|  |
| --- |
| **One-Sided Non-disclosure agreement** |
| between |
| TenneT Offshore GmbH  Bernecker Straße 70, 95448 Bayreuth,    - hereinafter referred to as „TenneT“ - |
| and |
| Name of the company,  street name and house number, postal code,  town,  - hereinafter referred to as „……“  or as “Recipient Party”, - |
| The contracting parties collectively are hereinafter referred to as "Parties"  or individually as "Party". |
| **Preamble** |
| 1. TenneT will disclose confidential information in respect of the project EU Tender for the Mechanical & Electro-technical integrated Contract (MEiC) for maintenance of offshore grid connection systems (hereinafter referred to as “Project”) and/or intends to disclose such information. |
| (2) However, TenneT is only prepared to disclose the said information under the condition that it is recognised and treated as confidential by the Recipient Party.  This being said, the Parties enter into the following Non-Disclosure-Agreement: |
| Article 1 - Confidential Information |
| 1. Confidential Information according to this agreement shall be all records, documents, names and data, as well as other economic, operational, financial or technical information, and/or information which is otherwise sensitive from a competition point of view, in particular business contacts, knowledge, capabilities, experience, financial, production or sales data and or/development services or procedures, operating and business secrets, employee information of TenneT and/or data concerning TenneT, including information concerning the branches and subsidiaries of TenneT, regardless of whether the said information was disclosed in writing, orally, visually or in any other way. |

|  |
| --- |
| 1. Information in accordance with Paragraph 1 which was disclosed by TenneT prior to conclusion of this agreement shall also be subject to the provisions of this agreement. |
| **Article 2 - Secrecy and**  **Non-Disclosure** |
| 1. The Recipient Party shall be obliged to TenneT as follows in respect of the secrecy and non-disclosure of Confidential Information: |
| 1. The Recipient Party shall be obliged |
| * to exclusively use the Confidential Information in connection with the Project and not for other purposes, |
| * to reproduce Confidential Information only to the extent necessary and to pursue the purposes set forth in this agreement, with all such reproductions being considered also as Confidential Information, |
| * not to retain the Confidential Information for longer than is necessary for realisation of the Project and fulfilment of their tasks in relation to the Project. Following this, the Confidential Information shall either be destroyed or deleted or returned to TenneT, |
| * that the Recipient Party shall, at the request of TenneT, destroy or delete the Confidential Information immediately or return the said Confidential Information to TenneT. Should the Confidential Information be destroyed or deleted, the Recipient Party shall provide proof of the destruction or deletion of the said Confidential Information by means of written confirmation, which is to be signed either by a member of the management team or a member of the board of directors. |
| 1. All Confidential Information shall be treated strictly confidentially by the Recipient Party and must not be made accessible to anybody,   with the exception of |
| * (permanent or temporary) employees of the Recipient Party and/or (permanent or temporary) employees of a company affiliated with the Recipient Party for whom access to the Confidential Information is necessary in order to carry out tasks in connection with the Project and who shall be obliged to maintain confidentiality, either by means of his or her contract of employment or a written non-disclosure agreement, which must not be less strict than the obligations entered into by the Recipient Party under the agreement at hand, |
| * lawyers, auditors, tax or other consultants for whom access to the Confidential Information is necessary in order to carry out tasks in connection with the Project and who are obliged to maintain confidentiality either by law or by means of a written non-disclosure agreement, which must not be less strict than the obligations entered into by the Recipient Party under the agreement at hand. The Recipient Party shall be obliged to name the persons who have access to the confidential information at the request of TenneT. |
| 1. With the exception of the persons named in Paragraph 3, the Confidential Information may only be made accessible to third parties with the written consent of TenneT. |
| 1. The Confidential Information shall be treated by the Recipient Party with the same care with which the Recipient Party prevents disclosure of its own equivalent Confidential Information to third parties, or at least with reasonable caution. |
| 1. The Confidential Information shall remain the property of TenneT. |
| **Article 3 - Exceptions** |
| 1. The obligations named under Article 2 shall not apply to Confidential Information which |
| is public knowledge at the time of disclo­sure or becomes public knowledge with­out breach of this non-disclosure agree­ment taking place, |
| * the Recipient Party received from a third party, provided the said third party has not breached a non-disclosure agreement for its part and the Recipient Party was aware of this, |

|  |
| --- |
| * is disclosed with the prior written approval of TenneT to make the information public, |
| * must be disclosed due to a statutory obligation, decision of a court or of a public authority. In such cases, the Recipient Party shall notify TenneT of this in writing without delay. |
| 1. The Recipient Party shall bear the burden of proof in regard of the existence of the exceptional circumstances. |
| Article 4 - Rights |
| 1. No licences or other rights, in particular patents, utility models, trade or trademark rights, are being granted and/or assigned by TenneT by means of this non-disclosure agreement. Furthermore, TenneT shall not be obliged to grant any licences and other rights, in particular patents, utility models, trade or trademark rights, to the Recipient Party under this non-disclosure agreement. |
| 1. The Recipient Party shall not be entitled to register patents and/or other property rights in Germany or any other country on the basis of the Confidential Information. Registered patents and/or other property rights shall be assigned to TenneT free of charge on request. |

|  |
| --- |
| 1. The disclosure of Confidential Information shall not substantiate a claim to a right of prior use on the part of the Recipient Party. |
| **Article 5 –**  **Liquidated damages** |
| The Recipient Party shall be obliged, for each case of willful or negligent breach of this agreement to pay liquidated damages in the amount of a lump-sum of EUR 50.000,00 to TenneT. The defence of continuation of the offence is excluded. The Recipient Party is expressly permitted to provide evidence that no damages have been incurred or that any such damages were considerably less than the lump-sum. |
| Article 6 - Understanding of the parties |
| This agreement shall not be interpreted as a cooperation agreement, joint venture, shareholding or any similar. This agreement shall not oblige the Parties to conclude any further contracts. |
| Article 7 - Exclusion of warranty |
| TenneT hereby does not guarantee the correctness or completeness of the disclosed information. |
| Article 8 - Term |
| This agreement shall take effect on signing by both Parties and shall be valid for five years from this date. The confidentiality obligations of this agreement shall continue to be in force for a period of 3 years after the term of this agreement has elapsed. |
| Article 9 - Place of jurisdiction and applicable law |
| 1. The exclusive place of jurisdiction for any disputes arising from and / or in connection with this non-disclosure agreement shall be the registered office of TenneT. |
| 1. The law of the Federal Republic of Germany shall apply. The United Nations Law on the Sale of Goods of 11.4.1980 shall not apply. |
| Article 10 - Written form |
| Any amendments to this agreement shall require written form. The above-mentioned provision shall also apply in respect of amendment of the written form requirement. |
| **Article 11 - Assignment** |
| None of the Parties shall be entitled to assign or transfer this agreement or any rights or duties under this agreement, wholly or in part to a third party without the prior written consent of the other Party, except that TenneT assigns or transfers this agreement or any rights or duties under this agreement, wholly or in part to a company affiliated with TenneT as defined in §§ 15 ff. of the German Stock Corporation Act (Aktiengesetz) or to a legal successor of TenneT. TenneT will inform the Recipient Party after the assignment or transfer. |

|  |
| --- |
| **Article 12 - Miscellaneous** |
| 1. Should one or more provisions of this agreement be or become ineffective or un­enforceable in full or in part, the effective­ness or enforceability of the remaining pro­visions of this agreement shall not be af­fected thereby. The same shall also apply in respect of any contractual loopholes. In place of the ineffective or unenforceable provision, the Parties shall agree an effec­tive provision which comes as close as possible to the will of the Parties. The same shall also apply in respect of any contrac­tual loopholes. |
| 1. This agreement supersedes all prior agree­ments, written or oral, between the parties re­lating to the subject matter of this agreement. |
| 1. In the event of contradictions between the German and the English version, the German version shall prevail. |
|  |
| Place, \_\_\_\_\_.\_\_\_\_\_ \_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of company |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature |