

Non-disclosure agreement

This Agreement is made between:

1. **Gasunie Waterstof Holding B.V.**, a company duly organized and existing under the laws of The Netherlands with its principal office at Groningen (9727 KC) at Concourslaan 17, registered with the Dutch Chamber of Commerce under number 81255853 (hereinafter referred to as “**Gasunie Waterstof Holding**”) and legally represented by U. Vermeulen;
2. **Havenbedrijf Amsterdam N.V.**, a public limited company duly organized and existing under the laws of The Netherlands with its principal office at De Ruijterkade 7, Amsterdam, Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 30084656 (hereinafter referred to as “**Port of Amsterdam**”) and legally represented by K.J. Overtoom; and
3. **[Customer Company name]**, a company duly organized and existing under the laws of The Netherlands with its principal office at, **[adres, city, country]** registered with the Dutch Chamber of Commerce under number _____ (hereinafter referred to as “[**company name**]”) and legally represented by _____

WHEREAS

- Gasunie Waterstof Holding and Port of Amsterdam (hereinafter referred to as the “**RIB Amsterdam Parties**”) are developing an open access hydrogen transport system in the Amsterdam area (hereinafter: “**RIB Amsterdam infrastructure**”);
- RIB means Regional Integrated Backbone;
- **[company name]** has expressed or intends to express its interest to contract services related to the transport of (sustainable) hydrogen via the RIB Amsterdam Infrastructure;
- in respect of certain confidential information which the Parties may disclose or have disclosed to each other in relation to the possible participation of **[company name]** as a customer of the RIB Amsterdam Infrastructure (hereinafter: the “**Project**”), Parties agree on non-disclosure provisions as set out in this confidentiality agreement (hereinafter: the “**Agreement**”).

Non-disclosure agreement

In consideration of such disclosure and the covenants contained herein, the Parties have agreed as follows in this Agreement:

1. All information or data of whatever kind and in whatever form, whether in writing or verbal or otherwise, relating to the Project or the companies involved in it which either Party may give to the other (whether directly or indirectly pursuant to or prior to this Agreement) as well as all information relating to the fact that the Parties are considering to enter into the Project (the “**Confidential Information**”) will be held in complete and strict confidence and will not be used for any purpose other than for the Project. Save as required by applicable law, each Party will not make or permit to be made any announcement regarding the Project and/or the existence of this Agreement.
2. Save as required by law, regulation or order, each Party will not disclose or otherwise make available in whole or in part the Confidential Information to anyone, without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld or delayed. Consent shall be deemed to be reasonably withheld if in case of a proposed disclosing of Confidential Information the confidentiality cannot be guaranteed.
3. The Parties will not be under an obligation to keep confidential any Confidential Information which:
 - (a) they can show was already in the public domain or known to them at the time of its disclosure; or
 - (b) comes into the public domain (other than by reason of a breach of the undertakings given by the signing of this Agreement); or
 - (c) is supplied to them by a third party having a bona fide right to do so; or
 - (d) was independently generated by the receiving Party as evidenced by written records; or
 - (e) was already in the lawful possession of the receiving Party.

If only part of the exchanged information falls under any of the above subsections, then only that part of the information shall be excluded from the use and disclosure restrictions of this Agreement.

4. Each Party is entitled to disclose Confidential Information, as far as such disclosure is required and strictly necessary for the Project, to its employees, directors, officers, advisors, consultants, potential financing sources, co-investors or shareholders or employees, directors and officers of affiliated companies, provided that such employees, directors, officers, advisors, consultants, potential financing sources, co-investors and shareholders are bound by an obligation of confidentiality at least similar to and/or not less onerous than contained in this Agreement. In this Agreement “**affiliate**” means, with respect to a Party, any entity controlled, directly or indirectly, by the Party, any entity that controls, directly or indirectly, the Party, or any entity directly or indirectly under common control with the Party. For this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.
5. The RIB Amsterdam Parties may make a public disclosure of the Confidential Information on condition that prior to such disclosure:

- a. the Confidential Information is aggregated with other information received from other parties in relation to a possible participation as a customer of a regional hydrogen infrastructure in the Amsterdam area; and
 - b. The Confidential Information is anonymised such that the source of the Confidential Information or the nature of the underlying hydrogen production, transport or usage project is not evident.
6. The Confidential Information will remain the property of the disclosing Party and any copyright and other rights in and to the Confidential Information disclosed shall remain vested in the disclosing Party.
7. A Party shall on the sole basis of this Agreement not be obliged to enter into the Project or any transaction or commitment relating to the Project.
8. Each Party is legally responsible for any breach of this Agreement by it or its affiliated companies.
9. Each Party shall indemnify and hold the other Party harmless from and against any claim or proceeding (and any cost, expenses or other liabilities arising there from) brought by any third party or as a result of any breach of this Agreement.
10. Neither this Agreement, nor any of the rights, interests or obligations thereunder may be assigned (whether voluntarily, involuntarily, by operation of law, or otherwise) by one of the Parties without the prior written consent of the other Party; provided, however, that:
 - a. the RIB AMSTERDAM Parties may assign this Agreement to the joint venture to be established between the RIB AMSTERDAM Parties or between affiliates of the RIB AMSTERDAM Parties or between a RIB AMSTERDAM Party and an affiliate of the other RIB AMSTERDAM Party; and
 - b. a Party may assign this Agreement, in whole or in any part, and from time to time, to any of its affiliates,without the prior consent of the other Part(y)(ies) provided such Part(y)(ies) remains bound hereby.
11. This Agreement shall in all respects be exclusively governed by and construed in accordance with the laws of the Netherlands. The Parties will seek to solve, on a negotiation basis, any legal and other questions that may arise in connection with this Agreement (including a dispute regarding this Agreement's existence, validity or termination). Any and all disputes arising from and/or relating to this Agreement which cannot be solved on a negotiation basis shall be exclusively submitted to the competent court at Amsterdam, the Netherlands.
12. This Agreement is made effective as of the date when it is signed by the Parties and will terminate upon the signing of a later agreement which covers confidentiality obligations, or in the event no such agreement is made, this Agreement shall end on the first of October 2025.

Non-disclosure agreement

Gasunie Waterstof Holding B.V.

Name: U. Vermeulen

Title: Director

Port of Amsterdam N.V.

Name: K.J. Overtoom

Title: CEO

[Customer Company name]

Name:

Title: