

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is entered into as of **Drilling Risks Services SRL**, by and between:

Drilling Risks Services SRL, a company incorporated under the laws of **Romania**, with its registered office at 105200 Baicoi 30-th Crisan street PRAHOVA, ROMANIA, Trade Register number J29/1521/2019, represented by **Radu Mircescu** as service provider, hereinafter referred to as the “**Company**”

and

_____, a company incorporated under the laws of _____, with its registered office at _____, Trade Register number _____, represented by _____, as beneficiary, hereinafter referred to as the “**Client**”

Individually, each of the Company and the Client may be referred to as a “**Party**” and together, as the “**Parties**”.

WHEREAS the Client desires to benefit from the services provided by the Company, i.e. **Drilling Risks Services SRL** (the “**Services**”) and, therefore, the Parties may make Confidential Information available to each other and the Parties wish to protect such Confidential Information in the manner set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- (a) Drilling Visa Concept is the main service of Drilling Risks Services SRL and act as a Pre-Spud Independent Digital Review for Drilling Projects. Drilling Visa is powered by the digital application Riskovery Drilling.
- (b) DTRE (Downhole Tool Risk Evaluation) is a specific service also based on Riskovery Drilling.
- (c) LCRE (Loss Control Risk Evaluation – NPT and HSEQ) is a report about the level of the impact of the possible losses.
- (d) Upon request we offer Technical assistance through experts for the implementation of the recommendations in the reports and on-site supervision.
- (e) “**Confidential Information**” shall mean any and all trade secrets, confidential knowledge, proprietary data, drawings, specifications, technical data, know-how, processes descriptions and any other information or data relating to a Party’s business or relating to the Purpose, which can reasonably be considered confidential, whether

disclosed in writing, orally or by any other means to one Party (the “**Receiving Party**”) by the other Party (the “**Disclosing Party**”) or by a third party contractor on behalf of the Disclosing Party, or to a third party contractor on behalf of the Receiving Party, whether before or after the date of this Agreement, but shall exclude any part of such information or data which:

- i is in the public domain in any way without breach of this Agreement by the Receiving Party; or
- ii the Receiving Party can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence, or (b) to have been developed by or for the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party; or
- iii the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or
- iv is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
- v is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

The burden of proving these exceptions resides with the Receiving Party.

2. Handling of Confidential Information

- (a) The Receiving Party shall maintain the Disclosing Party’s Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information.
- (b) Subject to Clause 3(c), the Receiving Party shall ensure that disclosure of such Confidential Information is restricted to those employees, staff members, officers and directors, and professional advisors of the Receiving Party having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Disclosing Party. All such Confidential Information and copies thereof shall be destroyed or returned immediately to the Disclosing Party upon a written request from the Disclosing Party. If the Receiving Party elects to destroy such Confidential Information and copies thereof, it will confirm such destruction in writing to the Disclosing Party.
- (c) The Company, acting as the Receiving Party has the right to keep one copy of the Client’s Confidential Information as required by its internal regulations, and to use such Confidential Information for statistical purposes only, in order to improve the

quality of the provided services. The Client, as Disclosing Party, hereby expressly agrees to such use of its Confidential Information.

3. Limitations and Warranty

- (a) The Receiving Party shall (i) not divulge the Disclosing Party's Confidential Information, in whole or in part, to any third party (subject to (c) below), (ii) use the same only for the Purpose, and (iii) make no commercial use of the same or any part thereof without the prior written consent of the Disclosing Party, except as provided under clause 2 (c) above. Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure required by law of the Disclosing Party's Confidential Information provided that to the extent possible it gives the Disclosing Party not less than two business days' notice of such disclosure.
- (b) The Disclosing Party warrants its right to disclose its Confidential Information to the Receiving Party and to authorize the Receiving Party to use the same for the Purpose.
- (c) Nothing in this Agreement shall prevent the Receiving Party from divulging the Disclosing Party's Confidential Information to the Receiving Party's holding companies, affiliates and subsidiary companies or to advisors and individual third party contractors acting on their behalf, provided that in each case the Receiving Party shall ensure that the provisions of Clause 2 shall be respected by and enforced on those parties. The Receiving Party takes responsibility for companies or third parties to which it will divulge such Confidential Information.
- (d) The Receiving Party shall, upon discovery of any disclosure or unauthorized use of the Disclosing Party's Confidential Information, promptly notify the Disclosing Party of such discovery and use all reasonable efforts to prevent any further inadvertent disclosure or unauthorized use thereof.

4. Disclosure Limitation

No Party shall make use of any discussions concerning this Agreement, or this Agreement itself, for publicity, advertising or marketing, or disclose that either Party has been carrying on discussions regarding the Purpose or has entered into this Agreement, without the prior written consent of the other Party.

5. Disclaimer

All rights in its Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly recited herein are granted or are to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made, obtained or licensable by either Party. Nothing in this Agreement or its operation shall constitute an obligation on either Party to enter into any further business relationship, whether or not with respect to the Project, or shall preclude, impair or restrict either Party from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

6. Notices

All notices under this Agreement shall be in writing, sent by facsimile, electronic mail or first-class registered or recorded delivery post to the Party being served at its address specified in this Agreement or at such other address of which such Party shall have given proper notice. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

Drilling Risks Services SRL: _____ as Company
Address: Baicoi 30-th Crisan street PRAHOVA, ROMANIA
Post Code: 105200
Attn: Radu Mircescu
E-mail: office@drillingrisks.com

_____: _____ as Client
Address: _____
Post Code: _____
Attn: _____
E-mail: _____

7. Termination

This Agreement shall continue in force for two years from the date of signing of this Agreement. This Agreement can be terminated earlier by mutual consent of the Parties.

8. Non-Assignment

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

9. Entire Agreement, Governing Law and Jurisdiction

This Agreement constitutes the entire agreement and understanding between the Parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be amended except by written agreement signed on behalf of each Party by their authorized signatories. The interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of England and the Parties hereby submit to the jurisdiction of the English courts.

10. Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party to this Agreement had signed the same document. Delivery of an executed signature page or a counterpart by facsimile transmission or in portable document format (pdf) or other format shall take effect as delivery of an executed counterpart of this Agreement.

SIGNED for and on behalf of
DRILLING RISKS SERVICES

SIGNED for and on behalf of

Date: _____