

**NON-DISCLOSURE UNDERTAKING**

\_\_\_\_\_,  
 a company duly incorporated and existing in \_\_\_\_\_,  
 having a business identity code \_\_\_\_\_,  
 and its place of business at

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (hereinafter “Company”),

and

Teollisuuden Voima Oyj,  
 a company duly incorporated and existing in Finland  
 having a business identity code FI01966560  
 and its place of business at  
 1) Töölönkatu 4, FI-00100 Helsinki 2) Olkiluoto FI-27160 Eurajoki  
 (hereinafter “TVO”)

shall commence negotiations in order to identify possibilities for co-operation or they have already began co-operation concerning

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (hereinafter jointly “Co-operation”).

The terms and conditions for the Co-operation shall be defined in separate order documents, in an agreement between TVO 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 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 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 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. In case Information is stored in the electronic databases of the Company, the Information must be protected in such a way that the Information can only be accessed by those persons who have signed the personal non-disclosure undertaking detailed in Section 3, along with other pertaining documents, and who have not been prohibited by TVO to obtain the Information.

In the course of the Co-operation and in carrying out any Assignment the Company shall use only such personnel who are directly employed by it or a subcontractor which has approved in advance by TVO in writing.

2. TVO retains all rights to the Information disclosed and to the material, reports and databases created as a result of the Co-operation and any Assignment (hereinafter collectively “Material”). 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 or Material in its other activities.

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

The Company shall inform TVO in writing of the full names and positions of such employees to whom the Company is going to disclose partly or fully any Information.

Such employees shall

- sign the attached personal undertaking (**Attachment**)
- consent for a concise security clearance by means of signing a form which is pre-filled by TVO and especially designated for the purpose
- undertake to obey security- and other guides and rules in force at TVO when working in TVO's premises or area.

The Company understands and accepts that TVO may refuse to give acceptance for the disclosure of Information to certain employees of the Company without having to give grounds for its refusal.

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; or
  - d) use or disclosure is expressly authorised in writing by TVO.
5. This Undertaking shall govern all communications relating to Information between TVO and the Company during the period from the start of the negotiations to the date on which the Company receives written notice from TVO stating that subsequent communications shall not be so governed.
6. All material embodying Information or relevant or related thereto shall remain the property of TVO. The Company shall promptly return such material after the fulfilment of any project or Assignment or the cessation of Co-operation, or any other time upon TVO'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 has 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 or the direct product of Information to any prescribed country unless properly authorised by the relevant Government and TVO.
8. The Company understands and accepts that the Co-operation demands high confidentiality standards and measures and that it is liable of damages to TVO in case of a breach of this Undertaking.
9. This Undertaking shall be construed and enforced in accordance with the Laws of Finland.

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

\_\_\_\_\_  
(full name of the Company)

by: \_\_\_\_\_

titles: \_\_\_\_\_

date: \_\_\_\_\_

place: \_\_\_\_\_

ATTACHMENT

**ATTACHMENT TO NON-DISCLOSURE UNDERTAKING**

We the undersigned employees of

\_\_\_\_\_ (hereinafter “Company”) have become familiar with the Non-Disclosure Undertaking by the Company to Teollisuuden Voima Oyj (hereinafter “TVO”), and we hereby undertake to follow its terms and conditions.

We hereby undertake to obey security- and other guides and rules in force at TVO when working in TVO’s premises or area.

We hereby give our permission that the Company may give to TVO confidential information concerning us and our employment.

Each of us shall separately consent to be subject to a concise security clearance (Security Clearance Act 726/2014) by means of signing a form which is pre-filled by TVO and especially designated for the purpose.

Date and place

\_\_\_\_\_

Name

ID number

Signature

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