

Confidentiality Agreement

between

(market participant)

(address)

in the following “market participant”

and

energy & meteo systems GmbH
Marie-Curie-Str. 1, 26129 Oldenburg, Germany
in the following “energymeteo”

1 Preamble

The market participant will receive forecasting data of wind farms through Southwest Power Pool, Inc. (SPP). The individual wind resource forecasts are generated by energymeteo for SPP.

energymeteo confirms that the transfer of these forecasting data to individual market participants is covered by contract between energymeteo and SPP (EM-SPP Agreement) under the condition that the forecasting data is kept confidential by market participants and not disclosed to other third parties except as permitted in this Agreement.

For the purpose of this Confidentiality Agreement (Agreement) Forecasting Data means any proprietary or confidential information concerning the future power output of a wind farm or turbines, including, but not limited to, generation schedules in any granularity or update frequency or aggregation level, generated by energymeteo and only made available by energymeteo to market participant for its own wind farm(s) pursuant to the EM-SPP Agreement.

2 Agreement

Acting through its authorized representative, the market participant agrees to the following:

1. The market participant will maintain the Forecasting Data in confidence and will not disclose the Forecasting Data electronically, orally, in writing, or by any other means or in any other form to any third party, except as permitted under this Agreement.
2. The market participant is expressly permitted to disclose the Forecasting Data (as well as any publication derived from the Forecasting Data, any evaluation results or compilations based on the Forecasting Data) to any third party which requires the Forecasting Data to perform its responsibilities in connection with the market participant transacting business with SPP including, without limitation, any parent, principal, affiliate or subsidiary of market participant, any entity, representative, agent, or consultant retained by market participant for professional advice, any entity providing financing to market participant, or any entity purchasing or selling power to market participant, any SPP market participant, asset owner, or other third party ; provided that such third party has signed this Agreement or a confidentiality agreement containing the same disclosure limitations as contained herein with energymeteo.
3. The market participant will maintain the Forecasting Data received hereunder in strict confidence for a period of three (3) years from the date of disclosure.
4. Except as otherwise permitted under this Agreement, any publication derived from the Forecasting Data, any evaluation results or compilations based on the Forecasting Data prepared by the market participant for external distribution to a third party shall be subject to energymeteo's prior written approval which will not be unreasonably withheld.
5. This Agreement does not create a licence, partnership, joint venture or any other relationship or obligation whatsoever between the parties, save the relationship and obligations specifically set out herein before and solely for the limited purposes described herein.
6. energymeteo warrants that it owns and has the right to transfer Forecasting Data to market participant, and energymeteo agrees to indemnify and hold harmless market participant from any third party infringement claims related to market participant's use of the Forecasting Data.

7. This Agreement is not a service contract between energymeteo and market participant concerning the delivery of Forecasting Data. energymeteo is not liable for any damage, loss of property, loss of income or any other consequence that arises from using the Forecasting Data and does not guarantee that Forecasting Data will be made available to the market participant by SPP.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, United States of America.
9. Nothing in this Agreement shall be construed to prevent disclosures required by law, regulation, court order, judgment, decree or other legal process, but only to the extent and for the purposes of such required disclosure; provided that market participant will, to the extent not prohibited by law, first notify energymeteo of such requirement and permit energymeteo to seek an appropriate protective order within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process.

3 Waiver of Consequential Damages

In no event shall either party or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, incidental, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the breach of, or any performance or non-performance of any obligation under this Agreement or any exhibit attached hereto, including damages or claims thereof arising from increased cost of capital, loss of revenue, income, profits, or use, and similar causes, irrespective of whether such damages are reasonably foreseeable, and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or any other legal theory, and even if advised of the likelihood of such damages.

4 Effective date

This Agreement is valid from date of the market participant's signature below.

5 Signatures

Signed by

(market participant)

(name)

(position)

(date)

(signature)