

GENERAL CONDITIONS OF THE CONFIDENTIALITY AGREEMENT

1. PREAMBLE

- 1.1. The General Conditions of this Confidentiality Agreement (hereinafter referred to as the "General Conditions") set out the requirements for the use, storage, and non-disclosure of confidential information of UAB "Aros Marine" (hereinafter referred to as "Aros Marine").
- 1.2. These General Conditions apply to all individuals and legal entities to whom Aros Marine directly or indirectly discloses confidential information (hereinafter referred to as the "Recipient"), regardless of whether a separate agreement has been concluded between Aros Marine and the Recipient.
- 1.3. These General Conditions shall become applicable to the Recipient from the moment the Recipient confirms their acknowledgment of them by signing the Special Conditions of the Confidentiality Agreement (hereinafter referred to as the "Special Conditions"), in another written form, or when confidential information related to the permitted purpose is disclosed to the Recipient.

2. PURPOSE OF GENERAL TERMS

- 2.1. The purpose of these General Conditions is to ensure the protection of Aros Marine's Confidential Information in cases where such information is disclosed to the Recipient for the purposes of evaluating and/or implementing potential or ongoing cooperation, services, products, or projects.

3. DEFINITIONS

- 3.1. In these General Conditions, the term "**Confidential information**" shall mean:
- 3.1.1. the fact itself that the Parties are in discussions about the Project, terms and conditions of these General Conditions and any information related to these General Conditions.
- 3.1.2. all information about the Services, Product, Project and/or all Aros Marine's and/or End-user's commercial, technical, production, financial, legal or any other information, including, without limitation, patents, inventions, works of authorship, models, know-how, design, engineering solutions, procurement requirements, customer lists, investors, employees, business and contractual relationships, and/or any information related to the Services, Product, Project and/or Aros Marine and/or End-user, which shall be disclosed or made available to the Recipient (its employees, freelance specialists, and any other persons acting in the name of the Recipient) orally, in writing, digitally/ electronically and/or in any other form or manner by Aros Marine and/or third parties mandated by Aros Marine, regardless whether or not marked as confidential, and in whatsoever form or manner disclosed or made available to the Recipient, including, without limitation, any kind of written and/or digital/ electronic documents or data, electronic correspondence, engineering or design documents, methodologies, drawings, schemes, photos, computer drives, via/by access to a server or any other information storage containers, via any other information storage, verbally in the course of discussions, negotiations or meetings, any other means and/or forms of information transfer.
- 3.1.3. any kind of practical experience given, provided, disclosed or otherwise transferred by Aros Marine to the Recipient in relation with the Projects where without this practical experience the Recipient would not be able to carry out the Services or Product for Aros Marine. Aros Marine practical experience is understood as the know-how of manufacturing processes, management models or other specialized managerial, productional and engineering experience owned and/or acquired by Aros Marine in its Activities.
- 3.1.4. any information, which may come to the knowledge of the Recipient as a result of these General Conditions and/or a contract for the Services, Product and/or Project, if such was concluded between the Parties.
- 3.2. In these General Conditions following terms shall mean:
- 3.2.1. "**Affiliate**" shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Aros Marine.
- 3.2.2. "**End-user**" shall mean Aros Marine's client, direct customer, group of companies of the customer and/or any company of the customer's group, other natural and legal persons representing or acting on behalf of the Recipient, its customer or customers, final end-user of Services and/or final end-user of Product and/or final end-user of the Project; For the purposes of these General Conditions the "**End-user**" shall also mean other companies established and functioning in an analogue position in the market, where the specialized Confidential information owned by Aros Marine constitutes the "know-how" that creates the added value and that is ought to be protected hereby.
- 3.2.3. "**Permitted Purpose**" shall mean the use of Confidential information for an exclusive purpose for the evaluation of a potential cooperation as to the Services, Product and/or Project and possible performance of a contract for the Services, Product and/or Project, if such was concluded between the Parties.
- 3.2.4. "**Services**" shall mean any Recipient's activities, related to creation of a tangible and/or intangible object (product), which is needed for Aros Marine's Activities/Projects and/or is provided for the benefit of Aros Marine, and is used and/or intended to be used in or for the benefit of Aros Marine's Activities/Projects, irrespective of the nature, extent and timing of the cooperation with the Recipient.
- 3.2.5. "**Product**" shall mean any idea, invention, work of authorship, know-how, design, engineering solution, software and/or any other product of information technology and/or any object of intellectual property or copyright, which is planned to be created, developed or created in or for the benefit of Aros Marine's Activities/Projects, through the use of the services of the Recipient or in collaboration with the Recipient, irrespective of the manner, extent and timing of the cooperation with the Recipient.
- 3.2.6. "**Project**" shall mean any Activity required for the creation and operation of a Product used or intended to be used in the Aros Marine's Activities, including, without limitation, Product design, technology solutions, development process, manufacturing, maintenance, all of which potentially require the supply of services, that potentially may be supplied by the Recipient or may be implemented in potential cooperation with the Recipient; as well as any Services and the performance of the Services that are needed for Aros Marine's Activities, and that may potentially be provided and/or performed by the Recipient; For the purposes of these General Conditions "**Project**" shall also mean any potential project or any project planned, received, ongoing or completed within Aros Marine's Activities, which, as the case may be, requires certain goods and/or services that may potentially be provided

or performed by the Recipient and/or which may be implemented through potential cooperation with the Recipient, regardless of the manner, extent and timing of cooperation with the Recipient.

3.2.7. **“Related persons”** shall mean Recipient’s employees, and/or production, technical, legal or financial consultants of the Recipient.

3.2.8. **“Activities”** shall mean activities that Aros Marine is engaged to, i.e. Aros Marine provides global repair and construction services for various types of ships, interior installation and interior repair services for ships, including, without limitation, repairs, insulation, electrical installation, design, construction, production, installation of walls, ceilings, floors, furniture, galleys and sanitary equipment; as well as design, manufacture, installation and installation of heating, ventilation and air conditioning systems; furniture design, engineering, production, installation and other services that are provided or will be provided in the future as the case may be.

3.2.9. For the purposes of these General Conditions, “Aros Marine” shall mean Aros Marine and its Affiliates, unless the context requires otherwise.

3.3. Section headings in these General Conditions are for convenience of reference only and are not to affect the interpretation of these General Conditions.

4. CONFIDENTIALITY OBLIGATIONS

4.1. By these General Conditions, the Recipient undertakes the following:

4.1.1. The Recipient shall keep all Confidential information strictly confidential, and shall not disclose it or make it available or accessible in any form or manner to third parties, and shall take all the necessary measures to ensure the confidentiality of Confidential information, by applying at least the same standard of care for protection of Confidential information as the Recipient does apply to its own confidential information, but in any event not less than reasonable care, by making reasonable efforts to prevent the unauthorized use and/or disclosure of such Confidential information to third parties;

4.1.2. The Recipient shall not make use of and shall not exploit any of the Confidential information for any purpose, except for the Permitted Purpose. In particular, the Recipient shall not seek to and will not use it to conclude a direct contract between the Recipient and the End-user for Services, Product and/or Project.

4.1.3. The Recipient shall not copy or reproduce in any form all and any of the Confidential information, except to the reasonable extent necessary for the Permitted Purpose.

4.1.4. Not later than the last day of the term indicated in Clause 4.6 of these General Conditions, on its own initiative and without a separate Aros Marine’s request, or immediately, but not later than within 10 (ten) business days from the date of receipt of Aros Marine’s request, which may provided be at any time, the Recipient shall return to Aros Marine or destroy all Confidential information, and shall certify in writing that it has destroyed and/or returned all copies of the Confidential information in its possession or control. Notwithstanding the return and/or destruction of Confidential information, the Recipient and Related persons remain bound by the confidentiality and other obligations set forth in these General Conditions.

4.1.5. The Recipient shall immediately advise Aros Marine of any unauthorized disclosure, misappropriation or misuse by any person of any of the Confidential information, immediately upon the Recipient having knowledge of the same.

4.2. The Recipient shall be entitled to provide the Confidential information only to the Related persons and shall not be in breach of obligations assumed pursuant to Clause 4.1 of these General Conditions, on condition that the Recipient is able to prove full compliance with the following:

4.2.1. the Recipient reasonably and in good faith believes that such Related persons are necessary for the Services, Product and/or Project and should be involved in it; and

4.2.2. the Related persons shall be notified by the Recipient of the confidential nature of such Confidential information and shall be contractually obliged to keep the information strictly confidential in accordance with the same confidentiality obligations equal to those provided in these General Conditions prior to access to any such Confidential information; and

4.2.3. the Related persons shall have access to such Confidential information on a strict „need-to-know” basis.

4.3. In all cases, the Recipient shall procure that any such Related person receiving any of the Confidential information complies with the confidentiality obligations set out in Section 4 of these General Conditions, and the Recipient shall be directly liable for any breach (regardless of the cause) by its Related persons of the confidentiality obligations set out in Section 4 of these General Conditions.

4.4. The Recipient shall ensure that all Related persons are duly informed of the scope of the Confidentiality obligations hereunder and comply herewith. The Recipient shall at all cases be directly responsible for any confidentiality breach executed by the Related persons.

4.5. The use of Confidential information in violation of the Permitted Purpose, including, without limitation, offering or providing the Services or Product and/or substantially similar services or products to End-users during the term of these General Conditions, shall also be considered a breach of confidentiality obligations under these General Conditions.

4.6. The Recipient is obligated to comply with these General Conditions for an indefinite period; the obligation not to disclose Confidential Information remains in effect even after the termination of any cooperation.

5. EXEPTIONS

5.1. Recipient’s obligations set out in Section 4 of these General Conditions shall be not applicable with respect to the following Confidential information, on condition that the Recipient can prove that:

5.1.1. such Confidential information is or has become publicly available without breach of these general Conditions and through no wrongful act of the Recipient; or

5.1.2. such Confidential information has been lawfully received by the Recipient from a third party, who received it lawfully and is not obliged to maintain such information confidential. If such occurs, the Recipient shall inform Aros Marine in writing without delay; or

5.1.3. the Recipient has a legally binding obligation to disclose the Confidential information to courts or to authorities, on condition that the Confidential information is disclosed to the extent required by the relevant court or authorities only and after the Recipient has invoked its right to refuse disclosure of such requested Confidential information. If such occurs, the Recipient shall in form Aros Marine in writing without delay so that Aros Marine may exercise its right to object against such request to disclose Confidential

information before disclosure has taken place; or

5.1.4. such disclosure or usage of Confidential information is approved for the release or use in question by a prior written authorization by Aros Marine. In its written authorization Aros Marine is entitled to set additional terms for the release or use of the Confidential information.

6. OTHER PROVISIONS

6.1. All Confidential information disclosed or made available to the Recipient under these General Conditions is and will remain the property of Aros Marine or End-user, if and when applicable.

6.2. Aros Marine, to the extent of its right to do so, will disclose to the Recipient only such Confidential information as Aros Marine deems appropriate or necessary and nothing in these General Conditions may be construed as compelling Aros Marine to disclose any Confidential information to the Recipient.

6.3. All Confidential information disclosed under these General Conditions is provided "as is" and Aros Marine makes no representation or warranty, express or implied, relating to the accuracy, completeness or reliability thereof, and assumes no responsibility whatsoever for that purpose.

6.4. These General Conditions as well as Recipient's confidentiality obligations established herein shall be fully binding on the Recipient irrespective of whether Parties will conclude a contract regarding Services, Product and/or Project or not. Nothing in these General Conditions may be construed as compelling Aros Marine to conclude any such or any other contract with the Recipient.

6.5. Unless prior written Party's consent is received, the other Party shall not be entitled to use publicly Party's name, logo, or trademarks that belong to the Party.

7. LIABILITY

7.1. In case of a breach of these General Conditions by the Recipient, the Recipient undertakes to pay to Aros Marine **a penalty of 20.000 EUR** (twenty thousand euros), equal to minimum Aros Marine's losses incurred, for each breach, and shall indemnify Aros Marine for any loss or harm, arising out of or relating to any breach of Recipient's obligations under these General Conditions, to the extent that such loss or harm is not covered by payment of a penalty.

7.2. The Recipient confirms that he is aware of the nature of the activities of Aros Marine and the End Clients, as well as the specifics of the Projects, and of the potential losses that may arise as a result; therefore, the Recipient may not rely on the provisions of Article 6.258(4) of the Civil Code of the Republic of Lithuania.

8. GOVERNING LAW AND JURISDICTION

8.1. These General Conditions shall be governed by and construed in accordance with **the laws of the Republic of Lithuania**.

8.2. All disputes arising out of these General Conditions or related to its violation, termination or validity shall be finally settled **before the Lithuanian court in Klaipeda**, who shall have the exclusive jurisdiction.

9. FINAL PROVISIONS

9.1. These General Conditions are published on the Aros Marine website and may be amended unilaterally by Aros Marine by publishing a new version.

9.2. The Recipient confirms that he/she has familiarised with the General Conditions in the Special Conditions, by other written means, or via electronic communication, and undertakes to comply with them.

9.3. These general Conditions shall also apply to any Confidential information disclosed to the Recipient prior to the Recipient becoming familiar with these General Conditions, provided that such information was disclosed for a Permitted purpose.