

**Copy no:**

**- PROJECT/INDICATIVE MODEL**

**MANDATE CONTRACT**

***concluded today.....*** \_\_\_\_\_

in application of the provisions

- ***The dispositions of the Government Emergency Ordinance no.109/2011 on corporate governance of the public enterprises subsequent amendments and completions; hereinafter called GEO no.109/2011.***  
GEO 109/2011;
- **The Government's Decision no.639/2023** for the approval of the methodological application Norms of some provision of GEO 109/2011 on the corporate governance of public enterprises, hereinafter referred to as GD

639/2023, Annex no. 1-Methodological norms of July 27, 2023 for the settlement of the criteria for the selection of the members of the boards of directors/supervisory of public enterprises, for drawing up the short list for each position, their ranking, the procedure on final appointments, as well as for the settlement of other measures necessary for the implementation of the provisions of Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises and Annex no. 2- Methodological Norms of 27 July, 2023 for the settlement of financial and non-financial performance indicators and the variable component of remuneration of the members of the directors/supervisory boards of public enterprises, as well as of the directors, respectively of the members of the directorate;

- **The Companies Law no.31/1990** on the companies, republished, with subsequent amendments and completions, hereinafter called Law 31/1990;
- **Law no. 287/2009** regarding the Civil Code, with its subsequent amendments, art. 1913-1919, art. 1924, as well as art. 2009-2042;
- **The Articles of Incorporation** of the *Company CONPET SA*, a company managed in a unitary system, hereinafter referred to as the Articles of Incorporation,

following and based on the appointment by the General Meeting of Shareholders (hereinafter referred to as GMS) by the **GMS Resolution no.**\_\_ / \_\_ of the Ms/Mr \_\_\_\_\_ as member of the Board of Directors of the company **CONPET SA**,

Enterprise administered in unitary system,

and the express acceptance by Mr/Mrs \_\_\_\_\_ of the mandate, being necessary to be established the rights and obligations of the Principal /Agent corresponding to the exercise by the latter of the position of member of the Board of Directors, this Contract of Mandate shall be concluded as follows:

#### **Art. 1. Contractual Parties**

The company CONPET SA (hereinafter called **the Company**), with headquarters in..... no...street, ...county, registered at the Trade Register Office close to Prahova Tribunal.....under no...../....../....., TIN.....,

Represented by the General Meeting of Shareholders, which has appointed, by **GMS Resolution no. \_\_/\_\_/\_\_** to sign, on Company's behalf, this contract in the form and contents approved by **GMS Resolution no. \_\_/\_\_/\_\_**, as **principal**,  
and

\_\_\_\_\_, Romanian citizen, borne on \_\_\_\_\_ in \_\_\_\_\_, domiciled in \_\_\_\_\_, with address of correspondence declared in \_\_\_\_\_, PIN \_\_\_\_\_ appointed in the capacity of **member of the Board of directors of CONPET SA**

(hereinafter called **Administrator**), in compliance with **GMS Resolution no. \_\_/\_\_/\_\_**, which took note of the form and contents of the contract approved by **GMS Resolution no. \_\_/\_\_/\_\_** and expressly accepted the mandate under these contractual conditions, in the capacity of **Agent**.

## **Art. 2. Mandate Duration**

**2.1.** The term of office is from \_\_\_\_\_ starting the date of \_\_\_\_\_, respectively until the date of \_\_\_\_\_

**2.2.** The mandate may be renewed only once with the application of the conditions and according to the procedure established by the legislation on corporate governance discipline.

## **Art. 3.**

### **Definitions**

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

a. **Articles of Incorporation** - the Articles of Incorporation of CONPET SA, approved by the GMS, as it is in force on the date of this Mandate Contract or will be amended/completed/reformulated, by resolution of the Extraordinary General Meeting of the Company's Shareholders;

b. **The applicable legal framework** – the set of Romanian legal norms contained in Law no.31/1990, GEO no.109/2011, GD no.639/2023, the Civil Code with subsequent amendments and completions, the Fiscal Code with subsequent amendments and completions, as well as in other normative acts 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 Agent is contrary to the Company's interest so that it affect or may affect their independence and impartiality in making business decisions or carrying out in due time and objectively the tasks assigned for exercising their mandate for the Company; **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;

**2.1 e. Confidential information** - means and includes any information regarding the economic activity of the Company that is not public, according to the provisions of:

**2.2 - (i) the laws;**

**- (ii) - GMS resolutions; - (iii) decisions of the Board of Directors;**

**- (iv) internal rules of the Company**

- a. Confidential information refers mainly, but not limited to the following:
  - b. 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;
  - c. information on the future plans of the Company, here included, but not limited thereto, plans for expansion in geographic areas, market segments or services;
  - d. marketing strategies developed, investigated, acquired (from a third party or otherwise), or used by the Company;
  - e. any other information acquired by the Agent during the exercise of its mandate, which could be reasonably deemed as reflecting the Company's vulnerabilities.
    - F. Impossibility to exercise the mandate/legal impediment:
      - (i) any circumstance creating an unavailability with a duration longer or equal to 90 consecutive calendar days, depriving the member of the Board of Directors from the possibility to fulfill his attributions, personally or by representation, except for the cases provided by law;
      - (ii) the preventive arrest;
      - (iii) the execution of a custodial sentence;
    - (iv) annulment of the resolution of the Company's GMS regarding the appointment of the member of the Board of Directors.
  - g. **The Remuneration due to the member of the Board of directors** - the remuneration of the members of the Board of directors is established by GMS in the structure and limits provided at para (2) and (4) of Art.37 of GEO no.109/2011;
  - h. **Force majeure** - stands for any external event, unforeseen, absolutely invincible and inevitable, which could not be foreseen at the moment of conclusion of this Contract of Mandate and that makes impossible the execution, and, respectively, the fulfillment of the Contract of Mandate; such events are being considered: wars, revolutions, fires or any other natural disasters, restrictions occurred following quarantines, embargo, the enumeration not being exhaustive but declarative. It is not being considered force majeure an event, similar to the above, which, without providing the impossibility for execution, makes extremely costly the execution of one party's obligations over the other;
  - i. **Business decision** - means any decision to adopt or not certain measures regarding the Company's administration;
  - j. Fortuitous event – signifies an event that could not be foreseen by the Agent nor prevented by him to happen; are assimilated to the fortuitous event the modification of the legal, regulatory and fiscal system in Romania existing at the signing of this Agreement;
  - k. **Financial and non-financial performance indicators** - the performance indicators negotiated and approved by the GMS, distinct from those approved by the Directors, entered in the addendum to the Mandate Contract.
- f. **IV. Scope of Contract**
- **4.1.** By this Mandate Contract, the Administrator is entrusted to manage the Company, in compliance with the quality of member of the Board of directors, having the attributions, competencies and responsibilities established by the law and the Articles of incorporation.
  - The obligations of the Administrator are regulated by law, as it may be modified during the term of office, also by the legislation applicable to public enterprises, the provisions of the Articles of Incorporation and those of this mandate contract. In order to fulfill the scope of this mandate contract, the Administrator shall perform within the limits of the duties and competencies of the

member of the Board, all the necessary acts for the administration of the Company in its interest and for the fulfillment of the scope of business; he will exercise the mandate loyally, in the interests of the Company, with the prudence and diligence of a good administrator.

- **Art.5 The Rights and Obligations of the Administrator**

- **5.1 The Administrator's Rights**

5.1.1. The administrator is entitled to the payment of a remuneration consisting of a fixed monthly allowance.

5.1.2. The Administrator has the right to benefit from a professional liability insurance policy concluded by the Company. The payment of the premiums related to this insurance will be made by the Company and will not be deducted from the remuneration due to the Administrator.

5.1.3. The administrator is entitled to compensation in case of revocation of the mandate without just cause. By reference to Article 8.5 is "just cause in the meaning of this article, the statement not being limitative, the failure to fulfill of the Administrator or improper performance of any legal obligation stipulated in this contract and the unjustified refusal to conclude additional acts to this contract establishing amendments by law. Also, the revocation takes place with "just cause" if the key performance indicators are not met at the minimum level approved by the GMS, as well as if the Administrator refuses to assume key performance indicators and their fulfillment at the minimum level approved by the GMS, refusing to properly conclude an addendum to the Contract of Mandate. In the event of revocation of the administrator without just cause:

a) The Administrator shall be entitled to receive from the Company a compensation equivalent to maximum..... monthly net fixed allowances;

b) the payment of this amount as compensation is made by the Company within maximum 60 calendar days from the date of the adoption of the GMS resolution of revocation, if the resolution is not contested. The Administrator agrees and accepts that this compensation is the sole indemnity of the Administrator, in the event its unjust revocation occurs.

5.1.4. In case of contestation by the administrator of the revocation decision issued by the Company in court, the appellant declares that he definitively and irrevocably renounces the possible interests and penalties related to the claimed main right, except for judicial expenses.

5.1.5. The Administrator has the right to have access to any information related to the Company, in compliance with the obligation of confidentiality and the provisions related to access to service secrets, respectively national classified information.

5.1.6. The administrator may benefit, together with the other administrators, from specialized assistance for substantiating/motivating the decisions taken within the Board, with the approval of the GMS.

5.1.7. The Administrator has the right to benefit from the same compensation and benefits package, including medical services and/or medical insurance, contracted by the Company for employees (if applicable).

5.1.8. In exceptional cases, when the interest of the Company requires it, it may request the convening of the general meeting of the shareholders.

**5.2. Obligations of the Administrator**

5.2.1 The Administrator is obliged to elaborate a proposal for the administration Component of management Plan, in order to achieve financial and non-financial performance indicators, in the term provided by Article 30, Para (1) of GEO no. 109/2011, to analyze and approve the Management Plan completed with the management Component under the conditions and within the terms provided by law.

5.2.2 The administrator is obliged to negotiate under the law the key performance indicators within the

term provided for by Article 30 para. (4) of the Government Office no. 109/2011;

5.2.3 The administrator is obliged to meet the objectives and key performance indicators set out in the annex to the contract.

5.2.4 The administrator is obliged to contribute to the preparation of the draft budget of the public enterprise and, where appropriate, of the work program for the following financial year.

5.2.5. The Administrator is obliged to prepare and participate in the Board meetings, as well as in one or more advisory committees established at Board level.

5.2.6. In case of appointment as chairman of the Board of Directors, the administrator also has the corresponding duties, as set out in the Company's Articles of Incorporation, the Rules of Organization and Functioning of the Board of Directors, as well as in the applicable legal provisions.

5.2.7. The administrator is obliged to attend meetings of the general meeting of shareholders.

5.2.8. The Administrator is obliged to represent the Company in the cases provided by law and, as the case may be, in the circumstances in which this faculty has been expressly granted thereto.

5.2.9. The Administrator is obliged to participate in the elaboration and transmission to the Guardianship Public Authority, the Agency for Monitoring and Evaluation of the Performance of Public Enterprises (hereinafter referred to as AMEPIP), the Ministry of Finance and other authorities, the reports on the activity of the Company and the stage of the performance of the key performance indicators in the mandate contract, as well as, where appropriate, the information related to the mandate contracts of the members of the Company's directorate.

Administratorul este obligat să formuleze propuneri cu privire la strategia de dezvoltare a Societății.

5.2.10 The Administrator is obliged to make proposals on the Company's development strategy.

5.2.11. The Administrator is obliged to participate in the selection, appointment and revocation of the members of the directors, the evaluation of their activity and the approval of their remuneration.

5.2.12 The Administrator is obliged to approve the recruitment and revocation, as the case may be, of the internal audit manager and the receipt therefrom, whenever he requests, of reports on the activity of the Company.

5.2.13. The Administrator is obliged to check the functioning of the Internal Control Management System;

5.2.14 The administrator is obliged to refer to conflicts of interest and incompatibility for members of the management and management bodies or personnel of the public enterprise.

5.2.15 The Administrator is obliged to declare, according to the legislation in force and the code of ethics, the existence of any conflicts of interest and incompatibility. In case of conflicts of interest, the Administrator is obliged to refrain from participating in the decision-making process within the Board/ advisory committees in the exercise of the duties of administrator.

5.2.16 The administrator is responsible for the information obligation provided for in Article 153<sup>17</sup> of Law no. 31/1990, in conjunction with Article 33 of the Government Ordinance no. 109/2011.

5.2.17 The administrator is obliged to exercise the mandate with the loyalty, prudence and diligence of a good administrator, in the exclusive interest of the Company.

5.2.18. The Administrator is obliged to comply with the legal and statutory provisions regarding the crediting and conclusion of legal acts with the public enterprise.

5.2.19 Participate in at least one corporate governance training program, as well as in any other areas relevant to the public enterprise, under the applicable legal framework, with the approval of the GMS.

5.2.20 The Administrator is obliged to exercise due diligence regarding the receipt, possession and transmission of information (including documents) owned by the Company using for these purposes exclusively electronic or physical means of communication or storage owned/under the control of the Company (laptop/tablet, e-mail, other communication applications, physical storage media, etc.). In

application of this contractual clause, the Administrator is also obliged to comply with specific internal regulations regarding information security. The obligations set out in this contractual clause are part of the confidentiality obligation assumed by the Administrator under this contract.

5.2.21 The Administrator, together with the other members of the Board of Directors, has the obligation to request the convening of the GMS to approve any transaction if it has, individually or in a series of concluded transactions, a value greater than 10% of the value of the net assets of the Company or more than 10% of the turnover of the Company according to the last audited financial statements, with the members of the Board of Directors or with the directors, directors with employees, shareholders who have control over the company or with a company controlled by them, as well as with the husband or wife, relatives or affine up to grade IV including those persons.

5.2.22 The Administrator, together with the other members of the Board of Directors, has the obligation to inform the shareholders, within the first general meeting of the shareholders following the conclusion of the legal act, of any transaction concluded by the Company with: a) the persons referred to in point 5.2.21, if the transaction value is below 10% of the net assets of the Company or less than 10% from the turnover of the Company according to the last audited financial statements; b) another company or with the public guardianship authority, if the transaction has a value, individually or in a series of transactions, of at least the equivalent in lei of 100,000 euros.

5.2.23 To make available to the Company, in the form and within the time limits specified by it, the documents and information required by the Company for the performance of various legal or statutory obligations relating to the Administrator.

5.2.24 Not to make unauthorized judgments in connection with disputes pending resolution and in which the Company - is a party.

5.2.25 Not to help and advice to natural or legal persons to promote legal or other actions against the Company.

5.2.26 The administrator assumes the conditions for obtaining the ORNISS certificate at the level requested by the company, in accordance with the provisions of Law no. 182/2002 on the protection of classified information, of the National Standards for the protection of classified information in Romania, approved by Government Decision no. 585/2002 and of the Norms on the protection of classified information of the North Atlantic Treaty Organization in Romania, approved by GD no. 353/2002 (if applicable).

5.2.27 Comply with the confidentiality rules, non-compete obligations and integrity criteria set out in Annexes 1, 2 and 3 to the Contract.

5.2.28 The Administrator has any other obligations stipulated by the normative acts in force in the field, the Constitutive Act and the internal regulations adopted at the level of the Company.

5.2.29 To delegate the management of the Company to one or more directors, appointing one of them as general manager, to determine their remuneration, at the recommendation of the nomination and remuneration committee, and to revoke the general manager/directors, in accordance with the statutory provisions and the applicable legal framework;

5.2.30 To evaluate the activity of the general manager/directors, both in terms of contract execution/mandate contracts, as well as in terms of compliance with and implementation of the Management Component from the Management Plan;

5.2.31 To approve the conclusion of contracts, within the limits provided for in the articles of incorporation, of decisions of the GMS and the applicable legal Framework;

5.2.32 To make recommendations on profit distribution;

5.2.33 To convene or, where appropriate, to approve the convening of the GMS in accordance with the statutory provisions and the applicable legal framework, to organize and participate in meetings of

general meetings of shareholders and to implement decisions of general meetings of shareholders;

5.2.34 To approve the draft budget of revenue and expenditure of the Company for the current year;

5.2.35 To submit to the GMS, within the legal term, all the reports provided by the applicable legal framework;

5.2.36 Verify compliance with the law, the Articles of Incorporation and the resolutions of the GMS of the Company's management operations;

5.2.37 Take all necessary measures to protect the Company's heritage;

5.2.38 To inform the shareholders about Significant Events within 2 working days, before or after their occurrence, as the case may be, and about the possible impossibility, legal impediment, as the case may be;

5.2.39 Participate in the evaluation process and, as a result of this process, present a self-assessment based on the performance obtained versus objectives in a report on the degree of achievement of the objectives, within the deadlines and conditions set by the Principal and to be delivered thereto;

5.2.40 To defend, loyally, the prestige of the Company and the governing bodies of the Company and its shareholders, as well as to refrain from any act or fact that may damage their image or legal interests;

5.2.41 Not to express in public appreciations inconsistent with the reality in relation to the activity of the Company, its policies and strategies or with the draft regulations or acts of an individual character;

5.2.42 In its relationship with the Company, its directors, shareholders and employees, and other members of the Board of Directors, the Administrator undertakes to behave in a manner based on respect, good faith, fairness and kindness, not to prejudice their honor/reliance on reputation/dignity, as well as the natural and legal persons with whom it is connected in the exercise of its mandate, by using offensive expressions formulating slanderous complaints or complaints or disclosing aspects of privacy;

5.2.43 To ensure equal opportunities and treatment for Company employees and directors, not to favor or disfavor access or promotion within the Company on grounds of discrimination, kinship, affinity or other criteria inconsistent with the applicable Legal Framework;

5.2.44 To participate and to cast their votes at each meeting of the Board of Directors and to sign the minutes of the meetings of the Board of Directors in which they participate personally or as a trustee, drawn up by the secretariat of the meeting;

5.2.45 To make available to the Company, in the form and within the time limits specified thereby, the documents and information required by the Company for the performance of various legal or statutory obligations related to the Administrator.



## **Art.6. Rights and Obligations of the Company**

### **6.1 Rights of the Company**

6.1.1 The Company has the right to request and receive from the Administrator information, reports and other documents regarding the fulfillment of the mandate.

6.1.2 The company has the right to negotiate key performance indicators and complete the negotiation within the time limit provided by law.

6.1.3 The Company has the right to promote the action for liability and the action for damages caused to the Company by the Administrator in violation of the duties stipulated by the law and the Constitutive Act.

6.1.4 The Company has any other rights provided by law, the Articles of Incorporation and the internal regulations adopted at the level of the Company.

6.1.5 The Company has the right to request in writing any information regarding the activity of the members of the Board of Directors and to receive a response within 10 calendar days from the request.

### **6.2 Obligations of the Company**

6.2.1 The Company is obliged to pay the remuneration to the Administrator under the conditions set out in this contract.

6.2.2 The Company is obliged to bear the costs of the Administrator's professional liability insurance.

6.2.3 The company is obliged to monitor the activity of the administrator and to evaluate the fulfilment of the approved key performance indicators included in the mandate contract.

6.2.4 The company is obliged to pay the administrator's compensation provided in art. 5.1.3 letter a and b.

## **Art. 7. Liability of the Parties**

7.1 Failure to perform and/or improper performance of the obligations assumed by any of the signatory parties to this contract shall entail the liability of the party at fault.

7.2 The Administrator is liable for the culpable non-compliance:

- (i) the obligation to fulfil the Management Plan in order to achieve the objectives contained therein and to meet the Financial and non-financial performance indicators;
- (ii) of the provisions of this Contract of Mandate;
- (iii) of the provisions of the decisions adopted by the GMS of the Company;
- (iv) of the provisions of the Articles of Incorporation.

7.3 The Administrator does not violate the obligation of prudence and diligence and will not be liable if, at the time of taking a business decision, he is reasonably entitled to believe that he is acting in the interests of the Company and based on adequate information.

7.4 The Administrator shall be liable for any damage suffered by the Company as a result of its non-compliance with the attributions and obligations provided by this Contract of Mandate, the Articles of Incorporation, BoD ROF, the resolutions of the GMS or the Legal Framework, in accordance with the applicable legal provisions.

## **Art. 8. Conditions for amending, terminating and renewing the mandate**

8.1 This contract is amended by the agreement of the parties expressed by an additional act concluded in compliance with the substantive and form conditions provided by law at its conclusion or, as the case may be, as a result of subsequent legislative changes that may affect the contractual provisions.

**8.2** The amendment of the contract in order to include clauses on key performance indicators approved under the terms of the Government Ordinance no.109/2011 will be made under the conditions and deadlines provided by law.

**8.3 The contract ceases:**

- a) on the expiration of the term for which it was concluded, if it was not renewed according to the law
  - b) by waiving the Administrator's mandate, with a notice of 30 calendar days from the notification of the Company;
  - c) by the death of the Administrator;
  - d) as a result of the failure to meet the key performance indicators registered in the Mandate Contract, for reasons attributable to the Administrator, by GMS Resolution;
  - e) by opening the general insolvency proceedings or bankruptcy of the Company;
  - f) in violation by the Administrator of the legal provisions on conflicts of interest, incompatibilities, including integrity criteria provided by the Code of Ethics of the Company, as well as non-compete obligations;
  - g) in violation of confidentiality obligations regarding any financial and/or commercial information qualified as confidential or privileged according to the legal norms or contractual obligations assumed by the Company;
  - h) by rightful termination in the cases provided by law, including in the case of taking action for liability against the members of the Council, as well as in the case of suing for the commission of one of the offenses referred to in Article 6 (2) of the Companies Law no. 31/1990.
  - i) by withdrawing/non-granting the ORNISS authorization (if applicable);
  - j) by the impossibility of exercising the legal mandate/impediment - any circumstance that creates an unavailability with a duration of more than or equal to 90 consecutive calendar days, depriving the member of the Board of Directors of the possibility to perform their duties, personally or by representation;
- If the Administrator is permanently unable to exercise the legal mandate/impediment, the termination will take effect from the expiration date of the 90 consecutive days of incapacity.
- k) by amicable way, by agreement of the parties;
  - l) in the event of legal impediments as defined in this Contract;
  - m) in case of failure of negotiations for approval of financial and non-financial performance indicators.
- On the date of termination of this Contract, the Administrator shall immediately return to the Company all assets/fixed assets entrusted to be used thereby based on this Contract.

**8.4.** The mandate of the Administrator may be renewed at the request of the administrator in office, in accordance with the provisions of Article 25 of Annex no.1 to GD no. 639/2023 for the approval of the methodological norms for the application of GEO no. 109 2011 on the corporate governance of public enterprises.

**8.5** In the event of a just revocation of the Administrator, he is not entitled to receive compensation from the Company. In order to avoid any misunderstandings, represent “just cause” within the meaning of this article, the specification being not limitative, the failure by the Administrator or the improper fulfillment of any legal obligation or stipulated in this contract and the unjustified refusal to conclude additional acts to this contract through which are established changes occurred by law.

**Art. 9. Performance objectives and key performance indicators, as well as the conditions for the their revision**

**9.1** Key performance objectives and indicators endorsed by AMEPIP will be determined according to the law.

**9.2** The conditions for reviewing key performance objectives and indicators are those laid down in the provisions of the GEO no.109.'2011 and the subsequent normative acts, which are binding on the parties.

**Art. 10. Integrity and Ethics Criteria**

**10.1** The Administrator shall comply with the provisions of the legal provisions, the provisions of the Articles of Incorporation and the internal regulations of the Company on conflicts of interest, incompatibilities, including the integrity criteria provided by the Code of Ethics of the Company.

**10.2** The Administrator is bound to respect the confidentiality of any financial, technical and/or commercial information qualified as confidential or privileged according to the legal norms or contractual obligations assumed by the Company.

**Art. 11 Administrator's Remuneration**

**11.1** The Administrator, as a member of the Board, benefits from a fixed monthly allowance established under the law by the GMS.

**11.2** The fixed indemnity due to the Administrator during the term of office as member of the Board it is in gross monthly value of \_\_\_\_\_ RON.

**11.3** The payment of the fixed indemnity is made monthly, on the date of.....

**Art. 12. Confidentiality clauses during and after the exercise of the mandate**

**12.1** The term „Confidential Information” means and includes any information regarding the activity of the Company that is not public. Without limitation to the foregoing, confidential information includes:

- a) the contractual terms and any information relating to business partners, customers, agents, employees, entrepreneurs, investors or suppliers of the Company and the conditions under which the Company conducts business with each of these persons;
- b) any business, collaboration or development plans of the Company at national and international level or, where appropriate, non-public details of such plans;
- c) information on the Company's future plans, including, but not limited to, plans to expand to geographic areas, market segments or services, any information that may be routinely included in the Company's financial statements, including, but not limited to, the amount of the Company's asset, liability, net worth, income, expenses or net income except for that information whose disclosure is authorized under the Company's internal regulations;
- d) any other information acquired by the Administrator during the exercise of his or her term of office which he or she may reasonably be expected to reflect vulnerabilities of the Company;
- e) any information received by the Company from third parties who, in turn, have a duty of confidentiality about the existence of which the Company notifies;
- f) any information derived from all the above;
- g) any copies of all the above-mentioned information, except where such copies are requested by a court or other public authority, under the conditions laid down by the law.

## **12.2 Use and Disclosure of Confidential Information**

12.2.1 The Administrator acknowledges that he has acquired and/or will acquire Confidential Information during or in connection with the exercise of his mandate within the Company, and that any use of such Confidential Information by himself or by others of any purpose would seriously prejudice the Company, including in violation of legal obligations of the Company. Therefore, the Administrator accepts that, directly or indirectly, at any time during the term of the contract concluded with the Company or at any time after its termination, and regardless of when and for what reason this Contract shall cease, use or cause the use of any Confidential Information in connection with any activities or business, except for the public economic activities of the Company, and shall 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 judgment of a competent court or arbitral tribunal or any public authority which by law is entitled to receive such information.

12.2.2 In addition, the Administrator undertakes to notify the Company promptly of any act of a court or arbitral tribunal or other public authority, of the nature of those specified in the previous paragraph, so that the Company may adopt, according to the law, protective measures or other appropriate solution and continue to provide any assistance that the Company may reasonably request to guarantee such measures or solutions, if the protection measures referred to in the previous paragraph are not sufficient. The Administrator shall provide only that section of the Confidential Information that is legally required by the public authority concerned and shall make all reasonable and lawful efforts to obtain confidential treatment of any such Confidential Information disclosed.

## **12.3 Use and disclosure of information about third parties**

12.3.1 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”).

12.3.2 The Administrator accepts that, directly or indirectly, at any time during the term of the contract concluded with the Company, or at any time after its termination, and regardless of when and for what reason this contract will cease, will not use or cause the use of any Information relating to third parties except where permitted by a written agreement between the Company and that third party and unless required by any applicable law or by judgment of a competent court or arbitral tribunal or any other public authority which by law is entitled to receive such information.

In addition, the Administrator undertakes to notify the Company promptly of any act of a court or arbitral tribunal or other public authority, of the nature of those specified in the previous paragraph, so that the Company adopt, under the law, protective measures or other appropriate solution, if the protection measures are not sufficient, then the Administrator will provide only that section of the Information on third parties as required by law.

#### **12.4 Protecting trade secrets**

Nothing in this contract shall imply or affect in any way the rights of the Company to protect its trade secrets by any means prescribed by law.

#### **12.4 Extension over time of the compliance with confidentiality obligations**

The confidentiality obligations incumbent on the Administrator under this contract shall remain applicable after its termination for any reason and shall take effect for a period of at least 5 years.

#### **Art. 13. The Administrators' Evaluation Method**

**13.1** The execution of this mandate contract is subject to evaluation under the law according to the following types of evaluations:

- a) the evaluation of the Board's own performance;
- b) the evaluation of the Administrator's activity carried out by the GMS or by the Guardianship Public Authority;
- c) the assessment by AMEPIP of the fulfilment of key performance indicators.

#### **Art. 16. Force Majeure and Fortuitous Case**

**16.1** The parties undertake to notify each other in writing no later than 5 (five) days after the intervention of any cause of force majeure or fortuitous case, as defined by Law no. 287/2009 on the Civil Code, republished, as amended and supplemented, and in general to inform each other and in a timely manner on possible impediments likely to lead to difficulties in achieving the object of this contract.

**16.2** If the party invoking force majeure or the fortuitous case did not comply with the notification obligation or the deadline provided in 16.1, then the party will not be relieved of liability.

**16.3** In case of force majeure or fortuitous case, the parties will make joint efforts to mitigate the possible damage that would result from the intervention of such a cause.

#### **Art. 17. Disputes settlement manner**

**17.1** This contract is governed by good faith and construed in accordance with the provisions of the Romanian law.

**17.2** Any dispute arising between the Parties concerning the conclusion, execution, modification, termination or interpretation of the terms of this Agreement, which cannot be settled amicably, shall be submitted for settlement to the competent courts of Romania.

#### **Art. 18. Other Clauses**

**18.1** The Administrator agrees to the processing by the Company, if necessary, of personal data provided by the Administrator and/or obtained from third parties, including, without limitation, the personal numeric code and other personal identification data for the purpose of conducting legal relationships directly or indirectly related to this contract between the Company and third parties, as well as for statistical or marketing purposes. By this agreement, the Administrator declares that he has been informed about the provisions of Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, in particular on the right of access to data, the right to intervention on data and the right to opposition. The Administrator declares that, at the

end of the processing operations, he agrees that his personal data will be subject to further processing by the Company, its shareholders and, if necessary, other public authorities. The Administrator declares that he has been informed on his right to withdraw at any time his consent to the processing of personal data, their use for statistical or marketing purposes, their transfer abroad, as well as receiving commercial communications, through a written request addressed to the Company.

**18.2** The Administrator may not enter into an employment contract with the Company.

**18.3** Notifications

18.3.1. All notices/requests/communications regarding this contract, addressed by one party to the other, will be considered validly fulfilled if they are sent to the latter party by registered letter or fax/e-mail, with acknowledgement of receipt at the addresses provided in Art.1 of this contract or at those addresses that will be subsequently declared by any of the parties.

18.3.2 If a party changes the correspondence coordinates referred to in art.1 of this contract, it will be obliged to communicate to the other party within maximum 5 (five) working days, the new coordinates. The omission of the communication shall not give rise to liability of the party using the coordinates mentioned in the contract or the last notified ones, and the notifications made at the respective coordinates shall be valid.

**18.4** The professional liability insurance policy covering also the risks related to the execution of the Administrator's mandate will be contracted and paid by the Company under the terms of the public procurement legislation. The insured value is established by the Public Guardianship Authority, and the policy conditions will be established by the Company.

**18.5** This contract is not an employment contract and is not governed by the labor law.

**18.6** If certain clauses of this contract become legally ineffective, the validity of the other provisions of this contract will not be affected. In such cases, the parties shall in good faith renegotiate any clause that has become legally ineffective, adding the clause thus renegotiated to the provisions of this contract.

**18.7** If, at any time during the duration of this contract, one of the parties does not expressly insist to impose a certain provision of the contract, it does not mean that that party has waived such provisions or has waived the right to impose these provisions.

**18.8** The legal framework applicable to this contract applies by law and has legal effects without any prior formalities from the parties.

**18.9** The Administrator declares that he has become aware, prior to the appointment by the GMS and the acceptance of the mandate, of the terms of this contract and of the articles of incorporation of the Company, of his understanding of the terms and accept them in full.

**18.10** The Administrator declares that he has become aware prior to the appointment by the GMS and the acceptance of the mandate of the specific obligations stipulated in his task by the specific legal framework applicable to the Company, accepts, understands and is firmly committed to the observance of the confidentiality and loyalty obligations.

**18.11** The Administrator declares that he is not in any of the situations of incompatibility or competition provided by law, has full capacity to exercise to conclude this contract and to perform the obligations provided by it and in accordance with its provisions and the applicable legal framework and meets the requirements provided by law and the Articles of Incorporation of the Company for holding the capacity of administrator within the Board.

**This Mandate Contract will correspondingly comply with the legal regulations after the cease thereof and that are applicable.**

**Annexes no.1, 2 and 3 are integral part of this mandate Contract.**

In witness thereof we concluded today \_\_\_\_\_, on \_\_\_\_\_, in 2 (two) original copies, this mandate Contract, the parties declaring, also, having received each a copy, on the

*U/M*

occasion of the execution of this Contract.

**The Company CONPET SA**

By: .....empowered.  
By Resolution no ..... of the Ordinary  
General Meeting of Shareholders

**ADMINISTRATOR**

**Mr/Mrs**

.. ..... ..

## CONFIDENTIALITY RULES

### 1. Definitions

Term of “Confidential Information” means and includes any information regarding the economic activity of the Company that is not public, according to (i) the law, (ii) the decisions of the General Shareholders Meeting, (iii) the decisions of the Board of Directors and (iv) the internal regulations of the Company. Without limiting the foregoing, confidential information includes:

a) the contractual terms and any information relating to business partners, customers, agents, employees, entrepreneurs, investors or suppliers of the Company and 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 software developed, modified or used by the *Company*;

c) information of any kind compiled by the *Company*, including, but not limited to, information relating to products and services, advertising and marketing, as well as existing or potential customers, suppliers and/or business partners;

d) algorithms, procedures or techniques, or essential ideas and principles underlying such algorithms, procedures or techniques developed by or those used by the Company or otherwise known to the Company (excluding any public domain algorithm, procedure or technique), whether or not these algorithms, procedures, techniques, or techniques are part of a computer program, including but not limited to techniques for:

- identification of potential customers;
- effective communication with existing or potential customers;
- the reduction of operating costs or the increase of system efficiency.

e) that the *Company* uses, has used or has 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), whether such algorithms, procedures or techniques are part of a computer program or not;

f) marketing-finding strategies, developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or used by the Company, or any information relating to or reasonably likely to lead to the development of such a strategy;

g) information on the *Company's* future plans, including, but not limited to, plans to expand to geographic areas, market segments or services, any information that may be commonly included in the Company's financial statements, including, but not limited to, the amount of the Company's asset, liability, net worth, income, expenses or net income, or except for that information whose disclosure is authorized under the Company's internal regulations;

h) information that will be disclosed exclusively under the conditions set out in point 5;

i) any other information acquired by the Administrator during the exercise of his mandate that he may reasonably be expected to reflect the vulnerabilities of the *Company* and that would assist a competitor or potential competitor of the *Company* to compete successfully against the *Company*;

j) any information received by the Company from third parties who, in their turn, have a duty of confidentiality of whose existence the *Company* notifies;



l) any copies of all the above-mentioned information, except where such copies are required by a court or other public authority under the conditions provided by the law.

## **2. Use and Disclosure of Confidential Information**

The Administrator acknowledges that he has acquired and/or will acquire Confidential Information during or in connection with the exercise of his mandate within the Company, and that the use, for the purpose of concluding the Company, of such Confidential Information by himself or by other persons, would seriously jeopardize the Company's ability to continue its economic activity.

Therefore, the Administrator accepts that, directly or indirectly, at any time during the Mandate Agreement concluded with the Company or at any time after its termination, and regardless of when and for what reason this contract will cease, will not use or cause the use of any Confidential Information in connection with any activities or business, except for the business activities of the Company, and will not disclose or cause the 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 a court or arbitral authority, or by any public authority which by law is entitled to receive such information.

In addition, the Administrator undertakes to notify the Company promptly of any act of a court or arbitral tribunal or other public authority, such as those specified in the previous paragraph, so that the Company may adopt, under the law, protection measures or other appropriate solution and continue to provide any assistance that the Company may reasonably request to guarantee such measures or solutions.

Where the protective measures referred to in the previous paragraph are not sufficient. The Administrator shall provide only that section of the Confidential Information that is legally required by the public authority concerned and shall make all reasonable and lawful efforts to obtain confidential treatment of any such Confidential Information 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 Agreement concluded with the Company, or at any time after its termination, and regardless of when and for what reason this Agreement shall cease, use or cause the use of any Information relating to third parties persons, except where permitted by a written agreement between the Company and that third party, unless required by any applicable law or by a judgment of a court or arbitrated jurisdiction or by any other public authority which by law is entitled to receive such information.

Additionally. The Administrator undertakes to notify the *Company*, promptly, of any act of a court or arbitral tribunal or other public authority, of the nature of those specified in the previous paragraph, so that the Company adopt, under the law, protective measures or other appropriate solution. If the

protection measures are not sufficient, the Administrator will provide only that section of the Information on third parties as required by law.

#### **4. Protection of the Trade Secrets**

No provisions of this Agreement shall involve the Company or affect in any way its rights to protect its trade secrets by any means prescribed by law.

#### **5. Disclosure of Information by the Company**

During the performance of the Contract of mandate and on the date of termination of this Contract of mandate, the Administrator shall promptly disclose and hand over to the *Company*, to the extent such disclosure would reasonably be deemed to be in the *Company's* interest, 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 relating to the Company's economic activities or to the Administrator's activity 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 work within the Company, or whether such algorithms, procedures or techniques have been incorporated into a computer program;

(ii) all and any marketing-setting strategies, the essential ideas and principles underlying these strategies and any information that could reasonably lead to the development of such strategies designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his work within the *Company*;

(iii) information on all and any products and services, the essential ideas and principles underlying these products and services, designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator along his 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 for by the Administrator in the course of his activity within the *Company*, where such ideas or information could reasonably be regarded as useful or valuable to the Company.

## **6. Confidentiality of the Information to be disclosed**

The parties agree that the Information to be disclosed, according to item 5, is, in its turn subsumed to the sphere of the Confidential Information, as defined in section I of this Annex, and the Administrator undertakes to use and retain all information that will be disclosed under section 5 in the same way as the Privacy Information, while respecting the provisions of section 3 of this Annex regarding the confidentiality of Information relating to third parties.

By exception to the provisions of this paragraph, the Information disclosed under item 5 shall not be considered Confidential Information for the purposes of this Mandate Contract, in so far as it is not related to the economic activity of the company and has a general applicability and may be used in any industry.

## **7. Time-bound of compliance with the confidentiality obligations**

The confidentiality obligations incumbent to the Administrator under this Annex, an integral part of the mandate Contract, remain applicable also after the termination of this mandate Contract and will produce effects for a period of 5 (five) years.

**The Company**  
**CONPET SA**

**Administrator**  
**Mr/Mrs**

By:.....empowered,  
By Resolution number....of the Ordinary  
General Meeting of Shareholders

## NON-COMPETITION OBLIGATIONS

### Non-competition

During the exercise of his mandate in the *Company*, the Administrator, directly or indirectly, agrees and undertakes:

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

The non-competition obligation takes effect on the territory of Romania, as well as in the countries where the company operates or intends to operate.

*The non-competition obligations incumbent to the Administrator under this Annex, an integral part of the Contract of Mandate, shall remain applicable after the termination of this Contract of Mandate and shall take effect for a period of 5 (five) years.*

### Abstention from service request

During the exercise of his mandate in the Company, the Administrator, directly or indirectly, with or without commission will not:

- a) determine or attempt to determine any employee, consultant, supplier, buyer or independent contractor of the Company to cease its relationship with the Company;
- b) use, retain as a consultant or entrepreneur, or determine the employment or retention of any employee, employment/conclusion of a contractual relationship with any agent, consultant, service or product supplier, buyer or independent contractor of the Company, *so that the action cause damage to the company.*

### Breach of non-compete obligations

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

**The company CONPET SA**  
By: ..... empowered,  
By Resolution no ..... of the Ordinary  
General Meeting of shareholders

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

## **CRITERIA OF INTEGRITY**

Considering the fact that:

- the members of the Board of Directors have the obligation to declare any personal interests that may come in contradiction with the objective exercise of the duties they exercise in the performance of their mandate;
- members of the Board of Directors are obliged to take all necessary measures to avoid conflict of interest and incompatibilities;
- early identification and timely removal of the premises of corruption are priority and imperative;
- ethics refers to individual behavior, in the organizational context or not, which can be appreciated or evaluated also from the perspective of the values, principles and ethical rules at the level of the Company;
- honest behavior is that behavior that is ethically valued or evaluated as correct. Integrity, as an individual value, refers to this ethical correctness, which cannot be defined in legal and professional correctness;
- behavior lacking integrity is a form of undermining the mission of society leading to a toxic organizational climate for employees and third parties, and affecting the legitimate interests of all involved, including the public

The Administrator of the Company assumes the following integrity criteria:

1. is a competent person, fair and willing to contribute to the development of society;
2. adheres to the values and principles of the code of ethics of the company;
3. makes decisions only in the interests of society (decisions are not made to acquire financial benefits or other material advantages for themselves, family have close);
4. has no business or contracts with the company for which it operates as a member of BoD, or with a partner company;
5. ensure compliance with the principle of transparency regarding his decisions and actions;
6. has the duty to declare any particular interests related to the fulfillment of the specific responsibilities of the mandate and to take a stand in the sense of solving any conflicts of interest that may arise, so as to protect the interest of the society;
7. is responsible for its decisions and actions in front of shareholders and is subject to any performance evaluation in fulfilling the mandate;
8. must not create financial or other obligations towards organizations or natural or legal persons that would influence the way in which they carry out their specific duties in the mandate received from shareholders;
9. does not record overdue payments to the state budget as a natural person;
10. the criminal investigation against him has not been initiated, he has not been sued or convicted for committing a corruption offense or a deed related to non-compliance with the regime of prohibitions, tor incompatibilities, conflict of interest or declaration of assets, misappropriation of funds, tax evasion, acts related to the exercise of the duties of administrator, or for any other acts provided by the criminal law;
11. against him/her was not ordered by the National Integrity Agency an act of finding that remained final, regarding the violation of the legal obligations regarding unjustified assets, conflict of interest or

incompatibilities regime

12. it has not been established, by a court decision, as a permanent collaborator or security worker, as a political police, according to the law, and has not promoted/promoted ideas or extremist actions (racism, xenophobia, anti-Semitism);

13. has not obtained titles and diplomas first plagiarism or intellectual theft proven by final court decisions;

14. is not under judicial control for any type of crime, as well as under preventive or home arrest;

15. has not shown any abusive, aggressive or inappropriate behavior towards colleagues;

16. is effectively involved in promoting the integrity of society and provides its own example of integrity, sanctioning or adequately managing violations of rules, from the smallest, of the type of significant deviations, to the most serious, of the level of crimes.

**The company CONPET SA**

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

**ADMINISTRATOR**

**Mr/Mrs**

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