**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

(The **“Agreement”**)

**On the one hand,**

**ENAGAS INFRAESTRUCTURAS DE HIDRÓGENO, S.L.U.** **(“Enagás”),** with registered office at Paseo Olmos, 19, Madrid, 28005 and provided with CIF number B-10580116, and in its name and representation D. Jesús Manuel Gil Jiménez, empowered for this act of agreement with the powers resulting from the deed of power authorized by the Notary of Madrid, D. Francisco Calderón Álvarez, on date April 22nd, 2022, number 2.085 of its protocol.

**On the other hand,**

[•] **SL (“Company”)**, **with** registered office at [•] and provided with CIF number [•] and in its name and representation [•], empowered for this act in accordance with the powers that result from the deed of power authorized by the Notary of [•], Mr./Ms. [•], on date [•], number [•] of its protocol.

For the purposes of this Agreement, the expression "**Party**" or the "**Parties**" will respectively designate Enagás and the Company, individually or jointly, respectively.

Any of the Parties will be **considered** the "**Disclosing Party**" when, within the terms of this Agreement, it discloses the Confidential Information as defined in Stipulation 1 and "**Receiving Party**" any of the Parties when, within the terms of this Agreement, it is who receives the Confidential Information from the other Party.

Both Parties recognize **sufficient** legal capacity to contract and be bound, and in particular, for the conclusion of this Agreement, of which as background

**DECLARE**

1. Enagás and the Company will exchange certain information and materials within the framework of the Call for Interest (“***CFI***”) initiated by Enagás for the project “*Market consultation for the development of a renewable hydrogen grid*” (the “***Project***”), as well as in connection with a possible subsequent Open Season process (including its non-binding and binding phases), and to which the Society has been invited to participate.
2. To guarantee the confidentiality of said information and materials, the Parties enter into this confidentiality agreement (the "**Agreement**") in accordance with the following:

**STIPULATIONS**

1. The Parties undertake not to disclose to third parties confidential information that they may receive from the other Party, and to give said information the same treatment that they would give to their own confidential information. "***Confidential Information***" shall be understood as all data, information, prices, statements, or knowledge of financial, tax, legal, technical, operational and management content, patents, copyrights, trade secrets, know-how, strategic price planning, economic formulas, contracting requirements, lists of suppliers and clients, models, sketches, drawings, organization processes, algorithms, software programs and source documents, product designs, etc., which are obtained or prepared by either Party or their respective Representatives, as these are defined in Stipulation 2, and which are disclosed to the other in connection with or for the purpose of the Project, whether orally or in writing or by any electronic, magnetic or other means (hereinafter, "***Confidential Information***").

In addition, all analyses, reports, compilations, forecasts, studies, summaries, memoranda, or any other data, information, documents, or materials prepared by the Parties or their Representatives that contain, reflect, or have been prepared based on the information described in the preceding paragraph, including that which is disclosed on the occasion of the negotiations held by the Parties, shall be considered as Confidential Information.

This definition will not prevent the application of the relevant binding rules regarding the confidentiality of sensitive information for commercial purposes and the obligation not to disclose confidential information about its own activities in a discriminatory manner that may imply any commercial advantage imposed on the network operator by virtue of article 68.d) of Law 34/1998, of October 7, on the hydrocarbons sector (hereinafter, “**LSH**”).

1. The Receiving Party shall not disclose the Confidential Information without the prior written consent of the Disclosing Party, other than to its directors, officers, employees, and Affiliates -as said term is defined in the following paragraph-, as well as individual representatives, attorneys, consultants and each of their respective individual directors, officers, and employees, if any, to whom the Receiving Party desires to disclose such Confidential Information to evaluate it to negotiate or consummate any projects (those individuals who are directly or indirectly disclosed Confidential Information by the Receiving Party are collectively referred to herein as the "***Representatives***"), provided that the Receiving Party shall inform its Representatives of the confidential nature of the information and the Receiving Party shall be responsible for such Representatives’ compliance with the terms of this Agreement.

For the purposes of this Agreement, “***Affiliate***” shall mean an entity that, concerning a Party, **(i)** controls it directly or indirectly; **(ii)** is under the same direct or indirect ownership or control; or **(iii)**, is directly or indirectly controlled by such Party. For these purposes, “***Control***” means **(i)** the right to exercise the voting right of at least 50% of the share capital in voting carried out in the General Shareholders’ meetings, **(ii)** the right to appoint the majority of the members of the governance body, or **(iii)** having a significant influence over a company.

However, in the case of Enagás, "***Affiliate***" shall be understood as **(i)** the sole shareholder of ENAGAS INFRAESTRUCTURAS DE HIDRÓGENO, S.L.U., that is, Enagás, S.A.; and **(ii)** all entities that are under the same ownership of Enagás, S.A., with a 100% shareholding.

1. The Receiving Party undertakes to take appropriate and necessary preventive measures to keep confidential the Confidential Information of the other Party. This duty will include the obligation to inform the employees using such information of its confidential nature and that it may not be disclosed to third parties.
2. The Receiving Party agrees that the “Confidential Information” received from the other Party is and shall at all times remain the property of the other Party, and that no intellectual or proprietary rights in such Confidential Information are expressly or impliedly conferred hereunder.
3. Each Party represents that it has the right to disclose and provide the Confidential Information to the Receiving Party for the Call for Interest, except as otherwise provided in this Stipulation 5. The Disclosing Party does not offer any guarantee as to the completeness, accuracy, suitability for any particular purpose or any use of the results based on this Confidential Information.

The Disclosing Party disclaims any responsibility for any action taken by the Receiving Party based on its analysis or other use of the Confidential Information, including, among others, any investment, adjustment or modification of the products it produces and/or services provided by the Receiving Party in light of such use of the Confidential Information, and the Receiving Party acknowledges that the Disclosing Party shall have no liability or liability as a result of the Receiving Party's use of the Confidential Information.

1. The Parties agree that, in the event that the Receiving Party partially or totally breaches its obligations under this Agreement, it shall be liable for all damages caused to the Disclosing Party by the relevant breach.
2. The definition of "Confidential Information" shall not include that which,
3. Is known by the Receiving Party prior to its delivery by the Disclosing Party, such information being free of any duty of confidentiality, as evidenced by documents in its custody;
4. Is developed or elaborated independently by or at instance of the Receiving Party, or has been legally received, free of restrictions, from other sources with right to disclose it;
5. Is or becomes publicly available, other than as a result of disclosure in breach of this Agreement by the Receiving Party; and
6. Is delivered by a third party without such delivery being a breach of any confidential obligation included in this Agreement.
7. The Receiving Party may disclose Confidential Information to the minimum extent required by: **(a)** any order from any court of competent jurisdiction or any competent judicial, governmental, or regulatory body; **(b)** the rules of any stock exchange on which the shares of the Receiving Party are listed; **(c)** the laws or regulations of any country with jurisdiction over the affairs of the Receiving Party or **(d)** in the event that the law requires reporting it to a regulatory authority or body, such as the National Commission for Markets and Competition.

Prior to the disclosure of the information, the Receiving Party must: **(a)** to the extent permitted by law, inform the Disclosing Party without undue delay about the existence and scope of its obligation to disclose such information and the precise circumstances (except for information required to be disclosed to the National Commission for Markets and Competition under additional provision 38 of the LSH); and **(b)** disclose to the relevant public authority, body or court only that portion of the Confidential Information the disclosure of which is legally required.

1. Once this Agreement is terminated, all “Confidential Information” delivered by the Disclosing Party by written means or recorded in a magnetic format or any other kind of tangible means, shall be returned to the Disclosing Party or, if applicable, destroyed by the Receiving Party, depending on the case, if requested by the Disclosing Party.

At the request of the Disclosing Party, the Receiving Party must certify in writing that all Confidential Information received by the Recipient, including all copies thereof, as well as all materials containing such Confidential Information, have been destroyed.

1. This Agreement is of a commercial nature, and shall be governed by its own clauses, and in all matters not foreseen therein, the Parties will abide by Spanish legislation and, specifically, by the provisions of the Commercial Code and commercial uses and, in its absence by the provisions of the Civil Code.

The Parties agree to submit all disputes arising from the execution or interpretation of this Agreement to the ordinary courts of the city of Madrid, expressly waiving their own jurisdiction, if they were entitled to another jurisdiction. Without prejudice to the precautionary measures that the Disclosing Party may request before any other competent courts to enforce the terms of the Agreement.

1. Nothing in this Agreement shall grant to a Party the right to make commitments of any kind for or on behalf and or for account of the other Parties without the prior written consent of the other Party.

Furthermore, no amendment or modification of the terms and conditions of this Agreement shall be valid and binding on the Parties unless made in writing and signed by an authorized representative of both Parties.

1. This Agreement shall be binding upon the Parties hereto and their respective successors, assignees, subsidiaries, and affiliates.

The Parties may not assign or transfer any of the rights and obligations derived from this Agreement without the prior consent of the other Party unless the assignment is made to some of the affiliated companies of the Parties.

1. In the event that the execution of the object of the Agreement involves the processing of personal data owned by one of the Parties by the other, said processing will be subject to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 ("**GDPR**") and the Organic Law on Data Protection and Guarantee of Digital Rights 3/2018 of December 5 (**LOPDGDD**), regarding the processing of personal data and free circulation of these data (or regulations that develop and/or replace them), obliging the Parties to carry out any additional actions that may be necessary for the correct compliance with current legislation and regulations on the protection of personal data. The Party that processes the data will have the status of data processor (“**Data Manager**”).

For this purpose, the Parties, when they have the status of Data Manager, undertake to collaborate with the person in charge to guarantee compliance with the obligations established in articles 32 to 36 of GDPR and concordant of the LOPDGDD regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data.

1. This Agreement, as well as the confidentiality obligations imposed by this Agreement on both Parties will remain in force for two (2) years from the digital signature date of this Agreement.

Digitally signed by and on behalf of **Enagás**

Signature: [•]

Name: Jesús Manuel Gil Jiménez

Function: Hydrogen Director, Enagás S.A.

Digitally signed by and on behalf of [•]

Signature: [•]

Name: [•]

Function: [•]