



Deutsche  
Flüssigerdgas  
Terminal  
Gesellschaft mbH

Essen, \_\_\_\_\_ 2007

Dear Sirs,

## **DFTG LNG Terminal at Wilhelmshaven**

### **Confidentiality Agreement**

Following your agreement to the terms of this letter, DFTG will provide you with certain initial information in relation to the Wilhelmshaven LNG terminal project (the "**Project**"), and we may thereafter, from time to time provide you with additional information, whether in writing or orally, in relation to the Project (the "**Confidential Information**").

We understand that you and your Affiliates and your and their directors, officers, employees and advisers (together the "**Disclosees**") require access, on a need to know basis, to the Confidential Information, to enable you to review the Confidential Information for the purpose of deciding whether or not to participate in an open season process with a view to acquiring firm rights to certain slots which may become available at the proposed Wilhelmshaven LNG terminal (the "**Permitted Purpose**").

In this letter, "**Affiliate**" shall mean a person or entity directly or indirectly controlling, controlled by or under common control with a party to this letter; "**control**" means the right to exercise 50% or more of the voting rights of a company or entity.

- 1 In consideration of our agreeing to supply, and so supplying, the Confidential Information to you, you hereby undertake and agree:
  - (a) to hold the Confidential Information in confidence at all times and not directly or indirectly reveal, report, publish, transfer, disclose or permit it to be made available to any person, firm or company (except to other Disclosees on a need to know basis in accordance with the terms of this letter);
  - (b) to use the Confidential Information for the Permitted Purpose only and only for your own benefit and not for the benefit of any third party;
  - (c) to ensure that each Disclosee to whom Confidential Information is disclosed by you (i) is made fully aware in advance of your obligations under this letter and (ii) agrees in writing and for our benefit to be bound by all the confidentiality, use and disclosure limitations contained in this letter, to the same extent as if such person were a party to this letter;
  - (d) not to make use of Confidential Information in any way or for any purpose (including, but not limited to, any competitive or commercial purpose) which is directly or indirectly detrimental to us or any of our Affiliates;
  - (e) not, without our prior written consent, to copy by any means whatsoever any Confidential Information supplied or disclosed to you other than to make such copies of the Confidential Information as are reasonably necessary for each of the Disclosees in relation to the Permitted Purpose;

- (f) to keep all documents and other material bearing or incorporating any Confidential Information separate from all other documents and materials;
- (g) to exercise in relation to Confidential Information no lesser security measures and degree of care than those which you would apply to your own confidential information (and which you warrant as providing reasonable protection against any unauthorised disclosure, copying or use);
- (h) if the discussions are terminated, or upon written demand by us, you shall (except as required by legal or regulatory requirements or professional obligations), and shall ensure that all Disclosees shall, within 7 days of demand by us, take reasonable steps to return and/or destroy all copies of documents (regardless of whether received as hard copy, electronically or by other means) containing, reflecting or generated from any Confidential Information and further shall provide a certificate addressed to us, signed by one of your directors or officers, confirming that you are satisfied that, after due enquiry, your obligations under this clause have been discharged; and
- (i) that no person or entity has provided to you any warranty or made any representation as to the accuracy or otherwise of the Confidential Information supplied by us to you.

2 Nothing in paragraphs 1(a) to 1(h) of this letter shall apply to any information or Confidential Information which:

- (a) is required to be disclosed by operation of law or any stock exchange regulations or any binding judgment or order, or any mandatory requirement of a competent authority;
- (b) was, is or becomes within the public domain (otherwise than through your breach of this letter or breach by any Disclosee);
- (c) is already known to you as of the date of the disclosure (other than pursuant to a breach of this letter); or
- (d) is provided by a third party legally permitted to disclose such information.

If disclosure of the Confidential Information becomes legally compelled, the person or entity who believes himself to be under such legal obligation shall, except where prohibited by law, give prompt notice to us so that we may seek a protective order or other appropriate remedy. In the event such protective order or other appropriate remedy is not obtained, the disclosing person or entity shall disclose only that portion of the information that is legally required and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information.

3 The Confidential Information provided to you is delivered to you on the express understanding that the Confidential Information has not been independently verified by us as to accuracy, completeness or otherwise and you shall and will be assumed to have made your own independent investigation and assessment of the Confidential Information.

- 4 No disclosure of Confidential Information to you or any Disclosee shall vest in you or any Disclosee any interest in or licence to such Confidential Information. Ownership of all rights in any and all Confidential Information shall remain vested in us.
- 5 This letter shall be governed by and construed in accordance with the laws of The Federal Republic of Germany. The courts of Germany shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this letter and each party irrevocably submits to the exclusive jurisdiction of the competent courts in Essen, Germany.
- 6 The obligations of confidentiality contained in this letter shall continue in full force and effect for a period of five (5) years after the date of disclosure of the Confidential Information.
- 7 Without prejudice to any other rights or remedies which we may have, you acknowledge and agree that damages would not be an adequate remedy for any breach of this letter and we shall be entitled without proof of special damages to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter by you or any Disclosee.

Please indicate your acceptance of the above by signing this letter in duplicate, complete with your mail and e-mail address and send to

Eberhard Lange

DFTG –Deutsche Flüssigerdgas Terminal Gesellschaft mbH at the address indicated herein. DFTG will sign and return one original, accompanied by the Confidential Information mentioned above

Accepted by DFTG - Deutsche Flüssigerdgas Terminal Gesellschaft mbH:

..... dated  
(E. Lange)

For and on behalf of  
**DFTG - Deutsche Flüssigerdgas Terminal Gesellschaft mbH**

We have read and accept and agree the above terms of this letter

.....  
For and on behalf of

Date: