

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this “Agreement”) by and between Orchid-Haze Maritime EOD LTD, a Limited Liability Company and _____,

of. (address) _____

(each a “Party” and collectively, the “Parties”), is dated as of the latest date set forth on the signature page hereto.

1. General.

In connection with the consideration of a professional relationship (or possible business transaction) between the Parties and/or their respective subsidiaries (each such Party being hereinafter referred to, collectively with its subsidiaries as a “**Company**”), each Company (in its capacity as a provider of information hereunder, a “**Provider**”) is prepared to make available to the other Company (in its capacity as a recipient of information hereunder, a “**Recipient**”) certain “Evaluation Material and information” (as defined in Section 2 below) in accordance with the provisions of this Agreement, and to take or abstain from taking certain other actions as hereinafter set forth.

2. Definitions.

(a) The term “**Evaluation Material and information**” means information concerning the Provider which has been or is furnished to the Recipient or its Representatives in connection with the Recipient’s evaluation of a professional relationship or Possible Transaction, including the Provider’s business, product specifications, financial condition, intellectual property, operations, assets and liabilities, and includes all notes, analyses, compilations, studies, interpretations or other documents prepared by the Recipient or its Representatives which contain or are based upon, in whole or in part, the information furnished by the Provider and/or Recipient hereunder. The term Evaluation Material and information does not include information which (i) is or becomes publicly available other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement, (ii) was within the Recipient’s possession prior to its being furnished to the Recipient by or on behalf of the Provider, or (iii) is or becomes available to the Recipient from a source other than the Provider or its Representatives.

(b) The term “**Representatives**” shall include the directors, officers, employees, agents, partners or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) of the Recipient or Provider, as applicable.

(c) The term “**Person**” includes the media and any corporation, partnership, group, individual or other entity.

3. Use of Evaluation Material and Information.

Each Recipient shall use the Evaluation Material and information solely for the purpose of evaluating a professional relationship or possible Transaction and, subject to Section 5, will not disclose any of the Information or Evaluation Material in any manner whatsoever; *provided, however,* that any of such information may be disclosed to the Recipient’s Representatives for the purpose of helping the Recipient evaluate a Possible professional relationship or Transaction. Further, neither party shall use any of the shared material between the parties to circumvent or compete with the product and services of either firm.

4. Non-Disclosure of Discussions.

Subject to Section 5, each Company agrees that, without the prior written consent of the other Company, such Company will not disclose to any other Person (i) that Evaluation Material and Information has been exchanged between the Companies, (ii) that discussions or negotiations are taking place concerning a Possible Transaction or (iii) any of the terms, conditions or other facts with respect thereto (including the status thereof); *provided, however*, that nothing contained herein shall be deemed to inhibit, impair or restrict the ability of Recipient or its Representatives from having discussions or negotiations with other persons relating to (a) potential financing and/or partnering in connection with and/or investment in the Possible Transaction so long as each of such persons agrees to be bound by the terms of this Agreement or (b) any transaction of any kind unrelated to a Possible Transaction with any other party.

5. Legally Required Disclosure.

If a Recipient or its Representatives are requested or required (by oral questions, interrogatories, other requests for information or documents in legal proceedings, civil investigative demand or other similar process: to disclose any of the Evaluation Material or any of the facts disclosure of which is prohibited under Section 4 above, such Recipient shall provide the Provider with prompt notice of any such request or requirement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Provider, the Recipient or any of its Representatives reasonably believes that they are nonetheless legally compelled to disclose Evaluation Material or any of the facts disclosure of which is prohibited under Section 4 such Recipient or its Representatives may, without liability hereunder, disclose to such requiring Person only that portion of such Evaluation Material or any such facts which the Recipient or its Representatives reasonably believes is legally required to be disclosed.

6. Termination of Discussions.

At any time upon the request of a Provider for any reason, a Recipient will, within 20 business days of receipt of such notice, destroy or return all Confidential and Evaluation Material in any way relating to the Provider or its products, services, employees, IP, or other assets or liabilities, and no copy or extract thereof (including electronic copies) shall be retained, except that Recipient's outside counsel may retain one copy to be kept confidential and used solely for archival purposes. Notwithstanding the return or destruction of the Evaluation Material, the Recipient and its Representatives will continue to be bound by its obligations hereunder with respect to such Evaluation Material.

7. No Solicitation.

Neither Recipient will, within one year from the date of this Agreement, solicit the employment or consulting services of any of the employees of the Provider with whom it has had contact in connection with its evaluation of a Possible Transaction, so long as they are employed by the Provider and for a period of six (6) months thereafter.

8. Not a Transaction Agreement.

Each Company understands and agrees that no contract or agreement providing for a Possible Transaction exists between the Companies unless and until a final definitive agreement for a Possible Transaction has been executed and delivered, and each Company hereby waives, in advance, any claims (including, without limitation, breach of contract) relating to the existence of a

Possible Transaction unless and until both Companies shall have entered into a final definitive agreement for a Possible Transaction. Each Company also agrees that, unless and until a final definitive agreement regarding a Possible Transaction has been executed and delivered, neither Company will be under any legal obligation of any kind whatsoever with respect to such Possible Transaction by virtue of this Agreement except for the matters specifically agreed to herein.

9. Governing Law.

The parties agree that this agreement shall be governed and construed in accordance with the laws of the United Kingdom and that any venue for any legal disputes arising from this agreement shall be the courts of the United Kingdom.

10. Modifications and Waiver.

No provision of this Agreement can be waived or amended in favor of either Party except by written consent of the other Party, which consent shall specifically refer to such provision and explicitly make such waiver or amendment. No failure or delay by either 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 future exercise thereof or the exercise of any other right, power or privilege hereunder.

11. Severability.

If any term, provision, covenant or restriction contained in this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants or restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and if a covenant or provision is determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Companies intend and hereby request that the court or other authority making that determination shall only modify such extent, duration, scope or other provision to the extent necessary to make it enforceable and enforce them in their modified form for all purposes of this Agreement.

12. Term.

This Agreement shall terminate two years from the date hereof.

13. Entire Agreement.

This Agreement contains the entire agreement between the Companies regarding the subject matter hereof and supersedes all prior agreements, understandings, arrangements and discussions between the Companies regarding such subject matter.

14. Counterparts.

This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

15. IN WITNESS WHEREOF,

each of the undersigned entities has caused this Agreement to be signed by its duly authorised representatives as of _____ . **(Date)**

Orchid-Haze Maritime EOD LTD

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By: Orchid-Haze Maritime EOD LTD

Name: Craig Tower

Title: MD

By: Contractor

Name: _____.

Title: _____.