



June 25, 2021

direct each of them to comply with their applicable terms as if each Co-Investor's Affiliate had itself signed them and agreed to their terms.

4.3 For avoidance of doubt, the Co-Investor shall procure that each of the Co-Investor Affiliates shall not disclose the Information or the CDPQ Information to any other persons or entities including their shareholders.

4.4 The Co-Investor shall be responsible for any breach of the terms of the Confidentiality Agreement or the Confidentiality Undertaking by any of the Co-Investor Affiliates as if the Co-Investor were the party that had breached them.

## 5. Non-Contact

5.1 The Co-Investor shall, and shall cause each of the Co-investor Affiliates and its Connected Persons not to make, or have any contact with any known officer, manager, employee or adviser of ATC's Group in connection with the Opportunity without CDPQ's prior consent.

## 6. Definitions

For the purposes of this Confidentiality Undertaking:

6.1 **CDPQ Group** shall mean CDPQ and its subsidiary undertakings;

6.2 **Co-Investor Affiliates** has the meaning given in clause 4.1;

6.3 **Connected Persons** shall mean (a) any subsidiary undertaking of the Co-Investor; (b) any parent undertaking of the Co-Investor (whether direct or indirect); (c) any subsidiary undertaking of a parent undertaking within (b); and (d) any adviser, consultant, agent, representative, officer, director, employee or partner of the Co-Investor, or of any person within (a) to (c); and

6.4 **Third Party** shall mean any person other than CDPQ or any member of the CDPQ Group or its directors, employees, consultants, advisers and representatives.

## 7. Governing Law and Jurisdiction

The governing law and jurisdiction provisions of the Confidentiality Agreement shall apply mutatis mutandis to this Confidentiality Undertaking.

## 8. Term

This Confidentiality Undertaking shall become effective on the date hereof and shall terminate upon expiration of the Confidentiality Agreement, provided that the confidentiality obligations of the Co-investor shall survive and continue for a period of nine (9) months following the term.

June 25, 2021

Accepted, this 25th day of June 2021

KB Securities Co., Ltd.

Per:  \_\_\_\_\_

Name: Jeong Hwang

Title: Head of Infrastructure Investment Department, Managing Director

June 25, 2021

Schedule A – the Confidentiality Agreement