

CONFIDENTIALITY AGREEMENT

.....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 **April 26, 2019**.

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

I. Introduction and definitions

In view of:

- I. The Shareholder being a shareholder of Societatea Nationala Nuclearelectrica S.A. ("SNN"), having the right to participate and vote in the SNN's General Ordinary and Extraordinary Assembly of Shareholders to be held on April 10, 2019 ("AGOA/AGEA") and having on the agenda, among other items, the approval of the *Preliminary Form on Investors Agreement on Units 3 and 4 at Cernavoda CNE concluded between China General Nuclear Power Corporation and CGN Central and Eastern Europe Investment (RO) CO.S.A. and Nuclearelectrica SA National Company ("The Agreement")**
- (1) The access to the Investors' Agreement that constituted the basis of the note presented to the shareholders 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 any Branch, any Headquarters, any Branch of such a Headquarters as defined below;

Branch, in relation to any entity, refers to any other entity that the entity mentioned has direct or indirect control over or which directly or indirectly owns more than 50% of the capital with right-to-vote or another similar property right; in this respect control refers to the power to steer the executive management and the entity's policies either by owning the capital with right-to-vote, or by an agreement or otherwise;

Confidential Information refers to: (a) The Investors Agreement that is provided to the Shareholder or their Representatives by or on behalf of SNN, regardless of the form it is submitted in; and (b) 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 letter (a) above.

Representatives refer to the directors, trustees, employees, consultants of the Party and their 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 from sending the information to the Shareholder or their Representatives under a contractual, legal, fiduciary obligation or any other kind of obligation; or c) were obtained independently by the Shareholder or their Representatives, without access to or without benefiting from the Confidential Information.

II. Provision and use of Confidential Information

- (1) Considering that SNN intends to provide and to grant the Shareholder's access to Confidential Information, the Shareholder acknowledges that the Confidential Information are confidential and that they are received by them under a confidentiality obligation and exclusively to the purpose of being informed about the approval of the Investors Agreement.
- (2) The Shareholder undertakes:
 - (a) subject to paragraph (c), to keep the Confidential Information in a safe place and not to disclose any Confidential Information to any unauthorized person;
 - (b) subject to the mandatory legal provisions, to use the Confidential Information exclusively to the purpose mentioned above regarding their vote in EGMS on April 10, 2019, and to no other purpose, including, but without limitation, the disclosure to a competitor of SNN or to the press;
 - (c) not to disclose, without the prior written consent of SNN, any part of the Confidential Information to any persons other than their Representatives, consultants or Affiliates (whose identity was previously notified to SNN) 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 as concerns the Agreement;
 - (d) 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;
 - (e) to take responsibility for any violation of the terms of this Confidentiality Agreement by any other person that information is disclosed to;
 - (f) 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 unauthorized 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;
 - (g) 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;
 - (h) to observe and determine their Representatives to observe all the laws applicable to personal data protection, including the law no. 677/2011 (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).
- (3) 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 permitted by the law, 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.
- (4) 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 April 10, 2019.

III. 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.

IV. 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 two (2) 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 the Parties within 10 working days as of a dispute notification sent by the 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

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By:

By:

Name:

Name: