

NON-DISCLOSURE AGREEMENT

This Agreement dated (the “**Agreement**”) is made by and between:

- (1) **Bergen Engines AS** on behalf of itself and the Bergen Engines AS group entities, (company registered number 997016238) whose registered office is at Hordvikneset 125, 5108 Hordvik, Norway, and any affiliates (“**BEAS**”) and
- (2) (company registered number),
whose registered office is at
..... (“ ”)

Bergen Engines, its listed entities under clause 21 and
collectively referred to as the “**Parties**” and individually as a “**Party**”.

This Agreement shall govern the disclosure of Confidential Information (as defined below) by the Discloser to the Recipient in relation to all *materials, files and information for presentation, technical- and commercial discussion, engineering and offering* regarding the project
(the “**Purpose**”).

For the Purpose of this Agreement, Recipient is the Party which receives information and Discloser is the Party which discloses information being either Party construed as Recipient and/or Discloser, whichever is the case as it receives or discloses information classified as confidential.

In this Agreement confidential information shall mean any and all information, whether in oral, written, graphic, visual, machine-readable or any other form, but not be limited to, technical, financial, marketing, sales, business and/or commercial information, data, samples, manufacturing processes, formulae, methods, know-how, test results, trade secrets, software, manufacturing, sketches, designs, price sensitive information, business plans, financial data, specifications, technical information, device results, drawings, agreements, products, process information, computer programming techniques, and any other information of the Discloser that has been disclosed to the Recipient prior to or after the date of this Agreement in relation to the Purpose and/or shall be disclosed by the Discloser to the Recipient in relation to the Purpose and all other information that based on its nature should reasonably be considered as confidential due to the manner of communication or the nature of the content of the information entrusted (the “**Confidential Information**”).

The Recipient hereby acknowledges that maintaining confidentiality of the Confidential Information is essential for the protection of the Discloser’s legitimate commercial interests and that their respective Confidential Information is proprietary, has been developed and obtained through great efforts, and that each Party regards all of its Confidential Information as trade secrets.

Accordingly, in consideration of the disclosure of Confidential Information by the Discloser to the Recipient, the Recipient acknowledges, represents and undertakes as follows:

1. All Confidential Information that is disclosed by the Discloser in whatever form to the Recipient shall be kept by the Recipient in the strictest confidence and the Recipient shall exercise all commercially reasonable care consistent with industry standards to

preserve the confidentiality of all Confidential Information and shall not without the Discloser's prior written consent be disclosed in whole or in part to any other party, except to the extent expressly permitted pursuant to clauses 3 and 5 below.

2. The Recipient shall (i) ensure the prompt return to the Discloser, upon the Discloser's written request, of all Confidential Information in the Recipient's possession and (ii) on the Discloser's written request destroy or erase, or procure the erasure or destruction of, any Confidential Information in its possession, including any copies or reproductions of any such Confidential Information and any materials, notes or analyses derived from or containing any such Confidential Information, in whatever medium. Notwithstanding the foregoing, the Recipient shall be entitled to retain archival copies for the purpose of evidencing the content and the course of the discussions or insofar as is necessary to comply with statutory retention obligations. Further, the obligation to return and/or erase does not cover copies of Confidential Information received which are created during routine data backups on dedicated backup media, subject to the condition that such copies are not recovered or otherwise accessed.
Upon request by the Discloser, the Recipient shall confirm in writing that all Confidential Information as well as any copies thereof have been destroyed, returned or deleted, as the case may be. The Recipient shall also make sure that its Representatives will comply with this obligation.
3. The Recipient shall be entitled to disclose Confidential Information to those of its directors, employees, officers, agents, partners or professional advisors ("**Representatives**") who strictly need to know the Confidential Information in relation to the Purpose, provided that the Recipient:
 - (a) informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - (b) procures that such Representatives shall, in relation to the Confidential Information disclosed to them, comply with this Agreement as if they were the original recipient; and
 - (c) shall at all times be liable for the failure of such Representatives to comply with the terms of this Agreement.
4. The above obligations of the Recipient do not apply to any Confidential Information that:
 - (a) prior to disclosure was lawfully in Recipient's possession as properly evidenced by written records and was not acquired directly or indirectly from Discloser; or
 - (b) is or becomes available in the public domain, without restriction, other than as a result of unauthorized disclosure by Recipient or its Representatives; or
 - (c) is independently developed without use of or reference to the Confidential Information by the Recipient, as evidenced by the Recipient's records; or
 - (d) becomes known to either Party from a third party on an unrestricted, non-confidential and lawful basis; or
 - (e) has been in the possession of the Recipient prior to such disclosure, as evidenced by the Recipient's records; or
 - (f) whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the Parties, has ended; or
 - (g) is required to be disclosed by law or any regulatory or government authority.

5. In the event that the Recipient is requested or required by any court or governmental agency or authority to disclose any of the Confidential Information, the Recipient will to the extent permitted under the applicable law provide the Discloser with prompt notice of such request or requirement in order that the Discloser may either seek appropriate protective relief from all or part of such request or requirement or waive the Recipient's compliance with the provisions of this Agreement with respect to all or part of such request or requirement. If the Discloser fails to obtain such relief or to waive compliance, the Recipient will disclose only that portion of the Confidential Information which the Recipient is legally compelled to disclose and to the extent permitted under the applicable law. The Recipient will notify the Discloser in writing of the content of such disclosure prior to such disclosure being made.
6. Neither Party will use any of the Confidential Information in the design, procurement, manufacture of products or services sold or offered for sale to anyone other than the Discloser, without the Discloser's express prior written consent. All Confidential Information shall remain the property of the Discloser or one of the Discloser's associated companies, as the case may be. Further, save as otherwise expressly agreed in writing, the Discloser shall have no liability for any results derived by the Recipient from any Confidential Information and any act or omission by the Recipient in reliance upon any Confidential Information shall be entirely at the Recipient's own risk. All use of Confidential Information received by the Recipient shall be for the benefit of the Discloser only and any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.
7. Each Party acknowledges that nothing herein shall be construed as granting to it any license, trademark, copyright or patent rights of the other or under any Confidential Information provided or generated hereunder. The Recipient shall not reverse-engineer or otherwise decompile or disassemble any Confidential Information it receives pursuant to this Agreement. The Recipient shall notify the Discloser in writing immediately upon discovery of any unauthorized use or disclosure of any Confidential Information and shall reasonably cooperate with the Discloser to regain possession of the Confidential Information and prevent any further unauthorized use or disclosure. No license rights in any Confidential Information or the underlying intellectual property are granted or implied under this Agreement.

Confidential Information is provided "AS IS" without any representations, guarantees, assurance warranties or other inducement, express or implied, including as to accuracy. The Discloser will not be liable for any damages or losses resulting from the receipt or use of Confidential Information.

The Parties understand and acknowledge that neither of them as well as none of their Representatives are making any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the Confidential Information and that none of the aforementioned shall have any liability to any person resulting from any use of the Confidential Information.

8. Except for the obligations of the Parties set forth herein with respect to confidentiality of Confidential Information, nothing in this Agreement shall be construed as an obligation by either Party to disclose its Confidential Information to the other Party and/or to enter

into any further contract or other business relation.

9. The Recipient agrees that in the event of any actual or threatened breach of this Agreement, including without limitation the actual or threatened improper use or disclosure of Confidential Information, the Discloser may suffer irreparable injury, such that no remedy at law may afford adequate protection against, or appropriate compensation for, such injury. The Recipient hereby agrees that the Discloser shall, in such event, be entitled to seek injunctive relief to enforce the Recipient's obligations under this Agreement. Neither Party shall be liable to the other Party for any consequential, special, incidental, exemplary, or punitive damages for performance or non-performance under this Agreement including, without limitation, damage claims based on causes of action for breach of contract and tort. Nor shall either Party be liable to the other for any claim of lost profits, whether such claim of lost profits is categorized under this Agreement as indirect, direct or consequential damages or alternative theories of recovery. The damages shall be proven. The maximum liability of the Parties shall be limited to € 50,000.00 per event in the event of a breach of the duty of confidentiality.
10. This Agreement shall be effective from the date of signature by the last signing Party. This Agreement may be terminated by any Party upon thirty (30) days written notice to the other Party. Unless thus earlier terminated, this Agreement shall remain in force from the effective date of this Agreement for a period of ten (10) years and shall automatically expire thereafter (the "**Term**"). Termination of this Agreement for any reason shall not relieve any Party of any obligation to preserve Confidential Information received prior to termination, and all such obligations shall continue from the period set forth above. The obligation to keep the received Confidential Information confidential and to only use it for the Purpose shall survive the termination and/or expiration of this Agreement for five (5) years after termination and/or expiration.
11. The Recipient agrees that no failure or delay by the Discloser in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege under this Agreement.
12. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by next working day delivery service or by commercial courier, to each Party required to receive the notice at each Party's respective address as recorded at the beginning of this Agreement.
13. The Parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to this Agreement.
14. This Agreement and any dispute or claim arising out of or connection with it shall be governed by and construed in accordance with the laws of England and Wales (the "**Governing Law**") without regard to any conflicts of law rules that would result in the application of the law of another jurisdiction. The application of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
15. Any dispute arising out of, relating to or in connection with the Agreement shall be

referred to and finally resolved by arbitration administered by the rules of arbitration of the International Chamber of Commerce (“ICC”) in accordance with its rules in effect at the time the arbitration is commenced and without recourse to the ordinary courts of law. The place of the arbitration shall be London and the language of the arbitration shall be the English language. The award and decision of the arbitral tribunal shall be conclusive and binding upon the Parties in the arbitration proceedings and judgment upon the award may be entered in any court of competent jurisdiction.

16. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. Neither Party shall assign this Agreement or any rights or obligations thereunder without the consent of the other Party.
17. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or a joint venture between the Parties or any third party or cause any Party to be responsible in any way for the debts and obligations of the other Party.
18. In the event that any provision or part thereof of this Agreement shall prove to be invalid, illegal, void or unenforceable, such provision or part thereof shall be deemed to be separable and severable from the other provisions, which shall remain binding. The Parties shall replace the invalid, illegal, void or unenforceable provision or part thereof with a new provision which gives effect so far as is permissible under the Governing Law to the intention of the severed provision or part thereof.
19. No amendment, change, modification or termination of any terms, provisions or conditions to this Agreement shall be valid, binding and/or effective unless in writing and signed by an authorized representative of each of the Parties. The amendment should include the date of signing and an explicit reference to this Agreement. Several amendments should be numbered in a proper order. The same applies for any waiver of this requirement.
20. This Agreement shall constitute the entire agreement between the Parties and shall supersede all prior and contemporaneous oral and written undertakings, discussions, understandings, negotiations and preliminary agreements as far as it applies to the subject matter of this Agreement.

21. BERGEN ENGINES AS ENTITIES

Bergen Engines AS legal entities as at December 2024		Address
Bergen Engines AS	Norway	P.O Box 3, Hylkje, 5877 Bergen
Bergen Engines S.L.	Spain	Poligono Industrial de Constanti, c/Dinamarca, s/n 43120 CONSTANTI, Tarragona
Bergen Engines Limited	United Kingdom	Building No 2, Enterprise Way, Retford, Nottinghamshire, DN22 7HH, England
Bergen Engines India Private Limited	India	52-B, 2 nd Floor, Okhla Industrial Estate, Phase –III, New Delhi - 110020
Bergen Engines S.r.l.	Italy	Via Castel Morrone 13, 16161 Genova
Bergen Engines B.V.	Netherlands	86 Merwedestraat, 3313CS Dordrecht
Bergen Engines Denmark AS	Denmark	Vaerftsvej 23, DK-9000, Aalborg
Bergen Engines (Bangladesh) Limited	Bangladesh	Green Grandeur, 6 th Floor, Plot No 58E, Kemal Ataturk Avenue, Banani C/A, Dhaka -1213
Bergen Engines Inc	United States of America	2128 Braker Lane, Austin, Texas, 78758
Bergen Engines Mexico S, de R.L. de C.V.	Mexico	Carretera s San Miguel de Allende 1186, Nave 11 C, Business Park NAVETEC Santa Rosa, Queretaro, C.P 76223

IN WITNESS THEREOF, this Agreement has been signed by authorised representatives of the Parties in duplicate, both being an original:

Signed for and on behalf of:

Bergen Engines AS

Signature:

Name:

Title:

Place/Date

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Signature:

Name:

Title:

Place/Date