

## **Non-disclosure, Non-circumvention and Non-competition Terms**

Parties:

Romas Marine (Monaco) SARL, 7 Avenue L'Industrie, 98000 Monaco, ("ROMAS")

The recipient of commercial information sent by and/or received from Romas (hereinafter "YOU"),

### **1. Purpose**

These Terms combine a non-disclosure, a non-competition, and a non-circumvention agreement. Romas has shared certain confidential information regarding certain new and useful business opportunities, trade secrets, equipment, vessels, business entity formation and structuring, or tax planning. In connection with these discussions, it may be necessary and/or desirable for ROMAS to provide the YOU with, or allow access to, proprietary, technical, or business data, and/or other confidential information (collectively the "Confidential Information"). Therefore, YOU, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. ROMAS believes, and the YOU hereby agree, that ROMAS's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to YOUR willingness to engage in the contemplated business discussions and planning. YOU agree that YOU shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

### **2. Confidential Information**

Confidential Information shall include, and shall be deemed to include, all information conveyed by ROMAS to YOU orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, vessels' names, Owners' details, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs/projects of ROMAS, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly demonstrated to be:

- a. Generally known or available to the public, through no act or omission on the part of the receiving party; or
- b. Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information evidently and documentary prior to having received this from ROMAS

### **3. Obligation of Confidentiality**

YOU agree that when receipt of any Confidential Information has occurred:

- a. YOU shall not disclose or communicate Confidential Information to any third party, except as herein provided. YOU shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that YOU use for your most crucial proprietary and trade secret information.
- b. YOU shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- c. ROMAS shall permit access to its Confidential Information to YOUR agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of YOU evaluating, contemplating, recommending, or engaging in any program or service offered by ROMAS or for the purpose of entering into a business relationship with the ROMAS, and only if said agents, employees, or third parties:
  - d. reasonably require access to the Confidential Information for purposes approved by this Agreement, and
  - e. have been apprised of this Agreement and the YOUR obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

### **4. Obligation of Non-Competition**

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which YOU agree YOU shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

### **5. Non-Circumvention**

YOU hereby agree for yourself, YOUR officers, directors, agents, associates and any related parties, that YOU will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through ROMAS, its officers, directors, agents or associates, for the purpose of avoiding the payment to the ROMAS of profits, fees or otherwise, without the specific written approval of ROMAS or any other purpose.

Violation of this clause shall carry a penalty of minimum US\$ 500.000,00 (United States Dollars five hundred thousand) as a minimum.

### **6. No Representations**

YOU understand that ROMAS makes no representation or warranty as to the accuracy or completeness of the information it provides to YOU. YOU agree that neither ROMAS, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the YOUR use of said information.

## **7. Term**

This Agreement shall, by mutual consent of the parties, remain in force and affect for a period of five years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

## **8. Jurisdiction**

The jurisdiction for this Agreement is global and worldwide. Should the Companies assert that a violation has occurred, the parties agree that the Companies shall be entitled to take action to remedy the violation in the locale and/or legal jurisdiction in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the Companies and their counsel.

As a standard Arbitration shall be in Rotterdam with Law of England to apply.

## **9. Miscellaneous**

a. As used in this Agreement, the following terms shall have the following meanings:

"Agents or employees" includes the directors, officers and employees of any of the parties, it also includes YOU, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which YOU are a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.

b. Except for the limited right to use granted in section 3(c) herein, no right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.

c. No agency or partnership relationship is created between the parties by this Agreement.

d. No party has an obligation under this Agreement to purchase any service or item from any of the other parties, or to offer any service or item for sale to any of the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.

e. **ANY** and **ALL** additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

f. This Agreement is made and shall be governed and construed in accordance with the laws of the England. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by ROMAS.

g. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

h. This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

**10. Mutuality**

To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential as to both parties, the Companies and YOU.