

# **NON-DISCLOSURE UNDERTAKING ROUNDTABLE DISCUSSIONS**

## **Concerning sharing of information on the maintenance of wind turbines and similar information related to wind turbines**

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).

The purpose of this undertaking is to secure 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.

All Participants to Roundtables have signed separate copies of this undertaking and thus all Participants have made the same undertakings.

The purpose of Roundtables is to allow owners of wind turbines to freely and simply discuss topics related to ownership and maintenance of wind turbines (Purpose).

For the purposes of this undertaking and all Roundtables, the term Confidential Information shall include all information disclosed and discussed during Roundtables; with the exception of information that a) known to Attending Party at the time of disclosure of the Information, information received by Attending Party from a third party without breach of this undertaking, or information which is or later becomes generally known in any other way than through a breach of this undertaking; where now mentioned exceptions shall apply only if Attending Party, within a term of 30 (thirty) days after receipt of the Confidential Information, notifies Ecopower in writing that the Confidential Information is subject to such exception and at the same time demonstrates how the Information was revealed to Attending Party.

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 or service providers for wind turbines; c) not to let any other persons – employees and/or consultants – receive Confidential Information than those that are inevitably required in order to fulfil the Purpose and to ensure that all persons thus acquiring the Confidential Information personally in writing accept the terms of this undertaking; d) to keep all documents and other items received at Roundtables under safe custody conditions which are acceptable in respect of secrecy requirements; and 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.

Attending Party undertakes 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 laws.

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.

Attending Party accepts and declares that it is liable for all damages that it – or any person(s) it selects to represent it – causes to any other Participant in connection with any or all Roundtables; with the exception of indirect or consequential loss suffered or incurred by the other of any nature howsoever caused.

This undertaking shall be governed by and construed in accordance with Swedish law. All disputes arising out of or in connection with the present undertaking shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. 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.

\_\_\_\_\_  
Place, date

[ATTENDING PARTY]

\_\_\_\_\_  
Signature

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Clarification of signature, title