

## NON-BINDING COOPERATION AGREEMENT

THIS NON-BINDING COOPERATION AGREEMENT (the “**Agreement**”) is made up and entered into on 2/feb, 2022 (the “**Effective Date**”) by and between:

The Israeli National Center of Blue Economy at HI - CENTER - HAIFA HITECH INITIATIVES CENTER LTD., Company No.: 514038983, a company incorporated and existing under the laws of the State of Israel, having its registered office at HaNamal 39, Haifa, Israel (the “**National Center**”), and Crescent Innovation Incubation Council, a company incorporated and existing under the laws of the State of India, (the “**Company**”). The Center and the Company each herein a “**Party**” and collectively the “**Parties**”.

**WHEREAS**, the National Center is an initiative of the Haifa municipality and the Israeli Government to lead the innovation and entrepreneurship in Israel of the economic maritime space and to accelerate the technological ecosystem in the city of Haifa in synergic cooperation with Haifa’s infrastructures;

**WHEREAS**, in order to support the development of innovative marine technologies in Israel and around the world, the National Center supports Israeli start-ups in the maritime space including in their business and fundraising efforts, to provide them with financial incentives and to connect such entrepreneurs and startups with relevant academy, research institutes, industry and the infrastructures of the city of Haifa, all in accordance with the National Center’s policies from time to time (the “**National Center’s Policies**”);

**WHEREAS**, the Company is engaged in investing and fostering startups in TN, India and wishes to initiate a joint innovation program/s and a collaborative investment platform with the National center (the “**Company’s Goals**”); and

**WHEREAS**, to promote the National Center’s Policies and the Company’s Goals, the Parties wish to examine a possible strategic cooperation between them (the “**Cooperation**”).

**NOW, THEREFORE**, the Parties hereby agree as follows:

### 1. SCOPE OF COOPERATION

- 1.1. The Parties shall make reasonable efforts to use of their respective and relevant resources to promote the Cooperation including by sharing information, examining information, investments, samples and products of startups accepted to the National Center’s program (“**Startups**”).
- 1.2. Each of the National Center and the Company shall appoint an authorized representative, to represent it in all dealings between the National Center, the Company and applicable Startups (the “**Representative**”).
- 1.3. The Representatives or the National Center and the Company shall jointly choose the applicable Startups relevant to the Company’s Goals, share information, discuss, examine, and reasonably assist each other in pursuing opportunities for cooperation with the applicable Startups to achieve the Company’s Goals as well as to promote the business of the Startups.
- 1.4. The Company shall appoint an applicable team led by its Representative to perform examinations, testing, discussions, and any other tasks as shall be determined by the Company at its sole discretion.
- 1.5. The Representatives of the Parties and their respective teams, shall meet from time to time and participate in the National Center’s activities when invited.
- 1.6. Nothing herein shall be construed to limit any of the Parties from engaging in any cooperation



with any third party for any purpose.

## 2. CONFIDENTIALITY

- 2.1. Each of the Parties (the “**Recipient**”) shall only use Confidential Information disclosed by the other Party (the “**Disclosing Party**”) to promote the Cooperation, and shall not disclose Confidential Information to any person other than its directors, employees, affiliates, agents, consultants and startups chosen by the National Center, who have a need to know such Confidential Information for the purpose of the Cooperation or as explicitly authorized by the Disclosing Party, provided however that each such person shall execute a customary confidentiality undertaking. Each Recipient shall take the same measures as it is taking to protect its own Confidential Information, to protect the Confidential Information of the Disclosing Party and no less than reasonable measures.
- 2.2. The term “Confidential Information” includes any financial, technical, strategic, clients, suppliers, agents, employees and other information relating to the business of any Party, which is not publicly known and conveyed by the applicable Party to the other Party as such. Confidential Information shall include information of third parties to whom any Party undertakes customary obligations of confidentiality, and such are conveyed by such Party to the other Party as been subject to the obligations of confidentiality herein. Confidential Information shall not be construed as non-confidential only as it is included in any document or file containing information which is not subject to the confidentiality obligations herein. The term Confidential Information shall include information which is any of the following: (i) becomes publicly known through no breach of the obligations herein; (ii) received by any Party from a third party without breach of confidentiality obligations; (iii) disclosed in accordance with applicable law; or (iv) independently developed.
- 2.3. The Parties obligations in this Section 2 shall be binding upon the Parties and shall continue from the Effective Date until the lapse of three (3) years from the date of termination of this Agreement.

## 3. INTELLECTUAL PROPERTY RIGHTS

It is hereby clarified that each of the Parties owns all rights and title or has an appropriate license to all of **its** Confidential Information and Intellectual Property at any time unless other agreed by the Parties in writing. For the purpose of this Section 3, “Intellectual Property” means any and all of the following with respect to each Party, as they exist throughout the world: (a) patents, (b) copyrights, (c) trademarks (d) rights (including, without limitation, rights under applicable trade secret laws) in Know-How and (e) any and all other intellectual property rights and/or proprietary rights.

## 4. TERM AND TERMINATION

Subject to the provisions of Section 5 below, this Agreement shall be effective until either Party delivers to the other Party a thirty (30) days advance written notice of termination.

## 5. NON-BINDING EFFECT

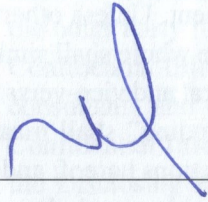
Anything to the contrary notwithstanding, this Agreement is intended solely as an outline of general terms and the basis for further discussion and no legally binding obligation or commitment will be created, implied or inferred by execution of this Agreement until the authorization, execution and delivery of a definitive agreement or similar binding transactional documents satisfactory to the Parties and their respective counsel; provided, however, that the provisions of Sections 2, 3 and 6 shall survive the termination of this Agreement.

## 6. MISCELLANEOUS

- 6.1. The preamble to this Agreement constitutes an integral part hereof. The headings to the Articles and Sections herein are for the sake of convenience only and shall not be relied upon for purposes of clarification or interpretation of this Agreement. Unless otherwise required by the context in which any term appears: (a) references to the whole shall similarly relate to any part of the whole and vice-versa, singular includes the plural and vice-versa and reference to any one gender includes all genders; (b) the word "including" shall mean "including, without limitation", (c) references to "Sections" shall be to sections hereof; and (d) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole.
- 6.2. Other than the cooperation explicitly contemplated herein, no shareholding, partnership, agency, employment or any other relationship of any kind is contemplated hereby and shall not exist between the Parties by virtue of this Agreement, or the Cooperation contemplated herein.
- 6.3. Each Party shall not assign any rights or obligations under this Agreement to any third party, without the prior written consent of the other Party.
- 6.4. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all documents or verbal consents or understandings (if any) given or made between the Parties prior to the date of this Agreement. None of the terms of this Agreement may be amended or modified except by an instrument in writing signed by authorized representatives of the Parties. The failure of any Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected and the Parties agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 6.5. All notices and other communications shall be in writing and shall be delivered by email, or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by courier, to the relevant Party's address set forth above or such other address with respect to a Party as such Party shall notify each other Party in writing as above provided. Any notice sent in accordance with this Section 6.6 shall be effective (i) if airmailed, five (5) days after mailing, (ii) if sent by courier, upon delivery, and (iii) if sent via email, upon transmission of electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt.
- 6.6. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement.

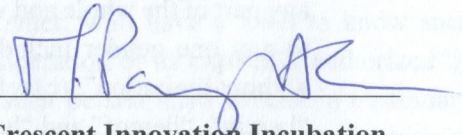
*[Remainder of the page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF the duly authorised representatives of the Parties have hereunto set their respective hands the day and year first above written.



\_\_\_\_\_  
**THE ISRAELI NATIONAL  
CENTER OF BLUE  
ECONOMY**

By: Hila Ehrenreich  
Title: CEO  
Date: 21/2/2023



\_\_\_\_\_  
**Crescent Innovation Incubation  
Council**

By: M. PARVEZ ALAM  
Title: CEO & Director  
Date: 2nd Feb 2023

[Signature page – Non-Binding Cooperation Agreement]