Non-Disclosure-Agreement

between

Iqony Renewables GmbH
Iqony Renewables GmbH, Leightonstraße 2, 97074 Würzburg - Germany

and their affiliated companies (100% of shares)

Iqony Renewables GmbH – Standort Saarbrücken
St. Johanner Str. 101-105, 66115 Saarbrücken, Germany

Iqony Wind France SAS
27, rue du Champ de Mars, 57200 Sarreguemines - France

and

XXX
(Name and Address)

PREAMBLE

(A) Iqony Renewables GmbH, hereinafter referred to as "**IQR**", acts as an Independent Power Producer (IPP) in the solar and wind sectors throughout Europe.

(B) [Contractual partner], hereinafter referred to as "**Partner**", is specialist [...]..

(C) IQR and Partner, hereinafter also referred to individually as "**Party**" or jointly as "**Parties**", intend to enter into a business relationship in the following area: wind and solar projects in Europe and especially the project Windpark Klosterkumbd, Deutschland hereinafter referred to as the "**Project**".

This involves the exchange between the Parties of confidential records, documents, knowledge, business secrets, experience and other information – whether in written, oral or other form.

(D) Separate contracts may be concluded for the services to be provided within the scope of this project. The subject of this agreement is the obligation of the Parties to maintain confidentiality of the information obtained in this context.

Having said this, the Parties agree on the following:

1 Object of the agreement

The subject matter of this Agreement is the confidentiality and limited use, in accordance with the provisions of the following clauses, of Confidential Information disclosed by one party (hereinafter referred to as the "**Disclosing Party**") to the other party (hereinafter referred to as the "**Receiving Party**") or otherwise made available to the Receiving Party.

2 Definitions

2.1 **"Affiliate**" shall mean in relation to a Party any entity, other than the Party, that at the time in question (i) directly or indirectly controls or is controlled by such Party; or (ii) is directly or indirectly controlled by an entity that also directly or indirectly controls such Party. For the purpose of this definition control means the direct or indirect ownership of in aggregate fifty percent or more of the voting rights in the particular entity, whether by ownership of equity interest, by contractual rights or otherwise.

2.2 "**Agreement**" means this Agreement as amended from time to time.

2.3 "**Confidential Information**" means all information in any form, including all documents, materials, drawings, data, articles, etc., which has been or will be disclosed or otherwise made

available to the Receiving Party by the Disclosing Party or on its behalf or on behalf of a third party, including its Affiliates, in connection with the Project, whether or not marked as confidential, other than information which a reasonable person would not consider to be confidential.

3 Obligation of confidentiality

3.1 The Receiving Party undertakes vis-à-vis the Disclosing Party with respect to the Confidential Information that it will

(i) treat the Confidential Information as strictly confidential, in particular protect it carefully and take appropriate measures against access by unauthorized persons,

(ii) subject to Clause 4, not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party; and

(iii) does not use the Confidential Information for any purpose other than in relation to the Project.

3.2 Subject to clause 4, neither Party shall disclose to third parties without the prior written consent of the other Party:

(i) the existence or content of this Agreement,

(ii) the fact that negotiations are taking place between the Parties in relation to the project; or

(iii) any content of the negotiations.

3.3 The non-disclosure agreement does not cover Confidential Information that

(i) were already publicly known or publicly available at the time they were made available or thereafter become publicly known or publicly available other than through a breach of this Agreement,

(ii) was already lawfully in the possession of the Receiving Party at the time it was made available or is subsequently made available to the Receiving Party by an authorized third party without restriction as to its confidentiality or use; or

(iii) the Receiving Party has developed or caused to be developed without using Confidential Information of the Disclosing Party or parts thereof.

The receiving party bears the burden of proof for the existence of these exceptions.

4 Disclosure of Confidential Information by the Receiving Party

4.1 The Receiving Party undertakes to make Confidential Information available only to those bodies and employees who require the Confidential Information in connection with the Project and to obligate these persons in turn in accordance with this Agreement, unless these persons are already obligated to treat confidential information as confidential within the scope of their activities on the basis of existing contracts with the Receiving Party.

4.2 The Receiving Party is authorized to disclose Confidential Information to its Affiliates and/or other third parties engaged by it (e.g. external consultants or freelancers) to the extent that this is indispensable for the project and if a confidentiality obligation does not already exist due to statutory or professional regulations at least the same contractual obligations are imposed on these Affiliates and/or third parties to which the Receiving Party itself is subject under this Agreement.

4.3 In addition, the Receiving Party is authorized to make Confidential Information available to authorities and courts to which it is obligated by law and/or official order to the extent necessary. However, the Receiving Party must inform the Disclosing Party immediately before forwarding Confidential Information due to a legal obligation and/or official order, unless such communication is prohibited by a statutory, official, court or comparable order.

5 Return, destruction and deletion of Confidential Information

5.1 Immediately upon the occurrence of the earlier of (i) the termination of a Party's participation in the Project or (ii) the receipt of a written request from the Disclosing Party, the Receiving Party shall

- return to the Disclosing Party or destroy all documents and materials (including digital media) or any part thereof containing Confidential Information, including any copies in the possession or control of the Receiving Party, provided in each case that the information is in a form that permits its return or destruction,
- permanently delete all Confidential Information from computers, mobile telecommunication devices or similar devices; this does not apply to routine backup copies of electronic data traffic,
- ensure that all third parties to whom it has disclosed Confidential Information comply with the obligation to return, destroy and delete as described above.

The Receiving Party shall be permitted to retain a copy of Confidential Information and keep it under lock and key for the sole purpose of providing evidence of its compliance and regulatory obligations.

5.2 The Parties acknowledge that neither the destruction nor the return or deletion of Confidential Information shall release them from their obligations under this Agreement.

6 Rights to confidential information

6.1 All Confidential Information provided under this Agreement shall remain the property of the respective Disclosing Party. The disclosure or provision of Confidential Information, whether or not protected by intellectual property rights, shall not, unless otherwise expressly provided herein, grant any ownership, license, reproduction, use or other rights. Furthermore, no obligation to enter into an agreement or business relationship with the other Party is hereby created.

6.2 The Receiving Party shall not derive any rights of prior use from the disclosure of Confidential Information with regard to the content of any property right applications based thereon, nor shall it assert any objection of obvious prior use.

7 Responsibility

7.1 Each Party is responsible for the decisions made on the basis of the Confidential Information and acknowledges that the Disclosing Party makes no warranty, guarantee or representation as to the accuracy or completeness of the Confidential Information.

7.2 The Parties agree that the provision of the Confidential Information does not constitute an offer of any kind by either Party nor does it form the basis of any representation in relation to any contract.

8 Term

This agreement shall enter into force upon signature by both Parties and shall be valid for a period of five years. Clauses 6, 7, 9, 10 and 11 shall remain unaffected by the termination of this agreement.

9 Partial ineffectiveness

If one or more provisions of this agreement are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of this agreement. The Parties shall replace a correspondingly invalid clause with a clause that comes closest to the purpose of the invalid provision; the same shall apply in the event of a loophole.

10 Changes

All amendments and additions to this agreement must be made in writing and signed by the Parties.

11 Applicable law, conflict resolution

11.1 This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by the laws of the Federal Republic of Germany.

11.2 All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of a sole arbitrator. The place of arbitration is Essen. The language of the proceedings shall be German.

11.3 The jurisdiction of the ordinary courts remains unaffected for measures of interim legal protection.

Signatures

_____, _____ [Place], [Date]

IQR **[Partner]**

_____ _____

Name: Name:

Position: Position:

_____ _____

Name: Name:

Position: Position: