

## MANDATE CONTRACT

Concluded today \_\_\_\_\_

### ***I. Preamble***

*Considering:*

- The provisions of GEO no.109/2011 on the corporate governance of public enterprises, approved with amendments and completions, by Law no. 111/2016 (“GEO no.109/2011”);
- The provisions of Law no. 31/1990 on trade companies, republished, with 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;
- The provisions of **Law 24/2017** on the issuers of financial instruments and market operations, subsequent amendments (for the listed companies);
- Government Decision no.722/2016 for the approval of the Methodological Norms for the enforcement of certain provisions of the GEO no. 109/2011 on the corporate governance of the public enterprises(“GD no.722/2016”);
- The Government Decision no. ....on the company’s establishment.....
- The Articles of Incorporation of the Company.....updated;
- The provisions of art. 1913 - 1919, art.1924, as well as art. 2009 et seq. of the Civil Code;
- The Resolution of the Ordinary General Meeting of Shareholders no. ....dated .....on the approval of the contract between the company and the company’s administrators;

and the fact that:

- Pursuant to Resolution no. ....dated....., the Ordinary General Meeting of Shareholders of the company 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 impose to 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;
- it is necessary to be established the rights and obligations of the signatory parties, in the context of a civil legal relationship, associated to the exercising of the capacity of member of the Board of Directors,

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

### ***II. Contracting Parties***

**Art. 1. The Company.....** S.A., trade company administered in a unitary system, with registered offices in....., no....., .....street, .....county, registered at the Trade Register office attached to Prahova Tribunal under no. .... /..... /....., TIN : ....., represented by....., acting as **Principal**, (“*the Company*”),

and

..... Romanian citizen, born on....., in....., domiciled in....., Street.....no....., .....street .....Floor, appt..... district..... no....., identified with identity card series.....no....., personal identification number....., as administrator or **Agent** ("Administrator/Agent").

### **III. Definitions**

**Art. 2.** In this Mandate Contract the terms below shall bear the following significance:

- a. **Articles of Incorporation** - the Articles of Incorporation of the Company..... (hereinafter called also *the Company*), approved by the General Meeting of Shareholders of *the Company*, as it is in force on the date of this Mandate Contract or as it will be amended/supplemented/rephrased, by resolution of the (extraordinary) General Meeting of Shareholders of the *Company*;
- 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, as per (i) the law, (ii) resolutions of the General Meeting of Shareholders, (iii) decisions of the Board of Directors and (iv) internal rules of the Company.  
Confidential information refers mainly, but not limited to that:
  - 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 Administrator - represents the remuneration made of a monthly fix allowance approved by resolution of the ordinary general meeting of shareholders, by the observance of the provisions of Art.153<sup>18</sup> of Law no.31/1990 and of the Art.37 of GEO no.109/2011, of 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** - represents an event which cannot be foreseen by the administrator, nor impeded from happening by the latter; is deemed to the fortuitous event the amendment of the legal framework and of the fiscal code in Romania existing on signing this Contract;
  - k. **Financial and non-financial performance indicators** - the performance indicators negotiated and approved by the general meeting of shareholders, different from the ones approved for the executive administrators, set by Addendum to the Contract of Mandate.

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

**Art. 3.** Through this Mandate Contract, the Administrator is empowered to adopt, together with the other administrators, all the measures necessary 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 Company's Articles of incorporation and those of this Contract of Mandate, within the scope of the Company's business and in compliance with the reserved exclusive powers provided 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 fulfill the scope of this Contract of Mandate, the Administrator will carry out all the necessary papers in order to administer the Company's assets in the company's interest, for the achievement of the business activity and will exercise the duties set in relation therewith by the Articles of Incorporation and this Contract of Mandate.

**Art. 5.** The place where the Administrator shall fulfill the mandate is the *Company's* headquarters, indicated at 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 by the *Company*.

#### ***V. Duration of the Contract of Mandate***

**Art. 6.** The Contract of Mandate shall be concluded for the period starting from \_\_\_\_\_, until \_\_\_\_\_ and may be renewed by decision of the GMS, only after the evaluation of the Administrator's activities and under the conditions of fulfilling in an appropriate manner the duties/obligations assumed hereunder.

#### ***VI. The Obligations of the Administrator***

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

- 7.1. draft, in no more than 30 days from the date of appointment, a proposal for the administration component of the administration plan, in view of achieving the financial and non-financial performance indicators;
- 7.2. approve the administration plan drafted in collaboration with the directors/director general and which shall include the administration component and the management component drafted by the directors, under the law;
- 7.3. convene, by the care of the Chairman of the Board of Directors, in no more than 5 days as of the approval of the administration plan, the general meeting of shareholders, for the negotiation and approval of the financial and non-financial performance indicators resulting from the administration plan;
- 7.4. negotiate the financial and non- financial performance indicators substantiated based on the administration plan and letter of expectation, in no more than 30 days as of the communication thereof to the public line authority. If, upon the expiry of this deadline the negotiation is not finalized, the deadline may be extended only once by maximum 30 days, at the request of either one of the parties involved;
- 7.5. determine the main lines of business and approve the development strategy of the *Company*;
- 7.6. 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;
- 7.7. set the accounting policies and the financial control system, as well as the approval of the financial planning, as the case may be;
- 7.8. 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;
- 7.9. 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;
- 7.10. approve the Rules on the organization and functioning of the Board of Directors;
- 7.11. establish the duties 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*;
- 7.12. 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;
- 7.13. issue an annual report on the business of the *Company* in compliance with art. 56 of GEO no. 109/2011;
- 7.14. summon or, as the case may be, endorse the call 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*;
- 7.15. 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*;
- 7.16. approve, within no more than 80 days as of the appointment of directors/Director General, the management component of the administration plan developed by them/him;
- 7.17. 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;
- 7.18. introduce, where appropriate, the request to open insolvency proceedings of the *Company*, according to the law;
- 7.19. 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;

- 7.20. 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;
- 7.21. 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*.
- 7.22. 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;
- 7.23. approve the investment strategy;
- 7.24. 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;
- 7.25. 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*;
- 7.26. attend the meetings of the Board of Directors 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 Directors;
- 7.27. treat all shareholders equally and not take any special obligations to a shareholder or another about the *Company's* business;
- 7.28. avoid the Conflicts of Interest 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, obliged to:

- 8.1. not to be bound to the *Company* by an employment contract;
- 8.2. adopt all necessary measures to protect the *Company's* assets;
- 8.3. not to 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 and risk management systems 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. 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. rigorously prepare the Board 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. 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 Administrator undertakes, together with the other administrators, to carry out the management plan and the resolutions 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 control over the company or with a

company controlled by them, as well as spouses, relatives or in-laws of the persons mentioned, up the fourth degree, inclusive of.

**Art.11.** The Administrator, together with the other administrators, is bound to inform the shareholders, within the first general meeting of 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 tutelary 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 Administrator, together with the other administrators, is obliged to submit to the general meeting of shareholders, within the biannual and annual reports, in a separate chapter, the legal documents concluded under Art. 11 and Art. 12 stating the following: the parties having concluded the legal document, the closing date and nature of the legal document, description of the subject matter, the total value of the legal document, mutual claims, the established guarantees, terms and payment methods and any other essential and material information related to the respective legal acts, as well as any information necessary to determine the effects of those legal documents on the financial situation of the *Company*.

## ***VII. The Rights of the Administrator***

**Art.13.** The Administrator benefits from a monthly fixed gross allowance for the execution of the entrusted mandate in amount of ....., equal to..... times the average over the last 12 months of the monthly gross average earnings for the activity performed according to the main activity object registered by the company (NACE Code.....), at the level of class as per the classification of the activities in the national economy, communicated by the National Institute of Statistics prior to the appointment, as per the Resolution of the ordinary General meeting of Shareholders no ...../.....

**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 administrator also benefits by the payment of a variable component.

The variable component is being determined and is being awarded according to the objectives comprised in the administration plan and the financial and non-financial indicators approved by the General Meeting of Shareholders. The variable component, as well as the conditions for the revision of the objectives and performance indicators are being settled by way of addendum to this Contract, addendum that is to be concluded based on the approval of the General Meeting of Shareholders of the financial and non-financial performance indicators and the Addendum to the Mandate Contract.

**Art.16.** The company is committed to the Administrator to:

- a) the reimbursement of expenses related to the mandate execution, 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, notwithstanding if they have been occasioned by domestic or foreign traveling;
- b) the provision 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.17.** The administrator will benefit from an insurance policy type "directors & officers liability". The *Company* shall bear and pay the cost of the insurance premiums.

**Art.18.** The administrator may benefit, along with the other administrators, under the law, from specialized assistance to substantiate/ motivate decisions taken in the Board of Directors, as well as legal assistance in case a third party formulates a claim against the Administrator in connection with performance of duties under this Contract of mandate, Articles of Incorporation, Rules on the Organization and Functioning of the BoD or Legal Framework.

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

**Art.19.** The *Company* has the right to require the Administrator to exercise his mandate in the sole interest of the *Company* and to hold him accountable for the way he exercises this mandate.

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

**Art.20.** 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.21.** 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.22** 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.23.** 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.24.** The administrator is liable for any damage suffered by the *Company* as a result of the Administrator's culpable failure to fulfill his duties and obligations provided by the Contract of Mandate, the Articles of Incorporation, the Rules on the Organization and Functioning of the BoD, the OGMS resolutions or the Legal Framework, in accordance with applicable legal provisions, as well as for failure to fulfill the administration plan in order to achieve the objectives contained therein and the financial and non-financial performance indicators.

**Art.25.** The administrator is not breaching the duty of care and shall not be liable if, when a business decision is made, they have reasonable reasons to consider that they act in the interest of the *Company* and based on adequate information, and if a force majeure event does not occur, as defined by Art.2, letter j).

**Art. 26.** 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***

All along the Contract duration, the Administrator is bound to:

**Art. 27.** exercise his mandate with the loyalty, prudence and diligence of a good administrator, always operating in the interests of the *Company* and the standards of care expected from a professional who provides services related to a non-executive position within the Board of Directors of some companies having a business object identical or similar to the *Company's* core business; The administrator does not infringe the obligation laid down above where, in making a business

decision, he is reasonably entitled to consider (i) acting in the interests of the Company and (ii) decided on the basis of adequate information.

**Art. 28.** 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 Administrator in any dispute which concerns the Company's business;

b) use all information regarding the *Company*, with the exception of information that is publicly available (without being the result of an unauthorized action, omission or similar action on the part of the Administrator), acquired by the Administrator during his appointment, is confidential and will be used by him only for the purpose of fulfilling the duties

related to his non-executive administrator capacity. The 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 regard, the Administrator undertakes to respect the confidentiality rules set out in Annex 1 to this Contract of Mandate;

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. 29.** 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. 30.** 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 within 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 compelling or attempting to cause any employee, consultant, supplier, buyer or independent contractor of the Company the termination of his employment relationship with the Company;

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

**Art.31.** 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. 32.** 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. 33.** 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. 34.** This Contract of mandate may be amended only by written agreement of the signatory Parties, expressed in an addendum.

**Art. 35.** This Contract of Mandate will be adapted according to the regulations occurred subsequent to its conclusion and applicable thereto.

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

**Art. 36.** This Contract of Mandate terminates in the following situations:

- 36.1. expiry of the period for which it was concluded;
- 36.2 in the event of failure of the negotiations to approve the financial and non-financial performance indicators resulted from the administration plan;
- 36.3. immediate revocation of the Administrator, by the General Meeting of Shareholders of the Company, for the culpable and unjustified non-fulfillment of the obligations provided for in the Mandate Contract or under the conditions of the law;
- 36.4. death of the Administrator;
- 36.5. insolvency or bankruptcy of the Company;
- 36.6. agreement of the Signatories;
- 36.7. waiver of the Administrator to the mandate by reasons which cannot be attributable to them, by sending a 30 days prior notification to the *Company*;
- 36.8. occurrence of legal impediments, as defined in Art. 2 letter f) of the Contract herein;
- 36.9. non-fulfillment, for imputable reasons, of financial and non-financial performance indicators, a situation identified following the evaluation of his activity;

**Art.37.** 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, the mandate revocation by the General Meeting of Shareholders shall not be deemed unjust dismissal.

**Art. 38.** In case the revocation occurs without reasoned cause, the administrator in question is entitled to the payment of liquidated damages, according to the Contract of Mandate.

In case of unjustified revocation from office, the Administrator will have the right to receive from the *Company* a compensation of a maximum of 24 monthly gross fix allowances if the dismissal occurs in the first 24 months of the mandate.

In the situation where the revocation takes place during the last two years of the mandate, a compensation will be paid equivalent to the monthly gross fix allowance corresponding to the number of months remaining until the expiry date of the term provided for in art. 6 to the Contract.

**Art. 39.** The payment of this compensation shall be performed within 30 working days from the date of adopting the GMS Resolution regarding the revocation. This compensation represents the only form of indemnity which the Administrator is entitled to in case of undue revocation from office. In case of revocation of the Administrator due to reasonable/justified grounds, the *Company* does not owe the Administrator any compensation for the non-executed period of the mandate.

The act of committing, by the Administrator, of any of the deeds or actions referred to in Chapter XI of this Contract gives 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 to remove the deed/action or consequences thereof, return unlawfully acquired confidential documents from their legitimate holder and, where appropriate, pay compensation for damages caused to the Company as required by law.

#### ***XV. Disputes***

**Art. 40.** 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. 41.** 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. 42.** 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. 43.** The disclosure of information is not deemed obligation of confidentiality, in the following cases:

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

#### ***XVII. Final provisions***

**Art.44.** 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.45.** 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. 722/2016, 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. 46.** 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.47.** The administrator is not an employee, and this Contract of mandate is not deemed an employment contract.

**Art.48.** 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.49.** 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.50.** 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 manner, the most appropriate means of notice from those set out in the first sentence of this article, so that the notification achieve their purpose and contribute to the fulfillment of the contractual obligations which are bound by the parties.

**Art. 51.** If, at any time during this Mandate Contract, one of the parties expressly insists to impose a specific provision from 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, ....., at .....in 2 (two) original counterparts, this Contract of Mandate, the parties declaring to having received, upon execution, one original counterpart.

**The Company.....**  
upon.....mandated by Decision no. ....  
of .....  
the Ordinary General Meeting of Shareholders

**Mr./ Ms.....**

## CONFIDENTIALITY RULES

### 1. Definitions

The term “**Confidential information**” means and includes any information on the economic activity of the *Company* that are not public, according to the (i) law, (ii) the General Meeting of Shareholders resolutions, (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, precedents or techniques or ideas developed or provided by a person other than the *Company* (including any algorithm, procedure or technique in the public domain), regardless if 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, including, 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, including, but not limited to, the amount of the *Company's* assets, liabilities, net worth, income, expenses or net income of the *Company*, except for that information whose disclosure 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 throughout their 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 that, in turn, have a confidentiality obligation whose existence the *Company* is notified about;
- k) any information derived from all of the above, and
- l) any copies of all the above information, except where a court or other public authority requests such copies, under the conditions provided by law.

### 2. Use and Disclosure of Confidential Information

The Administrator acknowledges that they have acquired and/or will acquire Confidential Information during or in connection with the exercise of their mandate within the 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 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 contract will terminate, 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 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 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 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 Administrator accepts that, directly or indirectly, at any time, during the Mandate Contract concluded with the *Company*, or at any time after its termination, and regardless when and for what reason this Contract will terminate, will not use or determine the use of any Information regarding 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 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 protection measures are not sufficient, the Administrator will provide only that section of the Information regarding third parties, as legally required.

### **4. Protecting commercial secrets**

No provision in this Mandate Contract should 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 Administrator within the *Company*, the essential ideas and principles underlying such algorithms, procedures or techniques designed, original, adapted, discovered, developed, acquired (from a third party 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 established marketing determination strategies, the essential ideas and principles underlying these strategies and any information which could reasonably lead to the development of such strategies devised, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, 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), evaluated, tested or applied by the administrator in the course of their activity within the *Company*, and

(iv) any other ideas or information designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of 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, according to item 5, is, in turn, subsumed under the scope of Confidential Information, according to the definition in item 1 of this Annex, and the Administrator undertakes to use and keep all the Information that will be disclosed under the conditions of item 5 in the same way as the Confidential Information, respecting, at the same time, the provisions of item 3 of this Annex regarding the confidentiality of Information relating to third parties.

As an exception to the provisions of this item, the Information disclosed according to item 5 will not be considered Confidential Information, in the sense of this Mandate Contract, to the extent that they are not related to the economic activity of the company and have a general applicability, being able to be used in any industry.

#### **7. The extent of compliance with confidentiality obligations over time**

The confidentiality obligations of the Administrator under this Annex, which are an integral part of the Mandate Contract, shall remain applicable after the termination of this Mandate Contract and will produce effects for an unlimited period.

**Company**.....

**Mr/Mrs**.....

by.....

mandated by Resolution no.....

of the Ordinary General Meeting of Shareholders

## NON-COMPETE OBLIGATIONS

### 1. Noncompete

During the term of office in the *Company*, the Administrator, directly or indirectly, either on his behalf or as an employee, agent, consultant, administrator, director, associate, shareholder, investor or in any other capacity, agrees and undertakes:

- a) not to engage in any activity or business that is in competition with or similar to an activity or business of the *Company*, or with an activity or business which the *Company* carries out or intends to carry out;
- 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 shall take effect throughout Romania in respect of any competing third parties.

### 2. Abstention from requesting services

During the term of office in the *Company*, the Administrator, directly or indirectly, with or without commission, either on his behalf or as an employee, agent, consultant, administrator, director, associate, shareholder, investor or in any other capacity, 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-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.

**The company**

By.....

mandated by Resolution no. ....

of the Ordinary General Meeting of Shareholders

**Mr./Mrs. ....**

## INTEGRITY CRITERIA

Considering 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 conflict and interest situations and incompatibilities;
- Early identification and timely removal of the premises for corruption are a priority and shall be 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 Company;
- 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. 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. Makes decisions only in the company's interest (decisions are not made in order to acquire financial benefits or other material advantages for themselves, family or close friends).
4. Has no business or contract 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 the 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 company;
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 he carries out his 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, as a political police, according to the law, and he did not promote/does not promote extremist ideas or actions (racism, xenophobia, Antisemitism, etc.).
13. He did not obtain titles and diplomas through plagiarism, or intellectual theft proven by a final court decision.
14. He is 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.....**

**Mr./ Mrs.....**

by .....

mandated by Resolution no.

of the Ordinary General Meeting of Shareholders

## **ADDENDUM NO. 1**

**TO THE CONTRACT OF MANDATE No. \_\_\_\_\_ 18.08.2023**

*Given the provisions:*

- of the Law no.31/1990 on the companies, republished, with subsequent amendments and completions, ("Law 31/1990");
- of the Government Emergency Ordinance no.109/2011 on the corporate governance of public enterprises, approved with amendments and completions by Law no. 111/2016, with subsequent amendments and additions, by Law no. 187/ 2023 ("GEO no.109/2011");
- of the Government Decision no. 722/2016 for the approval of the Methodological Norms for the enforcement of certain provisions of the Government Emergency Ordinance no. 109/2011 on the corporate governance of the public enterprises (GD no. 722/2016);
- of the resolution of the Ordinary General Meeting of Shareholders no. \_\_\_\_\_ from \_\_\_\_\_ by which there have been approved the financial and non-financial key performance indicators for the non-executive administrators of CONPET S.A;
- . of the resolution of the Ordinary General Meeting of shareholders no. \_\_\_\_\_ from \_\_\_\_\_ by which there have been approved the quantum of the variable component of the remuneration of the non-executive administrators of CONPET S.A.;
- Of Art. 34 and 35 of Chapter XIII The Amendments of the Mandate Contract, Art.7 of Chapter VI the Obligations of the administrator, Art.15 of Chapter VII the Rights of the Administrator, from the mandate Contract no. \_\_\_\_\_ 18.08.2023,

The General Meeting of Shareholders of the company CONPET SA, by the Decision no \_\_\_\_ dated \_\_\_\_\_ has established the form and content of the addendum to the mandate contract no \_\_\_\_ dated 18.08.2023 and has empowered Mr/Ms \_\_\_\_\_, to sign, acting as representative of the shareholders

Therefore,

**The contracting parties:**

**A. The company CONPET SA**, headquartered in Ploiesti, str. No.1-3, Anul 1848 Street,, Prahova county, registered at the Trade Register Office attached to Prahova Court of Law under no. J29/22.01.1991, CIF RO 1350020, IBAN CODE RO38RNCB0205044865700001 opened at BCR Ploiesti, represented by Mr./Mrs. \_\_\_\_\_, the representative of the Ministry of Energy in the General Meeting of Shareholders, acting as **Principal (“the Company”)**

**and**

**B. Mr./ Ms** \_\_\_\_\_, Romanian citizen, domiciled in \_\_\_\_\_, identified with \_\_\_\_\_ issued on the date of \_\_\_\_\_, by \_\_\_\_\_, with personal identification number \_\_\_\_\_, acting as **administrator or Agent (“Administrator/Agent)**

agree upon filling -in the Mandate Contract no.....dated 18.08.2023, as follows:

**Art. 1. Scope of the Addendum**

1.1 The financial and non-financial performance indicators (hereinafter called KPI (Ro.ICP) for the company’s administrators approved by the OGMS Resolution no.....dated.....calculated in correlation with the Revenues and Expenditure Budget for the year 2023 and the Administration Plan for the period 2023 -2027 are provided in Annex 1 to this Addendum and will set the basis of the settlement and granting of the variable component of the administrators’ remuneration for the period of carrying out the mandate contract.

1.2 The performance indicators, targets and degree of achievement thereof may be amended under the law and in compliance with the procedures provided for the approval thereof.

1.3 The Agent benefits from a gross annual variable component of the remuneration in amount of 12 monthly gross fixed allowances, awarded under the law, respectively by the observance of the Revenues and Expenditure Budget approved in compliance with the applicable legal provisions in force and by the observance of the methodology established at Item 1.4 of this Addendum.

**1.4 The means of calculation and awarding of the variable component of the administrators:**

**The variable component** = the Value of the variable component set pursuant to the addendum to the contract of mandate x Total Degree of achievement of the performance indicators (KPI)

The total degree of achievement of the performance indicators ( $GT_{ICP}$ ) is the amount of the degree of achievement of every KPI ( $GI_{ICP}$ ) weighted by the weighting coefficient ( $W_{ICP}$ ) related to every KPI.

The calculation formula is the following:

$$GT_{ICP} = \sum_{i=1}^n GI_{i,ICP} \times W_{i,ICP}$$

where:

$GT_{ICP}$  = Total annual degree of achievement of the KPI

$W_{ICP}$  = Weighting Coefficient (weight) for every KPI

$GI_{ICP}$  = Degree of achievement of the individual KPI

$I_i$  = individual indicator (Degree of Achievement %)

The degree of fulfillment of every KPI ( $GI_{ICP}$ ) is the degree of achievement of every KPI, considering the means of calculation provided at every KPI, subsequently weighted by the weighting coefficient ( $W_{i,ICP}$ ) related to each KPI.

**The variable component** of the remuneration due to the Agent will be directly proportional to the  $GT_{ICP}$  for the corresponding financial year or part of the corresponding financial year.

Also, in case that:

- $GT_{ICP} \geq 100\%$ , the variable component of the remuneration is being awarded in amount of 12 monthly gross fixed allowances
- $80\% \leq GT_{ICP} < 100\%$ , the variable component of the remuneration is being awarded in proportion to the  $GT_{ICP}$
- $GT_{ICP} < 80\%$ , the variable component of the remuneration is not being paid.

1.5 The payment of the variable component is made annually, in no more than 15 days as of the approval, within the general meeting of shareholders, of the audited annual financial statements drafted in compliance with IFRS and the presentation of the annual report of the Nomination and Remuneration Consultative Committee regarding the total degree of achievement of the financial and non-financial key performance indicators approved pursuant to the OGMS Resolution no.....dated.....

1.6 The administrator, together with the other members of the Board of Directors and with the Directors with mandate contract, has the obligation to monitor the framing within the limits specified in the Administration plan of the key performance indicators approved by the OGMS and the obligation to monitor the key performance indicators approved by the OGMS in view of achieving the global indicator.

1.7 The administrator, together with the other members of the Board of Directors, has the obligation to prepare and submit to the OGMS an Annual Report regarding the monitoring activity mentioned at item 1.6. above, within the GMS for the approval of the audited annual financial statements.

1.8 The inappropriate fulfillment/non-fulfillment, by fault of the Administrator, of the obligations set at items 1.6 and 1.7 of this Addendum, falls under his liability.

1.9 In case the mandate ceases before the completion of the mandate period, due to reasons independent of the administrators, the variable component is being granted pro-rata, in correlation with the number of days related to the term of office.

**Art. 2.** Art. 17. from the mandate contract shall be supplemented and bear the following content:

The administrator shall benefit from a "directors & officers' liability" insurance policy.

The Administrators and Directors with a mandate contract benefit from professional liability insurance, through the insurance policy regarding the managerial liability of the members of the Board of Directors and Directors with a mandate contract ("directors & officers' liability"/ D&O type), according to the OGMS Resolution. no. 3/ 09.11.2021, with the minimum insured amount (compensation limit) of 12,000,000 euros, in aggregate, and the maximum limit of the annual insurance premium of 34,000 euros/year. By the OGMS Resolution, the conditions can be amended. The company shall bear and pay the cost of the insurance premiums.

**Art. 3.** Final provisions

3.1 The other contractual clauses shall remain unamended.

In witness thereof, we have concluded today, .....2023, in 3 (three) original counterparts, this Addendum to the Contract of Mandate no....., in Romanian, of which two copies for the PRINCIPAL and one copy for the AGENT.

**PRINCIPAL**

**The company CONPET S.A.**

**AGENT**

By: \_\_\_\_\_.

\_\_\_\_\_

Empowered by the OGMS Resolution no. \_\_\_\_\_ dated \_\_\_\_\_

## Financial and Non-financial Key Performance Indicators for the Non-Executive Administrators

Crt. no.	Performance indicator	Performance objective	MU	Target values					KPI weights for the settlement of the remuneration
				2023	2024	2025	2026	2027	
A. KEY FINANCIAL PERFORMANCE INDICATORS									
1	Investment realization	Realization of minimum 75% of the annual Investments Plan financed out of the modernization quota	%	≥75%	≥75%	≥75%	≥75%	≥75%	3%
2	Current liquidity	Ensuring the ability to pay current liabilities from current assets		≥1	≥1	≥1	≥1	≥1	3%
3	Assets turnover	Ensuring the efficiency of assets management		≥0.5	≥0.5	≥0.5	≥0.5	≥0.5	3%
4	Return on equity (ROE)	Maintaining the return on equity higher than 5%	%	>5%	>5%	>5%	>5%	>5%	3%
5	Dividends distribution rate from the net profit of the financial year	Maintaining a sustainable dividend policy	%	≥65%	≥65%	≥65%	≥65%	≥65%	5%
6	Total expenses per each 1000 RON of total revenues	Maintaining the level provided in the annual Budget	%	100% according to the Annual Budget	100% according to the Annual Budget	100% according to the Annual Budget	100% according to the Annual Budget	100% according to the Annual Budget	3%
B. NON-FINANCIAL KEY PERFORMANCE INDICATORS:									
B.1. KEY OPERATIONAL PERFORMANCE INDICATORS									
7	Monitoring of the annual electricity average specific consumption for technological purposes	Maintenance of the annual electricity average specific technological consumption at a level of max 3.2 Kwh/to	Kwh/to	Max 3.2 Kwh/to	Max 3.2 Kwh/to	Max 3.2 Kwh/to	Max 3.2 Kwh/to	Max 3.2 Kwh/to	10%
8	Ensuring the maintenance of the NTS	Realization of minimum 90% of the annual Program of planned technical revisions	%	≥90%	≥90%	≥90%	≥90%	≥90%	10%
B.2. CORPORATE GOVERNANCE KEY PERFORMANCE INDICATORS									
9	The number of meetings of the Board of Directors held along the year	Minimum one BoD meeting per month (in correlation with the mandate period)	Number of Meetings	min.one meeting/month	min.one meeting/month	min.one meeting/month	min.one meeting/month	min.one meeting/month	15%
10	Duly reporting of the degree of achievement of the performance indicators of the company	Framing within the legal reporting terms	%	100%	100%	100%	100%	100%	20%
11	Performance of the actions set out in the Program for the development of the internal control management system	Development of the internal control management system in compliance with the legal requirements in force	%	≥90%	≥90%	≥90%	≥95%	≥95%	15%

Crt. no.	Performance indicator	Performance objective	MU	Target values				KPI weights for the settlement of the remuneration
				2023	2024	2025	2026	2027
12	Settlement of the risks management policy	Efficient and effective risk management that could affect the achievement of the company's objectives	Confirmation (YES/NO)	-	YES	-	-	-
<b>B.3. KEY PERFORMANCE INDICATORS ORIENTED TOWARDS PUBLIC SERVICES</b>								
13	Clients' satisfaction score related to the crude oil and oil derivatives activity (number of responses, 4 and 5 in total number of responses minimum 90%)	Clients' satisfaction related to the crude oil and derivatives transport activity (the number of responses, 4 and 5 in total number of clients responses minimum 90%)	%	≥90%	≥90%	≥90%	≥90%	≥90%
								10% in the years 2023, 2025, 2026, 2027 AND 5% in 2024

PRINCIPAL,

AGENT

The Company CONPET S.A

By:

Empowered by OGMS Resolution no. .... dated .....