

# Confidentiality Agreement GRTgaz

THIS AGREEMENT is made on ....., between GRTgaz, a French company (“Société Anonyme”) with a share of capital of € 639 933 420, incorporated under the laws of France whose registered office is located at 6 rue Raoul Nordling, 92270 Bois-Colombes France and with the Nanterre Trade and Companies Registry under number 440 117 620, represented for the purposes hereof by a duly authorized representative (“GRTgaz” or “TSO”);

and

.....,

a company incorporated under the laws of .....,

whose registered office is

.....  
.....,

(the Prospective Shipper).

GRTgaz and the Prospective Shipper may hereinafter be collectively referred to as the Parties and individually as a Party.

## WHEREAS

GRTgaz and adjacent operators are assessing the demand for interconnection capacity between their respective market areas, in the framework of which the Prospective Shipper has indicated its interest for transmission services (“Project”)., as provided for under article 26 of the Commission Regulation (EU) No 459/2017 of 16 March 2017 establishing a Network Code on Capacity Allocation Mechanisms in Gas Transmission Systems and repealing Commission Regulation (EU) No 984/2013 (“CAM Network Code”).

The Parties expect that during the aforesaid discussions and subsequent implementation of the Project, up to the eventual execution of any related transmission contracts to be signed by the Prospective Shipper and the relevant TSO, if any, it may be necessary for them, at discretion, either directly or through a third party, to disclose and communicate, in writing and/or orally, confidential information to the other Party, on the terms and subject to the conditions set forth herein (the “Confidentiality Agreement”).

## 1. CONFIDENTIAL INFORMATION

All information, plans, proposals or data, of a commercial, financial, technical, planning, management, legal or whatever other nature concerning GRTgaz or the Prospective Shipper or any of their respective affiliates or their business including, without limitation, data concerning the non-binding demand indications, their legal foundation, financial structure or plans, or, in the case of GRTgaz, concerning its evaluation, planning and/or realisation of the Project which is disclosed to or obtained by the other Party whether before or after the date of this Confidentiality Agreement, whether in writing or drawings, orally or by computer print-out, or in any other way, shall be hereinafter referred to as Confidential Information and shall be subject to this Confidentiality Agreement.

Confidential Information may be obtained from or pursuant to discussions with GRTgaz or the Prospective Shipper and/or from any of their respective affiliates, representatives, advisers or consultants or from their respective management or employees ("Relevant Parties") or otherwise.

## 2. DUTY OF CONFIDENTIALITY

Each Party acknowledges that the Confidential Information is confidential and proprietary to the relevant disclosing party. Both GRTgaz and the Prospective Shipper undertake to maintain the confidentiality of the Confidential Information disclosed by the other Party.

## 3. USE OF CONFIDENTIAL INFORMATION

Both Parties shall use the Confidential Information solely for the purpose of evaluating the Project and for the conduct of consultations and negotiations in relation thereto and, in particular, shall not use the Confidential Information in any way which is or may be detrimental to the interests of the relevant disclosing party or use the Confidential Information, or act in any way which is or may be detrimental to the successful planning, development and/or realisation of the Project and/or any extension of it.

As such, the Prospective Shipper agrees that GRTgaz may exchange and/or share the Confidential Information with involved grid operators , to the extent necessary to coordinate investments in transmission capacity and to allow for a co-ordinated allocation of capacity by GRTgaz and the involved grid operators as well as to the competent regulatory authorities in the framework of the Market Demand Assessment.

## 4. DISTRIBUTION OF CONFIDENTIAL INFORMATION

Each Party agrees only to show Confidential Information disclosed by the other Party to its employees and advisors, its affiliates and their employees (for each Party together being referred to as its Relevant Parties) on a strictly need to know basis, to the extent necessary for the purposes set out in section 3 hereabove, and on condition

that its Relevant Parties are made aware of the terms of this Confidentiality Agreement and that each Party will be responsible for any breach of any terms of this Confidentiality Agreement by any of its Relevant Parties.

The communication of Confidential Information shall in no event confer or imply the grant or agreement to grant any license or other rights (e.g. intellectual property rights) express or implied, to the receiving Party, except the limited right to use the Confidential Information, as specifically set forth hereunder

No provision or the signature of this Confidentiality Agreement shall give rise to any commitment or obligation from the part of GRTgaz to subsequently carry out any capacity development project.

The disclosing Party disclaims all responsibility and liability for any actions taken by the receiving Party on the basis of its analysis or other use of the Confidential Information including, but not limited to, any adjustments or modifications to the receiving Party's products and/or services in light of such use of Information, and the receiving Party acknowledges that the disclosing party shall have no responsibility or liability as a result of the receiving Party's use of the Confidential Information.

## 5. SURRENDER OF CONFIDENTIAL INFORMATION

If either Party subsequently does not participate in the Project, each Party shall cease to make use of the Confidential Information disclosed to it by the other Party.

## 6. NON-CONFIDENTIAL INFORMATION

This Confidentiality Agreement shall not apply to information:

a) which is publicly available at the time it is made available to either Party or subsequently becomes generally available to the public other than as a result of disclosure or other act or omission by either Party or any of its Relevant Parties or otherwise contrary to their respective obligations of confidentiality; or

b) which was available (as can be demonstrated by its written records) to either party or to any of its Relevant Parties, prior to the supply of Confidential Information by the relevant disclosing party, and which is free of any restrictions as to its use or disclosure; or

c) which either Party is required by law, or regulation or by the requirements of any regulatory or other authority to disclose.

## 7. TERM- DURATION OF DUTY OF CONFIDENTIALITY

This Confidentiality Agreement shall come into force upon execution by the Parties and shall continue thereafter to the extent needed for the implementation of the full Project.

Each Party's obligations in respect of the Confidential Information disclosed by the

the Prospective Shipper agrees to conduct any business that may be contemplated pursuant to this Confidentiality Agreement in a manner that is consistent with both law and good business ethics.

Specifically, the Prospective Shipper recognizes having been made fully acquainted with the TSO's statement of business principles as available at the TSO's websites.

A Party's failure to enforce any provision, right, or remedy under this Confidentiality Agreement shall not constitute a waiver of such provision, right, or remedy.

IN WITNESS WHEREOF, the Parties hereto have caused this Confidentiality Agreement to be executed in two (2) original copies by their duly authorized representatives, each Party receiving one (1) original copy hereof.

For and on behalf of

GRTgaz

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For and on behalf of

the Prospective Shipper

Name: \_\_\_\_\_

Position: \_\_\_\_\_