Bidder Nondisclosure Agreement

This Bidder Nondisclosure Agreement is made on ______________, 2025, between National Maritime Services, Inc., a Florida corporation (the "**Company**"), and

____ (UBO/bidder's name), a[n]

____ (entity type and domicile) (the "**Bidder**").

Background

i. The U.S. Marshal's Service, on behalf of the United States of America (the "**Seller**"), has engaged the Company to sell the vessel "Amadea," a 2017 "Lürssen," approximately 348-foot motor yacht, U.S. official no. 1326610 (the "**Yacht**").

ii. The Company intends to sell the Yacht in a sealed-bid auction (the "**Auction**").

iii. The Bidder intends to bid in the Auction.

In consideration of the mutual promises stated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties therefore agree as follows:

1. Confidential Information. The Company and the Bidder acknowledge that, as part of the Auction, they will acquire confidential and proprietary information about each other ("**Confidential Information**"). "**Confidential Information**" includes:

a. as to the Company, information about the Bidder's, officers, directors, shareholders, and beneficial owners and their personal and business affairs; and

b. as to the Bidder, information about the Company, the Auction, and the Yacht, including the information made available after Bidder's Auction registration; and

c. any other information and documents identified as "confidential" or similar or that a reasonable person would consider to be confidential.

2. Exclusions. "**Confidential Information**" does not include:

a. information that was already in the possession of a party before being disclosed by the other party; and

b. information that a party receives from an independent source to the extent that the source's disclosure of such information does not constitute a breach of any obligation of confidentiality; and

c. information that is publicly available, or that becomes publicly available, other than through a breach of a party's obligations of confidentiality.

3. **Nondisclosure.** Except as provided in Clause 4 below, the Company and the Bidder shall not, and shall ensure that their respective employees, agents, and servants do not, publish or disclose to any person, or use, directly or indirectly, any Confidential Information.

4. **Permitted Disclosures.** Either party may disclose Confidential Information:

   a. with the other party's prior written consent; or

   b. as required by law or by any judicial or administrative order, but in any proceeding to which the other party is not a party, that party shall, if and to the extent allowed by law, notify the other party of the required disclosure and an opportunity to intervene to prevent, limit, or obtain a protective order with respect to such disclosure; or

   c. in any dispute between the parties, to the extent reasonably necessary to establish any claim or defense, but in any dispute in a public forum, the parties shall cooperate to obtain a protective order with respect to such disclosures; or

   d. to its attorneys, accountants, and other professional advisors bound by obligations of confidentiality, to the extent reasonably necessary to assist in the transaction, maintain books and records, and prepare tax returns.

   In addition, the Company may disclose Confidential Information to the Seller and other agencies of the U.S. government, as reasonably necessary in connection with the Auction, subject to the confidentiality agreement between the Seller and the Company attached as Exhibit 1.

5. **Freedom of Information Act.** The parties acknowledge that Confidential Information may become subject to disclosure under the Freedom of Information Act, 5 U.S.C. § 552 ("**FOIA**").

6. **Unauthorized Disclosures.** Each party shall immediately notify the other party of any unauthorized disclosure of any Confidential Information by the notifying party or any of its employees, agents, or servants, and the notifying party shall cooperate with the other party to enforce the other party's rights with respect to any such unauthorized disclosure.

7. **Injunctive Relief.** Bidder acknowledges that, if it breaches this Agreement, or its breach may reasonably be anticipated, there would be irreparable harm to the Protected Persons for which there would be no adequate remedy at law and the parties therefore intend that the Company and any other Protected Persons affected by the Bidder's breach or anticipated breach will be entitled to injunctive relief and any other remedies available at law or in equity.

8. **Survival.** This Agreement will survive the completion of the Auction, whether or not the Bidder is the successful bidder, or the termination of the Auction for any reason.

9. **Governing Law.** This Agreement will be governed by and interpreted according to the law of the State of Florida regardless of any conflict-of-laws principles that would require the application of any other law.

10. **Attorney's Fees.** In any arbitration or other proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief to which that party may be entitled, reasonable attorney's fees, court costs, and all other expenses incurred in that arbitration or proceeding, even if not taxable as court costs, including all such fees, costs, and expenses incurred in appellate, bankruptcy, and post-judgment proceedings.

11. **Interpretation of This Agreement.** Clause headings are included in this Agreement for convenience only and will not affect the interpretation of this Agreement. In this Agreement, "including" means "including, but not limited to."

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding between them, oral or written, regarding its subject matter. There are no other terms, conditions, promises, undertakings, indemnities, statements, representations, or warranties, express or implied, with respect to the transaction contemplated hereby.

13. **Binding Effect.** All the terms of this Agreement, express and implied, will be binding upon, inure to the benefit of, and be enforceable by the parties and their representatives, heirs, executors, administrators, personal representatives, and assigns. Any rights given or duties imposed upon the estate of a deceased party will inure to the benefit of, and be binding upon, the fiduciary of the decedent's estate in his fiduciary capacity.

14. **Amendment.** This Agreement may be amended only by a writing that refers specifically to this Agreement and is signed by the Company and the Bidder.

15. **Waiver.** No waiver of a party's rights under this Agreement will be effective unless in writing and signed by that party. No failure or delay in exercising any right or remedy under this Agreement will constitute a waiver of that right or remedy. A waiver in one instance will not operate as a waiver in any other instance.

16. **Severability.** If any term of this Agreement is held to be unenforceable for any reason, that term will be modified to the minimum extent necessary to make it enforceable, or, if it cannot be modified to make it enforceable, disregarded, and in either case, the other terms of this Agreement will remain in effect.

17. **Signing of This Agreement.** An electronic signature of this Agreement will have the same effect as a handwritten signature. This Agreement may be signed in counterparts, which, together, will constitute a single instrument. A signed copy of this Agreement sent by email, facsimile, or other electronic means will be deemed an original for all purposes.

The parties are signing this Bidder Nondisclosure Agreement on the date stated in the introductory clause above.

Company:	**Bidder:**
National Maritime Services, Inc.	__________________________ (name)
By: ________________________	By: _______________________
Name: Alan Swimmer	Name: _____________________
Title: President	Title: ______________________

If the Bidder is a legal entity, the Bidder's ultimate beneficial owner (UBO), as registered with the Company, agrees to be jointly and severally liable with the Bidder under this Agreement.

UBO:

________________________ (name)

By: _______________________

Exhibit 1: Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of August 1, 2025, by and between National Maritime Services, Inc. ("Company") and the United States Marshals Service ("USMS"), acting for and on behalf of the United States of America. As used herein, "Disclosing Party" means the party disclosing Confidential Information, as defined below in Paragraph 1 of this Agreement, and "Receiving Party" means the party receiving Confidential Information pursuant to the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed that:

1. **"Confidential Information" Defined.** a. As used herein "Confidential Information" means private, confidential, trade secret, proprietary or other sensitive, non-public information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business activity of the Disclosing Party, including, without limitation, any actual or anticipated business of the Company and including, without limitation, any information which, if kept secret, will provide the Disclosing Party or the Company with an actual or potential economic advantage over others in the relevant trade or industry, such as, but not limited to: (i) business data, financial, technical and non-technical information relating to the past, current, future and proposed plans of the Disclosing Party, inclusive of research, development, commercial plans and strategies, business practices, marketing techniques, marketing plans, pricing policies and schedules, financial information and other data, account and customer information, employee information and compensation, business and contractual relationship information, forecasts, vendor and supplier contacts and other information, and all notes, analyses and studies that contain, embody or are based upon any such information; and (ii) the existence of this Agreement and the fact that the parties may enter into a potential business transaction.

b. The Disclosing Party should mark all documents, communications, electronic files, etc., that it deems Confidential Information, or promptly and specifically notify the Receiving Party of same, before providing the Confidential Information to the Receiving Party. Any unmarked documents, communications, electronic files, etc., will be deemed Confidential Information only if so designated by the Receiving Party, or upon prompt and specific notice by the Disclosing Party, as determined by the Receiving Party. The Receiving Party may contest the Disclosing Party's designation of Confidential Information based on the criteria listed below, at which time the Disclosing Party may, at its option, demand its immediate return.

c. Confidential Information does not include information that: (i) at the time of first disclosure by Disclosing Party to Receiving Party was already in the possession of Receiving Party, as shown by written records existing at such time; (ii) is independently made available to Receiving Party on a non-confidential basis by an unrelated and independent third party whose disclosure does not constitute a breach of any duty of confidentiality owed to the Disclosing Party; or (iii) is generally available to the public or becomes generally available to the public without breach of this Agreement by the Receiving Party.

2. **Disclosure of Confidential Information.** a. Confidential Information shall not be used by the Receiving Party or any of its employees, agents, advisors or representative, directly or indirectly, for any purpose other than in connection with the evaluation of such Confidential Information in considering a potential business transaction between the parties and shall be kept

confidential pursuant to the terms of this Agreement. Without the prior written authorization of the Disclosing Party, or by applicable law, regulation, legal process, regulatory authority, or a court of competent jurisdiction, Receiving Party may not directly or indirectly use, disclose, disseminate, publish, or otherwise reveal any Confidential Information for the benefit of any party other than Disclosing Party. However, Receiving Party may disclose Confidential Information to employees, contractors, and other divisions of the Department of Justice, with a specific need to know.

b. In the event that Receiving Party is required by applicable law, regulation, legal process, regulatory authority, or a court of competent jurisdiction to disclose Confidential Information, Receiving Party, to the extent permitted by law, must provide Disclosing Party with prior written notice and the opportunity to take appropriate action to preserve the confidential nature of the information. If the Disclosing Party fails to obtain timely relief regarding the disclosure of Confidential Information, the Receiving Party may disclose such Confidential Information without liability if the Receiving Party limits the disclosure to the minimum amount necessary to comply with the disclosure obligation, as determined by the Receiving Party's counsel.

c. Any other language in this Agreement notwithstanding, the Company shall not disclose to Alley, Maass, Rogers, & Lindsey, P.A. or Fraser Yachts, or any affiliates thereof, any information that is not essential to close the sale of the M/Y Amadea without the express written consent of the USMS, regardless of the marking, or lack thereof, as confidential on said document(s).

3. **Freedom of Information Act.** The Receiving Party acknowledges and agrees that Disclosing Party intends to seek confidential treatment with respect to all Confidential Information, which is designated by the Disclosing Party in the manner provided in this Agreement, under the Freedom of Information Act, 5 U.S.C. § 552 ("FOIA"). Accordingly, the Receiving Party agrees that in the event a request is made to the Receiving Party pursuant to FOIA for any Confidential Information and the Receiving Party determines that the Confidential Information must be disclosed under FOIA, the Receiving Party agrees to comply with all necessary procedures established by Department of Justice regulations to notify the Disclosing Party of the request, and to provide the Disclosing Party an opportunity to object to any disclosure of the information. The Receiving Party will not disclose any Confidential Information that is entitled to protection from disclosure under FOIA, except as provided in this Agreement.

4. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter contained herein and supersedes all previous communications, whether written or verbal regarding it, including that particular Confidentiality Agreement July 28, 2025.

5. **Governing Law.** The enforcement, interpretation, and construction of this Agreement, and all matters relating hereto, will be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the State of Florida will apply, without giving effect to the conflict of laws principles thereof.

6. **No Assignment.** Neither the Receiving Party nor the Disclosing Party may assign this Agreement or the rights or obligations contained herein.

7. **Waiver.** No waiver hereunder is valid unless in writing, and a waiver of any right, power or privilege hereunder does not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. **Severability.** In the event that any provision of this Agreement is held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability will attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this Agreement. To the fullest extent permitted by law, this Agreement will be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

9. **No Third-Party Beneficiaries.** No one will be deemed a third party or other beneficiary of this Agreement, or will have any right or other entitlement in connection with any provision of this Agreement to seek any remedy, or right or entitlement in connection with this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute one and the same Agreement.

11. **Notice.** All notices that are required hereunder must be in writing and will be sufficient if delivered by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below, and will be deemed to have been delivered as of the date so delivered or refused:

If to the Company:

National Maritime Services, Inc.
Attention: Alan Swimmer
1560 Sawgrass Corporate Parkway, 4th Floor
Fort Lauderdale, Florida 33323-2855
(203) 988-4184
ASwimmer@natmars.com

If to the USMS:

United States Marshals Service
Asset Forfeiture Division
Attention: Jennifer Crane
3601 Pennsy Drive
Landover, Maryland 20785
(202) 246-8114
Jennifer.Crane@usdoj.gov

12. **Execution**. This Agreement may be executed and delivered via facsimile machine or portable document format (PDF) by the parties hereto, which shall be deemed for all purposes as an original. This Agreement is for the benefit of the Disclosing Party and each of its successors and assigns.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first set forth above.

Company
National Maritime Services, Inc.

by: Alan Swimmer
title: President

JENNIFER CRANE Digitally signed by JENNIFER CRANE Date: 2025.08.01 15:29:16 -04'00'

United States Marshals Service
for and on behalf of the
United States of America

by: Jennifer Crane
title: Assistant Chief
Asset Forfeiture Division
Personal Property Unit