

**NON – DISCLOSURE AGREEMENT
(GENERAL CONDITIONS)**

The present Non – disclosure Agreement was concluded on 2013 [month, day] between:

Klaipėdos nafta, AB, established and operating under to the laws of the Republic of Lithuania, legal entity code 110648893, registered office Burių str. 19, Klaipėda, Republic of Lithuania (hereinafter – **the Company**), represented by the General Manger Rokas Masiulis, acting according to the Articles of Incorporation of the Company,

and

[name, surname, personal code, address] (hereinafter – the **Member of the Supervisory Council of the Company**),

the Company and the Member of the Supervisory Council of the Company, hereinafter both referred to as the Parties and each separately – as the Party,

TAKING INTO ACCOUNT THE FOLLOWING:

- (A) The Law on Companies of the Republic of Lithuania, Article 32, Part 4, that provides for the obligations of the Members of the Supervisory Council to ensure the proper safety of the Company's commercial secrets, confidential information, of which they became aware acting as Members of the Supervisory Council;
- (B) Based on the decision of the General Meeting of Shareholders of the Company from [date], the Member of the Supervisory Council of the Company was elected to the Supervisory Council of the Company;
- (C) Article 11.3 of the Articles of Incorporation of the Company set forth that after taking office with the Supervisory Council of the Company its Members shall be under the obligation without any delay to sign a non-disclosure agreement under such general conditions, which had been approved by the General Meeting of Shareholders of the Company;
- (D) The General Meeting of Shareholders of the Company had approved the form of the present Agreement on 2013 [month, day] (Minutes of the General Meeting of Shareholders of the Company No. []).
- (E) Member of the Supervisory Council of the Company confirms that he is fully aware of the necessary to ensure proper safety of the commercial (industrial) secrets of the Company and its confidential information, when dealing with any third parties, as well as using such information for his/her own needs; he shall also seek to ensure the safety and protect the Company's both property and non-property interests and rights, which can be violated, restrained or otherwise harmed, should a commercial (industrial) secret or confidential information are disclosed.

PARTIES AGREE THAT:**1. DEFINITIONS**

Unless otherwise specified by the present Agreement, the definitions used in the text of the present Agreement (its preamble included) shall have the following meaning:

“Confidential information” means information, included into the List of Company's Confidential Information, as well as any other information related with the company, knowledge, documents, computer files and other tangible and intangible objects marked confidentiality flag, except the information, which under the laws of the Republic of Lithuania is public.

“Disclosure of confidential information” means action or lack of action from the Member of the Supervisory Council of the Company, should such action or lack of action caused the information to become available for any third party.

„Agreement“

means the present Agreement and all its attachments and/or supplements and/or amendments hereto, should there be any.

2. CONFIDENTIALITY

2.1. Member of the Supervisory Council of the Company shall be under the obligation to use all the Confidential Information, which he had received from the Company, while acting as a Member of the Supervisory Council of the Company, exclusively for the purposes that are not in conflict with interests of the Company. Member of the Supervisory Council of the Company shall also be under the obligations to use the Confidential Information only for activities related with the proper performance of his/her functions, as a Member of the Supervisory Council of the Company. Member of the Supervisory Council of the Company shall be under the obligation not to use the Confidential Information for the economic or other benefits, whether his/her own and of any person related to the Member of the Supervisory Council of the Company, or any other third party benefits.

2.2. A Member of the Supervisory Council of the Company shall be obliged to ensure that all the Confidential Information that he receives from the Company, should not be disclosed in any way and should be kept secret, subject to cases provided for in Article 2.3 of the Agreement. A Member of the Supervisory Council of the Company shall also be under the obligation to take all special precautions in respect to Confidential Information that may be required by the Company.

2.3. Member of the Supervisory Council of the Company shall be under the obligation not to disclose any Confidential Information to any third party, without Company's written consent, subject to cases described herein. This/her prohibition of disclosure of any Confidential Information to a third party shall not apply should the Member of the Supervisory Council of the Company is a representative of any ministry, department or other public authority, or state institution of the Republic of Lithuania, while the exchange information with the ministry, department or public authority, or state institution takes place due to the Members activities within the Supervisory Council (such as, getting approvals for particular decisions), as well as, in cases set for the by the laws of the Republic of Lithuania, when the disclosure of Confidential Information is required.

2.4. Member of the Supervisory Council of the Company shall be under the obligation not to produce copies of any Confidential information, as well as, not to reproduce it otherwise without the Company's written consent. Should the Company provided the Member of the Supervisory Council of the Company with such written consent that allows to copy or otherwise reproduce Confidential information, the Member of the Supervisory Council of the Company shall be under the obligation to safeguard such information in a secure and approved place, in order to protect it protect from any damage, theft, unauthorized use and copying, tampering, destruction, or any other violation of the rights to it in such a manner or scope that an intelligent person would use for the protection for its own private information, which is valuable and secret.

3. NOTIFICATION

In case, a Member of the Supervisory Council of the Company shall be under the legal duty to disclose any Confidential Information in violation of the terms of the present Agreement, the Member of the Supervisory Council of the Company shall no later than on the same day that he got informed of the said duty, notify the Company about it. Such notification must be submitted to the Company no later than 5 (five) working days prior to such disclosure of Confidential Information, in order that the Company would have sufficient time to take a substantiated opportunity (should the Company so decides) to appeal to the Court or to imply other appropriate legal remedies available, in order to prevent the disclosure of Confidential Information.

4. LIABILITY FOR DISCLOSURE OF THE CONFIDENTIAL INFORMATION

Should the Member of the Supervisory Council of the Company takes advantage of the Confidential Information in violation of Article 2.1 of the present Agreement, reveals any Confidential Information or part thereof to any person who is not entitled and are not required to receive it, or otherwise breaches the present Agreement, the Member of the Supervisory Council of the Company shall be under the obligation to reimburse all the losses (including indirect losses) that the Company had incurred due to such breach of the Agreement. Upon common accord of both Parties to the Agreement, the losses of the Company suffered due to the breach of the present Agreement and that are to be compensated by the Member of the Supervisory Council of the Company, shall include all income, which the Member of the Supervisory Council of the Company or any third party had received, while taking advantage of the Confidential Information.

5. VALIDITY OF THE AGREEMENT

The present Agreement shall enter into force on the date of signature. All obligations of the Member of the Supervisory Council of the Company under the present Agreement shall remain valid, all the time, while the Member holds his/her office and then, three (3) years upon expiry of his/her term of office. The obligation of the Member of the Supervisory Council of the Company to reimburse all damages incurred due to a violation of the present Agreement shall remain in effect indefinitely.

6. FINAL PROVISIONS

6.1. The Member of the Supervisory Council of the Company shall no later than on the last day of acting as a Member of the Supervisory Council of the Company, shall be under the following obligations (a) to destroy (unless the Company requests for the return of the particular documents or other data storage devices) all documents, either obtained or produced while acting as Member of the Supervisory Council of the Company, that he/her possesses (including, but not limited to, any correspondence, reports, contracts and other documents, as well as computer disks, memory sticks and memory cards, computer software, other data storage devices readable by optical or electronic means), (b) to return the Company all passwords, keys, stamps, credit cards, assets and other properties that belong to or are managed by to the Company under other grounds and which were handed over to the Member in in connection with his/her activities as a Member of the Supervisory Council of the Company. Upon the Company's written request, the Member of the Supervisory Council of the Company shall also be under the obligation to provide a written confirmation on the proper fulfilment of all the obligations provided for in the present Article of the Agreement.

6.2. Any amendments or supplements to the present Agreement shall be produced in writing and signed in an appropriate way by both Parties to the Agreement.

6.3. Lithuanian law shall be the law applicable in respect to the present Agreement, its interpretation, application, as well as all issues, related to its infringement, validity or invalidity of the present Agreement.

6.4. All disputes, controversies or claims arising from the Agreement or related hereto, its infringement, termination or validity, shall be solved by negotiations. Should, within 30 (thirty) calendar days the parties fail to settle the dispute amicably the dispute shall be finally settled at Vilnius Court of Commercial Arbitration and under the rules of the said Arbitration Court. The Place of the Arbitration Court shall be Vilnius. The number of arbitrators shall be three. The arbitration language shall be Lithuanian.

6.5. Should any of the provisions of the present Agreement become lapsed or invalid (either fully or partially) due to its conflict with the applicable law, or for any other reason, the remaining provisions of the Agreement shall remain in full force and effect. In such a case, the Parties shall negotiate in good faith and shall seek to amend such fully or partially invalid provision with a new valid one. The latter provision should enable (as far as it is possible) the accomplishment of the same legal and economic effect, as the provision of the Agreement, that would be amended.

6.6. Neither of the Parties to the Agreement may assign its rights and obligations under the Agreement.

6.7. The Agreement shall be concluded in 2 (two) copies in the Lithuanian language, one copy for each of the Parties.

In confirmation of all that has been described hereabove, the Parties have signed the present Agreement on the said date:

On behalf of the Company

Member of the Supervisory Council

Rokas Masiulis
General Manager

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