

This Confidentiality Agreement (the “**Agreement**”) is made by and between:

1. **S.C. DEPOMURES S.A.**, a company duly organised and existing under the laws of Romania, having its headquarters located at 1, Strada Tamas Erno, Targu-Mures, Mures, Romania, registered with the Trade Registry under no. J26/585/2002, sole identification code RO14774109, duly represented by Mr. Razvan GEORGESCU, General Director, in his capacity as empowered person hereinafter referred to as „**Depomureş**” and

2., a company duly incorporated under law, having its registered office at, registered at the Trade Registry under number and subject to VAT under number, hereby represented by in their capacity as, duly authorized for that purpose, hereinafter referred to as “.....”.

Both Depomureş and are referred to collectively as the “**Parties**” and separately as a “**Party**”.

PREAMBLE

WHEREAS is a company active in construction services in the industrial, infrastructure and/or energy sectors;

WHEREAS Depomureş is interested in developing the storage assets currently exploited, by developing in a first stage a gas transport pipeline between Mures compression station and group 12 Tg.Mures metering panel and upgrading works on gas transport network its own gas plant, located in Mures county area (hereinafter referred to as the “**Project**”), and such Project shall require turnkey execution services;

WHEREAS in order to implement the Project and negotiate and conclude a turnkey execution agreement, a tender process is required;

WHEREAS is interested to submit to the tender process, Parties are willing to provide each other with Confidential Information (as defined below), both according to the terms and conditions as set forth in the present Agreement.

NOW THEREFORE IT HAS BEEN AGREED AS FOLLOWS:

1. For the purpose of this Agreement, Confidential Information means and includes:

- (a) any and all information, data and documents (whether written or oral, tangible or intangible) disclosed (whether before, on or after the date hereof) by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) or to their directors, officers, employees, agents or advisors (collectively, the “**Representatives**”) on or in connection with Depomureş and/or the Project;
- (b) analyses, compilations, studies or other documents prepared by the Receiving Party or its Representatives or on its behalf which contain, reflect or are otherwise generated from the information specified in 1.a) above; and
- (c) the existence, contents and progress of any discussion and negotiations between the Parties and of its shareholders; the content of any resulting offer, the structure and terms of any

written or oral agreements, contracts and undertakings relating to the Project and the existence and contents of this Agreement.

2. The term Confidential Information will not, however, include information which:
 - (i) at the date of its disclosure to the Receiving Party or its Representatives was already known or, afterwards, became publicly available other than as a result of a disclosure by the Receiving Party or its Representatives in breach of the present Agreement; or
 - (ii) the Receiving Party can demonstrate information was lawfully in its possession prior to disclosure, free of any restriction as to its use or disclosure; or
 - (iii) the Receiving Party can demonstrate information was disclosed to it or its Representatives on a non-confidential basis by a third party, provided that such third party is so far as the Receiving Party is aware (acting reasonably), not bound by any confidentiality obligation; or
 - (iv) was developed by the Receiving Party independently; or
 - (v) disclosing is made to the persons entitled to have access to such information, in full accordance with the relevant laws and the internal regulations and policies in force.
3. Accordingly, the Receiving Party hereby undertakes, by entering into this Agreement to:
 - (i) keep all Confidential Information secret and confidential and only disclose it to its Representatives on a need to know basis and provide that they are informed by it of the confidential nature of the Confidential Information;
 - (ii) only use the Confidential Information for the sole purpose of the tender process in connection with the Project;
 - (iii) keep the Confidential Information secure and in such a way so as to prevent unauthorized access by any third party; and
 - (iv) inform the Disclosing Party if it becomes aware that Confidential Information has been disclosed at any time to an unauthorized third party.
4. The Receiving Party shall procure that its Representatives to whom the Confidential Information is disclosed in accordance with this Agreement observe the obligations contained herein and the Receiving Party will be responsible for any breach of this Agreement by it or any of its Representatives or affiliates' Representatives.
5. In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law, regulation, legal process, governmental or regulatory authority or stock exchange to disclose any of Confidential Information, the Receiving Party will (to the extent permitted by law, regulation, process or such authority) notify the Disclosing Party so that the latter may seek a protective order or other appropriate remedy or, in the Disclosing Party's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the Disclosing Party waives compliance with the terms of this Agreement or the Receiving Party is prevented by law, regulation, process or such authority from so notifying the Disclosing Party, the Receiving Party will furnish only that portion of Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

6. At the termination of this Agreement and within two (2) months of a request of the Disclosing Party, the Receiving Party shall:
 - (i) Return all written Confidential Information provided to it or its Representatives without keeping any copies thereof (except for a copy for filing purposes or as may be required by law, regulatory authority or the Receiving Party's internal compliance requirements and other than for copies of any computer records and files containing Confidential Information that have been created pursuant to its automatic electronic archiving and back-up procedures, provided that the Receiving Party undertakes to take all practical steps to delete electronic files containing Confidential Information); and
 - (ii) Destroy all analyses, compilations, notes, studies, memoranda or other documents prepared to the extent that the same contain, reflect or derive from Confidential Information, if the case may be.
7. The Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever.
8. The Parties acknowledge and agree that the Disclosing Party, its affiliates or Representatives do not accept any responsibility for, neither make any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith.
9. This Confidentiality Agreement contains the entire agreement between the Parties concerning the confidentiality of Confidential Information and superseded all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof. No modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties, unless approved in writing by each Party.
10. This Agreement may not be transferred or assigned without the prior written consent of the other Party (which consent shall not be unreasonably withheld), unless the assignee or transferee is a successor by merger, transfer, consolidation, acquisition, legal reorganization, sale of assets or purchase of substantially all of the transferor's or assignor's assets related to the subject matter of this Agreement.
11. This Confidentiality Agreement becomes effective on the date of its execution and remains effective for five (5) years from the Effective Date.
12. This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party; provided, however, that all Articles of this Agreement relating to the rights and obligations of the Parties concerning Confidential Information disclosed during the term of this Agreement shall survive such termination, and shall remain in full force and effect for three (3) years after the termination or expiration of this Agreement.
13. This Agreement and the relationship between the Parties shall be governed by and interpreted in accordance with the Romanian laws , All disputes, controversies or claims arising out of or in connection with this Agreement, will be settled by the competent Courts of Romania. Any notification transmitted by one Party to the other will be considered as valid if the notification was sent to the address stipulated in this Confidentiality Agreement, by courier, registered letter or fax, or by e-mail, to:

For Depomures : office@depomures.ro; simona.brad@depomures.ro, Simona BRAD +40 265 260 145,
Str. Tamas Erno nr. 1, cod 540307
Targu-Mures, Mures, Romania

For: [NAME]
..... [EMAIL]
..... [FAX]

Verbal notifications will not be taken into consideration by any Party if such notifications were not confirmed in writing using the ways above mentioned.

The notifications will be considered as received: (a) on the notification transmission date, if it was delivered by courier; (b) on the acceptance of receipt date, for the notifications received by registered mail, as well as, for the ones transmitted by fax or e- mail.

* * *

This Agreement has been signed in two originals and each Party acknowledges that it has received one original of this Agreement.

For and on behalf of Depomureş

For and on behalf of

Name: Razvan GEORGESCU
Title: General Manager
Date:

Name:
Title:
Date: