**PLINACRO Ltd.**, Savska cesta 88a, 10000 Zagreb, Croatia, OIB: 69401829750 represented by the President of the Board, Mr Ivica Arar, as the Transmission System Operator and the holder of the licence for performance of the energy activity of natural gas transmission number 080304171-0030-08/03

and

the Company *[name of the applicant]*, *[street and house number]*, *[post code and city or municipality]*, RNC *[registration number of the entity],* OIB *[personal identification number] (or for the entities non-residents VAT number [VAT identification number])*, represented by *[title and name and surname]*, hereinafter: **Applicant**

(hereinafter referred to as: **the Contracting Parties**)

Concluded this

**DATA CONFIDENTIALITY AGREEMENT**

(hereinafter referred to as: **the Agreement**)

Article 1

Contracting Parties express their intention for business cooperation in terms of data exchange and discussing issues which refer to preparation and conducting the Open Season Procedure for the purpose of capacity allocation on the entry into the transmission system at the point Omišalj as well as the capacity allocation at the interconnection point between Croatia and Hungary (Dravaszerdahely) in the direction towards Hungary.

Article 2

The Contracting Parties agree that during the data exchange and discussions they may be exposed to certain secret or confidential information. By this Agreement the Contracting Parties want to protect their interests when disclosing such secret or confidential information and they mutually determine the mode and the scope of protection of confidential information as well as the conditions for their usage. By signing this Agreement the Contracting Parties accept contractual rights and obligations and undertake to perform all necessary measures to meet the obligations they have taken over.

Article 3

The Contracting Parties agree and accept that the expression “Confidential information” used in this Agreement includes but is not limiting to: business secret, plans, designs, schedules, studies, specifications, technical information, financial information, data bases, documentation, business or user information, written conversation between the Contracting parties as well as all other business or technical information revealed by any Contracting Party to another Contracting Party concerning the preparation of the Open Season procedure. All other information listed and marked as the Confidential information at the moment of their disclosure shall also be considered Confidential information in compliance with this Agreement.

Business secret are all information determined to be a business secret by a certain law, other regulation or decision of each Contracting Party.

Article 4

Information shall not be deemed Confidential information:

1) if it is already available or it becomes publicly available unless this disclosure has been caused by the breach of the provisions of this Agreement;

2) if acquired by the person authorised to disclose Confidential information;

3) if known to any Contracting Party prior to signing this Agreement;

4) if it became known to any Contracting Party without breach of the provisions of this Agreement;

5) if the Contracting Party which is the owner of the information provided the other Contracting Party with a prior written consent that it may disclose the relevant information;

6) if developed independently by any Contracting Party based on the received Confidential information.

Article 5

The Contracting Parties shall disclose Confidential information solely to the persons authorised to take part in the preparation of the Open season Procedure and who need these information.

For the purpose of this Agreement authorised persons are considered as follows:

1) workers of the Contracting Party who need the Confidential information during the preparation of the Open Season Procedure under condition that the mentioned persons have to be acquainted with the provisions and liabilities of this Agreement;

2) legal representatives, authorised persons and the lawyers of the Contracting Party who have legal obligation to safeguard the Confidential information;

3) banks or other financial institutions that take part in the financial activities of any Contracting Party and which are legally obliged to safeguard Confidential information;

4) consultants, partners, advisors and third natural and/or legal parties which take part in the preparation of the Open Season Procedure under condition that the mentioned persons have to be acquainted with the provisions and liabilities of this Agreement.

Article 6

Contracting Parties agree to handle all Confidential information in good faith and at least with care they use with their own confidential information whereas such care shall be at least equal to the one of the prudent businessman.

Article 7

By this Agreement Contracting parties undertake the following:

1. not to use Confidential information in any other way except for the implementation of the Open Season procedure;

2. to handle Confidential information with great care and secrecy and not to disclose them to the third party without prior written approval of other Contracting Party;

3. to disclose Confidential information solely to the persons from article 5 of this Agreement and only to the extent necessary for the preparation of the Open Season procedure.

4. to return, destroy or if Confidential information are stored in the electronic form to permanently erase all Confidential information (including notes, reports, analyses, findings and opinions) related to or arising from Confidential information as well as all their copies on the request of other Contracting Party at the latest within period of 30 days; and if possible to provide certificate on destroying or erasing.

Article 8

Prior written consent of other Contracting Party will not be necessary if Contracting Party discloses Confidential information to the following:

1) affiliated company in the sense of positive laws, under condition it is provided that Confidential information are kept in secrecy, or

2) any state or other body which has competence over any of the Contracting parties, or

3) on the request of court or other body in an administrative or similar proceeding to the extent necessary pursuant to valid acts and by-laws, or

4) associated transmission system operator under condition it will use reasonable efforts to provide that Confidential information are kept in secrecy.

In cases as per this article the Contracting Party which intends to disclose Confidential information to the third person shall previously inform the other Contracting Party about it with the explanation of reasons due to which Confidential information are intended to be disclosed.

Article 9

If any of the Contracting Parties loses or unauthorised reveals the Confidential information it will immediately inform other Contracting Party about it and it shall undertake all necessary activities to return the lost or in an unauthorised way disclosed Confidential information without any impact on the rights of the other Party in compliance with this Agreement.

Article 10

In case of breach of the obligations accepted under this Agreement the Contracting Parties agree and they accept that each Contracting Party has right to the compensation which includes all damage and losses it may incur directly or indirectly due to such breach.

Article 11

The Agreement may be modified only pursuant to the written agreement signed by the authorised representatives of the both Contracting Parties.

Article 12

Each Contracting Party has right to terminate the Agreement by a unilateral written statement sent to the other Party.

Obligations prescribed by the Agreement remain in force for 3 years upon the expiry or termination of the Agreement.

Article 13

Contracting Parties shall try to settle any disputes that may arise based on this Agreement primarily in an amicable manner.

Should the Contracting Parties fail to settle the dispute in an amicable manner the settlement of all disputes among the Contracting Parties arising from or referring to the Agreement including its breach or termination or its duration shall be within the competence of the court having *in rem* jurisdiction, in Zagreb.

The governing law for this Agreement shall be the law of the Republic of Croatia.

In case this Agreement is drawn up in Croatian and English and there are some discrepancies among them the prevailing one shall be the Agreement in the English language.

Article 14

This Agreement has been drawn up in two (2) copies, one for each Party.

This Agreement comes into force when signed by the Contracting Parties.

Zagreb, DD/MM/YY

 For Plinacro: For *[name of the applicant]*:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Ivica Arar* *[name and surname]*

 *President of the Board* *[title]*