CONFIDENTIALITY UNDERTAKING

THIS DEED OF UNDERTAKING ("Deed") is effective from the Effective Date (as defined in Clause 1):

BY:

Receiving Party:	
Country of Incorporation:	
Registration Number:	
Registered Address:	

(the "**Receiving Party**")

IN FAVOUR OF:

Disclosing Party:	Single Buoy Mooring Inc
Country of Incorporation:	Switzerland
Registration Number:	CHE-102.323.348
Registered Address:	5 Route de Fribourg 1723 Marly Switzerland

(the "**Disclosing Party**")

each being a "**Party**" or collectively the "**Parties**".

WHEREAS:

A The Parties and/or their respective Affiliate(s) (as defined in Clause 1) are interested in undertaking discussions and exchanging information in relation to the Purpose (as defined in Clause 1).

B In order to facilitate such discussions the Disclosing Party is willing to disclose certain information to the Receiving Party, and the Receiving Party is willing to receive such information from the Disclosing Party,subject to the terms and conditions of this Deed.

NOW THEREFORE, IN CONSIDERATION OF THE DISCLOSING PARTY MAKING AVAILABLE CONFIDENTIAL INFORMATION TO THE RECEIVING PARTY, THE RECEIVING PARTY AGREES AS FOLLOWS:

1. The following expressions shall have the meanings specified in this Clause 1:

Affiliate	In relation to either Party: another legal entity which directly or indirectly controls, which is directly or indirectly controlled by, or which is directly or indirectly under common control with, such Party. For the purposes of this definition, "control" shall mean the ownership of more than fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the right to appoint or remove a majority of members of the board of directors of another entity, or, if there are no directors, such party's highest level of management, whether through ownership of securities, by contract or otherwise
Confidential Information	All information which relates to, contains, derives from, reflects, is the result of or is in any way connected with: (i) the Purpose; (ii) this Deed; (iii) the affairs of the Disclosing Party or its Affiliate(s), to the extent concerning or arising out of the Purpose; and/or (iv) the existence, nature and status of discussions or relationships, whether between the Parties or their Affiliate(s), or the Disclosing Party and its actual or potential clients, suppliers or other counterparties, in each case to the extent concerning or arising out of the Purpose; such information including without limitation: (a) any and all data, interim or final reports, analyses, findings, conclusions, designs, drawings, sketches, specifications, results of tests, computer programmes, manuals, Intellectual Property, records, correspondence, notes, studies and other information, whether of a technical, commercial or other nature, and in each case regardless of whether such information is identified as confidential or not; and/or (b) any such information ascertainable by inspection, observation or discussion by the Receiving Party, its Personnel, its Affiliate(s) or its Representatives, of or at the premises of the Disclosing Party or its Affiliate(s); which is disclosed, directly or indirectly, under this Deed by the Disclosing Party or its Affiliate(s) to the Receiving Party or its Affiliate(s), whether orally, in writing, in machine readable form or by any other means
Effective Date	19 OCTOBER 2026
Intellectual Property	Any inventions, patents, rights in designs, trade or service marks, copyright, circuit layout, topography rights, rights in confidential information including trade secrets and know-how (including but not limited to a work of authorship, a process diagram, a drawing, a blueprint, a model, a specification, a report, a manuscript, a document, a manual, a photograph, a database, a computer program, a design for an apparatus or process or system, working notes or a

	plan), moral rights and all other similar or equivalent rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing.
Personnel	The directors, officers, and employees of a Party
Purpose	Purchase of Vehicles
Representatives	The advisors, agents, contractors and/or consultants of a Party

2. Further to the disclosure of Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party:

2.1 acknowledges that the Confidential Information is confidential and is received under a duty of confidentiality to the Disclosing Party;

2.2 shall keep the Confidential Information secret and strictly confidential and shall be liable for any unauthorised disclosure of Confidential Information by it or any of its Personnel, Representatives, Affiliate(s) and/or other persons to whom it discloses (directly or indirectly) the Confidential Information of the Disclosing Party;

2.3 shall use the Confidential Information solely for the Purpose, and not for any other purpose including, without limitation, any use in competition with any business carried on or proposed to be carried on by the Disclosing Party;

2.4 shall not without the prior written consent of the Disclosing Party (which may be conditional or withheld in the Disclosing Party's absolute discretion) and unless the intended recipient has a legitimate need to know the Confidential Information for the Purpose, disclose any Confidential Information to any person, except to its Personnel, Representatives and/or its Affiliate(s), who have a legitimate need to know the Confidential Information for the Purpose;

2.5 shall ensure, before disclosing any Confidential Information to any of its Personnel, Representatives, Affiliate(s) and/or any other persons in accordance with Clause 2.4, that such recipients comply with the Receiving Party's obligations hereunder and that such recipients shall keep such Confidential Information in strict confidence (in the case of its Personnel and Affiliate(s), this obligation means they must be aware of and agree prior to such disclosure to the same levels of confidentiality as the Receiving Party, or in the case of its Representatives and any persons other than its Personnel, Affiliate(s) or Representatives this obligation means they should be bound prior to such disclosure by professional confidentiality obligations or a confidentiality agreement in writing on terms equivalent to those in this Deed); and

2.6 shall secure, and procure that any person to whom it discloses Confidential Information in accordance with Clause 2.4 secures the Confidential Information against theft, damage, loss and/or unauthorised access; and shall notify the Disclosing Party as soon

as it becomes aware that any Confidential Information has been disclosed to or obtained by a third party other than as permitted by this Deed.

3. The undertakings in Clause 2 above shall not apply:

3.1 to any Confidential Information that the Receiving Party can demonstrate:

3.1.1 at the time of disclosure to the Receiving Party is in the public domain, or comes into the public domain, without any breach of this Deed on the part of the Receiving Party or its Affiliate(s), and without any breach of an undertaking of confidentiality by a third party; or

3.1.2 was in its possession at the time of disclosure to the Receiving Party under this Deed and was not acquired by the Receiving Party in breach of or under an obligation of confidence; and/or

3.2 in the case of disclosure by the Receiving Party of any Confidential Information of the Disclosing Party as required by any applicable law, order, regulation, court or legislative or administrative body (including any recognised stock exchange), provided that the Receiving Party:

3.2.1 to the extent permitted by law, promptly and prior to any such disclosure notifies the Disclosing Party of such requirement and, to the extent permitted by law and is reasonably practicable, cooperates with the Disclosing Party regarding (i) the timing and content of such disclosure and (ii) any action which the Disclosing Party may reasonably elect, at its cost, to take to challenge the validity of such requirement; and

3.2.2 discloses to the appropriate body only that portion of the Confidential Information which the Receiving Party is legally required to disclose and uses reasonable efforts to obtain assurances that such Confidential Information will be kept confidential.

4. The confidentiality obligations contained in Clause 2 shall:

4.1 apply with effect from the first disclosure of Confidential Information by a Disclosing Party to a Receiving Party (whether such disclosure occurs before or after the Effective Date of this Deed); and

4.2 unless the Parties enter into a subsequent agreement relating to the Purpose containing provisions governing the confidentiality of the Confidential Information, remain in full force and effect until five (5) years from the Effective Date.

5. The Confidential Information shall remain the property of the Disclosing Party, who shall retain all rights (including Intellectual Property rights), title and interest therein. Upon termination of negotiations between the Parties in relation to the Purpose (unless agreed otherwise), and at any time upon request by the Disclosing Party, the Receiving Party shall, and shall procure that all persons to whom it has disclosed Confidential Information shall, promptly:

5.1 return to the Disclosing Party at its address in Clause 9 or, at the option of the Disclosing Party, permanently destroy and delete from its electronic records whether stored on computers or communications devices controlled by it or on systems and data storage

services provided by third parties or otherwise (so far as technically possible), all Confidential Information that is in tangible form, including any copies or extracts thereof; and

5.2 destroy (so far as reasonably possible) all analyses, compilations, studies or other documents containing, reflecting or derived from Confidential Information which have been prepared by the Receiving Party or any person to whom it has disclosed the Confidential Information, except to the extent that such Confidential Information is incorporated into corporate documents or records which the Receiving Party or such person is required to retain by law or internal procedures, in which case appropriate measures shall be taken to preserve its continuing confidentiality.

6. The disclosure of Confidential Information by the Disclosing Party shall not form any offer by the Disclosing Party to proceed with any transaction or enter into any further agreement. Except (i) in the case of fraud of one of the Parties, or (ii) to the extent that the Parties may specifically agree otherwise in writing in any contract(s) ultimately concluded encompassing the Purpose:

6.1 no representation or warranty (express or implied) is given and no responsibility or liability is accepted by the Disclosing Party, its Personnel, its Affiliates or its Representatives in relation to the accuracy, reliability, representativeness or completeness of any Confidential Information; and

6.2 neither the Disclosing Party, its Personnel, its Affiliates nor its Representatives shall:

6.2.1 have any liability (in tort, negligence or otherwise) to the Receiving Party or to any other party resulting from the use made of Confidential Information by the Receiving Party, its Personnel, its Affiliates or its Representatives or any person to whom Confidential Information is disclosed; and/or

6.2.2 be under any obligation to provide further or updated Confidential Information, or to correct any inaccuracies in Confidential Information.

7. This Deed and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England without regard to any conflict of law principles that would cause the law of another jurisdiction to apply. Subject to Clause 8 below, any dispute or claim arising out of or in connection with this Deed, including but not limited as to its existence, its formation, its termination or any stipulation herein, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules in force at the time, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

8. The Receiving Party acknowledges that damages alone may not be an adequate remedy for any breach of this Deed and agrees that notwithstanding Clause 7 above, the Disclosing Party may be entitled to seek the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available at law or in equity.

9. Save as provided for herein below with respect to validity of email notices, any notices to be given hereunder by either Party to the other Party shall be (i) in English, and (ii) sent by courier, email or personally delivered to the other Party at its address stated below:

Entity name:		
c/o Address:		
Attn: **Email:**		
Attn: **Email:**	Group Legal Director contract.notices@sbmoffshore.com	

Any notices shall be effective as follows:

9.1 if delivered in person or by courier: at the time of actual physical delivery to the respective address indicated above; or

9.2 if sent by email: if not acknowledged by the recipient earlier, one full working day (in England) after being sent by the sender.

Any notice sent pursuant to Clauses 5, 7 or 8 must be delivered using both methods described in Clauses 9.1 and 9.2 above, and shall be deemed effective at the earliest of the two respective methods detailed therein.

10. The undertakings and obligations herein are not intended to be enforceable by third parties (other than the Parties' Affiliates, Personnel or Representatives) by virtue of The Contracts (Rights of Third Parties) Act 1999.

11. Failure to exercise, or any delay in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Deed or by law shall preclude or restrict the further exercise of that or any other right or remedy.

12. No amendment, waiver or modification of this Deed shall be valid unless in writing and signed by a duly authorised representative of each Party. The Receiving Party shall not assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under this Deed.

13. To the extent that any Confidential Information is covered or protected by legal or any other applicable privilege or doctrine, disclosure of such Confidential Information to the Receiving Party or to any other person to whom it provides Confidential Information in accordance with this Deed does not constitute a waiver of any such privilege.

14. If any provision of this Deed is held to be illegal, invalid or unenforceable, that provision shall, to the extent of such illegality, invalidity or unenforceability, have no effect and be deemed not

to be included in this Deed; but this Clause shall not affect the legality, validity or enforceability of any other provision of this Deed.

EXECUTED AND DELIVERED as a deed by the Receiving Party:	IN THE PRESENCE OF (if applicable):
Signature:	**Witness Signature:**
Name:	**Witness Name:**
Title:	**Witness Address:**
Date:	**Date:**