

NON-DISCLOSURE UNDERTAKING ROUNDTABLE DISCUSSIONS

Concerning sharing of information Lightning Protection System issues on the Vestas V126 & V136 turbine models

1. This undertaking is applicable to all roundtable discussions ("**Roundtables**") facilitated by Ecopower Northern Academy Sweden AB ("**Ecopower**") and shall apply to all participants at any or all Roundtables ("**Participants**").
2. The purpose of this undertaking is to ensure that all information disclosed and discussed at Roundtables will be kept secure and not unduly disclosed to any third party or used in any unauthorized manner.
3. All Participants to Roundtables have signed separate copies of this undertaking and thus all Participants have made the same undertakings.
4. The purpose of Roundtables is to allow Attending Party or, on its behalf, any of its director, manager, employee or any other person selected to represent it at the Roundtables (collectively "**Representatives**") to discuss technical topics related to ownership and maintenance of wind turbines ("**Purpose**").
5. For the purposes of this undertaking and all Roundtables, the term "**Confidential Information**" shall include all information disclosed and discussed during Roundtables.

Under no circumstance information that have been qualified or have to be considered as a trade secret or subject to confidentiality constraints by manufacturer, service provider or supplier of the wind turbines shall be exchanged within Roundtables. Moreover, under this undertaking or of all Roundtables, Attending Party and Participants will not exchange information which include commercial or financial data, as well as contractual terms and conditions related to wind turbines. To this end, Attending Party and Participants also undertake not to, on any occasion or to any extent, engage in any form of discussion of prices or other commercial conditions or any non-public, commercially sensitive information contrary to applicable competition and antitrust laws.

Attending Party undertakes to immediately report in writing to Ecopower any unauthorized or unlawful disclosure or use of the Confidential Information in violation of this undertaking, as well as to take all reasonable steps to minimize the adverse effects of any violation and to fully cooperate with Ecopower and Participants in order to minimize such adverse effects.

6. Without prejudice to the clause 5 above, it remain understood that, for the purposes of this undertaking and of all Roundtables, the following shall not constitute Confidential Information: a) information that is already known to Attending Party or its Authorized Person (see clause 7 below) at the time of disclosure; b) information that is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this undertaking by the Attending Party or the breach of the corresponding obligations of any Authorized Person; c) information received by Attending

Party from a third party without breach of this undertaking or that is acquired on a non-confidential basis from a third party who is not prohibited from disclosing it; d) information that is developed by the Attending Party or its Authorized Persons independently of the Confidential Information received.

7. In connection with the Purpose, Attending Party may disclose Confidential Information without Ecopower's and Participants' prior written consent to its directors, officers, employees, including its consultants (collectively "**Authorized Persons**"), as well as to its Affiliates and their directors, officers and employees. It remain understood that, for the purpose of this undertaking and of all Roundtables, "Affiliate" means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition: (i) "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; and (ii) "Person" means an natural person or legal entity of whatever type.
8. Each Attending Party undertakes to share Confidential Information in good faith. Attending Party, however, makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information. To this end, Attending Party and its Authorized Persons will have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by other Participants (or their Authorized Persons).
9. Attending Party undertakes: a) not to use Confidential Information, neither on their own or through a third party, for any other purpose than the Purpose; b) not to disclose Confidential Information to any third party or in any other manner make available or allow use of any Confidential Information to or by a third party to any extent whatsoever, including but not limited to making Confidential Information available to wind turbine manufacturers, service providers or suppliers of wind turbines; c) in case of sharing of Confidential Information with persons or entities other than Representatives or Authorized Persons in order to fulfill the Purpose, to ensure that all such persons or entities acquiring the Confidential Information personally in writing accept the terms of this undertaking; d) to keep all documents, Confidential Information and other items received at Roundtables under safe custody conditions also by implementing adequate and proportionate organizational and technical measures in order to avoid, *inter alia*, any unauthorized disclosure to any third party, any unauthorized use or any unauthorized access by any third party; e) not to, without permission in writing from all other Participants, reveal for third parties the contents of this undertaking, that Confidential Information has been transferred or will be transferred or the Purpose.
10. Attending Party accepts and declares that Ecopower does not have and does not assume any liability whatsoever against Attending Party or any person(s) it selects to represent it at Roundtables.

11. Attending Party accepts and declares that it is liable for all damages that it – or any of its Representative – causes to any other Participant in violation of this undertaking or in connection with any Roundtable, with the exception of any indirect or consequential loss suffered or incurred by the other of any nature howsoever caused. This undertaking becomes effective at the date of its signature. The obligations under this undertaking remain in force for a period of 3 years after the end of each Roundtable.
12. This undertaking shall be governed by and construed in accordance with Italian law. Any dispute, controversy or claim arising out of or in connection with the present undertaking (including any question regarding its existence, validity or termination) that cannot be settled amicably by negotiation within 30 days of either Attending Party giving notice that a dispute has arisen, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“**ICC**”) by one or more arbitrators appointed in accordance with the said Rules which are deemed to be incorporated by reference into this undertaking. No award or procedural order made in the arbitration shall be published. The Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed US\$ 25 000 at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules. The place of arbitration shall be Paris (France) and the language of the arbitration shall be English.
13. Neither this undertaking nor any rights and obligations arising from it may be assigned or delegated without the prior written consent of all Participants.
14. This undertaking may not be modified except by written consent of all Participants.
15. If one or more provisions of this undertaking are, or become entirely or partially invalid or unenforceable, then this shall not affect the validity or enforceability of the remaining provisions of this undertaking. The foregoing shall also apply if this undertaking contains any regulatory gaps. Instead of the invalid or unenforceable provisions, or in order to close the gaps, a rule shall be used, which, in so far as it is legally permissible and as closely as possible reflects the purposes of Roundtables or, considering the meaning and purpose of this undertaking, effects the purpose of this undertaking.

Place, date

[ATTENDING PARTY]

Signature

Clarification of signature, title

