



the inflatable sailboat

**CONFIDENTIALITY
AGREEMENT
Aquacrafts B.V. - Distributor**

This confidentiality agreement ("Agreement") is applicable for the DinghyGo Distributor Application between:

Aquacrafts B.V., a company incorporated under the laws of The Netherlands with its principal place of business at Oeverloper 23, 8530 AB Lemmer, The Netherlands with Chamber of Commerce Registration no. 80464467 (hereinafter "Aquacrafts") and

Distributor, a company incorporated under the laws of company's Country with its principal place of business at company's Place and Chamber of Commerce Registration number as captured during the Distributor Application procedure (hereinafter "Company")

(Aquacrafts and Company may each be referred to herein as a "party" and together as the "parties")

WHEREAS

a. Aquacrafts and Company wish to discuss certain matters and divulge certain information relating to one or both parties business, products, services, plans, sales opportunities, and collaboration opportunities for mutual benefit and strictly for evaluation purposes only (hereinafter the "Business Purpose").

b. The information to be disclosed by the parties may be confidential to the party making the disclosure and this Agreement sets out the restrictions, rights and obligations of the parties with regard to such confidential information.

In consideration of the mutual promises, obligations and benefits herein the parties agree to the following terms:

I. DEFINITIONS AND INTERPRETATION

In this Agreement the following words and expressions have the meanings ascribed to them below:

"Business Purpose" has the meaning given to it in recital (a) above;

"Confidential Information" means and includes all information disclosed by a Disclosing Party pursuant to this Agreement including but not limited to commercial, financial, technical, trade secrets, industrial secrets, business plans, product development plans, product designs and specifications, draft principles and/or contract terms, pricing information, market data, research data, product evaluation, testing analysis and results, customer information in whatever form, together with all analyses, compilations, data, studies, reports, summaries or other information, data, correspondence or documents prepared by the Receiving Party which are derived from or include in whole or part the Confidential Information of the Disclosing Party or its suppliers or customers, or the fact that such information has been made available, that discussions concerning the Business Purpose are taking place; provided, however, notwithstanding anything contained herein information disclosed by the Disclosing Party in written or other tangible form will be considered Confidential Information by the Receiving Party only if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure.

"Disclosing Party" means the party disclosing Confidential Information; and

"Receiving Party" means the party receiving Confidential Information.

2. DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 Neither party is obliged to disclose its Confidential Information and a party shall have sole discretion as to the scope, nature and extent of Confidential Information it discloses and provides to the Receiving Party as it considers necessary for the Business Purpose.

2.2 A Disclosing Party shall however act in good faith and not knowingly disclose untrue, misleading or false information.

2.3 The Receiving Party will not, nor will it permit its employees or contractors or Affiliates or any third party who has obtained Confidential Information from the Receiving Party, disclose Confidential Information to any third party including but not limited to individuals or other entities or authority or public body or firm or corporation or association. A party may however disclose the Confidential Information on a need-to-know basis to fulfil the Business Purpose to its parent or holding company and any Affiliates, professional advisers, contractors and employees, subject to the Receiving Party being liable for any breach of confidentiality by such persons or entities and that such persons or entities are in addition bound by an equivalent enforceable written duty of confidentiality. The Receiving Party shall keep a written record of third parties, employees, contractors entities, authorities, professional advisers, agents or similar to whom disclosure has been made and make such list available to a Disclosing Party immediately upon its request.

2.4 The Receiving Party agrees not to itself, nor allow any other person or entity (by way of legal proceedings or injunctive release if required by Disclosing Party) to whom it has disclosed Disclosing Parties Confidential Information, utilise, disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever use the Confidential Information other than strictly for the Business Purpose.

3. STANDARD OF CARE

3.1 The Receiving Party must protect the Confidential Information of the Disclosing Party and, in doing so, must use no less than the equivalent degree of care that such party applies to its own proprietary or secret information which shall in no case be less than a reasonable standard of care for the industry concerned.

3.2 The Receiving Party's internal systems must be such that Confidential Information must be stored, disclosed and handled in such a way as to prevent unauthorised disclosure.

4. RETURN OF CONFIDENTIAL INFORMATION

The Disclosing Party may at any time give notice in writing requiring that the whole or any particular part of the Confidential Information disclosed (including any copies thereof or reports, summaries and similar incorporating any part of the Confidential Information) are within 21 days either destroyed or returned and that the Receiving Party at the same time supply written certification of such return or destruction and that Receiving Party has not nor have the third parties to whom it has disclosed either directly or indirectly retained any Confidential Information or copies thereof.

5. EXCLUDED INFORMATION

5.1 The obligations of confidentiality pursuant to this Agreement do not apply to any Confidential Information that:-

5.1.1 is lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party as reasonably evidenced in writing;

5.1.2 is or becomes publicly known, otherwise than as a consequence of a breach of this Agreement or breach of confidentiality between Receiving Party and its employees, agents or other third party;
5.1.3 can be reasonably evidenced by written records that it has been developed independently by the Receiving Party without access to or use of or incorporation of the Confidential Information;
5.1.4 is disclosed by the Receiving Party to satisfy a requirement of, or demand by, a competent court of law or governmental or regulatory body;
5.1.5 is disclosed to a third party pursuant to a specific written authorisation from the Disclosing Party allowing full public or specific disclosure; or
5.1.6 is received from a third party without breach of any other relevant confidentiality obligation.

6. NO COMMITMENT

Nothing in this Agreement obliges either party to enter into any agreement or transaction or arrangement or collaboration or joint venture nor does it give rights to either party to make, enter into or agree any commitment or obligation on behalf of the other party.

7. AMENDMENT AND ASSIGNMENT

No amendment to or assignment of any of the provisions of this Agreement will be effective unless agreed in writing by all the parties to this Agreement.

8. NO WAIVER

The failure to enforce or to require the performance at any time of any one or more provisions of this Agreement shall not be construed to be a waiver of such provision, and will not affect either the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and save as otherwise expressly agreed in writing supersedes all prior agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement.

10. NOTICES

10.1 All notices, demands or other communications under this Agreement must be given or made in writing, and must be delivered personally by postal mail and sent by fax or electronic mail, as follows:

If to Aquacrafts B.V. to:

Attention of Michiel Troelstra (CEO)
Aquacrafts B.V.
Oeverloper 23
8532 BG Lemmer
The Netherlands
info@aquacrafts.nl

or at such other address or to such fax number as may be designated by notice from such party.

10.2 Any notice, demand or other communication given or made personally by postal mail and by fax or electronic mail in the manner prescribed in this paragraph will be deemed to have been given when clearly received in full.

11. NO TRANSFER OF TITLE, NO LICENCES OR WARRANTIES

11.1 Receiving Party acknowledges and agrees that all Confidential Information of the Disclosing Party is property of the Disclosing Party and the disclosure of the Confidential Information does not confer any rights to that Confidential Information on the Receiving Party.

11.2 No licence to the Receiving Party under any trade secrets, patents or copyrights is granted or implied by disclosure of Confidential Information to that party.

11.3 Save as provided in clause 2.2 above neither party makes any representation or warranty, express or implied, as to the accuracy or completeness of any of the Confidential Information and neither party will be liable to the other for any loss resulting from the use or reliance on the Confidential Information.

12. THIRD PARTY RIGHTS

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in any part of the world.

13. TERMINATION

13.1 This Agreement will remain in full force and effect for a period of 3 years from its date of execution unless terminated earlier by either party providing one month's written notice of termination to the other party.

13.2 Termination does not affect a party's accrued rights and liabilities at the date of termination and the obligations of the parties under clauses 2 through 5 which will survive termination and remain in full force and effect for a period of three (3) years from the date of disclosure of the Confidential Information.

14. GOVERNING LAW

14.1 This Agreement is governed by, and will be construed in accordance with the laws of The Netherlands.

14.2 The parties submit to the non-exclusive jurisdiction of the courts of The Netherlands in relation to any legal actions or proceedings arising out of or in connection with this Agreement, save that this submission will not preclude any party from applying to any other court in another jurisdiction for urgent or interim injunctive relief.

14.3 Any legal notices, summons or proceedings hereunder may be served on the other party by being delivered to the address set forth in the parties' section at the beginning of this Agreement or to its registered office.

14.4 The Parties agree that damages would not be an adequate remedy for any breach of this Agreement and therefore either or both party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement without proof of special damages.

14.5 The provisions of this Agreement are independent and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

14.6 If one or more of the provisions of this Agreement are held to be contrary to the laws of The Netherlands or the laws of any other competent jurisdiction, the Parties agree that the offending provision(s) shall be amended in such a way as may be necessary in order that they should not be contrary to such laws and in a manner which maintains the contents of such provisions as closely as possible to the contents thereof originally intended by the Parties.

14.7 "Affiliates" shall mean any company, association or other separate legal entity which is directly or indirectly controlling, controlled by or under common control with, a Party, but only so long as such control continues to exist. For the purpose of the foregoing definition, "control" shall mean the owning of fifty percent (50%) or more of the equity interest or any other type of ownership

interest and/or of the rights entitling to vote for the election of directors and/or members of the supervisory board.

EXECUTED BY the parties.

B.V.

Company

By

By

Title: CEO/Owner

Title: [as provided during application]

Name: Michiel Troelstra

Name: [as provided during application]

Place: Lemmer

Place: [as provided during application]

Signature:

Signature: [accepted during application]

A handwritten signature in blue ink, appearing to read 'M. Troelstra', written over a horizontal line.

I. Appendix Business Purpose

Parties business purpose is to explore a Distribution co-operation for DinghyGo, the 3-in-1 inflatable sailboat products in Company's applied Territory.

The DinghyGo Distributor Application process consists of the following steps:

- a. Company's Application (Company Information, Distributor Profile compliancy & Motivation)
- b. Aquacrafts Evaluation
- c. Provisioning of Documentation (Aquacrafts Distributor Pricing document)
- d. Memorandum of Understanding