

NON-DISCOLSURE AGREEMENT

concluded today, date of / 2020

The Parties:

CONPET S.A., headquartered in Ploiesti, No.1-3, Anul 1848 Street, Prahova County, registered at the Trade Register close to Prahova Court, under no.J29/6/1991, tax number RO 1350020 (hereinafter called **Conpet**)

and

the shareholder(it will also be filled in the TIN, in case of legal persons) represented by in the capacity of.....

hereinafter called Shareholder

Whereas:

- a)is Conpet shareholder, with voting right in the Ordinary Meeting of Shareholders of Conpet that will take place at 18/19.06.2020 (OGMS).
- b) on the Agenda of OGMS dated 18/19.06.2020 is being included the approval of the transaction with S.N.T.F.M "CFR MARFĂ" SA, which will be materialized by the conclusion of an addendum to the contract having as scope "Rail freight transport of the crude oil and rich gas from the loading ramps to the destinations set out by Conpet S.A."
- c) The addendum indicated at item b), which is to be concluded, contains confidential information.

The parties hereby agree on the conclusion of this Non-Disclosure Agreement, in compliance with the following clauses:

1. Confidential Information. Definition.

Under this agreement, by Confidential Information one understands the contents of the addendum to the contract having as scope "Rail freight transport of the crude oil and rich gas from the loading ramps to the destinations set out by Conpet S.A." that is to be concluded by CONPET S.A. with S.N.T.F.M "CFR MARFĂ" S.A."

2. The Supply and Use of Confidential Information

2.1. The shareholder acknowledges the confidential character of the information contained in the addendum, as well as the fact that he has requested to take note of the contents thereof, with the exclusive purpose to express his vote on the approval of the transaction, in full knowledge of the facts.

2.2. Shareholder's Liability:

- a). not to disclose to any other person any part of the confidential information (information contained in the addendum);
- b). not to disclose the contents of the confidential information without the prior written consent of Conpet, to his consultants (whose identity has been priory notified by Conpet) who must know the Confidential Information for being able to evaluate and advise the Shareholder on how to vote within OGMS in what concerns the Transaction;
- c). to make sure that the persons provided at letter b), to whom they disclose the Confidential Information are being informed (before disclosure) with regards to the clauses to this Agreement and, at the same time, he undertakes that these persons will respect these clauses, as if they themselves were part of this Agreement. The disclosure, by these persons, of the confidential information, incurs the personal liability of the Shareholder.
- d). to instantly inform CONPET, in writing, related to any threat and/or current/ potential abusive use, dissemination and/or any breach of this Agreement concerning the Confidential Information;
- e). to use the Confidential Information with the purpose mentioned at item 2.1.

3. Obligations of CONPET S.A.

3.1. To provide for, at its headquarters in Ploiești, No.1-3, Anul 1848 Street, Prahova County, the consultation of the addendum to the contract having as scope "Rail freight transport of the crude oil and rich gas from the loading ramps to the destinations set out by Conpet S.A." that is to be concluded by CONPET S.A. with S.N.T.F.M "CFR MARFĂ" S.A.".

The documents made available by Conpet cannot be photocopied.

4. Penalties

4.1. The failure to comply with the obligations of this Agreement, which has resulted in the disclosure to unauthorized persons of the Confidential Information, leads to the obligation of the Shareholder to fully compensate the damages caused following disclosure.

5. Duration of the Non-Disclosure Agreement

5.1. This Agreement has 4 (four) years validity. Consequently, the obligations of the parties remain valid for a period of four years as of the conclusion of this Agreement.

6. Litigations

6.1. The litigations resulting from the construction or execution of this Agreement will be judged by the materially competent instances at CONPET S.A. headquarters.

Considering the aforementioned, the Parties concluded this Agreement in 2 (two) original copies, one for each Party, in Romanian language, today, the date of

SHAREHOLDER,

CONPET S.A.
Director General
Ph.D Timur-Vasile CHIȘ