

Final

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Version	Version date	Author	Description of modifications	Owner	Approved by
1.0	25/08/04		Creation	G. Rippert	A. VDB
1.1	12/12/08		Minor updates	G. Rippert	V. Caryn

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is executed this (the "Effective Date") by and between Electrabel NV a Belgian corporation, with registered seat in 1000 Brussels, Regentlaan 8 (hereinafter "Electrabel"), and XXXX, a corporation with registered seat in (hereinafter "XXXX")

RECITALS

- A. The parties intend to enter into a X months period of sourcing (the "Sourcing Period"), during which time the parties shall negotiate the [●] project.
- B. During the Sourcing Period, the parties expect to exchange certain Confidential Information (as hereinafter defined).
- C. With this Agreement, the parties intend to set forth the terms and conditions by which each party will use and protect the other's Confidential Information during and after the Sourcing Period.

AGREEMENT

1. Confidentiality. During the Sourcing Period, neither party will disclose to the market players that XXXX is assisting Electrabel for the Sourcing, without the prior written consent of the other party. Notwithstanding the foregoing, each party may disclose the fact that XXXX is assisting Electrabel to those of its attorneys, accountants and similar service providers who have a need to know the information in order to assist the party with the Sourcing.

2. Confidential Information. During the Sourcing Period, each party may provide the other with information about its business, organization, business plans, clients, "know how", methodologies, processes, intellectual property, schedules, software, suppliers, technology, trade secrets, and other information that is confidential and proprietary information belonging to the disclosing party, or with respect to which the disclosing party has certain license rights (the "confidential Information" of the disclosing party).

Confidential Information shall not include any information or materials that (1) are already lawfully known to or in the possession of the receiving party at the time the information or materials are first disclosed or made available to the receiving party or are thereafter lawfully obtained by the receiving party from a source other than the disclosing party, or (2) are in the public domain or generally known in the relevant trade, industry or business at the time the information or materials are first disclosed or made available to the receiving party, or thereafter come into the public domain or become generally known in the relevant trade, industry or business other than by reason of an improper disclosure or use of the same by

the receiving party or any of its employees, accountants, attorneys consultants or service providers (collectively the "Representatives").

3. Use and Non-Disclosure of Confidential Information. Except to the extent specifically authorized by this Agreement or otherwise in Writing by the disclosing party, neither party shall disclose, permit disclosure or make available the Confidential Information of the disclosing party to any other person or entity, including mother company or subsidiary. Each party may disclose the other party's Confidential Information to those of its Representatives that have a reasonable need to know the other party's Confidential Information in connection with the Sourcing. Each party shall, and shall cause its Representatives to use the Confidential Information of the disclosing party only for the Sourcing. Additionally, each party may disclose the Confidential Information of the other party to the extent required to comply with any law, rule or regulation or any subpoena, order or directive of any court or governmental agency or body; provided, however, that the party required to disclose the Confidential Information shall give other party prior notice for the purpose of enabling the other party to obtain a protective order, and shall limit disclosure only to that part of the Confidential Information that is, in the opinion of counsel, required to be disclosed by law. Each party shall inform its Representatives about the confidential nature of the other party's Confidential Information and shall require the Representatives not to disclose or permit disclosure of the Confidential Information of the other party accept in accordance with Agreement. Each party will be responsible for any improper use or disclosure of the other party's Confidential Information by its Representatives.

4. Property Rights & Liability. The Confidential information shall remain the property of the disclosing party. The disclosure of Confidential Information shall not be construed as transferring or granting any license, patent or other intellectual or industrial property right. The disclosing party shall in no respect whatsoever be held liable for the contents of the Confidential Information or the use the recipient party makes of the Confidential Information.

5. Return of Confidential Information. Following completion of the Sourcing, each party shall, and shall cause its Representatives to, return the Confidential Information of the other party to that party (together with all notes, copies, summaries and other written or electronic materials derived from the confidential Information), or if requested by the other party, destroy all of the foregoing and certify in writing to the disclosing party that its Confidential Information and all such derivative materials have been destroyed.

6. Equitable Remedies. Each party acknowledges that the other party's Confidential Information is of great value to the other party, and if misused or improperly disclosed would cause the other party irreparable loss and damage, the extent of which may not be readily capable of determination. Accordingly, each party may enforce the provisions of this Agreement with respect to its Confidential Information using equitable remedies, including injunctions and/or restraining orders, which may be granted immediately upon commencement of a suit and without notice or prejudice to any other remedy the party may have.

7. Applicable Law. This agreement shall be governed by Belgian law. Any dispute regarding the execution, the validity, the interpretation or the implementation of this agreement shall be exclusively referred to the competent courts in Brussels.

8. Term. This Agreement and each party's obligation to protect the Confidential Information of the other party pursuant to this Agreement shall expire on the second anniversary of the Effective Date.

Confidentiality and non-disclosure agreement_20081212.docm			Internal use only	
Normal handling	Support	Version 1.1	Print Date : 15/12/2008	p.2/3

ELECTRABEL N.V.

XXXX

.....
(name representative EBL)
.....
(capacity)

.....
(name representative XXXX)
.....
(capacity)

.....
(name representative EBL)
.....
(capacity)

.....
(name representative XXXX)
.....
(capacity)