

Dated _____

Dunkerque LNG

And

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is made on _____ day of _____ 2016 (the “**Effective Date**”).

Between:

- (1) **Dunkerque LNG SAS**, a special purpose company organized as a “société par actions simplifiée”, with a share capital of 1 067 826 000 € existing under the laws of France, having its office at 30 rue l’Hermitte Immeuble des trois Ponts, 59140 Dunkerque, France, registered with the Registry of Commerce and Companies of Dunkerque, under the number 489 967 794, hereby represented by Christophe LIAUD, Commercial Director, duly authorised representative.

Hereinafter referred to as “**DK LNG**”;

And

- (2)

Hereinafter referred to as “_____”

DK LNG and _____ are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”. In this Agreement a Party disclosing confidential information shall be referred to as the “**Disclosing Party**” and a Party receiving confidential information shall be referred to as the “**Receiving Party**”.

Whereas

- (A) DK LNG is a subsidiary of EDEV, a wholly-owned subsidiary of EDF, which owns 65,01% of its share capital; Fluxys Europe B.V. owns 25% and Total Gaz Electricité Holdings France SAS owns 9,99 % of its share capital. DK LNG operates a receiving terminal, located in the Port of Dunkirk (the “**Terminal**”), for the unloading, reloading, storage and regasification of liquefied natural gas.
- (B) _____ and DK LNG are contemplating to respectively acquire and cede capacity from the Terminal (the “**Project**”) on certain terms and conditions specified in a throughput agreement, and both Parties wish to disclose confidential information to this end.

Now it is hereby agreed as follows:

1. In connection with the Project, the Disclosing Party is willing, in accordance with the terms and conditions of this Agreement, to disclose to the Receiving Party certain confidential information (whether marked "Confidential" or not) relating to the Project which includes, but is not necessarily limited to, drawings, data, maps, models and interpretations and also includes commercial, contractual, financial information and information concerning the Disclosing Party or its partners (the "**Confidential Information**").
2. In consideration of the disclosure referred to in Clause 1, the Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronically, without the Disclosing Party's prior written consent, except as provided in Clauses 3, 4, and 6. The granting of such consent, shall, unless expressly otherwise provided for in this Agreement, be at the sole discretion of the Disclosing Party. Further, each Party agrees not to disclose the existence of these discussions to any third-party or the terms of any discussions or agreements with respect to the Project without the express consent of the other Party.
3. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information:
 - a. can be demonstrated to be already known to the Receiving Party as of the date of disclosure hereunder;
 - b. is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party;
 - c. is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule, including from stock market authorities where the Receiving Party is listed (provided that the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure and shall furnish or cause to be furnished only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain reliable assurances that confidential treatment is accorded to the Confidential Information so furnished); or
 - d. is acquired independently from a third party that has the right to disseminate such information at the time it is acquired by the Receiving Party.
4. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent to an Affiliated Company (as hereinafter defined), provided that the Receiving Party guarantees for the adherence of such Affiliated Company to the terms of this Agreement. "Affiliated Company" shall mean any company or legal entity which:
 - a. controls either directly or indirectly a Party, or
 - b. which is controlled directly or indirectly by such Party, or
 - c. is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party.

"Control" means

- (i) the right to exercise at least fifty (50%) percent of the voting rights,
- (ii) the right to nominate more than half of the members of any executive body of such company or entity.

5. If any Affiliated Company of Receiving Party to whom Confidential Information has been disclosed as provided for herein ceases to be an Affiliated Company, the Receiving Party undertakes to request the return of originals and otherwise the destruction of any Confidential Information, materials and records in whatsoever media related to Confidential Information so disclosed, prior to any such Affiliated Company ceasing to be such and to cause such Affiliated Company to destroy all records and copies in whatsoever media regarding Confidential Information disclosed.
6. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to such of the following persons who have a clear need to know in order to evaluate the Project:
 - a. employees, officers and directors of the Receiving Party;
 - b. employees, officers and directors of an Affiliated Company;
 - c. any professional consultant or agent retained by the Receiving Party for the purpose of evaluating the Project; or
 - d. any entity consulted for the purpose of financing Receiving Party's or its Affiliated Company's participation in the Project, including any consultant or agent retained by such entity for the purpose of evaluating the Confidential Information.

Prior to making any such disclosures to persons under sub-clauses (c) and (d) above, however, the Receiving Party shall (i) obtain an undertaking of confidentiality, in terms no less onerous than this Agreement, from each such person (ii) give the other Party written notice of such disclosure.

7. The Receiving Party and its Affiliated Companies, if any, shall only use or permit the use of the Confidential Information to evaluate the Project.
8. The Receiving Party shall be responsible for ensuring that all persons, listed in clause 4 and 6, to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential, shall be deemed to be bound by a similar confidentiality agreement and shall not disclose or divulge the same to any unauthorised person. The Receiving Party agrees to indemnify and hold harmless the Disclosing Party, its officers, employees and shareholders from all claims, liabilities, losses, damages and causes of action arising out of the unauthorised disclosure by the Receiving Party or by any of the persons to whom it has disclosed the Confidential Information.
9. The Confidential Information shall remain the property of the Disclosing Party and the Disclosing Party may demand the return of originals and otherwise the destruction at any time upon giving written notice to the Receiving Party. Within thirty (30) days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions in whatever form, (including but not limited to electronic data) in its possession or in the possession of persons to whom it was disclosed pursuant to this Agreement.

10. Notwithstanding Clauses 5 and 9, it is understood and agreed by the Parties:
- a. that neither the Receiving Party nor any of its Affiliated Companies shall be obliged to destroy any decision-making documents submitted to its or their management which incorporate any Confidential Information; and
 - b. that the Receiving Party's or its Affiliated Companies' computer systems may automatically back-up Confidential Information disclosed under this Agreement. To the extent that such computer back-up procedures create such copies of the Confidential Information, Receiving Party or its Affiliated Companies may retain such copies for the period they normally archive backed-up computer records, which copies shall be subject to the provisions of this Agreement until they are destroyed.
11. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder. The Disclosing Party, its Affiliated Companies, their officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party. The Disclosing Party does, however, represent and warrant to the Receiving Party that it is under no restriction prohibiting the divulgence of the Confidential Information.
12. This Agreement and the confidentiality obligations set forth herein shall come into effect on the Effective Date and terminate on the earlier of:
- a. Three (3) years after the date of this Agreement; or
 - b. The date on which disclosure is no longer restricted either under the terms of any contract or permit covering the Project.
13. The Receiving Party shall not release any Confidential Information, the content or existence of discussions between the Parties or furnish any information about the Project to any representative of any media of whatsoever nature without the written consent of the Disclosing Party. The obligations contained in this Clause 13 shall apply for the duration of this Agreement and for a period of three (3) years after the termination of this Agreement howsoever caused.
14. This Agreement shall be governed by and interpreted in accordance with French Law.
15. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration by three arbitrators in accordance with the Arbitration Rules of the International Chamber of Commerce in force on the date the dispute is notified in writing, and the arbitration shall be held in Geneva, Switzerland, in the English language.
16. The Receiving Party agrees that the Disclosing Party could be irreparably injured by a breach of this Agreement by the Receiving Party (although the Receiving Party does not agree the extent of such injury which may be *de minimis*), and that the Disclosing Party shall be entitled to equitable relief, including injunctive relief and/or specific performance, in the event of any breach of the provisions hereof and that any application by the Disclosing Party for such relief shall not be deemed incompatible with, or a waiver of, the submission to arbitration. If such equitable relief is granted such remedy or remedies shall not be deemed to be the exclusive remedy or remedies for a breach of this Agreement by the Receiving Party but shall be in addition to all other remedies available at law or equity.

- 17. Nothing contained in this Agreement is intended to either confer upon either of the Parties any right to participate in the Project or oblige any Party to enter into the Project.
- 18. A Party shall not assign its rights and obligations under this Agreement without the prior written consent of the other Parties. Any attempted assignment without prior written consent shall be null and void.
- 19. No amendments, changes or modifications to this Agreement shall be valid except if they are in writing and signed by a duly authorised representative of each of the Parties hereto.
- 20. This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts together shall constitute one and the same instrument.
- 21. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto with respect thereto, whether written or oral, expressed or implied.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

For Dunkerque LNG, by

For _____, by

Name :

Name :

Title :

Title :

duly authorised representative.

duly authorised representative.