



PORT NIMARA  
ANGUILLA

# Declaration of Interest and Non Disclosure

For a Berth at Port Nimara in Anguilla

## 1. Subject of this Document

Port Nimara, Anguilla is an exclusive mixed use development currently under construction in Anguilla, British Caribbean. The Development shall include a Marina with up to 118 berths (each one of them a “Berth”) designed for yachts and superyachts up to 240 feet (the “Marina”). The Development shall feature a yacht club, a five-star hotel, exclusive residences, retail spaces, an onsite customs and immigration facility, and other premium amenities. The project will be developed in multiple subsequent phases. The Marina will be the first phase and is currently planned to be operational during 2027. It is the intention of the Parties to mutually exchange information in relation to a potential transaction for a Berth at the Marina. This Document shall rule the said exchange of information.

## 2. The Parties

The Marina and Resort is being developed by South West Harbour, Inc., a company incorporated under the Laws of Anguilla, with Address at 1<sup>st</sup> Floor Hansa Bank Building, Landsome Rd, PO Box 727, The Valley, AI-2640, Anguilla, (hereinafter the “Developer”) and represented for sale by RE.YI with Address at Craigmuir Chambers, PO Box 90, Road Town, Tortola VG1110, British Virgin Islands (hereinafter the “Sales Agent”).

The undersigned,

Name:

Address:

E-Mail:

(hereinafter the “Interested Party”), is the owner or manager of a private yacht, and is interested in the purchase or long term lease of a Berth at the Marina as follows in Section 3 below:

## 3. Berth Details

<b>Berth number</b>		
<b>Period of Interest</b>	Purchase <input type="checkbox"/>	Lease 10 years <input type="checkbox"/>
<b>Name of the yacht</b>		
<b>Size of the yacht</b>	Length overall: m/ft	
	Width overall: m/ft	
	Max. Draft: m/ft	



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#### 4. Non-Disclosure

1. Purpose: The Parties agree to prevent the unauthorized disclosure of Confidential Information (as defined below) regarding the Berth, including the purchase price and any beneficial pricing conditions for early reservations to be provided by the Developer, and other information related to the Interested Party's identity information.
2. Confidential Information: For the purposes of this Declaration, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which the Developer is engaged. Furthermore, it includes any personal information related to the identity of the Interested Party. Confidential Information includes, but is not limited to:
  - The purchase price of the Berth Property
  - Details of the Berth Property, including its condition, features, and any other relevant information
  - Beneficial pricing conditions provided for early reservations
  - The identity and other proprietary information of the Interested Party
  - Any specific detailed yacht information including yacht specifications, ownership details, and other relevant data.
3. Confidential Information does not include information that:
  - Is or becomes publicly known through no fault of a Party
  - Is already known to a Party at the time of disclosure through the public domain
  - Is received by a Party from a third party without breach of any obligation of confidentiality
  - Is independently developed by a Party without use of or reference to the Confidential Information
4. The Parties agree to:
  - Use the Confidential Information solely for the purpose of evaluating the potential purchase of the Property
  - Not disclose the Confidential Information to any third party without the prior written consent of the other Party
  - Take all reasonable measures to protect the confidentiality of the Confidential Information and prevent its unauthorized use or disclosure
5. The Parties may disclose Confidential Information to their attorneys, accountants, financial and sales representatives, financial institutions involved in the transaction, and business advisors, or any other personnel with the need to know, provided that such persons are bound by confidentiality obligations at least as restrictive as those contained in this Declaration.
6. The confidentiality of the Information exchanged under this Declaration shall remain in effect for a period of 5 years from the date of execution, or until the Confidential Information becomes publicly available, whichever occurs first.



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## 5. Terms and Conditions

1. The Interested Party declares that is authorized to act on behalf of the above-mentioned yacht in all related matters.
2. Except as contained under Section 4 above, this Declaration is non-binding and serves solely for informational purposes. It does not create any rights, obligations, or commitments for either party, including but not limited to the Berth or property or lease rights to a specific (or any) berth.
3. No consideration or payment has been exchanged in connection with this Declaration.
4. No License: Nothing in this Declaration shall be construed as granting any rights to the Interested Party, by license or otherwise, to any of the Developer's Confidential Information, except as expressly set forth in this Declaration.
5. The Developer makes no guarantees regarding the timeline for completion or the final scope of services and facilities to be provided.
6. This Declaration is governed by the laws of Anguilla, with exclusive jurisdiction vested in its courts.
7. Entire agreement: This Declaration constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations, whether written or oral.

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*Place / Date*

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*Full name / Signature of Interested Party*

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*Full name / Signature of Developer*