

# NON-DISCLOSURE AGREEMENT

signed today on ...../2022

## Parties:

**CONPET S.A.**, headquartered in Ploiești, no. 1-3 Anul 1848 St., Prahova County, registered at the Register Office attached to the Prahova Law Court, under no. J29/6/1991, fiscal code RO 1350020 (hereinafter referred to as **Conpet**)

and

the shareholder ..... (will also list the tax identification number in the case of legal entities) represented by ..... as .....

hereinafter referred to as Shareholder

## Given that:

- a) ..... is a Conpet shareholder, with voting rights in the Ordinary General Meeting of Shareholders of Conpet, which will take place on 24/25.05.2022 (OGMS).
- b) on the OGMS Agenda dated 24/25.05.2022 is listed the transaction approval with S.N.T.F.M "CFR MARFĂ" SA, which will be materialized by concluding an Addendum to the contract regarding the "Crude oil and rich gas rail transport services from the loading ramps to the destinations set by Conpet S.A."
- c) the Addendum mentioned at item b) which will be signed, contains confidential information.

The parties agree to the signing of this Non-disclosure Agreement in accordance with the following terms:

### 1. Confidential information. Definition.

**For the purposes of this Agreement, Confidential Information** means the content of the Addendum to the contract regarding „Crude oil and rich gas rail transport services from the loading ramps to the destinations set by Conpet S.A.” to be concluded by CONPET S.A. with S.N.T.F.M "CFR MARFĂ" S.A..

### 2. Provision and use of the Confidential Information.

2.1. The shareholder acknowledges the confidentiality of the information contained in the contract addendum as well as the fact that they have requested to be informed of its contents for the sole purpose of expressing their vote on the approval of the transaction, being fully aware of the facts.

#### 2.2. Shareholder Obligations:

- a). not to disclose to any 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 their consultants (whose identity has been notified in advance to Conpet) who must know the Confidential Information in order to assess and advise the Shareholder on how to vote in the OGMS regarding the Transaction;
- c). to ensure that the persons referred to in letter (b), to whom the Confidential Information is being disclosed, are briefed (before disclosure) on the terms of this Agreement and also promise that such persons will abide by these terms as if they themselves were a party to the Agreement. The disclosure of confidential information by these persons entails the personal liability of the Shareholder.
- d). to immediately inform Conpet, in writing, of any current/potential threat and/or misuse, dissemination and/or any breach of this Agreement regarding Confidential Information;
- e). to use the Confidential Information only for the purpose mentioned in item 2.1.

### 3. CONPET S.A. Obligations

**3.1.** To ensure, at its headquarters in Ploiești, no. 1-3 Anul 1848 St., Prahova County, the consultation of the Addendum to the contract regarding „Crude oil and rich gas rail transport services from the loading ramps to the destinations set by Conpet S.A.” to be signed by CONPET S.A. with S.N.T.F.M ”CFR MARFĂ” S.A. The documents provided by Conpet cannot be photocopied.

#### **4. Sanctions**

**4.1.** Failure to comply with the obligations of this Agreement regarding the disclosure of Confidential Information to unauthorized persons will result in the Shareholder's obligation to make full reparation for the damages caused by the disclosure.

#### **5. Duration of the Non-disclosure Agreement**

**5.1.** The current Agreement is valid for 4 (four) years. Consequently, the obligations of the parties shall remain in force for a period of four years from the signing of this Agreement.

#### **6. Disputes**

**6.1.** Disputes arising out of the interpretation or execution of this Agreement will be settled by the competent subject-matter jurisdiction parties at the headquarters of CONPET S.A.

In view of the above, the Parties have signed this Agreement in 2 (two) original copies, in Romanian, one for each Party, today, .....

SHAREHOLDER,

CONPET S.A.  
Director General  
Eng. Dorin Tudora