

**MANDATE CONTRACT NO. \_\_\_\_\_**

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

**I. Preamble**

*Having in view:*

- The provisions of Government Emergency Ordinance no. 1200/1990 regarding corporate governance of public enterprises, approved with subsequent amendments and additions by Law no. 111/2016 (“GEO no. 109/2011”);
- The provisions of Law no. 31/1990 regarding commercial companies, republished, with subsequent amendments and additions, (“Law no. 31/1990”);
- The provisions of Law no. 24/2017 regarding financial instruments issuers and market operations, with subsequent amendments (for listed companies);
- Government Decision no. 722/2016 for the approval of methodological norms to apply provisions of Government Emergency Ordinance no. 109/2011 regarding corporate governance of public enterprises (“GD no. 722/2016”);
- Government Decision no. .... regarding the establishment of the company .....
- Company’s Constitutive Act ..... updated;
- The provisions of art. 1913 – 1919, art. 1924 and of art. 2009 – 2042 of the Civil Code;
- Decision of the company’s Shareholders Ordinary General Assembly no. \_\_\_\_\_ of \_\_\_\_\_ for the approval of the contract between company and company’s managers.

*as well as:*

- By Decision no. \_\_\_\_\_ of \_\_\_\_\_, the company’s Shareholders Ordinary General Assembly appointed Mr./Mrs. \_\_\_\_\_ as interim manager, established the mandate’s period, mandate contract’s form and content, and he explicitly accepted the appointment and is to exercise, along with the other members of the Board of Directors, the attributions provided by Law no. 31/1990, by company’s constitutive act, (“Constitutive Act”), by GEO no. 109/2011;
- Law no. 31/1990 and GEO no. 109/2011 require members of the Board of Directors not to be in a legal relation with the company during their mandate;
- It is mandatory that rights and obligations of the parties are established in the context of a legal relation under civil law, appropriate for exercising the position of member within the Board of Directors,

Parties agree to conclude the present mandate Contract, as a result of the willing agreement expressed by the contracting parties.

**II. Contracting parties**

**Art. 1 The company .....** SA, unitary administered trading company, headquartered in ....., street ....., no. ...., county ....., registered in Trade Register office near ..... Court under no. .../...../....., taxpayer identification number

....., represented by ..... as **principal**, (“The company”),

And

Mr./ Mrs. \_\_\_\_\_, Romanian citizen, born on \_\_\_\_\_ in \_\_\_\_\_ city, \_\_\_\_\_ county, resided in \_\_\_\_\_, street \_\_\_\_\_, no. \_\_\_\_\_, floor \_\_\_\_\_, apartment \_\_\_\_\_, sector \_\_\_\_\_, identified by identity card series \_\_\_\_\_, number \_\_\_\_\_, personal identification number \_\_\_\_\_ as Manager or **agent** (“manager/agent”)

### ***III. Definition***

**Art. 2.** Within this Mandate Contract, terms below shall have the following meanings:

- a. **Constitutive Act** – The company .....’ Constitutive Act (“The company”), approved by the Company’s shareholders general assembly, as it is valid on the date of this Mandate Contract or as it will be amended/added/reformulated, by decision of the Company’s shareholders (extraordinary) general assembly;
- b. **Legal applicable framework** – all Romanian legal rules provided in GEO no. 109/2011, companies Law no. 31/1990, Civil Code, Fiscal Code, as well as in other legal acts (legislation, regulation, decrees and any other applicable regulatory acts, issued by national, international, regional public authorities or other government authorities), related to this Mandate Contract, applicable to parties;
- c. **Conflict of interests** – any situations or circumstances determined/ determinable according to the applicable legal framework, Company’s Rules of organization and functioning, (“ROF Company”) Board of Directors’ Rules of organization and functioning, (“ROF BoD”) in which the personal interest, direct or indirect, of the manager, is against Company’s interest, such that it affects or may affect its independence and impartiality in taking decisions of fulfilling on time and with objectivity the attributions incumbent on it in the exercise of their mandate for Company;
- d. **Privileged information** – information of precise nature which hasn’t been made public, covering directly or indirectly by one or more issuers or one or more financial instruments and which, if made public, could have a significant impact on the price of those financial instruments or on the derived financial instruments price related;
- e. **Confidential information** - any information related to the economical activity of the Company which are not public, according to (i) law, (ii) decisions of Shareholders General Assembly, (iii) decisions of the Board of Directors and (iv) Company’s internal regulation. Without limitation to those mentioned above, confidential information include:
  - Contractual terms and any other information regarding Company’s business partners, clients, agents, employees, contractors, investors or suppliers, as well as the conditions according to which the Company conducts economical activities with each of these persons;
  - Computer programs, algorithms, proceedings or techniques used by the Company;
  - Information regarding Company’s future plans, including but not limiting to geographical extension plans, market segments or services;
  - Marketing strategies developed, studied, acquired (from a third party or by other means), used by the Company;
  - Any other information acquired by the manager during his mandate, considered to reflect Company’s vulnerabilities.

- f. **Impossibility to exercise the mandate/lawful impediment** - (i) any circumstance that create unavailability for longer than or equal to 90 consecutive calendar days, making the interim manager unable to perform his duties, personally or by representation, (ii) preventive arrest, (iii) arrest of the interim manager, (iv) annulment of the shareholders (ordinary) general meeting's decision appointing the manager;
- g. **Remuneration** due to the manager – the remuneration consisting of a fixed monthly allowance approved by shareholders general assembly's decision, according to the provisions of art. 153<sup>18</sup> of Law no. 31/1990 and of art. 37 of GEO no. 109/2011;
- h. **Force majeure** – any external event, unpredictable, invincible and unavoidable, which could not have been foreseen at the time of concluding this Mandate Contract and which makes impossible the execution and, respectively, the fulfillment of the Mandate Contract; such events are considered: wars, revolutions, fires, floods or any other natural disaster, restrictions arising from a quarantine, embargo, these not being exhaustive but declarative. An event similar to the above is not considered force majeure if, without creating an impossibility of execution, it makes the execution of one of the parties' obligations extremely expensive.
- i. **Business decision** – any decision to take or not to take certain measures regarding the management of the Company;
- j. **Accidental event** – an event that could have not been foreseen by the interim manager nor prevented by him; related to accidental events are the modification of the legal, regulatory framework and of the Romanian fiscal system existing at the moment of signing this Contract;

#### ***IV. Object of the contract***

**Art. 3.** By the present Mandate Contract, The Manager is empowered to adopt, along with the other managers, all measures required for the company's administration, according to the provisions of applicable legal framework in force, as well as to the provisions of the company's Constitutive Act and those of this Mandate Contract within the limits of the company's object of activity and in compliance with the legislation in force.

**Art. 4.** In order to achieve object of the present Mandate Contract, the Manager shall take all steps for the management of Company's goods in its interest to fulfill object of activity and shall exercise attributions established by the Constitutive Act and by this Mandate Contract.

**Art. 5.** The place of fulfilling the Mandate is at the Company's headquarters, indicated in art. 1 of this Contract or at the place where he acts as a representative of the Company. The place of fulfillment of the Mandate can be changed by the Company and can be established either at the headquarters of the Company's branches, or in another location established by the Company. The decision regarding the modification of the place of mandate's fulfillment is communicated by the Company.

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

**Art. 6.** The Mandate Contract is concluded for a 4-month period, starting from \_\_\_\_\_ until \_\_\_\_\_, and can be extended by GSM' decision, according with the terms of appropriate fulfillment of attributions/obligations undertaken by this Contract.

#### ***VI. The obligations of the manager***

**Art. 7.** The manager has the obligation, **along with the other members of the Board of Directors**, to perform the following main duties:

- 7.1. to establish main directions of activity and development of Company;
- 7.2. to establish accounting policies and financial control system and to approve financial planning, as applicable;
- 7.3. to delegate the company's management to one or more directors, appointing one of these general director, to select, to appoint and to revoke directors and general director and to establish their remuneration;
- 7.4. to evaluate quarterly the activity of the general director in terms of exercising the mandate contract;
- 7.5. to approve the Rules of organization and functioning of the Board of Directors;
- 7.6. to establish delegated attributions within the competence of company's executive management, namely in the competence of the general director and of other directors appointed by mandate, in order to perform company's operations;
- 7.7. to approve concluding any contracts for which general director and directors were not delegated, within the limits provided by the Constitutive Act;
- 7.8. to convene or to approve the convocation of shareholders general assembly, to participate in shareholders general assembly's meetings and to implement the decisions of the shareholders general assembly, to inform all shareholders regarding any act or event influencing the company;
- 7.9. to present annually to company's shareholders general assembly, in terms provided by relevant legislation, the report on company's activity, the annual financial statements, including balance and profit and loss account, to make recommendations regarding profit distribution and to endorse the company's budget of revenues and expenses;
- 7.10. to establish the level of current bank loans contracting, of short or medium term commercial credits and to approve guarantees constitution/issuing, according to the Constitutive Act;
- 7.11. to apply, if the case, for opening insolvency proceedings of the company, according to law;
- 7.12. to propose to company's shareholders general assembly the increase of share capital when it is required in order to perform activity, establishment/termination of new units/subunits, merger, demerger and establishment of legal persons, with or without legal personality, by association with other persons in the country or abroad;
- 7.13. to perform duties delegated by the company's shareholders general assembly according to Law no. 31/1990, as well as other duties provided by Legal Framework or Constitutive Act in his charge;
- 7.14. to present half-yearly, within the shareholders general assembly, a report on the management activity, including information regarding directors mandate contracts execution, details regarding operational activities, company's financial performance and company's half-yearly accounting reports;
- 7.15. to approve the level of professional liability insurance for the general director and other directors appointed by mandate, if the case, according to law;
- 7.16. to establish investment strategy;
- 7.17. to allocate time, knowledge and efforts required in order to fulfill duties related to the position of non executive member of the company's Board of Directors;
- 7.18. to participate in the Board of Directors' meetings and to analyse/evaluate documents and information required to contribute to discussions and to participate actively in the evaluation annual exercise of the Board of Directors;
- 7.19. to treat all shareholders equally and not undertake any special obligations to a shareholder or other regarding Company's activity;
- 7.20. to avoid Conflicts of Interests in relation to the company, to inform the Board of Directors immediately when such situation occurs and to refrain from participating in debates and taking

decisions; same obligation applies if the interested person is the spouse, relative or relatives up to the fourth grade including of the Manager;

**7.21.** to take all measures required to protect company's patrimony;

**7.22.** to defend dutifully the prestige of the company and company's bodies, as well as to refrain from any act or deed which may harm the image or legal interests of these;

**7.23.** in relation to the Company, directors, shareholders and company's employees and to other member of the Board of Directors, the Manager has the obligation to have a respectful, fair, kind behavior and not to denigrate their honor/reputation/dignity, as well as in relation with physical and legal persons related to the exercise of his mandate, by offending, making defamatory complaints or disclosing private life aspects;

**7.24.** to ensure equality of opportunity and treatment for Company's employees and managers, not to favor or disadvantage access or promotion within Company based on relationships or other criteria not complying with the applicable legal framework;

**7.25.** not to use for commercial purposes the results of technological and scientific activities made by the Company or other secret information related to these (know-how or others alike);

**7.26.** not to request or accept a business related directly or indirectly by activities competin Company's ones from any Company's clients, wherever they are;

**7.27.** not to use in personal interest or other's interest the name of the Company;

**Art. 8.** The manager is also obliged:

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

**8.2.** to adopt all the necessary measures for the protection of the Company's patrimony;

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

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

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

**8.6.** to rigorously prepare the meetings of the council, with the dedication of at least 3 working days per month for this purpose, the participation in the meetings of the council, as well as in the specialized committees;

**8.7.** in case of appointment to the position of Chairman of the Board of Directors, the Manager also has the attributions corresponding to this position, established within the company's Constitutive Act, the Rules of Organization and Functioning of the Board of Directors, as well as in the applicable legal provisions;

**Art.9.** The manager undertakes to carry out, together with the other directors, to fulfil the decisions of the GMS.

**Art.10.** The manager, together with the other directors, has the obligation to convene the shareholders general assembly to approve any transaction if it has, individually or in a series of concluded transactions, a value higher than 10% of company's net assets value or higher than 10% of the Company's turnover according to the last audited financial statements, with managers or directors, with employees, shareholders who have control over the company or with a company controlled by them, as well as with the spouse, relatives or relatives up to the fourth grade included of those persons.

**Art.11.** The manager, together with the other directors, has the obligation to inform shareholders, within shareholders general assembly following the conclusion of the legal act, regarding any transaction concluded by the Company with:

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

**Art.12.** The manager, together with the other directors, has the obligation to present to the shareholders general assembly, within the half-yearly and annual reports, in a special chapter, the legal acts concluded under the conditions of art. 11 and art. 12, specifying the following elements: the parties who concluded the legal act, the date of conclusion and the nature of the act, the description of its object, the total value of the legal act, mutual receivables, guarantees, payment terms and conditions and any other essential and significant information related to those legal acts, as well as any information necessary to determine the effects of the respective legal acts on the financial situation of the Company.

### ***VII. The rights of the Manager***

**Art.13.** The manager receives a gross monthly fixed allowance for the execution of the mandate entrusted in the amount of \_\_\_\_\_ lei, .....

**Art.14.** The remuneration is paid once a month, respectively on ..... of the current month, regardless of the number of meetings in the month for which the payment is made.

**Art.16.** The company is bound by an obligation towards the Manager to:

- a) reimburse the expenses related to the mandate's execution, based on supporting documents, in the same amount corresponding to the position of general director, as well as, but not limited to: accommodation, per diem, transport and any other types of expenses related to the mandate's execution and regardless of whether they had the occasion to travel in the country or abroad;
- b) provide equipment for the purpose of logistical support necessary for a more efficient fulfillment of its attributions and obligations in an appropriate and safe way; in the event that this happens, the Manager undertakes to use this equipment according to the instructions given by the Company.

**Art.17.** The manager shall be insured for professional liability. The payment of the premiums related to this insurance in the amount approved by the shareholders general assembly, shall be made by the company and shall not be deducted from the remuneration due to the manager.

**Art.18.** The manager may benefit, together with the other directors, according to law, from specialized assistance for substantiating/motivating the decisions taken within the Board of Directors, as well as from legal assistance in case of formulating actions in claims by a third party and directed against the Manager regarding fulfillment of attributions according to the present Mandate Agreement, Constitutive Act, ROF BoD or Legal Framework.

### ***VIII. Company's rights***

**Art.19.** The Company has the right to request the Manager to exercise his mandate in the exclusive interest of the Company and to hold him accountable for the manner in which he exercises it.

### ***IX. Company's obligations***

**Art.20.** The company undertakes to pay all the pecuniary rights due to manager provided by this Mandate Contract, including to withhold and transfer on time all mandatory contributions, tax-related or any other contributions, in manager's charge, in his name and on his behalf as taxpayer during the Mandate Contract.

**Art.21.** The company undertakes to ensure the manager full freedom in order to fulfill the mandate/attribution/obligations, in compliance with the limits provided by the Constitutive Act, this Mandate Contract and the applicable Legal Framework, as provided in art. 3, art. 4, art. 7 and art. 8 of the Mandate Contract.

**a. OBLIGATIONS OF PRINCIPAL**

- a) To ensure **AGENT**'s complete freedom in fulfillment of duties/attribution/obligations as interim manager, the only limitations are those provided by law, Constitutive Act of **PRINCIPAL** and this Contract;
- b) To provide the **AGENT** civil liability regarding his activity within the Board of Directors;
- c) To provide to **AGENT** work conditions and necessary amenities to carry out activity;
- d) To pay to **AGENT** all incomes due according to this Contract and to grant the **AGENT** all other rights provided by this Contract;
- e) To pay all fiscal obligations due by **AGENT** as taxpayer and any other incomes that may be provided by law, during Contract period. Payments shall be made in the name and on behalf of **AGENT** by means of **PRINCIPAL**' relevant Service;
- f) To bear expenses made in company's interest, based on documentary evidence according to law.

**X. Liability of the parties**

**Art.22.** Non-fulfillment and/or improper fulfillment of the obligations assumed by any of the contracting parties to this Mandate Contract entails the civil and contractual liability of the guilty party, according to law.

**Art.23.** The party causing termination of this Mandate Contract under the conditions of art. 24, is liable to the other party by covering all damages generated by the termination of the Mandate Contract.

**Art.24.** The Manager shall be liable for any damage suffered by the Company resulted from the Manager's culpable non-fulfillment of the attributions and obligations provided by this Mandate Contract, Constitutive Act, ROF BoD, decisions of Shareholders General Assembly or Legal Framework, according to applicable legal provisions.

**Art.25.** The Manager shall not violate the obligation of diligence and shall not be liable if, at the time of making a business decision, he is reasonably entitled to consider that he is acting in the Company's interest and based on appropriate information, and if an unforeseen event occurs, as defined in Art. 2 letter j).

**Art. 26.** The company shall be liable for non-compliance with the obligations undertaken by this Mandate Contract and shall cover the damages thus caused.

**XI. Loyalty. Confidentiality. Non-competition**

During this Contract, the Manager has the obligation to:

**Art. 27.** to exercise his mandate with the loyalty, prudence and diligence of a good manager always acting in the company's interest and according to the standards of diligence expected from a professional providing services related to a non-executive position within the Board of Directors of companies having an object of activity identical or similar to that of the Company; The manager is not in breach of the above obligation if, at the time of making a business decision, he is reasonably entitled to consider (i) that he is acting in the Company's interest and (ii) has made that decision based on appropriate information.

**Art. 28.** a) to keep the confidentiality of the information and business secrets of the Company, to which he had access through the documents presented to the Board of Directors, except in situations where such use is required by law or necessary in relation to public authorities and/or in the participation of the Manager in any litigation concerning the Company's activity;

b) use all information about the Company, except information that is available to public (without being resulted from an illegal action, omission or similar action of the Manager), acquired by the Manager during his appointment is confidential and shall be used by him only for the purpose of performing his duties of non-executive manager. The manager shall not use this information for his own benefit, either directly or indirectly, or for the benefit of third parties. The Manager shall not disclose this information to any third party unless it is required to do so according to the Legal Framework and this Mandate Contract. This obligation is valid during this Mandate Contract and after its termination for a period of 5 (five) years;

c) not to use in its own interest and not to disclose to any unauthorized person any confidential information regarding the Company's activity. In this regard, the Manager undertakes to comply with the rules of confidentiality provided in Annex 1 to this Contract;

d) to carry out its activity so as to protect the image of the Company; not to communicate publicly and not to present, even confidentially, information other than that made public in any other way, regarding the Company or its activity, capable to mislead public opinion, contractual partners, persons involved in the Company's activity and capable to create an unfavorable situation for the Company.

**Art. 29.** a) to avoid Conflicts of Interests in relation to the company, to inform the Board of Directors immediately when such situation occurs and to refrain from participating in debates and taking decisions; same obligation applies if the interested person is the spouse, relative or relatives up to the fourth grade including of the Manager;

b) not to use for commercial purposes, for himself or for another, the results of experiments carried out by the Company alone or in partnership with entities involved in the activity and development of the Company's purpose or other secret information related to these (know-how or similar);

c) not to use in his own interest or in the interest of another person the name of the Company;

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

**Art. 30.** a) during the exercise of the mandate within the Company, he shall not: (i) acquire participations allowing the exercise of control within a company that carries out the same activity or an activity similar to that of the Company or that has regular commercial relations with the Company, or (ii) act as a manager, director, board member, auditor, employee, agent or representative of a company that is a competitor of the Company; or (iii) perform in any way, in its own interest or in the interest of any third party having the same object of activity or an object of activity similar to that of the Company, services similar to those provided for the benefit of the Company;

b) during the exercise of his mandate within the Company, the Manager undertakes not to take part in acts of unfair competition, either directly or indirectly, in his own name or on his own behalf or for the benefit of a third party, including but not limited to causing or attempting to cause any employee, consultant, supplier, purchaser or independent contractor of the Company to terminate its relationship with the Company;

## ***XII. Force majeure***

**Art. 31.** The parties are exonerated from liability in case of force majeure, as defined in art. 2 letter h) of this Mandate Contract.

**Art. 32.** In case of force majeure, the parties shall make mutual efforts in order to diminish the eventual damages that would result from such a cause occurrence.

**Art. 33.** The parties also undertake to notify each other in writing, within maximum 5 (five) days since the occurrence of force majeure and, in general, to inform each other in due time on any impediments leading to difficulties in achieving the object of this Mandate Contract.

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

**Art. 34.** The present Mandate Contract can be amended only by written consent of contracting parties, expressed by an additional act.

**Art. 35.** The present Mandate Contract shall be adapted according to legal regulations introduced subsequently to its termination and those applicable.

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

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

- 36.1. expiration of the period for which it was concluded;
- 36.2. the immediate revocation of the manager, by the Company's shareholders general assembly, for the culpable and unjustified non-fulfillment of the obligations provided in the Mandate Contract or according to law, without the company owing damages, considering the provisional nature of the mandate;
- 36.3. the manager's death;
- 36.4. the insolvency or bankruptcy of the Company;
- 36.5. agreement of contracting parties;
- 36.6. the resignation of the manager, for reasons not attributable, case in which he shall send a prior notification to the Company at least 10 days before the date on which the termination takes effect, the principal may waive this term;
- 36.7. the intervention of some legal impediments, as defined in art. 2 letter f) of this Contract;

**Art.37.** The manager's term of office may also be revoked if a final court decision of criminal conviction occurs regarding (i) committing an offense against the property by breach of trust, corruption, embezzlement, forgery, tax evasion, of an offense provided by Law no. 656/2002 for the prevention and sanctioning of money laundering, as well as for the establishment of measures to prevent and combat the financing of terrorist acts, republished, (ii) committing an offense provided by the Companies Law 31/1990 republished with subsequent amendments and ) in case of final court decision of criminal conviction occurrence regarding the commission of an intended

offense, according to criminal law. In these cases, the revocation of the mandate by the Company's shareholders general assembly shall not be considered revocation without just cause.

#### ***XV. Litigations***

**Art. 40.** Any dispute arising between the Parties regarding the conclusion, execution, modification, termination or interpretation of the clauses of this Mandate Contract, which cannot be settled amicably, shall be submitted for settlement to the competent courts in Romania.

#### ***XVI. Obligation of confidentiality between parties***

**Art. 41.** The parties undertake to keep confidentiality according to applicable legal and statutory provisions in force, regarding all data, information and documents received from the other party in the execution of this Mandate Contract.

**Art. 42.** The parties may disclose information or documents related to the performance of this Mandate Contract only to persons involved in its execution, who, in turn, shall be bound by the obligation not to use for any purpose other than that related to the execution of the contract, obligation notified to the latter by the contracting party of this Mandate Contract.

**Art. 43.** The disclosure of information in one of the following cases shall not be considered an obligation to keep confidentiality:

43.1. if the information was known by the party before it was obtained from the other party and can prove this;

43.2. if the disclosure of the information was made after receiving the written consent of the other party;

43.3. if the information well known at the date of its disclosure;

43.4. if the party disclosed that information in order to comply with any legal provision, or a court.

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

**Art.44.** The manager declares that he meets all the requirements provided by the Legal Framework and the Constitutive Act to be appointed as non-executive manager of the Company, that he is not in any situation/position provided by Art. 30 and in any of the situations of incompatibility provided by GEO no. 109/2011 and by Law no. 31/1990 or of competition provided for in Annex 2 to this Contract.

**Art.45.** This Contract is governed by and construed according to Romanian law. For any aspect not expressly provided within this Mandate Contract, it shall be supplemented by the provisions of the Civil Code, GEO no. 109/2011, GD no. 722/2016, of the Constitutive Act, of ROF BoD, as well as by any other applicable legal provisions.

**Art. 46.** The manager agrees to processing personal data obtained by the Company from him/her (for example data regarding identity, residence, professional activity, personal identification number, etc.), for the purpose or in connection with the execution this Mandate Contract.

**Art.47.** The manager is not an employee, and this Mandate Contract is not an employment contract.

**Art.48.** This Mandate Contract is the entire agreement of Parties and substitutes for any prior agreements, written or oral, between the Parties regarding the object of this Mandate Contract.

**Art.49.** If certain provisions of this Mandate Contract cease to have legal effect, the validity of the other provisions of this Mandate Contract shall not be affected. In such cases, the Parties agree to renegotiate in good faith any provision that has ceased to have legal effect, by adding the provision thus renegotiated to this Mandate Contract.

**Art.50.** All notifications/all correspondence between the Parties under this Mandate Contract shall be made in writing and sent by fax, e-mail, registered letter or courier to the address mentioned in Article 1 of this Mandate Contract. Depending on the situation, the Parties shall choose in good faith and in a reasonable manner the most appropriate means of notification from those provided in the first sentence of this Article, so that the notification achieves its purpose and contributes to the fulfillment of contractual obligations of Parties.

**Art. 51.** If, at any time during this Mandate Contract, one of the Parties does not expressly insist on imposing a certain provision of this Mandate Contract, this shall not be construed as a waiver by that Party of such provision or of the right to enforce these provisions.

Whereafter we have concluded today \_\_\_\_\_, at \_\_\_\_\_, in 2 (two) original copies, the present Mandate Contract, the parties declaring, at the same time, that they each received one copy when signing this Contract.

**Company .....**  
by.....mandated by Decision no. ....of  
Shareholders Ordinary General Assembly

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

## CONFIDENTIALITY RULES

### 1. Definition

The term of “**Confidential Information**” means and includes any information related to the economical activity of the Company which are not public, according to (i) law, (ii) decisions of Shareholders General Assembly, (iii) decisions of the Board of Directors and (iv) Company’s internal regulation.

Without limitation to those mentioned above, confidential information include:

- a) Contractual terms and any other information regarding Company’s business partners, clients, principals, employees, contractors, investors or suppliers, as well as the conditions according to which the Company conducts economical activities with each of these persons;
- b) Computer programs (including source code and object code) or software program, developed, modified or used by the Company;
- c) Any kind of information compiled by the Company, including but not limiting to information on products and services, publicity and marketing, as well as by clients, suppliers and/or business partners, actual or potential;
- d) Algorithms, proceedings or techniques, or essential ideas and principles underlying such algorithms, proceedings or techniques developed by or used by the Company or known by the Company (excepting any algorithm, proceeding, technique of public domain), regardless if these algorithms, proceedings, techniques are part of a computer program, including but not limiting to techniques for:
  - Identification of potential clients;
  - Effective communication with actual or potential clients;
  - Reducing operating costs or increasing system effectiveness.
- e) The fact that the Company uses, used or evaluated as possibility to use any data base, data source, algorithms, proceedings or techniques or ideas developed or provided by a person, other than the Company (including any algorithm, proceeding, technique of public domain) regardless if these algorithms, proceedings, techniques are part of a computer program;
- f) Marketing strategies developed, studied, acquired (from a third party or by other means), evaluated, modified, tested or used by the Company, or any information related to or which may lead to the development of such strategy;
- g) Information regarding Company’s future plans, including but not limiting to geographical extension plans, market segments or services, any information to be usually included in Company’s financial statements, including but not limiting to assets and liabilities amount, net values, revenues, expenses or net value of the Company, excepting information which is authorized to be disclosed according to Company’s internal regulation;
- h) Information to be disclosed exclusively according to conditions provided in point 5;
- i) Any other information acquired by the manager during his mandate, considered to reflect Company’s vulnerabilities and considered to be helpful for a competitor or a potential competitor of the Company, to compete successfully against the Company;
- j) Any information received by the Company from third parties having an obligation of confidentiality acknowledged by the Company;
- k) Any information derived from all of the above and
- l) Any copies of all information mentioned above, excepting situations in which these copies are requested by court or by other public authority, under the condition provided by law.

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

The Manager admits that he acquired and/ or will acquire Confidential Information during or related to the mandate exercise within the Company, as well as that his use of these Confidential Information, for competitive purposes, may endanger the Company in its economical activity.

Therefore, the Manager accepts that, directly or indirectly, at any time, during the Mandate Contract period or further its termination, and regardless of the moment or reason of the contract termination, he shall not use Confidential Information regarding any activities or business, excepting Company's economical activities and shall not disclose any Confidential Information to any physical person, company, organization, group or any other entity, excepting the case in which this disclosure is requested by any applicable law, or ordered by a court decision or by any other public authority authorized by law to acquire such information.

Additionally, the Manager has the obligation to notify the Company, promptly, regarding any act of a court or public authority related to those mentioned above, so that the Company could adopt, under legal conditions, measures of protection or any other appropriate solution and shall provide any assistance the Company may request to guarantee such measures or solutions.

In case all measure of protection mentioned above are not sufficient, the Manager shall provide only that section of Confidential Information that is requested legally by the public authority and shall make all legal efforts to obtain confidentiality of any Confidential Information disclosed.

## **3. Use and disclosure of information regarding third parties**

The Manager admits that the Company acquires information from third parties which it must keep confidential and use them only for limited purposes, (“**Information regarding third parties**”)

The Manager accepts that, directly or indirectly, at any time, during the Mandate Contract period or further its termination, and regardless of the moment or reason of the contract termination, he shall not use any Information regarding third parties, excepting the cases in which it is allowed by a written agreement concluded between the Company and the third party, excepting the case in which this disclosure is requested by any applicable law, or ordered by a court decision or by any other public authority authorized by law to acquire such information.

Additionally, the Manager has the obligation to notify the Company, promptly, regarding any act of a court or public authority related to those mentioned above, so that the Company could adopt, under legal conditions, measures of protection or any other appropriate solution and shall provide any assistance the Company may request to guarantee such measures or solutions. In case all measure of protection mentioned above are not sufficient, the Manager shall provide only that section of Information regarding third parties that is requested legally.

## **4. Commercial secrets protection**

No provision of the present Mandate Contract shall involve the Company and affect its rights to protect its commercial secrets, by any means provided by law.

## **5. Information disclosure by the Company**

During Mandate Contract execution and on the date of this Mandate Contract termination, the Manager shall disclose and provide promptly to the Company, provided that such a disclosure serves the Company's interest, in written form or by any other means, requested by the Company, the following information, (“Information to be disclosed”)

(i) All and any algorithms, proceedings or techniques regarding Company's economical activities or related to Manager's activity within the Company, ideas and principles underlying such algorithms, proceedings or techniques designed, adapted, discovered, developed, acquired (from a third party or by other means), evaluated, tested or applied by the Manager during its activity within the Company, regardless if these algorithms, proceedings, techniques are part of a computer program;

(ii) All and any marketing strategies, ideas and principles underlying these strategies and any information that may lead to the development of such strategy designed, adapted, discovered, developed, acquired (from a third party or by other means), evaluated, tested or applied by the Manager during its activity within the Company;

(iii) Information related to all and any products and services, ideas and principles underlying these products and services, designed, adapted, discovered, developed, acquired (from a third party or by other means), evaluated, tested or applied by the Manager during its activity within the Company and

(iv) Any other ideas and information designed, adapted, discovered, developed, acquired (from a third party or by other means), evaluated, tested or applied by the Manager during its activity within the Company, if these ideas or information may be useful or valuable for the Company.

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

The Parties agree that the Information to be disclosed, according to point 5, fall under the extent of Confidential Information, according to the definition given in point 1 of this Annex and the Manager has the obligation to use and keep all Information to be disclosed under the conditions of point 5 in the same manner as Confidential Information, complying with the provisions of point 3 of this Annex regarding confidentiality of Information related to third parties.

By way of exception from the provision of this point, Information disclosed according to point 5 shall not be considered Confidential Information, in terms of this Mandate Contract, provided that these are not related to the company's economic activity and have a general applicability, and can be used in any industry.

**7. Period extension for the confidentiality obligations compliance**

The obligations of confidentiality incumbent on the Manager according to this Annex, integral part of the Mandate Contract, shall remain applicable after this Mandate Contract termination and shall be effective on a period of 5 (five) years.

**Company** .....  
by.....mandated by Decision no. ....of  
Shareholders Ordinary General Assembly

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

## NON – COMPETITION OBLIGATIONS

### 1. Non-competition

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

- a) not to engage in any activity or business that is in competition with or similar to the main activity of the Company.
- b) not to support in any way, any person whose activities are in competition with the commercial activities of the Company or who prejudice in any other way the commercial activities of the Company.

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

### 2. Refraining from requesting services

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

- a) cause or attempt to cause 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 contractor, or determine the employment or retention of any employee, the employment/conclusion of a contractual relationship with any agent, consultant, service or product supplier, buyer or independent contractor of the Company.

### 3. Breach of non-competition obligations

Any breach of the obligations covered by this Annex by the Manager entitles the Company to claim compensation for damages caused to the Company.

**Company** .....

by.....mandated by Decision no. ....of  
Shareholders Ordinary General Assembly

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