

Company Name (Receiving Party) __

Address __

City and zip code __

Country __

VAT number __

CESS Project Ref. MM1405124

We, hereinafter named the "Receiving Party", accept the following Confidentiality Rules.

WHEREAS IREN Energia, hereinafter named the "Disclosing Party" owns Siemens Gas Turbine and Generator Package (hereinafter "Gas Turbine")

WHEREAS the Receiving Party expresses an interest in evaluating a potential acquisition of the Gas Turbine;

WHEREAS in consideration of the possible acquisition, the Receiving Party will have access to certain confidential information;

WHEREAS the Disclosing Party is willing to make available, in its sole discretion, some confidential information to the Receiving Party, provided the Receiving Party covenants, agrees and undertakes all the obligations set forth hereunder in order to make sure that the confidential information disclosed is not disclosed to unauthorized entities or persons and is not used in unauthorized ways.

NOW IT IS HEREBY AGREED the following:

1. For the purposes of this Agreement, Confidential Information shall include, without limitation:
 - (a) all information concerning the Gas Turbine, the Disclosing Party and the business and affairs of the Disclosing Party (which includes, among others, historical financial statements, financial projections and budgets, permits obtained, land rights, contracts); and
 - (b) the existence and contents of this Agreement and any discussion, terms and conditions relating to the possible acquisition of Gas Turbine, its process and status, the fact that the Receiving Party is part or may cease to be part of this process and all other financial, business, economic, technical, operational, commercial, employment, management, marketing, planning and other information, data, material and expertise of whatever kind relating to the Gas Turbine and Disclosing Party,

that has been disclosed or may hereafter be disclosed to the Receiving Party or its Representatives (as hereinafter defined) by, or on behalf of, the Disclosing Party, its controlling entity or its Representatives, in whatever form (written, oral, visual, electronic or otherwise) as well as information obtained by the Receiving Party by meetings with the Disclosing Party and by viewing any of the facilities of the Gas Turbine or during any meeting, and all other information to which the Receiving Party may be provided access in accordance with this Agreement.

For the purpose of this Agreement Representatives shall include, without limitation, directors, officers, employees, agents, consultants, advisors, or other representatives including legal counsel, accountants and financial advisers, prospective lenders or any other person acting on behalf of one of the Parties.

2. The Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information and agrees to hold and keep the same strictly confidential and shall not disclose, sell, trade, publish or otherwise make available the Confidential Information to anyone in any manner whatsoever, including by means of photocopy or reproduction in whatever form, without the Disclosing Party's prior written consent, except as provided in Paragraphs 5 and 6 below.

3. The Receiving Party shall take all necessary and appropriate measures to ensure the protection and secrecy of the Confidential Information and to prevent any theft, manipulation, distraction, unauthorized access or use of the Confidential Information. The Receiving Party shall procure that all persons or entities to

whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity.

4. The Receiving Party agrees that it shall use the Confidential Information for the sole purpose of considering, evaluating and negotiating the acquisition of Gas Turbine and not for other reasons (the Permitted Purpose). The Receiving Party shall be responsible for ensuring that all persons or entities to whom the Confidential Information is disclosed under this Agreement shall not use the Confidential Information for any purpose other than the Permitted Purpose.

5. Notwithstanding the provisions set out in Paragraphs 2, 3 and 4 hereof, the Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information:

(a) is already in possession of the Receiving Party as of the date of disclosure or transfer hereunder and the Receiving Party can so prove by documentary evidence; or

(b) is already in possession of the public or becomes available to the public other than through an act or omission of, or as a result of a breach of this Agreement or any other agreements by, the Receiving Party and the Receiving Party can so prove by documentary evidence; or

(c) is required to be disclosed by any regulatory body or courts having authority or jurisdiction over the Receiving Party under any relevant applicable law or by a governmental order, decree, regulation or rule, provided that the Receiving Party shall, without delay, give written notice to the Disclosing Party prior to such disclosure, so that it may seek an appropriate protective order or other appropriate remedies. Should such protective order or other remedy not be obtained, or should the Disclosing Party grant a waiver hereunder, the Receiving Party or its Representatives may disclose that part (and that part only) of the Confidential Information which is legally necessary to disclose and it will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed; or

(d) is acquired independently from a third party that represents to have the right to disseminate such information at the time it is acquired by the Receiving Party and the Receiving Party can so prove by documentary evidence.

6. The Receiving Party may disclose the Confidential Information only to the extent permitted by Paragraph 5 and this Paragraph 6, without the Disclosing Party's prior written consent, to any of the following persons or entities, on a need-to-know basis, in order to evaluate the Confidential Information in connection with the Permitted Purpose:

(a) such officers and employees of the Receiving Party, as are strictly necessary in connection with the Permitted Purpose; provided that, for the purposes of this Agreement, the department(s) of the officers and employees designated under this subparagraph (a) shall be considered to be separated and segregated from the other departments, offices or units of the Receiving Party, and in no event shall access to the Confidential Information be permitted to such other departments, offices or units of the Receiving Party; or

(b) professional advisers or consultants retained by the Receiving Party in connection with the Permitted Purpose; or

(c) banks and potential investors and their professional advisers retained for the purpose of securing financing in relation to the Permitted Purpose; or

(d) any other persons whom the Parties have agreed in writing that may receive the Confidential Information in relation to the Permitted Purpose.

(collectively the Authorized Disclosee)

Prior to making any such disclosures to persons or entities indicated under subparagraphs (a) to (d) above, the Receiving Party shall inform such persons or entities that the Confidential Information disclosed to them is confidential and, in the case of persons or entities designated under subparagraphs (b), (c) and (d) above, shall obtain from each such person or entity an undertaking of confidentiality, in substantially the same form and content as of this Agreement, whereby such person or entity assumes all the obligations of the Receiving Party under this Agreement, provided that, at any rate, this shall not exempt the Receiving Party from any liability arising from any breach by any of the persons or entities designated under subparagraphs (b), (c) and (d) above of the obligations undertaken by them pursuant to the provision of this paragraph.

7. Unless otherwise agreed in writing and specifically by the Parties, the obligations set forth in this Agreement shall terminate the earlier of (i) 3 (three) years after the date of this Agreement and (ii) the execution of a definitive agreement between the Parties in relation to the sale of Gas Turbine.

8. Without the prior written consent of the Disclosing Party neither the Receiving Party nor any of its Representatives shall initiate or cause to be initiated (other than through the Disclosing Party) any communication or contact with employees or Representatives of the Company concerning the Confidential Information.

9. The Disclosing Party retains the right to determine, in its sole discretion, what Confidential Information it wishes to disclose and make available to the Receiving Party. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder, and the Receiving Party expressly acknowledges the inherent risk of error in the acquisition, processing and interpretation of the Confidential Information. The Disclosing Party, its officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party or its Representatives.

10. Both Parties hereby acknowledge and agree that the disclosure and supply of the Confidential Information under this Agreement are not an obligation, and shall not be construed or interpreted, as constituting an obligation, express or implied, of either Party to negotiate the sale of Gas Turbine. The Disclosing Party shall be under no obligation to accept any offer that the Receiving Party may submit and the Disclosing Party will be entitled to end discussions without giving any reason for doing so and without incurring in any liability whatsoever to the Receiving Party. Furthermore, the Receiving Party acknowledges and agrees that the Disclosing Party will be under no limitation of exclusivity in connection with the disclosure of the Confidential Information and/or the sale of Gas Turbine.

11. The Receiving Party shall indemnify and hold harmless the Disclosing Party and its directors, officers, employees, any person acting on behalf of any of the foregoing, from any damage, loss, liability or cost arising out of or resulting from any unauthorized use or disclosure by the Receiving Party or any of its Representatives of the Confidential Information, or from any breach by the Receiving Party or by any of its Representatives of the provisions of this Agreement (including, without limitation, the reasonable legal fees and costs of enforcement of this indemnity). Nothing contained herein shall be construed as prohibiting or limiting an indemnified person from pursuing any other remedies available to it or them.

Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other legal remedies for any threatened or actual breach of this Agreement.

12. This Agreement shall be governed by and construed in accordance with the laws of Italy. The Courts of Torino, Italy, will have exclusive jurisdiction in relation to any and all disputes arising out, or related to, this Agreement.

Signature for Acceptance
