

## Confidentiality Agreement

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter the "**Effective Date**")

by and between

- **Trans Adriatic Pipeline AG**, a company duly organized and existing under the laws of Switzerland, with its registered office in Lindenstrasse 2, 6340 Baar, Switzerland ("**TAP AG**"), and
  
- \_\_\_\_\_,  
a company duly organized and existing under the laws of \_\_\_\_\_ with its registered office located at \_\_\_\_\_ (the "**Participant**").

TAP AG and the Participant are hereinafter together referred to as "**Parties**" or individually as a "**Party**".

1. TAP AG is developing the Trans Adriatic Pipeline (TAP) Project which is to set up develop, construct and own a gas transportation system from Greece through Albania to Italy, and TAP AG is obliged to proceed with the Booking Phase, the second phase of the Market Test, pursuant to Section 4.1.5 of the Final Joint Opinion on TAP AG's Exemption Application dated 6 June 2013 ("the FJO"), jointly issued by the Italian, Albanian and Greek national regulatory authorities ("the Authorities").
2. The Participant wishes to participate in the Booking Phase, to be performed by TAP AG in accordance with the FJO and the Booking Phase Guidelines issued by the Authorities, to consider submitting a binding Booking Request for contracting capacity in the TAP Project, (the "**Purpose**"). TAP AG is willing to disclose to the Participant, in accordance with the applicable laws, regulations and measures from authorities specifically regarding the TAP Project, information relating to TAP AG's business which is strictly required for the Purpose, said information to include but not be limited to technical, commercial and operating data ("**Confidential Information**"). Such disclosure shall be in accordance with and subject to the terms and conditions of this Agreement.
3. In consideration of the disclosure referred to in item 2 above, the Participant receiving Confidential Information agrees that the Confidential Information is the property of TAP AG, and, subject to items 4, 5, 6 and 7 below, shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to any third party. The Participant further agrees that in the handling and storage of Confidential Information it will employ appropriate controls, protection and safeguards at least as stringent as the Participant would employ in the handling and storage of its own proprietary data and information.
4. The Participant may disclose the Confidential Information without TAP AG's prior written consent to an Affiliated Company provided that the Participant guarantees the adherence of such Affiliated Company to the terms of this Agreement. "**Affiliated Company**" shall mean any legal entity which directly or indirectly (through one or more intermediates) controls or is controlled by or is under common control with such entity. For the purpose of this Agreement the term "**control**" means the possibility to, directly or indirectly, exert the power to direct or cause the direction of the

management or operating policies of the entity through the exercise of voting rights exceeding 50 % (fifty per cent), contract, trust or otherwise or a right to appoint the majority of the directors of the entity.

5. In addition to those persons and companies to whom Confidential Information is allowed to be disclosed according to paragraphs 4, 6 and 7, the Participant may disclose Confidential Information without TAP AG's prior written consent only to the extent such information:
  - a) was at the time of entering into this Agreement lawfully in the possession of the Participant under no obligation of confidentiality; or
  - b) is already public or becomes available to the public other than through the act or omission of the Participant in breach of this Agreement; or
  - c) is lawfully acquired independently under no obligation of confidentiality from a third party that has the right to disclose such information at the time it is acquired by the Participant, or
  - d) is required to be disclosed under applicable law or by governmental order, decree, regulation or rule (provided that the Participant shall give prompt written notice to TAP AG prior to such disclosure so that TAP AG may seek to obtain an appropriate protective order and the Participant shall cooperate to obtain such appropriate protective order) or in connection with required reports to governmental agencies or stock exchanges.
6. The Participant shall be entitled to disclose the Confidential Information without TAP AG's prior written consent to such employees, officers and directors of the Participant or its Affiliated Companies who have a clear need to know strictly for the Purpose.
7. The Participant shall also be entitled to disclose Confidential Information to its consultants and external advisors who need to have access to the same strictly for the Purpose, provided that a written undertaking to keep such information strictly confidential in substantially the same form as this Agreement is obtained from such person.
8. The Participant shall not use or permit the use of the Confidential Information except to the extent strictly necessary for the Purpose. The Participant shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person, and the Participant agrees that it is responsible for any breach of any of the terms and conditions set out in this Agreement by its advisers and the employees, officers and directors of it and its Affiliated Companies.
9. The Participant agrees that monetary damages are an insufficient remedy for any actual or anticipatory breach of this Agreement, and that injunctive relief is an appropriate remedy to prevent the unwarranted disclosure of any Confidential Information. Such remedy shall not be deemed the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies legally available to the Party claiming injunctive relief.
10. The Confidential Information shall remain the property of TAP AG, and unless this Agreement terminates pursuant to paragraph 13 below, TAP AG may demand the return of original documents containing Confidential Information as well as the deletion of copies thereof upon giving written notice to the Participant. Upon receipt of such notice, the Participant shall promptly return to TAP AG all original Confidential Information and shall ensure that all copies and reproductions thereof (including without limitation information stored in an electronic format) in its

possession are destroyed. Notwithstanding the previous two sentences, the Parties acknowledge and agree that:

- a) the Participant has no obligation to destroy any decision-making documents submitted to its management that incidentally reflect or refer to Confidential Information,
  - b) the computer systems of the Participant may automatically back-up Confidential Information disclosed under this Agreement, and
  - c) to the extent the computer back-up procedures of the Participant creates copies of the Confidential Information, the Participant may retain those copies for the period it normally archives backed-up computer records, which copies are subject to the confidentiality obligations of this Agreement until they are destroyed.
11. The disclosure of Confidential Information pursuant to this Agreement, and any prior or future discussions or other communications between the Parties shall not confer any right nor impose or create any legally binding obligations on the Parties other than those agreed herein or as otherwise expressly agreed subsequently to the date hereof in writing. Neither Party shall rely upon any representation nor expectation that the other Party will enter into any relationship or transaction unless based upon another agreement in writing signed by the Parties. Nothing contained in this Agreement is intended to imply or create an exclusive relationship between the Parties, or to prevent either Party from having discussion with third parties. Nothing in this Agreement implies any partnership or joint venture between the Parties or is to be construed as making one party the agent or fiduciary of the other with respect to the Purpose.
  12. Whilst TAP AG discloses the Confidential Information in good faith it makes no representation or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder. Any use or reliance upon the Confidential Information shall be at the sole risk of the Participant.
  13. The confidentiality obligations set forth in this Agreement shall take effect on the Effective Date and shall remain in force until five (5) years from the Effective Date, unless otherwise set forth.
  14. This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland.
  15. Subject to paragraph 10 above, any controversy or dispute that may arise in connection with or as a result of this Agreement and that cannot be resolved by mutual agreement by the Parties shall be exclusively and finally settled by arbitration in Vienna in accordance with the Rules of Arbitration of the International Chamber of Commerce in effect at the time of submitting the request. The language of arbitration shall be English.
  16. No amendments, changes or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorised representative of each of the Parties hereto.
  17. The Parties acknowledge and agree that, without prejudice to the provisions of paragraph 5(a) above, any Confidential Information received prior to the Effective Date of this Agreement shall be treated as Confidential Information in accordance with the terms of this Agreement.

**IN WITNESS WHEREOF**, the duly authorised representatives of the Parties have caused this Agreement to be executed on the date first written above.

**Trans Adriatic Pipeline AG**

By: \_\_\_\_\_ and by \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_

**Participant**

\_\_\_\_\_

By: \_\_\_\_\_ and by \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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