

MANDATE CONTRACT
no. from

Art.1. The parties to the contract

THE COMPANY....., with the registered office in Romania, registered at the Trade Registry Office under no....., with the TIC, represented by Mr., identified by ID series no., PIN, as a representative in the General Meeting of Shareholders in accordance with no. from, by which he is mandated to sign this mandate contract (hereinafter referred to as "the Principal", "the Company" or ".....")

and

Mr....., Romanian citizen, born on....., domiciled in....., hereinafter referred to as "**Principal**" or "Administrator",

hereinafter individually referred to as "Party" or "Parties",

Given the following:

1. The decision of the General Meeting of Shareholders no ... from, by which Mr./Ms. is appointed in the position of Administrator, for a mandate starting from the date of signing this contract, until
2. Mr./Ms. expressly accepted to hold and exercise the position of Administrator of the Company according to the Affidavit authenticated at by no. from
3. According to the provisions of Law no. 31/1990 on commercial companies, republished, with subsequent amendments and supplements;
4. According to article 29 paragraph (1) from GEO no. 109/2011 on the corporate governance of public enterprises, approved with amendments and additions by the Law no. 111/2016, with subsequent amendments and additions, brought by the Law no. 187/2023, the members of the Management Board are appointed by the General Meeting of Shareholders, upon the proposal of the Selection and Nomination Commission.
5. According to the provisions of the Government Decision no. 639/2023 for the approval of the methodological regulations for the application of the Government Emergency Ordinance no. 109/2011 on the corporate governance of public enterprises.

Art.2. Duration of the Mandate Contract

2.1 This Agreement takes effect from the date of signing this Agreement until or, as the case may be, until the date of occurrence of a legal or conventional cause of termination of this mandate.

2.2. The mandate can be renewed only if the requirements established by law and the Articles of Association are met.

Art.3. The subject of the mandate contract

3.1 The subject of the mandate contract is to participate in the administration of the public enterprise. The principal can do all the operations required to fulfill the object of activity of the public enterprise, apart from the restrictions shown in the articles of association. He exercises his mandate with loyalty, in the interest of the public enterprise, with the prudence and diligence of a good administrator. The administrator's obligations are regulated by the provisions of the articles of association of the public enterprise, those of the mandate contract and those provided for in the legislation applicable to public enterprises.

Art.4. The limits of the mandate

4.1 The general limits of the mandate are those established by the incidental legal provisions of the articles of association and those provided for in this contract.

4.2 The special limits of the mandate are those established by the principal through written decisions and communicated to the principal.

4.3 The legal limits of the mandate are supplemented by the conventional ones established by this mandate contract, by decisions of the Principal or by decisions of the County Council.

4.4 In case of doubt regarding the extent of the mandate, it is interpreted restrictively.

4.5 The limits of the right of representation, as well as the limits of the right of delegation of the right of representation of the mandate are those established by the incidental legal provisions, the articles of association, the decisions of the mandate and those of this contract.

Art.5. Remuneration of the Principal

5.1. The administrator's total annual remuneration package is composed of the following three components:

a) The fixed financial component, which consists of a fixed monthly allowance;

b) The variable financial component, which consists of an annual variable allowance, in the case of executive administrators;

c) The non-financial component, which consists of a compensation and benefits package.

5.2. In the case of the non-executive members, the remuneration consists of a gross fixed monthly allowance, which is in the amount of lei, representing 3 times the average of the last 12 months of earnings average monthly gross salary for the activity carried out according to the main object of activity registered by the company, at class level, according to the classification of activities in the national economy, communicated by the National Institute of Statistics prior to the appointment. The remuneration level, within the ceiling, is proposed by the remuneration committee of the company's management board, approved by the Public Supervisory Authority and notified to the Agency for the Monitoring and Evaluation of the Performance of Public Enterprises, taking into account the reference criteria from the private sector, as well as the complexity of the operations carried out by the company.

5.3. In the case of executive members, the remuneration consists of a fixed monthly component and a variable component.

5.3.1 The monthly fixed component is in the amount of lei, which can exceed 3 times, but not more than a maximum of 6 times the average over the last 12 months of the average monthly gross salary for the activity carried out according to the main object of activity registered by the company, at class level, according to the classification of activities in the national economy, communicated by the National Institute of Statistics for the monthly periods in which the company cumulatively meets at least the following conditions:

a) it has no outstanding debts to the general consolidated budget;

b) it has no outstanding debts to suppliers and other creditors;

c) it has the investment programs implemented according to the execution schedules;

d) it has no previous accounting losses and no current accounting losses.

5.3.2 The variable component is in the amount of lei, representing 6 averages over the last 12 months of the average gross monthly salary for the activity carried out according to the main object of activity registered by the company and it will be based on the indicators of financial and non-financial performance, negotiated and approved by the public supervisory authority, determined in compliance with the methodology approved by joint order of the Minister of Finance and the Secretary General of the Government. The variable component is granted only if the company cumulatively meets at least the following conditions:

a) it has no outstanding debts to the general consolidated budget;

b) it has no outstanding debts to suppliers and other creditors;

c) it has implemented investment programs according to execution schedules;

d) it has no previous accounting losses and it does not record current accounting losses;

e) the level of the profitability rate determined as the ratio between the net profit and the turnover is higher than 5%;

f) the increase in turnover in the current year compared to the previous year is higher than 2.5%.

5.4. The payment of the variable component is made annually and it will be proportional to the degree of achievement of the performance indicators and the objectives assumed through the Management Component of the Management Plan approved by the Management Board.

5.5 The compensation and benefits package granted to the principal, which does not vary based on the principal's evaluated performance, includes:

1. A professional liability insurance, according to Annex 1d, paragraph 4, subparagraph c) of the G.D. no. 639/2023;
2. An annual professional training program in the field of corporate governance/management, according to Annex 1d, paragraph 4, subparagraph e) of the G.D. no. 639/2023;

Art.6. Rights and obligations of the administrator

6.1 The administrator rights

6.1.1 To receive monthly, the payment of a remuneration consisting of a fixed monthly allowance and a variable component, as appropriate;

6.1.2 To benefit from DSA (day subsistence allowance) and travel expenses (transportation, accommodation, additional expenses) in the interest of the Company, in compliance with the legal provisions in force;

6.1.3 To benefit from professional civil liability insurance;

6.1.4 To benefit from specialized assistance insurance to substantiate decisions taken within the board, including contracting the services of experts, advisors or specialized personnel, employed, under the law, under a fixed-term employment contract;

6.1.5 To benefit from any other advantages provided for in the articles of association of the public enterprise or which are approved by the Public Tutelary Authority/General Meeting of Shareholders/Associates;

6.1.6 To receive payment of damages in the event of revocation without just cause, except for the situations provided for in art. 13, paragraph (5), article 30, paragraph (3³) of the Government Emergency Ordinance no. 109/2011, and article VII paragraph (2) of Law no. 187/2023 amending and supplementing the Government Emergency Ordinance no. 109/2011 on the corporate governance of public enterprises.

6.2. The administrators' obligations

6.2.1 To develop the management plan within the period provided for by art. 13 paragraph (1), respectively by art. 30 paragraph (1) of the Government Emergency Ordinance no. 109/2011;

6.2.2 To negotiate the key performance indicators with the guardianship Public Tutelary Authority/General Meeting of Shareholders/Associates, as the case may be, within the period provided for by art. 13 paragraph (4), respectively by art. 30 paragraph (4) of the Government Emergency Ordinance no. 109/2011;

6.2.3 To meet the objectives and key performance indicators provided for in the annex to the contract;

6.2.4. To contribute to the development of the public enterprise's draft budget and, as the case may be, the activity program for the following financial year;

6.2.5 To prepare for and participate in the meetings of the board, in the specialized committees, as well as in one or more advisory committees established at the board level;

6.2.6 To prepare for and participate in the General Meetings of Shareholders/Associates;

6.2.7 To fulfill the obligation to represent the company, if this assignment has been expressly granted to him/her;

6.2.8 To participate in the preparation and transmission, to the Public Tutelary Authority, the AMEPIP (The Agency for Monitoring and Evaluation of the Performance of Public Enterprises), the Ministry of Finance and other authorities, of the reports provided for by the law, of the reports on the activity of the public enterprise and the status of the achievement of the key performance indicators in the mandate contract, as well as, where applicable, of information regarding the mandate contracts of the directors;

- 6.2.9 To formulate proposals regarding the development strategy of the public enterprise;
- 6.2.10 To participate in the selection, appointment and dismissal of directors or members of the directorate, the evaluation of their activity and the approval of their remuneration;
- 6.2.11 To approve the recruitment and dismissal, as appropriate, of the head of the internal audit and to receive from him, whenever requested, reports on the activity of the public enterprise;
- 6.2.12 To participate in at least one continuous professional training program/year in the field of activity of the public enterprise, corporate governance, management, as well as in any other fields relevant to the public enterprise;
- 6.2.13 To verify the operation of the internal managerial control system;
- 6.2.14 To report conflicts of interest and incompatibilities for the members of the administrative and management bodies or for the staff of the public enterprise;
- 6.2.15 To declare, in accordance with the legislation in force and the code of ethics, any existing conflicts of interest and incompatibilities; in situations of conflict of interest, the administrator has the obligation to refrain from participating in the decision-making process within the board/advisory committees/in the exercise of administrator duties;
- 6.2.16 To comply with the obligation of non-competition and information according to art. 153¹⁵ and 153¹⁷ of Law no. 31/1990, republished, with subsequent amendments and completions;
- 6.2.17 To exercise the mandate with the loyalty, prudence and diligence of a good administrator, in the exclusive interest of the public enterprise;
- 6.2.18 To comply with the legal and statutory provisions regarding lending and concluding legal documents with the public enterprise;
- 6.2.19 To comply with other obligations provided for by law, the constitutive act and the internal regulations adopted at the level of the public enterprise.

Art.7. Rights and obligations of the public enterprise

7.1. The public enterprise rights

- 7.1.1 To request information, reports and other documents regarding the fulfillment of the mandate;
- 7.1.2 To negotiate the key performance indicators within the time frame provided by the law;
- 7.1.3 To evaluate the activity based on the approved key performance indicators, annex to the contract;
- 7.1.4 To promote the liability action and the action for compensation for damages caused to the enterprise by the breach of the duties provided by law and the articles of association;
- 7.1.5 Other rights provided by law, the articles of association and the internal regulations adopted at the level of the public enterprise.

7.2. The public enterprise obligations

- 7.2.1 To make the payment of remuneration;
- 7.2.2 To make the payment of professional liability insurance;
- 7.2.3 To make the payment of any other benefits provided for in the articles of association of the public enterprise or which are approved by the public supervisory authority/general meeting of shareholders/associates;
- 7.2.4 To ensure the conditions for the administrator to carry out his activity through his full freedom in the exercise of his mandate.

Art.8. The liability of the parties

- 8.1 The Mandate Agreement includes provisions regarding the legal liability of the parties, the exercise of liability action and the action for damages.
- 8.2 The Parties are liable for the failure to fulfill or for the improper fulfillment of the obligations established by the regulations and legal provisions, the provisions of the Articles of Association of S.C. S.A., the decisions of the General Meeting of Shareholders and the Management Board, as well as the obligations assumed by this Mandate Agreement.
- 8.3 The Parties are civilly liable, under the law, for the damages caused to S.C. S.A. in the exercise of this mandate.

- 8.4 S.C. S.A. is not liable for the actions performed by the Principal by exceeding its powers.
- 8.5 In the event of the Principal being revoked without just cause, the Attorney-in-fact will pay the Principal the damages in accordance with the provisions of art. 6.1.6 of this Mandate Agreement.
- 8.6 The Force majeure causes, as defined by law, shall exempt the parties from the contractual liability.
- 8.7 If the Attorney-in-fact has decided to initiate liability action against the Principal, the Contract shall terminate by operation of law from the date on which the Principal was notified of this.

Art.9. The duties of the administrators and of the Council in the administration of the public enterprise

To be filled-in from the Organization and Operation Regulations

Art.10. Conditions for the modification, termination and renewal of the mandate

10.1 Conditions for amending the mandate contract:

- a) by the agreement of the parties expressed in an additional document concluded in compliance with the substantive and formal conditions provided for by law upon its conclusion;
- b) as a result of legislative amendments likely to impact the contractual provisions in force;

10.1.1 The provisions of the Mandate Contract may be amended, after prior notification issued by the interested Party, with the agreement of both parties, by additional act.

10.2 Conditions for terminating the mandate contract:

- a) the expiration of the term for which it was concluded, if it was not renewed under the terms of the law;
- b) resignation;
- c) death;
- d) the failure to meet the key performance indicators included in the mandate contract, for reasons attributable to the administrator;
- e) the opening of general insolvency or bankruptcy proceedings;
- f) the violation of legal provisions regarding conflicts of interest, incompatibilities, including the integrity criteria provided for by the Code of Ethics of the public enterprise, non-competition obligations;
- g) violation of confidentiality obligations regarding any financial and/or commercial information qualified as confidential or privileged according to legal norms or contractual obligations assumed by the public enterprise;
- h) the Mandatory's renunciation of the entrusted mandate, in compliance with the 60 calendar days' term for prior notification;
- i) the agreement of the Parties concluded in writing;
- j) the occurrence of a case of incompatibility or a prohibition provided for by law, ascertained according to law;
- k) the occurrence of a Force Majeure situation or of unforeseeable circumstances that makes it impossible to continue the execution of this Contract;
- l) other causes provided by law.

In the event of a liability action being initiated against the administrator, his mandate shall terminate by law.

10.3 The renewal of the mandate following an evaluation process provided for by Government Emergency Ordinance no. 109/2011 and by these methodological norms, with subsequent amendments and completions brought by Law no. 187/2023 and G.D. no. 639/2023.

Art.11. Performance objectives and key performance indicators, including those for determining the variable component of the remuneration, as applicable, as well as the conditions for their revision

11.1 The objectives and key performance indicators, established by the Management Board of S.C. S.A. are mentioned in Annex 1 to the contract, as well as the conditions for their revision.

Art.12. Integrity and ethics criteria

12.1 To comply with the Company's Code of Ethics.

12.2 To report conflicts of interest, defined in accordance with the legislation in force and the Company's internal regulations, and to abstain in a documented manner from making decisions in the event of a conflict of interest.

12.3 To notify the Management Board whenever, in certain operations, he/she knows that his/her spouse, relatives or in-laws up to the 4th degree inclusive are interested.

12.4 Not to disclose confidential and sensitive information and to treat it with due discretion and in accordance with the provisions of the mandate contract, as well as to possess and maintain an excellent professional reputation.

Art.13. Non-payment/Refund of the variable component of remuneration

13.1 If the payment of the variable component of the remuneration has become excessively onerous due to exceptional circumstances the extent of which was not and could not have been taken into account by the parties when concluding the mandate contract, the public enterprise is entitled to request a reasonable and equitable adaptation of the mandate contract. If the parties do not agree on the adaptation of the contract, the public enterprise is entitled to notify the court in accordance with the provisions of art. 1.271 of Law no. 287/2009 on the Civil Code, republished, with subsequent amendments and completions.

13.2 The mandate contract is also adapted if the payment of the variable component of the remuneration endangers the capitalization of the public enterprise.

13.3 If the variable component is granted based on incomplete or incorrect data, the Principal is forced to refund the amounts received unduly, otherwise the public enterprise is forced to file a refund action.

Art.14. Confidentiality clauses, during and after the exercise of the mandate

14.1 As used in this Mandate Agreement, the term "Confidentiality Clauses" means and includes:

14.1.1 the terms of the contract and any information regarding the business partners, customers, agents, employees, contractors, investors or suppliers of S.C. S.A., as well as the conditions under which S.C. S.A. carries out economic activities with each of these persons;

14.1.2 computer programs (including source code and object code) or software developed, modified or used by S.C. S.A.;

14.1.3 algorithms, procedures or techniques, or essential ideas and principles underlying such algorithms, procedures or techniques developed by or used by S.C. S.A. or otherwise known to the Company (other than any algorithms, procedures or techniques that are in the public domain), whether or not such algorithms, procedures or techniques are part of a computer program, including but not limited to techniques for:

(i) the identification of possible customers;

(ii) the effective communication with existing or potential customers;

(iii) the reduction by S.C. S.A. of operating costs or increasing system efficiency;

14.1.4 the fact that it uses, it has used or it has evaluated the possibility of using any particular database, data source, algorithm, procedure or technique or the essential ideas and principles underlying such algorithm, procedure or technique developed or provided by a person other than the Company (including any algorithm, procedure or technique in the public domain) regardless of whether such algorithm, procedure or technique is part of a computer program or not;

14.1.5 the pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or used by S.C. S.A., or any information regarding or that could reasonably lead to the development of such strategies;

14.1.6 any information received by the Principal, in connection with S.C. S.A., from third parties who, in turn, have an obligation of confidentiality about the existence of which they notify the Principal;

14.2 The principal undertakes to maintain the confidentiality in accordance with this Mandate Agreement, agreeing to comply with every restriction and obligation in this Mandate Agreement,

throughout the duration of the mandate as well as for a period of 2 years from the date of termination of the mandate, regardless of how such termination occurs.

14.3 The Principal undertakes not to disclose the Confidentiality Clauses to any person, except in the situations provided for by law or in the case of the prior written consent of S.C. S.A., given by the Management Board, or except in cases where it is stipulated otherwise in this Mandate Agreement.

14.4 All the foregoing obligations arising hereunder but for which the restrictions do not apply to that part of the Privacy Clauses for which the Principal proves that:

14.4.1 it was made public otherwise than as a result of a disclosure by the Principal; or

14.4.2 it was available to the Principal on a non-confidential basis prior to any disclosure made by S.C. S.A. to the Principal but only if:

(i) the source of such information was not legally or contractually bound not to disclose such information,

(ii) The Principal promptly informs the Company that he is in possession of such information.

14.5 The confidentiality obligation of the Confidentiality Clauses survives the term of this Mandate Agreement and it extends for a period of 2 years after the termination of this Mandate Agreement, regardless of how such termination occurs.

14.6 In case of malicious breach of the obligation of confidentiality, the Principal is obliged to pay S.C. S.A. compensation for the damages caused to S.C. S.A. within the limit of no more than 6 (six) monthly remunerations.

14.7 No provision in this section shall be interpreted in the sense of preventing the Management Board from disclosing, under the conditions established in this Mandate Agreement, information to the public, the General Meeting of Shareholders or the relevant authorities, if such disclosures are required by law, the S.C. S.A. articles of association or by decisions of the General Meeting of Shareholders.

Art.15. The method of evaluating administrators

15.1 The performance of administrators is evaluated based on financial and non-financial key performance indicators, which are the result of the administration component of the administration plan;

15.2 In accordance with the provisions of article 30 paragraph (7) of the Government's Emergency Ordinance no. 109/2011, the evaluation of the administrators' activity is carried out annually by the General Meeting of Shareholders, with the support of experts in such evaluations, as appropriate. The evaluation covers both the execution of the mandate contract and the management plan.

15.3 The Agency for Monitoring and Evaluation of the Performance of Public Enterprises has the obligation to evaluate the fulfillment of key performance indicators.

Art.16. The participation in specialized advisory committees, established at the level of the council according to the law, as well as in other committees, depending on the specifics of the public enterprise

16.1 In accordance with the provisions of article 34, paragraph (1) of the Government Emergency Ordinance no. 109/2011, the nomination and remuneration committee, the risk management committee and the audit committee are established within the Management Board. In the case of boards made up of 3 members, the duties of the risk management committee can be delegated to the audit committee, with the notification of the Public Tutelary Authority. Through the articles of incorporation, the possibility of setting up other advisory committees can also be established.

Art.17. Administrator independence clauses

17.1 The Principal declares the existence of his independent status prior to signing the mandate contract, in order to allow the Attorney-in-fact to nominate a Management Board that complies with the requirement that the majority of its members be composed of independent non-executive administrators.

17.2 The Principal is considered independent if, according to the provisions of art. 138² of Law no. 31/1990, republished, with subsequent amendments and additions, he complies with the following:

17.1 The Principal declares the existence of his independent status prior to signing the mandate contract, in order to allow the Attorney-in-fact to nominate a Management Board that complies with the requirement that the majority of its members be composed of independent non-executive administrators.

17.2 The Principal is considered independent if, according to the provisions of art. 138² of Law no. 31/1990, republished, with subsequent amendments and additions, he complies with the following:

- (i) He is not a director of the company or of a company he controls and if he hasn't held such a position in the last 5 years;
- (ii) He is not an employee of the company or of a company he controls or if hasn't had such an employment relationship in the last 5 years;
- (iii) He does not receive or he has not received from the company or from a company he controls additional remuneration or other advantages, other than those corresponding to his capacity as a non-executive administrator;
- (iv) He is not a significant shareholder of the company;
- (v) He has not business relations or if he has not had in the last year business relations with the company or with a company he controls, either personally or as an associate, shareholder, administrator, director or employee of a company that has such relations with the company, if, by their substantial character, they are likely to affect his objectivity;
- (vi) He is not a financial auditor or he has not been in the last 3 years a financial auditor or associate employee of the current financial auditor of the company or of a company he controls;
- (vii) He is a director of another company where a director of the company is a non-executive director;
- (viii) He has not been a non-executive administrator of the company for more than 3 mandates;
- (ix) He has no family relations with a person in one of the situations provided for in letters a) and d).

Art.18. The conditions of the assistance contract at the council level

18.1 The Principal has the right, together with the other members of the Management Board, to request the Public Tutelary Authority to purchase specialized consulting or assistance services to substantiate its decisions, for example, but not limited to: audits, anti-fraud investigations, market analysis and others.

Art.19. Force Majeure

19.1 Each party may suspend the performance of any obligation under the Mandate Agreement for any period during which it is prevented from performing that obligation as a direct result of a Force Majeure event.

19.2 Force Majeure is an unforeseen and unavoidable event that occurs during the duration of the Mandate Agreement, which is beyond the control of the parties and which prevents the full or partial fulfillment of their contractual obligations. These events include but they are not limited to war, earthquake, fire, storm, flood and other similar natural disasters.

19.3 In order to have exculpatory effects, both the beginning and the end of the Force Majeure event must be notified to the other party within 3 calendar days of its occurrence. The failure to give notice will cause the non-complying party to bear all the damages caused to the other party by the failure to give timely notice.

19.4 If the Force Majeure event extends for a period longer than 45 days, each party may request the termination of the Mandate Agreement without any compensation for any of them.

Art.20. The method of settling disputes

20.1 Any misunderstandings arising from the conclusion, interpretation, execution or modification of the clauses of this Mandate Agreement shall be resolved amicably, within no more than 30 calendar days from the notification.

20.2 Any dispute that cannot be resolved under the above conditions will be resolved by the competent courts in Romania.

Art.21. Other clauses

21.1 This Mandate Agreement may not be modified or supplemented except with the prior written agreement of the Parties. No Party shall have the right to transfer, assign or delegate its rights and obligations under this Mandate Agreement, without the prior written consent of the other Party, with the exception of the delegation of the powers of the principal through powers granted to certain employees of S.C. S.A. if the principal is on vacation, medical leave, business trip and/or other situations provided for by law.

21.2 References to legal provisions contained in this Mandate Agreement are considered to be made to similar references in case of modification, addition or repeal.

21.3 The non-exercise or the delayed exercise by a Party of any right in this Mandate Agreement shall not be considered a waiver of that right, and the singular or partial exercise of any such right shall not prevent the re-exercise or the future exercise of that right or of any other right.

21.4 In the event that any provision of this Mandate Agreement or any application thereof is deemed void, illegal or unenforceable, it will not affect the validity, legality and applicability of the rest of the provisions of this Mandate Agreement.

21.5 This Mandate Agreement, the rights and obligations of the parties, will be governed, interpreted and implemented in accordance with the Romanian law.

This Contract was concluded today,, in Romanian, at the Principal's headquarters, in two original copies, of which 1 copy is for the Principal.

ATTORNEY-IN-FACT
S.C. S.A.

.....

PRINCIPAL

.....

APPROVED
LEGAL DEPARTMENT

OBJECTIVES AND KEY PERFORMANCE INDICATORS

Conditions for reviewing performance objectives and key performance indicators – Legal clarifications

G.D. no. 639/2023

Art. 18

The initiative to review the objectives and the fulfillment degrees of the key performance indicators can come from both the council and the Public Tutelary Authority.

Art. 19

(1) The Board issues the recommendations for revising the values of the performance indicators, used as a basis for establishing the variable component of remuneration, to the state/associate shareholder, through the Public Tutelary Authority, and to the other shareholders, if applicable.

(2) In the event that the Public Tutelary Authority initiates the review process, the objectives and the degrees of fulfillment of the key performance indicators, it forwards its proposals to the board and, as the case may be, to the other shareholders.

Art. 20

(1) If it is found that the recommendations for review provided for in art. 19 para. (1) have an impact on the effectiveness and efficiency of the enterprise, the procedure for convening the general meeting of shareholders in the case of companies is initiated, for the approval of the new levels subject to modification.

(2) In the case of autonomous governments, the council submits the new levels of performance indicators to the public guardianship authority for approval.

(3) The levels of the indicators approved by the general meeting of shareholders/associates or the public tutelary authority, as the case may be, will be specified in an additional act to the mandate contract.

Art. 22

The objectives and degrees of fulfillment of the KPI (key performance indicators) can be modified, as appropriate, in the following situations:

a) favorable market conditions;

b) force majeure;

c) the full non-allocation of the amounts from the state budget or the local budget, according to the commitments assumed by the tutelary public authority at the time of concluding the mandate contracts;

d) other causes not attributable to the administrators and which do not affect the achievement of the objectives and targets set for the entire mandate.

Art. 23

(1) To modify the KPI values, the procedure provided for their initial approval is followed.

(2) The modified values of the KPI are sent to AMEPIP for approval and inclusion in the scoreboard.

Annex 2 to the mandate contract no. _____ from _____

NON-COMPETITION OBLIGATIONS

1. Non-competition:

During the exercise of the mandate or in the Company, the Principal, directly or indirectly, either in his own name or as an employee, agent, consultant, administrator, director, member of any administrative or management body, partner, shareholder, investor or in any other capacity held at another company, agrees and undertakes:

1.1 not to engage in any activity or business that is in real competition with or similar to a main activity or business of the Company (those defined by the main object of activity), or with an activity or business that the Company carries out or it proposes to carry it out and not to promote or support, financially or otherwise, such an activity/business; or

1.2 not to assist in any way, any person whose activities are in competition with or who damages in any other way the commercial activities of the Company.

2. The refrain from requesting services:

During the exercise of the mandate or in the Company, as well as after its termination for a period of 24 months, the Principal, directly or indirectly, with or without commission, either in his own name or as an employee, agent, consultant, administrator, director, a member of any administrative or management body, associate, shareholder, investor or in any other capacity held at another company with the same object of activity:

2.1 will not cause or will not attempt to cause any employee, consultant, supplier, buyer or independent contractor of the Company to terminate or modify in any way (for example by reducing orders placed with the Company) its relationship with the Company;

2.2 will not use, retain as a consultant or contractor, or cause the employment or retention of any employee, consultant, supplier, buyer or independent contractor of the Company.

2.3 will not request or accept any business, patronage, orders, buyers or customers for himself or any other person or entity, from any customer or buyer of the Company that represents 20% or more of the Company's revenues in the last three calendar quarters prior to that termination or grant any other person, firm or corporation the right to do any of the above;

2.4 will not interfere with, or affect or attempt to affect the Company's business relations (expressly, implicitly or otherwise) with any of its customers, buyers or suppliers.

3. The breach of non-compete obligations

Any violation of the obligations contained in this annex by the Principal entitles the Company to request compensation from him for the damages caused to the Company.

ATTORNEY-IN-FACT
S.C. S.A.

PRINCIPAL

Annex 3 to the mandate contract no. _____ from _____

CONFIDENTIALITY AGREEMENT

Concluded between:

1. Mr. _____ as a representative in the General Meeting of Shareholders in accordance with no. of, by which he is mandated to sign, this contract of mandate (hereinafter referred to as the "Attorney-in-fact" or the "Company")

And:

2. Mr. _____ as Administrator (hereinafter referred to as PRINCIPAL), referred to collectively as "Parties" and individually as "Party" / "Each Party"

Chapter 1. Definitions

In this Confidentiality Agreement, the terms used will have the following meanings:

The representatives of S.C. S.A.	are all the employees, agents, advisers, auditors, consultants and any other persons authorized to represent and legally hire the company;
The principal	The administrator
The contract	is the Mandate Contract no. _____ dated _____
	Concluded between S.C. S.A. and the Principal;

The Confidential Information is:

All the information, the commercially sensitive information and the written or oral data of any type issued in tangible or intangible form, relating to the company, to any aspect of any nature of its activity that can be used in any form and on any medium and that is provided by the company to the Principal;

Any analyses, compilations, data, reviews, summaries, forecasts or any other documents (handwritten or processed in any other way), drawn up by the Principal which contain or which are based in whole or in part on the information provided by _____ **S.A.** and/or its Representatives;

The information designated as "Professional secrecy" is the information belonging to _____ **S.A.** which is registered and properly marked in accordance with the legal provisions.

The following do not fall into the category of confidential information:

Information already known by the Principal if this information was not provided under a confidentiality agreement or which is not subject to other confidentiality obligations assumed by the Principal towards _____ **S.A.** and/or the representatives of _____ **S.A.** In all cases, the burden of proving the fact that the Principal took possession of Confidential Information prior to the signing of this Confidentiality Agreement shall rest with the Principal;

Information that is public or it becomes public by any means that excludes the fault or negligence of the Principal;

Information made available to the Principal legally and without the obligation of confidentiality by a third party who, in turn, to the Principal's knowledge, is not bound by the obligation of confidentiality towards _____ **S.A.** and/or the representatives of _____ **S.A.**

The documents concerning the activity of the PRINCIPAL, as well as the mandate contract no. _____ dated _____, with all provisions, annexes, additional documents and subsequent amendments.

Chapter 2. Subject of the Confidentiality Agreement

The object of this Confidentiality Agreement is the Principal's commitment to maintain the privacy of the Confidential Information in the administration activity, as well as the Attorney-in-fact's commitment to maintain the confidentiality of data and information related to the performance of the

PRINCIPAL's activity and the provisions of the mandate contract no. _____ dated _____, with all provisions, annexes, additional documents and subsequent amendments, for a period of two years from the termination of the mandate;

In this respect, the obligations of the Parties are as follows:

The Principal undertakes:

To strictly maintain the privacy of the Confidential Information and not to disclose it to any third party, other than in strict accordance with the express provisions of this Confidentiality Agreement or based on the express prior written consent of _____ S.A.;

Not to use the Confidential Information for any purpose other than that of good administration;

To keep the Confidential Information and copies thereof safe in such a way as to prevent the unauthorized access by third parties (including for the purpose of complying with the Romanian data protection legislation and relevant norms, regulations and other provisions) and to immediately inform _____ S.A. if the Principal is informed that the Confidential Information has been disclosed to unauthorized third parties;

Information classified as "Professional secrecy" will be made available to the Principal for study only at the headquarters of _____ S.A., their transmission being done in strict compliance with the legislation on the protection of classified information in Romania.

The Attorney-in-fact undertakes:

To strictly maintain the privacy of the Confidential Information and not to disclose it to any third party, other than in strict accordance with the express provisions of this Confidentiality Agreement or based on the express prior written consent of Mr. _____;

Not to use the Confidential Information for any other purpose;

To keep the Confidential Information and copies thereof safe in such a way as to prevent unauthorized access by third parties (including for the purpose of complying with the Romanian data protection legislation and relevant norms, regulations and other provisions) and to immediately inform Mr. _____, if he is aware that the Confidential Information has been disclosed to unauthorized third parties;

Chapter 3. Special situations

In the event that either party is aware of any unauthorized disclosure or use of Confidential Information, it shall notify the other party thereof and shall exercise all due diligence to limit any present and/or future damages or losses resulting from the said disclosure and/or use unauthorized access to Confidential Information.

The Confidential Information is and it will remain the property of _____ S.A., and its disclosure will not grant the Principal any other right over the Confidential Information other than to use it exclusively for the intended purpose.

The termination of the effects of the Contract, for any reason, generates the obligation of the parties to return to the other party all the information provided by it for the purpose of fulfilling the Contract, within 5 (five) days at most from the date of termination of the Contract. Also, in the same term, the Principal will destroy or delete any document or file written or processed on diskette, tape, microfilm or in any other way and on any medium that consists of/or may contain information written by the Principal, to the extent that the respective information is Confidential Information.

Chapter 4. Obligations. Compensation.

The parties declare that they are fully aware of the value of the Confidential Information and that any disclosure may cause damages.

Any party shall notify the other party in accordance with the terms set forth in this Confidentiality Agreement of any request for the disclosure of Confidential Information.

The parties are fully liable for any damage caused by the direct violation of the confidentiality obligations assumed by this Confidentiality Agreement.

If the parties suffer losses of any kind caused by the violation of this Confidentiality Agreement, they have the right to demand in court the recovery of the damages created by violating the rights and obligations mentioned in this Confidentiality Agreement and in this respect they will address the competent court.

Chapter 5. Legal procedures

By way of derogation from the obligations of this Confidentiality Agreement, the Parties have the right to disclose Confidential Information if and only if the disclosure of Confidential Information is required by laws, regulations, legal procedures or by relevant public authorities and institutions or as a result of a final decisions of the court.

In such a situation each Party must inform in writing about such a request, as soon as possible and, to the extent possible, before making any disclosure, in order to allow the identification of an appropriate solution to protect the Confidential Information. The parties undertake to cooperate in the most intense manner allowed by the law, in identifying such a protection solution.

In the absence of such a safeguard or the waiver by either Party of the obligation to comply with the provisions of this Confidentiality Agreement, any Party shall disclose only that part of the Confidential Information that is indicated, through appropriate advice, to be sufficient in relation to the legal requirements.

The parties undertake to make all the reasonable efforts in order to obtain sufficient assurances that the disclosed Confidential Information will be treated and used in such a manner to ensure, to the greatest extent possible, the preservation of its confidential nature.

Chapter 6. Notifications

The notification or any other communication made in accordance with this Confidentiality Agreement must be made in writing, in the Romanian language and it must be sent to the address mentioned in the Chapter - Parties.

A notification is deemed to be received by the other Party:

At the time of the remittance, if delivered in person;

On the date of confirmation of receipt, if sent by post,

On the date of transmission of the fax, if it is transmitted by fax with confirmation of receipt, unless the fax was sent outside business hours, in this case the notification is considered to be received on the next business day;

On the date of transmission of the e-mail, if it is transmitted by e-mail, unless the e-mail was received outside the business hours, in which case the notification is considered to be received on the following working day.

Chapter 7. Applicable law and jurisdiction

This Privacy Agreement is governed by the Romanian law.

In the event of a conflict between the Parties in connection with this Privacy Agreement, the Parties shall meet and attempt to amicably resolve the disagreement. If the Parties do not reach an amicable resolution of the dispute within 15 days from the date of the start of the negotiations, the dispute will be submitted for resolution to the competent courts.

Chapter 8. Entry into force. Duration of the Confidentiality Agreement

This Confidentiality Agreement enters into force on the date of its signature by both Parties.

This Confidentiality Agreement is in force for the entire duration of the Mandate Agreement and it continues to produce effects for 2 (two) years from the date of termination of the Mandate Agreement.

Chapter 9. Final provisions

Any amendment regarding this Confidentiality Agreement is made with the written agreement of the Parties.

If any of the provisions of this Confidentiality Agreement is declared void, the other provisions remain fully valid and they produce their effects under the conditions stipulated above.

This Confidentiality Agreement was concluded today, _____, in 2 (two) original copies, one for each party.

ATTORNEY-IN-FACT
S.C. S.A.

PRINCIPAL
