

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made on [_____].

BETWEEN

- A. [_____], an entity registered in [_____], whose registered office is at [_____] (“Bidder”); and
- B. Deutsche Energy Terminal GmbH, a limited liability company registered in Germany, whose registered office is at Breite Straße 3, 40213 Düsseldorf (“DET”).

DET and Bidder are each a “Party” and, together, the “Parties”. To the extent that a Party discloses Confidential Information to the other, it shall be referred to as a “Disclosing Party”; and to the extent that a Party receives Confidential Information from the other, it shall be referred to as a “Receiving Party”.

RECITALS

- (A) DET is the operator of one or more LNG regasification terminals in Germany developed and/or managed for and on behalf of the German Federal Government (“Terminal” or “Terminals”) and is proposing to run one or several auctions for storage capacities, regasification capacities, and send out capacities at one or more of the Terminals (the “Auction”).
- (B) In order for Bidder and DET to receive certain information and confidential documents in respect of the Auction and the implementation of successful bids, each Party may disclose to the other certain Confidential Information (as defined below).

AGREED TERMS

1. For the purposes of this Agreement:
 - (a) “Affiliate” means any Person which (i) Controls a Party either directly or indirectly, or (ii) which is Controlled directly or indirectly by such Party, or (iii) is directly or indirectly Controlled by a Person which directly or indirectly Controls such Party.
 - (b) “Confidential Information” means (i) all information, know-how, experience and materials, whether technical, commercial, financial, operational, legal, contractual, regulatory, tax, planning (including Delivery Plans), pricing or other information regarding any Terminal or the Auction, the Disclosing Party's business, Affiliates or partnerships and any information which in the circumstances in which it is received by the Receiving Party, is to be treated as confidential or proprietary, whether in written, oral, machine readable or any other form including any copies, in each case whether received before or after the date of this Agreement; (ii) all notes, analyses, compilations, studies, interpretations or other documents or derivative information prepared by or for the Receiving Party which contain, reflect or are based upon, in whole or in part, any confidential information of the Disclosing Party; and (iii) the existence and terms of this Agreement and the existence and contents of the discussions

between the Parties in relation to the Auction, provided that information and documents prepared by DET and made available publicly by DET for the purposes of the Auction shall not constitute Confidential Information.

- (c) **“Control”** means the relationship that exists between two Persons where one such Person has the ability, directly or indirectly, through any contract, arrangement, understanding, relationship (including security ownership) or otherwise, to manage or administer the affairs of, and to determine the material business decisions of, the other Person, and includes the ability to directly or indirectly determine the identity of the Person or Persons to whom the power or authority to make such decisions is delegated, whether by statute, agreement, declaration of trust or otherwise.
 - (d) **“Permitted Purpose”** means the purpose of bidding for, evaluating, negotiating, advising on, furthering or engaging in discussions in relation to the Auction and/or consummating the collaboration/participation in the Auction, and expressly excludes competing with or obtaining any commercial advantage over any member of the Disclosing Party’s group of companies or any Affiliate of the Disclosing Party.
 - (e) **“Person”** means an individual, a corporation, a joint venture, a partnership, a government or any department or agency thereof, a trustee, an unincorporated organization, and the heirs, executors, administrators or other legal representative of an individual; and pronouns and other words importing Persons have a similarly extended meaning.
 - (f) **“Representatives”** means a Party and its Affiliates, and its and their directors, officers, employees, contractors, agents, consultants, advisors, partners, providers of finance, insurers and credit rating agencies.
2. In consideration of the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party agrees:
- (a) to hold the Confidential Information in confidence;
 - (b) to use reasonable endeavours to mark such Confidential Information as confidential;
 - (c) not to disclose, publish or communicate the Confidential Information to any Person or third party, other than to Representatives as is strictly necessary for the Permitted Purpose (on the condition that any such Representative is aware of the terms of this Agreement and complies with it as if such Representative was a party to this Agreement), or otherwise as permitted under this Agreement;
 - (d) to use the Confidential Information only for the Permitted Purpose and not copy or reproduce in any form any of the Confidential Information, except to the extent strictly necessary for the Permitted Purpose;
 - (e) to keep the Confidential Information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means) and to notify the Disclosing Party immediately upon becoming aware that any of the Confidential Information

has been disclosed to or obtained by a third party (otherwise than as permitted by this Agreement); and

(f) to abide by the other terms set out in this Agreement.

3. The Receiving Party may only disclose the Confidential Information:

- (a) only where DET is the Receiving Party, to DET's Representatives (including, Gasfin Development S.A.), any regulatory or governmental authority or government-related entity or finance providers (including any bank or financial institution from which DET is seeking or obtaining finance or financial advice in connection with the Auction or any Terminal);
- (b) to the Receiving Party's Representatives who need to know the same for the Permitted Purpose on the basis that such Representatives will keep the same confidential on the terms of this Agreement or terms no less stringent than those contained in this Agreement; or
- (c) as required by law or by any rule or regulation or similar provision to satisfy the order of a court of competent jurisdiction or the process of any regulatory or governmental authority.
- (d) The DET may
 - disclose the (successful) Bidder's name and contact details as well as dates and capacities of the Bidder's awarded unloading slots or capacities and
 - in case the Bidder is or has to become a Party of the Terminal Inter-User Agreement (TIUA) – disclose within the group of users of the Reference Period(s) applicable to the Bidder: any details facilitating DET to fulfill its obligations arising from the TIUA (including, but not limited to User's Available Inventory, details specified in the B&L Schedule of the TIUA, occurrence and details on any Compensation Event within the applicable Reference Period under TIUA etc.) but except for the value(s) of the Gas Throughput Charge, Service Charge of Capacity Charge (as applicable)

in order to manage inter customer relations, optimize Terminal operations, facilitate the transfer of use of regasification capacities or to fulfill DET's obligations under any TUA and TIUA.

The Receiving Party shall ensure that those Representatives to whom it discloses Confidential Information are aware of the obligations of confidentiality in this Agreement. The Receiving Party shall be responsible for the breach of the terms of this Agreement by any of its Representatives as if that Party had committed the breach. The Receiving Party may not disclose the Confidential Information to Persons not listed in Clauses 3(a) to 3(b) save to the extent that the Disclosing Party has given its prior written consent to such disclosure.

4. The restrictions on use or disclosure of the Confidential Information will not apply to:

- (a) any information which is or becomes available to the public (otherwise than as a result of a breach of this Agreement by the Receiving Party or its Representatives);
- (b) any information which the Receiving Party or its Representatives possessed prior to disclosure by the Disclosing Party pursuant to this Agreement, unless that information came into the Receiving Party's or its Representatives' possession as a result of a breach of an obligation of confidentiality;
- (c) any information independently originated by the Receiving Party or its Representatives or acquired by the Receiving Party or its Representatives from a third party in circumstances in which the Receiving Party or its Representatives is free to disclose it to others; or

- (d) any information required to be disclosed by the Receiving Party or its Representatives to satisfy the order of (i) a court of competent jurisdiction or the process of any regulatory or governmental authority; (ii) the rules of any stock exchange on which the shares or other securities of the Receiving Party or an Affiliate of the Receiving Party are listed; (iii) or to comply with the provisions of any law, rule or regulation in force from time to time of any country with jurisdiction over the Receiving Party's affairs.
5. Unless Clause 3 applies, the Receiving Party shall not, without the Disclosing Party's prior written consent, disclose to any Person, or make a public announcement of, the fact that it may participate in the Auction, including the existence of discussions in respect of the Auction and any other facts relating to the Auction or its participation in the Auction.
6. Where a disclosure is to be made pursuant to Clauses 3(c) or 4(d) and except where such disclosure is made to any of the Persons referred to in such clauses during the ordinary course of its supervisory or regulatory function:
- (a) the Receiving Party agrees (to the extent permitted by applicable law) to promptly inform the Disclosing Party in writing of the circumstances of such disclosure of Confidential Information made pursuant to Clauses 3(c) or 4(d) and cooperate with the Disclosing Party regarding the timing, content and manner of such disclosure or any action which the Disclosing Party may reasonably elect to take to challenge the validity of such requirement; and
- (b) in respect of any proposed participation in the Auction, the Receiving Party agrees that any disclosure of Confidential Information shall only be made after consultation (to the extent legally and reasonably feasible) with the Disclosing Party and after taking into account the Disclosing Party's reasonable requirements as to its timing, content and manner of making or despatch or, if the Receiving Party is unable to consult with the Disclosing Party before the disclosure or announcement is made, if the Receiving Party immediately informs the Disclosing Party after such disclosure or announcement is made.
7. The Receiving Party acknowledges the competitive value of the Confidential Information and the irreparable damage to the Disclosing Party that could result from any breach of the terms of this Agreement and that damages alone may not be an adequate remedy. Accordingly, the Receiving Party hereby acknowledges that in the event of breach or threatened breach of this Agreement by either Party, in addition to any other rights and remedies available to the other Party at law or in equity, the non-breaching Party may be entitled to seek preliminary and final injunctions, specific performance or other equitable relief from any court of competent jurisdiction, restraining such breach or threatened breach or intended breach.
8. All ownership, copyright and other intellectual property rights in and relating to the Confidential Information and belonging to the Disclosing Party will remain the exclusive property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. The Receiving Party acknowledges that it will not acquire any ownership or proprietary interest, license, or rights in the Confidential Information. Within ten (10) business days of receipt of any such notice, the Receiving Party shall return or (at its sole discretion) destroy all of the original Confidential Information and all copies and reproductions thereof (in whatever form, including but not limited to, electronic media) in its possession which were disclosed to it pursuant to this Agreement, provided that Confidential Information may be retained where required under any law, rule or regulation or bona fide internal document retention policy or to the extent such copies are automatically saved to electronic back-up and not ordinarily accessed.
9. The Disclosing Party makes no representation or warranty (express or implied) as to the accuracy or completeness of the Confidential Information. The Receiving Party and its Representatives are responsible for making their own evaluation of the Confidential Information and the Disclosing Party shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information

by the Receiving Party. The Disclosing Party shall not be under any obligation to provide further Confidential Information, update any Confidential Information or correct any inaccuracies in Confidential Information.

10. This Agreement does not constitute an offer in respect of or confer any exclusivity in respect of participation in the Auction. The Parties hereto agree that no partnership, agency, joint venture, employment, fiduciary or exclusivity relationship shall be deemed to exist or arise between them with respect to this Agreement or the Auction.
11. If any provision of this Agreement is held by any court or competent authority to be void or unenforceable in whole or in part, the other provisions of this Agreement and the remainder of the unaffected provisions shall continue to be valid.
12. This Agreement shall expire on the date which is three (3) years after the date of this Agreement.
13. Any variation of this Agreement or waiver of any term of this Agreement must be in writing and signed by or on behalf of each Party.
14. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Both Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
15. Each Party shall bear its own evaluation, consultant, legal, and other expenses associated with any evaluation, discussions, and negotiations concerning the Auction.
16. A Person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
17. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
18. Any notice, claim or demand in connection with this Agreement must be given in writing and delivered by hand or sent by a recognised international courier to the address stated below (or to such other address as shall previously have been notified to the other Party):

DET

Address: Deutsche Energy Terminal GmbH
 Breite Straße 3
 40213 Düsseldorf

Attention: Dr. Andrei Zschocke, SVP Capacity Planning and Marketing

Bidder

Address: [_____]
 [_____]
 [_____]

Attention: [_____]

A notice is deemed to be received upon delivery at the recipient's address.

- 19. This Agreement constitutes the entire agreement between the Parties for the transfer of the Confidential Information referenced herein and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties in respect of the Confidential Information or the Auction.
- 20. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of it or of any other right, power or privilege under this Agreement or otherwise.
- 21. This Agreement may be executed in two or more identical counterparts, each of which shall be determined to be an original and all of which, taken together, shall be deemed to constitute the Agreement provided that no Party shall be bound by this Agreement until each Party has executed a counterpart.

This Agreement has been entered into on the date first written above.

[Name _____]
[Title _____]
[for and on behalf of _____]

[Name _____]
[Title _____]
[for and on behalf of _____]

Dr. Peter Röttgen
Managing Director
for and on behalf of
Deutsche Energy Terminal GmbH

Dr. Andrei Zschocke
SVP Capacity Planning and Marketing
for and on behalf of
Deutsche Energy Terminal GmbH