

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is made and effective [REDACTED], 2019 by and between "Qartli Wind Farm" LLC (hereinafter "QWF"), having its actual address at Baratashvili st #8, 4<sup>th</sup> floor, Tbilisi, Georgia, represented by the Chairman of the Board of Directors Mr. Tornike Kazarashvili and [REDACTED] (hereinafter [REDACTED]) having its registered address at \_\_\_\_\_ represented by the Managing Director \_\_\_\_\_

QWF and \_\_\_\_\_ individually referred to as "**Party**" and together referred to as the "**Parties**"

In order to ensure participation in the auction announced to sell 100% of the shares of "Qartli Wind Farm" LLC and gain access to relevant confidential information parties are acting in accordance with the Georgian legislation and conclude the present confidentiality and non-disclosure agreement with following terms:

### 1. Confidential Information.

In order to participate in the auction process regarding selling 100% of the shares of QWF, the Parties propose to disclose certain confidential and proprietary information to each other (the "**Confidential Information**") as defined herein below, concerning any financial and/or technical information and novelty inculcated by QWF including any form of fund raising, project design schemes, project development & management activities. The Party receiving the Confidential Information (meaning QWF or the other party as the case may be) is subsequently referred to as the "**Recipient**". Confidential Information shall include all data, materials, specifications, manuals, business plans, marketing plans, technical, commercial and financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to the Recipient by the other Party. Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is disclosed by the other Party in writing; and/or in any other manner. Nothing herein shall require the Parties to divulge any of their information except the following conditions:

- (i) information which at the time of disclosure is in the public domain, or which after disclosure becomes part of the public domain without violation of these confidentiality provisions;
- (ii) information which at the time of disclosure was already in the possession of the Parties and was not previously acquired from the Parties directly or indirectly, and
- (iii) information which is required by law or any governmental authority to be disclosed

### 2. Recipient's Obligations.

A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to the other Party, and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business or legal relationship with the other Party, and shall disclose it only to its officers, directors, or employees or officers, directors, or employees of any of its Affiliates with a specific need to know and to such advisors and consultants who have entered into a comparable confidentiality agreement or who are bound to confidentiality by the rules of their profession. "**Affiliate(s)**" in this Agreement means as to a Party, any other entity that, directly or indirectly, controls or is controlled by or is under common control with the Party in question, for which purpose "control" means the ownership of at least fifty one (51%) of the share capital. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from the other Party to any other party whatsoever except with the specific prior written authorization of the other Party.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of the other Party, Recipient shall return all Confidential Information received in written or

tangible form, including copies, or reproductions or other media containing such Confidential Information, within fifteen (15) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to the other Party regarding destruction within fifteen (15) days thereafter.

C. Recipient shall be fully liable to the other Party of any losses that may arise from the disclosure of the confidential information without the consent of such a Party.

**3. Term.**

The obligations of Recipient herein shall be effective five (5) years from signing of this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Recipient.

**4. Other Information.**

Recipient shall have no obligation under this Agreement with respect to Confidential Information, which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; and/or the disclosure of the Confidential Information is requested by a governmental authority.

**5. Governing Law and Equitable Relief.**

This Agreement shall be governed by, construed and interpreted in accordance with the laws of Georgia without reference to its rules on conflicts of laws.

The Parties agree to amicably resolve all discrepancies relating to the application or interpretation of this Agreement. If the Parties fail to reach an amicable settlement, all disputes arising out of or in connection with the present Agreement shall be submitted to the exclusive jurisdiction of Georgian courts; .

**6. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof between the Parties. This Agreement may be modified only by a further writing that is duly executed by both Parties.

**7. No Assignment.**

Recipient may not assign this Agreement or any interests herein without the other Party's express prior written consent.

**8. Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**9. Notices.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to the addresses stated above. However notices or communications regarding the termination or default notices will be accepted as having been notified only if sent with telegraph or registered mail, delivered after receiving the return receipt, according to the correct procedure, and according to the Georgian law, at the date of the notification.

This Agreement have been signed by the Parties, in 2 (two) original copies.

**Qartli Wind Farm, LLC**

Tornike Kazarashvili

Chairman of the Board of Directors

Signed:

Date: