

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into by and between **Superyacht Holdings LLC**, a Delaware limited liability company (“**Superyacht Holdings**”), and the individual or entity electronically accepting this Agreement (“**Company**”) (each a “**Party**”, collectively the “**Parties**”). The Agreement shall become effective as of the date on which the Company electronically accepts the terms herein by clicking the “**I Accept**” button or checkbox (“**Effective Date**”). The address and contact information for Company shall be the information provided by Company during the electronic acceptance or registration process.

RECITALS

- I. **WHEREAS**, Superyacht Holdings will be presenting/disclosing to Company confidential information regarding Superyacht Holdings’ business;
- II. **AND WHEREAS**, Each Party (in each case that information is disclosed, the “**Disclosing Party**”) is willing, in accordance with the terms and conditions of this Agreement, to disclose to the other Party (in each case the “**Receiving Party**”), certain proprietary and Confidential Information (as defined below) to evaluate a potential working relationship;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Purpose.** Each Party may disclose to the other certain Confidential Information (defined below) including non-public business, financial and technical information solely to evaluate a potential business relationship between the Parties (“**Permitted Purpose**”). The Receiving Party shall use Confidential Information solely for the Permitted Purpose and for no other commercial or competitive purpose.
2. **Confidential Information.** Except as set forth below, the term “**Confidential Information**” means any information disclosed by the Disclosing Party to the Receiving Party that is marked confidential or that a reasonable person would consider confidential, including business plans, customer lists, financial data, technical data, trade secrets and other proprietary information, whether oral, written or electronic. All Confidential Information disclosed by Disclosing Party to Receiving Party shall be and shall remain Disclosing Party’s property, and nothing herein shall be construed as a license to make, use, license, sell or copy any inventions, ideas, trade secrets, trademarks, copyrightable works or other intellectual property of Disclosing Party, whether or not disclosed hereunder.
3. **Exceptions.** Confidential Information includes, and is deemed to include, all information conveyed by Disclosing Party to Receiving Party orally, in writing, by demonstration, or by other media, which is known, defined above, or should reasonably be known as Confidential Information. However, Confidential Information does not include information, which can clearly

be demonstrated to be: (a) generally known or available to the public, through no act or omission on the part of the Receiving Party, (b) provided by a third party without breach of any duty of confidentiality and not otherwise restricted, (c) independently developed by the Receiving Party without use of the Confidential Information, or (d) Required by law, if Receiving Party provides prompt written notice and an opportunity for Disclosing Party to prevent a court ordered disclosure.

4. **Receiving Party's Obligation.** Receiving Party agrees that when receipt of any Confidential Information has occurred the Receiving Party will: (a) use the same care as it uses for its own confidential data (at least reasonable care) and (b) share internally only with employees/advisers who have a need to know and are bound to keep it confidential.
5. **Return of Materials.** Upon written request, the Receiving Party will promptly return or destroy all Confidential Information and certify destruction in writing. Except if Receiving Party is advised in writing by counsel that it is prohibited by law, Receiving Party will also, to the extent possible, destroy all written material, memoranda, notes and other writings or recordings whatsoever prepared by it or its Representatives based upon, containing or otherwise reflecting any information relating to the Confidential Information. Any information relating to the Confidential Information that is not returned or destroyed, including, without limitation, any oral information, shall remain subject to the confidentiality obligations set forth in this Agreement.
6. **Accuracy and Completeness.** Disclosing Party makes no representations or warranties as to the accuracy or completeness of the Confidential Information. Receiving Party agrees that neither Disclosing Party nor any of its employees, agents or representatives shall have any liability to Receiving Party or its representatives resulting from the use of the Confidential Information supplied, except as may be set forth in a definitive agreement between Disclosing Party and Receiving Party relating to the Proposed Business.
7. **General Terms.**
 - 7.1. **Remedies; Cumulative Rights.** Each Party agrees that a breach or threatened breach of this Agreement may cause irreparable harm for which money damages are an inadequate remedy. The aggrieved Party may seek injunctive relief without posting bond, in addition to any other remedies available at law or in equity, all of which are cumulative.
 - 7.2. **Indemnification.** The Receiving Party shall indemnify, defend and hold harmless the Disclosing Party and its affiliates, officers, directors, employees and agents from any losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising out of (a) the Receiving Party's breach of this Agreement or (b) enforcement of this Agreement against the Receiving Party, provided the Disclosing Party is the prevailing party.
 - 7.3. **Term.** The obligations in this Agreement survive for three(3) years from each disclosure; trade-secret information remains protected for so long as it qualifies as a trade secret under applicable law.
 - 7.4. **Governing Law; Dispute Resolution.** This Agreement is governed by the internal laws of the State of Delaware. Any dispute arising under or related to this Agreement shall be finally resolved by binding arbitration under the JAMS Rules by one arbitrator seated in

Delaware. Judgment on the award may be entered in any court of competent jurisdiction. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party.

- 7.5. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings. It may be amended or waived only by a writing signed by both Parties. A failure or delay in enforcing any right is not a waiver of that right.
- 7.6. **Assignment.** Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except to a successor in connection with a merger, sale of substantially all assets, or similar transaction. Any unauthorized assignment is void. This Agreement binds and benefits the Parties, their successors and permitted assigns.
- 7.7. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force, and the invalid provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by law.
- 7.8. **Notices.** All notices under this Agreement shall be given electronically via email at the email addresses provided during electronic registration or acceptance.
- 7.9. **Relationship of the Parties.** Nothing in this Agreement creates a partnership, joint venture, agency or fiduciary relationship between the Parties. Each Party is an independent contractor.

Electronic Acceptance.

By clicking “**I Accept**,” you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of this Agreement. You represent and warrant that you have authority to bind yourself or the entity you represent to this Agreement. Your electronic acceptance constitutes an original and binding signature, and a record of this acceptance will be maintained electronically by Superyacht Holdings LLC. You acknowledge having had sufficient opportunity to review this Agreement before electronically accepting its terms.