



## TVO GROUP'S NON-DISCLOSURE UNDERTAKING

\_\_\_\_\_,  
a company duly incorporated and existing in

\_\_\_\_\_  
having a business identity code \_\_\_\_\_  
(VAT number) and its place of business at \_\_\_\_\_

\_\_\_\_\_  
(hereinafter "Company"),

and

**TVO Group** (hereinafter "**TVO Group**") including the following companies:

**Teollisuuden Voima Oyj**, a business identity code FI01966560  
(VAT number)

**Posiva Oy**, a business identity code FI10292588 (VAT number)

**Posiva Solutions**, a business identity code FI27654362 (VAT number)

**TVO Nuclear Services Oy**, a business identity code FI14680377  
(VAT number)

and whose place of business are at Olkiluoto, 27160 Eurajoki,

shall commence negotiations in order to identify possibilities for co-operation or they have already began co-operation hereinafter jointly "Co-operation").

The terms and conditions for the Co-operation shall be defined in separate order documents, in an agreement between TVO Group and the Company or in a separate assignment (hereinafter collectively "Assignment"), and neither this Undertaking nor the disclosure or receipt of Information is meant or shall be deemed to mean any obligation for TVO Group or the Company to undertake any Assignment or to enter into any other business arrangement.

In the course of the negotiations, Co-operation or Assignment TVO Group will possibly disclose to the Company confidential information, including but not limited to information dealing with commercial, technical or security-related matters or matters related to plant or other systems, and which



information must not be known by third parties, or the Company attains such information from other sources when fulfilling its Assignment.

“Information” in this Undertaking shall mean all information dealing with or affecting the Co-operation or functions of TVO Group or its partners in cooperation, including but not limited to commercial, technical or security-related matters or matters related to plant or other systems which are confidential regardless of how or in which form information is disclosed to the Company or how the Company otherwise attains such information or whether the confidentiality of the information has been expressed or marked.

Therefore the Company has today agreed to undertake the following:

- 1 The Company shall hold in confidence and not disclose to any third party (including its subsidiaries, parents or affiliated companies) any Information, and the Company shall use its best endeavours to keep the Information confidential and protect the Information.
- 2 TVO Group retains all rights to the Information disclosed. The Company shall not use the Information for any purpose other than performing its duties under any Assignment, and thus the Company may not use the Information in its other activities.

The disclosure of Information by TVO Group to the Company does not grant or imply any licence or any other right under any intellectual property right owned either by TVO Group or by third parties.

- 3 The Company shall restrict access to the Information to only those of its employees to whom such access is necessary for carrying out the obligations of the Company under any Assignment, and the Company shall inform such employees of the obligations and restrictions set upon them and the Company by this Undertaking.
- 4 The foregoing obligations shall continue to bind the Company in respect of all Information except Information which
  - a) was in the public domain at the time of disclosure to the Company or becomes part of the public domain through no fault on the Company's or its employees part;
  - b) was in the Company's possession prior to disclosure to the Company as proven by the Company's written record;
  - c) is rightfully disclosed to the Company by a third party who did not obtain such item, directly or indirectly, from TVO Group or
  - d) use or disclosure is expressly authorised in writing by TVO Group.



- 5 This Undertaking shall govern all communications relating to Information between TVO Group and the Company during the period from the start of the negotiations to the date on which the Company receives written notice from TVO Group stating that subsequent communications shall not be so governed.
- 6 The Company shall promptly return all material containing the Information after the fulfilment of any project or Assignment or the cessation of Co-operation, or any other time upon TVO Group's request, and confirm in writing that all such material has been returned and that all Information stored in electronic systems and any possible backup copies have been destroyed. This includes, without limitation, documents, electronic files and all copies thereof of any kind.
- 7 The Company shall adhere to any relevant export control laws and regulations (including, but not limited to the U.S. export control laws and regulations) and shall not export or re-export any Information or products received from TVO Group or the direct product of Information to any prescribed country unless properly authorised by the relevant Government and TVO Group.
- 8 This Undertaking shall be construed and enforced in accordance with the Laws of Finland, excluding its rules for choice of law

**IN WITNESS WHEREOF**, the Company has caused this Undertaking to be signed by its duly authorised representatives on the date set forth below.

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Date

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Place

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Company (full name of the Company)

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Signature

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Printed name