

## MANDATE CONTRACT

Concluded today

### I. Preamble

Considering:

- The dispositions of the Government Emergency Ordinance no. 109/2011 on corporate governance of the public enterprises subsequent amendments and supplementations;
- The provisions of Companies Law no. 31/1990 on the companies, republished, with subsequent amendments and supplementations (Law no. 31/1990);
- Law no. 187/2023 amending and supplementing the Government Emergency Ordinance No. 109/2011 on the corporate governance of public enterprises;
- GD No. 639/2023 for the approval of the Methodological Rules for the application of the Government Emergency Ordinance No. 109/2011 regarding the corporate governance of public enterprises;
- The Articles of Incorporation of the *Company CONPET SA*;
- The provisions of Art 1913-1919, art. 1924, as well as of the Art. 2009 et seq from the Civil Code;
- The resolution of the Ordinary General Meeting of Shareholders no. 2/29.04.2025 for the approval of the contract between the company and the provisional administrators of the same

*And given the fact that:*

- By the Resolution no.....dated....., the Ordinary General Meeting of Shareholders of the company appointed ..... as provisional member of the Board of Directors, and he/she expressly accepted the appointment, intending to exercise, together with the other members of the Board of Directors, the powers provided for by Law no. 31 of 1990, the Company's Articles of Incorporation ("Articles of Incorporation"), the GEO no. 109/2011;
- Law no. 31/1990 and GEO no. 109/2011 require the members of the Board of Directors not to be in a legal employment relationship with the company during their term of office;
- It is necessary to establish the rights and obligations of the signatory parties, in the context of a legal relationship of civil law, corresponding to the exercise of the capacity of provisional member of the Board of Directors,

the parties convene to conclude this mandate Contract, as a result of the act of will expressed by the signatories.

## ***II. The contracting Parties***

**Art. 1. The company CONPET SA**, company administered in a unitary system, with its registered office in Ploiesti, str. Anul 1848 n. 1-3, Prahova county, registered at the Trade Register office attached to Prahova Law Court under no. J1991000006291, Unique registration code 1350020, IBAN code Ro38RNCB0205044865700001 opened at BCR Ploiesti, represented by ..... in the capacity of **Principal** (the Company”),

and

\_\_\_\_\_, Romanian citizen, born on.....in....., domiciled in \_\_\_\_\_, in the capacity of administrator or **Agent** (Administrator or Agent)

## ***III. Definitions***

**Art. 2.** In this mandate Contract, the terms below will bear the following meanings:

- a. Articles of Incorporation** - the Articles of Incorporation of CONPET SA, approved by the GMS, as it is in force on the date of this Mandate Contract or will be amended/completed/reformulated, by resolution of the (Extraordinary) General Meeting of the Company’s Shareholders;
- b. The applicable legal framework** – the set of Romanian legal norms contained in the GEO no. 109/2011, Law no. 187/2023 amending and supplementing the Government Emergency Ordinance no. 109/2011 on the corporate governance of public enterprises, the Companies Law no. 31/1990, the Civil Code, the Fiscal Code, as well as in other normative acts (e.g. laws, regulations, decrees and any other applicable regulatory acts, issued by national, international, regional, local or other governmental authorities), incidental to this Mandate Contract, applicable to the parties;
- c. The 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 Agent is contrary to the Company’s interest so that it affect 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 and all information regarding the economic activity of the Company that is not public, as per (i) the law, (ii) the resolutions of the Ordinary General Meeting of Shareholders, (iii) Board of Directors Decisions and (iv) internal regulations of the Company;

Confidential information refers mainly, but not limited to the following:

- 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 thereto, 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 Agent during the exercise of its mandate, which could be reasonably deemed as reflecting the Company's vulnerabilities.

- f. ***Impossibility to exercise the mandate/legal impediment:-*** (i) any circumstance creating an unavailability with a duration longer or equal to 90 consecutive calendar days, depriving the member of the Board of Directors from the possibility to fulfill his attributions, personally or by representation, except for the cases provided by law, (ii) the preventive arrest, (iii) the execution of a custodial sentence, (iv) the annulment of the resolution of the Company's (ordinary) GMS regarding the appointment of the administrator.
- g. ***The Remuneration*** due to the provisional administrator – means the remuneration consisting of a monthly fixed allowance approved by resolution of the general meeting of shareholders, by the observance of the provisions of art. 153<sup>18</sup> of the Companies Law no. 31/1990 and of art. 37 of the 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 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 Contract;

#### ***IV. Scope of Contract***

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

**Art. 4.** In order to achieve the purpose of this Mandate Contract, the Provisional Administrator shall carry out all the necessary acts to administer the Company's assets in its interests, to fulfill the scope of work and shall exercise the duties established for it by the Articles of Incorporation and this Mandate Contract.

**Art. 5.** The place of performance of the Mandate is at the Company's headquarters, indicated in Art. 1 of this Contract or at the place where he acts as a representative of the *Company*. The place of performance of the Mandate may be changed by the Company and may be established either at the headquarters of the Company's subsidiaries or in another location established by the Company. The decision regarding the change of the place of performance of the mandate shall be communicated by care of the Company.

#### ***V. Mandate Contract Duration***

**Art. 6** The Mandate Contract shall be concluded for a period of....., starting with.....until..... or until the completion of the selection procedure, if the selection is finalized before the mentioned deadline.

#### ***VI The Administrator's Obligations***

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

- 7.1.** to establish the main lines of business and to approve the development strategy of the *Company*;
- 7.2.** to establish, without being limited to, consultative committees charged with conducting investigations and preparing recommendations for the board, such as the nomination and remuneration committee and the audit committee, in accordance with the legal provisions in force;
- 7.3.** to establish the accounting policies and the financial control system, as well as to approve the financial planning, as the case may be;
- 7.4.** to delegate the management of the *Company* to one or more directors, appointing one of them as the Director General, to select, appoint and recall the directors and the Director General and to establish their remuneration upon the recommendation of the nomination and remuneration committee;
- 7.5.** to evaluate the activity of the Director General on a quarterly basis, both in terms of the execution of the mandate contract concluded with him/her and in terms of compliance with and implementation of the management component of the administration plan;
- 7.6.** to approve the Rules on the organization and functioning of the Board of Directors;
- 7.7.** to establish the powers delegated to the executive management of the Company,

respectively to the Director General and the other directors appointed with a mandate, in order to carry out the Company's operations;

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

**7.9.** to prepare an annual report on the Company's activities in compliance with the provisions of art. 56 of the Government Emergency Ordinance no. 109/2011";

**7.10.** to convene or, as the case may be, endorse the convening of the general meeting of shareholders, to participate in the proceedings of the general meeting of shareholders and to implement the decisions of the general meeting of shareholders, to inform all shareholders regarding any act or event likely to have a significant influence on the situation of the *Company*;

**7.11.** to submit annually to the general meeting of shareholders of the *Company*, within the term provided by the legislation in the field, the report with comments on the Company's activity, the annual financial statements, including the balance sheet and the profit and loss account, to make recommendations regarding the profit distribution and endorse the draft revenues and expenditure budget of the *Company*;

**7.12.** to establish the level of contracting of current bank loans, short and medium-term commercial credits and to approve the issuance and establishment of guarantees, according to the Articles of Incorporation;

**7.13.** to submit, if necessary, the request for the opening of the Company's insolvency proceedings, in accordance with the law;

**7.14.** to propose to the general meeting of shareholders of the *Company* the increase of the share capital when this measure is necessary for the business deployment, the establishment or dissolution of new units/subunits, the merger, division, as well as the establishment of legal persons, with or without legal personality, through association with other persons from the country/abroad;

**7.15.** to exercise the powers delegated to him by the general meeting of shareholders of the Company in accordance with Law No. 31/1990, as well as any other powers provided for by the Legal Framework or the Articles of Incorporation as falling under his capacity;

**7.16.** to present semi-annually, at the general meeting of shareholders, a report on the management activity that includes information regarding the execution of the directors' mandate contracts, details regarding the operational activities, the financial performance of the Company and the semi-annual accounting reports of the Company;

**7.17.** to approve the level of professional liability insurance for the Director General and the other directors appointed with a mandate, if applicable, under the terms of the law;

**7.18.** to approve the investment strategy;

**7.19.** to adopt, within 90 days from the date of appointment, a Code of Ethics, which shall be published, under the supervision of the Chairman of the Board of Directors, on the Company's own website and shall be reviewed annually, if applicable, with the opinion of the internal auditor, and shall be republished;

**7.20.** to devote the necessary time, knowledge and effort to the fulfillment of the duties related to the position of non-executive provisional member of the Board of Directors of the Company;

**7.21.** to participate in the meetings of the Board of Directors and to carefully analyze the

documents and information necessary to actively contribute to the board's discussions and to actively participate in the annual evaluation exercise of the Board of Directors;

**7.22.** to treat all shareholders equally and not to assume any special obligations towards one shareholder or another in connection with the Company's activity;

**7.23.** to avoid the Conflicts of Interest with the Company, to inform the Board of Directors immediately when such a situation occurs and refrain from participating in the deliberations and making any decisions; the same obligation applies if the interested person is the spouse, relatives or in-laws up to the 4<sup>th</sup> degree inclusive in relation to the Administrator.

**Art. 8.** The Administrator is also obliged to:

**8.1.** not to be bound to the Company by an employment contract;

**8.2.** to adopt all necessary measures to protect the Company's assets;

**8.3.** not to conclude legal acts with the Company, except under the conditions established by law;

**8.4.** to ensure that the financial information produced by the Company is correct and that the financial control and risk management systems are effective.

**8.5.** to exercise the mandate with loyalty, prudence and diligence of a good administrator, in the exclusive interest of the public enterprise;

**8.6.** to participate in a professional training program with a minimum duration of one week/year, where to have training sessions in the field of corporate governance, legal, as well as in any other fields that are related to the company's activity, at the expense of the company;

**8.7.** to reliably prepare the board meetings, dedicating at least 3 working days per month to this purpose, participate in the board meetings, as well as in the specialized committees;

**8.8.** to participate in one or more consultative committees established at the board level;

**8.9.** in the event of appointment as Chairman of the Board of Directors, the Provisional Administrator shall also have the duties corresponding to this position, established in the Articles of Incorporation of the Company, the Rules on the Organization and Functioning Regulations 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 administration plan and the decisions of the GMS.

**Art.10.** The provisional administrator, together with the other administrators, has the obligation to convene the general meeting of shareholders to approve any transaction if he/she has, individually or in a set of concluded transactions, a value greater than 10% of the net asset value of the Company or greater than 10% of the turnover of the Company according to the latest audited financial statements, with the administrators or directors, with the employees, with the shareholders who have control over the Company or with a company controlled by them, as well as with the spouse, relatives or in-laws up to the 4<sup>th</sup> degree inclusive of the aforementioned persons.

**Art.11.** The provisional administrator, together with the other administrators, has an

obligation to inform the shareholders, at the first general meeting of shareholders following the conclusion of the legal act, of any transaction concluded by the Company with:

- a) the persons referred to in Art.10, if the transaction value is below 10% of the net assets of the Company or less than 10% from the turnover of the Company according to the last audited financial statements;
- b) another company or with the public guardianship authority, if the transaction has a value, individually or in a series of transactions, of at least the equivalent in lei of 100,000 euros.

**Art.12.** The provisional administrator, together with the other administrators, has the obligation to submit to the general meeting of shareholders, within the framework of the semi-annual and annual reports, in a special chapter, the legal acts concluded under the conditions of art. 11 and art. 12, specifying the following elements: the parties who concluded the legal act, the date of conclusion and the nature of the act, the disclosure of its scope, the total value of the legal act, the reciprocal claims, the guarantees established, the terms and methods of payment and any other essential and significant information related to the respective legal acts, as well as any information necessary to determine the effects of the respective legal acts on the financial situation of the *Company*.

## ***VII. The rights of the provisional administrator***

**Art.13.** The provisional administrator shall benefit from a fixed monthly gross allowance for the execution of the mandate entrusted in the amount of..... lei, an amount established and calculated in accordance with CONPET S.A. OGMS Resolution no. 4 of 18.08.2023.

**Art.14.** The payment of the remuneration shall be made once a month, respectively on the 26<sup>th</sup> of the current month, regardless of the number of days in the month for which the payment is made.

**Art.15.** The company obliges the provisional administrator to:

- a) settle the expenses related to the execution of the mandate based on supporting documents, in the same amount corresponding to the Director General position, as well as, but not limited to these: accommodation, lunch, transportation and any other type of expenses related to the execution of the mandate and regardless of whether they were caused by travel in the country or abroad;
- b) the provision of equipment for logistical support (telephone, tablet, laptop, car) necessary in order to more efficiently fulfill his duties and obligations in a proper 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 shall benefit from a "Directors & Officers Liability" type insurance policy. The Company shall bear and pay the initial cost of this insurance.

**Art.17.** The Managing Director may benefit, together with the other directors, under the conditions of the law, from specialist assistance for substantiating and motivating the decisions taken within the Board of Directors, as well as from legal assistance in the event of the formulation of an action in claims by a third party and directed against the Director in connection with the performance of his duties in accordance with this Mandate Agreement, the Articles of Incorporation, the Rules on the Organization and Functioning of the Board of Directors or the Legal Framework

### ***VIII. Rights of the Company***

**Art.18.** The *Company* has the right to require the Administrator to exercise his mandate in the exclusive interest of the Company and to hold him accountable for the manner in which he exercises it.

### ***IX. Liabilities of the Company***

**Art.19.** The Company undertakes to pay all financial rights due to the provisional administrator provided for in this Mandate Contract, including withholding at source and pay on time the income tax and all other mandatory contributions, taxes or other duties, that fall within the responsibility of the administrator, in the name and on his behalf.

**Art.20.** The Company undertakes to ensure the provisional administrator full freedom in order to fulfill the mandate/duties/obligations, regarding the limits provided for by the Articles of Incorporation, this Mandate Contract and the applicable Legal Framework, as provided for in art. 3, art. 4, art.7 and art. 8 of the Mandate Contract.

### ***X. Liability of the Parties***

**Art. 21.** Failure to perform and/or improper performance of the obligations assumed by any of the signatory parties to this contract of mandate shall entail the civil and contractual liability of the party at fault, under the law.

**Art. 22.** The party that has determined the termination of this Mandate Contract under the conditions of art. 21, is liable to the other party by covering all damage that was caused by the termination of the Mandate Contract.

**Art. 23.** The provisional Administrator shall be liable for any damage suffered by the *Company* as a result of his culpable non-compliance with the attributions and obligations provided by this Contract of Mandate, the Articles of Incorporation, the Rules on the Organization and Functioning of the BoD, the resolutions of the GMS or the Legal Framework, in accordance with the applicable legal provisions, as well as for the failure to fulfill the administration plan in order to reach the objectives included herein and the financial and non-financial performance indicators.



**Art.24.** The provisional administrator shall not breach the obligation of prudence and diligence and shall not be liable if, at the time of making a business decision, he is reasonably entitled to consider that he is acting in the best interests of the Company and on the basis of adequate information, and if a fortuitous event, as defined in Art. 2 letter (j), does not occur.

**Art. 25.** The *Company* shall be liable for the failure to comply with the obligations assumed under this Mandate Contract and shall cover the damage that was thus caused.

#### ***XI. Loyalty. Confidentiality. Non-compete***

During the term of this Contract, the Provisional Administrator is bound to:

**Art.26.** exercise his mandate with the loyalty, prudence and diligence of a good administrator, acting at all times in the best interests of the Company and with the standards of diligence expected of a professional who offers services related to a non-executive function within the Board of Directors of the companies with a scope of business identical or similar to that of the Company; The Administrator does not breach the obligation provided for above if, at the time of making a business decision, he is reasonably entitled to consider (i) that he is acting in the best interests of the Company and (ii) that he has made the decision on the basis of adequate information.

**Art. 27.a)** keep confidentiality of the Company's information and business secrets he had access to based on the documents presented to the Board of Directors, except for cases where such use is required by law or necessary in relation to the public authorities and/or the participation of the provisional administrator in any litigation concerning the Company's activity;

b) to use all information regarding the Company, except for information that is publicly available (without being the result of an unauthorized act, omission or similar action on the part of the Provisional Administrator), acquired by the Provisional Administrator during his appointment, which is confidential and will be used by him only for the purpose of fulfilling the duties related to his function as non-executive provisional administrator. The Provisional Administrator will not use this information for his own benefit, either directly or indirectly, or for the benefit of third parties. The Administrator will not disclose this information to any other person, except in the case that he is required to do so in accordance with the Legal Framework and the present Mandate Contract. This obligation is valid for the duration of this Mandate Contract and after its termination for a period of 5 (five) years;

c) not to use for personal gain and not to disclose to any unauthorized person any information of a confidential or secret nature related to the Company's activity. In this regard, the Provisional Administrator undertakes to comply with the confidentiality rules provided for in Annex I to this Contract;

d) to conduct his/her activity in such a way as to protect the image of the Company; not to publicly communicate or present, even confidentially, information, other than that which has become public in any other way, concerning the *Company* or its activity, of a nature to disorient and/or mislead public opinion, current clients, persons involved in the Company's activity and which would create a situation unfavorable to the company.

**Art. 28.** a) to avoid conflicts of interest in relation to the Company, to inform the Board of Directors immediately when such a situation occurs and to refrain from participating in deliberations and making any decisions; the same obligation applies if the interested person is the spouse or a relative up to the 4<sup>th</sup> degree inclusive of the Provisional Administrator;

b) not to use for commercial purposes for himself or for another, the results of experiments carried out by the Company alone or in partnership with entities that are involved in the activity and valorization of the purpose of the Company or other information with the status of a service in connection with them (know-how or similar);

c) not to use the name of the *Company* for one's own benefit or for the benefit of another person;

d) not to request or accept a business directly or indirectly related to products competing with those of the *Company* from any of its customers or wherever they may be located.

**Art.29.** a) during the exercise of the mandate within the Company, he shall not: (i) acquire shares that allow the exercise of control in a company that carries out the same activity or a similar activity to that of the Company or that has regular commercial relations with the Company or (ii) act as administrator, director, member of the board of directors, auditor, employee, agent or representative of a company that is a competitor of the Company or (iii) shall not perform in any way, in his own interest or in the interest of another company that has the same object of activity or a similar object of activity to that of the Company, services similar to those performed for the benefit of the *Company*;

b) during the exercise of his mandate within the *Company*, the provisional administrator undertakes not to take part in acts of unfair competition, either directly or indirectly, in his own name or for the benefit of another, including but not limited to determining or attempting to determine that any employee, consultant, supplier, buyer or independent contractor of the Company terminates his relationship with the Company;

## ***XII. Force Majeure***

**Art.30.** The Parties are exempted from liability in the event of force majeure, as defined in Art.2 letter h) of this Mandate Contract.

**Art. 31.** In the event of force majeure, the Parties shall make joint efforts to reduce any damage that may result from the occurrence of such a cause.

**Art. 32.** The Parties also undertake to notify each other, in writing, within a period of no more than 5 (five) days from the occurrence of any force majeure cause and, in general, to inform each other in due time about any impediments of a nature that may lead to difficulties in achieving the object of the present Mandate Contract.

### ***XIII. Amendment of the Mandate Contract***

**Art. 33.** This Mandate Agreement may be modified only by the written agreement of the signatory parties, expressed in an addendum.

**Art. 34.** This Mandate Contract shall be adapted according to the legal regulations that have come into force subsequent to its conclusion and that are applicable to it.

### ***XIV. Termination of the Mandate Contract***

**Art.35.** This Contract shall terminate in the following situations:

- 35.1. expiry of the term for which it was concluded;
- 35.2. the immediate recall of the provisional administrator by the general meeting of the *Company's* shareholders for culpable and unjustified failure to fulfill the obligations provided for in the Mandate Contract or under the terms of the law;
- 35.4. the death of the provisional administrator;
- 35.5. the insolvency or bankruptcy of the Company;
- 35.6. the agreement of the signatories;
- 35.7. the termination of the provisional administrator's mandate, for reasons not attributable to him, in which case he must send the Company a 30-day prior notice;
- 35.8. the occurrence of a legal impediment, as defined in art.2 letter f) of this Contract;
- 35.9. if, following the evaluation carried out by AMEPIP, this one does not grant a favorable opinion to the occupation of the position of member of the Board of Directors of the company.

**Art.36.** The mandate of the provisional administrator may also be invoked in the event of the existence of a final court decision of criminal conviction regarding (i) the commission of an offense against property through breach of trust, an offense of corruption, embezzlement, an offense of forgery in documents, tax evasion, an offense provided for by Law no. 656/2002 for the prevention and sanctioning of money laundering, as well as for the establishment of measures to prevent and combat the financing of terrorism, republished, (ii) the commission of an offense provided for by the Companies Law of 31 December 1990, published with subsequent amendments and supplements or (iii) in the case of the existence of a final criminal judgment regarding the commission of an intentional offense, in accordance with the criminal law. In these cases, the revocation of the mandate by the general meeting of the directors of the Company shall be considered a revocation without just cause.

**Art. 37.** The engagement of the provisional administrator in committing any of the facts or actions provided at Chapter XI of this Contract grants the general meeting of shareholders of the Company the right to terminate this Agreement due to the fault of the Administrator, as well as the right to oblige the Administrator to cease or actually eliminate the action or its consequences, to return the illegally obtained confidential documents from their legitimate owner and, where appropriate, to pay compensation for the damages caused to the Company, in accordance with the legislation in force.

## ***XV. Litigations***

**Art. 38.** Any dispute arising between the Parties regarding the conclusion, execution, modification, termination or interpretation of the clauses of this Mandate Contract (which cannot be resolved amicably) shall be submitted for resolution to the competent courts in Romania.

## ***XVI. Confidentiality liability between the Parties***

**Art. 39.** The Parties undertake to keep confidentiality, in accordance with the applicable legal and statutory provisions, of all data, information and documents received from the other Party in the execution of this Mandate Contract.

**Art. 40.** The Parties may disclose information or documents relating to the deployment of this Mandate Contract only to the persons involved in the execution of this Mandate Contract, who, at their turn, shall be bound by the obligation not to use it for any purpose other than that related to the execution of the contract, an obligation brought to the knowledge of the latter by the party signing this Mandate Contract.

**Art. 41.** The disclosure of information shall not be considered an obligation to maintain confidentiality in one of the following cases:

- 41.1. if the information was known to the party before obtaining it from the other party and can prove this;
- 41.2. if the disclosure of the information was made after the written consent of the other party;
- 41.3. if the information was known at the date of its disclosure;
- 41.4. if the party disclosed the information in order to comply with legal provisions or court orders.

## ***XVII. Final Provisions***

**Art.42.** The provisional administrator confirms that he meets all the requirements provided for by the Legal Framework and the Articles of incorporation to be appointed as a provisional non-executive administrator of the Company, that he is not in any situation/function provided for by Art. 30 and in any of the situations of incompatibility provided for by GEO no. 109/2011 and by Law no. 31/1990 or competition 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 not expressly provided for in this Mandate Contract, it will be supplemented by the provisions of the Civil Code, of the Executive Order no. 109/2011, Law no. 187/2023 for amending and supplementing the Government Emergency Ordinance no. 109/2011 regarding the corporate governance of public enterprises, Government Decree 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 Provisional Administrator agrees to the processing of his personal data obtained by the *Company* from him (for example data concerning identity, domicile, professional activity, personal numerical code, etc.) for the purpose of or in connection with the execution of this Mandate Contract.

**Art. 45.** The Provisional Administrator is not an employee, and this Mandate Contract is not an employment contract.

**Art. 46.** This Mandate Contract constitutes the entire agreement of the Parties and supersedes any prior agreements, either written or oral, between the Parties relating to the subject matter of this Mandate Contract.

**Art.47.** If certain clauses of this Mandate Agreement cease to have legal effects, the validity of the remaining provisions of this Mandate Agreement shall not be affected. In such cases, the Parties agree to renegotiate in good faith any clause that has ceased to have legal effects, adding the clause thus negotiated to this Mandate Agreement.

**Art.48.** All notifications and all correspondence between the Parties under this Mandate Agreement shall be made in writing and sent by facsimile, e-mail, registered letter or courier to the address indicated in Article 1 of this Mandate Agreement. Depending on the situation, the Parties will choose in good faith and in a reasonable manner the most appropriate means of notification from those provided for in the first sentence of this article, so that the notification achieves its purpose and contributes to the fulfillment of the contractual obligations that fall within the Parties' responsibility.

**Art. 49.** If, at any time during this Mandate Contract, one of the Parties does not expressly insist on imposing a certain provision of this Mandate Contract, this shall not be construed as a waiver by the respective Party of such provision or of the right to enforce such provisions.

In witness thereof we have concluded today, 29.04.2025, in Ploiești, in 2 (two) original copies, this Mandate Contract, the Parties declaring, at the same time, that they have accepted, on the occasion of signing this Contract, one copy each.

**The company CONPET S.A.**

**Mister/Miss**

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

## CONFIDENTIALITY RULES

### 1. Definitions

The term “**Confidential information**” signifies and includes any information not made public on the economic activity of the *Company*, according to the (i) law, (ii) the resolutions 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, the confidential information includes:

- a) the contractual terms and any information concerning business partners, customers, agencies, 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 information regarding products and services, advertising and marketing, as well as by already existing or potential customers, suppliers and/or business partners;
- 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 the possibility of using any database, particularly 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 the 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 regarding 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 to 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 their 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 their 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 during their 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 during their 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 Item 5 is also subsumed to the sphere of Confidential Information as defined in Item 1 of this Annex, and the Administrator undertakes to use and keep all information which will be disclosed under Item 5 in the same way as Confidential Information, while respecting the provisions of Item 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 is an integral part of the Mandate Contract, shall remain applicable even after the termination of this Mandate Contract and shall remain in effect for a period of five (5) years.



## **Annex 2 to the Mandate contract**

### **NON-COMPETE OBLIGATIONS**

#### **1. Non-compete**

During their 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 their relationship with the *Company*;
- b) use, retain as a consultant or contractor, or determine the hiring or keeping 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-compete 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.

## **INTEGRITY CRITERIA**

Considering the following:

The members of the Board of Directors are required to declare any personal interests which may come in conflict with the objective exercise of the duties they perform in the fulfillment of their mandate;

The members of the Board of Directors are 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 priorities and imperative;

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

Integrity behavior is that conduct that is appreciated or evaluated from an ethical standpoint as being correct. Integrity, as an individual value, refers to this ethical correctness, which cannot be separated from 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. Is a competent and honest person, 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 solely in the interest of the company (decisions are not made to obtain financial benefits or other material advantages for themselves, family members, or close associates)
4. Does not have business or contracts with the company where they perform the role as a board member, or with any partner company;
5. Ensures compliance with the principle of transparency regarding their decisions and actions;
6. Has the duty to declare any particular interests related to fulfilling the responsibilities specific to the mandate and to take action to resolve any conflicts of interest that may arise, in order to protect the company's interest;
7. Is responsible for their decisions and actions towards the shareholders and is subject to any performance evaluation related to the fulfillment of the mandate;
8. Must not incur financial or other obligations towards organizations or natural or legal persons that could influence the way they fulfill their duties specific to the mandate received from the shareholders;
9. Must not have outstanding unpaid taxes to the state budget as an individual;
10. Must not have any criminal proceedings initiated against them, nor have been sent to trial or convicted for corruption offenses or acts related to breach of prohibitions, incompatibilities, conflicts of interest, asset declaration, embezzlement, tax evasion, or any other acts provided by criminal law related to the exercise of administrative duties;

11. No definitive decision by the National Integrity Agency has been issued against them for violations of legal obligations regarding unjustified assets, conflicts of interest, or incompatibility regime;
12. Must not have been judicially established as a collaborator or employee of the “Securitate”/political police or promote extremist ideas or actions (racism, xenophobia, anti-Semitism);
13. Must not have obtained academic titles or diplomas through proven plagiarism or intellectual theft by definitive court decisions;
14. Must not be under judicial control for any crime, nor in preventive or home arrest;
15. Must not have exhibited humiliating, aggressive, or inappropriate behavior towards colleagues;
16. Must actively engage in promoting the company’s integrity and serve as a personal example of integrity, adequately sanctioning or managing violations of rules, from minor to serious offenses.