



INNOVATION | TECHNOLOGY | SUSTAINABILITY

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**PROJECT**

Electronic Monitoring system project for 4 Purse Seiner

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**CUSTOMER**

DONGWON - CAPSEN

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**DATE**

October 17<sup>th</sup>, 2022

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**CONTACT**

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## INTRODUCTION

### SATLINK

Founded in 1992, Satlink is an international technology company that develops solutions to support sustainable fisheries and assist in improving the management of ocean resources, working closely with industry, governments, and NGOs.

Satlink has more than 20 years of experience developing electronic solutions for the fishing sector.

Satlink's headquarters are in Madrid (Spain). Through its own offices and distribution network, Satlink provides services and support to clients worldwide.

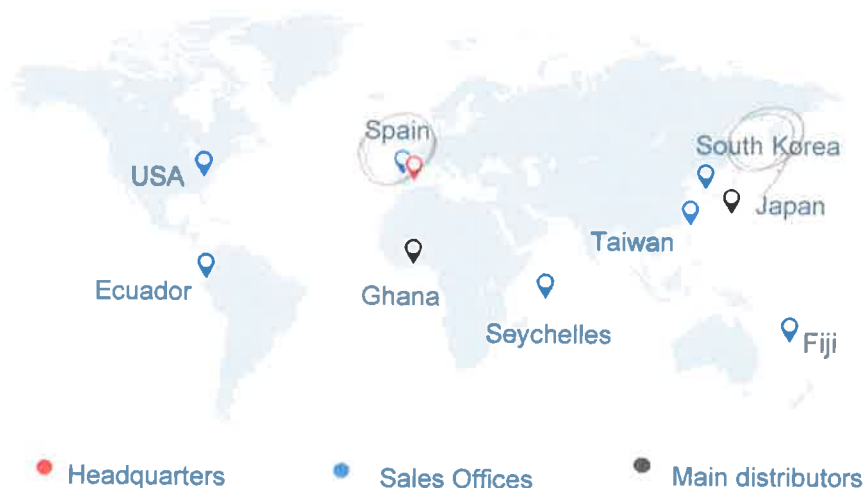
Satlink employs over 130 professionals with a wide variety of skills.

Satlink's strong R&D platform creates 98% of its hardware and software solutions. Thanks to this platform, Satlink can customize solutions to achieve customers' objectives.

Satlink is a leading provider of Electronic Monitoring (EM) solutions with more than 8 years of experience in the field and over 250 systems deployed worldwide.

Satlink holds several ISO certifications: 9001:2015, 14001:2018, 20000-1:2011, 270001:2013

### Satlink's Geographic Footprint



## SEATUBE

The SeaTube is Satlink's electronic monitoring system (EM). It is the only EM system that has undergone outside audit by MRAG to certify that it complies with the ISSF requirements (ISSF document 2014/08). It also complies with the UNE 195007:2021 (Electronic Monitoring in fishing vessels. Requirements), EFCA standards, Spanish Oceanographic Institute, and other governmental agencies standards.

The SeaTube system enables fishing companies, regional fishery management organizations (RFMOs) and governmental observer agencies to improve reporting and build better data gathering programs to improve fisheries' forecasts. Designed and manufactured by Satlink, the Seatube is a fully customizable system that integrates all components involved in an EM program, from setup and installation through to the generation of accurate reports.

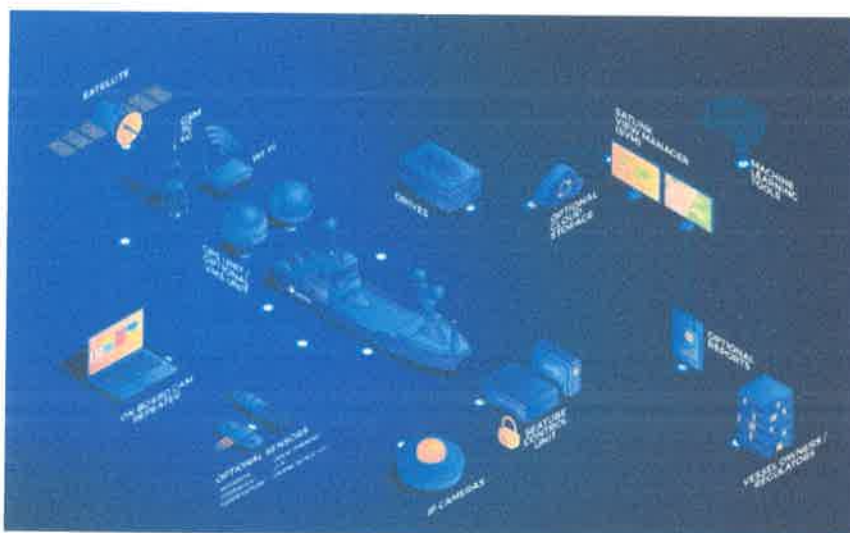


Figure 1 - SeaTube architecture

The SeaTube can be setup in many different configurations in each of the sections it is made of. This flexibility allows to have a tailor-made solution for each customer.

- On-board data recording
  - 24/7
  - Geofencing
  - Sensor based
  - Speed based
  - Other personalized recording methods
- Data transmission from vessel to shore
  - Manual hard drive extraction
  - Satcom/VMS unit
  - GSM/4G
  - Satellite
  - Other personalized transmission methods
- On-shore solution
  - Satlink View Manager desktop-based review software
  - Horus web-based review software

## ON-BOARD DATA RECORDING

Satlink's SeaTube system is designed to collect data on-board any kind of vessel. It can collect video, image, sensor, and GPS information. This information is encrypted and safely stored locally.

The data collection method can be set up as needed depending on the project: 24/7, periodically e.g., every 30 minutes, based on events such as the activation of sensors, geofencing.

The SeaTube can also check its health status, being able to detect any camera obstructions, hard drives filled and other important issues that could prevent it from working as expected.

The information being recorded can always be checked on-board by the vessel operator thanks to the Cam repeater unit. A tablet or laptop connected to the Control unit that shows the information coming from the cameras and the system's health status.



Figure 2 - On-board Cam repeater

Depending on the objectives of the EM program, the SeaTube can be configured to record in various ways such as continuous recording, sensor-based recording and recordings triggered by geofencing parameters. The data information is collected, encrypted, and stored in the on-board hard drives.

### Current proposal:

The system will be set up to record 24/7 all activities

## DATA TRANSMISSION FROM THE VESSEL TO SHORE

The information generated by the SeaTube needs to be transferred onshore.

The SeaTube allows to transfer the information in several ways: Manually extracting the hard drives and shipping them to the review center or transferring the information wirelessly via satellite, 4G, Wi-Fi or any other communication means available onboard.

It can also use a mix of means of transfer, depending on the size and urgency of the information to be transferred: e.g., video via physical extraction of hard drives and sensor information and health status via satellite in real time.

The transfer of information from the SeaTube can be set up to be done in several ways: Real time (satellite connectivity unit needed), when the vessel calls to port, automatically when the vessel reaches coverage (e.g., 4G or Wi-Fi), on demand from onshore (e.g., authorities download a

video only if they see something strange in the sensor data) or automatically based on certain events (e.g., only when the vessel enters a certain geographical area).

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## VMS UNIT

The SeaTube system can integrate a type-approved<sup>1</sup> Vessel Monitoring System (VMS) unit, which provides the videos with reliable GPS positions and date/time information that is stored as a watermark on the video to prevent manipulation.

At the same time, given that it is a satellite connectivity unit, the VMS allows to transmit real-time information on the health status of the system (power supply, status of the drives, etc.), alarms (malfunctions, tampering events, etc.) and the passwords of the encrypted drives to Satlink's Secure Server to be able to access the recorded information for analysis.

### Current proposal:

Initially a VMS unit has been included in this project quotation and includes the satellite transmission for the remote support and health status of the SeaTube

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## ONSHORE SOLUTION

### I. SATLINK VIEW MANAGER (SVM), DESKTOP-BASED REVIEW SOFTWARE

The Satlink View Manager (SVM) is a software designed specifically to analyze the information recorded by the SeaTube system. The PC in which it runs on is called the "Satlink View Manager station", although it could be run in any PC with at least the following minimum specifications:

- 3.10 GHz i5-10500 processor or equivalent
- 16GB RAM
- A 2,5" HDD/SSD reader
- UHD Graphics 630 GPU
- Windows 10 Pro
- 512 GB SSD

The SVM has been designed to make the information analysis workflow easy and intuitive. With this software, it is possible to combine annotations made during the review process, add fishing activity marks, show position, speed of vessel, course direction, EEZs (Exclusive Economic Zones) information, images and more, to generate readable reports that can be adapted to governmental agency formats.

The SVM uses filters to identify different activities in a faster way. Each recorded video (recorded by default in mp4 files in 10-minute segments) is referenced with the GPS fix at that specific moment. Each video would include metadata containing latitude, longitude, timestamp, speed, course, vessel name, vessel's flag, and duration of each video.

High Definition (HD 720p) video provides enough resolution to identify species and enable a zoom function for better identification of small individuals. The software's measuring tool allows remote size sampling by the on-shore analyst when the cameras have been calibrated.

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<sup>1</sup> Type-approved by the Government of Spain, FFA, and WCPFC



The SVM allows to play simultaneously multiple camera views, helping to detect activities happening simultaneously in different locations within the vessel. This is an advantage over an at-sea observer who can only be present in one location.

The SVM annotation profile is customizable for each fishery. The annotation profile consists of a set of templates which include fishing and non-fishing events that the analyst would use to annotate what they see in the recording (i.e., "fishing start", "fishing end", "catch", "bycatch" or "pollution").



Figure 3 - Satlink View Manager review software

**Current proposal:**

SVM station has NOT been included in this project quotation as the analysis would be performed by DOS

## ASSOCIATED SERVICES

### INSTALLATION

Satlink has a large team of engineers with experience in the installation of various types of maritime electronic systems including EM systems. The team is able to respond quickly to tight deadlines and install equipment in hard-to-reach places or remote ports. Our engineers also train local people on how to install and maintain EM systems.

**Current proposal:**

The installation of the 4 units have been included in this proposal. The cost included (flight tickets, hotel, expenses) are estimations and final amount will be invoiced at cost plus 10%.

### REMOTE SUPPORT AND ALARMS

To make sure the SeaTube system is working properly, it automatically performs self-checks and transmits alarms if something is detected. If the service is active, the alarms will be read by Satlink's 24/7 Tech Support team, who will attend them and try to solve the issue remotely.

Many problems can be solved remotely or by the crew once they are given instructions by Satlink's Tech Support team. Other issues may need to be solved through coordination with a local electronics engineer.

**Current proposal:**

Remote support & alarms service has been included in this project quotation

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## EM FOOTAGE REVIEW SERVICE

For the review of the EM footage, Satlink offers two models:

- Review work performed by Digital Observer Services (DOS)
- Assistance in the creation of a local EM data review center (DRC) that is staffed by trained personnel

DOS, based in Bilbao (Spain) is an independent company made up of biologists, onboard observers and EMAs (Electronic Monitoring Analysts) specialized in the review and analysis of EM footage that can also perform audits on established DRCs.

**Current proposal:**

EM footage review services have been included in this project quotation

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## CUSTOMIZED SERVICES (PROJECT MANAGEMENT, VESSEL MONITORING PLANS, ETC.)

Some EM projects need custom elements to be successful.

Satlink can offer a wide range of services given its experience in the fisheries segment and the competencies of its team made up of managers, engineers, biologists, scientists etc.

For example, Satlink can assist with the design of the EM Vessel Monitoring Plan, from the concept phase (based on the vessel's floorplan and layout analysis) to the review phase. This includes camera placement design, hard drives recovery plans and local capacity development.

**Current proposal:**

Initially additional services have NOT been included in this project quotation. DOS will provide a standard report. If the customer wants a specific report, this will be quoted separately.

## OPERATION MODE

Satlink is proposing for this project, the following operation mode:

- On-board data recording
  - o The system will be recording 24x7 video, sensor activity and related system information to make sure all the activities during the fishing trip have been recorded and could be audited or analyzed.
- Data transmission
  - o The information from health status and support will be transmitted via satellite through the VMS antenna
- Onshore solution & Footage review
  - o For this proposal, DOS will be reviewing the video of the customer using the Satlink View Manager analysis software.
  - o The disks from the vessels will be shipped to DOS by the customer and all shipping charges will be covered by the customer.



## SCOPE OF SUPPLY

### ON-BOARD HARDWARE

In this proposal Satlink quotes the system: **Satlink SeaTube Nano, 6 cameras, VMS**

The Satlink SeaTube Nano will be powered continuously from the vessel's power supply and allow the system to function correctly.

The SeaTube package for this project includes:

- All hardware required for Electronic Monitoring:
  - 1x SeaTube Nano Control unit
  - 5 x HD, IP68 (waterproof), 100° digital cameras
  - 1 x HD, IP65 (waterproof), 180° digital camera
  - 1x SeaTube Nano cam-repeater (laptop)
  - 8 x HDDs/SSDs 4TB storage unit
  - 1 x VMS unit and its installation kit
  - 1 x UPS (Uninterruptible Power Supply) unit
  - 1 x Cat-6 wire (300m)
- Satlink will provide all hardware required for the installation of the equipment:
  - 1 x General installation Kit (Including all items needed for general cable assembly and camera mounts etc.)



Figure 4 - Standard SeaTube configuration<sup>2</sup>

<sup>2</sup> Image used for reference purpose only and may not comprise the actual components reflected in the offer

## ECONOMIC PROPOSAL

Product / Service	Specifications / Comments	Unit of Measure	Number of Units	Unit Price (EUR)	Total Price (EUR)
<b>On-board solution: Hardware</b>					
SeaTube on-board package	1 x SeaTube Nano+ ctrl. unit; 1 x ELB2020; 1 x APC UPS; 5 x 100° Cameras; ✓ 1 x 180° Cameras; ✓ 1 x Cam repeater; 1 x Installation kit 1 x Wire reel	Per vessel	4	8.478,19	33.912,7
SSD 4TB 2,5"	Samsung 870 4TB	Per drive	32	379,04	12.129,2
HDD Case + ENG manual	Shipping and storage cases	Per unit	16	66,52	1.064,3
Calibration object	Cameras calibration object	Per unit	1	140,63	140,6
Subtotal	-	-	-	-	47.246,8
<b>Associated services: Hardware shipping</b>					
Shipping cost Hardware	Shipping cost CIP Dakar	CIP	1	5.555,56	5.555,6
Subtotal	-	-	-	-	5.555,6 ✓
<b>Associated services: Installation &amp; maintenance</b>					
Flight tickets	Flight ticket per technician	Per ticket, go/return	4	1.666,67	6.666,7
Hotel nights	4 night x technician x installation	Per night	32	166,67	5.333,3
Satlink Installation fee*	3 days x 2 technicians	Per installation	4	1.883,47	7.533,9
Subtotal	-	-	-	-	19.533,9 ✓
* Once a certain date is agreed, the vessel must be docked at port for at least the full days of installation/maintenance. Any days required because the vessel not being docked at port, will be invoiced separately					
<b>Associated services: Remote Support &amp; Alarms</b>					
Remote support and alarms service	Including Satcom (if applicable)	Per Month / Vessel	48	150,00	7.200,0
Subtotal	-	-	-	-	7.200,0
<b>Associated services: EM footage analysis</b>					
Screening analysis (Manual)*	Screening_PS	Per Sea Day	-	5,00	-
Description analysis (Manual)*	Full_PS	Per Sea Day	-	75,00	-
Subtotal	-	-	-	-	-
* Screening minimum amount to be contracted = Full duration of a trip. Analysis table description below.					
<b>Associated services: Project Management</b>					
Project Management Fee	Satlink PM fees*	Per project	-	2.105,26	-

Vessel Monitoring Plan development (VMP)	Camera distribution, equipment specifications etc.	Per vessel	4	65,00	260,0
Subtotal		-	-	-	260,0

\* PM Fees include: Documentation and, project execution according to the responsibilities defined in the agreement

<b>Total Project (EUR)</b>	-	-	-	-	<b>79.796,3</b>
<i>Discount applied (on hardware only)</i>	<i>Pilot discount</i>			<i>0,0%</i>	<i>0,0</i>
<b>Total Project (EUR)</b>	-	-	-	-	<b>79.796,3</b>

## EM Review Products for Fishing Activity Aspects (Scientific + Compliance)

	Screening_PS	Full_PS
<b>Trip Description</b>		
Trip start and end dates and positions	✓	
Number of sets	✓	
Detection and description of encounters with other vessels/aircrafts/...	✓	
Detection and description of waste drop.	✓	
<b>Sets description</b>		
Sets identification; Date, Time and Pos	✓	✓
Key times description (SE, Brailing, SE)	✓	✓
Set type identification	✓	✓
<b>FAD activity</b>		
Detection of FAD related events (Date, Time and Pos)	✓	
Description of activity	✓	
FAD components description	✓	
<b>Total Catch and Discards</b>		
Brail counting	✓	✓
Estimations of tons per brail		✓
Estimations of tons per set		✓
Tuna Discards detection and estimations		✓
Digital counting and sizing of catches		
<b>SSI related activity</b>		
Sharks, mantas and turtles detection		✓
Condition and fate description		✓
Release method description		✓
<b>Catches description per set</b>		
Tons estimation per well		✓
Species composition estimation		✓
Catch sampling: digital counting and sizing		✓
<b>Bycatch detection and description</b>		
Detection and identification of bycatch species		✓
Condition and fate description		✓
Release method description		✓

## ADDITIONAL TERMS

### Prices:

Prices in EUR (€)

Terms of delivery: Incoterm CIP Dakar, Senegal

Custom duties or any applicable tax, if applicable, are not included

### Payment terms:

1st invoice	50% hardware payment in advance upon contract signature	23.623,42 €
2nd invoice	50% hardware payment delivery in Dakar	23.623,42 €
3rd invoice	Installation expenses, technician fees, shipping cost of hardware to Dakar, Vessel monitoring plan	25.349,42 €
4th invoice and recurrent monthly (12 invoices)	Remote maintenance monthly fees since activation of equipment (4 vessels)	600,00 €
Additional monthly invoices	Per fishing trip reports upon video review completion	XXX €

### Offer validity:

60 Business days.

### Delivery time:

2-5 weeks. (Covid-19 restrictions may affect the lead time)

### Delivery contract:

Incoterms 2020 standard terms

### Warranty and additional information:

6 months (excluding mechanical parts like hard disk drive...).

Any cost associated with the travel of a Satlink Technician is shown in the economic proposal for reference and will be covered by the contractor plus an additional 10% administrative fee.

# GENERAL TERMS AND CONDITIONS

## ELECTRONIC MONITORING (EM) SERVICES AND OTHER ADDITIONAL SERVICES

### CLAUSE 1:

#### SCOPE AND CONTRACTUAL STRUCTURE

**1.1.** This document (the "**General Terms and Conditions**") shall govern, together with each commercial offer, the contractual relations between Satlink, S.L. ("**SATLINK**"), with Tax Identification Code B-80414634, domiciled in Madrid, Carretera de Fuencarral, Arbea Campus Empresarial, Edificio 5, Planta Baja, 28108, Alcobendas and registered in the Register of Companies of Madrid in volume 4479, folio 87, section 8<sup>th</sup>, sheet M-74164; and the customer (the "**CUSTOMER**") in all matters concerning the ELECTRONIC MONITORING (EM) AND OTHER ADDITIONAL SERVICES (the "**Service**" or the "**Services**") actually contracted by the CUSTOMER according to each commercial offer. SATLINK and the CUSTOMER may hereinafter be jointly referred to as the "**Parties**".

**1.2.** The commercial offers will be the documents that develop these General Terms and Conditions and through which each specific request for contracting Services by the CUSTOMER will be implemented (the "**Commercial Offer**" or the "**Commercial Offers**").

**1.3.** Acceptance by the CUSTOMER of the Commercial Offer shall constitute acceptance, in turn and without reservation, of these General Terms and Conditions, even if such acceptance is made by means of an exchange of electronic mail or other equivalent electronic communication. In this sense, the acceptance by the CUSTOMER of the Commercial Offer implies that he/she has read, understood and accepted these General Terms and Conditions.

**1.4.** These General Terms and Conditions, together with their clauses, terms and conditions, shall apply to all Commercial Offers that implement them. In the event of any discrepancy between the provisions of these General Terms and Conditions and the Commercial Offer, the terms of the Commercial Offer shall apply and shall prevail in all cases.

### CLAUSE 2:

#### DESCRIPTION OF THE SERVICE

**2.1.** The Service may include the following services, the Service contracted being detailed and described in any case in the corresponding Commercial Offer:

- a) Equipment. It may be the case that the CUSTOMER purchases certain equipment ("**Equipment**") from SATLINK, which, in any case, shall be stated in the Commercial Offer. In the event that Equipment is available, the regime in which it will be offered to the CUSTOMER by SATLINK will be that which is expressly identified in the Commercial Offer. The CUSTOMER is, in any case, obliged to use it correctly and shall be responsible, at all times, for the configuration of the Equipment supplied. SATLINK expressly excludes any liability for damages of any kind that may arise from a deficient configuration of the Equipment supplied to the CUSTOMER, as well as any other device connected to the Equipment.
- b) Software. The provisions of Clause 10.5 shall apply with regard to the appropriate licences.
- c) Remote subscription services (connectivity/Cloud), which could include remote support and Alarms, 4G connectivity, satellite connectivity, optical fibre, cloud storage, cloud processing, Live Video and Live Map.
- d) EM (Electronic Monitoring) analysis services which could include EM video analysis and report generation, disc management (sending, receiving, deleting etc.), video/image extraction and the development of customised reports
- e) Any other additional services and accessories to the above that are expressly defined and regulated in the Commercial Offer.

**2.2.** The specific conditions applicable to the Services effectively contracted by the CUSTOMER shall be established in all cases in the Commercial Offer. The provisions of the Commercial Offer in relation to aspects such as applicable warranty periods, technical support conditions and local support, among others, shall apply.

### CLAUSE 3:



## VALIDITY OF THE GENERAL TERMS AND CONDITIONS

**3.1.** These General Terms and Conditions shall enter into force on the date of contracting the Service through the acceptance of the Commercial Offer, even if such acceptance takes place by means of an exchange of electronic mail or other equivalent electronic communication. For these cases of electronic communication, the date of entry into force of these General Terms and Conditions shall coincide with the date of the electronic communication by means of which the CUSTOMER expresses his/her intention to accept the corresponding Commercial Offer and, consequently, to contract the Services.

**3.2.** These General Terms and Conditions shall remain in force for the duration of the provision of the Service and the contractual relations between the Parties. Therefore, the provisions of the corresponding Commercial Offer, which in any case shall define the duration of the Service, shall apply.

### CLAUSE 4:

#### OBLIGATIONS OF THE CUSTOMER

**4.1.** Price of the Service. As consideration for the Service, the CUSTOMER shall be obliged to pay the amounts established in the corresponding Commercial Offer, which are known and accepted by the CUSTOMER.

**4.2.** Invoicing. All invoiceable concepts by virtue of the provision of the Service will be invoiced in accordance with the invoicing terms and conditions included in the corresponding Commercial Offer, which are known and accepted by the CUSTOMER.

In the event that the CUSTOMER has contracted Communications Services based on the information available in the Commercial Offer, the CUSTOMER accepts, without reservation or limitation of any kind, that the "**CDR Documentation**" (call detail record) provided by SATLINK is sufficient and sufficient, for all purposes, to prove the consumption made by the CUSTOMER, acknowledging, therefore, that such documentation has the necessary legitimacy to serve as the basis for invoicing the aforementioned consumption.

**4.3.** Payment. The amounts invoiced for the provision of the Service, in each and every one of its concepts in accordance with the rates in force at any given time and in accordance with the provisions of the corresponding Commercial Offer, must be settled by the CUSTOMER using the payment method indicated for this purpose by SATLINK in the Commercial Offer.

**4.4.** Correct use of the Service. The CUSTOMER undertakes to use the Service in accordance with the law, morals, generally accepted principles of morality and public order, as well as to refrain from using the Service for illicit purposes or effects, prohibited in these General Terms and Conditions, harmful to the rights and interests of third parties, or which in any way may damage, render useless, overload or impair the Services. It is expressly forbidden to resell or market the Service to third parties who are not involved in the provision of the Service. The CUSTOMER shall be liable to SATLINK for any improper use of the Services. The CUSTOMER also undertakes to obtain and maintain in force any permits, authorisations, approvals and/or licences that must be obtained, if applicable, to use the Service on the basis of the applicable legislation and jurisdiction. SATLINK expressly excludes any liability for damages of any kind that may be due to the incorrect use of the Services by the CUSTOMER or to the access and use of the Services by the CUSTOMER or by other users, contrary to the provisions of these General Terms and Conditions.

**4.5.** Correct use of content. The CUSTOMER undertakes to use the contracted Services, as well as any information, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material obtained, transmitted, disseminated or made available through the CUSTOMER or third parties (the "**Contents**"), in accordance with the law, these General Terms and Conditions, the Commercial Offer, generally accepted principles of morality and public order. By way of example only, the CUSTOMER undertakes not to use, transmit, publish or make available to third parties Contents that (a) in any way are contrary to, undermine or infringe upon the fundamental rights and public freedoms recognised in the Constitution, in international treaties and in the rest of the legal system; (b) induce, incite or promote actions that are criminal, denigratory, defamatory, slanderous, violent or, in general, contrary to the law, generally accepted principles of morality and public order; (c) induce, incite or promote actions, attitudes or thoughts that discriminate on grounds of sex, race, religion, beliefs, age or condition; (d) incorporate, make available or allow access to products, elements, messages and/or services that are criminal, violent, pornographic, degrading or, in general, contrary to the law, generally accepted principles of morality and public order; (e)

induce or may induce an unacceptable state of anxiety or fear; (f) induce or incite to engage in practices that are dangerous, hazardous or harmful to health and mental stability; (g) are false, ambiguous, inaccurate, exaggerated or untimely, so as to be likely to mislead as to their purpose or as to the intentions or aims of their originator; (h) are protected by any intellectual or industrial property rights belonging to third parties, without the CUSTOMER having previously obtained from their owners the necessary authorisation to carry out the use that it makes or intends to make or that is made; (i) contain a copyright or other data identifying the rights or technical protection devices, digital fingerprints or any information mechanisms that have been subject to deletion or manipulation; (j) violate the business secrets of third parties; (k) are contrary to the right to honour, to personal and family privacy or to a person's own image; (l) breach the regulations on secrecy of communications; (m) constitute unlawful, misleading or unfair advertising and, in general, constitute unfair competition; (n) incorporate viruses or other physical or electronic elements that may damage or impede the normal operation of the network, the system or IT equipment (hardware and software) of third parties or that may damage the electronic documents and files stored in said IT equipment; (o) due to their characteristics (such as extension, format, etc.) hinder the normal functioning of the Services; (p) advocate terrorism, genocide or revisionist theories. SATLINK is under no obligation to monitor and does not control the content and nature of the Content transmitted, published or made available to third parties by the CUSTOMERS.

**4.6. Unauthorised uses.** SATLINK excludes any liability for damages of any kind that may be due to access and use of the Services by the CUSTOMER or by other users, contrary to the provisions of these General Terms and Conditions and/or the Commercial Offers that develop them.

#### **CLAUSE 5:** SATLINK OBLIGATIONS

**5.1.** The aspects outlined in this Clause 5 only refer to the Service as described in these General Terms and Conditions and in the Commercial Offer.

**5.2.** SATLINK undertakes to provide the Service in accordance with the provisions of the corresponding Commercial Offer.

#### **CLAUSE 6:** SUSPENSION OF SERVICE

**6.1.** In the event of non-payment by the CUSTOMER, SATLINK may suspend the provision of the Service. Likewise, SATLINK may suspend the provision of the Service in the event of fraud or circumstances that objectively lead to the presumption of unlawful use of the Service or the alleged non-compliance with the provisions of these General Terms and Conditions or of the Commercial Offer.

**6.2.** In the event of suspension of the Service due to non-payment, SATLINK may only reinstate the provision of the Service once it has proof of payment by the CUSTOMER of the full amount due.

#### **CLAUSE 7:** TERMINATION OF THE CONTRACTUAL RELATIONSHIP

**7.1.** The contractual relationship between the CUSTOMER and SATLINK shall be terminated for the general reasons permitted by law and, in particular, for the following reasons:

- a) At the will of either Party upon at least thirty (30) days' written notice.
- b) By mutual written agreement of both Parties.
- c) At the will of either of the Parties when there is a serious breach of the agreed obligations, unless such delay or breach is due to circumstances of Force Majeure.
- d) Unilaterally by SATLINK, in the event of non-payment by the CUSTOMER.
- e) By termination of the legal personality of any of the Parties or if any of the contracting parties is declared bankrupt.

**7.2.** Notwithstanding the foregoing, certain provisions of these General Terms and Conditions shall remain in force even after their termination for any reason. By way of example and without limitation, aspects such as Confidentiality or Intellectual Property.

**CLAUSE 8:**  
FORCE MAJEURE

**8.1.** For the purposes of the contractual relationship between SATLINK and the CUSTOMER, "**Force Majeure**", in accordance with the provisions of Art. 1.105 of the Spanish Civil Code, shall be understood to mean any unforeseeable and exceptional situation or event beyond the control of the Parties that prevents either of them from fulfilling any of their obligations, that is not due to error or negligence on their part and that could not have been avoided even if they had acted with due diligence. For these purposes, the concept of Force Majeure shall be understood to include blockages, cessations and/or interruptions of the Service that are not attributable to or beyond the control of SATLINK. Labour conflicts, strikes and financial problems that are not a direct consequence of a real situation of Force Majeure cannot be claimed as cases of Force Majeure.

**8.2.** The Parties shall be exempt from liability in cases of Force Majeure. Thus, the delay or failure to perform any of the obligations set out in these General Terms and Conditions or in the Commercial Offer shall not be considered a breach when caused by circumstances that are unforeseeable or, even if foreseeable, are unavoidable by the Parties and fall within the cases of Force Majeure, acts of God or acts of vandalism.

**8.3.** In the event that either Party is affected by Force Majeure or Act of God preventing the performance of its obligations under these General Terms and Conditions or the Commercial Offer, it shall notify the other Party, detailing the nature and extent of the circumstances in question.

**8.4.** In the event of Force Majeure, Act of God or vandalism, the period of time for the performance of the obligations assumed under these General Terms and Conditions or the Commercial Offer shall be interrupted until the effects of the Force Majeure, Act of God or vandalism cease to exist.

**CLAUSE 9:**  
CONFIDENTIALITY

**9.1.** The Parties undertake to treat as secret and confidential all information or documentation that the Parties have previously exchanged or that during the term of these General Terms and Conditions are exchanged for the performance of their respective obligations, regardless of whether or not such information or documentation has been identified as confidential (the "**Confidential Information**"), and not to disclose such Confidential Information unless disclosure is legally required, nor to use the Confidential Information other than in the performance of the obligations set out in these General Terms and Conditions or the Commercial Offers implementing them without the prior written consent of the other Party.

**9.2.** Excepted from the above is the information that the Parties need to disclose to their partners, companies belonging to their Group of companies (within the meaning of Art. 42 of the Spanish Commercial Code), financing entities or advisors for the study or analysis of any action or possible action in relation to the rights and obligations provided for in these General Terms and Conditions, or employees who need to know it for the effective provision of the Service. Any disclosure of the Confidential Information in any of these scenarios must take place under an obligation to keep the information confidential to the extent established in this Clause, at the very least.

**9.3.** The Parties undertake not to make public information relating to the Service by any means (including but not limited to social media, annual reports, press releases, public announcements, scientific or technical articles, etc.) without the prior written approval of the other Party as to the form and content of such release or announcement.

**9.4.** These obligations shall remain in force upon termination of the contractual relationship for any reason whatsoever.

**CLAUSE 10:**  
INTELLECTUAL PROPERTY

**10.1.** Under these General Terms and Conditions, "**Prior Knowledge**" shall mean the rights granted or applied for on patents, utility models, industrial designs (whether registered or not), and any other industrial and intellectual property rights, as well as know-how and, in general, any technical information, developed by each of the Parties prior to the entry into force of these General Terms and Conditions and the Commercial Offers

that develop them. The Parties acknowledge that Foreknowledge shall at all times remain the sole property of the Party that generated it.

**10.2.** Under these General Terms and Conditions, "**Results**" shall mean the rights granted or requested on patents, utility models, industrial designs (registered or not), and any other industrial and intellectual property rights, as well as know-how and, in general, any technical information, product, procedure, system, application, model or improvement, generated by the Parties while developing the projects, services, technical assistance and/or other activities carried out within the framework of this Contract. The results shall be owned by the CUSTOMER.

**10.3.** The CUSTOMER acknowledges that SATLINK has the non-exclusive and free right to use the Results generated by the provision of the Service for internal research and development activities that may improve the electronic monitoring system for fishing, always respecting the confidentiality and/or ownership obligations included in these General Terms and Conditions and/or in the Commercial Offers that may be developed by them.

**10.4.** The obligations contained in the preceding paragraphs shall remain in force upon termination of the contractual relationship for any reason whatsoever.

**10.5.** The Service may include software usage services, so that the CUSTOMER may need access to certain programs and/or platforms. Solely for those software services expressly acknowledged in the Commercial Offer, SATLINK grants the CUSTOMER a non-exclusive, non-transferable and non-assignable licence to use the software provided, including updates and only for the purpose of accessing the Services and for as long as the contractual relationship is in force. Unauthorised copying of the software or associated materials is expressly prohibited. Under no circumstances may the CUSTOMER sub-license, assign or transfer the licence, unless expressly permitted by SATLINK in writing. Any attempt to sublicense, assign or transfer the licence shall be considered void for all purposes and may result in the termination by SATLINK of the contractual relationship. The software licensed for use may be subject to privacy policies which must in any event be accepted by the CUSTOMER and which include mandatory provisions regarding the use and security of data transmitted to and from any authorised device of the CUSTOMER to use the software under the licence granted herein.

## **CLAUSE 11:**

### **PERSONAL DATA PROTECTION**

**11.1.** In compliance with Art. 13 of the General Data Protection Regulation (EU) 2016/679, SATLINK informs the signatories of these General Terms and Conditions and of the Commercial Offer that develop them that their data will be included in the processing activities under the responsibility of SATLINK for the purpose of subscribing, maintaining and executing the present contractual relationship. The basis for the legitimacy of the processing of personal data is the need to process them for the performance of a contractual relationship — Art. 6.1 b) GDPR— as well as the legitimate interest of the parties —Art. 6.1 f) GDPR— in relation to Art. 19 LOPDgdd. The data will not be passed on to third parties, unless legally obliged to do so, and will be kept for the duration of the contractual relationship between the Parties and, thereafter, until the prescription of possible liabilities. Parties may exercise their data protection rights by sending a request to the postal address Carretera de Fuencarral, Arbea Campus Empresarial, Edificio 5, Planta baja, 28108, Alcobendas, Madrid; or by e-mail to info@satlink.es. In the event that they feel that their rights have not been properly addressed, signatories may submit a complaint to the Spanish Data Protection Agency.

**11.2.** For the proper provision of the Service, SATLINK may have access to personal data under the responsibility of the CUSTOMER, positioning SATLINK as the data processor of the personal data under the responsibility of the CUSTOMER. In compliance with Art. 28 of the General Data Protection Regulation (EU) 2016/679, the following conditions shall apply to the commissioning of the processing:

- a) The personal data processed will correspond to the identification data of the data subjects (image).
- b) The categories of data subjects shall correspond to employees of the CUSTOMER, and any other persons whose images may be recorded on the vessel.
- c) The processing shall consist of the collection, recording, storage, use and deletion of the images.
- d) SATLINK will process personal data only in accordance with documented instructions from the CUSTOMER, including with respect to transfers of personal data to a third country or international organisation, unless it is obliged to disclose personal data to a third party under Union or Member State



- law applicable to SATLINK; in such a case, SATLINK will inform the CUSTOMER of such legal requirement prior to processing, unless such law prohibits it for important reasons of public interest.
- e) SATLINK guarantees that the persons authorised to process personal data under the responsibility of the CUSTOMER have undertaken to respect the confidentiality of the information to which they have access during the provision of the service.
  - f) SATLINK will assist the CUSTOMER, whenever possible, so that the CUSTOMER can comply with its obligation to respond to requests from data subjects to exercise their rights. In this regard, in the event that SATLINK receives an exercise of rights by a data subject, it will notify the CUSTOMER of this circumstance without undue delay and, in any event, within a maximum period of 72 hours.
  - g) SATLINK will assist the CUSTOMER in carrying out the appropriate impact assessments, as well as in the relevant prior consultations with the Supervisory Authorities.
  - h) In the event of a security breach affecting personal data under the responsibility of the CUSTOMER, SATLINK will notify the CUSTOMER within forty-eight (48) hours. The communication shall contain, at a minimum, (i) a description of the nature of the personal data breach, the categories and approximate number of data subjects affected, and the categories and approximate number of personal data records affected; (ii) the name and contact details of the SATLINK person through whom further information can be obtained; (iii) a description of the possible consequences of the personal data breach; and (iv) measures taken to remedy the personal data breach, including, where appropriate, measures taken to mitigate the possible negative effects. If it is not possible for SATLINK to provide the information simultaneously, the information will be provided gradually and without undue delay.
  - i) Upon termination of the service, SATLINK will delete or return, at the option of the CUSTOMER, the personal data undergoing processing. SATLINK may keep the data duly blocked during the settlement of possible legal liabilities.
  - j) SATLINK will make available to the CUSTOMER all information necessary to demonstrate compliance with the obligations set out in this clause; and will allow and contribute to the performance of audits, including inspections, by the CUSTOMER or another auditor authorised by the CUSTOMER. However, the CUSTOMER must give SATLINK at least 5 days' notice of such an audit, and the audit will not interfere with SATLINK's provision of services to its clients.
  - k) The CUSTOMER authorises SATLINK to outsource the services covered by this contract to Digital Observer Services S.L.U., acting as sub-processor. SATLINK undertakes to enter into a data processing agreement with the sub-processor that ensures that the sub-processor is bound to the same conditions as SATLINK with respect to the CUSTOMER. If it is necessary to outsource any additional processing, SATLINK will inform the CUSTOMER, and will not proceed with the outsourcing until receiving the express authorisation of the CUSTOMER. SATLINK shall be diligent in the selection of its outsourcers.
  - l) SATLINK guarantees the implementation of appropriate security measures in relation to the processing of personal data in compliance with Art. 32 of the General Data Protection Regulation (EU) 2016/679. In this regard, SATLINK will, as a minimum, have the following security measures in place: (i) Security Manual: SATLINK will develop, implement, maintain and enforce a strict privacy and information security plan including administrative, technical and physical security measures designed to protect the confidentiality, integrity and availability of data; (ii) Access control and identification: SATLINK ensures that it uses access control mechanisms that prevent unauthorised access to personal data, limit access to employees who need access to the data for the performance of the service, apply the principle of least privilege, and have a strong password policy; (iii) Firewalls: SATLINK will use firewall technology to prevent improper remote access to servers, computers and other devices through which personal data is processed; (iv) Anti-virus: All workstations and servers shall use the latest version of an industry standard anti-virus software; (v) Up-to-date software: SATLINK will keep the software up to date; (vi) Backup copies: SATLINK will make periodic backup copies that will be stored in a secure location different from the one where the computer/server containing the original files is physically stored, in order to allow the recovery of the data in the event of an incident or loss; and (vii) IT support: SATLINK guarantees that it has professional IT support resources, both internally and through the contracting of specialised external services.
  - m) The CUSTOMER is responsible for: (i) Making personal data available to SATLINK; (ii) Complying with the duty to inform data subjects, in accordance with applicable legislation; (iii) Responding to the exercise of data subjects' rights; (iv) Notifying the Supervisory Authority of any security breaches that may occur.

## CLAUSE 12: NOTICES

**12.1.** All notices and communications to be given by and between the Parties in connection with these General Terms and Conditions or the Commercial Offer, unless otherwise agreed in these documents, shall be in writing and shall be sent by registered post or e-mail to the addresses indicated in these General Terms and Conditions or in the Commercial Offer.

**12.2.** For these purposes, the SATLINK addresses to which the CUSTOMER must send its communications will be the following:

Address: Arbea Campus Empresarial, Edificio 5, Ctra. De Fuencarral a Alcobendas km. 3.800, 28108, Alcobendas, Madrid, Spain.

Email: [info@satlink.es](mailto:info@satlink.es)

Phone: +34 913 272 131

Fax: +34 913 272 169

**12.3.** The date of dispatch shall be deemed to be the date on which the notification was sent by e-mail or post.

### **CLAUSE 13:** TRANSFER

**13.1.** The rights and obligations assumed by the CUSTOMER are not transferable, and therefore may not be transferred, in whole or in part, to any third party without the prior, express and written consent of SATLINK.

**13.2.** In the event of transfer or sale of the Vessel for which the activation of the Service is requested in accordance with the provisions of the Commercial Offer, the CUSTOMER must notify SATLINK at least sixty (60) days in advance, which will result in the termination of the contractual relationship with the CUSTOMER. The maintenance of the conditions applicable to the Service in favour of the new owner of the Vessel shall be conditional upon SATLINK's consent and the signing of new documents between the new owner and SATLINK.

**13.3.** SATLINK may, provided that the regulations in force permit so, transfer or subrogate its contractual position with respect to the CUSTOMER to any of the companies belonging to its Group of companies (within the meaning of Art. 42 of the Commercial Code), as long as that the latter can provide the services referred to in the Commercial Offer and provided that the consent of the CUSTOMER is not required to do so. The new company of the Satlink Group shall assume all the rights and obligations that SATLINK, as the transferor company, had vis-à-vis the CUSTOMER. The transfer, by itself, shall not imply the modification of these General Terms and Conditions. The CUSTOMER shall be notified of this circumstance one (1) month in advance.

**13.4.** SATLINK may, provided that the regulations in force permit so, transfer or subrogate its contractual position with respect to the CUSTOMER to any third party, as long as the third party can provide the Services referred to in the Commercial Offer and provided that it requests and obtains the CUSTOMER's prior, express and written consent.

### **CLAUSE 14:** INDEPENDENCE OF THE PARTIES

**14.1.** The contractual relationship between the Parties governed by these General Terms and Conditions and developed by the Commercial Offer is of a commercial nature. Accordingly, both Parties shall act as entities with independent legal personality, avoiding identification or confusion with the organisation and assets of the other.

### **CLAUSE 15:** APPLICABLE LAW AND JURISDICTION

**15.1.** The contractual relationship governed by these General Terms and Conditions and the Commercial Offer shall be governed by the Spain Law.

**15.2.** The Parties shall make all reasonable efforts to resolve, through good faith negotiations, any dispute, controversy or claim that may arise under the contractual relationship between the Parties. In the event that the Parties are unable to settle the dispute, difference or claim within a period of sixty (60) days from the date on which it was submitted by one Party to the other, the Parties shall submit to the courts and tribunals of the city of Madrid, expressly waiving any other jurisdiction that may correspond to them.



**CLAUSE 16:**  
FINAL PROVISIONS

**16.1.** These General Terms and Conditions, the Commercial Offer and, where applicable, its Annexes, entirely define the agreement between the Parties and supersede any previous agreements, oral or written, between the Parties and/or their predecessors with respect to their contents. Consequently, the Parties waive any right to claims based on prior stipulations that have not been included in these General Terms and Conditions and the Commercial Offer, with regard to the specific aspects involved in their execution and application.

**16.2.** If any term of these General Terms and Conditions is declared invalid, illegal, unenforceable or void by a final and unappealable decision of the relevant jurisdiction, the Parties shall not be bound by it, but only to the extent that the specific term is invalid, illegal, unenforceable or void. If the rest of the General Terms and Conditions can be executed without substantial alteration, then the terms not affected by such a decision shall continue to apply to the extent legally permissible.

**16.3.** Unless expressly stated otherwise, (i) time periods expressed in "days" refer to calendar days, counting from and including the day immediately following the day on which computation begins up to and including the last day of the period; and (ii) time periods expressed in months are counted from date to date, unless there is no such date in the last month of the period, in which case the period ends on the last day of that month. "Working days" means all days of the week, except Saturdays, Sundays and public holidays in the town of Leioa (Bizkaia).

**16.4.** The names of the clauses and paragraphs of these General Terms and Conditions are for reference only and shall not affect their meaning or interpretation.

ACCEPTANCE OF THE COMMERCIAL OFFER SHALL CONSTITUTE ACCEPTANCE, WITHOUT RESERVATION, OF THESE GENERAL TERMS AND CONDITIONS, EVEN IF SUCH ACCEPTANCE IS MADE BY MEANS OF AN EXCHANGE OF ELECTRONIC MAIL OR OTHER EQUIVALENT ELECTRONIC COMMUNICATION.

Date: October 17, 2022

Satlink, S.L.

Signed:



The image shows the Satlink logo with the text "Carretera de Fuencarral" and "28108 Alcobendas (Madrid) España" below it. A blue ink signature is written over the logo.

Mr. Pedro Vigil

Customer company name  
**CAPSEN S.A**  
Signed: **BYUNG GHO MIN**  
Nouveau Quai de Pêche môle 10  
Dakar (Sénégal)

Name



A handwritten signature in blue ink that reads "Byung Gho Min".