

# Information Memorandum

- LNG bunkering installation on Jetty 519/521 in the Port of Gothenburg

## INFORMATION MEMORANDUM

Liquefied Natural Gas (LNG) is a sustainable alternative fuel for ships and long-haulage trucks. It is also an attractive energy source for industries in areas that are not connected to the natural gas grid. Such applications of LNG are known as small-scale LNG in order to distinguish them from the more conventional use where LNG is delivered on a large scale and regasified for injection into the natural gas grid

In comparison with heavy fuel oil, natural gas has a much smaller impact on the climate, the environment and health. As emission regulations for shipping become more stringent and European policy paves the way for greener fuels, Liquefied Natural Gas (LNG) reveals itself as a low emission and economical alternative. Small-scale LNG solutions are developing swiftly in Sweden to accommodate this growing market.

The LNG bunkering installation (the “LNG Pipe”) is a highly attractive opportunity for LNG suppliers to deliver LNG as a bunker fuel for ships. The infrastructure is planned to be built on jetties 519 and 521 (Jetty 519/521) in the Skarvik area in the energy harbour of the Port of Gothenburg.

In 2016 the first single LNG fuelled ships will already berth at Jetty 519/521 for the loading/unloading of petrochemical products. The regulation in Port of Gothenburg allows these ships to be bunkered with LNG during the loading/unloading of petrochemical products. The bunkering activity at Jetty 519/521 is expected to increase rapidly with five LNG ships becoming active on the berths in 2017, and approx. ten in 2019. The bunkering service will only be allowed for ships mooring at 519/521 to load/unload products.

The LNG Pipe is the first step in a larger project of a small-scale LNG terminal in the Port of Gothenburg, which is currently under development by Swedegas (‘GO4LNG Project’). The terminal will serve the maritime LNG bunkering market, as well as the industrial market in the hinterland by loading LNG on trucks and/or railcars. In addition, the project also includes a connection to the transmission grid, owned and operated by Swedegas, allowing regasified LNG being delivered to natural gas consuming customers end-users connected to our via pipeline system access.

## TABLE OF CONTENTS

1.	Swedegas bunkering installation.....	4
2.	The benefits of the fixed bunker installation .....	4
3.	Service definition .....	5
4.	Services to be marketed .....	5
5.	Contractual setup.....	6
6.	Go4LNG project and future integration of the pipe .....	7
7.	LNG as a bunker fuel in the nordics .....	8
8.	Tariff & regulation .....	9
9.	Contact details .....	9

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	Annex I - Swedegas and shareholders .....	10
	Annex II - Confidentiality Agreement .....	14

## 1. SWEDEGAS BUNKERING INSTALLATION

The project encompasses the construction of a bunkering installation for ships berthing at jetties 519 or 521, including amongst other:

- A cryogenic pipe connecting shore with ship
- One or more manifolds to connect one or more trucks simultaneously
- A flexible hose to connect the pipe to ship
  - Allowing a maximum flow rate of approximately 100-150 m<sup>3</sup>/h



## 2. THE BENEFITS OF A FIXED BUNKERING INSTALLATION

The proposed fixed LNG bunkering installation has several advantages, such as:

- It allows to bunker ships at the jetties 519 and 521, where trucks cannot access and hence where direct truck to ship loading is not possible
- It optimizes the logistic chain for oil-carriers: LNG as a bunker fuel can be supplied during the oil-charging activity at these berths
- It is well integrated in future GO<sub>4</sub>LNG Project, where additional flexibility can be added to the proposed bunkering service
- The installation is a safe and very cost-efficient alternative for bunkering LNG-powered vessels

### 3. SERVICE DEFINITION

The services offered include amongst others the connection of LNG carriers (such as trucks or containers through dedicated manifolds), the connection of the ship to a flexible hose, and the transportation of LNG from the carriers to the ship. The detailed service offering includes:

- Connection of the LNG trucks or LNG containers through dedicated manifolds
- Connection of the LNG-powered ship with a flexible hose
- Gassing up and cooling down of the bunkering installation (the pipe)
- Supply commodities (electricity, nitrogen, air pressure)
- Transfer of the LNG from the carriers to the ship
- Control and surveillance of the bunkering activity, there will be a person (on behalf of Swedegas) in charge of the operation at all time. Surveillance of hoses (battery limits) will be a shared responsibility between implied actors (driver- facility operator, facility operator-ship).
- Facility operator will also be responsible for the installation to be prepared before the arrival of first truck and for the system to be left in secure state after any bunker operation
- The steadiness of the operation is automatically controlled. The facility operator counts on tools to check and correct it, if necessary, at all times

In addition the following should be considered:

- The total LNG transfer will be fiscally metered by differential trucks weight before and after unloading. Metering will take place in a weighting bridge at neighbouring facilities.
- The quality of the LNG is guaranteed by the supplier
- The time available for bunkering the ships will be between 12 and 18 hours. Cooling down will take approximately 3 hours and purging will take about 1 hour, leaving approximately 8 to 14 hours for the actual bunkering operation (design data, tbc).

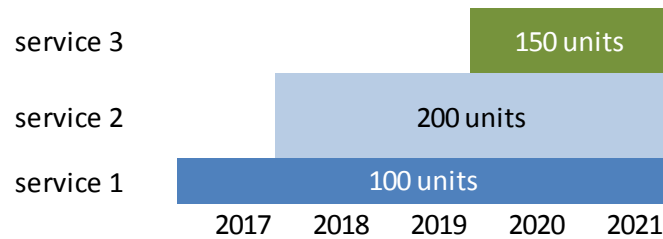
The bunkering service is available 24 hours/day 365 days/year. Any bunkering service will be communicated in advance. The purchase or the sale of LNG is beyond the scope of the service.

### 4. SERVICES TO BE MARKETED

- The services marketed are annual or multiannual on a 'first committed first serve' basis
- Different services can be booked simultaneously, with different start dates. Each service is defined by:
  - A capacity level [MWh/year to be loaded]

- The starting date
- The period [number of years].

Please find an example below:



## 5. CONTRACTUAL SETUP

There will be two separate agreements for the services; one LNG Transfer Agreement between Swedegas and the supplier of LNG (The Client), and one Connection Agreement between Swedegas and the ship owner.

LNG Transfer Agreement:

- An agreement between Swedegas and the company contracting the LNG transfer service
- Including the terms and conditions of the transfer service; the start date of the services will be subject to the commissioning date of the infrastructure
- Including the description and responsibilities and liabilities of the parties on the connection between the trucks and the LNG installation

Connection Agreement:

- An agreement between Swedegas and the ship operator/owner
- Including the description and responsibilities and liabilities of the parties on the connection between the ships and the LNG installation

The LNG Transfer Agreement can be consulted with Swedegas after the signature of a Confidentiality Agreement.

## 6. LNG TERMINAL GOTHENBURG AND FUTURE INTEGRATION OF THE PIPE

The target is to establish a small-scale LNG terminal in the Port of Gothenburg (GO4LNG). The terminal will, thanks to its strategic location, serve as a distribution platform supplying several different market segments with LNG such as marine, off-grid industry, heavy road transport and the regasification of such LNG into the transmission grid. The project has a huge growth potential due to the awaited switch for maritime transport from traditional fuel oils to LNG.

The LNG terminal will offer solutions in order to capture demands of different markets. The transfer service will in the future be further developed and implemented in the LNG terminal project allowing bunkering operations tank-to-ship. The terminal will include railcar and truck loading facilities for hinterland transport to off-grid industries. A regasification unit will be installed allowing LNG once regasified to enter the existing Swedish natural gas market, thereby adding a new entry point to the transmission grid and increasing the security of supply for the Swedish system (through a greater diversification of the gas sources).

Operational benefits such as boil-off gas handling can be dealt with the connection to the grid. The project is supported by the European Commission and has been awarded with PCI-status (Project of Common Interest) meaning that the Commission recognize the infrastructure as important for the Union as such.



*Artist impression of possible design of the LNG terminal*

### Status

- The LNG Terminal has received the environmental permit
- Concession application has been handed in
- LNG regulations are established within the Port of Gothenburg.
- Port tariffs are reduced for ships fuelled by LNG
- Discussions with end-users on their needs for the terminal
- Negotiations are ongoing to establish enough customer commitments to be able to go for a final investment decision

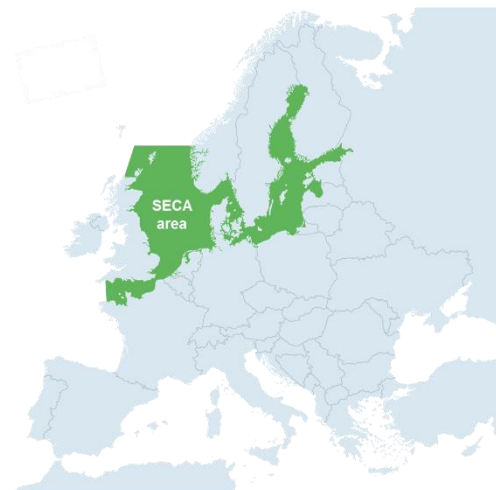
A brief overview of a description of Swedegas and its shareholders is included in Annex I

## 7. LNG AS A BUNKER FUEL IN THE NORDIC COUNTRIES

### LNG as a clean fuel in the SECA area

LNG is considered to provide a viable alternative to traditional fuel oils, as it completely eliminates particle and SO<sub>x</sub> emissions and significantly reduces NO<sub>x</sub> and CO<sub>2</sub> emissions.

With EU SECA Directive (Sulphur Emissions Control Area) entered force in 2015 ship owners have been forced by regulation to lower sulphur emissions to 0,1%. The area reaches throughout all Baltic countries to the coast of Great Britain in the North Sea (see map).



LNG engines meet the requirements of the regulation and are one of the options that ship owners consider possible. Discussions are currently ongoing if to expand the SECA to the Mediterranean and also to introduce a NECA (Nitrous-oxides Emissions Control Area) where SECA already been implemented.

### LNG in the Gothenburg port, a strategic choice

Port of Gothenburg is the largest port in the Nordic region and, as such, handles most energy products. Approximately 1,5 Mtonne oil is bunkered within the port each year. With extensive liner services to key import and export markets throughout the world and a large number of point-to-point connections within the SECA zone, Port of Gothenburg makes the perfect choice to establish bunkering installation for LNG. Today there are approximately 11,000 calls annually with a large variety of businesses active. There are for time being 8-10 ships expected that can be driven on LNG which will have regular calls in the port starting as from Q3 2016.



## 8. TARIFF & REGULATION

The LNG Pipe at Jetty 519/521 will originally be a stand-alone infrastructure not tied to any regulated assets and hence the services of the LNG Pipe will be unregulated from start.

However, the ambition for the LNG bunkering installation is to integrate it within the LNG terminal (GO<sub>4</sub>LNG) which is planned to be connected to the existing transmission gas grid. As such, the services and contracts for the LNG Pipe will take into account that it might be connected to a regulated asset in later stage.

The tariffs of the Swedegas infrastructure are transparent, stable and competitive. Swedegas is promoting long term agreements in order to make the investment possible, and hence a lower tariff will be applied for longer term agreements. The tariffs of the LNG transfer service can be consulted with Swedegas after the signature of a Confidentiality Agreement.

## 9. CONTACT DETAILS

For any question or interest in bunkering services in the Gothenburg port contact:

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Business development manager LNG

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## Annex I: Swedegas and shareholders

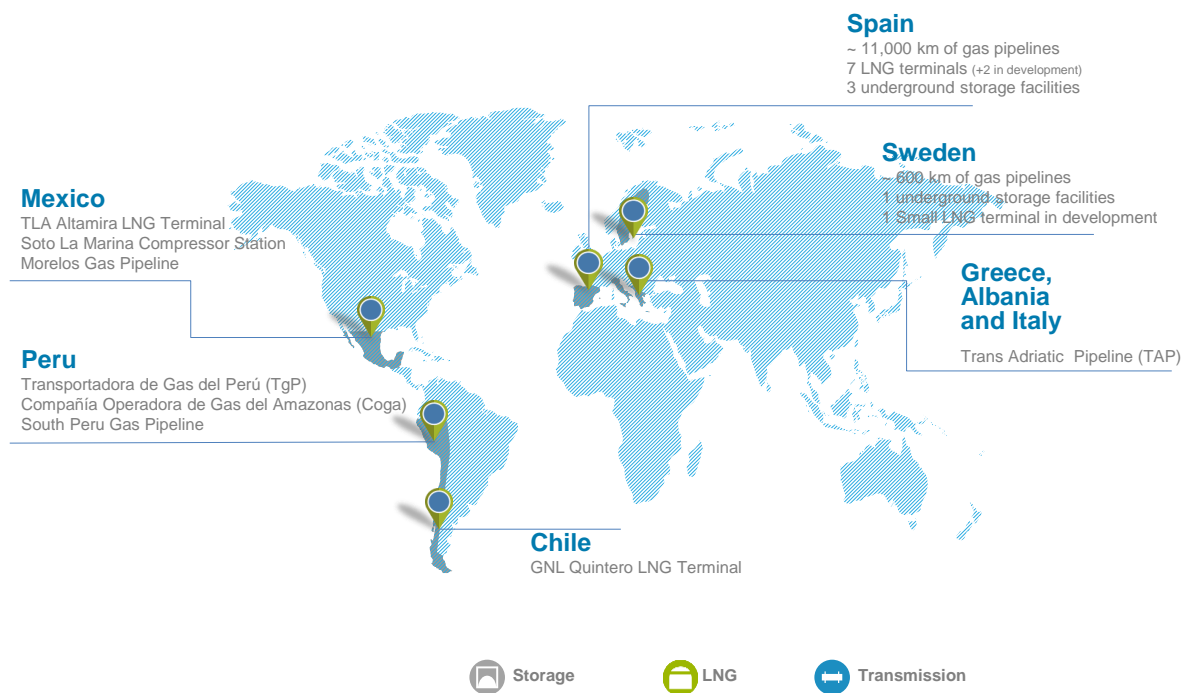
### Swedegas in brief



- Swedegas, as the Swedish leading natural gas transmission company, owns and operates the 600 km high-pressure gas grid, which extends from Dragør in Denmark to Stenungsund, north of Gothenburg, and one storage facility. Swedegas was established in 1984. The business is focused on infrastructure and Swedegas doesn't sell gas molecules
- Swedegas is certified as European independent Transmission System Operator (TSO) for the gas grid.
- Distributors and industries directly connected to the gas grid are the main customers. The gas grid supplies 33 municipal areas, power stations and numerous industries with primarily natural gas.
- Swedegas is also focusing on transportation of biogas and has already connected two of the largest biogas production plants to the transmission grid.
- The company has received all permits requested for the small scale LNG terminal (GO4LNG) for import, reload and send out via truck/rail and to the transmission grid.
- Since April 2015, Swedegas is owned by the Spanish and Belgian gasinfrastructure companies Enagás and Fluxys. The owners are supporting

the development of LNG solutions, based on their experience and know how in worldwide LNG projects.

## Enagas in brief

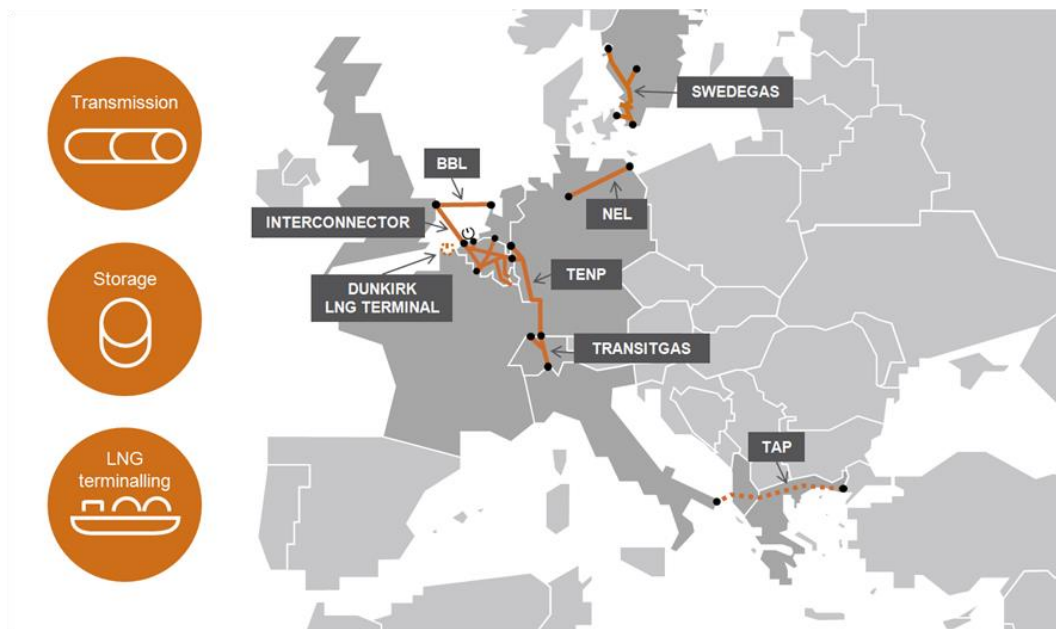


- Enagás is a Spanish midstream gas infrastructure company with more than 45 years of experience and certified as independent European TSO (Transmission System Operator)
- An international standard bearer in the development and maintenance of natural gas infrastructures and in the operation and management of gas networks. In Spain, the company is the main transmission company of natural gas and also the Technical System Manager. It owns and operates approximately 12.000 km of pipeline, three underground storages and four regasification plants in Barcelona, Huelva, Cartagena and Gijón. It also owns 50% of the BBG regasification plant in Bilbao and 72.5 % of the Sagunto plant in Valencia.
- A leading global LNG company, is one of the companies with the most LNG regasification terminals in the world.
- The company is present in eight countries: Spain, Mexico, Chile, Peru, Sweden, Greece, Albania and Italy.
- In Mexico, the company holds a stake in the TLA Altamira regasification plant; is a member of the consortium that built and now operates the Morelos gas pipeline and a member of the consortium that developed the Soto La Marina compressor station in operation now. It is also the main shareholder of Quintero LNG terminal in Chile and holds stakes in

Transportadora de Gas del Perú (TgP) and Compañía Operadora de Gas del Amazonas (Coga) in Peru. In addition, it is part of the consortium developing the South Peru gas pipeline, Gasoducto Sur Peruano (GSP).

- Enagás is also involved in the Trans Adriatic Pipeline project (TAP), which will bring gas to Europe from the Caspian Sea, linking Greece, Albania and Italy, and holds a 50% stake in Swedegas, the operator of the Swedish gas system.
- The company is an indicator in sustainability, good governance, knowledge and innovation in the sector. It is a listed company at the Spanish stock market, Ibex 35, with 95% of its share capital free float.

### Fluxys in brief



- Fluxys is a Belgium based, fully independent gas infrastructure group. The company is a major gas transit operator and its offering combines gas transmission, gas storage and terminalling of liquefied natural gas (LNG).
- In Belgium, Fluxys is the independent operator of the 4100 km natural gas transmission grid and the Loenhout underground storage facility. Fluxys Belgium also operates the Zeebrugge LNG terminal through its subsidiary Fluxys LNG. Being the operator of the Zeebrugge LNG terminal since 1987, Fluxys has more than 28 years of experience in operating an LNG terminal and LNG related services. Activities at the terminal include the loading and unloading of both small and large scale LNG carriers, storage of LNG in ‘full containment’ storage tanks, LNG regasification and the loading of LNG truck trailers.
- Across Europe, the group seeks to foster the integration of the European gas market through the development of a cross border infrastructure backbone linking gas sources to markets, bridging the markets and gas trading places

and providing security of supply. The company focuses on safe, efficient and sustainable operations, quality services in line with market expectations and creating long term value for its shareholders.

- Besides its pipeline, storage and LNG terminalling assets in Belgium, Fluxys' partnerships include ownership in:
  - The Interconnector and BBL pipelines linking the UK with mainland Europe,
  - the Dunkirk LNG terminal in France,
  - the NEL and TENP pipelines in Germany;
  - the Swedegas pipeline and storage infrastructure in Sweden,
  - the Transigas pipeline in Switzerland,
  - the TAP pipeline from Turkey to Italy under construction to bring gas coming from Azerbaijan to Europe,
  - and a LNG bunkering ship with Zeebrugge as home port (under construction).

Thanks to Fluxys' partnerships in key European transmission infrastructure, the unique position of its Belgian grid as a natural gas crossroads and the major role of the Zeebrugge area, Fluxys provides access to a wide range of natural gas sources and occupies a central position on the east-west and north-south transmission routes supplying Europe.

## Annex II: CONFIDENTIALITY AGREEMENT

This confidentiality agreement is entered into on the \_\_\_\_\_ (“**Effective Date**”) by and between,

**Swedegas AB**, a company organised and existing under Swedish law with its registered office at Kilsgatan 4, 411 04 Göteborg hereinafter referred to as “**Swedegas**”.

\_\_\_\_\_, a company organized and existing under the law of

\_\_\_\_\_ with its registered office at

\_\_\_\_\_, the “**Open Season Participant**”.

Swedegas and the **Open Season Participant** are hereinafter each referred to as “**Party**” and collectively hereinafter referred to as “**Parties**”.

WHEREAS:

- A. Swedegas is currently exploring the possibility to invest in an LNG infrastructure ('**Bunkering infrastructure**') for bunkering of LNG driven ships in the Port of Gothenburg.
- B. Swedegas has the intention to offer any users of the **Bunkering infrastructure** for LNG certain services. In order to efficiently identify the market demand for such services and allocate capacity of terminal on a non-discriminatory basis, Swedegas has will launch a so-called open season process in relation to the **Bunkering infrastructure** (the "**Process**").
- C. Based on a request to submit binding capacity needs by Swedegas, **the Open Season Participant** has the intention to within this Process submit a binding capacity request form to Swedegas and accordingly, thereafter the Parties will discuss further **the Open Season Participant's** intentions to become a customer of the **Bunkering infrastructure** (the "**Cooperation**").
- D. In light of the above, the Parties have decided to enter into this confidentiality agreement in relation to the Process (the "**Confidentiality Agreement**").

The Parties have now agreed as follows:

1. Definitions

**"Confidential Information"** means all information or material of whatever nature directly or indirectly disclosed or provided whether orally, in writing, in machine-readable form or by any other means by the Disclosing Party, any of its Affiliates or Representatives to the Receiving Party or the Receiving Party's Representatives in connection with the Project, Process and/or Cooperation, including all information of which unauthorized disclosure could be detrimental to the interests of the Disclosing Party or any of its Affiliates whether or not such information is identified as confidential by the Disclosing Party, its Affiliates or

Representatives. In addition, the confidential information shall include analyses, compilations, forecasts, studies or other documents prepared by or for the Receiving Party, its Affiliates or Representatives that contain, are based or reflect any such confidential information. Furthermore, the confidential information shall include the fact that information on the Project, Process and/or Cooperation is made available to the Receiving Party, its Affiliates or Representatives and of discussions or negotiations that are taking place concerning the Project, Process and/or Cooperation as well as shall include the terms and conditions of this Confidentiality Agreement.

For the purpose of this Confidentiality Agreement when any Party is the discloser of Confidential Information, it shall be referred to herein as the “**Disclosing Party**”, and when any Party is the recipient of Confidential Information, it shall be referred to herein as the “**Receiving Party**”.

“**Affiliates**” means in relation to a Party any company or legal entity which, directly or indirectly, Controls such Party or is Controlled by such Party, or that is directly or indirectly Controlled by a company or legal entity which Controls, such Party.

“**Control**” means the power of a person or legal entity, directly or indirectly (i) to exercise more than fifty (50) percent of the voting rights, or (ii) to appoint or dismiss more than fifty (50) percent of the members of the management board or of the supervisory board of a company, or (iii) to direct the management of a company through the exercise of majority votes at management and/or supervisory board meetings of such company.

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

“**Third Party**” shall mean any party other than the Parties.



2. None of the Parties will disclose or otherwise make available in whole or in part the Confidential Information to any Third Party without the prior written consent of the Disclosing Party.
3. The Parties will not be under an obligation to keep confidential any Confidential Information which:
  - (a) they can show was already in the public domain or known to them at the time of its disclosure; or
  - (b) comes into the public domain (other than by reason of a breach of the undertakings given by the signing of this Confidentiality Agreement); or
  - (c) is lawfully received by such Party from a Third Party; or
  - (d) was independently generated by the Receiving Party as evidenced by written records; or
  - (e) was already in the lawful possession of the Receiving Party.

If only part of the exchanged Confidential Information falls under any of the above subsections, then only that part of the Confidential Information shall be excluded from the use and disclosure restrictions of this Confidentiality Agreement.

4. Each Party is entitled to disclose Confidential Information without the prior written consent of the other Parties to:
  - (a) its Affiliates and Representatives , as far as such disclosure is required and strictly necessary for the Project, Process and/or Cooperation, provided that such Affiliates and/or Representatives are bound by an obligation of confidentiality at least similar to and/or not less onerous than contained in this Confidentiality Agreement; or
  - (b) a national or European governmental authority or stock exchange, where such disclosure is required by law, regulation or order, including the Swedish Public Access to Information and Secrecy Act (2009:400) (Sw. *offentlighets- och sekretesslag*), provided that the relevant Party shall communicate to the relevant authority that the information is to be treated confidentially;
  - (c) the extent necessary to enforce the Party's legal rights in litigation or arbitration in a dispute in connection with the subject matter of this

Confidentiality Agreement and/or any superseding agreements and/or arrangements relating to the Project, Process and/or Cooperation; or  
(d) a person or legal entity to which any right or obligation under this Confidentiality Agreement has been or will be assigned or a legal successor of a Party, provided that the Party assigning or to be legally succeeded shall first obtain from such assignee or legal successor a written undertaking of confidentiality at least similar to and/or not less onerous than contained in this Confidentiality Agreement.

5. Each Party agrees that, upon notification by the Disclosing Party it will return to the Disclosing Party forthwith any Confidential Information in its possession together with all copies thereof and any documents or materials in its possession or control which incorporate such Confidential Information. Notwithstanding the foregoing, no Party shall be required to return or destroy such Confidential Information where the same forms part of the permanent records of the Party or any of its Affiliates and/or is required to be retained to comply with any applicable legal or regulatory requirements and such retained information is kept confidential in accordance with the terms of this Confidentiality Agreement.
6. Each Party understands that in furnishing the Confidential Information, the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, reliability or completeness of any of the Confidential Information. The Disclosing Party shall not be liable for any direct, indirect or consequential loss suffered by the other Party as a result of relying on any of the Confidential Information. A Party shall on the sole basis of this Confidentiality Agreement not be obliged to enter into the Process and/or Cooperation further to the Process.
7. The Confidential Information will remain the property of the Disclosing Party and any copyright and other rights in and to the Confidential Information disclosed shall remain vested in the Disclosing Party. No license or right in respect of the Confidential Information is granted hereunder to the Receiving Party and no license or right shall be deemed to have arisen or be implied.
8. Each Party will absorb its own costs related to the Process.

9. Each Party is legally responsible for any breach of this Confidentiality Agreement by it or its Affiliates and/or Representatives.

10. Each Party shall indemnify and hold the other Party harmless from and against any claim or proceeding (and any cost, expenses or other liabilities arising there from) brought by any Third Party as a result of any breach of this Confidentiality Agreement.

11. Each Party agrees that the other Party shall be entitled to remedies, including injunction and specific performance, in the event of any breach or threatened breach of this Confidentiality Agreement and each Party shall not oppose the granting of such remedies on the grounds that damages are an adequate remedy.

12. If any obligation arising from this Confidentiality Agreement shall be held unenforceable or illegal, in whole or in part for whatever reason, the enforceability of the rest of the obligations under this Confidentiality Agreement shall be unaffected. No failure or delay by either Party in exercising any right, power or privilege conferred by this Confidentiality Agreement shall operate as a waiver of it, nor will any single or partial exercise preclude any further exercise of such right, power or privilege.

13. Nothing in this Confidentiality Agreement shall create, or be deemed to create a partnership between the Parties and it shall not result in any Party being considered the agent of any other Party for any purpose.

14. This Confidentiality Agreement may be executed in any numbers of counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same agreement.

15. Neither Party hereto shall assign, transfer or otherwise dispose of this Confidentiality Agreement or any of its rights, interest or obligations hereunder without the prior written consent of the other party except in the case of assignment of this agreement to an Affiliate provided, however, the assigning Party shall remain liable for all obligations, either expressed or implied, under this Confidentiality Agreement. Without limiting the foregoing, this Confidentiality

Agreement shall bind and inure to the benefit of the Parties and their respective legal successors and assigns.

16. This Confidentiality Agreement shall be effective as of the Effective Date and shall terminate three (3) years after the Effective Date, unless terminated earlier or otherwise amended in writing by mutual agreement of the Parties. The Parties acknowledge and agree that all Confidential Information disclosed by and between them in relation to the Process will be deemed to have been disclosed under terms and conditions of this Confidentiality Agreement.

17. If a Receiving Party breaches any of its obligations under this Confidentiality Agreement the Disclosing Party shall have the right to forthwith terminate this Confidentiality Agreement in relation to such Receiving Party. The Receiving Party in breach shall be liable to the Disclosing Party for any loss or damages the Disclosing Party may suffer as a consequence of the unauthorised disclosure of the Confidential Information, including any subsequent disclosures by any person or legal entity to whom the Receiving Party disclosed the Confidential Information, either directly or indirectly. The termination of this Confidentiality Agreement shall not affect any rights or liabilities of any Party accrued during the term of this Confidentiality Agreement.

18. All obligations created by this Confidentiality Agreement shall survive amendment or termination of this Confidentiality Agreement for a period of three (3) years after the termination of this Confidentiality Agreement. Subject to the limitations set forth herein, this Confidentiality Agreement shall take effect for the benefit of and be binding upon the Parties, their legal successors and assigns.

19. This Confidentiality Agreement and this clause 19 shall be exclusively governed by and interpreted in accordance with Swedish law. Except for injunctive relief in summary proceedings before any competent court, all disputes arising in connection herewith shall be finally settled under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce as in effect as of the date of commencement of the arbitration proceedings, by three (3) arbitrators. The arbitration proceeding shall take place in Gothenburg, Sweden, and shall be conducted in the English language. The arbitration decision shall be binding upon the Parties and judgment upon any award rendered may be entered

in any court having jurisdiction.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a Third Party without the written consent of the other Parties. This notwithstanding, a Party shall not be prevented from disclosing such information to the extent necessary to enforce its legal rights in litigation or arbitration in a dispute in connection with the subject matter of this Confidentiality Agreement and/or any superseding agreements and/or arrangements relating to the Project, Process and/or Cooperation, or if obligated to do so pursuant to statute, regulation, a decision by an authority, a stock exchange agreement or similar, including the Swedish Public Access to Information and Secrecy Act (2009:400) (Sw. *offentlighets- och sekretesslag*).

Should this Confidentiality Agreement or any part thereof, be assigned or transferred to a Third Party, such Third Party shall automatically be bound by the provisions of this clause 19.