

This Confidentiality Agreement is made on the date noted below.

CB&I Nederland B.V., a McDermott group company organized and existing under the laws of England and Wales, with a principal place of business at Prinses Beatrixlaan 35 2595AK, The Hague, The Netherlands (hereinafter referred to as " McDermott ").

European Young Engineers (EYE MTÜ), c/o Sunny Business Services, a company formed and existing under the laws of Estonia, with an office located at Järvevana tee 9-40, 11314 Tallinn, Estonia (hereinafter referred to as the "Recipient");

The parties may also be referred to individually as "Party" or collectively as "Parties".

## **WHEREAS**

McDermott may furnish the Recipient with certain information which is non-public, confidential or proprietary information of McDermott for the purpose of preparing and executing the business challenge activity ("the Purpose").

McDermott wishes to safeguard its rights with respect to that information and to protect the confidentiality of, and proprietary features contained in that information.

The Parties, intending to be legally bound, hereby agree as follows:

1. "Information" shall include any verbal or written information (written information includes information recorded or stored in a digital format on electronic, magnetic, or optical media) including but not limited to patents, trade secrets, know-how, processes, data, plans, specifications, flow charts, drawings and other technical, economic or research information, requests for proposals, Customer information or data of any kind, Customer requirements, and other technical, business or financial information disclosed by McDermott, its directors, officers, employees, agents or representatives, after the date hereof, directly or indirectly, and in any form, including but not by way of limitation, all analyses, calculations, compilations or other documents prepared by the Recipient derived from and/or containing such Information.

Information shall not include any information that:

- (a) Can be shown to have been in the possession of Recipient on a non-confidential basis prior to the receipt of same from McDermott;
- (b) Is or becomes part of the public domain by publication or otherwise through no fault or other action of the Recipient or of any third party authorised to receive Information with McDermott's prior written consent.
- (c) Is received by the Recipient, without a current obligation of confidentiality or limited use, from a third Party, who is established as a lawful source of the Information, and without breach of this Confidentiality Agreement by the Recipient.
- (d) Is independently developed by the Recipient without recourse to the received information.

It is understood that the Information disclosed to the Recipient shall not be deemed to be within any of the four exceptions, (a), (b), (c) and (d) of this Paragraph 1 merely because it is embraced by more general information within any one or more of these exceptions. Furthermore, any combination of features shall not be deemed to be within these exceptions, unless the combination itself is within any one or more of these exceptions.

2. The obligations of the Recipient with respect to the Information shall be:

- (a) To not disclose the Information to third parties or use Information for any purpose other than the Purpose. Recipient may disclose Information to the limited extent necessary to achieve the

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Purpose, but only provided that Recipient first identifies the recipient third party to McDermott, and Recipient enters into a non-disclosure and limited-use agreement with the recipient third party with terms and conditions no less stringent than those found herein. Even thereafter, Recipient shall only disclose to its recipient third party the minimum amount of information necessary for McDermott or the Recipient to accomplish the Purpose. Recipient shall be jointly and severally liable to McDermott for any breach of the non-disclosure of limited use provisions by its recipient third party.

- (b) To restrict the Information to employees of the Recipient and its Affiliates reasonably required to be aware of such Information for the Purpose, and who are obligated with respect to the Information to at least the same extent as Recipient is obligated hereunder; and
- (c) To return the Information to McDermott no later than thirty (30) days of the date of McDermott's written request.

"Affiliates" mean any company or legal entity that controls, or is controlled by, or that is controlled by an entity that controls, a Party. "Control" means the direct or indirect ownership of more than fifty (50) percent of the voting rights in a company or other legal entity. Any Affiliate shall be subject to the same obligations of confidentiality as Recipient.

Recipient agrees that information made available under the terms of this Confidentiality Agreement, and any technology derived there from, are or may be subject to the continuing approval of the government of the United States of America and other application governmental authorities relating to the export of technical data and equipment and products produced there from. The Recipient agrees that it shall neither directly, nor indirectly, export or re-export said information or any technology derived there from (including any plans, apparatus, machines, equipment, processes or services embodying, resulting from or relating to such information) to any country or entity restricted by said regulations, unless prior written authorization is obtained from the United States Department of Commerce or other appropriate regulatory agency of the United States government or other applicable government authority.

Recipient shall cooperate in good faith with the reasonable requests of McDermott made for purposes of compliance with such export laws and regulations. Notwithstanding any termination or expiration of this Agreement, the obligations of this Paragraph "2" shall be binding on Recipient as long as the relevant jurisdiction's export control laws and regulations are in existence.

- 3. No right, assignment or license, either express or implied, under any McDermott's patent, patent application, trademark, copyright, or trade secret is hereby granted. This Agreement shall not constitute any representation, warranty or guarantee to the Recipient by McDermott with respect to the non-infringement of patents or other rights of third parties.
- 4. McDermott shall not be liable to the Recipient for any errors or omissions in Information disclosed by it under this Agreement nor for the use or the results of the use of the Information by the Recipient or any authorized third party recipient.
- 5. In the event that Recipient or anyone to whom it transmits the Information pursuant to this Agreement becomes legally compelled (by oral questions, interrogatories, subpoena, civil investigative demand or similar legal process) to disclose any of the Information, the Recipient will, to the extent possible, provide McDermott with prompt written notice so that McDermott may seek a protective order or other appropriate remedy in its discretion. In the event that such protective order or other remedy is not obtained, or McDermott waives compliance with the provisions of the Agreement, Recipient will furnish only that portion of the Information that is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.
- 6. Recipient acknowledges and agrees that McDermott would not have an adequate remedy at law and would be irreparably harmed in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, Recipient agrees that McDermott shall be entitled to injunctive relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which McDermott may be entitled, at law or in equity.

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7. Recipient shall indemnify and keep fully indemnified McDermott at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other [reasonable] costs and expenses suffered by McDermott arising from any breach of this Confidentiality Agreement by the Recipient and from the actions or omissions of the Recipient.
  8. This Agreement may not be assigned by Recipient without the prior written consent of McDermott.
  9. No failure or delay by McDermott in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.
  10. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration. This Agreement shall be interpreted and construed under the laws of England.
  11. Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved within thirty (30) days from the date of notice of dispute sent by one Party to the other Party, shall be referred to and finally settled by arbitration in accordance with the LCIA Rules and:
    - (a) the arbitral tribunal shall consist of three arbitrators comprising two members and a chairman (unless agreed otherwise);
    - (b) the appointing and administering authority shall be The London Court of International Arbitration ("LCIA");
    - (c) the venue and seat of arbitration shall be London, England; and
    - (d) the language of the arbitration shall be English.
  12. No amendment to this Agreement shall be valid and effective unless made in writing and signed by an authorized representative of both Parties.
  13. This Confidential Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any other agreement or instrument, whether written or oral, that may have been made or entered into between the parties.
  14. This Confidentiality Agreement will terminate fifteen (15) years after the signature date .

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement on the day shown below.

CB&I Nederland B.V.

European Young Engineers (EYE MTÜ)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_