

EXCHANGE OF PRIVILEGED INFORMATION
AND
NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into by and between:

SUBMARINE INSTITUTE OF AUSTRALIA INC (ABN 43 861 641 423) of PO Box 5018 Lyneham ACT 2602 Australia, and

TINA TURKISH INSTITUTE OF NAUTICAL ARCHEOLOGY
of Koç University Rumeli Feneri Kampüsü, Rumeli Feneri Yolu, Sarıyer 34450
Istanbul Turkey;

Individually the organisations are known as a “Party” and collectively as the “Parties”.

WHEREAS:

- a. SIA and related organisations are intent on achieving enhancement of the goal to preserve, protect and promote the fragile archaeological AE2 wreck structure, with a view to engaging public knowledge of, and learning from, the role of AE2, the Dardanelles Campaign generally, and the importance of the wreck to both nations involvement in the campaign. That this work be undertaken in a professional manner within the controls of the Turkish legal system and meet the highest international professional maritime archaeological standards.
- b. TINA share the objectives of the SIA with respect to AE2;
- c. SIA and TINA propose to disclose certain privileged information to each other to be used for the approved purpose and by this Agreement they undertake to preserve the information and use it only for the Approved Purpose.
- d. The discussions under this agreement may extend to exploring the potential to team together to lobby their respective Governments to win certain support for the various courses of actions that may be undertaken.
- e. The parties wish to preserve the privileged nature of the discussions between them together with any other information or proposals which arise out of those discussions including any disclosures of the identity of each others teaming partners.
- f. TINA has an established presence in Turkey and existing relationships with the Government of Turkey.
- g. SIA has an established relationship with the Australian Government.

SIA and TINA desire to enter into discussions concerning the AE2 Project as defined in the Memorandum of Understanding (MOU) to which this Agreement is attached as Attachment A.

- a. In the course of discussions it may be necessary for SIA or for TINA to disclose to the other Party, information it regards as Privileged Information. To the extent that Privileged Information is disclosed, said Privileged Information must be in writing and marked "Privileged" (or marked with words of similar meaning, including copyright markings), or if first disclosed orally, must be identified as Privileged at the time of said first oral disclosure, be reduced to a written summary form, marked "Privileged", and provided to the other Party within 20 days of said first oral disclosure, in order to qualify for protection under this Agreement.
- b. Except as hereinafter specified, the receiving Party agrees to hold such Privileged Information in confidence without disclosure to any third party and to protect it against unauthorized use and disclosure with at least the same degree of care and safeguards as are employed by the receiving Party to protect its own Privileged Information but in no case less than reasonable care. The receiving Party further agrees not to divulge such Privileged Information within its own organization except on a "Need to Know" basis. Privileged Information of the other Party shall be used only in furtherance of the herein described purposes.
- c. The foregoing restrictions on the receiving Party's disclosure and use of Privileged Information of the disclosing Party do not apply to:
 - i. Information divulged or used by the receiving Party after receiving the disclosing Party's express written consent thereto;
 - ii. Information already known to the receiving Party without restriction on further disclosure as evidenced by its written records
 - iii. Information rightfully obtained by the receiving Party from a third party without restriction;
 - iv. Information that, at the time of receipt, was in the public domain
- d. Nothing contained herein shall be construed as:
 - i. consent of the disclosing Party for the receiving Party to disclose or use Privileged Information not covered by one or more of the aforementioned exclusions or restrictions, or
 - ii. creating an obligation of either Party to furnish Privileged Information to the other, or

- iii. granting or conferring any express or implied rights, by licence or otherwise, for any invention or discovery, any patent covering such invention or discovery, or any trade secret or Privileged technical information except as provided herein, or in MOU or
 - iv. creating a partnership, joint venture, or other business relationship between the Parties, or
 - v. obligation to enter into a contract nor shall the Agreement result in any claim whatsoever for reimbursement of costs, expenses for any effort expended by either Party.
- e. A disclosing Party has the rights to seek and obtain temporary, preliminary and permanent injunctive relief to restrain any unauthorized use or disclosure of its Privileged Information, and such right is in addition to all other remedies available to that Party in law or equity.
 - f. The effective date for the protection of Privileged Information furnished hereunder is the date that this Agreement is duly signed by both Parties. Unless extended by mutual written agreement of the Parties hereto, this Agreement shall terminate upon the date of termination of the MOU.
 - g. Each Party shall designate in writing, one or more individuals within such Party's organization as the person or persons solely responsible for the control of Privileged Information

NON CIRCUMVENTION

The Parties acknowledges that they may receive Privileged information from the each other and may be introduced by the other party to interested persons (Related Parties or not), their professional advisors and others. The Discloser will be providing this information and introducing the Recipient to such persons for the Purpose. The Recipient undertakes with the Discloser not to act so as to use the relationships created, the knowledge disseminated and the introductions so made by the Discloser for the purpose, whether by itself or through others (Related Parties or not), to successfully achieve or attempt to achieve advantage in respect of the Purpose after the Commencement Date without the prior written consent from the Discloser.

With respect to any exchange of Privileged Information which may occur as a result of this Agreement, it is expressly understood and agreed that the below listed employees shall, on behalf of the respective Parties, be the exclusive individuals authorised to receive and/or transmit Privileged Information under this Agreement.

SIA Incorporated

TINA

Peter Briggs
President
Terence Roach
Vice President AE2

Selçuk Kolay Board Member
Kenan Yılmaz Board Member

- a. As regards the individuals identified above, each Party shall have the right and power to redesignate such persons within their organisations as are authorised to receive and/or transmit Privileged Information exchanged under this Agreement. Rendering written notice of such change to the other Party shall effect any such redesignations that are made by either Party.
- b. The execution, existence and performance of this Agreement shall be kept is privileged and shall not be disclosed by either Party without the prior written consent of the other.
- c. This Agreement, including all rights and obligations of the Parties hereto, may be terminated by operation of law and without demand by either Party at any time on thirty (30) days prior written notice to the other.
- d. Unless earlier terminated as aforesaid in Paragraph c above hereof, this Agreement shall expire when the MOU is terminated or expires.
- e. The Agreement is only relevant to and in connection with any of the matters or things to which such Agreement applies or refers.
- f. The effective date of this Agreement shall be the date on which both Parties execute it hereto.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorised officers or representatives.

SIA Incorporated

TINA

By: Peter Briggs

By: Selcuk Kolay

Signature:

Signature:

Witness:

Witness: Kenan Yılmaz

Signature:

Signature:

Date:

Date: