

Mutual Non-Disclosure Agreement

HAWKES & KWORTNIK · VERSION 1.0 · 16 SEPTEMBER 2026

1 Who this agreement is between

This agreement is between Revenue Impact Partners LLC, doing business as Hawkes & Kwortnik (“**H&K**”), and the organization or person named in the signature block (“**you**”). “We” and “each of us” mean both parties. Whichever of us shares Confidential Information is the “**discloser**”, and whichever of us receives it is the “**recipient**”. Each of us can be both.

2 Why we are sharing

We share information under this agreement only to (a) discuss, check or correct H&K’s research, scores or grades about you, including the Cruise Commercial Excellence Index, and (b) explore or carry out a possible working relationship between us. Together, these are the “**Purpose**”.

3 What counts as Confidential Information

“**Confidential Information**” is any non-public information that the discloser, or someone acting for it, shares with the recipient for the Purpose, whether before or after this agreement is signed and in any form (written, spoken, electronic or shown on screen), if it is marked as confidential or a reasonable person would understand it to be confidential from what it is and how it is shared. Examples include financial results, forecasts, pricing, booking and guest data, business plans, strategies, methods, unpublished scores and grades, and draft research. The fact that we are discussing a particular correction or piece of work is also confidential, except as section 6 allows.

4 What is not Confidential Information

Information is not Confidential Information if the recipient can show that it:

- (a) is or becomes public without the recipient breaking this agreement;
 - (b) was already known to the recipient, free of any duty of confidentiality, before the discloser shared it;
 - (c) was received from someone else who was free to share it; or
 - (d) was developed by the recipient independently, without using the discloser’s Confidential Information.
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5 What each of us promises

When either of us receives Confidential Information, we will:

- (a) use it only for the Purpose;
 - (b) protect it with at least the care we use for our own confidential information of similar importance, and never less than reasonable care;
 - (c) share it only with our own partners, employees, advisers and contractors who need it for the Purpose and are bound by confidentiality duties at least as protective as these, and remain responsible for what they do with it;
 - (d) not put it into any artificial intelligence tool or service that uses it to train or improve models, or that makes it available to anyone other than the recipient and the people allowed under (c);
 - (e) make copies only when the Purpose requires them; and
 - (f) tell the discloser promptly if we learn that it has been used or shared in a way this agreement does not allow, and take reasonable steps to limit the harm.
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6 H&K's research stays independent

H&K publishes research, scores and grades built from public evidence. So that both of us know where we stand:

- (a) This agreement does not stop H&K from researching, scoring, grading or publishing about you, your competitors or your industry using information that is not your Confidential Information.
 - (b) H&K may use your Confidential Information to decide whether to correct a score or grade. It may publish the corrected score or grade, and say that the correction rests on evidence you provided in confidence, but it will not publish or describe the Confidential Information itself without your written permission.
 - (c) Sharing information does not entitle you to any particular score or grade.
 - (d) In the same way, this agreement does not stop you from developing, buying or doing anything, or working with anyone, using information that is not H&K's Confidential Information.
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7 When the law requires disclosure

If a law, regulation, court or government authority requires the recipient to disclose Confidential Information, the recipient may disclose only what is required. Where the law allows, it will tell the discloser first and give reasonable help if the discloser seeks to protect the information. Nothing in this agreement stops anyone from reporting a possible violation of law to a government agency or making any other disclosure the law protects.

8 Personal data and inside information

- (a) **Personal data.** Neither of us will share personal information about guests, employees or other individuals unless we have first agreed in writing how it will be handled. If any is shared anyway, the recipient will protect it as Confidential Information and handle it as data-protection law requires.
 - (b) **Inside information.** Some Confidential Information may be material non-public information about a public company. Each of us understands that securities laws prohibit trading on such information, or passing it to others who may trade, and will comply with those laws.
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9 Ownership, no obligations, no promises about accuracy

Confidential Information stays the property of the discloser, and this agreement grants no licence to any patent, copyright, trademark or other intellectual property. Neither of us has to share any information, continue discussions or enter into any further agreement. Information is shared as it is, without any promise that it is accurate or complete.

10 Returning or deleting information

When the Purpose ends, or sooner if the discloser asks in writing, the recipient will return or delete the discloser's Confidential Information and, if asked, confirm by email that it has done so. The recipient may keep copies that the law requires it to keep or that remain in routine electronic backups, and must keep protecting them under this agreement for as long as it holds them.

11 How long this lasts

This agreement covers Confidential Information shared during the two years after the Effective Date (defined in section 13). Either of us may end it sooner by emailing the other. Each recipient's duties to protect Confidential Information continue for three years after the agreement ends, and for any trade secret, for as long as it remains a trade secret under the law.

12 If a promise is broken

Misuse of Confidential Information can cause harm that money alone cannot put right. So, in addition to any other remedy the law allows, the discloser may ask a court for an order to stop or prevent a breach of this agreement.

13 General terms

- (a) **Law and courts.** The laws of the State of Maine govern this agreement, without regard to conflict-of-law rules. Each of us agrees that the state and federal courts located in Maine may decide any dispute about it, although either of us may seek an order under section 12 in any court that has jurisdiction.
- (b) **Whole agreement.** This is the entire agreement between us about keeping information shared for the Purpose confidential. If we later sign a contract with its own confidentiality terms, those terms govern information shared under that contract. Any change to this agreement must be in writing and signed by both of us.
- (c) **Later versions.** H&K may publish updated versions of this form. A new version does not change an agreement that has already been signed.
- (d) **Transfer.** Neither of us may transfer this agreement without the other’s written consent, except to a business that takes over all or most of the transferring party’s business.
- (e) **If part is unenforceable.** The rest of the agreement still applies, and the unenforceable part applies to the fullest extent the law allows.
- (f) **No waiver.** Not enforcing a term straight away does not give up the right to enforce it later.
- (g) **Relationship.** This agreement does not create a partnership, joint venture, agency or client relationship between us.
- (h) **Notices.** Notices under this agreement may be sent by email to the addresses in the signature block, or to any other address a party gives in writing.
- (i) **Signing and Effective Date.** This agreement may be signed electronically, including by completing and sending the signature form at hawkeskwortnik.com/nda, which records the signer’s typed name. An electronic signature counts the same as a handwritten one. H&K has signed in advance, and the agreement takes effect on the date you sign (the “Effective Date”).
- (j) **Authority.** Each person signing confirms that they are authorized to sign for the party they represent.

SIGNED FOR H&K Revenue Impact Partners LLC, doing business as Hawkes & Kwortnik Signature <i>Ethan Hawkes</i> Name Ethan Hawkes Title Managing Partner Email ethan@hawkeskwortnik.com Date 16 September 2026 SIGNED IN ADVANCE	SIGNED FOR YOU Organization (or your name, if signing for yourself) Signature Name Title Email Date
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