

**CONFIDENTIALITY UNDERTAKING  
JOINT OIL AND DATAROOM VISTOR**

In view of the potential participation of your company to the JOINT OIL dataroom in Entreprise Tunisienne d'Activités Pétrolières (ETAP) premises for (the "Work to Be Performed"), the disclosure of some information concerning the assets, operations and financial activities of JOINT OIL is planned. As a condition to such information being furnished to you and your directors, officers, employees, agents or advisors (collectively, the "Representatives"), you agree to treat any information concerning JOINT OIL which has been or will be furnished to you or to your Representatives by or on behalf of JOINT OIL (herein collectively referred to as the "Confidential Information", as further defined below) in accordance with the provisions of this letter of agreement (the "Confidentiality Undertaking").

1. In this Confidentiality Undertaking, the term "Confidential Information" means (i) all financial, technical, operational, commercial, staff, management and other information, data, experience and expertise of whatever kind whether in written, electronic or oral form which is either directly or indirectly disclosed to you by, or on behalf of, JOINT OIL or its directors, officers, employees, agents and advisers, and (ii) all analyses, compilations, projections, studies, reports and other documents prepared by you and your Representatives regarding JOINT OIL which contain, reflect or are based upon the information referred to in paragraph (i) above.
2. You undertake to JOINT OIL that you will hold the Confidential Information in strict confidence and will not disclose, copy, reproduce or distribute any Confidential Information to any person other than:
  - (a) as permitted in writing by JOINT OIL; or
  - (b) to those of your Representatives who strictly need access to it for the purposes of the Work to Be Performed, and only to the extent that they themselves are bound by law by a confidentiality obligation or have signed a document binding them to confidentiality undertakings similar to those set forth herein.
3. Neither you nor any of your Representatives shall, without our prior written consent:
  - (a) use any Confidential Information for any purpose other than the Work to Be Performed; or
  - (b) reveal to any person the existence or subject matter of this Confidentiality Undertaking, the fact that Confidential Information has been made available to you, or any information relating to the Work to Be Performed.
4. The restrictions on use and disclosure of Confidential Information set out in paragraphs 2 and 3 above shall not apply to any Confidential Information which:
  - (a) is in the public domain or is otherwise generally available to the public, or comes into the public domain or otherwise becomes generally available to the public other than by as a result of a breach of this Confidentiality Undertaking;
  - (b) is already in your lawful possession (as evidenced by written records or other relevant evidence) as of the date of this Confidentiality Undertaking;
  - (c) is acquired by you from any third party provided that such third party is not known by you to be acting in breach of an existing obligation of confidentiality in disclosing the Confidential Information to you;
  - (d) is required to be disclosed by applicable law, regulation or order of a court of competent jurisdiction or enforceable request of any recognized stock exchange or other competent authority, provided that, prior to such disclosure, to the extent permitted by law, you consult JOINT OIL as to the proposed form, nature and purpose of the disclosure, and such disclosure is limited to the minimum necessary to comply with such disclosure obligation.

5. You further undertake to return to us, promptly upon written request, all Confidential Information received from JOINT OIL or its representatives without retaining any copies, extracts and reproductions thereof. In addition, upon written request you will destroy any documents or data (including on any computer or other device, subject to any legal obligation to the contrary) prepared by you or your Representatives which contain or are based on Confidential Information (and any such destruction will be certified in writing to us by an authorized officer supervising it).
6. You will ensure that each of your Representatives who receives Confidential Information is informed of the terms of this Confidentiality Undertaking, and you will keep us informed of their identity. The undertakings set forth herein are given by you on your own behalf and as agent for each of your Representatives and with their full knowledge and authority. You acknowledge and agree that you will be responsible for any breach of this Confidentiality Undertaking by your Representatives.
7. You understand that no member of JOINT OIL has made or accepts responsibility for, or makes, any representation or warranty (express or implied) with respect to the accuracy or completeness of the Confidential Information. You agree that no member of JOINT OIL, nor any of its directors, officers, employees, representatives or advisers, shall have any liability in respect of the Confidential Information save in case of fraud or willful misconduct of any such person.
8. You undertake to hold harmless and indemnify JOINT OIL from and against any claim, loss, damages or costs (including reasonable attorneys' fees) that it may incur as a result of a breach of this Confidentiality Undertaking by you or your Representatives (with whom you agree to be jointly and severally liable).
9. You agree that JOINT OIL could be irreparably injured by a breach of this Confidentiality Undertaking, that damages would not be an adequate remedy and that JOINT OIL shall be entitled, in addition to all other remedies available at law, to injunctive relief and specific performance.
10. You acknowledge and agree that the undertakings set out in this Confidentiality Undertaking shall remain in force for three (3) years from the date hereof.
11. This Confidentiality Undertaking shall be governed and construed in accordance with the laws of Tunisia, without giving effect to the conflicts of law principles

Please indicate your agreement to the foregoing by signing and returning the enclosed duplicate of this Confidentiality Undertaking.

Yours faithfully,

JOINT OIL

ACCEPTED AND AGREED:

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title: