INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

NiQuan Energy LLC and NiQuan Energy Trinidad Limited
v.

Trinidad and Tobago

(ICSID Case No. ARB/24/17)

PROCEDURAL ORDER NO. 5

Members of the Tribunal
Dr. Laurent Lévy, President of the Tribunal
Dr. Stanimir A. Alexandrov, Arbitrator
Prof. Zachary Douglas KC, Arbitrator

Secretary of the Tribunal
Mr. Oladimeji Ojo

Assistant to the Tribunal
Dr. Magnus Jesko Langer

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19 March 2026

1. Procedural Background

1.1. On 13 January 2026, the Tribunal issued Procedural Order No. 4, providing a decision on the Parties' respective document production requests. The Claimants' Request No. 3 read as follows:

> *"The following documents relating to the various meetings of the Cabinet of Ministers of the RTT ("**Cabinet**") (and its various subcommittees, including the SCE), the NGC, the MoEEI and the Office of the Attorney General concerning the anticipated or actual supply of gas to the GTL Plant between 25 January 2016 and 14 August 2023:*
>
> *(a) …*
> *(b) Agenda, minutes of the meeting, and/or any resolution(s) passed by Cabinet and/or the SCE relating to its meeting on or around 25 January 2016 (Memorial, para. 74);*
> *(c) Agenda, minutes of the meeting, and/or any resolution(s) passed by Cabinet and/or the SCE relating to its meeting on or around 23 October 2017 (Memorial, para. 14);*
> *(d) Agenda, minutes of any meetings, and/or any resolution(s) passed at such SCE or Cabinet meetings, to the extent such meetings addressed or related to the anticipated or actual supply of gas to the GTL Plant;*
> *(e) …"*

1.2. The Claimants' Request No. 3 was granted in part and as specified in Procedural Order No. 4. In doing so, the Tribunal ordered that *"the Claimants shall agree with the Respondent on a confidentiality regime ensuring that any responsive documents falling under this sub-request is not made public, it being specified that the Tribunal and the Centre will in any event try and maintain the confidentiality of those documents and therefore not publish them pursuant to paragraph 25.3 of Procedural Order No. 1".* This specification was made in respect of the Claimants' Request Nos. 3(b), 3(c) and 3(d).

1.3. Further to that direction, the Parties have conferred and jointly agreed the terms of this Confidentiality Order.

1.4. The Parties have also agreed that certain documents disclosed by the Respondent pursuant to the Claimants' Request No. 17(a) shall be covered by this Confidentiality Order. In respect of that Request, the Tribunal ordered the Respondent to:

> "*produce documents sufficient to show the identity any entities, other than NGC (which the Respondent already identified e.g. at paragraph 319 of its Counter-Memorial), supplying gas to UD, and shall use its best efforts to obtain from*

UD and produce the contracts for the supply of gas between UD and those entities (including any amendments, revisions, addenda or clarifications thereto) and any notices of curtailment between UD and its supplier(s)".

1.5. The Parties have agreed that the contracts for the supply of gas between UD and the NGC (the "**NGC Contracts**") disclosed pursuant to this Request No. 17(a) shall be covered by this Confidentiality Order.

1.6. For the purposes of this Confidentiality Order:

1.6.1. "**Party**" means the Claimants, NiQuan Energy LLC and NiQuan Energy Trinidad Limited, or the Respondent, the Republic of Trinidad and Tobago.
1.6.2. "**Confidential Documents**" has the meaning given at paragraph 2.1.
1.6.3. "**Disclosing Party**" means the Party which discloses Confidential Documents.
1.6.4. "**Receiving Party**" means the Party which receives Confidential Documents.
1.6.5. "**Counsel**" means, in the case of the Claimants, Baker & McKenzie LLP; in the case of the Respondent, Steptoe International (UK) LLP and Steptoe LLP; and, in either case, any additional agents, counsel or advocates as may be designated under paragraph 9 of Procedural Order No. 1 (**"PO1"**).

1.7. These proceedings are conducted in accordance with the ICSID Convention and the ICSID Arbitration Rules in force as of 1 July 2022.

2. Scope of Application

2.1. This Confidentiality Order applies to those documents which are produced by the Respondent pursuant to the Tribunal's decision on the Claimants' Request Nos. 3(b), 3(c), 3(d) and the NGC Contracts (the "**Confidential Documents**").

2.2. All Confidential Documents shall be used only for the purposes of this arbitration proceeding, and shall not be made public by the Tribunal, ICSID, the Receiving Party or the Receiving Party's Counsel, and shall not be disclosed to anyone other than as set forth in this Confidentiality Order.

2.3. For greater certainty, the Respondent may mark the Confidential Documents to indicate their confidential status on their face and/or in their filenames.

2.4. Further, to the extent that a document which is to be published pursuant to paragraph 25 of PO1 (or otherwise) contains or refers to information derived from the Confidential Documents, that information shall be redacted under the procedure set out in paragraph 26 of PO1.

3. General Obligations of Confidentiality

3.1. The Receiving Party, the Receiving Party's Counsel and any other person to whom they disclose the Confidential Documents under Section 4 (Disclosure of Confidential Documents) shall:

3.1.1. keep all Confidential Documents received strictly secret and confidential;
3.1.2. not disclose or reveal such Confidential Documents to any person or entity, with the exception that the Receiving Party may disclose or reveal the Confidential Documents to those persons or entities listed under Section 4 (Disclosure of Confidential and Documents) below;
3.1.3. use the Confidential Documents strictly for the purpose of protecting or pursuing a legal right in this arbitration proceeding;
3.1.4. not produce any copies of the Confidential Documents received, other than as is necessary to protect or pursue a legal right in this arbitration proceeding; and
3.1.5. not process the Confidential Documents or any information contained therein in any way using machine learning or artificial intelligence models.

3.2. Further, within 120 days following the issuance of the final award in this arbitration, the Receiving Party and the Receiving Party's Counsel shall destroy all copies of the Confidential Documents in their possession, custody or control (including in any electronic backup system), and shall cause any persons to whom the Confidential Documents have been disclosed (except for the Tribunal and ICSID and such other persons as listed in paragraphs 4.1.1 and 4.1.2 below) to destroy all copies in those persons' possession, custody or control (including in any electronic backup system). However, if within that 120-day period either Party seeks any post-award remedy under ICSID Convention Articles 49(2) or 50-52, the deadline for destroying the Confidential Documents shall be 120 days after the conclusion of those further proceedings. Within seven days after the deadline for destroying the Confidential Documents, the Receiving Party's Counsel shall certify in writing to the Disclosing Party's Counsel that the obligations under this paragraph 3.2 have been complied with.

4. Disclosure of Confidential Documents

4.1. Absent a ruling by the Tribunal or written agreement between the Parties, access to, or disclosure of, Confidential Documents shall be limited to the following persons:

4.1.1. The members of the Tribunal, the assistant to the Tribunal and any persons employed by the Tribunal in connection with this arbitration;
4.1.2. The ICSID Secretariat and persons employed by the ICSID Secretariat, including counsel, secretaries, transcribers, translators, and any clerical or administrative personnel;

4.1.3. The Parties' respective Counsel, as well as the necessary clerical, secretarial, and paralegal staff employed by the Parties' Counsel;
4.1.4. Translators retained by Counsel for the Parties;
4.1.5. The following representatives of the Claimants: Mr David Dhanoo, Mr Ainsley Gill and Mr Varune Mungal;
4.1.6. Expert witnesses (including necessary clerical and secretarial staff employed by expert witnesses) retained by the Parties to assist with this arbitration, provided that the document is relevant to the experts' evidence ; and
4.1.7. Witnesses in the arbitration proceeding, provided that the witness in question is an individual who appears from the face of the document to have drafted, prepared, executed, had knowledge of the substance of, or received the document, or who had prior lawful access to the document or the information contained therein.

4.2. The Party disclosing information to any person listed in paragraphs 4.1.3 to 4.1.7 shall ensure that such person is: (i) shown a copy of this Confidentiality Order; and (ii) has agreed in writing, where applicable on behalf of the company for which they are an authorised representative, to the terms of this Confidentiality Order by the execution of the Confidentiality Undertaking attached hereto as Annex A. Copies of the executed versions of Annex A shall be disclosed between the Parties in the event that a Confidential Document is made public by persons other than the Disclosing Party.

5. Use of the Confidential Documents at the Hearing

5.1. In light of paragraph 25.4 of PO1, namely that hearings shall not be open to the public, the Parties shall be permitted to rely on and refer to any Confidential Document during the course of a hearing. Transcripts of the hearing shall not be published, per paragraph 25.3.3 of PO1.

6. Other

6.1. The obligations arising under this Confidentiality Order shall remain in full force and effect until five years after the later of the following events: (i) the termination of these arbitration proceedings; or (ii) the expiry of the deadline under paragraph 3.2 above.

6.2. This Confidentiality Order shall survive the conclusion of these arbitration proceedings, and the Parties shall retain their rights to enforce this Order before the Couts of England & Wales which shall have exclusive jurisdiction to enforce this Order following the conclusion of these proceedings.

6.3. This Confidentiality Order shall be subject to any further direction of the Tribunal.

The Parties confirm their agreement to the terms as set out above:

On behalf of the Claimants:

[signed]

Name: Mr Andy Moody
Baker & McKenzie LLP
Counsel for the Claimants
Date: 12 March 2026

On behalf of the Respondent:

[signed]

Name: Matthew Coleman
Steptoe International (UK) LLP
Counsel for the Respondent
Date: 12 March 2026

On behalf of the Tribunal,

[signed]

_____
Dr. Laurent Lévy
President of the Tribunal
Date: 19 March 2026

ANNEX A – ENDORSEMENT OF CONFIDENTIALITY AGREEMENT

NiQuan Energy LLC and NiQuan Energy Trinidad Limited

v.

Trinidad and Tobago

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CONFIDENTIALITY UNDERTAKING

I, _____ acknowledge and declare that:

1. I have received a copy of this Confidentiality Order dated [INSERT DATE] in the Arbitration (the **"Confidentiality Order**"), which I have read and understand.

2. I undertake, [both in my personal capacity and as an authorised representative of [company name]] that I will comply with the terms of this Confidentiality Order in respect of any Confidential Documents that I [or Company Name] may receive.

3. I will return all Confidential Documents that are provided to me [or Company Name], and all documents and materials that have been prepared relating thereto, to Counsel for the Party from whom I received such Confidential Documents.

By: _____ Date_____