



Email Communications Policy

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Table of Contents

1	Scope and Application.....	4
2	Confidentiality, Privilege, and Intended Recipients	4
3	Export Controls, Sanctions and Defence/Security Handling Restrictions	4
4	Government, Naval, and Critical Infrastructure Customers.....	5
5	Cybersecurity, Fraud, and Verification	5
6	No Contract Formation or Authority to Bind.....	5
7	No Professional Advice or Reliance.....	6
8	Accuracy, Changes and Forward-Looking Information	6
9	Personal Information and Privacy	6
10	Attachments, Links and Third-Party Platforms.....	6
11	Public Company, Investor and Regulatory Communications.....	6
12	Reservation of Rights	7
13	Revision History	7

Definitions

DEFINED TERM	DEFINITION
“Controlled Information”	means information that is subject to special handling, safeguarding, access, dissemination, export, contractual or security controls, including classified information, controlled unclassified information, export-controlled technical data, customer-provided sensitive information, government-furnished information, proprietary third-party information and information relating to defence, naval, underwater robotics, sensor, sonar, autonomy, payload, mission, operational, vulnerability or threat-related matters.
“Company”	means Kraken Robotics Inc. and each member of the Kraken Group, unless explicitly noted otherwise.
“Kraken Group”	means Kraken Robotics Inc. and each of its direct and indirect subsidiaries and controlled affiliates from time to time.
“Personal Data”	means any information, data or opinion, in any form or medium, that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person, including where applicable under Canadian, United States, United Kingdom, European Union, Australian, Brazilian, Singaporean or other applicable privacy, data protection or employment laws. Personal Data includes personal information, personally identifiable information, employee information, applicant information, customer, supplier, contractor and business contact information, contact details, identification numbers, online identifiers, device identifiers, location data, images, audio or video recordings, employment, payroll, benefits, health and safety, travel, expense, security, access control, CCTV, authentication, usage, communications and similar records relating to an individual. Personal Data also includes sensitive or special-category data where recognized by applicable law, including information relating to health, disability, biometrics, genetics, race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, criminal convictions or offences, government-issued identifiers, financial account information and other information subject to heightened protection under applicable law.
“Policy”	means this Email Communications Policy, as it may be amended, restated and supplemented from time to time.

1 Scope and Application

This Policy applies to electronic communications sent by or on behalf of the Company, its directors, officers, employees, consultants, and authorized representatives, unless a different written agreement or mandatory legal requirement expressly applies.

2 Confidentiality, Privilege, and Intended Recipients

Emails and attachments may contain confidential, proprietary, commercially sensitive, privileged, legally protected, personal, technical, operational, security-sensitive, or otherwise restricted information. Such communications are intended solely for the named recipient(s) and any other person expressly authorized to receive them.

If you are not the intended recipient, you are notified that any review, use, copying, disclosure, distribution, forwarding, retention, or reliance upon the communication or any attachment is strictly prohibited and may be unlawful. Please notify the sender immediately, permanently delete the communication and attachments from your system, and refrain from using or disseminating the contents in any manner.

Nothing in any email communication is intended to waive any solicitor-client privilege, attorney-client privilege, litigation privilege, work product protection or other legal privilege or protection that may apply.

3 Export Controls, Sanctions and Defence/Security Handling Restrictions

Certain communications and attachments may contain Controlled Information, software, technology, technical data, procurement information or other materials subject to export control, sanctions, defence, national security, government security, controlled goods, contractual or other legal restrictions.

Recipients are responsible for ensuring compliance with all applicable laws, regulations, licences, authorizations, contractual obligations and security requirements before accessing, forwarding, sharing, downloading, exporting, re-exporting, transferring, disclosing or otherwise using any such information.

No recipient should assume that information may be shared across borders, disclosed to non-citizens, uploaded to third-party platforms, be deposited in an open source artificial intelligence platform, transferred to affiliates, subcontractors or advisors, or used for a different purpose without appropriate review and authorization from the sender.

Communications with the Company must not be treated as authorization to export, re-export, transfer, disclose or use Controlled Information or other restricted information unless that

authorization is expressly provided in writing by an authorized representative and is consistent with applicable law and contractual requirements.

4 Government, Naval, and Critical Infrastructure Customers

The Company may communicate with government departments, defence agencies, navies, prime contractors, shipyards, offshore energy operators, infrastructure operators, research institutions, and other customers or stakeholders involved in mission-critical or security-sensitive environments.

Recipients must handle, store, transmit and disseminate information received from or relating to such customers only in accordance with applicable legal, regulatory, contractual, security, procurement, marking, classification, and handling requirements.

No email shall be interpreted as authorizing the disclosure of government, defence, naval, customer, program, procurement, or security-sensitive information beyond the persons or entities authorized to receive it.

5 Cybersecurity, Fraud, and Verification

Email communications may be subject to interception, corruption, delay, loss, unauthorized alteration, phishing, impersonation, malware or other cybersecurity risks. The Company does not guarantee that any email communication is secure, error-free, complete, virus-free or free from malicious code.

Requests involving payments, banking information, wire instructions, changes to vendor master data, confidential information, credentials, Controlled Information, access rights or changes to established business processes should be verified through an independent and trusted communication channel.

Neither the sender nor the Company accepts responsibility for losses arising from fraudulent communications, impersonation attempts, unauthorized instructions or reliance on unverified email requests, except to the extent liability cannot be excluded under applicable law.

6 No Contract Formation or Authority to Bind

No email communication creates, amends, waives, terminates or otherwise varies any contract, purchase order, statement of work, licence, settlement, employment arrangement, financing arrangement, commitment, or legally binding obligation unless expressly stated to do so and confirmed in a written agreement executed by authorized representatives of the applicable parties.

Only individuals with appropriate delegated authority may bind the Company.

7 No Professional Advice or Reliance

Unless expressly stated otherwise, email communications from the Company do not constitute legal, financial, tax, accounting, engineering, technical, safety, operational, regulatory, or other professional advice and should not be relied upon as such. Recipients should obtain their own professional advice and independently verify any information before relying on it for legal, technical, operational, financial, safety-critical, regulatory or mission-critical decisions.

8 Accuracy, Changes and Forward-Looking Information

Information in email communications may be preliminary, incomplete, time-sensitive, subject to change, or provided for discussion purposes only. The Company does not undertake to update email communications unless expressly required by law or contractual agreement.

Any financial, operational, technical, commercial, project, product, market, or other forward-looking information is subject to risks, uncertainties, and assumptions, and should not be relied upon except in accordance with applicable laws, formal public disclosures, written agreements or expressly authorized communications.

9 Personal Information and Privacy

Emails and attachments may contain Personal Data. Recipients must process, store, use, disclose, and delete Personal Data in accordance with applicable privacy and data protection laws, contractual obligations and applicable Company privacy notices or data processing terms.

Personal Data should not be forwarded, uploaded, retained or used for purposes unrelated to the communication without a lawful basis and any required authorization.

10 Attachments, Links and Third-Party Platforms

Attachments, hyperlinks and references to third-party platforms are provided for the intended purpose of the communication. Recipients should exercise caution before opening attachments, clicking links, uploading information to third-party systems or sharing information through artificial intelligence or collaboration tools. The Company is not responsible for third-party websites, platforms, tools, services or content referenced in an email, except to the extent expressly agreed in writing.

11 Public Company, Investor and Regulatory Communications

Kraken Robotics Inc. is a public company. Email communications should not be treated as public disclosure, investor guidance, securities laws disclosure, selective disclosure, or an invitation or recommendation to buy, sell, or trade securities unless expressly identified as such by an authorized representative and made in accordance with applicable securities laws and company

disclosure controls. Recipients should rely only on official public disclosures, filed documents, press releases, investor materials, and other communications formally authorized for public dissemination.

12 Reservation of Rights

The Company reserves all rights, remedies, privileges, claims, defences, and protections available under applicable law, contract, equity or regulation. No failure to enforce any part of this policy or any email notice constitutes a waiver of any right or remedy.

13 Revision History

Rev.	Date	Responsible	Details of Change