

**Confidentiality Agreement**

BETWEEN:

[**The Shipper**]……………………………………………………………………………………………………………………………

with head office address as …………………………………………………………………………………….registered at …………………………………………………………………………………………………………………………under registration number …………………………………………………………………………………………………………………………represented by Mr/Mrs ……………………………………………………………………………………………………duly authorised for the purposes hereof,

Hereinafter referred to as "**the Shipper**",

AND

**Terminale GNL Adriatico Srl**, an Italian limited company with head office located at via Santa Radegonda, 8 – 20121 Milano (MI) and registered with the Trade and Companies Register in Milan under registration number 1788519

Hereinafter referred to as “**Adriatic LNG**”,

Hereinafter referred to collectively or individually as the “Parties”.

**WHEREAS:**

A. Adriatic LNG, through an announcement made on its website, has carried out a public consultation between February 2nd 2021 and 22nd March 2021 on the “Open Season” procedure for the allocation starting in the second part of 2021 of regulated third-party access (“**RTPA**”) regasification capacity available at the Adriatic LNG terminal and new incremental RTPA regasification capacity to be made available through additional investments and brownfield works (also, “**OS**” or “**Project**”);

B. The Shipper is interested in the regasification capacities to be allocated and developed within the context of the Project and has requested Adriatic LNG to share some information about the Project and its own needs;

C. The sharing of information under letter B. above may require Adriatic LNG and the Shipper to exchange Confidential Information from both sides;

D. Any and all information sharing is subject to and compliant with non-discrimination obligation under Italian and EU energy markets regulation and competition law;

**ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

The terms and expressions set out in title case in the present agreement have the following meaning:

“**Affiliated Company**” means any entity other than the Parties, controlled by either of the Parties or which controls either of the Parties or which is controlled by one or more persons controlling either of the Parties. The notion of control is interpreted, for the purposes of the present definition, within the meaning of article 2359, paragraphs 1 and 2 of the Italian Civil Code and means any direct or indirect control and, with reference to the Shippers, also within the meaning of the law of incorporation of the latter, in the event that the latter provides for a wider notion of control.

“**Confidentiality Agreement**” means the present confidentiality agreement.

“**Confidential Information**” means any information, regardless of whether specifically identified as “confidential” or not, exchanged between the Parties either individually or collectively in the context of the Project, between Adriatic LNG or the Shipper, regardless of the format in which this information is presented, whether oral, written, magnetic, electronic, graphical or digital, and relating directly or indirectly to the Project or to the Shipper, whether of a commercial, technical, financial, legal or any other nature whatsoever, including (but not limited to) all documents, plans, schedules,

**2. PURPOSE**

The purpose of the Confidentiality Agreement is to define the conditions under which each of the Parties undertakes to preserve the confidentiality of the Confidential Information communicated to them by the other Party within the context of the Project.

**3. OWNERSHIP OF INFORMATION - WAIVER**

3.1 - Each of the Parties expressly acknowledges that all of the Confidential Information and reproductions thereof communicated by the other Party remain the property of the other Party and that the provisions of the Confidentiality Agreement or the communication of Confidential Information can in no event be interpreted as conferring to either Party, either expressly or implicitly, any license or other such right pertaining to the industrial or intellectual property rights of the other Party, whether these rights exist at the time of signature of the Confidentiality Agreement or whether they arise subsequently.

3.2 - Shipper is aware and accepts that:

• Adriatic LNG makes no express or implied representations or warranties in relation to the accuracy or completeness of any information made available by Adriatic LNG, and

• information provided by Adriatic LNG are subject to possible changes or corrections, and under no circumstances shall Shipper be entitled to assert any right, claim or other entitlement against Adriatic LNG (or either its directors, managing directors or employees) as a result, or on the basis of this information.

**4. USAGE AND DUTY OF NON-DISCLOSURE**

4.1 - The Parties undertake to keep strictly secret the Confidential Information communicated and to use it exclusively within the context of the Project.

4.2 - The Parties undertake to refrain from making reproductions and from disclosing or making available all or part of the Confidential Information communicated to them to any other third party to the Confidentiality Agreement, included any Affiliate Company, except that each Party may communicate all or part of the Confidential Information received from the other Party in the following cases:

1. to those members of its personnel who are required to have knowledge of such information involved in the Project, provided that the Confidential Information communicated (or reproductions made) are clearly identified and to the extent that such knowledge is limited to the information strictly necessary;
2. to its external consultants, provided that (i) the relevant Party informs its external consultants of the confidential nature of the Confidential Information, (ii) the external consultants have entered into an agreement concerning the confidentiality and use of the Confidential Information in accordance with the provisions of the Confidentiality Agreement, and (iii) to the extent that such knowledge is limited to the information strictly necessary.

**5. LIQUIDATED DAMAGES**

In case of breach of the obligations and/or covenants under this Confidentiality Agreement, the damaged party can claim liquidated damages pursuant to article 1382 of the Italian civil code equal to EUR 500,000.00€ (fivehundredthousands). The Parties expressly agree that the claim of any liquidated damages by the damaged party is without prejudice to this party’s right to require any further damage incurred.

**6. EXCEPTIONS TO THE OBLIGATIONS OF THE PARTIES**

The Parties will not be subject to duty of confidentiality with regard to Confidential Information where they are able to provide proof, in a satisfactory way, that the information:

• had entered the public domain before it was sent or communicated to them by the other Party;

• had entered the public domain subsequent to the execution of this Confidentiality Agreement by means other than a breach on their part of their contractual obligation sunder this Confidentiality Agreement.

In addition, Confidential Information the communication is mandatory to public authority as required by mandatory statute, regulation, court ruling or decision made by an EU or Italian authority having jurisdiction on one or both of the Parties is not covered by confidentiality. However, in due time before any disclosure to such authority, the disclosing party shall notify in written to the other party the content of the request of the authority and the kind of information which will be disclosed.

**7. DURATION**

The Confidentiality Agreement is effective as at the date of signature by the Parties and covers the Confidential Information exchanged between the Parties before and after this date.

The obligations arising out of the Confidentiality Agreement shall remain in force for a duration of three (3) years from the date of signature unless and until they are superseded by another binding confidentiality agreement entered into by the Parties in relation to the Project.

**8. RETURN OF INFORMATION**

The Shipper must destroy or return to Adriatic LNG, at its request and within thirty (30) days of such request, all documents relating to the Confidential Information communicated, as well as all full or partial copies or reproductions made of such documents (“**Confidential Material**”), except to the extent prohibited by mandatory law, regulation, order of a court of a competent jurisdiction or a public authority.

The return and/or destruction of any Confidential Material shall not discharge either Party from any obligation of confidentiality under this Confidentiality Agreement.

**9. RECORDING OF CONVERSATIONS**

Neither Party is entitled to record telephone conversations neither video-calls nor meetings in person or similar in connection with the Project.

**10.** **public announcement**

No public announcement shall be made regarding the Shipper interest in the Project by Adriatic LNG without the Shipper prior written consent. No public announcement shall be made by the Shipper about the Open Season without the prior written consent of Adriatic LNG.

For the sake of clarity Adriatic LNG is free to make public announcements regarding the Project without disclosing the name and/or substantial characteristics of the Shipper.

**11. APPLICABLE LAW AND COMPETENT JURISDICTION**

11.1 - The Confidentiality Agreement is subject to Italian law.

11.2 - Any claim, dispute or difference of opinion relating to the interpretation or execution of the Confidentiality Agreement, which cannot be resolved amicably, will be subject to the exclusive jurisdiction and competence of the Court of Milan, Italy.

Signed in …………………….. on the date of ............................................................................

For …………. For Adriatic LNG

Name ………….

Capacity:

Name:

Capacity:

The Shipper unconditionally accepts, pursuant to and for the purposes of articles 1341 and 1342 of the civil code, the following articles: 5 and 11.2.

Name:

Capacity: