

## **Confidentiality Agreement Form**

Dear Sirs:

We have submitted an Expression of Interest further to the procurement notice published by Bulgarian Energy Holding EAD and OAO Gazprom on ..... in relation to the consultancy feasibility study services for the Bulgarian section of the South Stream Project (the "**Project**").

In relation to the Project, certain information that we will receive (the "**Receiving Party**") shall be considered as confidential (as this term is defined below) and the terms of this Confidential Disclosure Agreement shall apply.

1. The Receiving Party hereby agrees to keep confidential (i) all documents and information, whatever their material support is, received in relation to the Project and its implementation, including the tender documentation for the submission of the offers, and (ii) the discussions between the Assignor (Bulgarian Energy Holding EAD and OAO Gazprom) and the Receiving Party in relation to the Project and its implementation (the "**Confidential Information**").
2. The Receiving Party, acting on its own behalf and on behalf of the companies and/or entities that it controls, agree to comply with the following agreements in respect of the Confidential Information:
  - (a) The Confidential Information shall be used by the Receiving Party exclusively in connection with the Project. In no case shall such Confidential Information be used, directly or indirectly, for other purposes. The Receiving Party agrees to take any and all steps that it may deem necessary or appropriate to ensure the confidentiality of the Confidential Information;
  - (b) The Confidential Information shall not be disclosed, in whole or in part, by any means to any third party other than to employees, officers, legal representatives, advisors and subcontractors of the Receiving Party who have a need to know for the purpose of analyzing the Project and solely to the extent required for their information. The Receiving Party agrees to advise its employees, officers, legal representatives, advisors and subcontractors (i) of the confidential character of the Confidential Information that may be disclosed to them, (ii) that they are also bound by the terms and conditions of this Confidential Disclosure Agreement, and (iii) that they should not disclose the Confidential Information to any third party;
  - (c) The Receiving Party may disclose the Confidential Information to any court or administrative or governmental authority that may request it under any law, regulation, or court or administrative order or decision.

In such a case, the Receiving Party agrees immediately to advise the Assignor so that the Receiving Party and the Assignor can jointly determine the appropriateness and the terms and conditions of the disclosure of the Confidential Information that may be requested from the Receiving Party, so as to limit the impact of such disclosure.

If the Receiving Party should decide not to submit an offer with respect to the Project, or should not be retained as advisor for the performance of the services under the Project, the Receiving Party agrees, at the Assignor request, to destroy all the Confidential Information disclosed to it, except for copies of the Confidential Information strictly necessary to enable it to comply with applicable legal or regulatory requirements;

(d) It is understood and agreed that the following shall be considered non-confidential information and, as such, not subject to the non-disclosure obligations set forth in this Confidential Disclosure Agreement:

- (i) information that is already in the public domain at the time of disclosure to the Receiving Party;
- (ii) information that subsequently falls into the public domain otherwise through the act or omission of the Receiving Party, its employees, officers, and legal representatives or of its outside advisors;
- (iii) information that is disclosed to the Receiving Party on a non-confidential basis, directly or indirectly, by any third party, so long as such third party is not bound itself by a confidentiality obligation (legal or contractual) with respect to such information; and
- (iv) information that is already and without restriction in the possession of the Receiving Party prior to the date on which this Confidential Disclosure Agreement is signed.

- 3. The disclosure to the Receiving Party of Confidential Information by the Assignor shall not be deemed to constitute any assurance, express or implied, by the Assignor as to the accuracy or completeness of the information that it contains. The Receiving Party shall not make any claim against the Assignor, their affiliates or employees and advisors in respect of errors or omissions relating to the Confidential Information that may have been disclosed.
- 4. Unless otherwise agreed in writing by the Assignor, the Receiving Party shall not initiate any contact, directly or indirectly, with the shareholders, directors, or employees of the Assignor or its group in respect of the Project.
- 5. It is understood that this Confidential Disclosure Agreement does not obligate the Assignor and/or their affiliated companies to engage in any business relationship, contract or future dealing with the Receiving Party.
- 6. This Confidential Disclosure Agreement shall become effective from and after the date of signature hereof and shall remain in effect for a period of (two) 2 years from the date this Confidential Disclosure Agreement is signed.

We kindly indicate our acceptance of, and agreement with, the foregoing by signing the duplicate original of this letter and returning the same to you.

Very truly yours.

Accepted and agreed:

Dated: 2010