

## MUTUAL CONFIDENTIALITY AGREEMENT

**THIS MUTUAL CONFIDENTIALITY AGREEMENT** ("Agreement"), is made and entered into as of XXX, 201X, by and between United Maritime Group with offices at 601 S Harbour Island Blvd, Suite 230, Tampa, FL 33602 ("UMG") and \*\*\*\*\*, a \*\*\*\* corporation with offices at \*\*\*\*\* ("Company").

**WHEREAS**, United Maritime Group and Company (collectively, the "Parties" and individually, as applicable, the "Party") desire and agree to undertake discussions and related activities concerning (Include description)

**WHEREAS**, during the course of the Project, each Party (as "Discloser") expects that it may provide confidential technical, business and/or other information to the other (as "Recipient") that it desires to be kept confidential;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1. Term** - The term of this Agreement shall commence on the Effective Date and continue for five (5) years thereafter, or until earlier terminated pursuant to the Termination paragraph herein ("Term"). Only Confidential Information disclosed between the Parties during the Term shall be subject to the confidentiality obligations imposed by this Agreement.
- 2. Definition of Confidential Information** – “Confidential Information,” shall mean, with the exceptions set forth below, the existence and content of any information, whether in written, oral, electronic or other form, which the Recipient, directly or indirectly, acquires from the Discloser or any of its affiliates (including their directors, officers, employees, agents, representatives and advisors), through conversations, observations, documents or otherwise, and any other confidential and/or proprietary information of the Discloser or its affiliates, including, without limitation, information concerning its or its affiliates’ know-how and technical and business activities, customers, present or proposed plant/facility operations, equipment specifications, process schemes, trade secrets, proprietary tools, product properties, specifications, formulae, designs, drawings and/or prototypes, product manufacturing techniques, facilities, pricing, forecasts, marketing or commercial information of any type, sales, distribution and logistical functions, economies, and present or future business plans and operations.
- 3. Exceptions** - Information is not Confidential Information under this Agreement if it can be documented to have: (a) been rightfully in the possession of the Recipient prior to the date of its disclosure; (b) been in the public domain by publication or any other means other than as a result of Recipient’s breach of its confidentiality obligations hereunder; (c) been independently developed by the Recipient or its representatives or affiliates having no access to the Confidential Information of the Discloser; or (d) been supplied to the Recipient without restriction by a third party lawfully in possession thereof who has no contractual or fiduciary obligation to Discloser or another in respect thereto.
- 4. Restrictions on Use of Confidential Information** - Each Recipient agrees as follows:

4.1 It will keep Discloser's Confidential Information in confidence, not use or reproduce it except in connection with the Project, nor disclose it to any third party;

4.2 It will only disclose Confidential Information to those of its employees, officers, directors and agents who have a need to know such information in connection with the Project and who have a legal obligation to keep it confidential to at least the same extent as the confidentiality requirements by which Recipient is bound hereunder;

4.3 Unless otherwise agreed to in writing, with respect to any proprietary materials, devices, prototypes or samples provided by Discloser ("Samples"), Recipient agrees not to analyze, disassemble or otherwise attempt to identify or reverse engineer the Samples. All used and unused portions of the Samples shall be returned to Discloser at the earlier of the termination of the Project, termination of this Agreement or Discloser's request;

4.4 Neither this Agreement nor the disclosure of Confidential Information by Discloser nor the performance of the Project shall vest in the Recipient any right, title, or interest in, or any license under, any of Discloser's patents, copyrights, trade secrets, trademarks, licenses or other intellectual property or the right to use its name in advertising or otherwise.

## 5. **Standard of Care -**

5.1 Each Party agrees that all tangible and intangible forms of Confidential Information that it acquires from the other shall be safeguarded with the highest degree of control and care reasonably practicable, but not less than that degree of care practiced by each Party with respect to its own similar property under similar circumstances, and shall at all time remain the property of the Discloser.

5.2 Each Party represents that it has policies and procedures designed to protect its own confidential information, including notice to its employees and agents, to prevent unauthorized disclosure or use of such information, and agrees that the Confidential Information acquired from the other will be subject to such policies and procedures.

5.3 Each Party shall promptly, upon termination of the Project or this Agreement, or at such earlier date as Discloser requests, return to the Discloser or at its request destroy all tangible materials containing Confidential Information, including, without limitation, copies thereof and analyses, compilations, studies, and other documents that were created based in whole or in part on Confidential Information, and certify in writing to the Discloser that it has fully complied with the requirements of the Standard of Care paragraph. The Recipient may keep one archival copy of such Confidential Information for the sole purpose of maintaining a record of Confidential Information that was disclosed.

6. **No Representations or Warranties** - The Recipient: (i) acknowledges that the Discloser makes no representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information; (ii) agrees to assume full responsibility for all conclusions it derives from the Confidential Information; and (iii) agrees that the Discloser shall have no liability whatsoever to the Recipient on any basis (including, without limitation, in contract, tort,

under federal or state securities laws, or otherwise) as a result of the Recipient's use of the Discloser's Confidential Information; unless such shall otherwise be provided under the terms of another written agreement between the Parties. Neither Party is under any obligation to submit any Confidential Information to the other Party and any such submission is entirely voluntary. Further, nothing in this Agreement or in any disclosure of Confidential Information hereunder shall be construed as: (a) constituting or implying any representation or commitments as to the development or availability of commercial products, features or services; or (b) prohibiting either Party from proceeding independently to develop services or products competitive with those involved herein (provided such services or products are developed without use of the Confidential Information provided hereunder).

7. **Permitted Disclosure** - If either Party, as Recipient, is required by law, regulation, or order of court or government authority having competent jurisdiction to disclose Confidential Information of the other (i.e., of the Discloser), then the Recipient shall give the Discloser prompt written notice of such requirement, so that the Discloser may seek an appropriate protective order or other relief and shall withhold disclosure until the Discloser has had a reasonable opportunity to procure, and shall make reasonable efforts to assist the Discloser in procuring, such protective order or other relief, unless the Discloser has given written notice of its decision not to seek such relief. If despite such prompt notice and efforts, the protective order or other relief is denied, disclosure is mandated before it can be obtained, or the Discloser does not seek such relief, the Recipient may disclose such Confidential Information without liability hereunder, provided however that the Recipient shall use reasonable efforts to seek reliable assurances that confidential treatment will be accorded to such Confidential Information and, provided further, that such disclosure shall be limited to the specific information necessary to comply with such law, regulation or order.

8. **Termination** - At any time, either Party may terminate this Agreement by giving prior written notice to the other Party, provided that a Recipient's obligations with respect to Confidential Information disclosed to it by the Discloser prior to the expiration or termination of this Agreement shall continue for five (5) years after the expiration or termination of this Agreement, except that such obligations with respect to a Party's trade secrets shall continue indefinitely.

9. **Facility Visits** - In the event that visits are made to a Party's facilities by representatives of the other Party, such Party warrants that such representatives shall comply fully with applicable safety, security, confidentiality, health, and other facility regulations and that it will indemnify, hold harmless and defend the Party whose facilities are visited from and against any claims arising out of failure to so comply or any other negligent act or omission of its representatives.

10. **Compliance With Laws** – Each Party shall comply with all laws, rules, and regulations applicable to its activities pursuant to this Agreement, including, without limitation, all U.S. export control regulations.

11. **Survival** - The terms of this Agreement shall survive its expiration or earlier termination with respect to any rights or remedies, and outstanding liabilities or obligations, which accrued during the Term of the Agreement, including, without limitation, Sections: Obligation, Internal circulation, Standard of Care, No Representations or Warranties, Permitted Disclosure, Property rights, Compliance with Laws, Survival, Remedies for Breach and Miscellaneous.

12. **Remedies for Breach** - Each Recipient acknowledges that, in the event of a threatened or actual disclosure of Confidential Information in breach of this Agreement, such disclosure will cause immediate and irreparable harm to the Discloser and the damages incurred by the Discloser will be difficult or impossible to ascertain and inadequate to compensate Discloser. In such event, the Discloser shall be entitled to seek temporary, preliminary and injunctive relief in addition to monetary damages against Recipient.

13. **Miscellaneous** - The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed to create a principal-agent, employer-employee, partnership or co-venturer relationship between the Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its choice of laws rules. If any provision of this Agreement or part thereof shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, then such provision or part thereof shall be excised herefrom and the remaining provisions of this Agreement and parts thereof shall remain in full force and effect. This Agreement will be binding on the Parties and their successors and assigns, provided that neither Party may assign its right or obligations under this Agreement without the prior written consent of the other Party. This Agreement sets forth the entire understanding of the Parties with respect to its subject matter. This Agreement may be modified only by a written instrument executed by both Parties. This Agreement may be executed in any number of separate counterparts, all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

**UNITED MARITIME GROUP**

**SUPPLIER\*\*\*\*\***

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_