

MANDATE CONTRACT

Concluded today _____

I. Preamble

Considering:

- The dispositions of GEO no.109/2011 *on corporate governance of the public enterprises* subsequent amendments and completions;
- The dispositions of Law no.31/1990 on companies, republished, further amendments and completions (“Law no.31/1990”);
- Law no. 187/2023 for the amendment and supplementation of the Government Emergency Ordinance no.109/2011 on the corporate governance of public enterprises;
- GD no.639/2023 for the approval of the methodological Norms for the enforcement of GEO no.109/2011 on the corporate governance of public enterprises;
- The Articles of Incorporation of the Company CONPET S.A.;
- The provisions of Art.1913 - 1919, art.1924, as well as art. 2009 and the following from the Civil Code;
- The Resolution of the Ordinary General Meeting of Shareholders of the company no._____ dated _____ on the approval of the contract between the company and the provisional administrators of the company;

and the fact that:

- by Resolution no. dated....., the Ordinary General Meeting of Shareholders of the company has appointed Mr/Ms....., in the capacity of Board of Directors' member and the latter expressly accepted the nomination and will perform, along with the other members of the Board of Directors, the powers provided by Law no. 31/1990, the Articles of Incorporation of the company, (“Articles of Incorporation”), GEO no. 109/2011;
- Law no.31/1990 and GEO no.109/2011 require the members of the Board of Directors that, along the duration of their mandate, they should not be in a legal employment relationship with the company;
- is necessary to be established the rights and obligations of the signatory parties, in the context of a civil law legal relationship associated to the exercising of the capacity of member of the Board of Administration,

the parties herein agree to conclude this mandate contract, following the agreement expressed by the signatory parties.

II. Contracting Parties

Art. 1. The company CONPET SA, company administered as a unitary-system, headquartered in Ploiești, no. 1-3 Anul 1848 street, registered at the Trade Register Office of the Prahova Tribunal under no. J1991000006291, Unique Registration code 1350020, IBAN code RO38RNCB0205044865700001, opened at BCR Ploiești, represented by, as **Principal (“The Company”)**,

and

....., Romanian citizen, born on, in....., domiciled in....., Street, no....., floor, apt

.....sectoridentified with identity card type series....., no....., Personal Identification Numberas Administrator or Agent (“Administrator/Agent”).

III. Definitions

Art. 2 In this Mandate Contract, the terms below shall bear the following significations:

- a. **Articles of Incorporation** - The Articles of Incorporation of CONPET SA (hereinafter called also the), approved by the General Meeting of Shareholders of *the Company, as it is in force on the date of this Mandate Contract or will be amended/completed/reformulated, by resolution of the General Meeting (extraordinary) of the Company's Shareholders*
- b. **The applicable legal framework** – the set of Romanian legal norms contained in GEO no. 109/2011, Law no. 187/2023 for the amendment and supplementation of the Government's Emergency Ordinance no. 109/2011 regarding corporate governance of public enterprises, Companies Law no. 31/1990, Civil Code, Fiscal Code, as well as in other normative acts (eg: laws, regulations, decrees and any other applicable regulatory acts, issued by national, international, regional, local public authorities or other governmental authorities), incidental to this Mandate Contract, applicable to the parties;
- c. **Conflict of interests** - any situation or circumstance determined/determinable under the applicable legal framework, the Rules of Organization and Functioning of the Company (“ROF” of the Company”) and the Rules of Organization and Functioning of the Board of Directors (“ROF” of the BoD”) where the personal, direct or indirect, interest of the Administrator, is contrary to the Company's interest so that it affects or may affect their independence and impartiality in making business decisions or carrying out in due time and objectively the tasks assigned for exercising their mandate for the Company;
- d. **Inside Information** - information of a precise nature that has not been made public, referring directly or indirectly to one or more issuers or to one or more financial instruments and which, if publicly provided, could have a significant impact on the price of these financial instruments or on the price of derivative financial instruments linked therewith;
- e. **Confidential information** - means and includes any information regarding the economic activity of the Company that is not public, according to (i) the law, (ii) the resolutions of the General Shareholders Meeting, (iii) the decisions of the Board of Directors and (iv) the internal regulations of the Company.
Confidential information refers mainly, but not limited to those
 - the contractual terms and any information on the business partners, clients, investors or suppliers of the *Company*, as well as the conditions based on which the Company carries out economic activities with each of them;
 - computer software, algorithms, procedures or techniques used by the *Company*;
 - information on the future plans of the Company, here included, but not limited to, plans for expansion in geographic areas, market segments or services;
 - marketing strategies developed, investigated, acquired (from a third party or otherwise), or used by the *Company*;
 - any other information acquired by the Administrator during the exercise of its mandate, which could be reasonably deemed as reflecting the Company's vulnerabilities.
- f. **Impossibility to exercise the mandate/legal reason** - (i) any circumstance creating an unavailability with a duration longer or equal to 90 consecutive calendar days, depriving the administrator from the possibility to fulfill their attributions, personally or by representation, except for the cases provided by law (ii) the preventive arrest, (iii) the execution of a custodial sentence, (iv) annulment of the resolution of the (ordinary) general meeting of shareholders of *the Company* regarding the appointment of the administrator;
- g. **The Remuneration** due to the provisional Administrators - means the remuneration made up by a monthly fixed allowance approved by decision of the general meeting of shareholders, in compliance with the provisions of Art. 153¹⁸ of the Companies Law no.31/1990 and of Art.37 of GEO no.109/2011, Art. VIII of Law no.187/2023.

- h. **Force majeure** - stands for any external event, unforeseen, absolutely invincible and inevitable, which could not be foreseen at the moment of conclusion of this Contract of Mandate and that makes impossible the execution, and, respectively, the fulfillment of the Contract of Mandate; such events are being considered: wars, revolutions, fires or any other natural disasters, restrictions occurred following quarantines, embargo, the enumeration not being exhaustive but declarative. It is not being considered force majeure an event, similar to the above, which, without providing the impossibility for execution, makes extremely costly the execution of one party's obligations over the other;
- i. **Business decision** - means any decision to adopt or not certain measures regarding the *Company's* administration;
- j. **Fortuitous event** – signifies an event that could not be foreseen by the administrator nor prevented by him to happen; are assimilated to the fortuitous event the modification of the legal, regulatory and fiscal system in Romania existing at the signing of this Agreement;

IV. Scope of Contract

Art. 3 By this Mandate Contract, the provisional Administrator is empowered to adopt, together with the other administrators, all the necessary measures for the administration of the Company, in accordance with the provisions of the applicable legal framework, in force, as well as in accordance with the provisions of the Articles of Incorporation of the Company and those of this Mandate Contract, within the limits of the Company's scope of business and in compliance with the exclusive reserved powers provided by the legislation in force and in accordance with the recommendations contained in the applicable corporate governance guides and codes.

Art. 4 In order to fulfill the scope of this Mandate Contract, the provisional administrator will perform all documents necessary for the administration of the Company's assets for the interest thereof, for the achievement of the core business and will exercise the duties set therefor by the Articles of Incorporation and this Contract of Mandate.

Art. 5 The place where the Administrator shall fulfill the mandate is the headquarters of the Company, mentioned in art.1 of this Contract or the place where he operates as representative of the *Company*. The place of fulfilling the Mandate can be changed by the *Company and can be settled either at the headquarters of the Company's branches, or in another location established by the Company*. The decision related to the change of the place where the mandate shall be fulfilled will be communicated with Company's concern.

V. Duration of the Contract of Mandate

Art. 6 The Contract of Mandate is concluded for a period of 5 months, starting the date of _____ until the date of _____ and can be extended by GMS decision, as per the provisions of art.29¹, Para (2) of GEO no.109/2011.

VI. Obligations of the Administrator

Art. 7 The provisional administrator is obliged, **together with the other members of the Board of Directors**, to exercise the following main duties:

- 7.1.** to determine the main lines of business and approve the development strategy of the *Company*;
- 7.2.** to constitute, without limitation, the consultative committees responsible for conducting investigations and making recommendations to the Board, as well as the nomination and remuneration committee and the audit committee, according to the legal provisions in force;
- 7.3.** to set the accounting policies and the financial control system, as well as the approval of the financial planning, as the case may be;
- 7.4.** to delegate the management of the *Company* to one or several directors, appointing one of them Director General, select, appoint and dismiss the directors and the Director General and to set their remuneration upon the recommendation of the Nomination and Remuneration Committee;

7.5. to assess, on a quarterly basis, the activity of the Director General, both in terms of mandate contract performance, as well as in terms of observance and achievement of the management component included in the Administration plan;

7.6. to approve the Rules on the organization and functioning of the Board of Directors;

7.7. to establish the tasks delegated in the competence of the executive management of the *Company*, respectively the Director General and other directors appointed based on mandate, to carry out the operations of the *Company*;

7.8. to approve the conclusion of any contracts for which they have not delegated the powers to the Director General and the directors within the limits provided by the Articles of Incorporation;

7.9. to issue an annual report on the business of the *Company* in compliance with art. 56 of GEO no. 109/2011;

7.10. to summon/or, as the case may be, to endorse the convening of the General Meeting of Shareholders, to participate in the GMS meetings and to bring into effect the resolutions of the General Meeting of Shareholders, to inform the shareholders regarding any action or event that might have a significant impact on the situation of the *Company*;

7.11. to present, annually, to the general meeting of shareholders of the *Company*, within the period provided by the legislation in the field, the report on the activity of the *Company*, the annual financial statements, including the balance sheet and profit and loss account, to make recommendations on the allocation of profit and endorse the draft revenues and Expenditure Budget of the *Company*;

7.12. to settle the borrowing level of the current bank loans, of the short-term and medium-term trade credits and to approve the issuance/provision of guarantees, according to the Articles of Incorporation;

7.13. to introduce, where appropriate, the request to open insolvency proceedings of the *Company*, according to the law;

7.14. to propose to the general meeting of shareholders of the *Company* the augmentation of the share capital if this measure is necessary to perform the Company's business, the establishment/dissolution of new units/subunits, mergers, divisions, as well as the establishment of legal entities, with or without legal personality, in association with other Romanian/foreign persons;

7.15. to exercise the duties that had been delegated, by the general meeting of shareholders of the *Company* according to Law. 31/1990 and any other functions provided by the Legal Framework or the Articles of Incorporation as falling under their responsibility;

7.16. to present, on a quarterly basis, within the ordinary general meeting of shareholders, a report on the administration activity including also information referring to the execution of the mandate contracts of the directors, details regarding the operational activities, financial records of the *Company* and quarterly financial reports of the *Company*.

7.17. to approve the level of professional liability insurance for the Director General and the other directors appointed based on mandate contract, if applicable, under the law;

7.18. to approve the investment strategy;

7.28. to adopt, within 90 days as of the appointment, a Code of ethics, to be published, by the courtesy of the Chairman of the Board of Directors, on the website of the *Company*; the Code of Ethics shall be reviewed annually if necessary, bearing the endorsement of the internal auditor, being republished;

7.20. to assign the time, knowledge and effort necessary to perform the tasks specific to the position of non-executive member of the Board of Directors of the *Company*;

7.21. to attend the meetings of the Board of Administration and analyze/review the documents and information required to contribute actively to the discussions of the board and participate actively in the annual evaluation exercise of the Board of Administration;

7.22. to treat all shareholders equally and not take any special obligations to a shareholder or another about the *Company*'s business;

7.23. to avoid the Conflicts of Interests concerning the *Company*, to inform the Board of Directors as soon as such a situation occurs and to refrain from participating in the deliberations and taking any decisions; the same shall apply if the person concerned is the spouse, relatives and in-laws of the Administrator, up to the fourth degree, inclusive of;

Art. 8. The administrator is, also, bound to:

- 8.1. not be related to the *Company* by an employment contract;
- 8.2. adopt all necessary measures to protect the *Company's* assets;
- 8.3. not conclude legal agreements with the *Company*, but on terms established by law;
- 8.4. ensure that the financial information produced by the *Company* is accurate and that financial control systems and of risk management are effective;
- 8.5. exercise the mandate with the loyalty, prudence and diligence of a good administrator, in the exclusive interest of the public enterprise;
- 8.6. to participate in a training program lasting at least a week/year, where to have training sessions on corporate governance, legal and any other areas relating to the *Company's* business, on the *Company's* costs;
- 8.7. to rigorously prepare the council meetings, dedicating at least 3 working days per month to this purpose, participating in the Board meetings, as well as in the specialized committees;
- 8.8. to participate in one or more consultative committees established at the level of the Board;
- 8.9. in the event of appointment as Chairman of the Board of Directors, the Administrator also has the corresponding attributions for this position, established in the *Company's* Articles of Incorporation, the Rules on the Organization and Functioning of the Board of Directors, as well as in the applicable legal provisions;

Art.9. The provisional administrator undertakes, together with the other administrators, to carry out the management plan and the decisions of the GMS.

Art.10. The Administrator, together with the other administrators shall convene the general meeting of shareholders to approve any transaction, whether it occurs, individually or in a series of transactions, to have a value more than 10% of the net asset value of the *Company* or more than 10% of the turnover of the *Company* according to the latest audited financial statements, with the administrators or directors, employees, shareholders who own the company or with a company controlled by them, as well as spouses, relatives or in-laws up the fourth degree inclusive of the persons mentioned.

Art.11. The provisional administrator, together with the other administrators, shall inform the shareholders within the first general meeting of the shareholders following the end of the legal act, of any transactions concluded by the *Company* with:

- a) the persons referred to in art. 10, if the value of the transaction is below 10% of the net assets of the *Company* or less than 10% of the turnover of the *Company* according to the latest audited financial statements;
- b) another company or line public authority, if the transaction has a value, individually or in a series of transactions, of at least the equivalent in RON of the amount of 100,000 EURO .

Art.12. The provisional administrator, together with the other administrators, has the obligation to submit to the general meeting of shareholders, within the half-yearly and annual reports, in a special chapter, the legal acts concluded under the conditions of Articles 11 and 12, specifying the following elements: the parties that have concluded the legal act, the date of conclusion and the nature of the act, the description of its scope, the total value of the legal act, mutual claims, constituted guarantees, the terms and conditions of payment and any other essential and significant information in relation to the respective legal acts, as well as any information necessary to determine the effects of the respective legal acts on the financial statement of the *Company*.

VII. Rights of the Provisional Administrator

Art.13. The provisional administrator benefits from a monthly fixed gross allowance for the execution of the entrusted mandate in quantum of _____ RON, equal with the allowance settled

based on the OGMS Resolution of the company CONPET SA no.4 from 18.08.2023, for the other members of the Board of Directors.

Art.14. The payment of the remuneration is made once a month, namely on the.....of the current month, regardless of the number of meetings per month for which the payment is made.

Art.15. The company is committed to the provisional administrator to:

a) the reimbursement of expenses related to implementation of the mandate, based on supporting documents, in the same amount corresponding to the position of director general, such as, but not limited to: costs of accommodation, daily allowance, transportation and any other expenses related to the execution of the mandate and whether they were caused by journeys in the country or abroad; b) the supply of logistic support equipment (telephone, tablet, laptop, car) necessary for the more efficient performance of its duties and obligations in an appropriate and safe manner; if this happens, the Administrator undertakes to use this equipment according to the instructions given by the *Company*.

Art.16. The provisional administrator will benefit from an insurance policy type “directors & officers liability”. The *Company* shall bear and pay the cost of the insurance premiums.

Art.17. The administrator can benefit, along with other administrators, under the law, from specialized assistance to substantiate/ motivate decisions taken in the Board of Administrators, as well as legal assistance when formulating action claim by a third party against the Administrator in connection with performance of duties under this Contract of mandate, Articles of Incorporation, ROF, BoD or Legal Frame.

VIII. Rights of the Company

Art.18. The *Company* has the right to require the provisional administrator to exercise his mandate in the sole interest of the *Company* and to hold him accountable for the way he exercises this right.

IX. Liabilities of the Company

Art.19. The *Company* undertakes to pay all entitlements due to the administrator under this Contract of Mandate, including withholding at source and transfer in due time the income tax and all other mandatory, fiscal, or of any other nature, contributions, which fall under the responsibility of the administrator, in his name and on his behalf.

Art.20. The company undertakes to provide full freedom to the administrator to fulfill the mandate/responsibilities/obligations, within the limits laid down in the Articles of Incorporation, this Contract of Mandate and applicable legal framework, as set out in art. 3, art. 4, art. 7 and art. 8 of the Contract of Mandate.

X. Liability of the Parties

Art.21. The failure to perform and/or the improper performance of the obligations undertaken by any of the signing parties of the Contract of Mandate herein shall incur the civil and contractual liability of the defaulting party, under the law.

Art.22 The party having caused the termination of the Contract herein, under the provisions of Art.24, is liable towards the other party for covering all the damages generated by the termination of the Contract of Mandate.

Art.23. The administrator is liable for any damage suffered by the *Company* as a result of default by the Administrator of the duties and obligations provided by the Contract of Mandate, the Articles of

Incorporation, ROF, BoA, resolutions of the OGMS or legal Framework, in accordance with applicable legal provisions, as well as for failure of the administration plan in order to achieve the objectives contained therein and the financial and non-financial performance indicators.

Art.24. The provisional administrator does not breach the prudence or care obligation and shall not be liable if, when a business decision is made, he has reasonable reasons to consider that he/she acts in the interest of the Company and based on adequate information, and if a fortuitous event does not occur, as defined by Art.2, letter j).

Art. 25 The Company is liable for the non-compliance with the assumed obligations undertaken by this Contract of Mandate and shall cover the caused damages.

XI. Loyalty Confidentiality. Non-competition

Under this Contract, the provisional administrator is bound to:

to exercise its mandate with the loyalty, prudence and diligence of a good administrator always acting in the interests of the Company and with the standards of diligence expected from a professional who provides services related to a non-executive function within the Board of Directors of companies having an activity identical or similar to that of the Company; the Administrator does not violate the above-mentioned obligation if when making a business decision, he is reasonably entitled to consider (i) acting in the interests of the Company and (ii) making the decision based on the appropriate information.

Art. 27. a) keep confidential information and business secrets of the *Company*, to which had access through the documents submitted to the Board of Directors, except where such use is required by law or necessary in relation to public authorities and/or participation of the provisional Administrator in any dispute which concerns the *Company's business*;

b) use all information related to the *Company*, except for information that is publicly available (without being the result of an inadmissible act, omission or similar action by the provisional Administrator), acquired by the Provisional Administrator during its appointment, is confidential and will be used by the Administrator only for the purpose of fulfilling the duties related to its function as a non-executive administrator. The provisional administrator will not use this information for their own benefit, either directly or indirectly or for third parties. The Administrator will not disclose such information to any third party, unless it must do so in accordance with the legal framework and this Contract of mandate. This obligation applies is valid all along this Contract of Mandate and after its termination for a period of five (5) years;

c) not use in their own interest and not disclose to any unauthorized person any confidential or secret information about the Company's business. In this respect, the provisional Administrator undertakes to respect the nondisclosure rules provided in Annex 1 to this Contract;

d) operate so as to protect the image of the *Company*; to withhold public and free of even confidential information other than those which became public in any way, on the *Company* or its business, likely to confuse and/or mislead the public, contractual partners, persons involved in the *Company's business* and create a disadvantage thereto.

Art. 28. a) avoid conflicts of interest in relation to the *Company*, inform the Board of Directors as soon as such a situation occurs and to refrain from participating in the deliberations and taking any decisions; the same shall apply if the person concerned is the spouse, relatives and in-laws of the Administrator, up to the fourth degree, inclusive of;

b) not use for commercial purposes, on his behalf or for someone else's benefit, the results of the experiments/tests conducted by the Company alone or in partnership with entities engaging in the Company's business and promoting the Company's vision or other classified information in connection therewith (the know-how or others alike);

c) not use the Company's name for their own interest or the interest of another person;

e) not ask or seek acceptance on a business directly or indirectly linked to services competing with the ones of the Company from neither one of the his clients, irrespective of their location;

Art. 29 a) along the exercise of his mandate in the Company, he will not: (i) acquire stakes that allow exercising control of a company from the same activity or a similar activity with the one of the Company or having commercial relations regularly with the Company, or (ii) act as an administrator, director, member of the board, auditor, censor, employee, agent or representative of a company that is a competitor of the Company or (iii) supply in any way, in his own interest or in the interest of a third party who has the same core business or object of activity similar to that of the company, similar services as those provided for the benefit of the Company;

b) while exercising his mandate with the Company, the Administrator undertakes not to take part in acts of unfair competition, either directly or indirectly, on their own behalf or on behalf of or for the benefit of a third party, inclusive of but not limited to the determination or attempt to cause any employee, consultant, supplier, buyer or independent contractor of the Company to terminate the relationship with the Company;

XII. Force Majeure

Art.30. The parties are exempted from liability in case of force majeure, as it is defined in art. 2 letter h) of this Contract of Mandate.

Art. 31 In case of force majeure, the parties will make joint efforts to mitigate any damage that may result from the occurrence of such cases.

Art. 32 The parties also undertake to inform each other, in writing, no later than five (5) days after the intervention of any force majeure and generally keep each other informed in due time, on possible impediments likely to lead to difficulties in achieving the scope of this Contract of Mandate.

XIII. Amendment of the Contract of Mandate

Art. 33 This Contract of mandate may be amended only by written agreement of the signatory Parties, expressed in an addendum.

Art. 34 This Contract of Mandate will be adapted according to the regulations subsequent to its conclusion and applicable thereto.

XIV. Termination of the Contract of Mandate

Art. 35 This Contract of Mandate terminates in the following situations:

35.1. - expiry of the period for which it was concluded;

35.2. the immediate revocation of the provisional administrator by the general meeting of shareholders of the Company, for the unjustified and culpable failure to fulfill the obligations stipulated in the Mandate Contract or under the law;

35.4. death of the provisional administrator;

35.5. insolvency or bankruptcy of the *Company*;

35.6. agreement of the Signatories;

35.7. waiver of the provisional administrator to the mandate, by reasons which cannot be attributable to him, by sending a prior 30 days notification to the *Company*;

35.8. occurrence of legal impediments, as defined in Art. 2 letter f) of the Contract herein;

35.9 where, following the assessment performed by AMEPIP, it does not grant favorable endorsement for holding a position of member of the Board of Directors of the company.

Art.36. The mandate of the provisional administrator can also be revoked if there is a final judgment of a criminal conviction on (i) an offense against property by disregarding trust, a crime of corruption, embezzlement, a crime of forgery of documents, tax evasion, of an offense under Law no. 656/2002 on preventing and sanctioning money laundering, as well as on measures to prevent

and combat terrorist financing, republished, (ii) an offense provided by Law 31/1990, of the companies, republished with subsequent amendments and completions and Law no. 297/2004 regarding the capital market further amended and supplemented, or (iii) if there is a final criminal judgment of committing an intentional crime, under the criminal law. In these cases, removal of the mandate by the General Meeting of Shareholders shall not be deemed unjust dismissal.

Art. 37. Offense by the administrator of any of the acts or measures referred to in Chapter XI of this Agreement gives to the general meeting of shareholders of the *Company* the right to terminate this Contract by fault of the Administrator and the right to force the administrator to stop or remove the deed/action or consequences thereof, to return unlawfully acquired confidential documents from their legitimate holder and, where appropriate, to pay compensation for damages caused to the *Company* as required by law.

XV. Disputes

Art. 38 Any dispute arising between the Parties concerning the conclusion, performance, modification, termination or interpretation of the provisions of this Contract of Mandate, which can not be settled amicably, shall be submitted for settlement to the competent Courts of Romania.

XVI. The non-disclosure obligation between the parties

Art. 39 The parties undertake to keep confidentiality by the observance of legal and statutory provisions in force, on all data, information and documents received from the other party in relation to the performance of this Contract of Mandate

Art. 40 The parties may disclose information or documents relating to the performance of this Contract of Mandate only to those persons involved in its execution, who, in turn, are bound by the obligation not to use it for any purpose other than the one related to the performance of the contract, obligation communicated to the latter by the signatory of this Contract of Mandate.

Art. 41 It is not considered obligation of confidentiality, disclosure of information in one of the following cases:

- 41.1. if the information were known by the party before being obtained from the other party and can prove it;
- 41.2. if disclosure of information was made after receiving the written consent of the other party;
- 41.3. if the information was known upon its disclosure;
- 41.4. if the party disclosed the respective information to comply with legal provisions, or the court.

XVII. Final provisions

Art.42. The administrator confirms that he meets all the requirements of the Legal Framework and the Articles of Incorporation to be appointed as non-executive director of the *Company* that is not in any event/position under Article 30 and in any of the incompatibility situations stipulated by GEO no. 109/2011 and Law no. 31/1990 or on competition situations provided for in Annex 2 to this Contract.

Art.43. This Contract is governed by and shall be construed in accordance with the Romanian law. For any aspect that is not expressly provided for in this Mandate Contract, it will be supplemented by the provisions of the Civil Code, of the GEO. no. 109/2011, Law no. 187/2023 for the amendment and supplementation of the Government's Emergency Ordinance no. 109/2011 regarding the corporate governance of public enterprises, GD no. 639/2023, of the Articles of Incorporation, of the Rules on the organization and Functioning of the BoD, as well as any other applicable legal provisions.

Art. 44 The Administrator agrees with the processing of his personal data obtained by the *Company* from him/her (eg. data on the identity, address, occupation, personal identification number, etc.) for the purpose of or in connection with this Contract of Mandate.

Art.45. The administrator is not an employee, and this Contract of mandate is not a contract of employment.

Art.46. This Mandate Contract represents the entire agreement of the Parties and it supersedes any prior agreements, whether written or spoken, between the Parties relating to the scope of the same.

Art.47. If certain clauses of this Contract of Mandate end up no longer producing legal effects, the validity of the remaining provisions of this contract will not be affected. In such cases, the Parties agree to renegotiate in good faith any clause which ended up no longer producing legal effects, adding such renegotiated clause to this contract of mandate.

Art.48. All notices/correspondence between the Parties under this Contract of Mandate shall be made in writing and sent by facsimile, e-mail, registered letter or by courier services to the address indicated in Article 1 to this Contract of Mandate. Depending on the situation, the parties will choose in good faith and in a reasonable means of notice most appropriate from those set out in the first sentence of this article, so that notification to achieve their purpose and contribute to the fulfillment of the contractual obligations which are the responsibility of the parties.

Art. 49 If, at any time during this mandate contract, one of the parties does not expressly insist to impose a specific provision of this Contract of Mandate, this should not be construed as a waiver, by that party, to such provision or to the right to enforce these provisions.

In witness thereof, we have concluded today_____, on_____, in 2 (two) original counterparts, thos Mandate Contract, the parties declaring to have received, each, on signing this Contract, an original copy.

The Company CONPET S.A.

Mr/Mrs.....

by.....mandated by Resolution no.
of the Ordinary General Meeting of Shareholders

CONFIDENTIALITY RULES

1. Definitions

“Confidential information” - that is and include any information on the economic activity of the *Company* that are not public, according to the (i) law, (ii) the decisions of the General Meeting of Shareholders, (iii) the decisions of the Board of Directors and (iv) the internal regulations of the *Company*.

Not limited to the above, confidential information includes:

- a) the contractual terms and any information concerning business partners, customers, agents, employees, entrepreneurs, investors or suppliers of *the Company*, as well as the conditions under which *the Company* carries out economic activities with each of these persons;
- b) computer programs (including source code and object code) or the software developed, modified or used by *the Company*;
- c) information of any kind compiled by *the Company*, including, but not limited to, product and service information, advertising and marketing, as well as by the customers, suppliers and/or business partners, existing or potential;
- d) algorithms, procedures or techniques, or essential ideas and principles underlying such algorithms, procedures or techniques developed by or used by *the Company* or otherwise known to *the Company* (except for any algorithm, procedure or technique in the public domain), whether or not these algorithms, procedures, techniques are part of a computer program, including but not limited to techniques for:
 - identifying possible clients;
 - effective communication with existing or potential customers;
 - reducing operating costs or increasing system efficiency.
- e) the fact that *the Company* uses, used or evaluated as a possibility to use any particular database, data sources, algorithms, procedures or techniques or ideas developed or provided by a person other than *the Company* (including any algorithm, procedure or technique in the public domain), whether such algorithms, procedures or techniques are part of a computer program or not;
- f) the marketing determination strategies, developed, investigated, acquired (from a third person or otherwise), evaluated, modified, tested or used by *the Company*, or any information on or likely to lead to the development of such a strategy;
- g) information on *the Company*'s future plans, inclusive of, but not limited to, expansion plans to geographical areas, market segments or services, any information that might normally be included in the Company's financial statements, inclusive of, but not limited to, the amount of *the Company*'s assets, liabilities, net worth, income, expenses or net income of the *Company*, except for those information the disclosure of which is authorized in accordance with the *Company*'s internal regulations;
- h) information to be disclosed exclusively under the conditions laid down in item 5;
- i) any other information acquired by the Administrator in the course of his term of office, which might reasonably be deemed to reflect vulnerabilities of *the Company*, and which would assist a competitor or potential competitor of *the Company*, in successfully competing against *the Company*;
- j) any information received by *the Company* from third parties who, in turn, have a confidentiality obligation about which *the Company* is notified;
- k) any information derived from all of the above, and
- l) any copies of all the above information, except where such copies are requested by a court or other public authority, under the conditions laid down by law.

2. Use and Disclosure of Confidential Information

The provisional administrator acknowledges that he has acquired and/or will acquire Confidential Information during or in connection with the exercise of his mandate within *the Company* and that the use, for the purpose of competition of *the Company*, of such Confidential Information by himself or by others would seriously jeopardize the ability of *the Company* to continue its economic activity. Therefore, the provisional administrator accepts that, directly or indirectly, at any time, during the term of the Mandate Contract concluded with *the Company* or at any time after its termination, and regardless of when and for what reason this agreement will cease, will not use or cause the use of any Confidential Information in connection with any activities or business, except the economic activities of *the Company*, and will not disclose or cause disclosure of any Confidential Information to any natural person, company, association, group or any other entity, unless such disclosure has been specifically authorized in writing by *the Company*, or unless required by any applicable law, or ordered by the judgment of a court or arbitrary jurisdiction, or any public authority which by law is entitled to receive such information.

In addition, the provisional administrator undertakes to promptly notify *the Company* of any act of a court or arbitrary tribunal or other public authority, of the nature specified in the preceding paragraph, so that *the Company* may, under the law, adopt protective measures or other appropriate solution, and will continue to provide any assistance that the *Company* may reasonably require to guarantee such measures or solutions.

If the protective measures referred to in the preceding paragraph are not sufficient, the provisional administrator shall provide only that section of the Confidential Information that is lawfully required by the public authority concerned and shall make all reasonable and legally justified efforts to obtain the confidential treatment of any Confidential Information thus disclosed.

3. Use and disclosure of information about third parties

The provisional administrator understands that *the Company* sometimes receives information from third parties, which *the Company* must treat with confidentiality and use only for limited purposes, (“**Information about third parties**”).

The provisional administrator accepts that, directly or indirectly, at any time, during the term of the Mandate Contract concluded with *the Company*, or at any time after its termination, and no matter when and for what reason this Contract will cease, will not use or determine the use of any Information in respect of third parties, unless permitted by a written agreement between *the Company* and the respective third party, unless required by any applicable law or by the judgment of a competent court or arbitrary tribunal or by any other public authority which by law is entitled to receive such information.

In addition, the provisional administrator undertakes to promptly notify *the Company* of any act of a court or arbitrary tribunal or other public authority, of the nature specified in the preceding paragraph, so that *the Company* may, under the law, adopt protective measures or other appropriate solution. If the protective measures are not sufficient, the Administrator will provide only that section of the Third-Party Information, as legally required.

4. Protecting commercial secrets

No provision in this Mandate Contract shall involve *the Company* or affect in any way its rights to protect its commercial secrets by any means provided for by law.

5. Disclosure of information by the Company

During the performance of the Mandate Contract and on the date of termination thereof, the Administrator shall promptly disclose and hand over to *the Company*, where such disclosure would reasonably be deemed in the interest of *the Company*, in writing, or in any form and manner reasonably required by *the Company*, the following information, (“**Information to be disclosed**”):

(i) all and any algorithms, procedures or techniques related to the economic activities of *the Company* or to the activity of the provisional administrator within *the Company*, the essential ideas

and principles underlying such algorithms, procedures or techniques designed, original, adapted, discovered, developed, acquired (from a third person or otherwise), evaluated, tested or applied by the Administrator in the course of its activity within *the Company*, regardless of whether such algorithms, procedures or techniques have been incorporated into a computer program;

(ii) all and any marketing determination strategies, the essential ideas and principles underlying these strategies and any information which could reasonably lead to the development of such strategies designed, original, adapted, discovered and developed, acquired (from a third party or otherwise), valued, tested or applied by the administrator in the course of its activity within *the Company*;

(iii) information on all and any products and services, ideas and essential principles underlying those products and services, designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), valued, tested or applied by the administrator in the course of its activity within *the Company*, and

(iv) any other ideas or information designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), valued, tested or applied by the Administrator in the course of its activity within *the Company*, where such ideas or information could reasonably be regarded as useful or valuable to *the Company*.

6. The confidentiality of the information to be disclosed

The Parties agree that the information to be disclosed under Paragraph 5 is also subsumed to the sphere of Confidential Information as defined in Paragraph 1 of this Annex, and the Administrator undertakes to use and keep all information which will be disclosed under Paragraph 5 in the same way as Confidential Information, while respecting the provisions of Paragraph 3 of this Annex concerning the confidentiality of information relating to third parties.

By way of exception from the provisions of this item, the Information disclosed according to item 5 shall not be considered Confidential Information, for the purposes of this Mandate Contract, to the extent that it is not related to the economic activity of the company and have a general applicability, and can be used in any industry.

7. The extent of compliance with confidentiality obligations over time

The confidentiality obligations of the provisional administrator under this Annex, which are an integral part of the management contract, shall remain applicable after the termination of this Administration Contract and shall take effect for an unlimited period of time.

The company

By the empowered.....

by Resolution no.

of the Ordinary General Meeting of Shareholders

Mr. /Mrs.

NON-COMPETITION OBLIGATIONS

1. Non-competition

During the term of office in the *Company*, the provisional Administrator, directly or indirectly, agrees and undertakes:

- a) not to engage in any activity or business that is in competition with or similar to the core business of the *Company*;
- b) not to assist in any way any person whose activities are in competition with or otherwise prejudicial to the commercial activities of the *Company*.

The non-compete obligation has effects on the territory of Romania, as well as in the countries in which the company operates or intends to operate.

2. Abstention from requesting services

During the term of office in the *Company*, the Administrator, directly or indirectly, with or without commission shall not:

- a) determine or attempt to induce any employee, consultant, supplier, buyer or independent contractor of the *Company* to terminate its relationship with the *Company*;
- b) use, retain as a consultant or contractor, or determine the hiring or restraint of any employee, the hiring/concluding of a contractual relationship with any agent, consultant, service provider or products, buyer or independent contractor of the *Company*.

3. Breach of non-competition obligations

Any breach of the obligations contained in this Annex by the Administrator entitles the *Company* to claim compensation for damages caused to the Company.

The company

By the empowered.....,
by Resolution no.
of the Ordinary General Meeting of Shareholders
.....

Mr./Mrs.

INTEGRITY CRITERIA

Having regard to the following:

The members of the Board of Directors shall be required to declare any personal interests which may contradict the objective exercise of the duties they perform in the fulfillment of their mandate;

The members of the Board of Directors shall be obliged to take all necessary measures to avoid situations of conflict and of interest and incompatibilities;

Early identification and timely removal of the premises for corruption are priority and imperative;

Ethics refers to individual behavior, in an organizational context or not, which can also be appreciated or evaluated from the perspective of values, principles and ethical rules at the level of society;

Integrity behavior is that behavior that is ethically valued or evaluated as correct. Integrity, as an individual value, refers to this ethical correctness that cannot be delimited by legal and professional correctness;

Behavior lacking integrity is a form of undermining the company's mission, leading to a toxic organizational climate for employees and third parties, and affecting the legitimate interests of all those involved, including the public interest.

The Administrator of the Company assumes the following integrity criteria:

1. He is a competent, fair person and eager to contribute to the development of the company;
2. Adheres to the values and principles of the company's Code of ethics;
3. Takes decisions only in the interest of the company (decisions are not made in order to acquire financial benefits or other material advantages for themselves, family or close friends);
4. It has no business or contracts with the company where he is employed as a member of the BoD, or with a partner company;
5. Ensures compliance with the principle of transparency in its decisions and actions;
6. He has a duty to declare any particular interests related to the fulfillment of the responsibilities specific to the mandate and to take a stand in the sense of resolving any conflicts of interest that may arise, so as to protect the interest of the society;
7. He is responsible for his decisions and actions before the shareholders and is subject to any performance evaluation in the fulfillment of the mandate;
8. He should not create financial or other obligations towards organizations or natural or legal persons that would influence the way in which it carries out its duties specific to the mandate received from the shareholders;
9. Does not register overdue payments to the state budget as an individual;

10. No criminal prosecution has been initiated against him, he has not been indicted or convicted for committing a corruption offense or an act related to the non-observance of the prohibitions, incompatibilities, conflict of interests or declaration of assets, misappropriation of funds, tax evasion, facts related to the exercise of the duties of administrator, or for any other acts provided for by the criminal law;
11. The National Integrity Agency did not order a final finding act against him, regarding the violation of legal obligations regarding unjustified assets, conflict of interests or incompatibilities regime;
12. He has not been assigned, by a court decision of the courts that has become final, the quality of collaborator or worker of the former Department of State Security - Securitate, as political police, according to the law, and he did not promote/does not promote extremist ideas or actions (racism, xenophobia, anti-Semitism, etc.);
13. He did not obtain titles and diplomas through plagiarism, or intellectual theft proven by a final court decision;
14. They are not under judicial control for any type of crime, as well as under preventive arrest or house arrest;
15. He did not show offensive, aggressive or inappropriate behavior towards colleagues;
16. It is effectively involved in promoting the integrity of the company and provides its own example of integrity by sanctioning or properly managing violations of the rules, from the smallest, such as administrative misconduct, to the most serious, at the level of crimes.

The company CONPET S.A.

Mr./Mrs.

By

empowered by Resolution no.

of the Ordinary General Meeting of Shareholders