**CONFIDENTIALITY AGREEMENT**

............................ (*name of the shareholder*),…………………………..citizen, born on…………………………. In………………………, resident of ……………………………………………, identified with ID card (or passport series)……………………………….., no…………..issued by………………………on……………………personal ID number…………………………………………., phone number…………………………………. owning a number of ............................ shares in the Societatea Nationala Nuclearelectrica S.A. (“SNN”) on the reference date **05.04.2024.**

Or (*as the case may be*)

……………………………………… (*name of the shareholder*) with its registered office in ………………….., phone ………………, fax: …………….., registered with the National Trade Register Office under No. ……………….., Sole Registration Number with Trade Register (CUI) ………………., Tax Registration Number (CIF) ………………, duly represented by ……………………….., owning a number of ............................ shares in the Societatea Nationala Nuclearelectrica S.A. (“SNN”) on the reference date **05.04.2024.**

(hereinafter referred to as **the Shareholder**)

1. **Introduction and definitions**

In view of:

* 1. The Shareholder being a shareholder of Societatea Nationala Nuclearelectrica S.A. (“SNN”), having the right to participate and vote in the SNN’s Extraordinary General Meeting of Shareholders to be held on 17.04.2024 (“EGMS”) and having on the revised agenda, among other items, the approval of thefollowing elements:

5. **Approval** of the tripartite Shareholders/Investors Agreement (SHA) to be concluded between SNN, NOVA POWER and GAS SRL and DSPE BETA PRIVATE EQUITY FUND for the development of the SMR Project, in Doicești Romania, in the form negotiated between SNN and the Project Partners.

11. **Approval** of the mandate of the representative of SNN in the General Meeting of Shareholders of RoPower Nuclear S.A., on the date(s) on which it will be convened, the meeting which will have on the agenda the items that will be detailed below, to attend and vote in favor ("for") the following:

* + 1. **Approval** of the conclusion of the FEED Phase 2 Offshore Contract;
		2. **Approval** of the conclusion of the FEED Phase 2 Onshore Contract;
		3. **Approval** of the conclusion of the Technology License Agreement;
		4. **Approval** of the increase of the ceiling of the loan granted by SNN under the Master Loan Agreement No.1 dated 16.08.2023 up to the amount of USD 243,000,000, and conclusion of the Supplementary Deed No.2 to the Master Loan Agreement No.1 dated 16.08.2023, with the stipulation that Ro Power Nuclear S.A. will access this loan only to the extent that the Project cannot be financed from other sources (share capital, generated by a change in RPN's shareholding structure, or bank loans/credits or other sources of financing) and, in any case, only until such other sources of financing are identified;
		5. **Approval** of the conclusion of the Additional Deed No. 2 to the Movable Mortgage Contract concluded with SNN;
		6. **Approval** of the mandate of the Chairman of the Board of Directors and/or the CEO of the company to sign, in the name and on behalf of RoPower Nuclear S.A., the contracts referred to in points i) to iii);
		7. **Approval** of the mandate of the CEO of the Company to sign, in the name and on behalf of RoPower Nuclear S.A., the contracts referred to in points iv)-v);
		8. **Approval** of the empowerment of the CEO of RoPower Nuclear S.A., with the possibility of sub-delegation, to carry out any act or formality required by law for the implementation of the resolutions adopted in this regard, including their registration and publication at the Trade Register Office or any other public institution.
	1. The access to the **tripartite Shareholders/Investors Agreement (“SHA”**) to be concluded between SNN, NOVA POWER and GAS SRL and DSPE BETA PRIVATE EQUITY FUND for the development of the SMR Project, in Doicești Romania, in the form negotiated between SNN and the Project Partners, is being conditioned by the Shareholder signing a Confidentiality Agreement to protect the information provided;
	2. The access to **FEED Phase 2 Contracts (“Offshore”, respectively “Onshore”),** with the exception of the information referring to the following:
* Chapter 10.2 **“Contractor’s IP and Third-Party IP”**, respectively Chapters 10.2.1 and 10.2.2 regarding Intellectual Property rights of the Contractor and of a third Party;
* Chapter 10.4 **“Owner Furnished Information”**, regarding property rights and retention of certain information and materials;
* Chapter 11.1.3 “**Warranty of Accuracy of FEED Phase 1 Deliverables**”, regarding terms and conditions with respect to execution performance for FEED Phase 1 deliverables;
* Chapter 14.3.1 **“Termination for Convenience by Owner”**, regarding the rights and mechanism for contract termination;
* Chapter 19.1 **“Change in Control of NuScale”**, respectively Chapter 19.2 “**Change in Control of Any Other Subcontractor”**, regarding certain modifications in the shareholders or management structure of NuScale;
* The definition and interpretation of terms regarding NuScale abandonment events, respectively the definition and interpretation of NuScale Intellectual Property from annex “**Schedule A Definitions and Interpretation Part 1**”;
* Annex “**Schedule B FEED Phase 2 Services**” which presents in detail engineering and design services of FEED Phase 2;
* Annex “**Schedule C Contractor Deliverables**” which presents in great detail all deliverables and activities performed by the contractor for the execution of FEED Phase 2;
* Information regarding cost breakdown and certain activities or information included in annex **“Schedule D1 Milestone Table”**, annex **“Schedule D2 Commercials”**, respectively annex **“Schedule D3 Project Objectives and Structure”**;
* Annex “**Schedule E1 Parent Company Guarantee”** which presents in detail the contractual mechanism that governs the parent company guarantee;
* Annex “**Schedule E2 Form of Performance Bond**” which presents in detail the contractual mechanism through which the performance bond for FEED Phase 2 execution is enabled;
* Annex “**Schedule F** **Form of Variation Order**” which presents the process through which potential variation orders may be addressed during FEED Phase 2 contract;
* Annex “**Schedule G Form of Contractor Invoice**” which presents the invoicing mechanism for FEED Phase 2 deliverables;
* Annex “**Schedule H Codes and Standards**” which presents in detail the codes and standards utilized in the execution of services during FEED Phase 2;
* Annex “**Schedule I Deliverable Schedule**” which presents in detail the calendar of FEED Phase 2 deliverables;
* Annex “**Schedule J Approved Subcontractors**” which presents the subcontractors list approved for conducting FEED Phase 2 activities;
* Annex “**Schedule K Contractor Permits Licenses**” which contains list of certificates and authorizations obtained by the contractor in order to perform FEED Phase 2 services;
* Annex “**Schedule L Insurance Document**” regarding insurances with respect to FEED Phase 2 contracts;
* Annex “**Schedule M Key Personnel**” which presents the Resume of key personnel, represented herein by the Contractor’s Project Director for FEED Phase 2;
* Annex “**Schedule N Procurement**” which presents procurement procedures that are to be utilized during the execution of FEED Phase 2;
* Annex “**Schedule O1 20 Days Review Process by RoPower**” which presents in detail the deliverables list with a 20-day review process period by RoPower;
* Annex “**Schedule O2 20 Days Review Process by RoPower & Authorities**” which presents in detail the deliverables list with a 20-day review process period by RoPower and authorities;
* Annex “**Schedule O3 10 Days Review Process**” which presents in detail the deliverables list with a 10-day review process period;
* Annex “**Schedule O4 2 Days Review Proces by RoPower**” which presents in detail the deliverables list with a 2-day review process period by RoPower;
* Annex “**Schedule P Rely Upon Information**” which presents a list of reference information (i.e. FEED Phase 2 deliverables, Licensing Basis Document, NuScale deliverables within the Technology License Agreement, other technical information) which shall constitute the basis for the execution of activities covered in the contract;
* Annex “**Schedule Q Summary of Activities (HG907/2016)**” which presents the breakdown of responsibilities regarding execution of activities required to meet legal requirements for developing feasibility studies;
* Annex “**Schedule R Form of Weekly & Monthly Progress Report**” which presents the structure of the recurrent reports required to monitor Project evolution during FEED Phase 2;
* Annex “**Schedule S Final Acceptance Certificate**” which presents the final acceptance certificate form for FEED Phase 2 deliverables;
* Annex “**Schedule T Priority Deliverables**” which presents the list of priority deliverables for FEED Phase 2 and the contractual deadlines for these;
* Annex “**Schedule U Liquidated Damages**” which presents the list of penalties and the mechanism applicable in the case of priority deliverables in FEED Phase 2.

Is being conditioned by the Shareholder signing a Confidentiality Agreement to protect the information provided.

 Regarding the two FEED 2 contracts, both the “Offshore” and the “Onshore” share the same annexes.

* 1. **Access to the Technology License Agreement** (“TLA”), with the exception of the information from annex **“Exhibit A Licensed Technology”,** respectively annex **“Exhibit B Form of NuScale Invoice”,** is being conditioned by the Shareholder signing a Confidentiality Agreement to protect the information provided.
	2. **Access to the Addendum no. 2 to the Loan Contract no. 1 from 16.08.2023**, with the exception of certain information from Art. 2.1 regarding the value already used by the Borrower,is being conditioned by the Shareholder signing a Confidentiality Agreement to protect the information provided.
	3. **Access to the Addendum no. 2 to the Mortgage Contract with SNN**, with the exception of certain information from Art. 1.1 regarding the provisions of the mortgage,is being conditioned by the Shareholder signing a Confidentiality Agreement to protect the information provided.

In addition to the terms defined in another part of this Agreement, the following definitions apply:

**Affiliate**, in relation to any entity, refers to (i) any subsidiary and/or (ii) any branch, (iii) any headquarters, (iv) any subsidiary and/or branch of such a headquarters;

**Subsidiary,** refers toany dependent part of a company without legal personality as defined by the Law no. 31/1990 on companies;

**Branch**, refers to any dependent part of a company having legal personality, established as one of the types of company listed under Article 2 of Law no. 31/1990 on companies, and under the terms provided for that type of company and having the legal status of the type of company as which they have been set up;

**Confidential Information** refers to:

1. **The tripartite Shareholders/Investors Agreement (“SHA”**) to be concluded between SNN, NOVA POWER and GAS SRL and DSPE BETA PRIVATE EQUITY FUND for the development of the SMR Project, in Doicești Romania, in the form negotiated between SNN and the Project Partners;
2. **FEED Phase 2 Contracts (“Offshore”, respectively “Onshore”),** with the exception of the information referring to the following:
* Chapter 10.2 **“Contractor’s IP and Third-Party IP”**, respectively Chapters 10.2.1 and 10.2.2 regarding Intellectual Property rights of the Contractor and of a third Party;
* Chapter 10.4 **“Owner Furnished Information”**, regarding property rights and retention of certain information and materials;
* Chapter 11.1.3 “**Warranty of Accuracy of FEED Phase 1 Deliverables**”, regarding terms and conditions with respect to execution performance for FEED Phase 1 deliverables;
* Chapter 14.3.1 **“Termination for Convenience by Owner”**, regarding the rights and mechanism for contract termination;
* Chapter 19.1 **“Change in Control of NuScale”**, respectively Chapter 19.2 “**Change in Control of Any Other Subcontractor”**, regarding certain modifications in the shareholders or management structure of NuScale;
* The definition and interpretation of terms regarding NuScale abandonment events, respectively the definition and interpretation of NuScale Intellectual Property from annex “**Schedule A Definitions and Interpretation Part 1**”;
* Annex “**Schedule B FEED Phase 2 Services**” which presents in detail engineering and design services of FEED Phase 2;
* Annex “**Schedule C Contractor Deliverables**” which presents in great detail all deliverables and activities performed by the contractor for the execution of FEED Phase 2;
* Information regarding cost breakdown and certain activities or information included in annex **“Schedule D1 Milestone Table”**, annex **“Schedule D2 Commercials”**, respectively annex **“Schedule D3 Project Objectives and Structure”**;
* Annex “**Schedule E1 Parent Company Guarantee”** which presents in detail the contractual mechanism that governs the parent company guarantee;
* Annex “**Schedule E2 Form of Performance Bond**” which presents in detail the contractual mechanism through which the performance bond for FEED Phase 2 execution is enabled;
* Annex “**Schedule F** **Form of Variation Order**” which presents the process through which potential variation orders may be addressed during FEED Phase 2 contract;
* Annex “**Schedule G Form of Contractor Invoice**” which presents the invoicing mechanism for FEED Phase 2 deliverables;
* Annex “**Schedule H Codes and Standards**” which presents in detail the codes and standards utilized in the execution of services during FEED Phase 2;
* Annex “**Schedule I Deliverable Schedule**” which presents in detail the calendar of FEED Phase 2 deliverables;
* Annex “**Schedule J Approved Subcontractors**” which presents the subcontractors list approved for conducting FEED Phase 2 activities;
* Annex “**Schedule K Contractor Permits Licenses**” which contains list of certificates and authorizations obtained by the contractor in order to perform FEED Phase 2 services;
* Annex “**Schedule L Insurance Document**” regarding insurances with respect to FEED Phase 2 contracts;
* Annex “**Schedule M Key Personnel**” which presents the Resume of key personnel, represented herein by the Contractor’s Project Director for FEED Phase 2;
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* Annex “**Schedule P Rely Upon Information**” which presents a list of reference information (i.e. FEED Phase 2 deliverables, Licensing Basis Document, NuScale deliverables within the Technology License Agreement, other technical information) which shall constitute the basis for the execution of activities covered in the contract;
* Annex “**Schedule Q Summary of Activities (HG907/2016)**” which presents the breakdown of responsibilities regarding execution of activities required to meet legal requirements for developing feasibility studies;
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* Annex “**Schedule S Final Acceptance Certificate**” which presents the final acceptance certificate form for FEED Phase 2 deliverables;
* Annex “**Schedule T Priority Deliverables**” which presents the list of priority deliverables for FEED Phase 2 and the contractual deadlines for these;
* Annex “**Schedule U Liquidated Damages**” which presents the list of penalties and the mechanism applicable in the case of priority deliverables in FEED Phase 2.

Regarding the two FEED 2 contracts, both the “Offshore” and the “Onshore” share the same annexes.

1. **The Technology License Agreement** (“TLA”), with the exception of the information from annex **“Exhibit A Licensed Technology”,** respectively annex **“Exhibit B Form of NuScale Invoice”;**
2. **Addendum no. 2 to the Loan Contract no. 1 from 16.08.2023**, with the exception of certain information from Art. 2.1 regarding the value already used by the Borrower;
3. **Addendum no. 2 to the Mortgage Contract with SNN**, with the exception of certain information from Art. 1.1 regarding the provisions of the mortgage

that are provided to the Shareholder or their Representatives by or on behalf of SNN, regardless of the form it is submitted in; and (f) any notes, reports, analyses, compilations, forecasts, studies, summaries or other documents prepared by the Shareholder or their Representatives, that contain or otherwise reflect any information described in letters a)-e) above;

**Representatives** refer to the directors, trustees, employees, consultants of the Shareholder/ Shareholders and his/their Affiliate/Affiliates, and in relation to any such person, their directors, trustees and employees;

**Confidential Information** does not include information that: (a) when they are disclosed or subsequently are generally available to the public and known by the public, by any other means than a disclosure leading to the Shareholder or any of their Representatives violating this Agreement; (b) are already in the Shareholder’s possession as non-confidential information before they are disclosed by SNN, however only if the source of this information has no obligation under a confidentiality agreement with SNN, or is not restricted in any other way, respectively under a contractual, legal, fiduciary obligation or any other kind of obligation to send the information to the shareholder or his representatives; or c) were obtained independently by the Shareholder or their Representatives, without access to or without benefiting from the Confidential Information.

1. **Provision and use of Confidential Information**

Considering that SNN intends to provide and to grant the Shareholder’s access to Confidential Information, the Shareholder acknowledges that the Confidential Information include the following:

1. **The tripartite Shareholders/Investors Agreement (“SHA”**) to be concluded between SNN, NOVA POWER and GAS SRL and DSPE BETA PRIVATE EQUITY FUND for the development of the SMR Project, in Doicești Romania, in the form negotiated between SNN and the Project Partners;
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3. **Addendum no. 2 to the Mortgage Contract with SNN**, with the exception of certain information from Art. 1.1 regarding the provisions of the mortgage

and that they are received by them under a confidentiality obligation and exclusively to the purpose of being informed about the approval in the Extraordinary general Meeting of Shareholders of the revised agenda items presented as per above, at Art. 1 “Introductions and Definitions”, paragraph (1) – letters 5) and 11).

(1) The Shareholder undertakes:

* + 1. subject to paragraph (c), to keep the all Information Confidential in a safe and protected place and not to disclose any Confidential Information to any unauthorized person;
		2. subject to the mandatory legal provisions, to use the Confidential Information exclusively to the purpose mentioned above regarding their vote in EGMS on 17.04.2024, and to no other purpose, including, but without limitation, the disclosure to a competitor of SNN or to the press;
		3. not to disclose, without the prior written consent of SNN, any part of the Confidential Information and/or Confidential Information as a whole, to any persons other than their Representatives, consultants or Affiliates (whose identity was previously notified to SNN) solely on the principle of ‘need to know’, therefore only to those who, in every case, should know the Confidential Information in order to evaluate or otherwise advise the Shareholder about how to vote in the EGMS, that will occur on 17.04.2024, as concerns theapproval of the revised agenda items presented as per above, at Art. 1 “Introductions and Definitions”, paragraph (1) – letters 5) and 11).
		4. to ensure that every person that Confidential Information is disclosed to, as permitted under the paragraph (c), is informed (before such disclosure) about the terms of this Agreement and will observe them as if they were a party to it;
		5. to take responsibility for any violation of the terms of this Confidentiality Agreement by any other person that information is disclosed to;
		6. to apply and to ensure that every person that Confidential Information is disclosed to, according to paragraph (c), applies the security measures necessary and appropriate in technical terms to protect the Confidential Information against the unauthorizes access of third parties, in any case, at least the security measures and the due diligence that the Shareholder usually applies to their own confidential information;
		7. to immediately inform SNN in writing regarding any current / potential threat and/or abusive use, any dissemination and/or any violation of this Agreement concerning the Confidential Information;
		8. to observe and determine their Representatives to observe all the laws applicable to personal data protection, including the EU Regulation no. 679/2016 (Legislation on the protection of personal data) and to keep confidential all the personal information that identifies a person or makes a person identifiable (an identifiable person being a person who can be identified directly or indirectly, especially by reference to an identification number or to one or several characteristics specific to their physical, physiological, mental, economic, cultural or social identity, or otherwise as described in the Legislation on personal data protection).

(2) In case the Shareholder has a legal obligation to disclose any of the Confidential Information under any law or regulation applicable or under any requirement or order of a competent court or of any other competent judiciary governmental or regulatory organism, or of any other stock authority or listing authorities, the Shareholder should, to the extent in which the law does not contain explicit prohibitions on this matter, to inform as soon as possible SNN about their legal obligation to disclose that Confidential Information and to make the respective disclosure only to the extent necessary.

(3) The Shareholder also acknowledges and confirms to SNN that:

* no Confidential Information made available to the Shareholder or to their Representatives will constitute an offer or an invitation to sell or buy any shares or assets of SNN;
* the Shareholder is responsible for performing their own evaluation of the Confidential Information and for making their own decision regarding the vote in EGMS in 17.04.2024.
1. **Liability and compensation**
	1. The Shareholder undertakes to hold SNN free of and to compensate SNN against any claims, liabilities, requests, losses, prejudices, decisions, costs or other obligations, or against the right to open court proceedings (including lawyer fees and the cost of executing such an obligation) that may result from or following a violation of obligations by the Shareholder (including any violation of their Representatives) under this Agreement and against any legal action that may occur following the access to any Confidential Information or following the Shareholder’s (or any of their Representatives’) failure to observe any legal or administrative provisions applicable to the Confidential Information, including, but without limitation to, those concerning the personal data protection, the abusive use of privileged information and market manipulation.
	2. In case the Shareholder violates its obligations under this Confidentiality Agreement (including any violation of their Representatives who act on behalf, for or otherwise following the Shareholder’s instructions through act, action or omission), SNN is entitled to a corresponding compensation amounting to EUR 100,000 and to other remedies for any loss caused as a result of such a violation. In order to avoid any doubt, the Shareholder will be first liable according to this clause III regardless of the right SNN might have to formulate a claim against the Shareholders’ Representatives.
2. **General aspects**
	1. The Shareholder’s obligations under this Confidentiality Agreement will enter into force on the signature date and will continue to remain in force for eight (8) years;
	2. This Agreement and any other non-contractual obligations resulting from or in connection with it are governed and interpreted according to the Romanian law.
	3. Any claims or disputes resulting from or in connection with this Agreement that cannot be solved amiably by SNN and the Shareholder (both named as “parties:)within 10 working days as of a dispute notification sent by a party to the other party are settled exclusively and definitively by the competent courts in Bucharest.

Consequently, the signature below confirms the Shareholder’s consent regarding the terms of the Agreement and the Shareholder signs the 2 (two) original copies, one for SNN and one for the Shareholders, on .............

Signatory

…………………………………………………………………..

By: By:

Name: Name: