

- (b) by the Party not in default in accordance with Clause 6.3(b)(iii); or
- (c) by mutual written agreement by both Parties.

As it relates to the Framework Agreement, this Clause 12.1 constitutes an amendment in accordance with clause 11.1 of the Framework Agreement.

12.2 Effect of Termination

In the event of termination of this Agreement under Clause 12.1, all rights and obligations of the Parties shall cease, provided that such termination shall not affect:

- (a) any rights or obligations which have accrued or become due prior to the date of termination; and
- (b) the continued existence and validity of the rights and obligations of the Parties under Clauses 1, 10, 13, 14, 16, 18, 19, 20 and 21 of this Agreement.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

13.1 Confidentiality

For a period commencing on the date hereof and expiring two (2) years thereafter each Party undertakes to the other Party that, subject to Clause 13.2, it shall not, and shall procure that its Affiliates shall not, except with the prior written consent of the other Party, disclose to any Person any information (whether written, visual or oral):

- (a) relating to the terms of this Agreement and any other Transaction Documents or the subject matter thereof;
- (b) relating to the business, finances, assets, liabilities, contracts, dealings, know-how, customers, suppliers, processes, plans or affairs of the Parties or their Affiliates;
- (c) in the case of the Seller and its Affiliates, in connection with the Company and its business (including the Facility and the Project Agreements); and
- (d) which is expressly indicated to be confidential in relation to the Party making the disclosure, or the Affiliates of such Party,

(the "Confidential Information"), and with effect from Stage 1 Completion, Confidential Information relating to the Company (whether in relation to any period on, before or after Stage 1 Completion) shall be treated as Confidential Information of the Buyer.

13.2 Permitted Disclosure

Confidential Information may be disclosed by a Party without the consent described in Clause 13.1:

- (a) to the extent that such information has been made public with the consent of the other Party, or other than by breach of any obligations under this Agreement;