



TAQA



Confidentiality Agreement for Gas Storage Bergermeer

VERSION_1

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2014,

BETWEEN:

1. **TAQA Gas Storage B.V.**, a company incorporated in the Netherlands, trade registry number 27154985, whose registered office is at Prinses Margrietplantsoen 40, 2595 BR The Hague, the Netherlands ("**TAQA**"); and
2. [] incorporated in [], company no. [], whose registered office is at [] (the "**Recipient**"),
collectively herein referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Parties have entered into, or are contemplating entering into a commercial relationship for which it is necessary for TAQA to make certain information available to the Recipient; and
- B. TAQA desires that Recipient treat the disclosed information as confidential, and Recipient agrees to do so pursuant to the terms of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement:

"**Affiliate**" means either (a) a company or corporation in which a Party holds, directly or indirectly, shares carrying more than fifty percent (50%) of the votes at a general shareholder meeting; or (b) a company or corporation holding, directly or indirectly, shares carrying more than fifty percent (50%) of the votes at a general shareholder meeting of a Party; or (c) a company or corporation of which shares carrying more than fifty percent (50%) of the votes at a general shareholder meeting are held directly or indirectly by a third company or corporation which also holds, directly or indirectly, shares carrying more than fifty percent (50%) of the votes at a general shareholder meeting of a Party;

"**Information**" means any commercial, technical and other data, information and interpretations (or any part thereof) TAQA makes available to the Recipient to further the Permitted Purpose, and the fact that this Agreement has been entered into, that information has been shared with any Party under this Agreement and the existence, status, terms or nature of any discussions which may arise in connection with this Agreement;

"**Permitted Purpose**" means the Recipient's evaluation of purchasing storage services at Gas Storage Bergermeer; and

"**Term of Confidentiality**" means four (4) years, counting from the date of this Agreement.

2. USE OF INFORMATION

- 2.1 In consideration of TAQA disclosing the Information to the Recipient, the Recipient agrees to keep the Information confidential and to use it only for the Permitted Purpose. The Recipient shall create copies of the Information only to the extent necessary for the Permitted Purpose.
- 2.2 The Recipient may not disclose the Information to a third party without the prior written consent of TAQA, except to the extent that the Information:

- 2.2.1 is at the time of its disclosure by TAQA already lawfully known to the Recipient or one of its Affiliates, and under no obligation of confidentiality; or
 - 2.2.2 is or comes to be in the public domain by means other than a breach of this Agreement; or
 - 2.2.3 is independently developed by the Recipient or one of its Affiliates without reference to any Information disclosed to the Recipient by TAQA in connection with and to further the Permitted Purpose; or
 - 2.2.4 becomes available to the Recipient or one of its Affiliates from or through a third party without any breach of an obligation of confidence; or
 - 2.2.5 is required to be disclosed by the Recipient to comply with any applicable law, regulation, administrative order or by any government, judicial, statutory or regulatory body, or to comply with the rules and regulations of any recognized stock exchange.
- 2.3 Article 2.2 above shall not relieve the Recipient of the obligation to keep Information confidential merely because such Information is encompassed within more general information in the public domain or in the possession of the Recipient; or because combinations of items of Information encompass individual items of Information that are in the public domain or in the possession of the Recipient, unless the combination itself and the principles derived therefrom are in the public domain or in the possession of the Recipient.
- 2.4 The Recipient may disclose the Information as required for the Permitted Purpose to:
- 2.4.1 its employees, directors, officers, in-house contractors, and outside legal, financial and other professional advisers;
 - 2.4.2 any Affiliate of the Recipient and its respective employees, directors, officers, in-house contractors and outside legal, financial and other professional advisers; and to
 - 2.4.3 any bank, financial institution or other source of funds which the Recipient intends to involve in the financing of the prospective projects and developments contemplated under the Permitted Purpose.
- 2.5 Before disclosing any of the Information to any person under the provisions of Article 2.4, the Recipient shall ensure that the proposed recipient of such Information is made aware of the terms of this Agreement, and has or undertakes a duty to the Recipient to maintain confidentiality of such Information under contract or by a professional confidentiality obligation, on terms no less onerous than those set out in this Agreement. The Recipient shall be liable to TAQA for any loss or damage TAQA may suffer that arises from the further disclosure of the Information by any person to whom it was disclosed by the Recipient, whether or not that initial disclosure was in breach of this Agreement.
- 2.6 TAQA warrants that it is entitled to make the Information available to the Recipient but makes no representation and gives no warranty about the quality, accuracy or completeness of the Information.

3. DUTY TO RETURN INFORMATION

- 3.1 The Information shall remain the property of TAQA. As soon as practicable after a demand in writing from TAQA, the Recipient shall at TAQA's election destroy or retrieve and return all original copies to TAQA, and the Recipient shall undertake the following actions and notify TAQA that it has:

- 3.1.1 destroyed all other copies of the Information and, save as provided in Article 3.2 below, all material containing data derived from the Information in its possession;
 - 3.1.2 taken all reasonably practicable steps to permanently erase all Information (and data derived from the Information) from computer media. Any portion of the Information not so erased shall remain subject to the provisions of this Agreement; and
 - 3.1.3 ensured that all persons to whom the Recipient has disclosed the Information comply with this Article 3, save that for the purposes of this sub-paragraph (3.1.3) such provisions shall be construed as if references to the Recipient were references to such persons.
- 3.2 This Article 3 shall not apply to documents of the Recipient which contain data derived from the Information and which the Recipient is required to retain by law or regulation, or in order to comply with corporate governance; nor to documents stored in automatic back-up systems so long as such documents are not readily available and are destroyed in accordance with bona fide document retention procedures in which case the Recipient will take appropriate measures to preserve the confidentiality of such Information.

4. TERMINATION

This Agreement shall terminate at the expiry of the Term of Confidentiality.

5. NO OFFER

- 5.1 This Agreement, the disclosure of Information and any subsequent discussions or negotiations are not intended to create, nor shall any of them be construed as creating an obligation on the part of any Party to negotiate, continue negotiating or agree any transaction or agreement.
- 5.2 Unless otherwise expressly stated in writing, any prior or future proposals or offers made in the course of the Parties' discussions are subject to all necessary management and other approvals and may be withdrawn for any reason or for no reason at any time.

6. AMENDMENT, WAIVER

No amendments, changes or modifications or waiver of any term of this Agreement shall be valid unless made in writing and duly signed on behalf of all Parties, or in case of a waiver, duly signed by the Party giving the waiver.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Dutch Law and each of the Parties submits to the exclusive jurisdiction of the courts of The Hague, the Netherlands.

THUS AGREED on the day and year first above written by:

TAQA Gas Storage B.V.

[_____]

By:
Title:
Date:

By:
Title:
Date: