

CORPORATE GROUP NON-DISCLOSURE AGREEMENT

Between

**E.ON Sverige AB, 556006-8420, and its
Subsidiaries (the E.ON Sverige Group)**

205 09 Malmö, Sweden

(hereinafter 'E.ON Sverige')

and

(hereinafter 'the Company')

have on this day entered into the following non-disclosure agreement

1. General

1.1. E.ON Sverige and the Company (hereinafter jointly referred to as 'the Parties') intend to conduct negotiations concerning, or have agreed that, the Company will carry out assignments on behalf of E.ON Sverige (both situations are hereinafter referred to as 'the Assignment'). In connection with the Assignment, i.e. both during negotiations prior to the Assignment and during the performance of the Assignment itself, the Parties may gain access to information concerning each other or each other's collaboration partners.

The nature of this information may be such that the Parties are required by law, e.g. the Swedish Protective Security Act (2018:585) and thereto associated ordinances and regulations, the Swedish Trade Secrets Act (2018:558) or an agreement, not to disseminate the information, or that the Parties do not wish the information to be disseminated. The Parties shall therefore handle confidential information and trade secrets in accordance with the principles concerning information protection that follow from this Corporate Group Non-Disclosure Agreement, applicable statutes, and applicable standards regarding information security, such as ISO/IEC 27001 and CobiT.

E.ON Sverige AB

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205 09 Malmö, Sweden
www.eon.se

Malmö 2021-05-07

Doc. Administrator: Dept. Legal
Affairs

The logo for E.ON, featuring the letters 'e.on' in a stylized, lowercase, red font. The 'e' is connected to the 'o', and the 'n' is separate.

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2. Non-disclosure commitment

2.1. The Parties undertake not to disclose to any third party confidential information or trade secrets which each party has received from the other party or otherwise becomes aware of in connection with the Assignment referred to above.

2.2. In this Corporate Group Non-Disclosure Agreement, 'Confidential information and trade secrets' refers to information concerning technical, commercial, operational or defence preparedness circumstances regarding existing or future facilities, equipment, services, finance, human resources etc., irrespective of whether or not the information has been documented, with the exception of:

- a) information, which at the time of disclosure is publicly known or subsequently becomes publicly known in any manner other than through a breach on the part of the receiving party of this Corporate Group Non-Disclosure Agreement or any other agreement or confidentiality commitment with the other party;
- b) information, which the receiving party can show was known to the receiving party even before the information came to the receiving party's knowledge in connection with the Assignment referred to above, if the information is not subject to a confidentiality commitment based on another agreement or confidentiality

commitment with respect to the other party;

- c) information, which the receiving party received from a third party who/which is not or was not prevented from disclosing such information by law, other agreement, or confidentiality commitment; and
- d) information, which the receiving party is required to disclose by law, ordinance, court ruling or authority decision or other mandatory provision, provided that the other party is notified thereof prior to the disclosure and provided that the disclosure is limited as far as possible. At the request of the other party, the party shall, prior to the disclosure, present a written confirmation/legal opinion from a lawyer and member of a bar association that the party is required to disclose Confidential information or trade secrets.

2.3. Confidential information and trade secrets shall also include the contents of the agreement which regulates the Assignment.

2.4. Notwithstanding the foregoing, in cases referred to under clauses 2.2 a) to c) above, the receiving party shall not be entitled to disclose to any third party that the receiving party has also become aware of the same information in connection with the Assignment referred to above.

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3. Particularly sensitive information and access to IT systems, etc.

3.1. The Parties are aware that Confidential information and trade secrets can be of a very sensitive nature, and that it could therefore cause considerable harm to the other party if such information in any party is disclosed to a third party, and further that the other party referred to under clause 1.1 is in certain cases also required by law or agreement to protect existing information which disclosure could entail considerable harm or risk, e.g. regarding Sweden's national security.

3.2. In the event that the Assignment requires a party, its employees, or subcontractors to gain access to information as referred to in the previous clause, the party is aware and accepts that persons may be subject to a security assessment and clearance procedure.

3.3. In the event that the Assignment requires the Company or its employees to gain access to E.ON Sverige's IT systems, the Company is aware and accepts that special document and procedures governing such access and the forms thereof shall be established between the Parties and between E.ON Sverige and the Company's employees.

3.4. The Parties have agreed that the Assignment may not be carried out in the event that the requirements and undertakings set forth in clauses 3.2 and 3.3, in respect of the

Assignment, have not been met or fulfilled. Such deficient prerequisites for the performance of the Assignment shall not be deemed to constitute a hindrance caused by E.ON Sverige, nor shall they trigger any liability for E.ON Sverige under any circumstances.

4. Human resources, etc.

4.1. The Parties shall limit the dissemination of information covered by this Non-Disclosure Agreement to the party's employees who need to be aware of the information in order to perform their duties or to otherwise fulfil the party's undertakings.

4.2. The Parties undertake to ensure that their respective employees do not disclose any Confidential information or trade secrets to any third party. It is therefore incumbent on the Parties to ensure that all employees who carry out the Assignment on their behalf and who can be expected to come into contact with Confidential information or trade secrets, comply with the provisions of this Non-Disclosure Agreement and confirm the confidentiality undertaking in writing.

4.3. The Parties shall be responsible for ensuring that their employees who can be expected to become aware of Confidential information or trade secrets, through his care, have received the necessary information and adequate training concerning the party's commitments under this Non-Disclosure Agreement.

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4.4. The provisions of the preceding clause concerning employees shall also apply with respect to subcontractors, consultants and other operators engaged by the Parties.

5. Use of Confidential information and trade secrets

5.1. Confidential information and trade secrets may never be used by the receiving party for any purposes other than performance of the Assignment.

6. Special provisions concerning security and the return of information, etc.

6.1. The Parties shall have procedures and functions in place which ensure that all Confidential information and trade secrets handled by the Parties – in the form of either storage or transfer – are protected from unauthorised access.

6.2. The Parties shall be responsible for ensuring that the receipt of Confidential information or trade secrets is, at the request of the other party, duly acknowledged and that no copying of such information takes place without the prior written permission of the other party.

6.3. At the request of the other party and in any case when the Assignment is completed, the Parties shall return all Confidential information and trade secrets to the other party. The Parties shall furthermore destroy all copied or otherwise duplicated Confidential

information and trade secrets, and render Confidential information and trade secrets – irrespective of the data carrying medium – illegible and impossible to restore.

6.4. At the request of the other party, each party shall confirm in writing to the other party that all Confidential information and trade secrets held by the party or its employees, subcontractors, consultants, etc. have been returned or destroyed.

7. Responsibilities

7.1. The Parties are aware that Confidential information and trade secrets can be of a very sensitive nature, and that it could therefore cause considerable harm to the other party were Confidential information or trade secrets to be disclosed to third parties in any respect.

8. Legal recourse

8.1. Without limiting the Parties' other rights or other entitlement to compensation, the Parties accept that compensation for damages would not constitute entirely satisfactory compensation for any breaches of this Non-Disclosure Agreement. Over and above any damages, the Parties shall therefore also be entitled to pursue other remedies, such as interlocutory injunctions, performance, or other measures, in the event of a threatened or confirmed breach of contract.

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9. Headings

9.1. The subdivision of this Non-Disclosure Agreement into sections and the assignment of headings shall not affect the interpretation of this Non-Disclosure Agreement in any regard

10. Validity

10.1. The Parties shall be bound by this Non-Disclosure Agreement upon signing. The Non-Disclosure Agreement shall remain in force and effect until negotiations concerning the Assignment have been concluded or the Assignment has been completed, plus five (5) years thereafter. The Non-Disclosure Agreement may not be terminated in respect of Confidential information or trade secrets which have already been received.

11. The Company's duty of notification, etc.

11.1. As and when appropriate, the Parties shall immediately notify the other party of the occurrence of, or change in, circumstances which are of importance to the security or confidentiality issues which are regulated in this Non-Disclosure Agreement.

11.2. The Parties shall be entitled, after having submitted a corresponding request to do so to the other party, to conduct inspections or audits addressing the other party's fulfilment of its obligations under this Non-Disclosure Agreement.

11.3. In the event that a party gains access to Confidential information or trade secrets via someone other than the other party, the party shall inform the other party of any and all circumstances that may be of relevance to the other party's investigation concerning the party's access to and handling of the Confidential information or trade secrets which is of relevance in this regard.

11.4. If a party should become aware, or have reason to suspect, that Confidential information or trade secrets have been disclosed to a third party, the party shall immediately notify the other party thereof and contribute in the best possible manner to limiting any damage caused to the other party.

12. Invalidity of provisions

12.1. Should any provision in this Non-Disclosure Agreement or part thereof be found to be invalid, this shall not mean that the agreement in its entirety is invalid; rather, reasonable adjustment of the agreement shall take place where the invalidity materially affects a party's rights or obligations under the agreement.

13. Passivity

13.1. Failure on the part of a party to exercise any right under this Non-Disclosure Agreement or failure to cite a particular circumstance attributable to the agreement shall not mean that the party has waived its rights in such a regard.

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13.2. If a party wishes to refrain from exercising a particular right or citing a particular circumstance, notice of such abstaining shall be given in writing in each case

14. Arbitration

14.1. Disputes arising from this Non-Disclosure Agreement may not be referred to a court of law but shall be resolved by an arbitration board in accordance with the Swedish Arbitration Act effective at the time of invoking.

14.2. The arbitration proceedings shall take place in Malmö. Swedish law shall apply.

14.3. Arbitration that is invoked with reference to this arbitration clause shall be deemed to be confidential. This confidentiality shall cover all information that emerges during the proceedings, along with decisions or arbitration rulings that are announced in respect of the proceedings. Information that is deemed to be confidential may not be disclosed to third parties in any form without the written consent of the other party.

14.4. Notwithstanding the foregoing, a party shall not be prevented from referring a matter to a court of law in order to effect available interim protective measures.

This Non-Disclosure Agreement has been executed in duplicate originals, exchanged between the Parties.

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Place and date

For E.ON Sverige Group

E.ON Sverige AB

Printed name

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Place and date

Company

CEO/Company signatory

Printed name