

This Confidentiality Agreement dated and effective the _____ hereinafter referred to as the “Effective Date”)

BETWEEN

_____ a company incorporated under the laws of England (Registered Company Number _____) and having its registered office at _____ .

and

East of England Energy Group (EEEGR), a company incorporated under the laws of England and Wales (Registered Company Number 4117847) and having a principal place of business at Unit 4, Wellington Park, Excalibur Road, Great Yarmouth NR31 7BB. (hereinafter individually or collectively referred to as the “Party” or the “Parties”)

WHEREAS:

The Parties are willing to disclose information of a confidential nature to each other relating to the development by Technip Offshore Wind of business activities in the East Anglia Region (hereinafter referred to as the “Project”).

In consideration of the mutual premises set forth below, the Parties hereto agree as follows:

1. "CONFIDENTIAL INFORMATION" shall mean, but is not limited to, any documents, calculation, plans, materials, notes, drawings, method as well as all or part of the information contained therein, disclosed orally and/or in writing on any support or media in connection with the Project, as well as all technical, financial and business information disclosed in connection with the performance of the Project by or concerning the Disclosing Party and/or its activities;

“DISCLOSING PARTY” shall mean the Party which discloses Confidential Information to the Receiving Party;

“RECEIVING PARTY” shall mean the Party which receives Confidential Information from the Disclosing Party.

2. The Receiving Party shall treat the Confidential Information in the same manner as it treats its own confidential information, but with no less than reasonable care, and shall not, without the prior written consent of the Disclosing Party, reproduce or use the Confidential Information for any other purpose than the Project.
3. The Receiving Party shall only disclose Confidential Information to those of its employees who have a need to know it for the Project, who have been informed of the obligations of confidence and non-use under this Agreement and who are bound by obligations of non-use and secrecy no less stringent than those contained in this Agreement. Receiving Party shall be responsible for the said employees' compliance with the provisions of this Agreement.
4. The Receiving Party will not disclose the Confidential Information either in whole or in part, to any third party without the prior written consent of the Disclosing Party. If the Receiving Party is authorised to disclose, it shall be a condition of such disclosure that prior to any disclosure, the third party enters into an appropriate agreement with the Receiving Party, whereby the terms of the present Agreement shall be respected and agreed upon by said third party and the third party will be bound by obligations of non-use and secrecy no less stringent than those contained in this Agreement.
5. The above restrictions concerning the use and disclosure of Confidential Information shall not apply to information which Receiving Party can demonstrate:
 - a) was in the prior possession of the Receiving Party, without any secrecy obligation or restriction of use, as evidenced by written records in the possession of the Receiving Party at the time of disclosure to the Receiving Party; or
 - b) is hereafter lawfully obtained from a third party by the Receiving Party without any breach of obligation of confidence by such third party owed to the Disclosing Party;
 - c) was part of the public domain by general publication or otherwise at the time of disclosure to the Receiving Party through no act or failure to act by the Receiving Party.

It is specifically agreed that no part of the Confidential Information shall be deemed to be within the foregoing exceptions merely because such part is embraced by more general information in the public domain or literature or in the possession of the Receiving Party.

In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features of any such combination are within one or more of such exceptions. The combination shall only be within the exceptions if the combination itself and its principle of operation are in the public domain or literature or in the possession of the Receiving Party without any secrecy obligation or restriction of use.

In the event that any part of the Confidential Information falls within any of the exceptions set forth above, the Receiving Party agrees that it shall neither identify nor confirm that such part of the Confidential Information was or is the same as that which the Receiving Party received from the Disclosing Party.

6. Upon the Disclosing Party's request in writing, the Receiving Party agrees to return all Confidential Information in its possession, including all documents and other materials containing, relating to or based upon any Confidential Information, whether written or otherwise fixed in any tangible form, transmitted hereunder, as well as any copies or parts thereof. The Receiving Party may satisfy its obligation to return the Confidential Information by destroying all such Confidential Information and delivering to the Disclosing Party a certificate signed attesting of such destruction.
7. The Receiving Party agrees that Confidential Information is and shall at all times remain and/or be deemed to remain proprietary to the Disclosing Party who is and shall be the sole owner of the rights of industrial or intellectual property relating thereto as, without limitation, patents, trademarks, design, patterns, know-how, copyrights and other protected rights.
8. Neither the disclosure of Confidential Information by the Disclosing Party nor the use thereof by the Receiving Party shall be deemed to grant the Receiving Party any license, express or implied, or any right, title or interest in respect of the Confidential Information.

9. The Parties acknowledge that the Confidential Information is commercially and competitively valuable, the unauthorized use of which would cause irreparable harm to the owner of such information and that monetary damages are unlikely to be an adequate remedy and accordingly, in addition to all other rights and remedies that the Disclosing Party may be entitled to as a matter of law, the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other similar remedies or equitable relief in any jurisdiction for any threatened or actual breach by the Receiving Party of the provisions of this Agreement.

10. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and/or completeness of the Confidential Information disclosed hereunder. The Receiving Party agrees that the Disclosing Party shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

11. In the event that the Receiving Party is required by judicial or administrative process to disclose any part of the Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such requirement in order to allow the Disclosing Party a reasonable time to oppose such process.

12. The obligations of confidence and restriction of use of this Agreement shall bind the Parties from the Effective Date; they shall remain in force fifteen (15) years after the Effective Date.

13. This Agreement does not obligate the Parties to enter into negotiations or any subsequent agreement.

14. This Agreement shall be binding upon and inure to the benefit of each of the Parties and its respective successors and permitted assignees. This Agreement constitutes the entire agreement of the Parties with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties, whether written or oral, expressed or implied, with respect thereto.

15. All disputes arising out of or in connection with this Agreement which cannot be settled amicably, shall be finally and conclusively decided by arbitration in accordance with the Rules of Arbitration of the International Chamber of

CONFIDENTIALITY AGREEMENT



Commerce by three (3) arbitrators appointed in accordance with the said Rules. The Board of arbitrators shall base its decisions on this Agreement with resort to English Law. The arbitration shall be held in London, England, in the English language.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized officers.

Name: Simon Gray
Title: Chief Executive
Company: EEEGR

Name:
Title:
Company: