

## MUTUAL NON-DISCLOSURE AGREEMENT

The undersigned parties are, or are about to be, engaged in discussions regarding one or more potential business transactions between them or their affiliated companies (the “**Purpose**”). It is anticipated that the parties may provide each other proprietary or confidential information, materials or data (the “**Confidential Information**”), and the parties desire to protect such Confidential Information from unauthorized use or disclosure. In consideration of the disclosure of Confidential Information, the parties hereby agree as follows:

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1. Confidential Information means any information disclosed by either party (the “**Disclosing Party**”) which the recipient (the “**Receiving Party**”) should reasonably know that the Disclosing Party desires to be kept confidential. This includes proprietary or confidential information, materials or data, regardless of manner of disclosure, and includes but is not limited to: technical data information; financial or personnel data; contract terms or offers; and customer and prospect information. The Confidential Information of a party may also include information entrusted to it by a third party under an obligation of confidence.
2. From and at all times after the date of its receipt of any Confidential Information, including without limitation any such proprietary information that may have been provided prior to the date hereof in the course of the parties’ discussions regarding the potential transactions:
  - (a) each party shall restrict (and affirms that it has restricted) its use of the other’s Confidential Information strictly to the support of its discussion, and shall use (and affirms that it has used) reasonable care to prevent the disclosure thereof, which shall involve at least the same level of effort to avoid disclosure as it employs to prevent disclosure of comparable proprietary information or materials of its own; and
  - (b) each party will be entitled to make restricted disclosures of some or all of the other’s Confidential Information to such party’s affiliated and subsidiary companies, employees, attorneys, accountants and advisors, provided that such disclosures shall be limited in scope on a need-to-know basis in connection with the evaluation of the transactions under discussion and that the recipients shall be informed of the confidentiality of such information and bound to protect as provided herein.
3. Unless extended by mutual written agreement, the term for the provision of Confidential Information between the parties hereunder shall expire three years from the date of this Agreement. At that time, or upon the earlier conclusion of the discussions regarding such potential business transactions, or at any time upon demand by the Disclosing Party, all tangible items bearing or disclosing any of the Confidential Information, including without limitation, copies in any form (whether stored electronically, magnetically, on paper, or otherwise), photographs, memoranda, duplicates or notes taken by or provided to the Receiving Party, shall either be returned or otherwise delivered to the Disclosing Party, or destroyed by the Receiving Party,

except for Confidential Information stored on automatically generated back-up files. Each party's obligations hereunder to protect and preserve the Confidential Information of the other shall survive any termination of such discussions and any expiration or termination of the Agreement, and shall thereafter continue in effect for as long as any of said information disclosed hereunder remains confidential. For the avoidance of doubt, the Confidential Information of any party shall remain the property of such party.

4. The restrictions on the use and disclosure set forth herein shall not apply to the Confidential Information that meets any one or more of the following categories or circumstances:
  - (a) information that is at the time of receipt by the Receiving Party already known to the Receiving Party or that is subsequently independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information;
  - (b) information that is, or that later becomes generally available to the public other than as a result of a disclosure by the Receiving Party;
  - (c) Information acquired by the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its affiliates, provided such source is entitled to make the disclosure to the Receiving Party.
5. Confidential Information that is required to be disclosed by order, subpoena, statute or regulation, including by any stock exchange, in a situation affording the Receiving Party no meaningful alternative may be disclosed to the extent so required provided that the Receiving Party shall use its best efforts to give the Disclosing Party prior notice of any such disclosure so as to afford the Disclosing Party a reasonable opportunity to seek, at the expense of the Disclosing Party, such protective orders or other relief as may be available in the circumstances.
6. Confidential Information is provided "AS IS". The Disclosing Party makes no warranties whether express, implied or statutory, regarding the sufficiency, accuracy or completeness of the information disclosed for any purpose, including the warranties of merchantabilities, fitness for a particular purpose and non-infringement, and grants no indemnification with respect to any information disclosed.
7. No agreements or licenses not explicitly stated herein are to be implied from this Agreement. Nothing in this Agreement shall obligate either party to complete any of the transactions under discussion between the parties, not to pursue any such discussions.
8. This Agreement shall bind and benefit the parties and their successors, personal representatives, and assigns. Neither party shall hereby be deemed to have waived any other rights or remedies it may have in law or equity, nor to have waived any of its rights under this Agreement unless, and only to the extent, it does so by specific written waiver signed by an officer. Each party acknowledges that any breach of this agreement may cause irreparable harm to the other party, and agrees that the remedies of the breach may include injunctive relief against such breach, in addition to damages and

other available remedies. The prevailing party shall be entitled to the award of its reasonable attorney's fees in any action to enforce this Agreement.

9. None of the parties shall in any event be liable towards the other party for any indirect or consequential loss or liability.
10. Any communication, demand or notices to be given hereunder shall be given in writing and in English language and delivered or sent to the relevant party by e-mail or pre-paid mail, to the parties at the respective addresses stated on the signature page hereof, or such substituted address as a party may by notice have given to the other.
11. This Agreement may be signed in any number of counterparts and each counterpart shall constitute a fully executed original.
12. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to any conflicts of law principles to the contrary, and the parties agree that English courts shall have non-exclusive jurisdiction for all matters arising under this Agreement.
13. If any provisions of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the fullest extent allowed by the law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected thereby.

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Therefore the parties have signed this Agreement or caused it to be signed by their duly authorized officers. This Agreement is effective as of the date of the last signature below, but shall also apply to information already exchanged related to the Purpose.

For and on behalf  
**Scatec ASA**

For and on behalf

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Name:

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

Title:

Title:

Date:

Date: