MUTUAL CONFIDENTIALITY UNDERTAKING

This mutual confidentiality undertaking (the "**Confidentiality Undertaking**") dated [•] is given by and among FINCANTIERI S.p.A., with company number 00629440322 whose registered office is at Via Genova 1, Trieste ("**Fincantieri**") and [•] with company number [•] whose registered office is at [•] ("[•]**"**). All the parties are hereinafter referred to individually as the "**Party**", and collectively as the "**Parties**".

1. "Definitions"

For the purposes of this Confidentiality Undertaking:

1.1 **"Group"** means, with respect to both the Parties, their holding companies and subsidiaries, pursuant to article 2359 of the Italian Civil Code and each of the subsidiaries of each of their holding companies;

1.2 **"Representatives"** means, with respect to both the Parties and their related Groups, their directors, officers, employees, advisors, independent contractors and affiliates (collectively, each Party's **"Representatives"**);

1.3 **"Project"** means the set of the activities undertaken by the Parties for the purpose of exploring a potential business relationship in particular [•]. In connection with such activities, the Parties may find it necessary or appropriate to disclose to each other certain business, technical, or strategic information that is considered confidential or proprietary;

1.4 **"Confidential Information"** means any information of any kind (including commercial, financial, technical, administrative, legal or other information), whether disclosed in writing, orally or in any other form or medium, and whether disclosed before or after the Effective Date of this Confidentiality Undertaking, that is considered confidential or proprietary by the Disclosing Party.

This includes, without limitation:

i. information not expressly marked as "confidential", "privileged" or "price sensitive", including the existence of the Project and any related discussions or negotiations;

ii. information relating to any member, affiliate or representative of either Party;

iii. information regarding materials, processes (including manufacturing processes), know-how, formulae, computer programs, databases, methods of operation, and other business-related data, whether or not constituting trade secrets or proprietary information;

iv. any reports, analyses, compilations, studies or other documents prepared by or on behalf of the Receiving Party that contain, reflect or are derived from any of the above.

1.5 "**Disclosing Party"** means the Party which discloses the Confidential Information;

1.6 **"Receiving Party"** means the Party which receives or anyway obtains the Confidential Information;

1.7 **"Permitted Purpose"** means every use of the Confidential Information solely for the purpose of evaluating and negotiating the Project in accordance with this Confidentiality Undertaking and not for any other purpose.

2. "Duty of confidentiality"

2.1 With the exceptions provided for under paragraph 3, each Party agrees to:

a) hold the Confidential Information in strict confidence and not to disclose, copy, reproduce, distribute or otherwise make it available to any person other than its Representatives who need to know it for the Permitted Purpose;

b) keep the Confidential Information properly protected against theft, damage, loss and unauthorized access (including access by electronic means); each Party shall take all security measures to protect the Confidential Information, at least as strict as the measures it takes to protect its own confidential and proprietary information of equal importance, which, in any case, shall be no less than a reasonable standard of care;

c) use the Confidential Information solely for the Permitted Purpose;

d) each Party shall ensure that any of its Representatives who receives or otherwise obtains Confidential Information is made aware of the terms of this Confidentiality Undertaking and complies with them as though they were a party to it and in compliance with Article 1381 of the Italian Civil Code ("Third party warranty or representation"). Each Party shall remain fully liable for any breach of this Confidentiality Undertaking by its Representatives; and

e) promptly communicate it to the other Party if it is aware of any actual breach or possible breach of duty of confidence under this Confidentiality Undertaking or that any of the Confidential Information has been obtained by a third party (otherwise than as permitted by this Confidentiality Undertaking). Each of the Parties also agrees to fully assist and cooperate with the other in connection with any proceedings which the other Party may bring against that person for the breach of confidence.

2.2 Each Party further acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and undertakes not to use any Confidential Information for any unlawful purpose.

3. "Permitted disclosure"

All of the foregoing, as provided for under paragraph 2, shall not apply where:

a) the Confidential Information becomes available to the public through no wrongful act, fault or negligence on the part of the Receiving Party;

b) the Confidential Information was already in the possession of the Receiving Party prior to such disclosure, as evidenced by prior written records or other documents in possession of the Receiving Party;

c) disclosure of the Confidential Information by any of the Parties is required by a governmental, fiscal, banking, judicial or supervisory authority or other independent authority with relevant powers or by any law or regulation or by the rules of any securities exchange binding on either of the Parties; in all of such circumstances the Party shall have to communicate it to the other Party as soon as the disclosure are made ;

d) the Receiving Party can demonstrate that the information was independently developed by it without reference to the Disclosing Party's Confidential Information; or

e) the Confidential Information is lawfully received by the Receiving Party from a third party without restriction and without breach of this Confidentiality Undertaking or any other agreement.

4. "Return/destruction of information"

4.1 Upon the written request by the Disclosing Party, the Receiving Party shall, within fifteen (15) business days and at its own cost:

a) return to the Disclosing Party or securely destroy all documents and materials containing Confidential Information, whether in physical or electronic form, and shall not retain any copies, except as permitted under clause 4.2;

b) permanently delete or render inaccessible all Confidential Information stored on devices, systems, or media under its control, including servers, and cloud storage, ensuring that such deletion is carried out in accordance with industry best practices.

4.2 The obligations under clause 4.1 shall not apply to the extent that the Receiving Party is required to retain Confidential Information by applicable law, regulation or binding order of a competent authority (including judicial, governmental, banking, fiscal, supervisory or regulatory bodies), or if such information is referenced in official corporate records (e.g., board minutes).

4.3 In such cases, the Receiving Party shall:

- notify the Disclosing Party of the retention requirement (unless prohibited by law),
- ensure that the retained Confidential Information is securely stored and access is strictly limited,
- and remain bound by the confidentiality obligations for the entire duration of the retention.

5. "Breach"

Without prejudice to any other rights or remedies available to the Parties under applicable law, the Receiving Party acknowledges that any breach of the terms of this Confidentiality Undertaking may cause significant and irreparable harm to the Disclosing Party. Accordingly, the Parties agree that, where appropriate and permitted by applicable law, the Disclosing Party shall have the right to seek injunctive relief, specific performance or other protective measures, including interim or precautionary remedies, to prevent or remedy such breach.

6. **"Indemnification"**
The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any and all damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or resulting from any breach of this Confidentiality Undertaking by the Receiving Party or any of its Representatives.

7. **"Representations and warranties"**

Unless otherwise provided in a subsequent agreement between the Parties, the Confidential Information is provided on an "as is" basis, without any express or implied warranty by the Disclosing Party as to its completeness, accuracy, reliability, suitability, availability or

non-infringement of third-party rights. Without prejudice to the foregoing, the Disclosing Party shall not be held liable for any damages, losses or expenses incurred by the Receiving Party, whether directly or indirectly, as a result of errors, omissions or discrepancies contained in the Confidential Information, except in cases of willful misconduct or gross negligence.

5. Subordination to Due Diligence

The Parties agree that the execution of any future binding agreement, contract, or obligation arising from this Confidentiality Undertaking or from subsequent understandings shall be subject to the successful completion of the due diligence process by Fincantieri S.p.A. and its consequent internal approval. In the absence of such condition, the Parties agree that neither shall have any obligation to enter into any future binding agreement with the other.

8. **"No Obligations"**

Nothing in this Confidentiality Undertaking shall be construed as a) requiring either Party to disclose or accept any information, b) obligation either Party to purchase, use or provide any products, goods, or services c) granting the Receiving Party any rights, whether express or implied, under any patent, copyright, trade secret or other intellectual property owned, obtained or licensable by the Disclosing Party. This Confidentiality Undertaking does not constitute or imply an agreement or commitment to enter into a future business relationship, not does it create any agency or partnership or authorization to use the other Party's name, trademarks, or intellectual property.

9. **"Non-Solicitation"**

During the term of this Confidentiality Undertaking and for for a period of three (3) years following its termination, each Party agrees that it shall not, without the prior written consent of the other Party, either directly or indirectly, on its own behalf or on behalf of others, solicit, attempt to solicit, divert or hire away any employee of the other Party, or any customer or supplier of the other Party, who is or was involved in the Project.

10. **"Successors and assigns"**

This Confidentiality Undertaking is binding upon and inures to the benefit of, the Parties and their respective permitted successors and assigns, provided that the Confidential Information of the Disclosing Party may not be assigned by the Receiving Party without the prior written consent of the Disclosing Party.

11. **"Miscellaneous"**

11.1 No failure or delay in exercising any right, power or privilege under this Confidentiality Undertaking will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under this Confidentiality Undertaking preclude any other or further exercise of it or of any other right, power or privilege under this Confidentiality Undertaking or otherwise.

11.2 No modification to this Confidentiality Undertaking or any waiver granted by any of the Party in respect of any action taken by the other or its advisers shall be effective unless agreed in writing.

11.3 Nothing contained in this Confidentiality Undertaking shall be construed as prohibiting any of the Parties from pursuing any other remedies available to it.

12. **“Duration”**

The Confidentiality Undertaking shall become effective on the date of the last signature below and shall apply retroactively to cover any Confidential Information exchanged between the Parties prior to that date.

This Confidentiality Undertaking shall remain in force for a period of three (3) years from the effective date. Without prejudice to the provisions in paragraph 4.2, notwithstanding the expiry or termination of this Undertaking, all confidentiality obligations arising prior to such expiry or termination shall continue to bind each Party for an additional period of five (5) years.

Furthermore, if any Confidential Information must be retained by the Receiving Party due to applicable laws, regulations, or binding orders from competent authorities, the confidentiality obligations shall remain in effect for as long as such information is retained, even beyond the afore-mentioned five-year period.

13. **“Governing law and jurisdiction”**

This Confidentiality Undertaking (and any non-contractual obligations arising out of or in connection with this Confidentiality Undertaking and/or the Project) shall be governed by and construed in accordance with Italian law, to be fully performed without regard to its conflict of law rules, and the Parties agree to submit to the exclusive jurisdiction of the Courts of Trieste.

14. **“Severability”**

Should any provision of this Confidentiality Undertaking be held by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected, impaired or invalidated thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Confidentiality Undertaking so as to effect their original intent as closely as possible.

15. **“Notices”**

Any notice under this Confidentiality Undertaking shall be made exclusively by registered mail with return receipt or certified electronic (PEC), addressed to the registered office of the receiving Party. Such notice shall be deemed received on the date of actual delivery to the Receiving Party.

16. **“Counterparts”**

This Confidentiality Undertaking may be executed in two or more counterparts or by PDF (Portable Document Format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

This Confidentiality Undertaking repeals and replaces every prior agreement between the Parties on the subject matters provided for hereby and it constitutes the entire agreement reached between the Parties on the subject of confidentiality obligations related to the Project.

FINCANTIERI S.p.A.

By: Paolo Cerioli

Title: Chief Innovation and Information Technology Officer

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By: [•]Fare clic qui per immettere testo.

Title: [•]Fare clic qui per immettere testo.