Dated 2024-03-09

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

1. SIGNEE
2. Mister Sustainability

**THIS AGREEMENT** is made Saturday, 09 March 2024 (the “**Effective Date**”)

**BETWEEN:**

(1) **SIGNEE** (person living at ADDRESS) born on BIRTH DATE in BIRTH PLACE (“Signee”)

AND

(2) **Mister Sustainability** (company registered number 76925919) with Registered Office at Graaf Jan van Nassaustraat 8B, 3051 GE Rotterdam, The Netherlands, who wholly owns the organization and brand name ‘Sustainable Ships’ (“SUSTAINABLE SHIPS”)

hereinafter collectively referred to as the “**Parties**” and each one being a “**Party**”

**RECITALS:**

**WHEREAS** the Parties wish to work together on ‘Sustainable Ships’, an on-demand consultancy platform intended to service the maritime industry, engage in confidential discussions and/or negotiations concerning disclosure to selected parties and companies of Company Data and Information, Ship Data and Information, Energy Saving Technology Data and Information, Ship Decarbonization and Sustainalizing the Maritime Industry in general; (“Purpose”)

**AND WHEREAS** the Parties expect that during said discussions it may be necessary for each Party to disclose information to the other Party(ies) that it regards as confidential;

**AND WHEREAS** the Parties wish to reciprocally protect and safeguard the confidentiality of such information and desire to define their respective rights and obligations in relation thereto in this Agreement.

**NOW THEREFORE,** it is hereby agreed as follows:

1. Definition and interpretation

“**Confidential Information**” means (i) any and all information, including but not limited to, technical, commercial, financial and non-public general information relating to the business, facilities, products, techniques, data and processes of any Party or its affiliated companies and/or its contracting parties including clients and sub-contractors, regardless of such information being disclosed in oral (confirmed in writing within thirty (30) days), written, graphic, machine recognizable, electronic and/or sample form; and (ii) any and all information that is obtained by a Party through examination, testing or analysis of any hardware, software or any part thereof provided under this Agreement. Each of the Parties hereto is a disclosing party (the “**Discloser**”) and a receiving party (the “**Recipient**”) of Confidential Information.

1. Purpose of disclosure

Confidential Information is disclosed for the purpose of working together and disclosing confidential information between the Parties with regards to the Purpose. This Agreement does not obligate any Party to disclose any Confidential Information to any other Party or to enter into any other agreement or arrangement, nor shall it be construed as granting any rights by license or otherwise in any such information, including but not limited to, software, data, intellectual property rights or inventions.

1. Standard of care
   1. The Recipient agrees to receive and maintain Confidential Information in the strictest confidence and to safeguard the Confidential Information with the same degree of care as is used by the Recipient to protect its own confidential information, but in no event less than reasonable care. The Recipient agrees further not to use Confidential Information received from the Discloser for its own benefit or for a purpose other than as expressly set forth in this Agreement or to disclose such information to third parties, without the prior written permission of the Discloser.
   2. The Recipient shall not be entitled to any right or licence in relation to the Confidential Information of the Discloser and the Recipient may not copy, reproduce, publish, distribute, adapt, modify or amend any part of the Confidential Information without the prior written consent of the Discloser. The Recipient acknowledges that the discloser retains the copyright and all intellectual property rights in the Confidential Information.
2. Employees

The Recipient further agrees to disclose the Confidential Information only to its directors, officers employees/personnel and professional advisers who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized hereunder and who are bound by duties of confidentiality and non-disclosure that are no less restrictive than those herein.

1. Exceptions

The Recipient is not obligated to keep as confidential any Confidential Information that the Recipient can demonstrate by documentary evidence (i) is already known to the Recipient or in its possession before the disclosure hereunder free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act or default of the Recipient; (iii) is received from a third party without similar obligations of confidence and without breach of this Agreement; (iv) is independently developed by the Recipient without reference to any Confidential Information; or (v) is approved for release by written authorization of the Discloser.

1. Legal obligation to disclose

Should the Recipient be obligated to disclose Confidential Information received hereunder pursuant to a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body, the Recipient shall, before such disclosure is made, immediately notify the Discloser, and upon the request of the latter, shall cooperate with the Discloser in contesting such a disclosure.

1. Copies and return of confidential information
   1. The Recipient shall not make any additional copies of the Confidential Information without the prior written consent of the Discloser. The Recipient agrees that upon (i) termination of this Agreement and/or (ii) conclusion of discussions between the Parties and/or (iii) a request in writing by the Discloser, the Recipient will immediately (whether requested or not) cease use of and, within ten (10) days thereafter, subject to clause 7.2, return or, at the Discloser’s sole discretion destroy, all documents and tangible materials in its possession which contain any Confidential Information and permanently erase from its systems and data carriers any Confidential Information held by it in intangible form. Upon request of the Discloser, the Recipient shall certify in writing that the Recipient has complied with the obligations set forth in this Clause.
   2. Subject to a continuing obligation in accordance with Clause 3 for so long as any such copy shall be retained the Parties will be permitted to retain:
      1. one copy of the Confidential Information if specifically required to do so by laws or a court in circumstances provided in Clause 6 above; and/or
      2. copies of any computer records and files containing any of the other Party’s Confidential Information which have been created pursuant to automatic archiving or back-up procedures and which are not generally accessible.
2. Effective date and term

This Agreement commences on the date first written above and shall continue for a period of one (1) year. After one year, the agreement will continue to be effective unless terminated by any Party by written notice to the other Parties. The Recipient’s obligations under this Agreement shall survive the termination or expiration of this Agreement, regardless of the manner of such termination, for a period of five (5) years from the date of last disclosure under this Agreement.

1. Severability and no waiver
   1. In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the Parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.
   2. Failure of a Party to exercise, or delay in exercising, a right, power or remedy provided in this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Agreement this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
2. Assignment

Neither this Agreement nor any right hereunder, shall be assignable by any Party without the prior written consent of the other Parties (other than for the purposes of internal corporate reconstruction, reorganisation or merger), and any purported assignment without such consent shall be void. No third party shall be entitled to enforce any of the terms hereof under the Contracts (Rights of Third Parties) Act 1999 or on any basis.

1. Whole agreement

This Agreement shall be binding upon and inure to the benefit of the Parties’ successors in interest. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous or contemporaneous communications, representations, understandings, and agreements, either oral or written, between the Parties or any officials or representatives thereof. This Agreement may not be changed or modified except by a written agreement signed by the Parties hereto or by their successors in interest.

1. Damages
   1. In the event of any breach or violation of this Agreement by the Receiving Party, the Receiving Party shall be liable to the Disclosing Party for liquidated damages in an amount not less than €50,000 (Fifty Thousand Euros) per occurrence, as a minimum and genuine pre-estimate of the loss likely to be suffered by the Disclosing Party due to such breach. The liquidated damages provided herein shall be payable immediately upon demand by the Disclosing Party and shall be in addition to any other remedies available to the Disclosing Party under law or equity.
   2. The Parties acknowledge and agree that the liquidated damages specified herein represent a reasonable minimum compensation for the harm caused by the breach, the actual damages of which may exceed this amount. The Parties further agree that such liquidated damages are not intended as a penalty but rather as a reasonable measure of compensation for the harm caused by the breach, the actual damages of which may be difficult to ascertain.
2. Injunctive relief

Each Party acknowledges that damages may not be an adequate remedy for breach of this Agreement and that a Party may seek injunctive relief to remedy any actual or threatened unauthorized use or disclosure of Confidential Information.

1. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles.

1. Affiliation Clause

The Parties acknowledge and agree that this Agreement extends to and binds not only the signing company ("Sustainable Ships") but also its subsidiaries, sister companies, parent companies, affiliated entities, and any other related entities or holdings (collectively referred to as "Affiliates") including any affiliated entities created in the future during which the effective term is in effect.

1. Confidential Information Disclosure

The Receiving Party agrees to hold in confidence and not disclose, directly or indirectly, any Confidential Information received from the Disclosing Party or its Affiliates. The Receiving Party shall use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information.

**IN WITNESS WHEREOF THIS AGREEMENT** has been signed on behalf of the Parties by their duly authorized representatives.

**SIGNATORIES**

**SIGNED** for and on behalf of

SIGNEE:

Signature: …………………………………………………………

Date: …………………………………………………………

**SIGNED** for and on behalf of

A picture containing text, athletic game, sport

Description automatically generatedSustainable Ships by:

Signature: ……………………………………………………

Name: Vincent Doedée Title: Owner Date: 2024-03-09