**NON-DISCLOSURE AGREEMENT**

**PARTIES**

(1) **Fluxys Belgium SA,** a company organized under the laws of Belgium, with registered office located at Avenue des Arts 31, 1040 Brussels, Belgium, with company identification number 0402.954.628 (hereinafter referred to as “**Fluxys**”); and

(2) **XX**  incorporated and registered in ADRESS, company identification number (“Company Name”).

**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**

# DEFINITIONS AND INTERPRETATION

## 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.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when the banks in London and Geneva are open for business.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by the Disclosing Party or its employees, officers, representatives, agents or advisers to the Recipient and its Representatives after the date of this agreement including but not limited to:

(a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

(b) the 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

 (d) any information or analysis derived from the Confidential Information;

but not including any information that:

(e) is, or becomes, generally available to the public (other than as a result of disclosure by the Recipient in breach of this agreement); or

(f) was available to the Recipient on a non-confidential basis before disclosure by the Disclosing Party; or

(g) was, is or becomes available to the Recipient from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Disclosing Party, or otherwise prohibited from disclosing the information to the Recipient; or

(h) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or

 (j) is developed by or for the Recipient, 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.

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

**Purpose:** investigation of H2 and CO2 market needs (production, transport, consumption, storage) in order to develop and plan the required H2 and/or CO2 transmission infrastructures.

**Recipient:** a party to this agreement which receives or obtains directly or indirectly Confidential Information.

**Representative:** employees, directors, officers, agents, insurers and professional advisers of the Recipient or the Recipient’s Group.

# OBLIGATIONS OF CONFIDENTIALITY

## The Recipient shall use reasonable endeavours to keep the Confidential Information disclosed to it confidential and, except with the prior written consent of the Disclosing Party, shall not, and shall take reasonable steps to ensure that its Representatives shall not:

(a) use or exploit the Confidential Information in any way except for the Purpose; or

(b) disclose or make available such Confidential Information in whole or in part to any third party, except as permitted by this agreement; or

(c) copy, reduce to writing or otherwise record the Confidential Information, except as necessary for the Purpose.

## The Recipient 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 the confidential nature of the Confidential Information before disclosure; and

(b) at all times, it remains liable for these Representatives' compliance with the obligations set out in this agreement.

## The Recipient 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, where notice of disclosure is not prohibited and is given in accordance with this clause 2.3.

## The Recipient may also disclose Confidential Information publicly or to third parties on the conditions that prior to such disclosure:

* 1. the Confidential Information is aggregated with other information received from other
	parties ; and
	2. the Confidential Information is anonymized, redacted or masked in such a way that the source of the Confidential Information or the nature of the underlying CO2 or H2 production, transport, sequestration or usage project is not individually identifiable.

# RETURN OF INFORMATION

## At the request of the Disclosing Party, the Recipient shall within fifteen days:

## (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 Recipient’s personnel (other than information technology personnel); and

## (c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause.

## Notwithstanding clause 3.1 the Recipient 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 applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement.

# NO WARRANTIES

Except as expressly stated in this agreement, the Disclosing Party does not make any express or implied warranty or representation concerning the Confidential Information, or the accuracy or completeness of the Confidential Information.

# ACKNOWLEDGEMENTS

## The Parties agree that entering into this agreement and disclosing and receiving Confidential Information will not commit either party to enter into any further contract in connection with the Purpose.

## The Parties and their Affiliates may freely commence or continue independent businesses or otherwise pursue any business opportunities including those which compete with or are similar to the Purpose or discussed in connection with the Purpose.

# EXCLUSION

## Neither party shall be liable, whether in contract, tort or otherwise, for any indirect, consequential or special losses, damages or expenses of any kind directly or indirectly arising out of or in any way connected with the performance of this agreement.

# TERM AND TERMINATION

## This Agreement has been entered into for a period of three years starting from the date hereof.

## Termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.

# NO WAIVER

## Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, and shall not preclude or restrict any further exercise of that or any other right or remedy.

## No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

## A party that waives a right or remedy provided under this agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

# ASSIGNMENT

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.

# NOTICES

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.

# NO PARTNERSHIP

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.

# RESERVATION OF RIGHTS

The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Recipient and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement. In particular, (i) nothing in this agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this agreement, whether Confidential Information or not, and (ii) none of the provisions in this agreement is intended to establish an exclusive cooperation between the Parties or otherwise limit the ability of a Party to develop alone, or with other partners, any project in connection with the Purpose.

# GOVERNING LAW AND JURISDICTION

## 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.

## 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 ordinary courts of Brussels, Belgium.

Done in [●], on [●].

Fluxys Company Name

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Pascal De Buck [●]

Managing Director and CEO [●]