

## Non-Disclosure Agreement

between

Trading Hub Europe GmbH  
Kaiserswerther Str. 115  
40880 Ratingen, Deutschland  
(hereinafter referred to as "THE")

and

Company Name  
(hereinafter referred to as "bidder")

### RECITALS

Liquefied natural gas ("LNG") shall be supplied from LNG cargoes that were originally not destined for the German market but can be diverted at short notice.

The sale of the LNG to the Buyer shall include its regasification, transportation, and storage in a gas storage facility. If required to ensure security of natural gas supply, the natural Gas is to be withdrawn either in the short term. The transfer of the purchased natural Gas to the Buyer shall take place in the storage location.

**NOW THEREFORE, in consideration of the foregoing the parties hereto agree as follows:**

**(1)** Confidential Information within the meaning of this Non-Disclosure Agreement ("Agreement") shall mean all information made available orally or in written or electronic form. Such Confidential Information shall include, without limitation, presentations, business and planning data, trade secrets as well as knowledge, results and exchanged know-how gained and/or evident from such Confidential Information.

**(2)** For the purposes of this Agreement, Non-confidential Information shall mean all knowledge and information which was already in the public domain at the time of its disclosure or which was already known at the time of its transmission to the bidder. In this context, publications in the media shall be regarded as being in the public domain.

**(3)** The bidder undertakes to use all Confidential Information exclusively for the purposes stated in the Recitals to this Agreement.

**(4)** Furthermore, the bidder undertakes to treat all information made available to it as strictly confidential. The bidder will take all necessary measures to protect the confidentiality of all information provided to it by the market area manager.

**(5)** The bidder further undertakes not to divulge to any third party other than its Representatives, neither in whole nor in part, any Confidential Information disclosed to it by THE and not to make any use of such Confidential Information without the written consent of the market area manager. The foregoing shall include the fact that talks have been initiated between THE and the bidder. For the purpose of this clause "Representative" shall mean the bidder's employees, agents, professional advisors, insurers, financing banks, officers and directors.

**(6)** Another obligation is to ensure that Confidential Information and documents are only passed on to Representatives engaged by the bidder if they agree to be bound by the terms of this Non-Disclosure Agreement, or if they themselves conclude or have concluded with the bidder a confidentiality agreement of the same scope as this Agreement. Notwithstanding the foregoing, the bidder 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 by a court or other authority of competent jurisdiction. However, to the extent it is legally allowed to do so, it must give THE as much notice of that disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of THE in relation to the content of such disclosure.

**(7)** The bidder undertakes to process any personal data contained in the data sets received from THE only as provided for in the applicable provisions of the data protection regulations in force at the time and to take and observe all necessary technical and organisational measures.

**(8)** All Confidential Information made available hereunder shall remain the property of the market area manager, and all such information, including, without limitation, any and all copies made thereof, shall be returned to THE upon request. The bidder will not be entitled to assert any right of retention.

**(9)** If the bidder or employee of the bidder or other persons for whom the bidder is responsible according to §§ 31, 278, 831 BGB, resulting from this Agreement Obligations, the parties agree to the payment of a no-fault contractual penalty by the bidder to the market area managers in an appropriate amount, whereby the market area managers determine the amount at their reasonable discretion within the meaning of § 315 BGB and the adequacy of the contractual penalty in the event of a dispute can be checked by the competent court. The bidder is aware that any breach of this Agreement can result in damage on the part of the market area manager. THE expressly reserves the right to claim damages for each individual breach of this Non-Disclosure Agreement.

**(10)** This Agreement shall come into force upon signature and shall survive the end of the talks or the termination of the contractual relationship by a period of two (2) years.

**(11)** There are no verbal collateral agreements. Any amendments or additions to or the cancellation or termination of this Non-Disclosure Agreement shall not be effective unless made in writing.

**(12)** If any provision of this Agreement is or becomes ineffective, the remaining provisions shall remain in full force and effect. In place of the ineffective provision, an effective provision which corresponds to the sense and purpose of the ineffective provision so replaced shall be deemed to have been agreed.

**(13)** This Agreement shall be governed by the law of the Federal Republic of Germany. The place of jurisdiction shall be Düsseldorf, Germany.

Place \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

Company Name of the bidder

Ratingen, dated \_\_\_\_\_

\_\_\_\_\_

Trading Hub Europe GmbH