

CONFIDENTIALITY COMMITMENT

RE: Information regarding SOCIETATEA COMPLEXUL ENERGETIC HUNEDOARA S.A.

The terms used with initial capitals shall herein have the meanings below:

Company refers to SOCIETATEA COMPLEXUL ENERGETIC HUNEDOARA S.A. headquartered in Petrosani, str. Timisoara nr. 2, Hunedoara county.

Company Representatives refer to the employees, agents, advisors, auditors, consultants and any other persons empowered to legally represent and bind the Company, according to the applicable provisions of the constitutional documents or based on a written express and certain mandate.

Investor refers to: *[please fill in the name and headquarters of the bidder, registration number and/ or tax code]*

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Investor Representatives refer to the employees, agents, advisors, auditors, consultants and any other persons empowered to legally represent and bind the Investors according to the applicable provisions of the constitutional documents or based on a written express and certain mandate;

The Selection Procedure is: the procedure for the selection of investors to establish an IPP (Independent Power Producer) joint-stock company required in order to develop a "Green/Brown Field" project for the implementation of a "400 MW combined-cycle condensation power unit operating on natural gas"(the "400 MW Unit").

Commitment is this Confidentiality Commitment;

Information refers to:

a) All the information and data, of any kind whatsoever, regarding the Company, any aspects, of any nature whatsoever, of the activity thereof, and the Selection Procedure, which can be used in any format and on any kind of support and which are provided by the Company and/or the Company Representatives to the Investors and/or the Investor Representatives, including classified information to which the Investors and/or the Investors Representatives have access, in the cases and subject to the conditions provided by the applicable legislation on classified information protection in Romania;

b) Any analyses, compilations, data, studies, syntheses, summaries, forecasts or other documents (hand written or processed on floppy disk, magnetic tape, microfilm or in any other way), prepared by the Investors and/or the Investor Representatives, fully or partially containing or based on data and information provided by the Company and/or the Company Representatives according to point a) above.

Information does not refer to:

a) Information already known by the Investors, if such information has not been provided under a confidentiality commitment or which is not subject to other confidentiality obligations undertaken by the Investors towards the Company and/or Company Representatives or third parties; in any case, Investors must prove that they have received such information prior to execution of this Commitment;

b) Public information or information becoming public by any means which exclude Investors and/or Investor Representatives' fault or negligence;

c) Information legally made available to the Investors without confidentiality obligations towards third parties which, in their turn, are not bound by any confidentiality obligation towards the Company and/or the Company Representatives.

The commitment represents the Investors' valid, legal and fully effective undertaking of the confidentiality obligation in respect of the Information, in the conditions provided in the clauses below.

I. Investors undertake:

a) To keep the Information confidential;

b) Not to disclose the Information except for the cases and subject to the express conditions provided herein, at clauses II and V.

c) Not to use the Information, directly or indirectly, for any other purpose except for taking the decision to participate in the Selection Procedure;

d) To take all the measures necessary for Investor Representatives to comply with and meet all the conditions accepted by the Investors hereby as if they were signatory parties hereof;

e) To take all the necessary and reasonable measures, within internal organisational structures, so as to prevent disclosure of the Information to other persons unauthorized to receive the Information and to forbid unauthorized persons' access thereto, especially as regards potential classified information the Investors and/or Investor Representatives received access to, subject to the conditions provided by the classified information protection legislation;

f) Not to make copies of the Information or reproduce it in any manner, except in order to distribute it to the Investor Representatives; for the avoidance of doubt, all the Information (including documents, charts, presentations, maps, plans, etc.) are and remain the Company's property. Reproduction and/or distribution of Information, by any means, otherwise than as provided herein, is strictly forbidden and punished by payment of an indemnity determined according to this Commitment.

g) To keep a written record of all the received Information and of the distribution thereof to the Investor Representatives, records to be submitted to the Company at any time, upon request.

II. Investors shall distribute the Information to Investor Representatives only subject to the following prior conditions:

a) Distribution of Information to the referred Investor Representative(s) is strictly necessary for participation in the Selection Procedure;

b) Investors inform Investor Representatives on the confidential nature of the Information;

c) Investor Representatives irrevocably and unconditionally accept the conditions herein in writing;

If the Company required it in writing, the Investors shall send to the Company the list of Investor Representatives to whom the Information shall be distributed (mentioning these persons' identity). As regards classified information Investors and/or Investor Representatives have access to, it cannot be distributed to other persons representing the Investors except for those having received temporary, individual authorisation to access it. In case classified information is to be sent to other persons than authorized, according to the applicable regulations, such persons shall go through the same procedures provided by the laws in Romania and they can receive the classified information only should they obtain the temporary access authorization.

III. Also, Investors undertake:

a) Not to communicate by any means whatsoever, directly or indirectly, with third parties, in respect of the Selection Procedure and the project this Selection Procedure is organised for;

b) Not to communicate by any means whatsoever, directly or indirectly, with third parties, in respect of which the Investors or Investor Representatives are aware of having contractual relations of any nature whatsoever or other kind of relations with the Company and/or Company Representatives regarding any Information-related aspect.

IV. Should Investors be aware of any disclosure or unauthorised use of the Information, they shall immediately notify the Company in respect thereof and shall use their best efforts to support the Company in order to limit any current or future damages or losses resulting from such disclosure and/or unauthorised use of the Information.

V. Should the Investors and/or Investor Representatives be legally bound to partially or fully disclose the Information, they shall immediately notify the Company in writing prior to sending the Information so that the latter be able to find protection or another necessary remedy and/or to discharge the Investors of the contractual obligations herein. Investors shall agree and support the Company and/or Company Representatives in drafting a document meant to ensure an effective defence of all Company and/or Company Representatives' interests, in order to prevent Information from being disclosed to the public. Such Company waiver to the precise compliance with the Commitment shall operate under the following joint conditions:

a) Investors shall provide proof of their legal obligation to disclose the Information and shall indicate the entity to which the Information is to be revealed;

b) Investors shall observe their legal obligation, under the conditions stipulated under paragraph 1 subsection V and shall supply the minimum requested information in strict limitation thereto;

c) Investors shall indicate precisely the extent and content of that part of the Information, which must absolutely be disclosed, to the purpose of fulfilment by Investors of their legal obligation.

The Company's waiver to the precise compliance with the Commitment shall only concern that section of the Information which is absolutely necessary to be disclosed based on the Investors' legal obligation and shall only refer to the entity that Investors are legally bound to in this respect.

VI. Investors represent and warrant that neither they nor any of the Investor Representatives have, on the signing date of this Commitment, nor will they accept to undertake subsequently, voluntarily, directly or indirectly, any type of obligation, involving or which might involve the disclosure of the Information, toward third parties.

VII. The Information is and shall remain Company's property, and the disclosure shall not grant Investors and/or Investor Representatives any other right over the Information, except for the right to use it only in the decision making to participate in the Selection Procedure and the project this Selection Procedure is organised for. If the Seller, on the one hand, or the Investors, on the other hand, decide not to pursue the Selection Procedure or the project related thereto, they shall notify it immediately to the other party. In any of these circumstances, Investors shall return to the Company all tangible Information provided by the Company and/or by Company Representatives, without keeping copies of the Information, within no more than 5 calendar days from the notification date. Also, within the same 5-day term, Investors and/or Investor Representatives shall destroy or shall erase any document or file (written or processed on floppy disk, magnetic tape, microfilm or in any other way), which consists in or contains information drafted by or for Investors and Investor Representatives and shall send the Company a certificate confirming the precise fulfilment of this obligation. After returning and/or destroying the Information according to the provisions of this clause, Investors and Investor Representatives shall continue to be bound by the confidentiality obligations related to the Information, subject to this Commitment.

VIII. Despite the Company's and the Company Representatives' best efforts, in the sense of including in the Information such information and data deemed reliable, significant and necessary to Investors, in view of making the decision of participating in the project the Selection Procedure is organised for, Investors acknowledge and accept that the Company and/or Company Representatives do not guarantee in any way the accuracy, exhaustiveness and truthfulness of all the Information Investors have access to, especially simple estimates.

IX. Investors acknowledge and accept that they cannot request the Company and/or Company Representatives access to Information that the Company is bound to keep confidential, unless the Company obtains the previous written consent of the person before which said obligation was undertaken. Investors also acknowledge and accept they cannot request the Company and/or Company Representatives access to Information representing classified information, if they failed to meet required formalities to obtain the temporary access authorization to information which represent professional secrets, issued nominally.

X. Investors acknowledge that the non-fulfilment or faulty fulfilment of any obligation undertaken by the Commitment, even in the absence of Investor Representatives' default or own default, shall cause direct or indirect prejudice to the Company and/or Company Representatives and they undertake to indemnify the Company and/or Company Representatives for the entire prejudice caused thereto, namely both the prejudice that actually occurred and the loss of profit (including, without limitation to, any losses, costs, damages, expenses or other risks incurred by the Company and/or Company Representatives). If the prejudice caused to the Company and/or Company Representatives, resulting from the non-fulfilment or faulty fulfilment of the obligations stipulated in this Commitment, cannot be quantified, Investors shall pay the Company and/or Company Representatives indemnity amounting to EUR 500,000.

XI. This Commitment is valid for a 3-year period from the date when the Memorandum of Understanding entered into by and between the Investors and the Company is no longer valid. In case Investors do not enter into a Memorandum of Understanding with the Company, this Commitment is valid for a 3-year period from the signing date.

XII. Investors declare that this Commitment cancels any other understandings, arrangements, negotiations, discussions between Investors and the Company.

XIII. Any amendment concerning the terms and conditions hereof is operated by addendum, in writing and under the signature of the Investors and of the Company. This Commitment is drafted in Romanian, which version shall prevail over any translation.

XIV. The governing law for this Commitment is the Romanian law.

XV. Investors cannot waive, fully or partially, their rights subject to this Commitment to third parties.

XVI. Investors accept that any notification, request or communication necessary to fulfil the Commitment must be made in writing, under these conditions:

- a) It is communicated by representative during office hours, to the Company and/or Investors headquarters, to the addresses indicated in this Commitment or to the modified addresses of the parties, to the person authorized in this respect;
- b) It is sent by fax, telex or e-mail or by registered letter, with acknowledgement of receipt, as such:

For the Company:

Name: SOCIETATEA COMPLEXUL
ENERGETIC HUNEDOARA S.A.

Address: Petrosani, str. Timisoara nr. 2, Hunedoara county

Telephone:

Fax:

Email

For the Investor

[full name]:

Address:

Telephone:

Fax:

Email:

Any notification which is handed/communicated according to the above is deemed to have been performed and received on the date when the notification has been mailed, sent by fax or e-mail, if it is a business day, and contrariwise, on the next business day. Any alteration of the contact address shall be notified as soon as possible, under sanction of unenforceability.

To the purpose hereof, "business day" means any day when the notification has been handed/communicated, apart from Saturdays and Sundays or any other legal holidays in Romania.

XVII. Investors represent and warrant they have been established and are operating according to law, that they have the legal capacity to conclude and perform this Commitment and that the signatory parties are empowered to validly sign the Commitment, on behalf and for the Investors.

XVIII. Investors declare and accept that, should any of the provisions hereof be declared null, the rest of the provisions remain fully valid and effective, under the conditions above.

XIX. This Commitment comes into force on its signing date by the Investor.

Signed and accepted under the conditions above, by _____*), by
_____**):

**) Full name of the Investor*

****) Name and surname of the Investor, and the capacity of the representative signing
the commitment*

Date: _____

SOCIETATEA COMPLEXUL ENERGETIC HUNEDOARA S.A.
Daniel-Costel ANDRONACHE,
General Manager