

Confidentiality Undertaking - order_no

By signing the present "Confidentiality undertaking", the company , having its registered office at , registered in the Belgian Register of Legal Entities under the number (hereinafter called the "Company"), undertakes to fully comply with the confidentiality undertaking, as defined hereafter, in the framework of the execution, for the s.a. Elia System Operator or the s.a. Elia Asset (hereinafter jointly called "ELIA"), of the contract with reference of (hereinafter called the "Order").

1. The Company undertakes, in relation to ELIA, not to disclose any of the confidential information mentioned below of which the Company and/or its employees may have knowledge or to which they may have access within the context of performing the Order. The Company declares that it has been personally and specifically informed by ELIA about the specific provisions of the confidentiality obligation imposed onto the electricity grid operators in Belgium (as well at the federal as the regional level) and that it has taken note thereof.
2. Any information given by ELIA to the Company will be deemed to be confidential information (hereinafter called « Confidential Information »), unless :
 - the information was already in the public domain before it was disseminated;
 - the Company was legally already in possession of the information before it was disseminated, despite the fact that the information had not been obtained directly or indirectly from ELIA;
 - after its dissemination, the Company received the information through a third party that did not have any non-disclosure obligations with respect to ELIA.
3. The Company undertakes to keep this Confidential Information confidential and to not disseminate it in any form whatsoever, except
 - to third parties, insofar that this is necessary for the execution of the Order, and insofar the Company delivers written proof to ELIA that these third parties have the same or a more strict confidentiality obligation than the present; or
 - to the competent authorities, which could order the release of the information, including any court of law.
4. At ELIA's request, or fifteen (15) days after the end of the execution of the Order, the Company will return to ELIA or destroy all documents, copies or other reproductions containing all or part of the Confidential Information, and will confirm to ELIA in writing that the entirety of these documents, copies or reproductions containing Confidential Information have been returned to ELIA or have been destroyed.
5. The Company shall take the necessary measures to ensure strict compliance with this confidentiality undertaking both by all of its employees, as well as by any other person who is not one of its employees, but who comes under its responsibility and could obtain Confidential Information in a legitimate manner.
6. The Company shall not make reference to the Order or to the work performed under that Order in any technical, commercial or other publication or presentation without the explicit prior written consent of ELIA. Nevertheless, the Company or its employees are free to mention the name of ELIA in his list of clients or curriculum vitae.
7. Any failure to comply with this Confidentiality undertaking will be deemed to be a material breach committed by the Company, and will grant ELIA the right to terminate any contractual or business relationship with the Company, without delay and without owing any indemnity therefore to the Company, and without prejudice to ELIA's other rights to obtain full compensation for any and all damage resulting from this material breach.
8. The Company undertakes to comply with this Confidentiality undertaking throughout the entire period of the execution of the Order and until five (5) years after the termination of any designation of ELIA as grid operator.

Any dispute relating to the present Confidentiality undertaking shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.

Signed in _____ on _____ in two original copies.

For the Company,

Signature

Name

Function

Please send this document for the attention of :

....., **Culliganlaan 1G – Prater Building, B-1831 DIEGEM (BELGIUM)**