

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is entered into on [●],

BETWEEN

Fluxys LNG, a private company limited by shares, incorporated under the laws of Belgium, having its registered office at Avenue des Arts 31, 1040, Belgium, registered with the Belgian Crossroads Bank for Enterprises under the number 0426.047.853 (**Fluxys LNG**); and

[CounterParty] a private company limited by shares, incorporated under the laws of [●], having its registered office at [●], registered with [●] under the number [●] ([**CounterParty**]).

In this Agreement, Fluxys LNG and [CounterParty] are hereinafter referred to individually as a **Party** and collectively as the **Parties**.

BACKGROUND

Each Party wishes to disclose to the other Party Confidential Information in relation to the Purpose. Each Party wishes to ensure that the other Party maintains the confidentiality of its Confidential Information. In consideration of the benefits to the Parties of the disclosure of the Confidential Information, the Parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply in this Agreement:

Affiliate: with respect to any person, any person directly or indirectly controlling, controlled by or under common control with such person. For this purpose, control means (a) the direct or indirect ownership of in aggregate fifty percent or more of voting capital, (b) the direct or indirect power (whether or not exercised) to elect not less than half of the directors or the executive board, or the appointment of the sole executive body, of such entity.

Confidential Information: all confidential information disclosed by the Disclosing Party or its Representatives whether orally or in writing to the Receiving Party and its Representatives on or after the date of this Agreement regardless whether such information is identified as confidential at the time of disclosure including but not limited to:

- (a) the fact that discussions and negotiations are taking place concerning the Purpose and the status and the content of those discussions and negotiations;
- (b) the existence and terms of this Agreement;
- (c) any information relating to the business, affairs, customers, clients, suppliers, plans, strategy, operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party and/or its Affiliates; and
- (d) any information or analysis derived from the Confidential Information;

but not including any information that:

- (a) is, or becomes, available to the public (other than as a result of disclosure by the Receiving Party or its Affiliates or their respective Representatives in breach of this Agreement); or
- (b) was, is or becomes available to the Receiving Party from a person who, to the Receiving Party's knowledge, could lawfully disclose such information and is not bound by a confidentiality agreement with the Disclosing Party, or otherwise prohibited from disclosing the information to the Receiving Party; or
- (c) was lawfully in the possession of the Receiving Party and was not acquired by the Receiving Party under an obligation of confidence before the information was disclosed to it by the Disclosing Party; or
- (d) is developed by or for the Receiving Party, independently of the information disclosed by the Disclosing Party.

Disclosing Party: a Party to this Agreement which discloses or makes available directly or indirectly Confidential Information to the other Party; an Affiliate of said Party shall also be considered as Disclosing Party as the case may be.

Group: in relation to a company, means that company and each of its Affiliates.

Purpose: The purpose of this agreement is to explore development opportunities, in Zeebrugge, for the import of low carbon and green molecules (LNG, syn-LNG, CNG, H₂, H₂ derivatives, NH₃, methanol, ...), including the transformation / processing of these molecules into hydrogen.

Receiving Party: a Party to this Agreement which receives or obtains directly or indirectly Confidential Information from the other Party; an Affiliate of said Party shall also be considered as Receiving Party as the case may be.

Representative: employees, directors, officers, agents, insurers and professional advisers of the Receiving Party or the Receiving Party's Group.

2. OBLIGATIONS OF CONFIDENTIALITY

- 2.1 The Receiving Party acknowledges that the Confidential Information disclosed by the Disclosing Party is confidential and, except with the prior written consent of the Disclosing Party, undertakes that it shall, and shall ensure that its Representatives shall:
 - (a) use the Confidential Information solely for the Purpose;
 - (b) keep the Confidential Information in strict confidence using the same degree of care that it uses for its own confidential information, but in no event less than a reasonable degree of care; and
 - (c) not disclose or make available such Confidential Information in whole or in part to any third party, except as permitted by this Agreement.
- 2.2 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know the Confidential Information for the Purpose, provided that:
 - (a) it informs these Representatives of its confidential nature
 - (b) it ensures that such Representatives are aware of the Receiving Party's obligations hereunder before disclosure; and

- (c) the Representatives are subject to a professional duty of confidentiality or are bound by terms no less protective than the terms of this Agreement

The Receiving Party shall at all times remain liable for compliance by its Representatives with the obligations set forth in this Agreement.

- 2.3 The Receiving Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority (including, without limitation, any relevant securities exchange(s) or energy regulator) or by a court or other authority of competent jurisdiction. However, to the extent it is legally allowed to do so, it must give the Disclosing Party as much notice of that disclosure as possible and disclose or cause to be disclosed only that portion of the Confidential Information which is legally required to be disclosed. Except where it is not permitted to do so by applicable law, the Receiving Party shall provide the Disclosing Party with a copy of what has been so disclosed.

3. RETURN OF INFORMATION

- 3.1 At the request of the Disclosing Party, the Receiving Party shall promptly :
 - (a) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
 - (b) erase all the Disclosing Party's Confidential Information from its or its Group's computer systems save for copies of materials containing or reflecting Confidential Information that are automatically generated through backup and/or electronic archival systems and which are not readily accessible by the Receiving Party's personnel; and
 - (c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause.
- 3.2 Notwithstanding clause 3.1 the Receiving Party may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any competent governmental or regulatory authority.

4. NO COMMITMENTS OR WARRANTIES

- 4.1 The Disclosing Party does not make any representation or warranty, express or implied, to the Receiving Party concerning the accuracy or completeness of any of the Confidential Information supplied under this Agreement.
- 4.2 Neither Party shall be under any obligation or commitment to enter into discussions or any further Agreement merely by reason of the execution of this Agreement or the disclosure, receipt or evaluation of Confidential Information. Unless and until mutually agreed definitive and legally binding written and executed Agreements are entered into by the Parties with respect to the Purpose, either Party shall be entitled to withdraw from discussions relating to the Purpose without liability of any kind to the other Party as long as the terms of this Agreement are otherwise respected.
- 4.3 The Receiving Party understands and agrees that nothing in this Agreement shall be deemed by implication or otherwise to convey ownership, title, or any other interest to the Receiving Party of any trade secrets, patent rights, trademarks, trade names,

software, copyrights, information, assistance or other proprietary rights of the Disclosing Party.

- 4.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for, or on behalf of, any other Party.

5. LIMITATION OF LIABILITY

The liability of the Receiving Party to the Disclosing Party for breach of this Agreement shall be limited to direct actual damages only. Neither Party shall be liable, whether in contract, tort or otherwise, for any indirect, incidental, consequential, punitive or exemplary losses, damages or expenses of any kind directly or indirectly arising out of or in any way connected with the performance of this Agreement.

6. TERM AND TERMINATION

This Agreement shall enter into force on the date first mentioned above and shall remain in force for a period of three years starting from such date.

Termination of this Agreement shall not affect any accrued rights or remedies to which either Party is entitled.

7. MISCELLANEOUS

- 7.1 This Agreement is personal in nature and neither Party may assign, subcontract or deal in any way with any of its rights or obligations under this Agreement or any document referred to in it without the prior written consent of the other Party, except to any of its Affiliates.
- 7.2 No variation of this Agreement shall be effective unless in writing and signed by the Parties.
- 7.3 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 7.4 This Agreement comprises the full and complete Agreement of the Parties regarding the disclosure of Confidential Information. It supersedes and cancels all prior communications, understandings and Agreements between the Parties.
- 7.5 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by fax, or sent by pre-paid first-class post, recorded delivery or commercial courier to each Party at the address set out first above, to the attention of the legal department, or as otherwise specified by the relevant Party by notice in writing to each other Party.
- 7.6 This Agreement may be validly signed through ordinary, advanced or qualified electronic signature as meant by the EU Regulation n° 910/2014 of the European Parliament and the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market. Such signature shall be

considered an original signature and shall have the same probative value as handwritten signatures.

7.7 Unless provided for in this Agreement, a person who is not a Party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, Belgian law.

8.2 Any dispute arising out of, or in connection with the validity, interpretation or implementation of this Agreement shall be submitted to the exclusive jurisdiction of the commercial courts of Brussels, Belgium.

[If signed physically: Done in [●], on [●].]

Fluxys LNG

Name: Arno Bux
Title: Chief Commercial Officer

Name: Damien Adriaens
Title: Deputy Director Commercial Regulated

[Counterparty]

Name:
Title:

Name:
Title: