

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:

Fosmax LNG, a Simplified Joint Stock Company with head office located at 11 avenue Michel Ricard, 92270 BOIS-COLOMBES, France, and registered with the Trade and Companies Register in Nanterre under registration number 440 117 653,

Hereinafter referred to as "Fosmax LNG",

Hereinafter referred to collectively or individually as the "Parties" or the "Party".

WHEREAS:

- A. Fosmax LNG has decided to proceed with an evaluation of its project to offer unloading capacity at the Fos Cavaou LNG terminal from 2021 and to make these capacities available to the market, by way of issuing, during the course of the year 2020, a call for capacity subscriptions under certain conditions (hereinafter referred to as the Project);
- B. The Shipper has expressed its interest in the capacities offered within the context of the Project;
- C. The Project evaluation may require Fosmax LNG and the Shipper to exchange Confidential Information.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

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

“Affiliated Company”	Designates 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 sense of article L.233-3 of the French Commercial Code, and means any direct or indirect control.
“Confidentiality Agreement”	Designates the present confidentiality agreement.
“Confidential Information”	Designates any information exchanged between the Parties either individually or collectively between Fosmax LNG or the Shipper or an Affiliated Company, 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, whether of a commercial, technical, financial, legal or any other nature whatsoever, including (but not limited to) all documents, plans, schedules, pricing information, draft contracts, etc. It is specified that such Confidential Information may constitute information which if disclosed would potentially breach fair competition rules under the terms of articles L.111-76 et seq. of the French Energy Code relating to the confidentiality of information held by operators of infrastructure for transportation, distribution or storage of natural gas or of liquefied natural gas facilities (considered "commercially sensitive information").
“Disclosing Party”	means a Party to this Agreement when it discloses its Confidential Information, directly or indirectly, to the other Party.

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

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 licence or other such right pertaining to the industrial or intellectual property rights of the other Party with regard to the Confidential Information, whether these rights exist at the time of signature of the Confidentiality Agreement or whether they arise subsequently.

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 all or part of the Confidential Information communicated to them to any third party to the Confidentiality Agreement, except in the following cases:

- (a) Each Party may communicate all or part of the Confidential Information received from the other Party to those members of its personnel and/or the personnel of its Affiliated Companies who are required to have knowledge of such information for the execution of the Project, provided that such members of its personnel or its Affiliated Companies' personnel shall have been informed of the confidential nature of the Confidential Information communicated and shall have agreed to observe the terms of this Confidentiality Agreement. Each Party shall be responsible for any failure of those members of its personnel and/or the personnel of its Affiliated Companies to observe the terms of the Confidential Information;
- (b) Each Party may communicate all or part of the Confidential Information received from the other Party to its external consultants, provided that these have entered into an agreement concerning the confidentiality and use of the Confidential Information in accordance with the provisions of the Confidentiality Agreement or that they are subject to a duty to protect confidentiality as inherent to their professional status.

5. EXCEPTIONS TO THE OBLIGATIONS OF THE PARTIES

The Parties will not be subject to any duty of confidentiality with regard to Confidential Information where the Parties are able to provide proof that:

- the information was in their possession or had entered the public domain before it was sent or communicated to them by the other Party;
- it subsequently entered the public domain by means other than a breach on their part of their contractual obligations;
- it was available to the other party on a non-confidential basis before disclosure by the Disclosing Party;
- it was lawfully in the possession of the other Party before the information was disclosed to it by the Disclosing Party; or
- it is developed by or for the other Party, independently of the information disclosed by the Disclosing Party.

In addition, Confidential Information that must be communicated to an administrative or legal authority or to a third party as required by statute, regulation, court ruling or decision made by an EU, French or foreign competent public authority is not covered by any duty of confidentiality.

6. 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 until the earlier of the Parties entering an agreement which contains provisions covering confidentiality of the Confidential Information, or for a duration of three (3) years from the date of signature.

7. RETURN OF INFORMATION

In the event of non-subscription by the Shipper of the capacities developed within the context of the Project or in the event of the decision by Fosmax LNG to suspend the Project, each of the Parties must destroy or return to the other Party, 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 (to the extent permitted by the applicable law).

8. OBLIGATION OF CONSENT BEFORE ANNOUNCEMENT

The Shipper expressly undertakes to obtain the written consent of Fosmax LNG prior to making, allowing or seeking any announcement whatsoever regarding the Project, on its own behalf, on behalf of its employees or of its external consultants or on behalf of one of its Affiliated Companies, of its employees, or of its external consultants.

9. APPLICABLE LAW AND COMPETENT JURISDICTION

9.1 The Confidentiality Agreement is subject to French law.

9.2 Any 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 of the courts within the competence of the Court of Appeal of Paris.

Signed in.....on the date of

For	For Fosmax LNG
Name Capacity:	Name: Capacity: