

# Energia Group NI Holdings Limited

Greenwood House

64 Newforge Lane

Belfast BT9 5NF

Website: www.energiagroup.com

To: [●]

(**Counterparty)**

Date: [●]

Dear Sirs

Confidentiality Letter

1. **DISCLOSURE**
	1. Energia Group NI Holdings Limited (**Energia**) wishes to appoint a Client-Side Advisor to support it in the overall delivery of Energia’s Finance’s Transformational Programme (Tender Reference EGTI2505) and wishes to exchange information with the Counterparty (i) to enable it to prepare a possible submission for the role of client side advisor and (ii) during any subsequent provision of services (**Purpose**).
	2. In this letter agreement:
2. **Confidential Information** means all confidential or proprietary information (however recorded or preserved) relating to the Purpose (and for the avoidance of doubt includes any confidential or proprietary information in respect of the business, customers, clients, suppliers, plants, intentions, market opportunities, operations, processes, product information , know-how, technical information, designs or software of Energia or any member of its Group, and any information, findings, data or analysis derived from such confidential or proprietary information) that is disclosed or made available after the date of this letter agreement (in any form or medium), directly or indirectly, by the Provider to the Recipient but does not include any information which the Recipient can demonstrate to the Provider as having been developed by the Recipient independently of the information disclosed by the Provider.
3. **Group** means a company, its subsidiaries and undertakings, any holding company or parent undertaking of such company, and all other subsidiary undertakings or subsidiaries of any such holding company or parent undertaking as the case maybe from time to time.
4. **Provider** means Energia, being the party that discloses or makes available, directly or indirectly, its Confidential Information.
5. **Recipient** means the Counterparty, being the party that receives or obtains, directly or indirectly, Confidential Information.
	1. In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:
6. keep the Confidential Information secret and confidential;
7. not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose;
8. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose; any such copies, reductions to writing and records shall be the property of the Provider;
9. not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form any form or by any means outside the Recipient’s usual place of business;
10. apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use; and
11. only make disclosure of the Confidential Information in accordance with paragraph 1.4 and paragraph 1.5. Any other disclosure can only be made with the Provider's prior written consent.
	1. The Recipient may disclose the Confidential Information to such of its officers, employees and professional advisers and those affiliated companies within its Group (**Representatives**) that need to know the relevant Confidential Information solely for the Purpose, provided that:
		1. it procures that each such person to whom the Confidential Information is disclosed complies with the obligations of confidentiality set out in this letter agreement; and
		2. the Recipient hereby agrees to be responsible for any breach of this letter agreement by its Representatives.
	2. The Recipient may disclose the Confidential Information to the minimum extent required by:
12. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
13. the rules of any listing authority or stock exchange on which its shares are listed; or
14. the laws or regulations of any country with jurisdiction over it,

provided that the Recipient shall:

(i) without undue delay after becoming aware of such requirement, notify the Provider of such disclosure; and

(ii) only disclose that portion of the Confidential Information that is legally required to be disclosed.

1. **LIMITATIONS ON OBLIGATIONS**

The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:

1. that it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this letter agreement; or
2. was already lawfully known to the Recipient before it was disclosed by the Provider; or
3. has been received by the Recipient from a third party source that is not connected with the Provider and that such source was not under any obligation of confidence in respect of that information.
4. **RETURN OF THE CONFIDENTIAL INFORMATION**
	1. If requested by the Provider at any time, the Recipient shall immediately destroy or return to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically and legally practicable).
	2. The Provider may request the Recipient to confirm in writing that it has complied with any of the obligations in paragraph 3.1.
	3. Nothing in paragraph 3.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this letter agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this paragraph 3.2.
5. **TERM AND TERMINATION**
	1. If either party decides not to continue to be involved in the Purpose with the other party, it shall notify that party immediately.
	2. Notwithstanding the termination of the parties’ engagement in relation to the Purpose pursuant to paragraph 4.1, the obligations of each party shall continue for a period of two years from the disclosure of the Confidential Information by the Provider.
	3. The termination of the parties’ engagement in relation to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.
6. **RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**
	1. The Provider preserves all its rights in the Confidential Information. The disclosure of Confidential Information by the Provider to the Recipient does not give the Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this letter agreement.
	2. The Recipient acknowledges that:
7. the disclosure of Confidential Information by the Provider shall not form any offer by, or representation or warranty on the part of, the Provider to enter into any further agreement with the Recipient in relation to the Purpose;
8. the Confidential Information may not be accurate or complete and the Provider makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy of completeness; and
9. damages alone would not be an adequate remedy for any breach of the terms of this letter agreement. Accordingly, the Provider shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this letter agreement.
10. **GOVERNING LAW**

This letter agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

1. **JURISDICTION**

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

Please sign and return a copy of this letter agreement if you agree to its terms.

Yours faithfully

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position:

For and on behalf Energia Group NI Holdings Limited

**[I / We] acknowledge receipt and agree to the terms of this letter agreement:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position:

For and on behalf of [●]