

MRSO TRUST & CONFIDENCE AGREEMENT

**AN AGREEMENT made the — day of —
BETWEEN:**

- (1) "ESB" : Electricity Supply Board, a statutory corporation having its principal office at 27 Lower Fitzwilliam Street, Dublin 2
- (2) "The Executive": _____ , ESB (SN: _____).

WHEREAS:

- (A) The Executive is an employee of ESB and is employed by ESB in the MRSO function. Arising from the course of the Executive's employment, the Executive has access to confidential information and data including commercially sensitive information and data;
- (B) In accordance with ESB MRSO's Confidentiality Policy, as amended from time to time (hereinafter called "the Policy"), ESB MRSO is obliged to conduct its affairs in such a way as to maintain the confidentiality of said confidential and commercially sensitive information and data in its possession which information and data is clearly defined in the Policy (hereinafter called "Confidential Information"), a copy of which is attached hereto (Schedule 1);
- (C) In order to ensure the confidentiality of said Confidential Information and in accordance with the Policy the Executive has agreed to enter into this MRSO Trust and Confidence Agreement.

IN CONSIDERATION of the executive's employment in the ESB MRSO activity and the mutual covenants and undertakings given by both parties, it is now hereby agreed as follows:

- 1. **THE EXECUTIVE HEREBY ACKNOWLEDGES** as follows:
 - 1.1 that the terms of this Trust and Confidence Agreement are supplemental to the Executive's contract of employment with ESB;
 - 1.2 that ESB MRSO possesses a valuable body of Confidential Information;
 - 1.3 that ESB MRSO gives the Executive access to said Confidential Information in order that he/she may carry out his/her duties;
 - 1.4 that ESB requires its ESB MRSO staff to accept restrictions which are set out below for its and each of their mutual protection.

2. EXECUTIVES OBLIGATIONS

2.1 Confidential Information

- 2.1.1 The terms Confidential Information and Commercially Sensitive Information are defined in the Policy (attached Schedule 1);
- 2.1.2 The Executive shall keep confidential and shall not except as authorised or required to do so by his/her duties use or disclose or attempt to use or disclose to any person, partnership, body corporate any of the Confidential Information which comes to his/her knowledge during his/her employment in ESB MRSO;
- 2.1.3 The Executive shall keep confidential and shall not except as authorised or required to do so by his/her duties pursuant to obligations under law, regulation or industry code in effect thereunder, use or disclose or attempt to use or disclose to any person or any other business of ESB Group or the Corporate Centre of ESB Group any of the Commercially Sensitive Information in respect of which ESB MRSO owes an obligation of confidentiality to any third party and which comes to his/her knowledge during his/her employment in ESB MRSO;
- 2.1.4 The Executive acknowledges that he/she has read the Policy and agrees to comply with all the recommendations contained therein;
- 2.1.5 The Executive shall not maintain personal files (which include Confidential Information but excluding reference material) except for work currently in hand and he/she shall at all times keep Confidential Information secure and keep presses and cabinets securely locked when unattended;
- 2.1.6 The Executive shall not without the prior authority of ESB MRSO remove from ESB premises or copy or allow others to copy the contents of any document, computer disk, tape or other tangible items which contains any Confidential Information or which belongs to ESB MRSO, any other business of ESB Group, any of its Associated Companies or any third party to which an obligation of confidentiality is owed;
- 2.1.7 The restriction in sub-clause 2.1.2 and 2.1.3 above shall apply during the Executive's employment but shall cease to apply to information or knowledge which the Executive establishes has in its entirety become public knowledge otherwise than through any unauthorised disclosure or other breach on his/her part of that restriction;
- 2.1.8 The Executive acknowledges that, all records, documents and other papers together with computerised company records or information, and computer software and systems of any nature whatsoever including private notes concerning ESB MRSO, ESB, ESB's Associated Companies and/or any third party and all copies and extracts of them made or acquired by the Executive in the course of his/her employment in ESB MRSO shall be used for the specific purpose for which it was intended and shall remain the property of ESB MRSO and shall be returned to it on demand at any time and without demand on Executive's transfer to another Business Unit of ESB or on the termination of the Executive's employment.

3. CONDUCT AND STANDARDS

The Executive shall carry out his/her duties to a high standard of integrity and performance and shall conform to ESB's Code of Ethics as attached hereto (Schedule 2) and entitled "Employee Code of Business Ethics".

SIGNED for and on behalf of
ELECTRICITY SUPPLY BOARD

SIGNED by
[THE EXECUTIVE]

I confirm that I have received the attachments to this Agreement (Schedule 1 and Schedule 2)

SIGNED by
[THE EXECUTIVE]