
NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into by and between HAI JIANG 1401 PTE. LTD. (the “Hai Jiang 1401” or the “Disclosing Party”) organised and existing under the laws of Singapore (Singapore UEN No. 201402685N) having its registered office at 80 Robinson Road, #02-00, Singapore 068898 and [REDACTED] (the “Receiving Party”), with its registered address at [REDACTED] (each a “Party” and together, the “Parties”).

WHEREAS the Parties wish to develop further business between the Parties in respect of the sale of m.v. “SEVEN CHAMPION” with IMO number 9377377 (the “Vessel”) by public online auction hosted by Zhejiang Shipping Exchange Co., Ltd. on the website shipbid.net and the novation of its attached bareboat charter (the “Potential Transaction”), the Parties are willing to and desire to disclose to each other some Confidential Information (as defined below) pursuant to the terms of this Agreement.

The Parties hereby agree as follows:

1. DEFINITIONS

For the purposes of this Agreement the following expressions have the following meanings:

Authorised Person means any director, officer, employee, affiliate, agent, representative, professional advisor and independent contractor of the Receiving Party or of its Group company, who is participating in the Potential Transaction and needs to know the Confidential Information.

Confidential Information means any and all materials or information disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose defined below in whatever form which may be non-public, proprietary or confidential in nature and includes any information or analysis derived from, containing or reflecting such information, and which has been expressly marked or otherwise indicated by the Disclosing Party to the Receiving Party to be treated Confidential at the time of disclosure unless otherwise waived by the Receiving Party, but excluding any information received in accordance with Clause 4.1.

Control means the power, directly or indirectly, either to (a) vote over 50% of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of a company or (b) direct or cause the direction of the management and policies of such company, whether by contract or otherwise and the term “**Controlled**” will be construed accordingly.

Effective Date means [●] 2024.

Group means a Party and any other company that, directly or indirectly, it is in Control of, is Controlled by, or is under common Control with.

IP means any patents, registered designs, Marks, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models whether registered or unregistered and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, ‘get-up’ and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part

of the world.

Law means any law, rule, regulation, judicial or governmental order (regardless of its source), including judicial or administrative interpretation of them, in force from time to time.

Marks means trademarks, service marks (whether registered or not), domain names and social networking identifiers.

2. NON-DISCLOSURE

All Confidential Information disclosed by the Disclosing Party to the Receiving Party concerning the Potential Transaction will be protected under the terms of this Agreement from the Effective Date. All Confidential Information will remain the property of the Disclosing Party, which warrants that it has the right to disclose it but does not warrant its accuracy or completeness.

3. USE RESTRICTIONS

The Receiving Party shall use all Confidential Information solely for the purpose of enabling and assisting the Receiving Party to evaluate the Potential Transaction (the "Purpose") and undertakes to:

- (a) Only disclose it to Authorised Persons only where necessary to fulfil the Purpose;
- (b) keep the Confidential Information private and confidential and shall not disclose or release any of the same to any other person, and treat the Confidential Information with reasonable care (and at least the same level of care as if it were its own) and use reasonable measures to prevent unauthorised access, disclosure, destruction, or loss;
- (c) not make any copies of it unless this is necessary for the Purpose;
- (d) to the extent as it is reasonably permissible and permitted under the applicable Law, notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;
- (e) upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed unless at such time this Agreement or the Potential Transaction is the subject of legal action. The Receiving Party may retain Confidential Information only to the extent required by the applicable Law or regulatory requirement or in compliance with its company policies in relation to electronic back-up data. The provisions of this Agreement will continue to apply to any retained Confidential Information; and
- (f) inform its Authorised Persons of the provisions of this Agreement and procure that they should treat such information as if they were bound hereby.

4. EXCEPTIONS

4.1 Confidential Information will not include any information that:

- (a) is generally or publicly available other than by breach of this Agreement;
- (b) is lawfully in the possession of the Receiving Party at the time of its disclosure under this Agreement, free of any restriction as to its use or disclosure for the benefit of the Disclosing Party;
- (c) has been obtained from a third party who is not under an obligation of confidentiality for the benefit of the Disclosing Party; or

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- (d) has been independently developed by the Receiving Party without using any Confidential Information disclosed hereunder.
- 4.2 This Agreement does not prevent the disclosure of Confidential Information by a Receiving Party where such disclosure is required by Law, and in such circumstances the Receiving Party will, prior to such disclosure:
- (a) to the extent as is reasonably practical and permitted by Law, gives the Disclosing Party evidence of the order for disclosure and reasonable notice to allow the Disclosing Party an opportunity to seek a protective order or similar; and
 - (b) provide all assistance the Disclosing Party reasonably requires to protect its Confidential Information.
- 4.3 Subject to Clause 4.2(a) and (b) above, the Receiving Party will exercise all reasonable efforts to cooperate with the Disclosing Party to limit any disclosure of Confidential Information under Clause 4.2 solely to that which is necessary to respond to any relevant disclosure request and will work in consultation with the Disclosing Party in responding to any such request.

5. NO LICENSE

- 5.1 No Party will use the other Party's name or Marks in any public disclosure save as otherwise required by the Potential Transaction or compliance with any local laws and regulations or statutory and court order disclosure obligations without that other Party's prior written consent.
- 5.2 Except as expressly provided herein or under a separate written agreement between the Parties, no title, right or interest in or to any IP in the Confidential Information is granted to the Receiving Party. The Receiving Party will not apply or register any title, right or interest in or to any IP for any part of the Confidential Information.
- 5.3 No Party will assign, novate, sub-contract or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party (consent not to be unreasonably withheld) except for any disclosure or transfer made within the same Group of a Party as is reasonably required by the Potential Transaction and/or the Purpose.

6. GENERAL TERMS

- 6.1 The Receiving Party agrees that any breach or threatened breach of this Agreement by the Receiving Party may cause not only financial harm, but irreparable harm to the Disclosing Party, that money damages may not provide an adequate remedy, therefore, without limiting any other rights or remedies at law or equity which the Disclosing Party may have, the Receiving Party agrees that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of the provisions of this.
- 6.2 The Receiving Party shall also indemnify and hold harmless the Disclosing Party and the Authorized Persons against all liabilities, losses, damages, costs and expenses arising out of claims by any third party for breaches or infringes intellectual property or confidentiality obligation.
- 6.3 This Agreement constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all previous agreements between the Parties relating to the Purpose to the extent of any conflict. No variation of this Agreement is effective unless it is in writing between the Parties.

6.4 This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to create exclusivity commitment, teaming arrangement, joint venture, partnership or any other collective or collaborated business organisation or similar arrangement(s) between the Parties.

6.6 [This Agreement shall be governed by and interpreted in accordance with the substantive laws in the Hong Kong Special Administrative Region (HKSAR). Any dispute arising from or in connection with this Agreement shall be submitted to exclusive jurisdiction of HKSAR Courts. Notwithstanding the foregoing, the Parties shall undertake all reasonable efforts to settle by means of negotiation any disputes arising out of or in connection with this Agreement before taking any legal actions.]

This Agreement is made solely between and for the benefit of the Disclosing Party. Except where expressly stated, this Agreement is not intended to be for the benefit of and will not be enforceable by any other person.

Signed by _____

for and on behalf of **HAI JIANG 1401 PTE. LTD.**

Name:

Job Title:

Signed by _____

for and on behalf of []

Name: []

Job Title: []