

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT RELATIVE TO RFP #2509

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into as of _____, 2025 by Aurora Marine Design (AMD) and Flagship Cruises & Events (FC&E), the Disclosing Parties and _____ the Proposer, collectively the “Parties”.

WHEREAS, AMD and FC&E have issued Request for Proposals #2509 for the procurement of (2) new 275 passenger ferry vessels to advance their involvement in the California Air Resources Board’s Sustainable Heavy-Duty Initiatives for Future Technology (SHIFT) Program.

WHEREAS, Proposer may submit a proposal in response to the RFP.

WHEREAS, in order to prepare a comprehensive proposal, Proposer may require access to certain plans and drawings regarding the design of the new ferry vessels (Design Documentation) that contain confidential and proprietary information, which access AMD and FC&E are willing to provide only under the terms set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Proposer acknowledges the confidential and proprietary nature of the Design Documentation.
2. AMD and FC&E will grant the Proposer access to the Design Documentation by way of a secure web-based vault system, and Proposer may access the Design Documentation, including by download, but may not edit or in any way alter any of the Design Documentation. Access will only be for a limited time determined by AMD prior to the due-date for submission of Proposals as set forth in the RFP.
3. Proposer may use the Design Documentation, and may discuss the Design Documentation with its officers, employees, or agents that have a need to know the Design Documentation and who have agreed in writing to the same confidentiality and non-disclosure requirements as those in this Agreement, for the sole purpose of submitting a proposal in response to the RFP. Proposer acknowledges and agrees that nothing set forth in this Agreement grants any rights to Proposer, by license or otherwise, regarding the Design Documentation or to any copyright, trademark, service mark, patent right, trade secret or any other proprietary right in or to the Design Documentation.
4. If Proposer deems it necessary to include any of the Design Documentation in its proposal, Proposer must follow the confidentiality procedures set forth in the RFP.
5. Proposer may not disclose any of the Design Documentation or its contents to anyone other than as set forth in paragraph 3 and must take reasonable precautions to prevent any unauthorized disclosure. Proposer will take reasonable steps to avoid inadvertent disclosure of the Design Documents.
6. This Agreement does not commit either AMD and/or FC&E to any potential business relationship with Proposer.
7. Proposer will indemnify and hold harmless either AMD and/or FC&E against and from, and will compensate and reimburse either AMD and/or FC&E for, any damage, loss, claim, liability or expense (including legal fees and the cost of enforcing either AMD and/or FC&E’s rights under this Agreement) arising out of or resulting from any unauthorized use or disclosure of any Design Documentation or any other breach of this Agreement by Proposer. Proposer acknowledges that, as between the Parties hereto, all of the Design Documentation is the

exclusive property of AMD and FC&E and that the unauthorized disclosure or use of such Design Documentation would cause irreparable harm and significant injury to AMD and FC&E, the monetary effect of which may be difficult to ascertain. Accordingly, Proposer agrees that either AMD and/or FC&E will also be entitled, without proof of actual damages and without the requirement of posting a bond or other security, to seek equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by Proposer. The indemnification and equitable remedies referred to above are exclusive and are in addition to any other rights or remedies available at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that Proposer has breached this Agreement, Proposer will be liable for, and will pay to either AMD and/or FC&E, the reasonable legal fees incurred by either AMD and/or FC&E in connection with such litigation (including any appeal relating thereto).

8. At either AMD and/or FC&E's request, Proposer must promptly either return any Design Documentation to AMD or if AMD allows it, provide evidence that it has destroyed all Design Documentation in its possession, or both.

9. Proposer's responsibilities and obligations under this Agreement last in perpetuity and will become part of the Agreement with the Proposer who may be awarded a contract resulting from the RFP.

10. This Agreement will be governed by, construed, and interpreted in accordance with the laws of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first indicated below.

AMD
Date: _____

FC&E
Date: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Proposer)
Date: _____

By: _____
Name: _____
Title: _____