



NON-DISCLOSURE AGREEMENT

(NDA)

EBG / Batterij Meerstad Noord B.V. and the Counterparty are hereinafter each referred to as a "Party" and together as the "Parties", or as the "Recipient" and/or the "Discloser", as the context requires.

RECITALS

The Parties are conducting a procedure with the aim of entering into a tolling agreement, hereinafter referred to as the "Purpose".

In connection with the Purpose, the Parties may disclose sensitive confidential information to each other and agree to share certain Confidential Information (as defined below) with each other in accordance with the terms of this agreement.

And agree as follows:

ARTICLE 1 - DEFINITIONS

In this agreement, the following terms have the meanings set out below:

"Confidential Information"	All information provided by or on behalf of the Discloser to the Recipient on or after the Effective Date in connection with the Purpose. This includes, without limitation: proprietary technical and commercial information, inventions, patent applications, trade secrets, know-how, business information such as studies, price overviews, calculations, forecasts, financial information, financing documents, business and product development, as well as the existence of discussions between the Parties.
"Discloser"	The Party that discloses the Confidential Information.
"Recipient"	The Party that receives the Confidential Information.
"Representatives"	The Affiliates and/or the directors, officers, employees, consultants or professional advisors of each Recipient.
"Affiliate"	A party in which a Party holds a direct or indirect equity interest and/or control, or a party that directly or indirectly holds shares in a Party, including Group Companies.



"Group Company"	A party that is affiliated with a Party within the meaning of Article 2:24b of the Dutch Civil Code.
"Effective Date"	The date on which the Counterparty signs the Registration Form.

ARTICLE 2 - CONFIDENTIALITY

2.1 Each Recipient shall keep all Confidential Information secret and strictly confidential, take all necessary precautions and use all means to prevent unauthorised use or disclosure.

2.2 Each Recipient shall use the Confidential Information solely for purposes related to the Purpose and for no other purpose.

2.3 No Recipient shall disclose any Confidential Information to a third party without the prior written consent of the Discloser, unless expressly agreed otherwise.

2.4 Each Recipient may disclose Confidential Information to its Affiliates and Representatives on a need-to-know basis and only insofar as necessary for the Purpose. Each Recipient agrees to use reasonable efforts to:

- instruct such Representatives not to use the Confidential Information for any purpose other than the Purpose, and not to disclose it without the prior written consent of the Discloser;
- ensure that such Representatives are bound by confidentiality obligations.

2.5 Each Recipient is responsible for breaches of this agreement by its Representatives as if the Recipient had committed the breach itself.

2.6 No Recipient shall attempt to obtain licences or rights on the basis of Confidential Information, nor assist any third party in doing so.

2.7 No Recipient shall use Confidential Information to compete with or gain an unfair advantage over the Discloser.

ARTICLE 3 - EXCEPTIONS

3.1 A Party is not obliged to keep the Confidential Information of the other Party confidential if and insofar as the information:

- was already publicly known before disclosure or subsequently becomes publicly known without breach of this agreement;
- was already known to the Recipient before disclosure by the Discloser, as demonstrated by sufficient evidence;
- has been independently developed by the Recipient without use of the Confidential Information;
- has, after disclosure, been lawfully received from a third party who was entitled to disclose the information without restriction.

3.2 Specific details of Confidential Information shall not be deemed to be in the public domain merely because more general information is public.



3.3 If a Party is required by law, regulation or court order to disclose Confidential Information, it shall – insofar as permitted – notify the other Party thereof in writing in advance and disclose only the part that is legally required.

ARTICLE 4 - RETURN OF CONFIDENTIAL INFORMATION

4.1 The Parties undertake, at the first request of the other Party, to return or destroy all Confidential Information and copies thereof and, insofar as technically feasible, to erase all computer files containing such information.

4.2 A Party may retain a copy if required by law, regulation or internal document retention policy. Electronic files in automatic back-up systems may be retained.

ARTICLE 5 - OWNERSHIP OF CONFIDENTIAL INFORMATION

5.1 All rights and interests in and to the Confidential Information provided, as well as derivatives thereof, remain the exclusive property of the disclosing Party, including intellectual property rights.

5.2 This agreement does not imply any transfer of rights, assignment or grant of licence in respect of the Confidential Information.

ARTICLE 6 - PENALTY CLAUSE

6.1 If the Recipient or its Representatives breach any obligation under this agreement, the Recipient shall forfeit to the Discloser – without any notice of default being required – an immediately payable penalty of € 10,000 per breach, plus € 1,000 for each day the breach continues.

6.2 This is without prejudice to the Discloser's right to claim full compensation for the damage actually suffered.

ARTICLE 7 - TERM

7.1 This agreement takes effect on the Effective Date and remains in full force for a period of 12 months.

7.2 The confidentiality obligations remain in full force after termination, rescission or annulment of this agreement.

ARTICLE 8 - GOVERNING LAW AND COMPETENT COURT

8.1 This agreement is governed by Dutch law.

8.2 All disputes arising from or in connection with this agreement shall be submitted exclusively to the competent court of the District Court of Northern Netherlands (rechtbank Noord-Nederland), Groningen location.

ARTICLE 9 - MISCELLANEOUS

9.1 Amendments to this agreement are only valid if recorded in writing and signed by both Parties.

9.2 This agreement may not be assigned without the prior written consent of the other Party.



9.3 The Recipient shall immediately notify the Discloser in writing of any unauthorised release of, or breach relating to, Confidential Information.

ARTICLE 10 - NO OBLIGATION

10.1 This agreement does not oblige the Parties to enter into any further agreement or cooperation. Each Party retains the right to terminate the discussions at any time or to enter into similar discussions with third parties.

ARTICLE 11 - SEVERABILITY

11.1 If any provision of this agreement proves to be unenforceable or invalid, the remaining provisions shall remain in full force. The invalid provision shall be amended so that it reflects the intentions of the Parties as closely as possible.