



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into on the date below written by and between (i) Scatec Solar ASA, a company incorporated and existing under the laws of Norway and its place of business at Karenslyst Allé 49, NO-0279 Oslo, Norway and (ii), _____ a company registered and existing under the laws _____ of having its registered offices at _____ (each a "Party" and together referred to as the "Parties").

The Disclosing Party has agreed to disclose to the Receiving Party certain Confidential Information for the purpose of Supplier qualification, registration and invitation to tender (the "Purpose") subject to the terms and conditions of this Agreement:

1. The following expressions shall, unless the context otherwise requires, have the following meanings:-

"Authorized Person" means any company within the Receiving Party's Group and any, director, officer, employee, adviser or agent of a Party or of any company within such Party's Group who has received information in accordance with clause 3.3 below;

"Confidential Information" means all financial, business and technical or other data and all other confidential information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of the Disclosing Party (or the business and affairs of any member of that Disclosing Party's Group) that the Receiving Party obtains, receives, or to which it has access as a result of any discussions or dealings (whether before or after the Effective Date) or which is learned by the Receiving Party through observations made during visits to any premises of the Disclosing Party, including but not limited to any information available in any data room in which Receiving Party is granted access to;

"Group" means each Party and each company in which a Party has a shareholding or interest, directly or indirectly, of 50% or more or has the right to exercise, directly or indirectly 50% or more of the voting rights;

"Disclosing Party" means a Party disclosing Confidential Information to the other Party under this Agreement;

"Effective Date" means the date on which the Disclosing Party first furnished the Receiving Party with Confidential Information, regardless of if such date was prior to the date of execution of this Agreement; and

"Receiving Party" means a Party receiving Confidential Information from the Disclosing Party.

2. Subject at all times to clause 10, this Agreement shall commence on the Effective Date and shall remain in force until the date of expiry of 30 days' written notice of termination given by one Party to the other.
3. In respect of any Confidential Information disclosed, furnished or made accessible by the Disclosing Party to the Receiving Party, the Receiving Party undertakes (and undertakes to procure that any Authorized Person undertakes) to the Disclosing Party:
 - 3.1. to keep confidential all Confidential Information disclosed by the Disclosing Party;
 - 3.2. to keep Confidential Information disclosed by the Disclosing Party in a safe and secure place using reasonable technical and organizational security measures to prevent unauthorized access, destruction, corruption or loss;
 - 3.3. not to disclose Confidential Information disclosed by the Disclosing Party in whole or in part to any person except to any of its directors, officers, employees or advisers or of any company within the Disclosing Party's Group or any financial institution where such disclosure is strictly necessary to fulfill the Purpose;



- 3.4. to use the Confidential Information disclosed by the Disclosing Party solely in connection with the Purpose and not for its own benefit or the benefit of any third party;
- 3.5. not to take any copies or make any summaries or transcripts of the whole or any part of the Confidential Information save as is necessary and/or appropriate for the Purpose and all such copies, summaries and transcripts shall be deemed to be Confidential Information;
- 3.6. to notify the Disclosing Party within 3 business days if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person; and
- 3.7. upon written request from the Disclosing Party and subject to clause 4 and within 5 business days from receipt of such written request, return to the Disclosing Party (or destroy if so directed) all Confidential Information, whether in printed matter form, on disk or otherwise, which is in the Receiving Party's or any Authorized Person's possession, custody or control and provide the Disclosing Party with a written declaration of the Receiving Party confirming that the provisions of this clause have been fully complied with.
4. In the event of a written request for the return or destruction of Confidential Information under clause 3.7, the Receiving Party may retain such Confidential Information as forms part of the permanent records which it is bound by law or regulatory requirement to preserve or which the Receiving Party may reasonably require for archive purposes and the provisions of this Agreement shall, notwithstanding its termination, continue to apply to all such retained Confidential Information.
5. The Receiving Party undertakes to make all of its Authorized Persons aware of the confidential nature of the Confidential Information disclosed by the Disclosing Party and the provisions of this Agreement and to take all such steps as shall from time to time be necessary to ensure compliance by its Authorized Persons with the provisions of this Agreement.
6. The Receiving Party shall remain liable for any disclosure of Confidential Information by any Authorized Person of the Receiving Party as if it had made such disclosure itself. The Receiving Party shall, if requested in writing by the Disclosing Party, do all acts and execute all reasonable documents to prevent any loss, misuse or unauthorized disclosure of the Confidential Information or any part of it by any of its Authorized Persons.
7. The provisions of this Agreement shall not apply to any Confidential Information which:
 - 7.1. is or becomes public knowledge other than by breach of this Agreement;
 - 7.2. is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
 - 7.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 7.4. is independently developed without access to any Confidential Information disclosed by the Disclosing Party.
8. The provisions of this Agreement shall not apply so as to prevent disclosure of Confidential Information by the Receiving Party where and to the extent that such disclosure is required to be made:
 - 8.1. by virtue of the regulations of any applicable stock exchange;
 - 8.2. by any court or governmental, administrative or other authority competent to require the same; or
 - 8.3. by any applicable law, legislation or regulation.
9. Neither Party shall use (and each Party shall procure that an Authorized Person shall not use) the name, trade marks (registered and unregistered), service marks, logos, and/ or brands of the other Party in any advertisement, publicity campaign or other public disclosure not permitted by this Agreement without the prior written consent of the other Party.
10. Notwithstanding the termination for whatever reason of this Agreement, the obligations of confidentiality contained in this Agreement shall continue for a period of 5 years from the date of termination of this Agreement.
11. All Confidential Information (and any copies of all or any part of it) shall be deemed to be and shall remain the property of the Disclosing Party.



12. Either Party (**Introducing Party**) may, directly or indirectly, introduce the other Party, in writing, to (i) one or more third parties in relation to the Purpose, including, without limitation, natural persons, corporations, limited liability companies, partnerships, unincorporated businesses, sole proprietorships and similar entities (**Third Party**) and/or (ii) a specific business opportunity (hereinafter a "**New Opportunity**"). The Parties record and agree that in order to constitute a New Opportunity (i) the Introducing Party must have introduced a Third Party or New Opportunity which is not known to the other Party. The Parties agree that for the duration of this Agreement and for a period of one year after termination, neither it nor its employees, affiliates or assigns, shall enter into, or otherwise arrange or seek to engage in any business relationship or contact any person in relation to such New Opportunity, either directly or indirectly, or any of its affiliates, without the prior written approval of the Introducing Party. For avoidance of doubt, each Party hereby undertakes not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement, in order to avoid any partnership with the Introducing Party or payment of fees in any transaction with any corporation, partnership or individual introduced by the Introducing Party, in connection with the Purpose. The Parties record and agree that in order to constitute a New Opportunity:
 - 12.1. the Introducing Party must have introduced a specific party or project opportunity to the other Party in writing; and
 - 12.2. such Party must have notified the Introducing Party in writing within 48 hours that such Party is in discussions regarding the New Opportunity;
13. This Agreement shall not operate as an assignment to the Receiving Party of any patents, copyrights, design rights, service marks, trade marks, trade names, database rights, semi-conductor topography rights, rights in know-how or other rights of the Disclosing Party (whether registered or unregistered) as may subsist, be contained or reproduced in the Confidential Information. The Receiving Party shall not (and shall procure that a Authorized Person shall not) apply for any patent, or registration of any trade mark or design or any other intellectual property right, in respect of any part of the Confidential Information.
14. Each of the Parties warrants that it has the authority to enter into and perform its obligations under this Agreement and in particular that it has the right to disclose its Confidential Information.
15. The Disclosing Party makes no representations or warranties as to the accuracy or completeness of the Confidential Information disclosed.
16. Nothing in this Agreement shall impose or be deemed to impose on either Party an obligation to disclose Confidential Information or to enter into any agreement or transaction and, in particular, shall not oblige either Party to enter into any agreement in connection with the Purpose.
17. Each of the Parties shall not assign, sub-license or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party.
18. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.
19. This Agreement shall be governed by and construed in accordance with English law. Each Party irrevocably agrees to submit to the non-exclusive jurisdiction of the London Court over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.
20. Without prejudice to any other rights or remedies that the Disclosing Party may have, Receiving Party acknowledge that its breach of this Agreement may result in immediate and irreparable harm to the Disclosing Party, for which there may be no adequate remedy at law, and the Disclosing Party shall be entitled to (in addition to any remedy available under applicable law) seek equitable relief to compel the receiving party to cease and desist all unauthorized use and disclosure of the disclosing party's Confidential Information. In the event that the Disclosing Party brings any action to enforce or protect any rights, obligations or duties under this Agreement, then the Disclosing Party shall be entitled to recover, in addition to its damages, all costs related to such enforcement, including legal fees.
21. This Agreement is made solely and specifically between the Parties for the benefit of the Parties and each company within the Scatec Solar Group whose Confidential Information is disclosed under this Agreement.
22. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument.



IN WITNESS WHEREOF the Parties or persons duly authorized on their behalf have executed this Agreement the day and year below written.

for and on behalf of _____

for and on behalf of Scatec Solar ASA

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____