

## CONFIDENTIALITY AGREEMENT

**TO:** ThyssenKrupp Marine Systems Canada Inc. (“**Contractor**”)

**FROM:** \_\_\_\_\_ (“**Proponent**”)

**RE:** ThyssenKrupp Marine Systems Canada Inc.’s **Joint Supply Ship [JSS] Project**  
**(the “Project”)**

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- A. Proponent is providing the covenants set out in this confidentiality document agreement (“Confidentiality Agreement”) in connection with the access to ThyssenKrupp Marine Systems Canada Inc.’s website request for quotations (“Request for Quotations”).
- B. Prior to and as a condition of receiving information and documentation related to the Request for Quotations, the Proponent is required to enter into the terms set out in this Confidentiality Agreement relating to the confidential nature of information about the Project.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Proponent, the Proponent acknowledges and agrees as follows:

- 1. For the purposes of this Confidentiality Agreement, “Confidential Information” means, collectively, all information relating to the Project directly or indirectly disclosed to the Proponent by the Contractor, including, without limitation, all documents and materials made available to the Proponent in connection with the Request for Quotation or the Project; any information relating to the Contractor, its affiliates, The Government of Canada or any supplier for the Project provided to the Proponent in connection with the Project; and any other pricing, design or other information relating to the business and technical practices of the Contractor; regardless of whether the Confidential Information was communicated orally, in writing or by electronic transmission and any copies, summaries, notes, analyses, compilations, studies or other records that contain or have been generated or derived from such information, documents and materials.
- 2. The Proponent shall:
  - (a) maintain the confidentiality of all Confidential Information;
  - (b) maintain the security of all Confidential Information with no less a standard of care than the Proponent would maintain the confidentiality of its own information of a similar nature, but no less than in accordance with accepted practices in the defence industry;
  - (c) subject to Section 3, not release, disclose, divulge, sell or distribute any Confidential Information, without the prior written consent of the Contractor; and
  - (d) only use and copy the Confidential Information as is necessary for the Proponent to reply to the Request for Quotations and for no other purpose.

3. The Proponent may disclose the Confidential Information to its employees to whom disclosure is required for the Proponent to reply to the Request for Quotations, provided that the Proponent shall first instruct such employees to maintain the confidentiality thereof. The Proponent may also disclose Confidential Information to its affiliates, subcontractors and representatives to whom disclosure is required for the Proponent to reply to the Request for Quotations, provided that each such affiliate, subcontractor and representative shall first execute a non-disclosure covenant no less onerous than this Confidentiality Agreement.
4. The Confidential Information shall not include information that:
  - (a) is or becomes a part of the public domain through no act or omission of the Proponent;
  - (b) was in the Proponent's lawful possession prior to the disclosure and had not been obtained by the Proponent either directly or indirectly from the Contractor;
  - (c) is lawfully disclosed to the Proponent by a third party without restriction on disclosure; or
  - (d) is independently developed by the Proponent;provided that the foregoing shall not be deemed to permit use or disclosure of information in breach of applicable law.
5. The Proponent shall ensure that Confidential Information is not disclosed or distributed by it or its employees or agents in violation of the terms of this Confidentiality Agreement or applicable law.
6. Disclosure of Confidential Information by the Proponent shall be permitted if such Confidential Information is required by order of a lawful authority to be disclosed by the Proponent, and in such case the Proponent shall immediately notify the Contractor upon Proponent receiving notice of such order or process leading to such order and the Proponent shall cooperate with the Contractor in objecting to such requirement and/or obtaining an appropriate protective order or other reliable assurance that confidential treatment will be afforded to such Confidential Information prior to disclosing such Confidential Information.
7. The Proponent acknowledges and agrees that any breach of the terms of this Confidentiality Agreement may cause irreparable harm and damage to the Contractor.
8. The Proponent shall, upon reasonable advance written notice, permit Contractor or the Government of Canada or a representative appointed by the Proponent, Contractor or Canada to access its premise, files and materials to audit the Proponent's compliance with the terms of this Confidentiality Agreement.
9. The Proponent shall, promptly upon the Contractor's request and as the Contractor directs, deliver to the Contractor or destroy all of the Confidential Information. The Contractor shall certify in writing to the Contractor, upon written request, the return or destruction of all Confidential Information in accordance with this Section.
10. The Proponent shall not issue, and has not issued, a news release or other public announcement or otherwise has disclosed, or will disclose, any information pertaining to any details relating to the Request for Quotations, or the outcome thereof, or the selection process, in whole or in part, without the prior written approval of the Contractor.

11. This Confidentiality Agreement shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada as applicable therein.

**IN WITNESS OF WHICH**, the Proponent has executed this Confidentiality Agreement on [date]\_\_\_\_\_

\_\_\_\_\_ (“Proponent’s full legal name”)

By: \_\_\_\_\_

Name:

Title: