Non-Disclosure Agreement

This confidentiality and non-disclosure agreement ("**Agreement**") is made and effective on its last date of signature ("**Effective Date**") by and between:

1. **Worley Projects GmbH,** registered with Cologne local court (*Amtsgericht Köln*) under folio no. HRB 50706, with registered office in Cologne, business address at Vitalisstraße 67, 50827, Cologne, Germany ("**Worley**")

2. **AquaDuctus Pipeline GmbH**, registered with Kassel local court (*Amtsgericht Kassel*) under folio no. HRB 19099, with registered office in Kassel, business address at Kölnische Straße 108–112, 34119 Kassel, Germany ("**AquaDuctus**")

3. [•]**,** registered with [•] under [•], with registered office in [•], business address at [•] ("[•]")

(Worley, AquaDuctus and [•] are hereinafter each individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

Preamble

(A) AquaDuctus is developing and constructing an offshore hydrogen pipeline system located in the North Sea and Worley is rendering certain services in relation thereto (the "**Project**").

(B) The Parties wish to discuss a potential engagement of [•] in connection with the Project (the "**Purpose**").

(C) The Parties may share Confidential Information in relation to the Purpose.

(D) The Parties wish to record under which the confidentiality of such information disclosed shall be preserved by and between the Parties subject to terms and conditions set forth in this Agreement.

In consideration of the benefits of sharing Confidential Information, the Parties **HEREBY AGREE**:

Definitions

In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"[•Recipient•]" has the meaning given in the Preamble;

"**Affiliate**" means, in respect of a person, that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person;

"**Agreement**" has the meaning given in the Preamble;

"**AquaDuctus**" has the meaning given in the Preamble;

"**Confidential Information**" means (i) any non-public information (including information generated as part of any work that may be performed by the Recipient), (ii) any and all information relating directly or indirectly to the Project that is disclosed or made available by a Disclosing Party to the Recipient regardless of whether the said information was disclosed in writing, orally, visually or in any other way ; (iii) any proprietary processes, engineering specifications, information relating to planning, permits, technical, commercial, financial position or projection, any and all analyzes, reports, studies, costs, methods, strategies, results, processes, formulas, patterns, devices and trade secrets, organizational, scientific or business information that is disclosed by a Disclosing Party to the Recipient, (iv) any and all information to which the Recipient may have access to as a result of visit to facilities, (v) or any intellectual property disclosed by a Disclosing Party to the Recipient, and (v) any other information disclosed by a Disclosing

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Party to the Recipient that is identified as “confidential” or “proprietary” before disclosure to the Recipient, provided, that the information described in items (i) through (iv) shall constitute Confidential Information whether or not such information is marked, designated or otherwise identified as “confidential” or “proprietary.” However, any information expressly designated or identified in writing by the Disclosing Party as “non-confidential” shall not constitute Confidential Information for the purposes of this Agreement;

"**Control**" means the right to exercise fifty percent (50%) or more of the voting rights in a company or legal entity;

"**Disclosing Party**" means either Worley or AquaDuctus disclosing Confidential Information to the Recipient;

"**Effective Date**" has the meaning given in the Preamble;

"**Parties**" has the meaning given in the Preamble;

"**Party**" has the meaning given in the Preamble;

"**Person**" means any individual natural person or legal entity, corporation, company, partnership, limited liability company, trust, association or other entity, whether or not having a separate legal personality;

"**Project**" has the meaning given in Recital (A);

"**Purpose**" has the meaning given in Recital (B);

"**Recipient**" means [•] receiving Confidential Information from any Disclosing Party;

"**Representatives**" means employees, directors, officers, agents, partners, consultants, banks, financiers, insurers managers, investment committee members, designated liaison officers and professional advisers of the relevant Party and/or its Affiliates;"

Third Party" means any Person that is not Party to this Agreement and not an Affiliate of any such Party;

"**Worley**" has the meaning given in the Preamble.

The Disclosing Parties are willing to provide Confidential Information to the Recipient solely for the Purpose, and in conjunction with the receipt of such Confidential Information, under the condition that it is recognized and treated as confidential by the Recipient. The Recipient agrees to the following terms and conditions:

1. This Agreement and its terms and conditions are considered Confidential Information hereunder. The Recipient shall not disclose any of the terms of this Agreement without the prior written approval of the Disclosing Party.

2. The Recipient shall not use (except in the furtherance of its responsibilities and obligations hereunder) or disclose to any third party or entity any Confidential Information, except that these restrictions on use and disclosure shall not apply to information that:
   a. at the time of disclosure is already in the public domain;
   b. is published or otherwise becomes part of the public domain through no fault of the Recipient, but only after, and to the extent that, it is published or otherwise becomes part of the public domain;
   c. is already in the possession of the Recipient at the time of disclosure, as evidenced by its prior written records, and that without any breach of any Third Party-agreement or contracts applicable to the parties with respect to the Project is free to disclose to others;
   d. is disclosed to the Recipient, as evidenced by its prior written records, by a Third Party who has a lawful right to disclose the information and did not acquire it directly or indirectly from the Disclosing Party; or

e. is required to be disclosed by law, legal process or governmental order; provided that the Disclosing Party is timely notified so that it is afforded a reasonable opportunity to oppose any such requirement or otherwise seek an appropriate protective order.

3. Neither the Recipient nor any of the Recipient's Representatives shall use the name or trademarks, or any part thereof, of the Disclosing Party, or any Affiliate of either in any advertising, publicity, endorsement or testimonial, or disclose the executed Agreement, or any of the terms of the Agreement, to any other party (except auditors, insurers or attorneys of the Recipient) without the written approval of the Disclosing Party, unless disclosure is made in any legally required corporate filing or upon subpoena duly issued by a court of competent jurisdiction.

4. The Recipient hereby covenants and warrants that the Recipient and its Representatives shall not (without in each instance obtaining Disclosing Party's prior written consent) disclose, make commercial or other use of, or give or sell to any third party, any Confidential Information except as authorized in this Agreement.

5. The Recipient shall use all reasonable precautions to ensure that all Confidential Information is properly protected and kept from unauthorized persons. The Recipient shall limit disclosure of, access to, and use of the Confidential Information only to its Representatives, who need such access on a "need to know" basis for the Purpose and who are informed of the confidential nature of the Confidential Information. The Recipient shall require such person to agree in writing with the Recipient, for the express benefit of the Disclosing Party, to be bound by the confidentiality provisions that are no less stringent than those contained in this Agreement. Notwithstanding the preceding sentence, the Recipient shall not disclose to or discuss with any Third Party any affairs of the Disclosing Party or any of their Affiliates without the Disclosing Party's specific written authorization.

6. If the Recipient or any of its Representatives receives a request, through a subpoena or order issued by a court or by any governmental authority, or by any arbitrator in connection with an arbitral proceeding concerning this Agreement, to disclose all or any part of the Confidential Information received by the Recipient, the Recipient shall promptly inform the Disclosing Party of such request.

7. All right, title and interest in and to Confidential Information, including any information generated as part of any work that may be performed by the Recipient in furtherance of the Purpose, shall at all times remain the exclusive property of Disclosing Party's. Notwithstanding the foregoing, this Agreement shall not constitute any representation, warranty or guarantee to the Recipient by the Disclosing Party with respect to any third-party rights to the Confidential Information and the Disclosing Party shall be held liable for any errors, omissions or other inaccuracies in the Confidential Information or for incomplete Confidential Information or the use or the results of the use of the Confidential Information. Any and all information as submitted and/or revealed cannot be considered as "rely upon" information.

8. Upon completion or termination of the Project, the Recipient shall return to the Disclosing Party or destroy all written, tangible and electronic forms of the Confidential Information, including all copies of Confidential Information that Recipient may have in its possession at the time the request is made. Recipient shall, upon request, provide the Disclosing Party with either an officer's certificate or a sworn affidavit evidencing compliance with this provision. Should the Confidential Information be destroyed or deleted, the Recipient shall provide proof of the destruction or deletion of the said Confidential Information by means of written confirmation, which is to be signed either by a member of the management team or a member of the board of directors.

9. Without prejudice to the rights and remedies otherwise available to the Disclosing Party, the Recipient acknowledges and agrees that any breach of this Agreement by the Recipient or any of its Affiliates or any other person to whom the Recipient directly or indirectly disclosed Confidential Information breaches or threatens to breach this Agreement would cause immediate and irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Therefore, the Disclosing Party will be entitled to injunctive relief, to include reasonable legal fees and costs incurred in attaining such relief, for the Recipient's breach of any of its obligations hereunder without proof of actual damages. The Recipient further agrees to waive any requirement of the posting of a bond or other security in connection with any such equitable relief. The remedies

in this Section 9 shall not be deemed exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

10. All notices or other communications under this Agreement shall be in writing and shall be delivered by hand, against written receipt, mailed by registered mail or sent via email to the Party at the following addresses:

to Worley at
Phone: +31886257597
Email: Ron.denhouting@worley.com

to AquaDuctus at
Phone: +49 561 934-1444
Email: mirko.brill@gascade.de

to [•] at
Phone: [•]
Email: [•]

11. Nothing in this Agreement shall be deemed or construed as creating a relationship of principal and agent, employer and employee, partnership, or joint venture participants between any of the Parties and no provision in this Agreement nor any acts of the Disclosing Party shall be deemed to create any relationship other than that of independent contractors. No Disclosing Party grants a license of any kind to the Recipient.

12. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement by the Recipient. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.

13. Neither the rights nor the obligations of the Recipient under this Agreement may be assigned, transferred, sub-contracted or otherwise disposed of, in whole or in part, without the Disclosing Party's prior written consent. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of Recipient.

14. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the provisions of private international law and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the German Institution of Arbitration (DIS), Frankfurt am Main, Germany. The seat of arbitration shall be Frankfurt am Main, Germany. The language to be used in the arbitral proceedings shall be German.

15. [•The specific clauses of the Agreement identified in Schedule 1 are incorporated into and form part of this Agreement, mutatis mutandis, as if expressly set out herein and as modified to apply to the Recipient.•]

16. Disclosing Party's Personal Data Protection Notice

    a. The personal information the Recipient provides as part of the Disclosing Party's business relationship with the Recipient will be used by or on behalf of the Disclosing Party and its Affiliates:

        - To carry out due diligence on the Recipient and/or the Recipient's company as a prospective counterparty to a Disclosing Party. This includes assessing financial standing, HSSE profile, technical and quality standards and corruption/money laundering risk.

- If necessary, to enter into or perform this Agreement with the Recipient.

b. The Disclosing Parties consults private risk intelligence databases and publicly available sources of information, such as sanction lists, on an ongoing basis in order to comply with its internal anti-money laundering, and bribery and corruption prevention processes, and to prevent, detect or investigate dishonesty, malpractice or seriously improper conduct.

c. If the Recipient chooses to provide the Disclosing Party with personal information on Representatives and/or owners of Recipient's company or any Third Party's personal information (such as name, email or phone number), the Recipient represents that the Recipient has the relevant person's permission to do so.

d. The Disclosing Parties may share the Recipient's personal information:

- With Third-Party service providers who perform business operations on a Disclosing Party's behalf.
- As part of a sale of a Disclosing Party's subsidiary or brand to another company.
- To protect and defend a Disclosing Party.
- When required by law and/or government authorities.

e. Given the global nature of the respective Disclosing Party's business, personal information may be transferred internationally for these purposes (but remains protected by the Disclosing Party Privacy Statement).

f. The Disclosing Party retains personal information:

- Only as long as is necessary for the purpose for which the Disclosing Party obtained them and any other permitted linked purposes (for example, where relevant to the defense of a claim against the Disclosing Party). If information is used for two purposes, the Disclosing Party will retain it until the purpose with the latest period expires; but the Disclosing Party will stop using it for the purpose with a shorter period once that period expires.

- The criteria used to determine the Disclosing Party's retention periods include: (i) the length of time the Disclosing Party has an ongoing relationship with the Recipient and engage their services, (ii) whether there is a legal obligation to which a Disclosing Party is subject; or (iii) whether retention is advisable in light of Disclosing Parties legal position (such as applicable statutes of limitations, litigation or regulatory investigations).

g. The Disclosing Party's retention periods are based on business needs and the Recipient's information that is no longer needed is either irreversibly anonymized (and the anonymized information may be retained) or securely destroyed.

h. If the Recipient does not wish to provide the Recipient's personal information to the Disclosing Party, the Disclosing Party may not be able to proceed with a business relationship with the Recipient.

17. This instrument constitutes the entire agreement between the Parties and it supersedes and cancels all prior negotiations, understandings, and agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement. This Agreement can be amended only by written document signed by all Parties.

18. This Agreement shall be signed via Docusign or Adobe Sign by means of an authorized (natural) person.

19. This Agreement will survive the Project as mentioned and remain valid for a period of 5 years, as of the Effective Date. If, at the end of the Purpose information, knowledge, documents and data still require confidentiality, the Parties agree that, at the request of the contracting authority, the applicant will agree to an extension of this period.

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Accepted and Agreed:

Worley Projects GmbH

By: Supply chain

Print Name: Ron den Houting

Title: Director Procurement-Contracts

Date: _____

AquaDuctus Pipeline GmbH

By: _____

Print Name: Mirko Brill

Title: Procurement Manager

Date: _____

AquaDuctus Pipeline GmbH

By: _____

Print Name: Sven Becker

Title: Managing Director

Date: _____

Worley Projects GmbH

By: _Project management

Print Name: Martijn van Driel

Title: _____

Date: _____

Recipient

By: _____

Print Name: _____

Title: _____

Date: _____

Non-Disclosure Agreement

Recipient

By: _____

Print Name: _____

Title: _____

Date: _____

Schedule 1

Project Agreement Clauses as modified to apply to Recipient and adopted as part of this Agreement.

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