

IU Appendix 1.1.25**CONFIDENTIALITY UNDERTAKING**

This confidentiality undertaking (the “**Confidentiality Undertaking**”) is made by

- (1) [Statslig Vind Holding A/S], business registration no. [●], [ADDRESS], [POSTAL NO. AND CITY], Denmark (“**State Holding**”);

in favour of

- (2) [NAME] business registration no. [●], [ADDRESS], [POSTAL NO. AND CITY], [COUNTRY] (the “**Concessionaire**”).

Terms and expressions defined in the Undertaking shall have the same meaning in this Confidentiality Undertaking unless the context requires otherwise.

CONFIDENTIALITY UNDERTAKING

State Holding hereby issue this Confidentiality Undertaking to gain access to the Data Room and the Concessionaire’s Executive Board and key employees in order for State Holding to conduct its due diligence investigation prior to the completion of the Investment as stipulated, *inter alia*, in Clause 2.2(c) of the General Terms.

1. CONFIDENTIAL INFORMATION

- 1.1 “**Confidential Information**” in this Confidentiality Undertaking shall mean the Due Diligence Material and any non-publicly available information, data and documentation regarding the Concessionaire, which is obtained by or provided to State Holding or any Authorised Recipient (as defined in clause 2.1) by or on behalf of the Concessionaire after the date of this Confidentiality Undertaking. Additionally, Confidential Information shall include any documents prepared by State Holding or any Authorised Recipient to the extent containing or otherwise referring to the aforementioned information.

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2. HANDLING OF THE CONFIDENTIAL INFORMATION

- 2.1 State Holding accepts that it may only use the Confidential Information for the purpose of completing the Investment, and that any other use may only take place with the prior written consent of the Concessionaire.
- 2.2 State Holding undertakes to hold and use the Confidential Information under appropriate measures to ensure that the Confidential Information does not come into the knowledge of any third party. State Holding accepts that it may not disclose the Confidential Information to any Person other than its directors, employees, owners, professional advisers and consultants, who are subject to ordinary duty of confidentiality (such Person who accesses Confidential Information, a “**Authorised Recipient**”). Any Authorised Recipient must be informed of the content of this Confidentiality Undertaking and must have undertaken to comply herewith prior to the disclosure of the Confidential Information.
- 2.3 Notwithstanding this Clause 2, State Holding is entitled to use and disclose the Confidential Information to the extent (i) it is legally obligated to do so pursuant to applicable law or valid court order, provided that State Holding notify the Concessionaire of such use or disclosure, or (ii) the Confidential Information becomes generally available to the public, other than as a result of a breach of this Confidentiality Undertaking.

3. DURATION

- 3.1 This Confidentiality Undertaking shall automatically terminate on the earlier of (i) the date of completion of the Investment; or (ii) 12 months from the date of signing of this Confidentiality Undertaking.

4. REMEDIES AND ENFORCEMENT

- 4.1 In the event of a breach of this Confidentiality Undertaking, all legal remedies pursuant to Danish Law shall be available to the Concessionaire, including to apply for an injunction without security.

5. SUPERSESSION

- 5.1 In case of conflict between this Confidential Undertaking and any user terms of the Data Room, this Confidentiality Undertaking shall be deemed to supersede such conflicting user terms.

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- 6.1 If any provision of this Confidentiality Undertaking is or becomes illegal, invalid or unenforceable in any respect under applicable Law, this shall not affect or impair any other provision of this Confidentiality Undertaking.

7. GOVERNING LAW AND ARBITRATION

- 7.1 Clauses 3 and 4 of the General Terms shall apply *mutatis mutandis* to this Confidentiality Undertaking.
- 7.2 The agreement on arbitration shall not prevent the Beneficiaries from applying for an injunction through the civil courts in case of breach of this Confidentiality Undertaking by State Holding.

Signature page follows

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Signature page to Confidentiality Undertaking

For [NAME]:

Name: [●]
Title: [●]
Date: [●]

Name: [●]
Title: [●]
Date: [●]