# CONFIDENTIALITY AGREEMENT

**between**

***Company name***

**and**

**OLT OFFSHORE LNG TOSCANA S.p.A.**

This Confidentiality Agreement(the “**Agreement**”) is made on [----] (“**Effective Date**”) by and between,

**ALPHA**, a company established under the laws of Country and having its registered office in (hereinafter “**ALPHA**”)

 and

**OLT Offshore LNG Toscana S.p.A**., a company established under the laws of Italy and having its registered office in Italy, Milan, via Passione 8 (hereinafter “**OLT**”).

ALPHA and OLT are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”. As the context provides, the Party releasing Commercial and Technical Information (as defined below) to the other Party may also be referred to as the “**Disclosing Party**” while the Party receiving such information may be referred to as the “**Receiving Party**”.

WHEREAS:

1. ALPHA or its affiliates may be interested in loading LNG from the Floating Storage and Regasification Unit (“**FSRU**”) operated by OLT in Italy;

2. ALPHA and OLT desire to enter into discussions regarding the expression of interest published by OLT in order to identify partners interested in the service of LNG reload for SSLNG carriers (hereinafter referred to herein as the “**Project**”);

3. As part of these discussions ALPHA and OLT may exchange information, data and documents containing, amongst others, commercial, technical and operational information of the ALPHA and the FSRU, and anything else providing, directly or indirectly, information about their activities, technical features of their infrastructures, projects, objectives and, more broadly, about the Parties and their business (hereinafter referred to as “**Commercial and Technical Information**”); and

4. ALPHA and OLT wish to enter into this Agreement to protect and ensure the confidentiality of the Commercial and Technical Information to be exchanged between the Parties.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. Each Party agrees that Commercial and Technical Information received by it shall be kept strictly confidential and it shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction, or electronic transmission, without the prior written consent of the Disclosing Party, except as provided in paragraph 3 below. Any Commercial and Technical Information shall be subject to the provisions of this Agreement regardless of the means by which it has been disclosed by the Disclosing Party to the Receiving Party, including Commercial and Technical Information disclosed by mistake to the Receiving Party by the Disclosing Party.

2. Unless otherwise agreed in writing by the Parties, the Commercial and Technical Information disclosed under this Agreement shall be used by the Parties solely for the purpose of evaluating and (if applicable) implementing the Project. No other use of the Commercial and Technical Information is allowed under this Agreement.

3. The Receiving Party is entitled to disclose Commercial and Technical Information without the Disclosing Party’s prior written consent only to the extent such information:

(i) was in the lawful possession of the Receiving Party at the time of its receipt and the Receiving Party is not under an obligation to keep it confidential;

(ii) was in the public domain at the time of receipt or disclosure or subsequently becomes so other than as a result of a breach of this Agreement;

(iii) was originally considered Commercial and Technical Information under this Agreement, but subsequently became part of the public domain other than as a result of a breach of this Agreement;

(iv) is developed by or for the Receiving Party at any time independently of the Commercial and Technical Information disclosed to it, as evidenced by its written records, by persons who have had no access to or knowledge of the said confidential Information;

(v) has been or hereafter is rightfully acquired from third parties without an obligation to keep it confidential;

1. is required to be disclosed under applicable law, rules or regulations, a governmental order or decree, a ruling or judgment of a court of competent jurisdiction, or the rules of any recognized stock exchange;
2. is disclosed to an affiliate of the Receiving Party (to be intended as any entity that is controlled by, or controlling the Receiving Party, or which is subject to the same controlling entity of the Receiving Party) on a ‘need to know’ basis (to be intended as an objective need to evaluate the Commercial and Technical Information exchanged for the Project evaluation or implementation); and
3. is disclosed to the Receiving Party’s professional advisers and consultants who need to have access to the Commercial and Technical Information for the purpose to evaluate the Project evaluation or implementation, provided that the Receiving Party shall ensure that each of them has been informed of the confidential nature of the information exchanged and he/she has agreed to observe the terms of this Agreement.

4. In respect of paragraphs 3 (vii) and (viii) above, the Receiving Party shall inform all persons to whom the information exchanged is disclosed of the confidential nature of the Commercial and Technical Information and ensures that such persons shall keep such information confidential and he/she shall not disclose or divulge the same to any unauthorized person. The Receiving Party shall be responsible for any breach of this Agreement as a result of any unauthorized disclosure of Commercial and Technical Information, including any unauthorized disclosure by any person listed in paragraphs 3 (vii) and (viii) to whom the Receiving Party has disclosed the confidential Commercial and Technical Information (regardless of whether such person has entered into a separate undertaking of confidentiality or not).

5. Any confidential Commercial and Technical Information disclosed by Disclosing Party shall remain the property of such Party, and such Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Neither Party shall acquire any right, title or interest in the Commercial and Technical Information it receives pursuant to this Agreement and no action pursuant to this Agreement shall ever be construed as assigning to the Receiving Party any licence under any patent, copyright or future patent owned by the Disclosing Party, its shareholders, or any of its affiliates. Upon termination of this Agreement or within thirty (30) days of receipt of a written request from the Disclosing Party to return the confidential Commercial and Technical Information, the Receiving Party shall return all of the documentation (and any copy of the same that it may have made) containing the confidential Commercial and Technical Information that it has received from the Disclosing Party and, in case of information exchanged through electronic data, it shall delete, or procure the deletion, of all such data containing Commercial and Technical Information (other than where the Receiving Party is obliged by law or regulation or the Receiving Party’s reasonable document retention or data back-up policy to retain or that forms part of any results or reports arising out of the Project.)

1. The Parties hereby undertake to keep secret and confidential any discussions or negotiations with regard to the Project and not make any disclosure or announcement concerning, or otherwise publicise, the possibility of any arrangement between the Parties connected in any way with the Project, unless otherwise agreed between the Parties.
2. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the confidential Commercial and Technical Information to the Receiving Party as provided hereunder. The Disclosing Party, by providing such confidential Commercial and Technical Information or otherwise, neither makes, nor gives any representation, warranty or undertaking, express or implied, concerning the quality, reliability, accuracy, completeness or reasonableness of the confidential Commercial and Technical Information. The Receiving Party shall use any Commercial and Technical Information at its own risk and the Disclosing Party shall have no liability to the Receiving Party resulting from the Receiving Party’s use, whether authorized or not under this Agreement, of such Commercial and Technical Information. Nothing contained in this Agreement shall be construed as requiring either Party to enter into any business dealings, to negotiate in good faith, or to hold or to continue discussions concerning the Project. Neither this Agreement nor any actions of the Parties shall constitute or be construed to constitute a partnership, joint venture or any other cooperative relationship between the Parties.
3. The Parties agree that the breach of this Agreement by the Receiving Party could result in irreparable harm to the Disclosing Party. In the event of a breach of the obligations contained in this Agreement, the Disclosing Party shall be entitled, without prejudice to any of its other rights at law or in equity, to obtain injunctive or other equitable relief against the Receiving Party.
4. This Agreement shall be governed by and construed in accordance with the laws of Italy and any dispute arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Court of Milan, Italy.
5. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and it supersedes any prior agreement having the same scope that the Parties may have entered into.
6. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each of the Parties.
7. No failure or delay in exercising or any single or partial exercise, of any right, power or privilege under this Agreement shall operate as a waiver or preclude any further exercise of any right, power or privilege under this Agreement or otherwise. If any provision of this agreement (or part thereof) is or becomes unlawful, invalid or void, the legality, validity, and enforceability of any other part of that provision or any other provision of this Agreement shall not be affected but shall continue in full force and effect. The unlawful, invalid or void provision shall be deleted from this Agreement, but only to the extent of the same invalidity, so to preserve this Agreement to the maximum extent possible.
8. This Agreement cannot be assigned by any Party without the express prior written consent of the other Party.
9. This Agreement shall be effective from the Effective Date and shall terminate upon the Parties entering into an agreement which contains confidentiality obligations expressly superseding those contained in the Agreement or 1 January 2021 (whichever is the earlier). Upon termination of this Agreement the Receiving Party shall lose any right to use, for whatever purpose, the Commercial and Technical Information exchanged for the Project.

11. All notices and other communications given or made under this agreement or any other notices a Party can give to the other shall be in writing, in the English language and it shall be deemed to have been properly given or made if: (a) personally handed to an authorized representative of the Party for which intended; (b) sent by postage prepaid, registered (return receipt requested) mail (airmail if international); or by email to the email addresses listed below

1. To :
2. To OLT: SSLNG@oltoffshore.it

 Other email addresses may be notified by one Party to the other from time to time for the purpose of the provision of notices under this Agreement.

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IN WITNESS THEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives on the Effective Date.

#### ALPHA OLT Offshore LNG Toscana S.p.A.

By:

Name: Name: Giovanni Giorgi

Title: Title: Managing Director

 Name: Maurizio Zangrandi

 Title: Managing Director