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| MUTUAL CONFIDENTIALITYANDNON-DISCLOSURE Agreement |
| by and between |
| Northern Lights JV DA |
| and |
| [insert COMPANY] |
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MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE Agreement

This mutual confidentiality and non-disclosure agreement (the “**Agreement**”) is entered into the [xx.xx.xx] for a period of xx years by and between:

1. **Northern Lights JV DA**, a Norwegian incorporated general partnership with shared liability, having its registered address at Byfjordparken 15, 4007 STAVANGER, with registration number 926655779 (“**Northern Lights**”) and
2. [COMPANY] [Company to fill in formal company name, address, place of incorporation and business registry number] [“insert Company short name”]

hereinafter also individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

The purpose of this Agreement is to regulate the disclosure of certain information from one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) regarding the possibility of and the commercial and technical conditions for a cooperation related to shipping and transportation of liquified CO2 to a storage infrastructure facility which Northern Lights will construct on the Norwegian Continental Shelf (“**the Project**”), for the purpose of both Parties clarifying whether such a collaboration would be commercially viable and desirable (hereinafter referred to as the “**Topic**”).

The Parties acknowledges the very sensitive nature of the existence and content of the Topic. This Agreement regulates the Parties’ confidentiality and other obligations relating to receipt and exchange of information in connection with the Project.

##### “**Confidential Information**” shall mean any and all information, knowledge and data, whether in paper or electronic format, also including information which may be transmitted or disclosed orally, in meetings, visually or by any other means, and including but not limited to information regarding or being products, services, systems, patents, patent applications, software, designs, prototypes, models, drawings, specifications, memos, methods, processes, user interfaces, algorithms, plans, analysis and copyrighted material, disclosed by the Parties or by an employee, consultant or secondee of any of the Parties regarding the Topic, including the existence and content of this Agreement.

##### Confidential Information shall not include such information which Receiving Party can show by written documentation that (i) information which was publicly available prior to the Receiving Party’s receipt of such information or thereafter becomes publicly available other than as a result of a breach of this Agreement by the Receiving Party; (ii) information which becomes available to the Receiving Party from a source other than the Disclosing Party, provided that such source is not bound with respect to that information by a confidentiality obligation towards the Disclosing Party or is otherwise prohibited from transmitting or disclosing that information by a contractual, legal or other obligation; (iii) information which was in the Receiving Party’s lawful possession prior to disclosure by the Disclosing Party or (iv) information which has been independently developed by the Receiving Party without any use of the Confidential Information.

##### The Confidential Information shall only be used by the Parties for the fulfillment of the Topic and shall not be used for any other commercial or non-commercial purposes. The Parties agree that they will not provide any detailed information about trade secrets or on-going technological developments, which are subject to any ongoing patent applications, or could potentially be patented, to the other Party.

##### The Parties agree and accept that the Confidential Information shall be kept strictly confidential and handled with the same degree of care as is used with respect to the Party’s own confidential information, and that the Confidential Information may not be disclosed to any third party, except to the Party´s Affiliates, the Participants set out in this Agreement´s Annex 1 (and any Affiliates of such Participants), including employees, consultants, secondees or professional advisors of the foregoing, which need the Confidential Information in order to fulfill the Topic and who are bound by to confidentiality either by their contract of employment or other applicable agreement which content and reach of obligations are not materially different from the obligations set out in this Agreement , and such disclosure shall only be done to the extent strictly necessary for fulfilment of the Topic.

##### To the extent the Receiving Party is required to disclose any of the Confidential Information to a public authority by virtue of law or regulation at all times applicable; or if disclosure to a third party is ordered by a court or other public authority or if required by the rules of a relevant and recognised stock exchange, the Receiving Party will promptly notify the Disclosing Party of its intention to comply so that the Disclosing Party may seek a protective order or other appropriate remedy to obtain confidential treatment of such Confidential Information. If such a protective order or other remedy is not obtained, under compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required to be furnished.

##### The above shall similarly apply to the extent a Party is required to share Confidential Information with the Government or other public body by virtue of law, regulation or other legal undertaking, including disclosure obligations ensuing from any State support agreement or similar State funding arrangements entered into between a Party and a State in connection with the Project.

#####  “Affiliate” shall mean any company which (i) a Party controls directly or indirectly, or (ii) controls, directly or indirectly, a Party, or (iii) is controlled by a company described in (i) or (ii). For the purpose of this definition, “control’ shall mean the ownership of more than 50% of the voting rights.

##### Each Party confirms that the Confidential Information will be stored safely and separately from other documents and records, so as to protect them from theft and unauthorized access. Further, each Party confirms that it will not make copies of the Confidential Information, transfer any such Confidential Information to other storage mediums or reproduce, transform or store any Confidential Information in a computer or electronic retrieval system accessible by third parties without the other Party’s prior written consent.

##### Each Party will immediately inform the other Party of any actual or imminent unauthorized disclosure or use of the Confidential Information, and shall take all necessary steps to prevent or stop such use or disclosure, as well as to avoid or minimize the negative consequences of such use or disclosure.

##### The Receiving Party is liable for any unauthorized use or disclosure of the Confidential Information, whether caused by negligence or otherwise, by the Receiving Party, its employees, consultants, secondees or professional advisors. In the event that any person or organisation to whom the Receiving Party discloses Confidential Information in accordance with article 4 above, the Receiving Party will be liable for such breaches as if it had committed the breach itself. Each Party hereby agrees to fully indemnify the other from any loss, damage, cost, liability or similar which may be caused by unauthorized use or disclosure for which the Receiving Party is liable. Upon the Disclosing Party’s request, all Confidential Information in any tangible form will be returned to the Disclosing Party or alternatively destroyed if the Disclosing Party so desires, and the Receiving Party shall also expunge any Confidential Information from any computer, processor or other device if stored on such, except for any such Confidential Information automatically generated through bona fide, pre-existing electronic archival or computer back-up systems (which are not readily accessible by end-users) or that is required to be retained by applicable laws or regulations, provided that any Confidential Information so retained shall be kept in strict compliance with the terms of this Confidentiality Agreement, which shall continue to apply for as long as the Confidential Information is retained.

##### All Confidential Information is and shall remain the exclusive property of the Disclosing Party, and no right, license or warranty, express or implied, is granted to the Receiving Party with respect to the Confidential Information unless otherwise is agreed in writing between the Parties.

##### The Parties give no express or implied representations or warranties regarding the correctness, accuracy, completeness or fitness for any purpose of the Confidential Information.

##### The obligations of confidentiality upon the Parties set forth herein shall survive any termination of this Agreement for a period of five (5) years after the expiration or termination of this Agreement.

##### This Agreement shall be governed by and interpreted in accordance with the laws of Norway. Without prejudice to the Parties' rights to take interim legal measures, such as injunctions etc., any dispute arising out of or relation to this Agreement which the Parties are not able to resolve amicably, shall be finally settled by arbitration in Stavanger, Norway, in accordance with the Norwegian Arbitration Act (Act no.25/2004), as subsequently amended or replaced. The District Court of Stavanger shall be the proper legal venue under the Norwegian Arbitration Act, Section 6. The arbitration tribunal shall consist of one arbitrator which the Parties shall jointly appoint. The hearings, submissions and the arbitrational tribunal’s decision shall be confidential.

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This Agreement has been prepared in two - 2 - originals, of which each Party has received one.

Northern Lights JV DA [COMPANY] Project

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| --- | --- |
| Børre Jacobsen Managing Director | *[name]* |

**Annex 1**

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Participants:

* Equinor Refining Norway AS
* A/S Norske Shell
* TotalEnergies EP Norge AS