

ADNOC MARINE TERMINAL PROTECTION CONTRACT

THIS MARINE TERMINAL PROTECTION CONTRACT (the "Agreement") is made and entered into as of February 15, 2024 (the "Effective Date")

BY AND BETWEEN:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Cybersecurity Drive, Wilmington, DE 19801 ("Contractor")

AND

Abu Dhabi National Oil Company, a company established by Law No. (4) of 2016 concerning the Abu Dhabi National Oil Company, with its principal office at ADNOC Headquarters, Corniche Road, P.O. Box 898, Abu Dhabi, United Arab Emirates ("ADNOC")

RECITALS

WHEREAS, ADNOC operates critical marine terminal infrastructure requiring advanced cybersecurity protection;

WHEREAS, Contractor specializes in industrial control system security solutions and maritime infrastructure protection;

WHEREAS, ADNOC desires to engage Contractor to provide comprehensive cybersecurity protection services for its marine terminal operations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Critical Systems" means all operational technology (OT) systems, industrial control systems (ICS), SCADA networks, and related infrastructure within ADNOC's marine terminal operations.

2 "DeepShield Platform" means Contractor's proprietary industrial cybersecurity platform and all associated software, hardware, and monitoring systems.

3 "Security Services" means the comprehensive cybersecurity protection services described in Exhibit A.

4 "Terminal Facilities" means ADNOC's marine terminal facilities located at Fujairah Port, UAE.

2. SCOPE OF SERVICES

1 Contractor shall:

- (a) Deploy the DeepShield Platform across all Critical Systems;
- (b) Provide 24/7 real-time monitoring and threat detection;
- (c) Implement AI-driven anomaly detection specific to maritime operations;
- (d) Establish automated incident response protocols;
- (e) Conduct quarterly security assessments and penetration testing;
- (f) Deliver monthly threat intelligence reports.

2 Service Levels and performance metrics are specified in Exhibit B.

3. TERM AND TERMINATION

1 Initial Term. This Agreement shall commence on the Effective Date and continue for thirty-six (36) months.

2 Renewal. Agreement may be renewed for additional twelve (12) month terms upon mutual written agreement.

3 Termination for Cause. Either party may terminate for material breach upon thirty (30) days written notice if breach remains uncured.

4. COMPENSATION

1 Service Fees. ADNOC shall pay Contractor:

- (a) Initial deployment fee of USD 750,000
- (b) Monthly service fee of USD 125,000
- (c) Additional services as specified in Exhibit C

2 Payment Terms. Invoices shall be paid within forty-five (45) days of receipt.

5. SECURITY REQUIREMENTS

1 Contractor shall:

- (a) Maintain ISO 27001 certification
- (b) Comply with IEC 62443 industrial security standards
- (c) Meet ADNOC's Information Security Management System requirements
- (d) Adhere to UAE Critical Infrastructure Protection standards

2 Security Incident Response. Contractor shall notify ADNOC within one (1) hour of detecting any security incident affecting Critical Systems.

6. CONFIDENTIALITY

1 Each party shall protect Confidential Information using at least the same degree of care as its own confidential information.

2 Confidentiality obligations survive termination of Agreement for five (5) years.

7. INTELLECTUAL PROPERTY

1 Contractor retains all rights to DeepShield Platform and pre-existing IP.

2 ADNOC owns all data generated from Terminal Facilities operations.

8. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability. Neither party's liability shall exceed fees paid in preceding 12 months, except for:

- (a) Gross negligence or willful misconduct
- (b) Breach of confidentiality obligations
- (c) Intellectual property infringement

2 Contractor shall maintain:

- (a) Professional liability insurance: USD 10,000,000
- (b) Cyber liability insurance: USD 15,000,000
- (c) General commercial liability: USD 5,000,000

9. COMPLIANCE

1 Contractor shall comply with:

- (a) UAE Federal Law No. 2 of 2019 on Cybersecurity
- (b) ADNOC's Code of Conduct
- (c) Anti-corruption and trade control regulations
- (d) Environmental and safety standards

10. GOVERNING LAW AND DISPUTE RESOLUTION

1 This Agreement is governed by UAE law.

2 Disputes shall be resolved through:

- (a) Good faith negotiations
- (b) Mediation in Abu Dhabi
- (c) Arbitration under ADCCAC rules if mediation fails

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DeepShield Systems, Inc.

By:

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date:

Abu Dhabi National Oil Company

By:

Name: [ADNOC Signatory]

Title: [Title]

Date:

[Exhibits A, B, and C to follow]