

Non-Disclosure, Non-Use and Non-Circumvention Agreement

保密、禁止使用、禁止规避协议

THIS NON-DISCLOSURE, NON-USE AND NON-CIRCUMVENTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”)

此《保密、禁止使用、禁止规避协议》（“**协议**”）于_____（“**生效日**”）生效

BETWEEN:

由以下双方签署:

(1) [●], a corporation/limited liability company/partnership organised and existing under the laws of _____, having its principal place of business at _____ (the “**Disclosing Party**”); and

【】，一家依据_____法律成立并存续的股份有限公司/有限责任公司/合伙企业，其住所为_____（“**披露方**”）；以及

(2) [●], a corporation/limited liability company/partnership organised and existing under the laws of _____, having its principal place of business at _____ (the “**Receiving Party**” and, together with Disclosing Party, the “**Parties**”, and each a “**Party**”).

【】，一家依据_____法律成立并存续的股份有限公司/有限责任公司/合伙企业，其住所为_____（“**接收方**”，与披露方合称“**双方**”，各自单称“**一方**”）。

WHEREAS:

鉴于:

In consideration of the discussions and/or transactions between the Parties in relation to the quotation, and potential fabrication, assembly, testing and/or supply of bespoke elements, components, tooling or related services for Disclosing Party’s system and method for reducing drag on a marine vessel, strictly as authorised in writing by Disclosing Party (the “**Business Purpose**”), Disclosing Party may disclose to Receiving Party certain Confidential Information (as defined below).

基于双方之间就报价及潜在的制造、组装、测试及/或供应披露方用于降低船舶阻力的相关系统和方法的定制化部件、组件、工装或相关服务而进行的协商和/或交易，且该等事项均应以披露方书面授权为限（“**商业目的**”），披露方可能向接收方披露某些保密信息（定义见下文）。

THE PARTIES AGREE as follows:

双方约定如下:

1. DEFINITIONS 定义

For purposes of this Agreement the following terms have the meanings set forth below. Terms defined in the singular have the same meaning in the plural and vice-versa.

就本协议而言，下列术语具有下述含义。以单数形式定义的术语在复数形式中具有相同含义，反之亦然。

- 1.1 **“Affiliate”** means, with respect to any Person, any other Person which directly or indirectly Controls, or is Controlled by, or is under common Control with, the specified Person, whereby “Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, or any other means to exercise a controlling influence over such Person.

“关联方”指，就任何特定人士而言，直接或间接控制该特定人士、受该特定人士控制或与该特定人士处于共同控制之下的任何其他人士。其中，“控制”指直接或间接拥有指导或促使指导该人士的经营管理或政策的权力，或以任何其他方式对该人士施加控制性影响的情形。

- 1.2 **“Background IP”** means all Intellectual Property owned, controlled, licensed to or developed by the Disclosing Party and/or its Affiliates before the Effective Date or independently of the discussions and/or transactions between the Parties, including but not limited to the patents and patent applications worldwide listed in the Schedule (as may be updated by the Disclosing Party and/or its Affiliates from time to time), and any non-public technical know-how, drawings, designs, specifications, data, tooling, manufacturing methods, improvements or trade secrets or any related system or method.

“背景知识产权”指披露方和/或其关联方在生效日前或独立于双方的协商和/或交易而拥有、控制、获许可或开发的所有知识产权，包括但不限于附件一所列的全球范围内的专利和专利申请（披露方和/或其关联方可不时对其进行更新），以及非公开技术诀窍、图纸、设计、规格、数据、工装、制造方法、改进或商业秘密，或任何相关系统或方法。

- 1.3 **“Confidential Information”** means (i) any Background IP, or other non-public, proprietary, technical, business, financial or other information, data or materials of or through Disclosing Party or its Affiliates that is disclosed to, observed by, accessed by, or otherwise obtained by Receiving Party or its Representatives in electronic, oral, written, visual, physical, or any other form, whether before or after the Effective Date, including without limitation information relating to services, products, systems or methods, pods, pod configuration and location, venturi ejectors, diffusers, inlet and outlet transition pieces, active water intakes, pumps, hull isolation valves, non-return valves, pressure or flow transmitters, flow control valves, air and water flow paths, air delivery, air-water ratio, bubble generation and injection, vessel integration, installation and retrofit arrangements, drawings, CAD/CAE/CFD files, models, calculations, specifications, dimensions, tolerances, materials, coatings, operations, samples, prototypes, designs, formulas, software (in object or source code), algorithms, know-how, inventions, processes, tooling (including any tooling, moulds, dies, fixtures, jigs, tooling drawings, CAD files, specifications and related technical data, whether physical or digital), manufacturing methods, concepts, configurations, visuals, structures, mounting solutions, technical architectures, construction details, files,

strategies, business plans, quality requirements, test data, sea trial data, performance data, commercial strategy, research and development, marketing or sales information, pricing, costs, margins, customer or supplier identities or lists, employee information, analyses, compilations, studies, regulatory filings and approvals, trade secrets, Intellectual Property, and the existence, terms and status of any negotiations or agreements between the Parties; (ii) any such information that the Disclosing Party has taken reasonable measures to keep confidential, consistent with applicable laws including the PRC Anti-Unfair Competition Law; (iii) any notes, letters, facsimiles, memoranda, summaries, analyses and their copies, or other CD-ROM, recording, chart, graph, blueprint, picture, financial statements, data or materials prepared by Receiving Party or its Representatives or through any consultant, attorney or other third party that contain, reflect or are based upon, in whole or in part, any information described in clause (i); (iv) any such information that is derived from or developed using Confidential Information, including but not limited to insights, models, or outputs generated through automated processing, artificial intelligence, or data mining; and (v) any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information does not include information that Receiving Party can demonstrate by competent written evidence: (a) is or becomes publicly available through no act or omission of Receiving Party or its Representatives in breach of this Agreement, for the avoidance of doubt, although certain concepts or claims may have entered the public domain through patent disclosures, any implementation details, parameters, databases, tooling, coatings, drawings, model weights, thresholds, internal performances or other information that are not disclosed in public literature and remain non-public shall continue to constitute Confidential Information; (b) was in Receiving Party's lawful possession on a non-confidential basis prior to disclosure by Disclosing Party; or (c) is lawfully obtained by Receiving Party from a third party who, to Receiving Party's knowledge, is not under any obligation of confidentiality to Disclosing Party with respect to such information; (d) is independently developed by Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (e) is disclosed pursuant to a valid legal order, subpoena, or regulatory requirement, provided that Receiving Party shall, to the extent legally permissible, promptly notify Disclosing Party and cooperate in seeking protective measures. Confidential Information shall not be subject to any reverse engineering, decompilation, or disassembly, and shall not be used for training artificial intelligence models or for any automated analysis without prior written consent of the Disclosing Party.

“**保密信息**”指，（i）任何属于披露方或其关联方，或经由披露方或其关联方向接收方或其代表以电子、口头、书面、视觉、实物或任何其他形式披露、被知悉、被访问或以其他方式被获得的背景知识产权、或其他非公开的、专有的技术、业务、财务或其他信息、数据或资料，无论发生于本协议生效日前或之后，包括但不限于与服务、产品、系统或方法、Pod 单元、Pod 单元配置及位置、文丘里引射器、扩散器、入口及出口过渡件、主动进水口、泵、船体隔离阀、止回阀、压力或流量变送器、流量控制阀、空气及水流路径、空气输送、气水比、气泡产生及注入、船舶集成、安装及改装安排、图纸、CAD/CAE/CFD 文件、模型、计算、规格、尺寸、公差、材料、涂层、运营、样品、原型、设计、配方、软件（无论是目标代码或源代码）、算法、专有技术、发明、工艺、

工装（包括任何工具、模具、冲模、夹具、治具、工装图纸、CAD 文件、技术规格及相关技术数据，无论其为实体或数字形式）、制造方法、概念、配置、视觉效果、结构、安装方案、技术架构、施工细节、文件、战略、商业计划、质量要求、测试数据、海试数据、性能数据、商业策略、研发、市场营销或销售信息、定价、成本、利润、客户或供应商身份或名单、员工信息、分析、汇编、研究、监管申报与审批、商业秘密、知识产权，以及双方之间任何谈判或约定的存在、条款及进展状态有关的信息；（ii）披露方已采取合理措施予以保密，且该等措施符合适用法律（包括但不限于《中华人民共和国反不正当竞争法》）的任何信息；（iii）由接收方或其代表准备或通过任何顾问、律师或其他第三方编制的，全部或部分包含、反映或基于第(i)款所述的任何信息的任何笔记、信函、传真、备忘录、摘要、分析及前述的副本，或其他光盘、录音、图表、蓝图、图片、财务报表、数据或资料（“工作成果”）；（iv）任何从保密信息中衍生或基于保密信息开发形成的信息，包括但不限于通过自动化处理、人工智能或数据挖掘所生成的见解、模型或输出结果；以及（v）考虑到信息性质及披露情况，理性人会理解为应予保密的任何其他信息。惟下列信息不构成保密信息，前提是接收方能够通过充分的书面证据予以证明：（a）非因接收方或其代表违反本协议之作为或不作为而公开或已公开的信息（为免疑义，尽管某些概念或权利要求可能因专利公开而成为公众信息，但任何未在公开文献中披露的实现细节、参数、数据库、工装、涂层、图纸、模型权重、阈值、与内部性能指标等，若保持非公开状态，仍然属于保密信息）；（b）在披露方披露之前，接收方已合法持有的非在保密基础上取得的信息；（c）接收方从第三方合法获得的信息，且据接收方所知，该第三方并未就该信息对披露方承担任何保密义务；（d）接收方独立开发且未使用或参考披露方保密信息的信息；（e）依据有效的法律指令、传票或监管要求所披露的信息，前提是接收方应在法律允许的范围内及时通知披露方，并在该范围内配合披露方寻求保护性措施。保密信息不得经过任何反向工程、反编译或反汇编，亦不得在未经披露方事先书面同意的情况下用于人工智能模型训练或任何自动化分析。

- 1.4 **“Intellectual Property”** means any and all trademarks, service marks, trade names, logos, domain names, patents, patent applications, inventions (whether patentable or not), utility models, copyrights, mask-works, trade secrets, industrial designs, moral rights, database rights, rights of publicity, specialised process, confidential information, know-how and all other intellectual or industrial property rights, whether registered, unregistered or applied for, together with all improvements, continuations, extensions and renewals thereof, and all goodwill attaching to any of the foregoing, in any jurisdiction.

“知识产权”指，任何及所有商标、服务标志、商号、标识、域名、专利、专利申请、发明（无论是否可获得专利）、实用新型、著作权、掩膜作品、商业秘密、工业设计、著作权人格权、数据库权利、公开权、专有工艺、保密信息、专有技术及一切其他形式的知识产权或工业产权，无论是否已注册、未注册或正在申请中，且包括上述权利在任何法域内的所有改进、延续、扩展及续展，以及与上述任何事项相关的所有商誉。

- 1.5 **“Law”** means any statute, ordinance, rule, regulation, code, treaty, order, judgment, decree or other requirement having the force of law of any governmental authority having jurisdiction.

“法律”指，任何具有法律效力且由具有管辖权的政府机关颁布的法规、条例、规章、规则、规范、条约、命令、判决、裁定或者其他要求。

1.6 **“Person”** means any natural person, corporation, partnership, limited liability company, trust, association, governmental authority or other entity.

“人士”指，任何自然人、股份公司、合伙企业、有限责任公司、信托、社会团体、政府机关以及其他实体。

1.7 **“Related Party”** means, with respect to each Party, any Affiliate, subcontractor, shareholder, director, officer, employee, agent, consultant or advisor of the Party, or any entities which any of its Representatives may hereafter form or have formed.

“相关方”指，就任何一方而言，该方的关联方、分包商、股东、董事、高级管理人员、员工、代理人、顾问或者咨询人员，以及由该方任何代表将来可能设立或已设立的任何实体。

1.8 **“Representatives”** means, with respect to a Party, such Party’s and its Affiliates’ directors, officers, employees, agents, advisors (including legal counsel, accountants and financial advisors) and other authorised representatives.

“代表”指，就任何一方而言，该方及其关联方的董事、高级管理人员、员工、代理人、咨询人员（包括法律顾问、会计师及财务顾问）以及其他经授权的代表人员。

2. **NON-DISCLOSURE OBLIGATIONS 保密义务**

Receiving Party shall (i) keep the Confidential Information strictly confidential and exercise at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (ii) not disclose Confidential Information to any Person other than its Representatives who have a strict need to know the Confidential Information for the Business Purpose and who are bound by confidentiality obligations no less protective than those contained herein; and (iii) direct and ensure each of its Representatives referred to in (ii) to be aware of, and comply with, the obligations described in (i).

接收方应当：（i）对保密信息严格保密，并至少采取与其保护自身同类保密信息同等程度的谨慎措施，但无论如何不得低于合理谨慎标准；（ii）除为商业目的确有必要了解保密信息且已受不低于本协议所约定的保密义务约束的代表外，不得向其他任何人士披露保密信息；以及（iii）指示并确保前述第（ii）项所述的代表知悉并遵守第（i）项所约定的义务。

3. **NON-USE OBLIGATIONS 禁止使用义务**

3.1 Receiving Party shall use the Confidential Information solely for the Business Purpose and only to the extent expressly authorised by Disclosing Party in writing, and for no other purpose whatsoever. Without limiting the foregoing, Receiving Party shall not (i) use the Confidential Information to design, develop, test, manufacture, contract to manufacture, source, purchase, market, sell, supply, install, commission, maintain or commercialise any product, component, tooling, system or service that is identical or substantially similar to, or competitive with, any product, component, tooling, system or service of Disclosing Party; (ii) analyse, test, disassemble,

decompile or reverse-engineer any samples or prototypes provided as Confidential Information; or (iii) otherwise exploit the Confidential Information for its own benefit or for the benefit of any third party, except as expressly permitted in a separate written agreement executed by Disclosing Party. For the avoidance of doubt, the Receiving Party shall not, directly or indirectly, use the Confidential Information or any part thereof to independently develop, test, manufacture, commercialise, license, supply or otherwise exploit any products, components or systems, whether under its own name or on behalf of any third party, regardless of whether such products are modified, reconfigured or applied in a different field or application.

接收方应仅为商业目的且仅在披露方书面明确授权的范围内使用保密信息，不得用于任何其他目的。在不限限制前述约定的前提下，接收方不得：（i）利用保密信息设计、开发、测试、制造、委托制造、采购、购买、营销、销售、供应、安装、调试、维护或商业化与披露方的任何产品、组件、工装、系统或服务相同、实质相似或具有竞争关系的产品、组件、工装、系统或服务；（ii）对作为保密信息提供的任何样品或原型进行分析、测试、拆解、反编译或反向工程；或（iii）以任何其他方式为其自身或任何第三方的利益使用或开发保密信息，但经披露方签署的单独书面协议明确许可的情形除外。为免疑义，接收方不得直接或间接利用全部或部分保密信息，自行开发、测试、制造、商业化、许可、供应或以任何其他方式利用任何产品、组件或系统，无论该等产品是否经修改、重新配置，或被应用于不同领域或用途，亦无论是否以接收方自身名义或代表任何第三方进行。

- 3.2 Under any circumstances, Receiving Party, its Representatives or Related Party shall not apply for, register, prosecute, maintain, acquire or assist any third party in applying for, registering, prosecuting, maintaining or acquiring any patent, utility model, design, copyright, trademark, trade secret registration or other Intellectual Property right that is based upon, derived from, incorporates, improves upon or otherwise relates to the Confidential Information, Background IP, or any other product, component, system, tooling, or method disclosed by Disclosing Party. To the extent any such right arises, it shall be deemed a Development and shall be assigned to Disclosing Party in accordance with Section 8.

在任何情况下，接收方，其代表或相关方均不得申请、注册、审查推进、维持、取得，或协助任何第三方申请、注册、审查推进、维持或取得任何基于、源自、包含、改进或以其他方式涉及保密信息、背景知识产权或披露方披露的其他任何产品、组件、系统、工装或方法的专利、实用新型、外观设计、著作权、商标、商业秘密登记或其他知识产权。任何该等权利一经产生，均应被视为开发成果，并应依照第 8 条转让给披露方。

- 3.3 The Receiving Party shall not use the Confidential Information, in whole or in part, for the purposes of training artificial intelligence models, conducting data mining, automated analysis, or any form of machine learning or algorithmic processing. The Receiving Party further agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the composition, underlying structure, or source code of any Confidential Information, including any samples, prototypes, software, or technical data, without the prior written consent of the Disclosing Party.

接收方不得将全部或部分保密信息用于人工智能模型训练、数据挖掘、自动化分析或任何形式的机器学习或算法处理。接收方进一步同意，未经披露方事先书面同意，不得对任何保密信息（包括任何样品、原型、软件或技术数据）进行反向工程、反编译、反汇编，或以其他方式试图推导其组成、底层结构或源代码。

4. NON-CIRCUMVENTION OBLIGATIONS 禁止规避义务

Neither Receiving Party nor any of its Related Parties shall, during the term of this Agreement and for a period of five (5) years following termination of this Agreement, directly or indirectly, circumvent, avoid or bypass Disclosing Party in any manner, including by making use of a third party, for the purpose of (i) contacting, dealing with, negotiating, soliciting, supplying to, manufacturing for, or participating in any transactions, or otherwise being involved with any customer, prospective customer, supplier, distributor, transporter, manufacturer, licensor, licensee or other business relation of Disclosing Party that Receiving Party became aware of through the Confidential Information or the Parties' discussions, including without limitation any downstream commercialisation, branding, original equipment manufacturing (OEM), original design manufacturing (ODM), or white-label arrangements relating to products derived from the Confidential Information; (ii) acquiring any equity, assets or other interest in any Person identified through the Confidential Information; or (iii) providing any financing, services or products to any such Person.

接收方及其任何相关方在本协议有效期内以及本协议终止后的【五（5）】年内，不得以任何方式，直接或间接规避、回避或绕过披露方，包括通过任何第三方，以谋求以下任何目的：（i）与接收方通过保密信息或双方讨论而知悉的披露方的任何客户、潜在客户、供应商、分销商、运输商、制造商、许可人、被许可人或其他业务关系方进行联系、处理、谈判、招揽、供应、制造、参与任何交易或以其他方式与之发生往来，包括但不限于任何与基于保密信息形成的产品相关的下游商业化、品牌合作、原始设备制造（OEM）、原始设计制造（ODM）或白标安排；（ii）取得通过保密信息识别的任何人士的股权、资产或其他权益；或（iii）向上述该等人士提供任何融资、服务或产品。

5. PROTECTION OF GOODWILL 商誉保护

Neither Receiving Party nor any of its Related Parties shall, directly or indirectly, take any action that damages, disparages, or otherwise adversely affects or is reasonably likely to harm the business reputation, goodwill, customer relationships, or commercial interests of the Disclosing Party or its Affiliates.

接收方及其相关方均不得直接或间接采取任何损害、贬损或以其他方式不利影响披露方及其关联方商业声誉、商誉、客户关系或商业利益的行为，亦不得采取任何存在合理可能损害上述权益的行为。

6. JOINT AND SEVERAL LIABILITY 连带责任

Receiving Party shall be jointly and severally responsible and liable for any breach of this Agreement by its Representatives or Related Parties.

接收方应对其代表或相关方违反本协议的任何行为承担连带责任。

7. PERMITTED DISCLOSURES 允许的披露

Receiving Party may disclose Confidential Information only to the extent (i) approved in writing in advance by Disclosing Party; (ii) required by Law or any governmental or regulatory authority of competent jurisdiction, provided that, unless prohibited by Law, Receiving Party promptly notifies Disclosing Party of such requirement, reasonably cooperates (at Disclosing Party's request and expense) with Disclosing Party's efforts to seek a protective order or other appropriate remedy, and discloses only that portion of the Confidential Information that it is legally compelled to disclose; or (iii) such disclosure is made to Receiving Party's auditors or professional advisors who are bound to maintain confidentiality to the same extent.

接收方仅可在以下情形下披露保密信息：（i）经披露方事先书面批准；（ii）根据法律或具有管辖权的政府机关或监管机构之要求必须披露的情形，但前提是除非法律禁止，接收方应及时通知披露方该等要求，合理配合（应披露方要求并由披露方承担相关费用）披露方寻求保护令或其他适当的救济措施，且仅披露被依法强制要求披露的部分保密信息；或（iii）向接收方的审计师或专业咨询人员披露，且该等人员受有与本协议相同程度的保密义务的约束。

8. OWNERSHIP 所有权

8.1 All Confidential Information and Intellectual Property embodied therein or related thereto shall remain the sole and exclusive property of Disclosing Party and/or its Affiliates. No license or other right, express or implied, in or to the Confidential Information or any Intellectual Property is granted to Receiving Party by this Agreement except the limited right to use the Confidential Information strictly in accordance with the terms hereof.

所有保密信息及其所包含或与之相关的一切知识产权均应始终为披露方和/或其关联方之唯一且排他性财产。除严格依照本协议之条款使用保密信息的有限权利外，本协议未向接收方授予关于该等保密信息或任何知识产权的任何明示或默示许可或其他权利。

8.2 Any and all improvements, modifications, derivative works, inventions, discoveries, designs, drawings, tooling, manufacturing methods, data, feedback, suggestions or developments conceived, created or reduced to practice, or generated by or on behalf of Receiving Party, whether alone or jointly with others, that are based upon, derived from, incorporate, improve upon or otherwise relate to the Confidential Information (collectively, **"Developments"**) shall be the sole and exclusive property of Disclosing Party immediately upon creation. Receiving Party hereby irrevocably assigns and shall cause its Representatives or Related Parties to assign to Disclosing Party all right, title and interest in and to any such Developments, including all Intellectual Property rights therein, and shall execute and procure all documents reasonably required to perfect such ownership. For the avoidance of doubt, all tooling, moulds, dies, fixtures and other manufacturing equipment, or any other items that are developed or produced based on the Confidential Information or Developments, together with all related designs and specifications, shall be deemed part of the Confidential Information and Developments and shall be the sole and exclusive property of Disclosing Party immediately upon creation.

无论由接收方单独或与他人共同构思、创造、付诸实践或产生的基于、源自、包含、改进或以其他方式涉及保密信息的任何及所有改进、修改、衍生作品、发明、发现、设计、图纸、工装、制造方法、数据、反馈、建议或开发成果（统称“**开发成果**”），自其产生之时起即为披露方的唯一且排他性财产。接收方特此不可撤销地将其在任何该等开发成果（包括其所含全部知识产权）中的所有权利、所有权及利益转让给披露方，并应促使其代表或相关方向披露方转让该等权利、所有权及利益，并应签署及促成所有为确立该所有权所合理需要的文件。为免疑义，所有工装、模具、冲模、夹具及其他制造设备，或基于保密信息或开发成果而开发或制作的任何其他物项，以及其相关的全部设计及技术规格，均应视为保密信息和开发成果，并自其产生之时起即为披露方的唯一且排他性财产。

- 8.3 For the avoidance of doubt, Receiving Party agrees to make any and all Developments entirely at its own expense, unless otherwise agreed by both Parties. Disclosing Party shall not be obligated for any reason to make any payment to Receiving Party for such ownership.

为免疑义，接收方同意，除双方另有约定外，接收方自行承担所有开发成果的全部费用。披露方无义务基于任何原因就该等所有权向接收方支付任何款项。

9. RETURN OR DESTRUCTION 返还或销毁

Upon the earlier of (i) Disclosing Party's written request, (ii) termination of discussions between the Parties, or (iii) termination of this Agreement, Receiving Party shall promptly, and in any event within 10 working days: (a) return to Disclosing Party or, at Disclosing Party's option, destroy all Confidential Information (including all copies, summaries, analyses, and tangible embodiments thereof, in whatever medium or format) in its possession or control; (b) ensure that any Confidential Information stored electronically is permanently deleted from all systems, backups, and storage devices, except where retention is required by applicable law or regulation; (c) certify in writing its full compliance with this Section, including confirmation of destruction or deletion, signed by an authorised representative of the Receiving Party; and (d) retain only one archival copy solely for legal or regulatory compliance purposes, which shall remain subject to the confidentiality obligations herein for so long as it is retained.

在以下任一情形发生之时（孰早）：（i）披露方提出书面要求；（ii）双方终止协商；或（iii）本协议终止，接收方应当立即且无论如何应于 10 个工作日内完成以下事项：（a）将其所持有或控制的全部保密信息（包括所有副本、摘要、分析及其任何有形载体，无论以何种介质或格式存在）返还披露方，或根据披露方选择予以销毁；（b）确保任何以电子方式存储的保密信息从所有系统、备份及存储设备中被永久删除，但适用法律或法规要求保留的情形除外；（c）由接收方授权代表签署书面证明文件，证明其已完全遵守本条约定，包括确认已销毁或删除保密信息；以及（d）仅为符合法律或监管合规目的保留唯一一份档案副本，该副本在保留期间仍应受本协议所约定的保密义务约束。

10. TERM 期限

This Agreement shall take effect on the Effective Date and shall remain in full force until terminated with the Disclosing Party's prior written consent. For the avoidance of doubt, termination of this Agreement shall not affect any accrued rights or liabilities or any obligations intended to survive termination.

本协议自生效日起生效，并持续全面有效，直至披露方书面同意终止。为免疑义，本协议的终止不影响任何已产生的权利或责任，亦不影响任何旨在终止后继续有效的义务。

11. LIQUIDATED DAMAGES 违约金

The Parties acknowledge that a breach of the obligations under this Agreement may cause loss and damage to the Disclosing Party that would be difficult to quantify. In the event of any breach of this Agreement by the Receiving Party, the Receiving Party shall pay the Disclosing Party liquidated damages in the amount of RMB 1,000,000 for each such breach or series of related breaches. The Receiving Party acknowledges and agrees that: (a) the Parties have negotiated and agreed this sum as a genuine pre-estimate of the loss likely to be suffered by the Disclosing Party in the event of such breach having regard to the nature and value of the Confidential Information and Background IP; and (b) such sum represents a proportionate means of protecting the Disclosing Party's legitimate interests in its Confidential Information and Intellectual Property. The payment of such liquidated damages shall not preclude or limit the Disclosing Party's right to seek additional damages to the extent that its loss exceeds the amount of liquidated damages paid, or to seek any other remedies available at law or in equity, including seeking remedies and claiming for indemnification pursuant to Section 12 and Section 13 of this Agreement.

双方承认，违反本协议项下的义务可能会给披露方造成难以量化的损失和损害。如接收方违反本协议项下任何义务，接收方应就每一项违约行为或一系列相关违约行为向披露方支付违约金人民币 1,000,000 元。接收方确认并同意：（a）鉴于保密信息及背景知识产权的性质和价值，双方已就该金额进行协商并达成一致，将其作为披露方因该等违约可能遭受的损失的真实预估；以及（b）该金额是保护披露方对其保密信息和知识产权的合法权益的一种相称手段。支付前述违约金不应排除或限制披露方在损失超过已支付违约金金额的情况下寻求额外赔偿的权利，也不排除或限制其寻求法律或衡平法下可用的任何其他救济的权利，包括依据本协议第 12 条及第 13 条寻求救济或主张赔偿。

12. REMEDIES 救济

Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party that will not be compensable by damages alone. Accordingly, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, Disclosing Party shall be entitled to seek equitable relief, including interlocutory, interim and final injunctions and specific performance (or other preservation measures available under applicable law) in a court of competent jurisdiction, including but not limited to courts in Chinese Mainland, the Hong Kong Special Administrative Region, or the jurisdiction where the evidence, assets or relevant persons are located, to prevent or restrain any actual or threatened breach of this Agreement by the Receiving Party, or any person or entity acting in concert

therewith, subject to any relevant requirement under applicable laws and regulations. In connection with any application for injunctive relief, the Receiving Party acknowledges that damages would not be an adequate remedy for breach of this Agreement and agrees not to raise any argument to the contrary. Such remedies are in addition to, and not in lieu of, any other remedies available at law or in equity, including recovery of damages and indemnification under Section 13.

接收方确认，任何违反本协议的行为可能会对披露方造成无法通过损害赔偿充分补偿的不可弥补损害。因此，除法律或衡平法项下披露方可享有的任何其他权利、救济或损害赔偿外，披露方有权向具有管辖权的法院（包括但不限于中华人民共和国大陆地区、香港特别行政区或证据、资产或相关人员所在地的法院）申请衡平救济，包括但不限于非正审、临时及最终禁令救济及特定履行（或适用法律规定的其他保护措施），以防止或制止接收方或任何与其共同行为之人员或实体对本协议的任何实际或潜在违反，但须遵守适用法律法规的任何相关要求。就任何禁令救济的申请，接收方确认，赔偿金不足以弥补违反本协议所造成的损失，并同意不就此提出任何异议。前述救济系对披露方在法律或衡平法项下可享有的其他救济（包括依据第 13 条的损害赔偿与赔偿责任）的补充，而非替代。

13. INDEMNIFICATION 赔偿责任

Receiving Party shall indemnify, defend and hold harmless Disclosing Party and its Affiliates, and their respective directors, officers, employees and agents, from and against any and all losses, damages, liabilities, costs and expenses (including but not limited to actual damages, lost profit, loss of business opportunity, loss of goodwill, costs of investigating and remedying the breach, cost of negotiating and engaging new suppliers, evidence preservation and enforcement costs, and reasonable attorneys' fees) arising out of or resulting from any breach of this Agreement by Receiving Party, its Representatives or Related Parties.

接收方应赔偿、进行抗辩并使披露方及其关联方，以及其董事、高级管理人员、员工及代理人免受因接收方、其代表或其相关方违反本协议而引起或导致的任何及所有损失、损害、责任、成本和费用（包括但不限于实际损害、可得利润损失、商业机会损失、商誉损失、调查和补救违约的成本，与新供应商谈判及建立合作关系所产生的费用，证据保全和执行成本，以及合理的律师费用）。

14. DISCLAIMER OF WARRANTIES 免责声明

All Confidential Information is provided "as is." Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness, merchantability, fitness for a particular purpose or non-infringement of the Confidential Information, and Disclosing Party shall have no liability to Receiving Party resulting from the use of the Confidential Information, except as may be expressly set forth in a definitive written agreement executed by the Parties.

所有保密信息均按“现状”提供。披露方不对保密信息的准确性、完整性、适销性、特定用途适用性或不侵犯第三方权利作出任何明示或默示的声明或保证，且披露方不就接收方因使用保密信息所产生的任何后果承担任何责任，双方另行签署的最终书面协议中另有明确约定的除外。

15. NON-SOLICITATION 禁止招揽

During the term of this Agreement and for a period of two (2) years following termination of this Agreement, Receiving Party shall not, directly or indirectly, solicit for employment or engagement, hire, employ or otherwise contract with any individual who is, or was (within six (6) months prior to such solicitation, hire or engagement) an employee of Disclosing Party, except through general solicitations not specifically directed at such employees.

在本协议有效期内以及本协议终止后的两（2）年内，接收方不得直接或间接地为招揽、聘请、雇佣，或以其他形式与任何现任或曾任（在该等招揽、聘请或雇佣发生前六（6）个月内）披露方员工的个人订立任何形式的雇佣、聘用或服务合同，除非该等行为系通过非针对该等员工的一般性招揽而进行。

16. ASSIGNMENT 转让

Neither this Agreement nor any right or obligation hereunder may be assigned or delegated by Receiving Party without the prior written consent of Disclosing Party. Any attempted assignment in violation of the foregoing shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

未经披露方事先书面同意，接收方不得转让或委托履行本协议或其项下的任何权利或义务。任何违反前述约定的转让或委托行为均应属无效。本协议对双方及其各自经合法许可的继受人和受让人均具有约束力，并使其受益。

17. GOVERNING LAW AND DISPUTE RESOLUTION 适用法律及争议解决

17.1 This Agreement and any dispute or claim arising out of or relating to this Agreement, including but not limited to its existence, validity, interpretation, performance, breach or termination, shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, without regard to its conflict-of-laws principles.

本协议及因本协议引起或与本协议有关的任何争议或索赔（包括但不限于本协议的存在、效力、解释、履行、违约或终止），均应受香港特别行政区法律管辖并依其解释，且不适用法律冲突原则。

17.2 Any dispute or claim arising out of or in connection with this Agreement or over its validity shall be resolved through friendly consultation. If no agreement can be reached within thirty (30) days after the dispute has arisen, subject to Section 17.4, the dispute shall be solely and finally settled by the Hong Kong International Arbitration Centre (the “HKIAC”) according to HKIAC’s administered arbitration rules effective on the date of submitting the notice of arbitration. The seat of arbitration shall be Hong Kong. All arbitration proceedings shall be conducted in the English language.

凡因本协议引起、与本协议有关或就其效力产生的任何争议或索赔，均应首先通过友好协商解决。若自争议发生之日起三十（30）日内双方未能达成一致，受限于第 17.4 条的前提下，该争议应当由香港国际仲裁中心（“HKIAC”）依照提交仲裁通知之日现行有效的 HKIAC 的仲裁规则进行独家和最终裁决。仲裁地点为香港。所有仲裁程序均应以英语进行。

- 17.3 The arbitration tribunal shall consist of one (1) arbitrator. The Parties shall jointly nominate the sole arbitrator within thirty (30) days after the commencement of the arbitration. If the Parties fail to agree on the sole arbitrator within such period, the sole arbitrator shall be appointed by HKIAC in accordance with the HKIAC’s administered arbitration rules. The sole arbitrator shall be independent and impartial and, unless otherwise agreed by the Parties, shall not have the nationality of either Party.

仲裁庭应由一（1）名仲裁员组成。双方应在仲裁程序开始后三十（30）日内共同提名独任仲裁员。如双方未能在该期限内就独任仲裁员人选达成一致，则独任仲裁员应由香港国际仲裁中心根据 HKIAC 的仲裁规则指定。独任仲裁员应保持独立和公正，且除非双方另有约定，不得具有任一方的国籍。

- 17.4 The arbitration award shall be final and binding on the Parties and may be recognised and enforced in any court of competent jurisdiction, including in Chinese Mainland where applicable. Nothing in this Section shall prevent either Party from seeking interim measures, emergency relief, injunctive relief, evidence preservation, asset preservation or other conservatory relief from HKIAC, the arbitral tribunal or any court of competent jurisdiction before or during the arbitration. The arbitration fee and the prevailing Party’s reasonable expenses, including lawyers’ fees, shall be borne by the losing Party unless the arbitration tribunal awards otherwise. During the arbitration proceedings the Parties shall continue to perform this Agreement except as to the provisions which are in dispute.

仲裁裁决应为终局裁决，对双方均具有约束力，并可在任何具有管辖权的法院申请承认和执行，包括在适用情况下于中华人民共和国大陆地区申请承认和执行。本条不妨碍任何一方在仲裁前或仲裁期间向 HKIAC、仲裁庭或任何具有管辖权的法院申请临时措施、紧急救济、禁令救济、证据保全、财产保全或其他保全救济。除仲裁庭另有裁定外，仲裁费用及胜诉方的合理支出（包括律师费用）应由败诉方承担。在仲裁程序进行期间，除涉争议条款外，双方应继续履行本协议的其他部分。

18. SEVERABILITY 可分割性

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be modified by the court or arbitral tribunal to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

若本协议的任何条款被具有管辖权的法院认定为无效、违法或不可执行，该条款应由法院或仲裁庭在必要最小范围内进行修改以使其具有可执行性，且其余条款应当继续执行并保持完全效力。

19. WAIVER 弃权

No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

披露方未行使或延迟行使任何权利、权力或特权，均不构成对该等权利、权力或特权的放弃；对该等权利、权力或特权的单次或部分行使，均不应影响其对任何权利、权力或特权的进一步或其他行使。

20. ENTIRE AGREEMENT 完整协议

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether oral or written, relating to such subject matter.

本协议构成双方就本协议所涉事项达成的完整协议，并取代双方先前或同时就该等事项所达成的所有口头或书面的协议、谅解及沟通。

21. AMENDMENT 修订

This Agreement may be amended or modified only by a written instrument signed by duly authorised representatives of both Parties.

本协议的任何修订或修改须经双方正式授权代表签署的书面文件作出。

22. COUNTERPARTS 副本

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is prepared in English and Chinese. In the event of any inconsistency between the English and Chinese versions, the English version shall prevail.

本协议可签署一份或多份副本，每份副本均视为正本，所有副本共同构成同一份具有同等法律效力的文件。本协议以英文和中文作成。英文版本与中文版本不一致的，以英文版本为准。

23. THIRD PARTY BENEFICIARIES 第三方受益人

Except as expressly provided in this Section, no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this Agreement. Disclosing Party's Affiliates are hereby expressly intended to have the right to enforce the terms of this Agreement but shall have no obligations to Receiving Party under this Agreement. The Parties may rescind, vary or terminate this Agreement without the consent of any such Affiliate.

除本条另有明确约定外，非本协议当事方的任何人士均无权根据《合约（第三方权利）条例》（第 623 章）强制执行本协议的任何条款。披露方的关联方特此明确享有强制执行本协议条款的权利，但不应对接收方承担本协议项下的任何义务。双方可在未经任何关联方同意的情况下，撤销、变更或终止本协议。

24. AUTHORITY 授权

The Parties have duly executed and agreed to be bound by this Agreement by the signatures of their authorised representatives below. Each Party represents and warrants that the person executing this Agreement on its behalf is fully authorised to do so. Where Receiving Party is an entity incorporated in Chinese Mainland, Receiving Party shall affix its official company seal to this Agreement.

双方已通过其下述授权代表签字正式签署本协议，并同意受其约束。双方声明并保证，代表其签署本协议的人员已获得完全授权以进行此项签署。如接收方为在中华人民共和国大陆地区注册成立的实体，接收方应在本协议上加盖其公司公章。

SCHEDULE – BACKGROUND IP: PATENTS AND PATENT APPLICATIONS

附表 — 背景知识产权：专利及专利申请

The Disclosing Party’s patents and patent applications as at the Effective Date include, but are not limited to, the following. This Schedule may be updated by the Disclosing Party from time to time by written notice to the Receiving Party.

披露方截至生效日的专利和专利申请包括但不限于以下内容。披露方可不时以书面通知接收方的方式更新本附表。

Jurisdiction	Application Number	Patent Number	Title
United Kingdom	GB202106034 (GB2618709) from PCT/EP2022/060825	GB2618709’	System & method for reducing drag on a marine vessel.
Europe	No EP22725412.5 (EP4313749) from PCT/EP2022/060825	PCT/EP2022/060825	System & method for reducing drag on a marine vessel.
Japan	PCT/EP2022/060825 JP2024-516839		System & method for reducing drag on a marine vessel.
Korea	PCT/EP2022/060825 KR10-2023-7040943		System & method for reducing drag on a marine vessel.
China	2280031512.7 IP23145199PIP2314519		System & method for reducing drag on a marine vessel.
USA	18/557,681		System & method for reducing drag on a marine vessel.

IN WITNESS whereof the Parties hereto have caused this Agreement to be duly executed and made effective on the Effective Date.

DISCLOSING PARTY

披露方

[Name]

【名称】

By: _____

授权代表:

Name: _____

姓名:

Title: _____

职位:

Date: _____

日期:

RECEIVING PARTY

接收方

[Name]

【名称】

By: _____

授权代表:

Name: _____

姓名:

Title: _____

职位:

Date: _____

日期: