

**THIS CONFIDENTIALITY AGREEMENT** (hereinafter referred to as the "Agreement") is entered into on \_\_\_\_ June 2020 by and between:

**TOTAL PETROCHEMICALS & REFINING S.A.**, a *société anonyme* organized and existing under the laws of Belgium, having its registered office at 52 rue de l'Industrie, 1040 Bruxelles, Belgium, registered under number 403.079.441 together with its successors and permitted assigns ("TOTAL"),

and

**[insert name of Receiving Party]**, a company organized and existing under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ with the identification number \_\_\_\_\_ together with its successors and permitted assigns (the "Receiving Party"),

TOTAL and the Receiving Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

The TOTAL group is contemplating a potential sale of (i) 100% of the shares of the company Etmofina sa/nv, detaining real estate assets in Brussels and Tervuren, Belgium and (ii) a building located in Brussels, which have been communicated separately to the Receiving Party (the "Contemplated Transaction"). The Receiving Party is in the process of starting discussions with TOTAL and its appointed financial advisors in relation to evaluating and potentially making an offer in respect of the Contemplated Transaction (the "Project"). For the purposes of the Contemplated Transaction and the Project, TOTAL is willing, subject to the terms and conditions of this Agreement, to disclose to the Receiving Party Confidential Information (as defined in Paragraph 1 below) on a non-exclusive basis.

NOW THEREFORE, the Parties agree as follows:

1. For the purposes of this Agreement:

- (a) the term "Affiliated Company" means any company or legal entity which controls either directly or indirectly a Party, or is controlled directly or indirectly by such Party, or is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. For the purpose of the foregoing, "control" means the right to exercise more than fifty percent (50%) of the voting rights in the appointment of the directors or similar representatives of such company or entity;
- (b) the term "Receiving Party" means the Receiving Party, as set out in the recitals to this Agreement, and any other person or entity referred to in Paragraph 4 hereinafter;
- (c) the term "Confidential Information" means all information (whether disclosed and/or obtained prior to, on or after the date of this Agreement) of whatever nature and in any form (including, but not limited to, oral, visual or in any electronic form) related directly or indirectly to the Contemplated Transaction and/or Project including, without limitation (i) all information of whatsoever nature relating to the business of TOTAL, any Affiliated Company of TOTAL, and of their respective related trade, assets, liabilities, operations, financing, partners and personnel which may be disclosed or otherwise learnt by the

Receiving Party in the course of TOTAL making available information relating to the Contemplated Transaction and/or the Project, (ii) the existence and terms of this Agreement and any discussions related thereto, (iii) either Party's interest and/or potential participation in the Project and in particular the fact that TOTAL has contacted the Receiving Party in relation thereto; and (iv) those portions of any and all presentations, notes, reports, memoranda, analyses, reviews, copies, extracts or other documents (in whatever form communicated or maintained) derived or produced partly or wholly from any of the Confidential Information, or which contains, refers to, is based on, or otherwise reflects Confidential Information disclosed or furnished by TOTAL concerning the Project and/or the Contemplated Transaction. For the purposes hereof, Confidential Information furnished by any Affiliated Company, advisor or representative of TOTAL shall be deemed to be and shall be treated as though such information was Confidential Information provided by TOTAL, and any Confidential Information provided to any Affiliated Company of the Receiving Party shall be deemed to be and shall be treated as though such information was Confidential Information provided to the Receiving Party.

2. In consideration of the Confidential Information being made available to the Receiving Party, the Receiving Party undertakes that it will:
  - (a) treat as private and confidential all Confidential Information received at any time by it, and will use due diligence and attention in safeguarding the Confidential Information, with the same standard of due diligence and attention that it uses with respect to its own confidential information;
  - (b) except as otherwise provided in Paragraphs 3 and 4 below, not at any time without the prior written consent of TOTAL (such consent, at TOTAL's discretion, being potentially subject to further disclosure restrictions) : (i) reveal, sell, trade, publish or otherwise disclose the Confidential Information to any other person or entity whatsoever in any manner whatsoever, including by means of photocopy, reproduction or electronically; (ii) disclose or reveal to any person or entity whatsoever the content of any discussions or negotiations in relation to the Project and/or the Contemplated Transaction; (iii) disclose or reveal to any person or entity whatsoever any of the terms, conditions or other facts relating to the Project and/or the Contemplated Transaction.
  
3. However, the Receiving Party may disclose the Confidential Information without TOTAL's prior written consent only to the extent such information:
  - (a) can be demonstrated by the Receiving Party to be already lawfully known by the Receiving Party as of the date of disclosure hereunder;
  - (b) is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party;
  - (c) is required by or requested of the Receiving Party to be disclosed by any competent judicial, regulatory or supervisory body or under applicable law, subpoena or other legal process, regulatory, tax or other governmental authority, or governmental order or decree, provided, however, that: (i) in any such case the Receiving Party will promptly and, prior to disclosure to the extent lawful and practicable, unless otherwise prohibited by any applicable law or regulation (and except to the extent such disclosure is to be made to a regulatory or

supervisory authority during the ordinary course of its regulatory or supervisory function over the Receiving Party or any Affiliated Company of the Receiving Party), notify TOTAL thereof before complying with any such requirement, and TOTAL shall be entitled to defend or initiate any action or proceeding at its own expense to prevent the disclosure of the Confidential Information; (ii) subject to (i) above, the portion of Confidential Information so required to be disclosed, shall not be disclosed until the earlier of (a) the date on which the Receiving Party has learned about the position of TOTAL and (b) the date upon which the Receiving Party is legally required to produce such Confidential Information; and (iii) in the event that TOTAL has identified that confidential treatment could be requested from the relevant authority in the applicable jurisdiction, the Receiving Party, if so instructed in writing by TOTAL, shall use its reasonable efforts (at TOTAL's expense) to draw attention to the required confidential treatment to be accorded to the Confidential Information so disclosed; and

- (d) is acquired independently from a third party that has the right to disclose such information at the time it is received by the Receiving Party.
4. Moreover, the Receiving Party may disclose the Confidential Information without TOTAL's prior written consent to its Affiliated Companies and its and its Affiliated Companies' employees, officers and directors and professional advisors (including without limitation accountants and auditors) who actually have, in the Receiving Party's opinion, a need to know/access such Confidential Information in connection with the evaluation and oversight of the Receiving Party's involvement in the Project (such persons and entities together being, the "Representatives"), provided that the Receiving Party guarantees the full adherence of such Representatives to the terms and conditions set forth in this Agreement and is responsible for any breach thereof (it being understood that Representatives may not themselves further disclose Confidential Information to any person). If any Affiliated Company of the Receiving Party to whom Confidential Information has been disclosed as set forth herein ceases to be an Affiliated Company of the Receiving Party, the Receiving Party undertakes to retrieve any Confidential Information, materials and records in whatsoever nature and in any form related to Confidential Information so disclosed, prior to any such Affiliated Company ceasing to be such, and to cause such Affiliated Company to destroy all records and copies in whatsoever nature and in any form regarding Confidential Information disclosed.
5. The Receiving Party shall not use the Confidential Information disclosed under this Agreement, and shall cause parties to whom it is permitted to disclose such Confidential Information not to use or permit the use of the Confidential Information disclosed under this Agreement, for any reason other than discussions relating to the Project and/or the Contemplated Transaction with TOTAL and/or its Affiliated Companies.
6. The Receiving Party shall be liable to TOTAL and/or its Affiliated Companies, as the case may be, for breach of the provisions under this Agreement.

The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement are directed by the Receiving Party to keep such information confidential in a manner not less favourable than the terms of this Agreement and, without prejudice to article 3 above, shall not disclose or divulge the same to any unauthorised person. Notwithstanding the foregoing, the Receiving Party shall remain liable for any breach of this Agreement by its

Representatives to whom the Confidential Information has been disclosed by the Receiving Party (including where such disclosure is in breach of the terms of this Agreement).

7. At any time, TOTAL may request the Receiving Party to return or destroy all Confidential Information already disclosed to any Receiving Party, pursuant to written notice delivered to the Receiving Party. Within thirty (30) days of receipt of such notice, the Receiving Party will, at TOTAL's election, return or destroy all documents, papers and any electronically stored information containing Confidential Information provided by TOTAL, any other Affiliated Company of TOTAL or any of its employees, advisers or agents, together with any copies thereof, and shall cause any other person or entity to whom Confidential Information has been disclosed pursuant to this Agreement to achieve the same, provided, however that the Receiving Party may retain such copies of any Confidential Information: (i) stored on computer back-up files; or (ii) for the purpose of dispute resolution, compliance with regulatory agencies or authorities, such copies being held and kept confidential. Any Confidential Information, whether in oral or in written form, which is not thus returned, deleted or destroyed will continue to be subject to the terms of this Agreement for the period set forth in Paragraph 18 below.
8. Neither the Receiving Party, nor any member of the Receiving Party's group shall make any public announcement concerning this Agreement, the Project and/or the Contemplated Transaction without the prior written consent of TOTAL.
9. The Receiving Party agrees that Confidential Information constitutes valuable and unique property of TOTAL and/or its Affiliated Companies, that irreparable damage might result to TOTAL and/or its Affiliated Companies if any of the Confidential Information were disclosed to a third party except as expressly set forth in this Agreement, that the appropriate amount of any money damages might be difficult to ascertain, and that, as a result, money damages may not be a sufficient remedy for a breach or anticipated breach of this Agreement by any Receiving Party. Therefore, the Receiving Party agrees and acknowledges that TOTAL may be entitled, in addition to any other rights and remedies which may be available to it, to seek specific performance and/or injunctive or other equitable relief as a remedy for any such breach. No failure or delay by TOTAL in exercising any right, power, or privilege hereunder, at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude or limit any other or further exercise thereof.
10. The Receiving Party acknowledges that the Confidential Information may constitute inside information with respect to TOTAL which is listed on several regulated stock exchanges, and/or those, if any, of its Affiliated Companies which may be listed on a regulated stock exchange, and the Receiving Party shall advise its Representatives who are informed of the matters that are the subject of this Agreement, that applicable securities laws prohibit any individual who has received from the issuer of securities material non-public information concerning the matters that are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other individual under circumstances in which it is reasonably foreseeable that such other individual is likely to purchase or sell such securities in reliance upon such information. The Receiving Party and its Affiliates will not be precluded in any manner or in any way from providing, arranging or participating in any financing for, provide advisory services to third parties in, or acting as principal in transactions which may involve the TOTAL or any other party; provided the Receiving

Party and its Affiliates do not disclose any Confidential Information in connection therewith. For the avoidance of doubt, the Receiving Party has adopted policies and procedures designed to avoid and/or manage conflicts of interests arising and to treat clients fairly if a conflict occurs.

11. The Receiving Party shall not acquire any proprietary right, title and interest in or in relation to Confidential Information. All intellectual property rights in such Confidential Information shall be and shall remain the property of TOTAL or its respective Affiliated Companies.
12. Unless otherwise subsequently agreed in writing between the Parties in accordance with Paragraph 21, TOTAL makes no representation or warranty as to the accuracy or completeness of, or the reasonableness of any assumptions contained in the Confidential Information. The Receiving Party agrees that neither TOTAL, any other Affiliated Company of TOTAL, nor any of their respective directors, employees, advisers and agents, shall have any liability to the Receiving Party or to any Affiliated Company of the Receiving Party resulting from the use by the Receiving Party and/or its Affiliated Companies of the Confidential Information provided under this Agreement. TOTAL shall have no obligation to disclose or continue disclosing Confidential Information to the Receiving Party, which shall be at the sole discretion of TOTAL.
13. For the avoidance of doubt, if and when a mandate or engagement letter or similar document in relation to the Project and/or the Contemplated Transaction will be executed by the Receiving Party, this mandate or engagement letter or similar document may include confidentiality provisions which may supersede the provisions of this Agreement and if they are not so included, then the provisions of this Agreement shall continue to apply.
14. Any failure by either Party hereto in exercising any right, power or privilege hereunder shall not constitute a waiver hereunder, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
15. This Agreement shall inure to the benefit of each of the Parties and shall be enforceable by each Party and its respective successors and permitted assigns. The Receiving Party shall not assign its rights and obligations under this Agreement (other than to an Affiliate) without the prior written consent of TOTAL, and any attempted assignment (other than to an Affiliate) without such prior written consent shall be null and void.
16. This Agreement is applicable to any Confidential Information provided by TOTAL or by any of its Affiliated Companies or advisors or representatives to the Receiving Party or to any Affiliated Company of the Receiving Party, in connection with the Project and/or the Contemplated Transaction. This Agreement comprises the full and complete agreement of the Parties with respect to the disclosure of aforementioned Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties with respect thereto, whether written or oral, expressed or implied.
17. This Agreement shall be effective on the date first written above and shall terminate on the third anniversary of this Agreement.

18. The construction, validity and performance of this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with the laws of Belgium, excluding that body of law pertaining to conflict of laws.
19. Each Party: (a) irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the French speaking Courts of Brussels; and (b) waives any objection which such Party may have to the laying of venue of any such suit, action or proceeding in any such court.
20. NOT USED
21. No variations, amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorised representative of each of the Parties.
23. The rights, powers, privileges and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers, privileges or remedies provided at law.
24. Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any applicable jurisdiction then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.
25. Each Party will be responsible for any costs incurred by it or on its behalf in connection with the consideration and evaluation of the Confidential Information, the Project and/or the Contemplated Transaction.
26. Notices under this Agreement shall be sent for the attention of the person(s) and to the address(es) or email address(es) set out below.

**TOTAL:**

Address:  
TOTALPETROCHEMICALS & REFINING S.A  
52 rue de l'Industrie,  
1040 Bruxelles  
Belgium

For the attention of: Benoît Walckiers

Telephone: +32 2 288 39 76  
Email: benoit.walckiers@total.com

**The Receiving Party:**

**Names / FAO** [ • ]

**Address** [ • ]

**Email address** [ • ]

**With a copy to** [ • ]

This Agreement has been entered into on the date stated at the beginning of it.

*For and on behalf of*

**TOTAL PETROCHEMICALS & REFINING S.A.**

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Name:

Title:



*For and on behalf of*

**[insert name of the Receiving Party]**

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Name:

Title: