

NON-DISCLOSURE AGREEMENT (NDA)

Effective Date: _____, 2026

This Non-Disclosure Agreement (the “Agreement”) is entered into by the undersigned buyer (“Buyer”) for the benefit of Gulf Commercial Brokerage, LLC d/b/a Marina Brokerage Services and any local broker of record appointed by Seller (collectively, the “Brokers”), acting as agents for the owner of the property/business opportunity described below (“Seller”). Buyer desires to receive certain confidential information regarding the evaluation of the Property/Business (defined below). As a condition to receiving such information, Buyer agrees as follows:

The Property/Business covered by this Agreement is Westernport Marina, located in Hastings, Victoria, Australia (the “Property/Business”).

Buyer understands that Confidential Information is proprietary to Seller and/or Seller’s affiliates and is provided through Broker.

1. Purpose

Buyer will use the Confidential Information solely to evaluate a potential acquisition, investment, joint venture, financing, or other transaction involving Westernport Marina (the “Transaction”).

1A. Broker Authority and Exclusivity

Buyer acknowledges and agrees that Gulf Commercial Brokerage, LLC d/b/a Marina Brokerage Services (“Broker”) represents and warrants that it has been duly authorized by the owner of the Property/Business to market the Property/Business and to provide the Confidential Information contemplated by this Agreement. Buyer further acknowledges that Broker is acting as the exclusive sales representative for the Property/Business in connection with the Transaction.

2. Confidential Information

“Confidential Information” means all information disclosed or made available by or on behalf of Seller or Broker to Buyer (whether written, oral, visual, electronic, or otherwise) relating to Westernport Marina or the Transaction, including, without limitation: historical and current financial statements; revenue and expense detail; occupancy and rate data; slip/berth lists; customer and waitlists; leases and tenant information; contracts; permits; environmental or engineering reports; plans, drawings, surveys; operating procedures; employee information; due diligence materials; data room contents; and the fact that

discussions are occurring. Confidential Information includes all notes, analyses, summaries, screenshots, and materials derived from such information.

3. Buyer Obligations

Buyer shall: (a) keep all Confidential Information strictly confidential; (b) use the Confidential Information only for the Purpose; (c) not disclose Confidential Information except as permitted under Section 4; and (d) protect the Confidential Information with at least the same degree of care Buyer uses to protect its own confidential information, but in no event less than reasonable care.

4. Permitted Disclosure to Representatives

Buyer may disclose Confidential Information only to Buyer's bona fide representatives who have a need to know for the Purpose (including attorneys, accountants, lenders, consultants, equity partners, and investors), provided that Buyer ensures such persons are bound by confidentiality obligations no less restrictive than this Agreement. Buyer remains fully responsible for any breach by its representatives.

5. Exclusions

Confidential Information does not include information that Buyer can demonstrate: (a) is publicly available other than due to a breach of this Agreement; (b) was lawfully known to Buyer prior to disclosure; (c) is independently developed without use of Confidential Information; or (d) is lawfully received from a third party without restriction.

6. No Contact / Non-Circumvention

Buyer agrees that, without Broker's prior written consent, Buyer will not: (a) contact or communicate with Seller directly; (b) contact or communicate with any employee, tenant, customer, slip holder, member, supplier, vendor, contractor, lender, governmental authority, or other party related to Westernport Marina; (c) provide, share, disclose, or make available any Confidential Information to any competitor of Seller or Westernport Marina; or (d) take any action that may disrupt Seller's operations or relationships. All communications, requests, diligence questions, site visits, and negotiations shall be coordinated exclusively through Broker. These obligations shall apply for twelve (12) months from the Effective Date (or such longer period as may be stated by Broker in writing).

7. No Solicitation

For twelve (12) months from the Effective Date, Buyer shall not solicit for employment any Seller or Westernport Marina employee learned of through Confidential Information, except where such person responds to a general public advertisement not targeted to such person.

8. Return / Destruction of Materials

Upon request by Broker or Seller, Buyer shall promptly return or permanently destroy all Confidential Information in Buyer's possession or control, including copies, downloads, screenshots, summaries, and analyses, except to the extent retention is required by law or professional compliance obligations.

9. No Representation; No Reliance

Buyer acknowledges that neither Seller nor Broker makes any representation or warranty, express or implied, regarding the accuracy or completeness of the Confidential Information. Buyer will rely solely on its own investigation and due diligence. Broker has not independently verified the Confidential Information and shall have no liability arising from Buyer's use of it.

10. Remedies

Buyer acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Seller and Broker shall be entitled to injunctive relief, specific performance, and other equitable remedies, in addition to any other rights and remedies available at law or in equity.

11. Term

Buyer's confidentiality obligations will continue for three (3) years from the Effective Date; however, trade secrets and proprietary operational procedures shall remain confidential for so long as they remain protected under applicable law.

12. Governing Law; Jurisdiction

This Agreement shall be governed by the laws of the State of Victoria, Australia. Buyer agrees that any dispute shall be brought in the courts located in Victoria, Australia, and Buyer submits to such jurisdiction.



MARINA BROKERAGE SERVICES

PROPERTY ACQUISITION & DISPOSITION EXPERTS

BUYER SIGNATURE

Buyer Entity Name: _____

Address: _____

Name: _____

By: _____, Date: _____

Title: _____

Email: _____

The Brokers are intended third-party beneficiaries of this Agreement and may enforce its terms.