

**SERVICES CONTRACT**  
no. S-CA \_\_\_\_\_ dated \_\_\_\_\_

1. Pursuant to the Internal Procedural Procurement Norms of the Company CONPET SA Ploiești (revision 5), this service contract has been concluded,

By

**THE CONTRACTING PARTIES**

**CONPET SA**, with registered offices in Ploiești, 1-3 Anul 1848 Street, Prahova county, telephone 0244/401330, fax 0244/516451, 402386, e-mail: [conpet@conpet.ro](mailto:conpet@conpet.ro), registered at the Trade Register attached to the Prahova Court, under the no. J29/6/1991, fiscal code RO 1350020, subscribed and paid-up share capital: 28,569,842.4 RON, IBAN code RO38RNCB0205044865700001, opened at Banca Comercială Română – Ploiești branch, legally represented by Eng. Dorin Tudora – Director General, as **LESEE**;

and

\_\_\_\_\_, with registered offices in \_\_\_\_\_, \_\_\_\_\_ Street, no. \_\_\_,  
\_\_\_\_\_ county, telephone/fax \_\_\_\_\_, e-mail \_\_\_\_\_, fiscal code RO  
\_\_\_\_\_, registered at the Trade Register under the no. J\_\_\_\_/\_\_\_\_/\_\_\_\_, IBAN code  
\_\_\_\_\_ opened at \_\_\_\_\_, represented by \_\_\_\_\_ -  
\_\_\_\_\_, as **LESSOR**,

**2. SCOPE OF CONTRACT**

2.1. The scope of the contract is the provision of **lease services for a number of 15 tank cars suitable and licensed for transporting gaseous hydrocarbons in liquefied mixture, NSA (Mixture C)**, for the agreed upon period, in accordance with the requirements of the Tender Book (Annex No. 1), with the obligations undertaken by this contract and with the legislation in force in the field.

**3. CONTRACT PRICE**

3.1. The agreed-upon price for the fulfillment of the scope of the contract in its entirety, payable to the Lessor by the Lessee, as per Annex no. 3 - The financial proposal, is \_\_\_\_\_ EUR, VAT not included. The unit price of \_\_\_\_\_ EUR/tank car/day is fixed throughout the duration of the contract.

3.2. (1) The consideration for the lease services will be paid in monthly installments. The lease services price also contains the expenses related to overhauls/repairs and accidental defects that are the responsibility of the Lessor.

(2) For the period of disuse of the tank car ranging between the date of signing the handover – takeover official report of the tank car for planned overhauls/repairs or accidental repairs at the Lessor's expense and the date of the handover – takeover official report after the repairs have been made or until the replacement of the defective tank car, the Lessee will not owe rent for that tank car.

3.3. The price of accidental repairs provided for in Art. 8.5. which fall under the responsibility of the Lessee as well as the price of the operations conducted in order to return the tank cars, upon expiry of the contractual period, as provided for in the provisions of Art. 8.11, is \_\_\_\_\_ EUR, VAT not included, the consideration for the services to be paid in installments, for each individual intervention, based on supporting documents.

3.4. If the Lessee will not spend the entire amount estimated in Art. 3.2 and 3.3, the Lessor will not be able to issue claims for the unspent amount.

**4. TERMS OF CONTRACT**

4.1. The duration of this contract is 24 months starting on the execution date of the handover – takeover official report of the tank cars, signed by the representatives of both contracting parties.

4.2. The contract enters into force on the date it is signed by both contracting parties.

**4.3. The Lessor commits to:**

(1) make available the leased tank cars no later than 01.03.2024. The tank cars are handed over to the Lessee based on a handover – takeover official report, signed by the representatives of both contracting companies under the provisions stipulated in the Tender Book (Annex no. 1). The handover – takeover of the tank cars from the Lessor to the Lessee to make them available as well as to return the tank cars at the end

of the contractual period will be done, on the territory of Romania, in the \_\_\_\_\_ Railway Station.

(2) replace, at the Lessee's request, the leased tank cars taken out of circulation throughout the duration of the contract as a result of overhauls/repairs, within 5 days of the request.

(3) receive the tank cars sent by the Lessee, upon expiry of the contractual period, within two working days from their arrival at the handover – takeover location.

**4.4.** Upon completion of the terms stipulated in Art. 4.3 the Lessor is legally in default.

## **5. DEFINITIONS**

**5.1.** In this contract the following terms will be construed as follows:

- a. Lessee and Lessor – the contracting parties, as stipulated by this contract;
- b. the contract price – the price payable to the Lessor by the Lessee, based on the contract, for the entire and proper accomplishment of all their obligations undertaken under the contract;
- c. tank car lease services – activities whose provision is subject to the contract;
- d. standards – the standards, technical or similar regulations provided in the Tender Book and in the Technical Proposal;
- e. force majeure – an event beyond the control of the parties, which is not a consequence of their mistake or fault, which could not be foreseen at the time of the conclusion of the contract;
- f. hour, day, month, year - the terms of this contract are calculated according to Art. 2551-2556 of the Civil Code.

g) The general contract for the use of the tank cars (**GCU**) – the multilateral contractual framework is based on the CUV (appendix D to COTIF) for the use of tank cars, supplementing it; the contract contains all the relevant mutual rights and obligations of railway undertakings and tank car holders in relation to the use of the tank cars and relieves the contracting parties of the need to negotiate numerous bilateral agreements, thereby ensuring the interoperability of tank cars in a liberalized European rail market; it can be supplemented in a flexible manner by other contractual commitments if necessary; the contract does not contain commercial terms.

## **6. CONTRACT ANNEXES**

**6.1.** The annexes of this contract are:

- a) Term Book – Annex no. 1
- b) Technical Proposal – Annex no. 2;
- c) Financial Proposal – Annex no. 3;
- d) Convention on Health and Safety in the Workplace - Emergency Situations - Environmental Protection - Energy Management - Annex no. 4;
- e) Partnership Contract, if applicable – Annex no. 5;
- f) Addendums, if applicable;
- g) Other contract annexes.

**6.2.** The annexes are an integral part of the contract.

## **7. CONFIDENTIALITY**

**7.1.** (1) A contracting party has no right, without the written consent of the other party:

- a. to disclose the contract or any provision thereof to a third party, apart from those people involved in the performance of the contract;
- b. to use the information and documents obtained or to which they have access during the performance of the contract, for a purpose other than that of fulfilling their contractual obligations.

(2) The disclosure of any information to the people involved in the fulfillment of the contract shall be confidential and shall extend only to the information necessary for the fulfillment of the contract.

**7.2.** A contracting party shall be exempt from liability for disclosure of information relating to the contract if:

- a) the information was disclosed after obtaining the written consent of the other contracting party for such disclosure; or
- b) the contracting party was legally compelled to disclose the information.

## **8. OBLIGATIONS OF THE PARTIES**

**8.1.** The Lessor has the obligation to make available to the Lessee the tank cars requested by the Term Book (Annex no. 1), specified in the Technical Proposal (Annex no. 2), suitable from a technical standpoint, ready for use, within the terms provided for in Art. 4.3.

**8.2.** If one or more tank cars must be decommissioned or can no longer be used for the scope envisaged on the conclusion of the lease contract, the Lessor is bound to provide the Lessee another appropriate tank car, upon the Lessee's request, within the term provided for in Art. 4.3.(2).

**8.3.(1)** The Lessor is fully responsible for any damages incurred due to pre-existing defects of the tank cars, which could not be detected upon the takeover by the Lessee;

**(2)** The Lessor is responsible for remedying accidental defects that occurred during the operation of the tank cars, due to their fault;

**8.4.(1)** The Lessee will use the tank cars only for the transport of the goods for which they have been leased and is fully liable for their improper use;

- a. the tank cars will be at the Lessee's exclusive disposal throughout the duration of the contract;
- b. the tank cars leased and subject to this contract can be used in international traffic.

**8.5.** The Lessee will bear the expenses related to the preparation in view of performing the overhauls (cleaning, washing, degassing, etc.) and the execution of accidental repairs which are their responsibility. These repairs shall be carried out by a licensed company, at the Lessee's expense.

**8.6.** The Lessee commits to return the tank cars to the handover – takeover site established by the parties, in a good condition, clean and with no missing component parts and to deliver them to the Lessor based on the handover – takeover official report;

**8.7.** If throughout the duration of the contract a tank car breaks down or a periodic overhaul is required, the following will be done:

- a) if the defect falls under the responsibility of the Lessor or a periodic overhaul must be conducted, the respective tank car will be replaced, upon the Lessee's request, with another functional tank car. For the period of disuse established according to Art. 11.(5) or until replacement, the Lessee will not pay rent for the respective tank car;
- b) if the defect falls under the Lessee's responsibility, the tank car will be repaired at their own expense, without being exempted from the rent payment during the immobilization period;

**8.8.** If a defect occurs throughout the duration of the contract, which the parties do not want to undertake, the parties will set up a joint committee that will analyze the situation and decide which party is responsible for causing the defect and which will be required to bear the costs the repair.

**8.9.** The Lessor will bear the expenses related to:

- the transport to the handover – takeover site, in order to make the tank cars available;
- the transport from the handover – takeover site, after the tank cars have been returned by the Lessee;

- the transport to and from repair workshops for accidental defects that are their responsibility, or for conducting recurrent overhauls;

- the preparation of the conducting (cleaning, washing, degassing, etc.) and conducting accidental repairs falling under their responsibility and recurrent overhauls during the duration of the contract;

**8.10.** The Lessee shall bear the expenses related to:

- the transport from the handover - takeover site, after the tank cars have been received by the Lessor;
- the transport to the handover – takeover site, in view of returning the tank cars to the Lessor;
- all costs related to the normal operation of the tank cars throughout the duration of the contract (transport for loading/unloading, shunting, parking etc.);
- the transport to and from workshops for accidental defects that are their responsibility, as well as for their performance.

**8.11.** The Lessee will bear the expenses related to the operations performed in view of returning the tank cars, at the end of the contractual period (cleaning, conducting repairs that fall under their purview).

**8.12.** If the Lessor resides in another state, they are obliged to present, at the beginning of each contractual year, in original and in a legalized translation in Romanian, a Tax Residence Certificate, issued by the tax authorities of the resident state, showing that they are a resident of the respective state in the year of obtaining the income and that the provisions regarding the avoidance of double taxation concluded between the Romanian state and the state of residence of the entrepreneur are applicable to them. The Tax Residence Certificate will be presented to the Lessee (as income payer) at the conclusion of the contract. The Tax Residence Certificate will be issued for the year in which the Lessor collects the income related to the collected leases. If the Tax Residence Certificate is not submitted by this deadline, the provisions of Title VI of Law no. 227/2015 on the Fiscal Code, namely the withholding of due tax through stoppage-at-source become applicable.

**8.13.** The Lessee commits to paying the price of the services when due.

## **9. OPERATION RULES**

**9.1.** The Lessee is bound to comply with all the legal, administrative, and technical regulations applicable to the tank car user, as well as the specifications supplied by the Lessor for the tank car operation.

**9.2.** (1) No alterations of the tank cars, their markings or inscriptions is allowed, without the written consent of the Lessor, except in the case where these alterations were expressly ordered by a competent authority. In the event of such legal dispositions of the competent authorities, the Lessor will be immediately notified.

(2) If the Lessee does not notify the Lessor of incompleteness in the markings and inscriptions of the tank cars, they will be liable to the Lessor and third parties for all the consequences and costs generated by their lack of notification.

(3) If the Lessor allows the personalized inscription of the tank car by the Lessee, the Lessee shall bear the inscription costs and the related maintenance. Upon termination of the contract, the tank car will be returned to its original condition. The removal costs of the Lessee's markings and bringing the tank cars back to their original state will be borne by the Lessee.

## **10. OPERATION OF LEASED TANK CARS**

(1) The Lessor is either himself a signatory of the "General Contract for the Use of Tank Cars" (GCU) and holder of the tank car as defined by the GCU or represents the holder in relation to the Lessee.

(2) The Lessee is obliged to use the tank car exclusively for transport by the railway companies which have signed an agreement with the holder thereof for the GCU application. If, contrary to this provision, the Lessee uses a railway company that does not meet these requirements, they shall indemnify the Lessor for any economic disadvantage/damage suffered because of this, as if the tank car had been used by a railway company signatory to the GCU.

(3) The Lessee is considered a third party authorized by the holder in respect to the following contractual provisions, in accordance with the GCU:

a) The right to use or provision of the tank car for loaded and empty transports, as well as the application of provisions concerning the railway tank cars transports, whether empty or loaded.

b) The Lessee shall provide information on the actual mileage of the tank car, in accordance with Article 15.2 of the GCU. The Lessee shall inform the railway company using the tank car that, in all other cases, notifications, in accordance with the GCU, will be addressed directly to the tank car owner. Notwithstanding this, the Lessee shall transmit, without delay, all notifications and information that it receives from the railway company using the tank car relevant for the holder, to the Lessor. The Lessee shall ensure, in any case, that the Lessor receives the information about the actual mileage of the tank car.

(4) Under no circumstances is the Lessee allowed to reach an agreement with the railway company using the tank car, on any deviations from the GCU content, without the prior approval of the Lessor.

(5) In relation to the Lessor, the Lessee will be responsible for the railway company using the tank car in compliance with the GCU, with the contractual terms of the railway company using the tank car and will indemnify the Lessor for any disadvantage resulting from its non-compliance. If necessary, the Lessee will introduce additional contractual clauses with the railway company using the tank car, to ensure compliance with the GCU.

(6) The Lessor may request information on the railway company that used the tank car, at any time. They are entitled to prohibit the operation of the tank car by specific railway companies, regardless of whether they are signatories of the GCU or not.

## **11. MAINTENANCE OF LEASED TANK CARS**

(1) The Lessor is either himself the Entity Responsible for Maintenance (ERM)/ Entity Responsible with Servicing (ERS) of the tank car or represents the ERM/ERS to the Lessee. The Lessee is obliged to take all maintenance measures deemed necessary by the ERM/ERS and must cooperate in their implementation as much as deemed necessary. The Lessee shall make available the tank car to the Lessor in due time for mandatory recurrent inspections and for all other necessary controls, in a state of operational safety and under controllable conditions, the tank car being completely emptied and cleaned inside and out as needed, at the destination indicated by the Lessor. If the Lessor sets other dates for the mandatory recurrent inspections than those indicated on the tank car, these other dates are mandatory for the Lessee.

(2) The Lessor will bear the costs for the normal maintenance of the tank car, as well as for the mandatory periodic inspections or those inspections that are carried out depending on the mileage or any other inspections according to legal requirements, to the orders of the competent authorities or those necessary for operational safety.

(4) The workshops where repairs, maintenance and inspections will be carried out are determined by the Lessor or, in the case of GCU application, by the railway company using the wagon.

(5) The handover - takeover of the tank cars in order to conduct the scheduled overhauls/repairs or the accidental repairs to be carried out by the Lessor, will be performed at a mutually agreed upon site.

Upon completion of the unloading operations, the Lessee will notify the Lessor by e-mail that the tank car is available for repairs.

The Lessor will take steps to guide the empty wagon to the desired destination. When the handover – takeover takes place, a handover – takeover official report will be drawn up.

The lease for the tank cars handed over for planned overhauls/repairs or accidental repairs will be due by the Lessee until the date of notification specified in the official report.

(6) The Lessee will also take over the wagons after the repairs have been made at a mutually agreed upon site. When the handover – takeover takes place, a handover – takeover official report will be drawn up.

The lease for the overhauled/repaired tank cars will be due by the Lessee starting on the date of the handover – takeover official report.

## **12 OBLIGATIONS UPON EXPIRY OF THE LEASE CONTRACT PERIOD, TANK CAR DECOMMISSIONING**

(1) The Lessee will return the tank car to the handover – takeover site established by Art. 4.3. (1), in proper condition after it being cleaned inside and out. The Lessee shall provide written information regarding the goods carried in the tank car, upon the Lessor's request.

(2) In the case of a late handover of the tank car at the end of the contractual period, the Lessee is required to pay rent until the arrival of each tank car at the established handover – takeover site. In this case, the tank cars will be handed over by the Lessee as they arrive at the handover – takeover site.

If, at the request of the Lessor, the tank cars are handed over to a third party and not to the Lessor or if the tank cars are made available by the Lesser to a third party, the obligation to pay rent ends on the date of the handover or one day before making the tank cars available.

(3) The handover – takeover of the tank cars between the Lessee and the Lessor upon expiry of the contract will be done within the terms established in Art. 4.3. (3). The Lessor will not unreasonably delay the takeover of the tank cars and draw up the handover – takeover official reports. In case of delay, the Lessor is fully responsible for possible shortages, incompleteness or damages incurred to the tank cars, and the Lessee will not pay the lease beyond the term established in Art. 4.3. (3).

(4) In the case of grievances/complaints after the handover of the tank cars, the Lessor must request the Lessee to participate in a joint damage assessment within 3 months of delivery. If the Lessee does not comply with this request within 2 weeks of the notification, the findings of the Lessor or their representative are opposable to the Lessee.

## **13. PAYMENT METHODS. BILLING**

**13.1.** (1) The Lessor will issue the invoice within the first 15 days of the month based on the supporting documents showing the number of leased tank cars and the period of use. The registration date with the Purchaser will be considered the date of receipt of the invoice through the RO e-Factura national electronic invoice system. By way of exception until the date when the exclusive use of the national electronic invoice system RO e-Factura becomes mandatory, according to the legislative regulations, the invoices will also be sent to the e-mail address [financialor.facturi@conpet.ro](mailto:financialor.facturi@conpet.ro).

(2) The Lessee will make the payment via payment order in EUR, (*if the invoice is issued in EUR*), within a maximum of 30 days from the date of receipt of the invoice through the national electronic invoice system RO e-Factura. By way of exception, until the date on which the exclusive use of the national electronic invoice system becomes mandatory, i.e. until 01.07.2024, the term for payment of invoices is a maximum of 30 days from the date of their receipt at the e-mail address [financial.facturi@conpet.ro](mailto:financial.facturi@conpet.ro).

or

(2) The Lessee will make the payment via payment order in RON, at the BNR (*National Bank of Romania* ro.) exchange rate at the date of the invoice (if the invoice is issued in RON), within a maximum of 30 days from the date of receipt of the invoice through the national electronic invoice system RO e-Factura. By way of exception, until the date on which the exclusive use of the national electronic invoice system becomes mandatory, i.e. until 01.07.2024, the term for payment of invoices is a maximum of 30 days from the date of their receipt at the e-mail address [financial.facturi@conpet.ro](mailto:financial.facturi@conpet.ro).

(3) Any change that occurs during the billing period will be effective starting with the next invoice.

**13.2.** The lease price will be due by the Lessee starting with the day when the tank cars are made available to the Lessee by the Lessor at the handover – takeover site, based on the handover – takeover

official report, up until the day they are returned to the Lessor by the Lessee based on the handover – takeover official report, as per Art. 3.2.(2) and 8.7. of the contract.

**13.3.** The payment of accidental repairs, provided for in Art. 3.3, 8.5 and 8.11. falling under the responsibility of the Lessee will be carried out based on the technical findings process of the defects and the official handover – takeover report, signed by the Repairer, the representatives of the Lessor and the Lessee and the estimate accepted by CONPET.

#### **14. PENALTIES**

**14.1. (1)** If the Lessor fails to fulfill their contractual obligations within the deadlines set by the contract, they must pay the Lessee, as penalties, an amount equal to 0.1% per day of delay calculated in relation to the value of the non-rendered or improperly rendered service, starting with the first day of delay up until the effective fulfillment of the obligations, without having to send a prior notification of letter or formal notice.

**(2)** The calculated penalties will be notified to the Lessor specifying the obligations that were breached and the periods of delay. The Lessor is required to pay, within 5 (five) days of receiving the notification, the amount calculated as penalties.

**14.3.** If the Lessee does not pay the invoices within 30 days of the expiry of the payment due date provided in the contract, they are obliged to pay penalties equal to 0.1% per day, for each day of delay, calculated in relation to the unpaid amount starting with the first day after the due date.

**14.4.** The calculated penalties will be notified and invoiced to the Lessee. The Lessee is required to pay the penalty invoice within 5 (five) days from the date of its registration.

#### **15. CONTRACT TERMINATION**

**15.1.(1)** The Lessor has the right to unilaterally terminate the contract in the following cases:

a) The Lessee uses the tank cars in a manner that does not comply with the lease contract or with the legal or technical rules or regulations;

b) The Lessee fails to pay 2 consecutive invoices.

**(2)** In the cases provided for in Art. 15.1.(1) the Lessor will issue a notification specifying the unfulfilled obligations and the term for their execution, without this fact excluding the Lessor's right to charge late fees according to the provisions of Art. 14. Failure to fulfill the obligations provided for in Art. 15.1. (1) within the term granted by the Lessor, gives them the right to unilaterally terminate the contract. The date on which the unilateral termination takes effect is the date on which the written notice of termination is communicated to the Lessee.

**15.2.(1)** The Lessee has the right to unilaterally terminate the contract in the following cases:

a) The Lessor exceeds by more than 5 days the term provided for in Art. 4.3.(1) of the contract;

b) more than 3 tank cars leased to the Lessee are taken out of circulation as a result of conducting overhauls/repairs and the Lessor does not replace them within the term stipulated in Art. 4.3.(2) of the contract;

**(2)** In the cases provided for in Art. 15.2. (1) The Lessee will issue a notification specifying the unfulfilled obligations and the term for their execution, without this fact excluding the Lessee's right to charge late fees according to the provisions of Art. 14. The breach of obligations provided for in Art. 15.2. (1) within the term granted by the Lessee, gives them the right to unilaterally terminate the contract. The date on which the unilateral termination takes effect is the date on which the written notice of termination has been communicated to the Lessor.

**(3)** The unilateral termination provided for any of the situations detailed in Para. 15.2.(1) of the contract shall be sanctioned by compelling the Lessor to pay liquidated damages to the Lessee in the percentage of 20% of the contract price, to which the value of the delay liquidated damages stipulated in Art. 14 is added.

**(4)** The receivables mentioned in Art. 15.2.(3.) of the contract will be notified by the Lessee to the Lessor, specifying in the notification the obligations that were breached, the amount of liquidated damages and the method of calculation.

**(5)** The Lessor has the obligation to pay the notified damages within 30 days from the receipt date of the notification.

**15.3.** The Lessee has the right to unilaterally terminate the lease contract in the event of the occurrence of unforeseen situations that make it impossible to execute the contract (examples: termination of the contract for transporting gaseous hydrocarbons in a liquefied mixture, NSA (Mixture C) or the reduction of the quantities of transported products). Unilateral termination is made with a notice period of a maximum of 45 days.

**15.4.** The contract also terminates upon reaching the deadline, with the consent of the parties, or the declaration of bankruptcy of any of the parties.

## **16. FORCE MAJEURE**

**16.1.** Force majeure protects the party that invokes it from liability within the terms and conditions established by law.

## **17. SURETIES**

**17.1.** The Lessee will not be liable for any kind of liquidated damages, compensations payable by law, regarding or because of an accident or injury to a worker or other person employed by the Lessor, apart from accidents or injuries resulting from the fault of the Lessee, their agents or their employees.

## **18. LITIGATIONS**

**18.1.** The parties have agreed that all disputes regarding the validity of this contract or resulting from its interpretation, execution or termination shall be resolved amicably by their representatives.

**18.2.** If it is not possible to resolve the disputes amicably, the parties will address the competent courts, within the Lessee's jurisdiction.

## **19. COMMUNICATIONS**

**19.1.** (1) Any communication between the parties regarding the performance of this contract must be in writing.

(2) Any written document must be registered both when submitting and when receiving it.

**19.2.** Communication of documents between the parties can be done by post, fax or e-mail, provided acknowledgement of receipt is confirmed.

**19.3.** The document that is subject to communication is considered to have been communicated on the date of its receipt by the party to whom it was intended.

## **20. CESSION**

**20.1.** In this procurement contract only the assignment of claims arising from the contract is allowed, the obligations arising remain the responsibility of the contracting parties as stipulated and initially undertook.

## **21. FINAL CLAUSES**

**21.1.** Amendment of this contract is made only by addendum concluded between the contracting parties.

**21.2.** This contract, along with its annexes which are an integral part of its content, represents the will of the parties and supersedes any other verbal understanding, prior or after its conclusion.

**21.3.** If the parties breach their obligations, the non-execution, by the party suffering any damage, of the right to demand the exact enforcement or by monetary equivalent of the respective obligation does not mean that it has waived this right.

**21.4.** If found, throughout the development of this contract, that there are contradictions between this contract and the Tender Book, on the one hand, and the technical-economic proposal as well as any other documents issued by the Lessor, on the other hand, the provisions of the clauses of this contract and of the Tender Book prevail.

## **22. PROTECTION OF PERSONAL DATA**

**22.1.** The personal data that will be processed under this contract are only those necessary for its proper execution, in compliance with legal requirements.

**22.2.** The parties are aware that the General Data Protection Regulation on the protection of natural persons regarding the processing of personal data and on the free movement of such data and of repealing Directive 95/46/EC applies to any data controller or proxy located in the European Union and to any person who processes personal data of targeted subjects, located in the European Union or who provides services to them.

**22.3.** Conpet SA commits, as a personal data operator, to comply with the legislation on the protection of natural persons regarding the processing of personal data by the competent authorities for the purpose of prevention, discovery, research, criminal prosecution and crime prevention or the execution of punishments, educational and security measures, as well as regarding the free circulation of these data in accordance with Law no. 363/2018 which transposed EU Regulation no. 679/27.04.2016 in the national legislation.

**22.4.** Rights according to Law no. 363/28.12.20:

- the right to be informed - the right to receive information about the processing operations carried out as a data operator;

- the right to access - the right to obtain a confirmation of the fact that personal data is being processed or not, in connection with the fulfillment of the obligations in the contract;
- the right to rectification - the right to request the correction of the collected data if they are inaccurate or incomplete;
- the right to delete data ("the right to be forgotten") - the right to request the deletion of data when they are no longer needed;
- the right to restriction of processing - the right to request the restriction of data processing when there is a legal basis;
- the right to opposition – the right to oppose the processing when there is a legal basis.
- the right to data portability – the right to request data portability from one operator to another within the administrative space of the European Union;
- the right to file a complaint – a complaint can be filed with the National Supervisory Authority for the Processing of Personal Data (ANSPDCP ro.).

**22.5.** The parties state that they have implemented adequate technical and organizational measures to ensure the security and confidentiality of personal data. Personal data will be processed in a way that ensures its adequate security, including protection against unauthorized or illegal processing, and against loss, destruction, or accidental damage, by taking appropriate technical and organizational measures.

**22.6.** The parties can use the personal data of the contracting parties in fulfilling their contractual obligations, within the limits of the contract they concluded, this being the legal basis of the processing. Any additional processing or other purpose is subject to a separate data processing agreement concluded between the parties.

**22.7.** Also, the period of storage of personal data processed by the contract is limited to the period corresponding to the realization of the main object of the contract, complying with the legal obligations in force.

### **23. CONTRACT CONTROLLING LAW**

**23.1.** The contract will be construed under the laws of Romania.

This contract was concluded today, \_\_\_\_\_, in Ploiești, in two copies, one for each contracting party.