CONFIDENTIAL · LEGAL AGREEMENT

Mutual Non-Disclosure Agreement

Two-way confidentiality undertaking between the named Parties

MUTUAL NDA

REFERENCE
MNDA-2026-0417

EFFECTIVE
15 June 2026

STATUS
Execution Copy

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into with effect from 15 June 2026 between the following parties:

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PARTY A · DISCLOSING & RECEIVING PARTY

Meridian Logistics GmbH

A limited liability company (GmbH) incorporated under the laws of Germany

REG. NO.	HRB 184320, Amtsgericht Hamburg
VAT	DE 318 442 905
ADDRESS	Hafenstraße 47, 20457 Hamburg, Germany
REPRESENTED	Dr. Katharina Vogel, Managing Director
CONTACT	k.vogel@meridian-logistics.de · +49 40 3197 4820

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PARTY B · DISCLOSING & RECEIVING PARTY

Calyx Robotics Ltd

A private company limited by shares, registered in England & Wales

REG. NO.	Company No. 09823714, Companies House
VAT	GB 284 117 663
ADDRESS	14 Regent Street, Cambridge CB2 1DP, United Kingdom
REPRESENTED	James Holloway, Chief Executive Officer
CONTACT	j.holloway@calyxrobotics.co.uk · +44 1223 884 217

Each referred to individually as a "Party" and together as the "Parties". Each Party may act as both a Disclosing Party and a Receiving Party under this Agreement.

KEY TERMS

EFFECTIVE DATE 15 June 2026	TERM 3 years	CONFIDENTIALITY SURVIVAL 5 years from disclosure
GOVERNING LAW Laws of Germany	JURISDICTION Hamburg, Germany	AGREEMENT TYPE Mutual NDA · Two-way

PURPOSE

The evaluation, negotiation and potential establishment of a commercial collaboration concerning the joint development, integration and pilot deployment of autonomous warehouse robotics and the associated fleet-management and logistics-optimisation software.

Background

(A) The Parties are each active in the design, development and commercialisation of advanced logistics, robotics and automation technologies and wish to explore the Purpose set out below.

(B) In connection with the Purpose, each Party (acting as a Disclosing Party) may disclose to the other Party (acting as a Receiving Party) certain non-public, confidential or proprietary information.

(C) The Parties wish to record the terms on which such information is disclosed and to ensure that it is protected against unauthorised use and disclosure.

It is hereby agreed as follows:

1 Definitions and Interpretation

In this Agreement, the following words have the meanings set out below, and references to the singular include the plural and vice versa:

> **"Agreement"** means this Mutual Non-Disclosure Agreement, together with its recitals and any schedules or annexes.

> **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party to the Receiving Party in connection with the Purpose, whether before or after the Effective Date and in any form (oral, visual, written, electronic or otherwise), that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. It includes, without limitation, business plans, financial and pricing data, customer and supplier lists, technical data, source code, algorithms, designs, drawings, prototypes, research and product road-maps.

> **"Disclosing Party"** means the Party that discloses Confidential Information, whether directly or through its Representatives.

> **"Receiving Party"** means the Party that receives Confidential Information, whether directly or through its Representatives.

> **"Representatives"** means, in respect of a Party, its directors, officers, employees, Affiliates and professional advisers who need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality no less protective than those in this Agreement.

> **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means holding more than fifty per cent (50%) of the voting rights.

> **"Effective Date"** means the date of the last signature recorded in the execution block of this Agreement.

2 Purpose and Scope

Each Party may disclose Confidential Information to the other solely for the Purpose. This Agreement governs all Confidential Information exchanged between the Parties in connection with the Purpose, whether disclosed before or after the Effective Date.

3 Confidentiality Obligations

The Receiving Party shall, at all times:

a. keep the Confidential Information strictly confidential and store it securely;

b. use the Confidential Information solely for the Purpose and for no other purpose whatsoever;

c. not disclose the Confidential Information to any third party except as expressly permitted under Clause 4; and

d. apply to the Confidential Information at least the same degree of care it applies to its own confidential information of a similar nature, and in no event less than a reasonable degree of care.

4 Permitted Disclosures

The Receiving Party may disclose Confidential Information to its Representatives strictly on a need-to-know basis for the Purpose. The Receiving Party shall ensure that each such Representative is made aware of the confidential nature of the information and observes this Agreement, and the Receiving Party remains fully responsible for any act or omission of its Representatives as if it were its own.

5 Exclusions

The obligations in this Agreement do not apply to information that the Receiving Party can demonstrate by written records:

a. was lawfully in its possession, free of any duty of confidence, before disclosure by the Disclosing Party;

b. is or becomes generally available to the public other than through a breach of this Agreement;

c. is lawfully received from a third party who is free to disclose it without restriction; or

d. is independently developed by the Receiving Party without any use of or reference to the Confidential Information.

6 Compelled Disclosure

If the Receiving Party is required by applicable law, regulation or a binding order of a court or governmental authority to disclose any Confidential Information, it may do so only to the extent legally required, provided that — where lawful and reasonably practicable — it first gives the Disclosing Party prompt written notice and reasonable assistance, at the Disclosing Party's expense, to enable it to seek a protective order or other appropriate remedy.

7 Ownership, No Licence and No Warranty

All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any licence or right under any patent, copyright, trade mark, trade secret or other intellectual property right, other than the

limited right to use the Confidential Information for the Purpose. All Confidential Information is provided “as is”, and the Disclosing Party gives no warranty as to its accuracy or completeness.

8 Term and Survival

This Agreement takes effect on the Effective Date and continues in force for a period of three (3) years, unless terminated earlier by either Party on thirty (30) days' written notice. The confidentiality obligations in respect of each item of Confidential Information survive expiry or termination and remain in force for five (5) years from the date of its disclosure, and indefinitely in respect of any information that constitutes a trade secret for so long as it remains a trade secret under applicable law.

9 Return or Destruction

On the written request of the Disclosing Party, or on expiry or termination of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's option, securely destroy all Confidential Information in its possession or control together with all copies, and shall on request certify such destruction in writing. The Receiving Party may retain one (1) copy to the extent required by applicable law or its bona fide internal compliance procedures, subject to continuing confidentiality.

10 Remedies

The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party is entitled to seek injunctive or other equitable relief, in addition to any other remedy available at law or in equity, without the need to post security.

11 No Obligation; No Partnership

Nothing in this Agreement obliges either Party to disclose any particular information, to proceed with the Purpose, or to enter into any further agreement. This Agreement does not create any partnership, joint venture, agency or employment relationship between the Parties.

12 General

The following general terms apply to this Agreement:

a. **Entire Agreement** — this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior discussions, arrangements and understandings.

b. **Variation** — no variation is effective unless made in writing and signed by an authorised representative of each Party.

c. **Assignment** — neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party.

d. **Severance** — if any provision is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.

e. **Counterparts** — this Agreement may be executed in any number of counterparts, each of which is an original and which together constitute one instrument.

f. **Governing Law** — this Agreement and any dispute or claim arising out of or in connection with it are governed by the laws of the Federal Republic of Germany, and the Parties submit to the exclusive jurisdiction of the courts of Hamburg, Germany.

Execution

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the Effective Date. This Agreement may be signed in counterparts, each of which is an original and all of which together form one and the same instrument.

SIGNED FOR AND ON BEHALF OF

Meridian Logistics GmbH

SIGNATURE OF AUTHORISED REPRESENTATIVE

NAME **Dr. Katharina Vogel**

TITLE **Managing Director**

PLACE **Hamburg, Germany**

DATE _____

SIGNED FOR AND ON BEHALF OF

Calyx Robotics Ltd

SIGNATURE OF AUTHORISED REPRESENTATIVE

NAME **James Holloway**

TITLE **Chief Executive Officer**

PLACE **Cambridge, United Kingdom**

DATE _____

PAGE INITIALLED BY THE PARTIES PARTY A _____ PARTY B _____