

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(the "Agreement")

BETWEEN:

1. **Tree Energy Solutions Belgium BV**, a company organized and existing under the laws of Belgium, with registered office at Da Vincilaan 9, 1930 Zaventem, Belgium and registered under n° 0771.928.869 RPR Brussels (**TES**); and
2. _____, a company organized and existing under the laws of _____, with registered office at _____ and registered under n° _____ (the **Open Season Participant**);

TES and the Open Season Participant are together referred to as the **Parties** and each individually as a **Party**.

WHEREAS:

- (A) TES has decided to proceed with an open season process with the objective to accommodate import of conventional liquefied natural gas at its Wilhelmshaven Green Energy Hub from late 2025 onwards under certain conditions (the **Project**);
- (B) The Open Season Participant expresses an initial interest in the import opportunities offered by TES within the context of the Project;
- (C) The Project evaluation may require Open Season Participant and TES to exchange specific Information related to the Project in order for the Open Season Participant to form an initial opinion in the form of an expression of interest. In this context, it is necessary to directly or indirectly exchange confidential and proprietary information and know-how.

NOW IT IS AGREED AS FOLLOWS:

1 Definitions and interpretation

- 1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement (including the recitals hereto) will have the same respective meanings as set forth below:

Affiliate means a legally independent entity that controls one of the Parties or is controlled by one of the Parties or is under common control, directly or indirectly, with one of the Parties, where "**control**" or "**controlled**" means to hold, directly or indirectly, a majority of the shares or other property interests in such entity or to otherwise have the right to appoint the members of the board of directors or management of such entity.

Confidential Information means (i) the existence and contents of this Agreement and the discussions and any and all communications between the Parties about this Agreement or the contemplated Project, (ii) all information of whatever nature and in whatever form relating to the Project, including, without limitation, financial, technical, commercial, legal and other information (whether written, oral, visually, electronically or by any other means) that is provided to the Receiving Party by or on behalf of the Disclosing Party, on or after the date hereof (iii) analyses and other materials prepared by the Receiving Party, its Affiliates or their Representatives which contain or otherwise reflect any information referred to in (i) and (ii) above.

Confidential Information shall not include the following information of which the Receiving Party can demonstrate:

- was in the Receiving Party's possession prior to it being provided to Receiving Party under the terms of this Agreement, provided the source of that information was not bound by a confidentiality agreement with the Disclosing Party;
- is publicly available information;
- is rightfully and legally obtained by the Receiving Party from a third party, without breach of any confidentiality obligation to Disclosing Party;
- is independently developed by the Receiving Party without use of or reference to the Confidential Information.

Disclosing Party means a Party which is disclosing Confidential Information to the Receiving Party.

Project has the meaning as defined in the “Whereas” section of this Agreement.

Receiving Party means a Party which is receiving Confidential Information from the Disclosing Party.

Representatives means directors, officers, employees, financial and legal advisors of a Party or its Affiliates.

1.2 In this Agreement, words and expressions importing the singular shall, where the context permits or requires, include the plural and *vice versa* and words and expressions importing the masculine shall, where the context permits or requires, include the feminine and neuter and *vice versa*.

2 Confidentiality undertakings

2.1 Receiving Party shall treat all Confidential Information received or derived from the Disclosing Party as secret and confidential and shall not use, copy or disclose any such Confidential Information to any third party except as permitted according to section 3 (*Permitted use and disclosure*).

2.2 Receiving Party shall take all necessary precautions to ensure the confidentiality of the Confidential Information and shall comply with the Disclosing Party’s directions in relation to the Confidential Information. In particular, the Receiving Party shall not make any copies of documents or other materials containing Confidential Information unless specifically authorised by the Disclosing Party.

3 Permitted use and disclosure

3.1 Receiving Party shall use Confidential Information received or derived from the Disclosing Party solely in the framework of the Project. Parties confirm that no personal data will be exchanged in the framework of the Project.

3.2 Receiving Party may disclose the Confidential Information to its Affiliates and its Representatives (and those of its Affiliates) that need to know such information, but only to the extent necessary to assess its interest in the Project and only if such Representatives and Affiliates are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by an agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information. Receiving Party shall be responsible towards the Disclosing Party for a breach by its Representatives or Affiliates of the confidentiality undertakings set forth in this Agreement.

3.3 Receiving Party may disclose the Confidential Information if and to the extent:

- (a) this is required by any applicable legal, regulatory or tax laws, rules or regulations;
- (b) this is required by an order of any court having jurisdiction over either of the Parties or if this is required by a decision of a public authority;

provided that Receiving Party provides Disclosing Party a reasonably opportunity to review the disclosure before it is made and to interpose (at its own cost and expense) its own objection to the disclosure.

4 Indemnification

The Parties agree that improper disclosure or use of Confidential Information may result in irreparable harm to the Disclosing Party and that - in addition to the right to claim damages - the Disclosing Party shall be entitled to seek equitable relief, including but not limited to injunctive relief.

5 No commitment of the Disclosing Party

All Confidential Information is provided “as-is” without any warranty, whether express or implied, as to its accuracy or completeness, its suitability for a particular purpose or its non-infringement of third-party rights. The Parties shall not be obligated to enter into any further agreements with respect to the Project.

6 Term

This Agreement shall remain in full force and effect for two (2) years as from the date hereof.

7 Miscellaneous

7.1 Confidential Information disclosed shall remain property of the Disclosing Party. The Receiving Party shall, upon written request by Disclosing Party, return, delete, or destroy all Confidential Information received, including any copies, transcripts, summaries, or replicas thereof (including electronically stored Confidential Information), within twenty (20) business days after receiving the request. The deletion of electronically stored Confidential Information shall be effected by the complete and irrevocable deletion of the files containing the information or the

irretrievable destruction of the data carrier containing said information, rendering any further access to the Confidential Information impossible. The foregoing shall not apply to Confidential Information that has been stored in a backup file by way of an automated electronic backup system for the protection of electronic data, but only for the duration for which such a backup is usually maintained and if the Confidential Information contained therein remains subject to the obligations set forth in this Agreement. The Receiving Party may further retain one archival copy of the Confidential Information solely for meeting statutory retention obligations. At the request of the Disclosing Party, the Receiving Party shall confirm in writing that it has complied with the provisions set forth above.

- 7.2 No licenses or any other rights under any patent, registered design, copyright, or any other intellectual property right are granted under this Agreement. The Confidential Information provided will not affect the intellectual property rights of the Disclosing Party with respect to any relevant matter on which the information is disclosed. The Receiving Party shall observe and respect the intellectual property rights of the Disclosing Party in relation to the disclosed Confidential information.
- 7.3 No failure on the part of either Party to exercise, or delay on its part in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by either Party of any right preclude any further or other exercise of such right or the exercise by either Party of any other right.
- 7.4 This Agreement or individual rights and obligations hereunder may not be assigned or transferred without prior written consent of the other Party.
- 7.5 Should any individual provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. To the extent permitted by law, the Parties are obliged to replace invalid provisions by provisions which come as close as possible to the economic purpose and intentions of the Parties as they result from the entirety of the provisions of this Agreement and which are legally valid. The same applies in the event of inconsistencies in the Agreement.
- 7.6 This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all other practices, proposals, agreements, representations and undertakings, whether written or oral, with respect to the subject matter.
- 7.7 This Agreement may be concluded in paper form or in digital form with a simple electronic signature that meets the requirements of EU Regulation No. 910/2014 on electronic identification and trust services (eIDAS Regulation) or comparable laws of other legal systems and which is affixed by way of a recognized eSignature service provider (i.e. DocuSign, Eversign, Adobe Sign) agreed upon between the Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed electronic copies of this Agreement shall have the same legal effect as an original counterpart would.
- 7.8 This Agreement will not be amended, modified or rescinded except in writing and duly signed by authorized signatories of the Parties.
- 7.9 This Agreement shall be governed by and construed in accordance with the laws of Germany.
- 7.10 The Parties shall endeavour to settle any disputes amicably by negotiation. Such negotiations shall be conducted through representatives authorized to make decisions on behalf of the Parties. Any dispute, controversy or claim arising under, out of or relating to this Agreement shall be referred to and finally determined by arbitration in accordance ICC Arbitration Rules. The place of arbitration shall be Düsseldorf, Germany. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of Germany. Notwithstanding the foregoing, any Party may seek injunctive relief before any court having jurisdiction under applicable law.

Signed by and on behalf of **Tree Energy Solutions Belgium BV**

Date _____ 2022, Place _____

Signature:

Name: Mr Paul van Poecke

Function: Founder and Managing Director

Signed by and on behalf of _____

Date _____ 2022, Place _____

Signature:

Name:

Function: