AGREEMENT ON CONFIDENTIALITY

No. ……

Concluded between:

1. **Automobile DACIA S.A.**, having its registered office in Mioveni, No 1 Uzinei Street, Unique Registration Code RO 160796, registered in the Trade Register under the number J03/81/1991, Bank account RO98BRDE030SV0576261030, opened at BRD, Arges Branch, represented through Mr. Cristian – Florin TUCA – Purchasing General Manager,

hereinafter referred to as "DACIA"

and

2. ……., having its registered office in ……, county…… code ……, registered in the Trade Register under the number ……, with the Unique Registration Code/Fiscal Registration Code…….., represented through Mr……. - General Manager,

hereinafter referred to as the "Provider",

Having regard to and taking into account the following:

1. All documents and information transmitted by DACIA to the Provider, in connection with the project " ***Diversification of DACIA vehicle production*** " ("Project") are deemed to be strictly confidential and are hereinafter referred to as the 'Information';
2. The Parties consider it necessary to conclude an agreement on the strict confidentiality (hereinafter referred to as "the Agreement") of the information related to this project.
3. For the purposes of this Agreement:

- "Affiliate" shall mean any undertaking/person/company that is controlled, directly or indirectly, by the Provider;

- "Third party (parties)" shall mean any natural person and/or legal entity other than the Parties or its Affiliates,

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This agreement has occurred between the Parties to establish the conditions under which the Provider will have access or will be provided by DACIA, as the case may be, with the information considered by the latter as confidential (hereinafter "Confidential information"), for the purposes of developing the Project.

Art.1. Subject of the Agreement

1.1. The Provider undertakes to keep, provide for and guarantee the strict preservation of the privacy of all confidential information (as defined and listed as an example in Article 1.3 below) which comes to the knowledge of the Provider, its Affiliates/employees/representatives/consultants, directly, indirectly or incidentally, for the whole duration of the project, as well as for a period of 5 (five) years after its end, nor will it disclose/send/communicate the respective information to any Third party, in any way.

1.2. The Provider will take all the measures that are necessary to preserve the confidentiality of the confidential information. These measures will not be inferior to those taken by the Provider to protect its own confidential information.

1.3. The Parties shall establish as "confidential information" all the information, under any form: documents, data, plans, oral information and/or on material support, electronically stored data, which the Provider takes cognizance of throughout the Project referred to in point 1 of the Preamble thereto, provided that such information/data is not publicly available information.

DACIA treats as "confidential" and imposes this status to the Provider, for the purpose of a similar treatment, the Information on:

a) the achievement/the development of the Project itself, including as regards any tenders submitted to DACIA, with a view to the completion of the Project**;**
b) the prices and their decomposition, ideas, concepts, trade secrets, systems, information, know-how, documents, products, processes (including the manufacturing process), inventions, patents, trademarks, engineering, computer software programs, selling and/or marketing techniques, licenses, prototypes and means;
c) analyses, compilations, reports, studies, any documents drawn up by DACIA or by the employees, contractors, customers, suppliers of DACIA;
d) outlet markets, business, activities, customers and/or suppliers of DACIA;
e) financial conditions, costs, commercial interest, initiatives, objectives, plans or strategies, trade policies, market shares, market studies;
f) all the other information which is:

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1) identified by DACIA as being confidential, by marking the document, in any form, as 'confidential';
2) considered confidential in compliance with the legislation in force.

1.4. The Parties understand and agree that the enumeration of the Confidential information provided in Article 1.3. has the status of an example and is not to be interpreted as restrictive.

1.5 The Provider shall undertake to take all measures that are necessary to ensure that its own Affiliates/employees/subcontractors/representatives, who have a role in carrying out/will take part in any way whatsoever in the project referred to in point 1 of the preamble to the Agreement, are not to divulge/communicate/transmit to any Third party the Confidential information that has come to their knowledge and/or has been used in the execution of the Project 5 (five) years after the conclusion of its term.

1.6. Moreover, the Provider declares to warrant and agree that it:

- will communicate the Confidential information only to its own employees/subcontractors/collaborators who have a role in carrying out/will take part in any way whatsoever in the project referred to in point 1 of the preamble to the Agreement, provided that they are held to be bound by the same rules on confidentiality as those stipulated in this Agreement;
- will take all necessary measures to ensure that its own employees/subcontractors/collaborators, who have a role in carrying out/will participate in any way whatsoever in the project referred to in point 1 of the preamble to the Agreement, will treat and make use of the Confidential information in accordance with the rules/provisions on confidentiality of this Agreement;
- will not disclose any Confidential information received to Third parties and will prevent any unauthorized use or disclosure of it;
- will use the Confidential information only for the purpose of carrying out the Project referred to in point 1 of the preamble to the Agreement;
- will not reveal any Confidential information to any Affiliate/partner performing an activity that is identical with or similar to that of DACIA;
- will not use the Confidential information to promote activities of any Third parties;
- will not draw up, keep, disclose the minutes, the notes or any other documents or written materials regarding or containing Confidential information.

1.7. The Provider agrees to return, at any point in time when DACIA asks for it, regardless of the reason, all items of Confidential information (including all copies or extracts therefrom and all documents and materials containing Confidential information).

1.8 DACIA shall undertake to maintain the same level of confidentiality of information provided by the Provider in the context of the project and the confidential nature of which has been notified by the Provider.

Art.2. Duration of the Agreement:

2.1. This Agreement will enter into force on the date of signature by both Parties and will remain valid 5 (five) years after the end of the Project, as regards the obligation of confidentiality.

2.2. The Parties agree on the following:

- Except for the situations when one of the Parties has received the express written and prior consent of the other Party, not to disclose confidential information to third parties and to not allow/facilitate publication or dissemination of such Confidential information and not to use Confidential information other than that specified in this Agreement.
- To extend the confidentiality of the information to its collaborators, agents, intermediaries, which the Party enters into contact with.
- Not to convey to Third parties in any form whatsoever the information submitted by the other Party.
- To acknowledge that all the information submitted by one of the Parties shall be and shall remain its exclusive property.
- DACIA will not be held liable for the way in which the Provider manages the information it has received.

Art.3. Liability:

3.1. In the event of non-compliance/inadequate compliance by the Provider with the obligations assumed under this Agreement, the provider owes to DACIA compensation in an amount equal to 500.000 EUR.

3.2. This conventional assessment of the potential injury does not exclude the right of DACIA to claim the entire coverage of the real injury, actually experienced by DACIA.

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Art.4. Legislation:

4.1. This Agreement will be governed by the Romanian legislation in force.

4.2. Any conflicts that may arise from the interpretation of or carrying out of this Agreement will be resolved by conciliation or, in the event of non-resolution in such a way, by the competent courts.

Art.5 Final Provisions:

5.1. This **Agreement** has been concluded today,……., in English, in 2 (two) original copies, with equal juridical force, one for each Party.

Automobile DACIA SA **Provider**

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