

NON-DISCLOSURE AGREEMENT

Shipbuilding Project

Agreement Date: August 4, 2025

Project Reference: SBC-2025-001

PARTIES

DISCLOSING PARTY ("Owner"):

Maritime Shipping Corporation

123 Harbor Drive

Sydney, NSW 2000, Australia

ABN: 12 345 678 901

RECEIVING PARTY ("Recipient"):

Pacific Shipyard Industries Pty Ltd

456 Shipyard Road

Newcastle, NSW 2300, Australia

ABN: 98 765 432 109

RECITALS

WHEREAS, the parties wish to explore potential business opportunities related to the construction of a bulk carrier vessel;

WHEREAS, in connection with such discussions, Disclosing Party may disclose certain confidential and proprietary information to Receiving Party;

WHEREAS, Receiving Party acknowledges that such information is valuable and agrees to maintain its confidentiality;

NOW THEREFORE, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all information disclosed by the Disclosing Party, whether orally, in writing, or in any other form, including but not limited to:

Technical Information:

- Vessel specifications and design parameters
- Engineering drawings and technical documentation
- Performance requirements and operational parameters
- Propulsion and machinery specifications
- Hull form and structural designs
- Equipment specifications and supplier information

Commercial Information:

- Pricing information and cost structures
- Payment terms and financing arrangements
- Delivery schedules and construction timelines
- Supplier and subcontractor relationships
- Market analysis and competitive intelligence
- Business plans and strategic information

Operational Information:

- Construction methodologies and processes
- Quality control procedures
- Testing and trial protocols
- Safety procedures and compliance methods
- Project management systems and schedules

Legal and Regulatory Information:

- Regulatory compliance strategies
- Classification society interactions
- Flag state requirements and approvals
- Environmental compliance measures
- Insurance arrangements and risk management

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

- a) Is publicly available at the time of disclosure or becomes publicly available through no breach of this Agreement;
 - b) Was known to Receiving Party prior to disclosure, as evidenced by written records;
 - c) Is independently developed by Receiving Party without use of Confidential Information;
 - d) Is rightfully received from a third party without breach of confidentiality obligations;
 - e) Is required to be disclosed by law, regulation, or court order (with prior notice to Disclosing Party).
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3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

Confidentiality:

- Maintain strict confidentiality of all Confidential Information
- Not disclose Confidential Information to any third party without prior written consent
- Use Confidential Information solely for evaluating potential business opportunities
- Exercise the same degree of care as used for its own confidential information, but not less than reasonable care

Access Control:

- Limit access to Confidential Information to employees, agents, and advisors who:
 - Have a legitimate need to know
 - Have been informed of the confidential nature
 - Are bound by similar confidentiality obligations
- Maintain a written record of all persons with access to Confidential Information

Security Measures:

- Implement appropriate physical and electronic security measures
 - Store Confidential Information separately from other materials
 - Use secure transmission methods for electronic communications
 - Limit copying and reproduction to essential business purposes
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4. PERMITTED USE

Confidential Information may be used solely for:

- Evaluating the proposed shipbuilding project

- Preparing quotations and proposals
 - Conducting technical and commercial due diligence
 - Negotiating definitive agreements
 - Other purposes expressly agreed in writing
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5. RETURN OF MATERIALS

Upon termination of discussions or upon request by Disclosing Party:

- All documents containing Confidential Information must be returned or destroyed
 - All electronic copies must be permanently deleted
 - A written certification of compliance must be provided within 10 business days
 - Working notes and analyses may be retained if legally required, subject to continued confidentiality
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6. TERM AND TERMINATION

Duration:

- This Agreement remains effective for **5 years** from the date of execution
- Confidentiality obligations survive termination
- Either party may terminate with 30 days written notice

Survival:

- Confidentiality obligations continue for 7 years after termination
 - Return of materials obligations are immediate upon termination
 - Legal remedies survive termination
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7. REMEDIES

Equitable Relief:

- Receiving Party acknowledges that breach would cause irreparable harm
- Disclosing Party is entitled to injunctive relief without posting bond
- Monetary damages may be inadequate remedy
- Legal and equitable remedies are cumulative

Monetary Damages:

- Receiving Party liable for all damages resulting from breach
 - Includes lost profits, competitive harm, and legal costs
 - Burden of proof on Receiving Party to show no harm occurred
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8. ADDITIONAL PROVISIONS

No License:

- No license or right to Confidential Information is granted
- All intellectual property remains with Disclosing Party
- No obligation to proceed with any transaction

No Warranty:

- Confidential Information provided "as is"
- No warranty as to accuracy or completeness
- Receiving Party conducts own due diligence

Governing Law:

- Governed by laws of New South Wales, Australia
 - Disputes subject to jurisdiction of NSW courts
 - Service of process accepted at addresses above
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9. GENERAL PROVISIONS

Amendment:

- Modifications must be in writing and signed by both parties
- Electronic signatures acceptable if legally binding

Severability:

- Invalid provisions do not affect remainder of Agreement
- Courts may modify provisions to maximum enforceable extent

Counterparts:

- May be executed in separate counterparts
 - Electronic copies constitute original signatures
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SIGNATURES

DISCLOSING PARTY

Maritime Shipping Corporation

John Smith, Chief Executive Officer

Date: _____

RECEIVING PARTY

Pacific Shipyard Industries Pty Ltd

Sarah Johnson, Managing Director

Date: _____

WITNESS 1

Name: _____

Title: _____

Date: _____

WITNESS 2

Name: _____

Title: _____

Date: _____

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Confidentiality Level: Restricted