

NON-DISCLOSURE AGREEMENT

The undersigned

.....
(full name, position, authorization to represent the Investor)

.....
(name of the Investor)

.....
(address, registry no.)

hereinafter referred to as the "Investor" in relation to the intention to participate in the negotiations concerning the purchase of the shares of Energetyka Ciepna Opolszczyzny S.A. with its official seat in Opole, Poland, referred to hereinafter as "Company" in the amount of 843,928 (say: eight hundred forty-three thousand nine hundred twenty-eight) shares, constituting 54.3% of the total number of shares of the Company undertakes to:

1. Treat all the information obtained in the written or oral form from the Company, Township of Opole, Municipalities of Brzeg, Grodków or Głucholazy and/or from the Advisor during the process of privatisation as confidential unless the information is universally accessible, was previously known to the Investor or was provided as the public news in the course of action not violating this clause.
2. Using the information only for the purposes connected with stating the possibility of the purchase of the Company shares; the information will not be used for any other purpose, particularly not against the interests of the Township of Opole and Municipalities of Brzeg, Grodków and Głucholazy and of other Shareholders or the Company and will not be made available to other subjects, even if joined by the capital, with the exception of the cases connected with the decision-making process (obtaining - within the corporate group of the Investor - required permissions connected with the possibility of purchase of the block of the shares of the Company) and subjects or persons co-operating with the Investor on the preparation of the proposal of the purchase of the Company shares (advisors, consultants, partners, representatives, etc.). In the case of submitting the response to the public invitation to the negotiations along with the other subjects each of the co-investors / members of the consortium is required to sign the "Non-disclosure agreement".
3. Not providing the information concerning own intention of purchasing the Company shares as well as the data connected with the conditions, regulations and other details of the negotiations to other people / third parties (especially to other Investors and mass media) apart from the cases required by law after making arrangements with the Mayor of Opole.

**Information on the procedure for sale of the shares of
Energetyka Ciepna Opolszczyzny S.A. with its official seat in Opole, Poland**

4. This commitment will be fulfilled by the representatives, employees and advisors of the Investor and in the case of not fulfilling this commitment, the Investor will cover all the losses incurred in relation thereto by the Township of Opole and Municipalities of Brzeg, Grodków and Głuchołazy, other Shareholders, the Company or by the Advisor.
5. To all matters not settled herein, provisions of the Civil Code and the Act of 16 April 1993 on unfair competition shall apply.
6. The effective date of this agreement is the date of conclusion and it shall remain in full force and effect for three years since this date.

The signature of Investor representative

Place and date