

NON-DISCLOSURE AGREEMENT (Exhibit B to Expression of Interest (Exhibit A))

This mutual non-disclosure agreement ("**Agreement**") is entered into effect on the date hereof and shall be effective as (the "**Effective Date**"), between:

1. **EBN B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with registered seat and principal place of business in (3511 SV) Utrecht, at Daalsesingel 1 ("**EBN**"); and
2. **Gasunie New Energy B.V.** a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with registered seat and principal place of business in (9227 KC) Groningen, Concourslaan 17 ("**Gasunie**"); and
3. **Havenbedrijf Rotterdam N.V.**, a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with, with registered seat and principle place of business in (3072 AP) Rotterdam, Wilhelminakade 909 ("**Port of Rotterdam**" or "**PoR**");

EBN, Gasunie and PoR each a "**Porthos Party**" and collectively referred to as "**Porthos Parties**".

and

4. Company name:
Info:

Each Porthos Party, the Porthos Parties jointly and Company a "**Party**" and collectively referred to as "**Parties**".

WHEREAS

- a. The Porthos Parties have entered into a cooperation in order to explore the possibilities to create an open and non-discriminatory one stop shop CC(U)S system for the transport and storage of carbon dioxide (CO₂) in empty gas field in the North Sea, also known as "**Project Porthos**";
- b. each Porthos Party is participating in the Project Porthos under its own name, but has been authorized by the other Porthos Parties to enter into this Agreement on the joint behalf of the Porthos Parties;
- c. the Parties now wish to exchange information with regard to the Porthos Project and the Expression of Interest including the current Working Assumptions (Exhibit C) of the Porthos Parties in connection with the Porthos Project ("**Purpose**");
- d. the Parties acknowledge that this will require the disclosure of certain Confidential Information (as defined below) (i) by any of the Porthos Parties to the Company and (ii) by Company to any of the Porthos Parties;
- e. the Parties wish to keep such Confidential Information confidential in accordance with the terms and conditions set forth in this Agreement.

HAVE AGREED AS FOLLOWS:

1. Definitions.

"Confidential Information" means any information (including formulae, patterns, compilations, programs, devices, methods, techniques and processes) provided by a Disclosing Party to a Receiving Party (as defined below) in relation to the Purpose, which is made available in writing, visual or machine-readable form or orally (if brought down in writing within 30 days after such oral disclosure), and includes, without limitation,

- a. each Party's software and other products and works in progress (including computer software, manuals, and all other materials associated with the use of the software) as well as all intellectual property rights associated therewith (including associated with functionality, programming techniques, interface elements, data manipulation and management methods and formulae represented in, or demonstrated by the use of, such software products); and

- b. information relating to each Party's business affairs, internal operations, personnel, financial matters, technology, research and development, product plans or offerings, markets, sales opportunities, or know-how; and
- c. any and all information relating to the Project Porthos
- d. any of the foregoing information belonging to an Affiliate of the other Party.

An "affiliate" means any entity, whether incorporated or not, that controls, is controlled by or is under common control with a Party; where "control" means the ability, either directly or indirectly, to direct the affairs of another, whether by ownership, contract, or otherwise.

"Disclosing Party" means (i) the Company disclosing Confidential information to any of the Porthos Parties or (ii) any of the Porthos Parties disclosing Confidential Information to Company under this Agreement, whereby each Porthos Party shall be authorized to disclose (a) the Confidential Information which is jointly owned by the Porthos Parties and (b) the Confidential Information which is either owned by that disclosing Porthos Party or to which such Porthos Party is otherwise authorized to disclose.

"Receiving Party" means (i) any of the Porthos Parties receiving Confidential Information from Company, whereby, with each disclosure to an individual Porthos Party, the Porthos Parties shall jointly become a Receiving Party or (ii) Company receiving Confidential Information from any of the Porthos Parties under this Agreement.

2. Exceptions. The obligations in paragraph 3 below will not apply to, any Confidential Information which;

- a. is or becomes publicly available after or at the time of disclosure under this Agreement, other than by a breach of this Agreement by the Receiving Party;
- b. was rightfully in the Receiving Party's possession prior to receipt of the same from the Disclosing Party as can be demonstrated from Receiving Party's written records;
- c. was received by the Receiving Party from a third party (as can be demonstrated by the Receiving Party's written records) who was not known by the Receiving Party to be under any obligation of confidentiality with respect to such Confidential Information;
- d. the Receiving Party can prove was independently developed by it without any reference, direct or indirect, to the Confidential Information of the Disclosing Party;
- e. is approved in writing for release by the Disclosing Party; or
- f. is required to be disclosed by Recipient pursuant to the order of a court of competent jurisdiction, or

as otherwise required by law or in respect of any enquiry or investigation by any governmental or regulatory body which is lawfully entitled to require any such disclosure.

3. Obligations Receiving Party. The Receiving Party agrees that it will:

- a. hold in confidence all Confidential Information in such a way as to prevent unauthorized access by any third party, but in no event less than the same degree of care as it takes to preserve the confidentiality of its own Confidential Information;
- b. not reveal any Confidential Information to any person or entity except to those of its employees, independent contractors and/or advisors who have a legitimate need to know the Confidential Information and who are bound by written agreement or professional obligations to preserve the confidentiality of such Confidential Information upon terms substantially in conformance with the terms of this Agreement; and
- c. use the Disclosing Party's Confidential Information solely in relation to the Purpose and not otherwise use or exploit the Disclosing Party's Confidential Information for its own benefit or purposes, or for the benefit or purposes of any third Party;
- d. keep secret and confidential the existence of this Agreement, as well as any discussions or negotiations with regard to the Purpose and not make any disclosure or announcement concerning, or otherwise publicise, the possibility of the Purpose being implemented or any other arrangement with the other Party or any of its Affiliates connected in any way with the Purpose;
- e. notify the Disclosing Party immediately upon becoming aware of any unauthorized use or disclosure of the Disclosing Party's Confidential Information or any other breach of this paragraph 3, and reasonably assist the Disclosing Party to regain possession of its Confidential Information and prevent any further unauthorized use;
- f. notify the Disclosing Party promptly after becoming aware of any obligation to disclose Confidential Information in accordance with Section 2.f. and will permit the Disclosing Party to seek to challenge or limit such required disclosure. In the event of any such required disclosure, the Receiving Party shall furnish only that portion of the Disclosing Party's Confidential Information that is legally required.

4. Term and Termination; This Agreement may be terminated by the Porthos Parties and Company without cause by providing a thirty (30) days written notice to the other Party. Unless early terminated by the Parties, this Agreement (as well as the related period of disclosure of the Confidential Information between the Parties under

this Agreement) shall expire after two (2) years following the Effective Date. Receiving Party's duties and obligations under this Agreement, however, shall survive expiration or termination of this Agreement and shall remain in full force and effect for a period of five (5) years as from the date of termination or expiration of this Agreement.

5. Return of Information. Upon the written request of the Disclosing Party, the Receiving Party shall, to the extent technically possible, (i) promptly return all Confidential Information of the Disclosing Party together with all copies thereof, whether in written, electronic or other form, or, (ii) at the election of the Disclosing Party, destroy all such Confidential Information, and deliver a written certification to the Disclosing Party signed by an authorized representative that all such Confidential Information has been returned or destroyed, as applicable.

6. Ownership. Each Disclosing Party shall retain the sole ownership to all rights, title and interest in and to its Confidential Information, and nothing in this Agreement shall be construed to grant or imply to the Receiving Party any right, title, license or interest in the Disclosing Party's Confidential Information. Nothing herein contained creates or grants a right for the Receiving Party to use the name, trademark or logo of the other Party or any of their Affiliates without the prior written consent of the relevant Party.

7. No Warranty. All Confidential Information is provided to the Receiving Party "as is" without any representation or warranty, express or implied as to the accuracy, completeness or sufficiency of the Confidential Information nor with regard to the merchantability or fitness for a particular purpose of the Confidential Information.

8. No Future Obligations. Nothing in this Agreement will constitute an offer by or on behalf of either Party to enter into any discussions regarding the Purpose or to enter into any contract or agreement with the other Party. Each Party is at any time entitled to end the discussions relating to the Purpose without being liable for any damages and/or losses, whether directly or indirectly, incurred by the other Party or its Affiliates and/or third parties in this respect.

9. No Relationship. Nothing in this Agreement shall be construed to create an agency or partnership relationship between the Parties.

10. Remedies. Company shall indemnify and hold the Porthos Parties, and their Affiliates, harmless from and against any damage, claim, loss, obligation, liability, penalty, cost or expense arising from or in connection with (i) any disclosure or use of Confidential Information contrary to the terms of this Agreement by Company, or

its Affiliates, or (ii) any other breach by Company or its Affiliates of the terms of this Agreement.

Each Porthos Party shall, to the extent it can be traced back to its own acts or omissions, that of its Affiliates or to the acts or omissions of the Porthos Parties jointly, indemnify and hold the Company, and its Affiliates harmless from and against any damage, claim, loss, obligation, liability, penalty, cost or expense arising from or in connection with (i) the disclosure or use of Confidential Information contrary to the terms of this Agreement, or (ii) any other breach of the terms of this Agreement.

Each Party furthermore agrees that any such breach or threatened breach may result in irreparable injury to the other Party for which monetary damages may not be an inadequate remedy and agrees a) to take all reasonable measures, including, but not limited to court proceedings, at its own expense, to restrain itself, and its Affiliates from any such breach or threatened breach; and b) that the Disclosing Party shall be entitled to seek temporary and permanent injunctions, orders for specific performance or other appropriate relief, restraining such breach or threatened breach.

11. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the Netherlands, without regard to the conflict of laws or principles thereof. All disputes, or claim arising out of or in connection with this Agreement shall first be attempted to be resolved amicably between the Parties. In the event that the Parties do not resolve such dispute within a period of 30 (thirty) calendar days, such dispute or claim shall be exclusively and finally settled by the competent courts of Utrecht, the Netherlands.

12. Successors and Assigns. Neither Party may assign this Agreement or any benefit or obligation hereunder, in whole or in part, without the prior written consent of the other Party, except that the Porthos Parties shall be authorized, upon written notice to Company, to assign this Agreement to a joint venture entity of the Porthos Parties which may be incorporated in relation to the Porthos Project.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason, in whole or in part, then the remaining provisions shall remain valid and enforceable to the maximum extent permitted by applicable law.

14. Amendments. Amendments or modifications to this Agreement shall only be valid if made in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below whereby Company will sign first and the Porthos Parties will sign upon receipt of signed and executed Agreement by Company.

Company name

Name:

Title:

Signature date:

For and on behalf of the Porthos Parties

EBN B.V.

Name:

Title:

Signature date:

Gasunie New Energy B.V.

Name:

Title:

Signature date:

Havenbedrijf Rotterdam N.V.

Name:

Title:

Signature date: