

MANDATE CONTRACT

Ended today _____

I. Preamble

Considering:

- Provisions of the Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises, with subsequent amendments and supplements ;
- Provisions of Law No. 31/1990 on companies republished, with subsequent amendments and supplements ('Law No. 31/1990 on companies, republished, with subsequent amendments and supplements). 31/1990);
- Law no. 187/2023 amending and supplementing Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises;
- HG no. 639/2023 for approval of the Methodological Norms for the application of GEO No. 109/2011 on corporate governance of public enterprises
- The articles of association of company Oil Terminal SA ;
- The provisions of Article 1913 – 1919, art. 1924, as well as art. 2009 and the following of the Civil Code;
- Decision of the Ordinary General Assembly of the Company Shareholders No _____ approving the contract between the company and the provisional administrators of the company and the fact that:
by Decision No _____ from _____, the Ordinary General Assembly of the Company's shareholders appointed dl/dna. _____, as a provisional member of the Board of Directors, and this/this expressly accepted the appointment, and was to exercise, together with the other members of the Board of Administrative Council, the duties provided for by the Law no. 31/1990, by the Constitution of the Company, the O.U.G. No. 31/1990, the Law of the Board of Administrative Council of Administration, expressly accepted the appointment, to perform the other members of the Board of Administration, the O. G. No. 31/1990, the Law of the Board of Administration, the O.G. No. 31/1990, the Law of the Board of Administration, the O.G.
- Law No 31/1990 and O.U.G. No 109/2011 requires members of the Board of Directors that, during their mandate, they do not find themselves in a legal work report with the company;
- it is necessary to establish the rights and obligations of the signatory parties, in the context of a legal report of civil law, corresponding to the exercise of the provisional member of the Board of Directors, the parties agree to conclude this Mandate Agreement following the will agreement expressed by the signatory parties.

II. Contracting Parties

Art. 1. OIL TERMINAL S.A., a company administered in a unitary system, with its registered office in Constanta, Caraiman Street, no. 2, Constanța county, registered at the Office of the Trade Register of the Constanta Court under no. J1991000512136, CUI: 2410163, represented by as a mandant, ("Society"),
and

_____, Romanian citizen, born on _____, in _____, domiciled in _____, str. _____, no....., et., ap. sect., identified with C.I. series _____, no. _____, C.N.P. _____, in the capacity of administrator or agent ("Administrator/Agent").

III. Definitions

Art. 2.

In this Mandate Contract, the terms below shall have the following meanings:

- a. Constitutional Act – The Constitutional Act of the OIL TERMINAL S.A. Society (hereinafter the Society), approved by the General Assembly of the Company shareholders as in force on the date of this Mandate Agreement or how it will be amended/complete/reformulated by decision of the General Assembly (extraordinary) of the Company shareholders;
- b. The applicable legal framework – the ensemble of the Romanian legal norms contained in the GUU no. 109/2011, Law no. 187/2023 amending and supplementing Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises, Law of Societies No. 109/2011 on corporate governance no. 109/2011 on corporate governance of public enterprises, Law of Societies No. 187/2023 on the Corporate Government Emergency Ordinance No. 109/2011 on corporate governance of public enterprises, Law of Society No. 187/2023 on the Corporate Government Emergency Ordinance No. 109/2011 on Corporate Governance of Public Enterprises 31/1990, Civil Code, Tax Code, as well as other normative acts (e. g. laws, regulations, decrees and any other applicable regulatory acts issued by national, international, regional, local or other governmental authorities), incidents of this Mandate Agreement applicable to the parties;
- c. Conflict of interests – any determined/determinable circumstances or circumstances according to the applicable legal framework, the Organisation and Functioning Regulation of the Company ('ROF Society') and the Organisation and Functioning Regulation of the Board of Directors ('ROF CA') in which the personal interest, directly or indirectly, of the Administrator, is contrary to the Company's interest, so that it affects or may affect its independence and impartiality in making business decisions or performing on time and objectivity of the tasks that are in the exercise of its mandate for the Company;
- d. Privileged information - precise information that has not been made public, which directly or indirectly refers to one or more issuers or one or more financial instruments, and which, if transmitted publicly, could have a significant impact on the price of those financial instruments or the price of the derivatives to which they are connected;
- e. Privacy information - also includes any information on the economic activity of the Company which is not public, according to (i) the Law, (ii) decisions of the General Assembly of Shareholders, (iii) decisions of the Board of Directors and (iv) internal regulations of the Company. Confidential information mainly refers to, without limitation, to:
 - contractual terms and any information on business partners, clients, investors or suppliers of the Company, as well as the conditions under which the Company carries economic activities with each of these persons;
 - computer programmes, algorithms, procedures or techniques used by the Company;
 - information on the Company's future plans, including, but not limited to, plans for expansion to geographical areas, market segments or services;
 - marketing strategies, developed, investigated, acquired (from a third person or otherwise), or used by the Company;
 - any other information acquired by the Administrator during the exercise of his mandate, which may reasonably be appreciated as reflecting the vulnerabilities of the Society.
- f. **The impossibility of exercising the mandate/legal impediment** – (i) any circumstances that create an unavailability of longer or equal to 90 consecutive calendar days, lacking the administrator of the possibility of performing his duties, personally or by representation, except in cases provided for by law (ii) preventive arrest, (iii) execution of a deprivation of liberty, (iv) cancellation of the decision of the shareholders of the Administrator;
- g. The remuneration due to the provisional Administrator – means remuneration consisting of a fixed monthly allowance approved by decision of the general meeting of shareholders, in compliance with the provisions of Article 15318 of the Law of Companies No 31/1990 and Art. 37 of the GEO no. 109/2011, art. VIII of Law no. 187/2023;
- h. The Majeure force - signifies any external, unpredictable, absolutely invincible and inevitable event that could not be provided at the time of the conclusion of this Mandate

Agreement and which makes it impossible to execute and fulfil the Mandate Contract respectively; such events are considered as wars, revolutions, fires, floods or any other natural disasters, restrictions arising from a quarantine, embargo, listing not exhaustive but enunitive. It is not considered a force majeure as the above which, without creating an impossibility of enforcement, makes it extremely expensive to execute the obligations of one of the parties; and.

- i. Business Decision – means any decision to take or not to take certain measures with regard to the administration of the Company;
- j. Fortuite event – signifies an event that could not be foreseen by the administrator or prevented by it from happening; it is assimilated to the fortuitous event to change the legal, regulatory and tax system in Romania existing when signing this Agreement;

IV. Subject of the contract

Art. 3. By this Mandate Agreement, the Provisional Administrator is empowered to adopt, together with the other administrators, all necessary measures to administer the Company in accordance with the provisions of the applicable legal framework, as well as in accordance with the provisions of the Society Constitution and those of this Mandate Agreement within the limits of the Company's activity object and with respect for the exclusive competences provided for by the applicable legislation and in accordance with the recommendations contained in the applicable corporate governance guidelines and codes of activity.

Art. 4. For the purpose of achieving the object of this Mandate Agreement, the provisional Administrator shall perform all necessary acts for the administration of the goods of the Company in its interest, for the performance of the object of activity and for the duties established for it by the Constitutional Act and the present Mandate Agreement.

Art. 5. The place of fulfillment of the Mandate is at the Company headquarters indicated in Article 1 of this Agreement or at the place where it acts as a representative of the Company. The place of fulfillment of the Mandate may be amended by the Company and may be established either at the Company's branches or at another location established by the Company. The decision on amendment of the place of fulfillment of the mandate is communicated by the Company's care. V. The duration of the Art Mandate Contract.

V. Duration of the Mandate Contract

Art. 6. The Mandate contract is concluded for a period of 5 months, from 09.04.2025 until 08.09.2025 and may be extended by decision of the AGA as provided for in Article 29A1, paragraph (2) of the O.U.G. no.109/2011. VI. The obligations of the Administrator

VI. Administrator's Obligations

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

- 7.1. to establish the main directions of activity and to approve the Company's development strategy;
- 7.2. constitute, without limitation, advisory committees responsible for conducting investigations and for drawing up recommendations for the Council such as the nomination and remuneration Committee and the audit committee, as required by the legal provisions in force;
- 7.3. establish accounting policies and financial control system, as well as approve financial planning, as appropriate;
- 7.4. delegate the management of the Society of one or more directors, appointing one of these Directors, select, appoint and revoke directors and general manager and establish their remuneration upon the recommendation of the nomination and remuneration committee;
- 7.5. to assess the work of the Director-General both in terms of the execution of the mandate contract concluded with him and in respect of the management component in the management plan;
- 7.6. approve the Organisation and functioning Regulation of the Board of Directors;

- 7.7. establish the delegated tasks in the competence of the Executive Director of the Company, namely in the competence of the Director-General and of the other directors appointed with mandate, with a view to executing the operations of the Company;
- 7.8. approving the conclusion of any contracts for which it has not delegated the competence of the Director-General and Directors within the limits provided for by the Constitutional Act;
- 7.9. to draw up an annual report on the Company's activity in compliance with the provisions of Article 56 of the GEO no. 109/2011;
- 7.10. to convene or, where appropriate, to advise the summoning of the shareholders' general meeting, to participate in the meetings of the shareholders' general meeting and to implement the decisions of the shareholders' general meetings, to inform all shareholders of any act or event of a significant influence on the situation of the Company;
- 7.11. submit annually to the General Meeting of the Company shareholders within the time limit laid down in the legislation in the field, the report on the Company's activity, annual financial statements, including balance sheet and profit and loss account, make recommendations on the distribution of profit and to approve the draft revenue and expenditure budget of the Company;
- 7.12. establish the level of contracting current bank loans, short and medium-term commercial loans and approve the release/constitution of guarantees according to the Constitutional Act;
- 7.13. to introduce, where appropriate, the application for the opening of the Company's insolvency proceedings, according to the law;
- 7.14. propose to the general meeting of shareholders of the Company to increase social capital when this measure is necessary for the conduct of the activity, establish/dispose of new units/subunits, merger, division, and establishment of legal persons, with or without legal personality, by association with other persons in the country/foreign;
- 7.15. to exercise the duties delegated to him by the general assembly of the shareholders of the Company under Law No. 31/1990, as well as any other duties provided for by the Legal Framework or the Constitutional Act in its task;
- 7.16. to submit a report on the management activity at the general meeting of shareholders semesterly, which also includes information on the execution of the mandate contracts of directors, details on operational activities, financial performance of the Company and on the Semesterial accounting reports of the Company;
- 7.17. to approve the level of professional liability insurance for the Director-General and Ceilate-appointed directors, if applicable, under the law;
- 7.18. to approve the investment strategy;
- 7.19. adopt, within 90 days of the date of appointment, a Code of ethics which is published, by the President of the Board of Directors, on the Company's own website and is reviewed annually with the opinion of the internal auditor, being republished;
- 7.20. to allocate the time, knowledge and effort necessary to perform the tasks related to the non-executive provisional member of the Society Board;
- 7.21. to participate in the meetings of the Board of Directors and to analyse/verify the documents and information necessary to actively contribute to the Council's discussions and actively participate in the annual evaluation exercise of the Board of Directors;
- 7.22. to treat all shareholders equally and to assume no special obligations to one shareholder or another in relation to the Company's activity;
- 7.23. to avoid Conflicts of Interest in relation to the Company, inform the Board of Directors as soon as such a situation occurs and refrain from participating in deliberations and make any decisions; the same obligation applies if the person concerned is the spouse, relatives or blueberries up to grade IV including the Administrator

Art. 8. The Administrator is also obliged :

- 8.1. not to be bound by the Company by a contract of employment;
- 8.2. to take all necessary measures to protect the Company's heritage; 8.3. do not conclude legal acts with the Company unless established by law;
- 8.4. to ensure that the financial information produced by the Company is correct and that the financial control and risk management systems are effective.
- 8.5. to exercise the mandate with the loyalty, caution and diligence of a good administrator in the exclusive interest of the public enterprise;
- 8.6. to participate in a professional training programme with a minimum duration of one week/year, in which to have training sessions in corporate governance, legal and any other areas related to the company's activity at the expense of the company;

8.7. to prepare the council sessions rigorously, with dedication of at least 3 working days monthly to this end, participation in the council meetings and in the specialised committees;
8.8. to participate in one or more advisory committees established at the Council level;
8.9. in the case of appointment as President of the Board of Directors, the provisional administrator shall also be assigned the tasks corresponding to this function, established in the Constitutional Act of the Society, the Organisation and Functioning Regulation of the Board of Directors, as well as in the applicable legal provisions;

Art.9. The provisional administrator undertakes that, together with the other administrators, carry out the administration plan and the AGA decisions.

Art.10. The provisional administrator, together with the other administrators, is obliged to convene the general assembly of shareholders to approve any transaction if it has, individually or in a series of transactions concluded, a value greater than 10% of the Company's net assets or greater than 10% of the Company's turnover according to the last audited financial statements, with administrators or directors, employees, shareholders who control the company or a company controlled by them, as well as with the spouse or wife, relatives or blueberries to grade IV including those mentioned.

Art.11. The provisional administrator, together with the other administrators, is obliged to inform shareholders, in the first general meeting of shareholders following the conclusion of the legal act, of any transaction concluded by the Company with:

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

Art.12. The provisional administrator, together with the other administrators, is obliged to present the general meeting of shareholders, in the semesterial and annual reports, in a special chapter, legal acts concluded under the conditions of Articles 11 and 12, with the specification of the following elements: the parties which have concluded the legal act, the date of conclusion and the nature of the act, the total value of the legal act, mutual claims, guarantees constituted, the terms and arrangements of payment and any other essential and significant information in relation to the respective 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. Rights of the Provisional Administrator

VII. Rights of the Provisional Administrator

Art.13. The Provisional Administrator benefits from a fixed monthly gross compensation for the execution of the mandate entrusted in the amount of _____ lei, equal to the compensation established based on the A.G.O.A. Decision of the company OIL TERMINAL S.A. no. 12 of 27.04.2023, for the other members of the Board of Directors.

Art.14. Payment of remuneration is made 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.15. The company undertakes to the Provisional Administrator to:

- a) settlement of expenditure related to the execution of the mandate, based on supporting documents, in the same amount corresponding to the position of the Director-General, but not limited to them: accommodation, daily, transport and any other types of expenditure related to the execution of the mandate and whether they have been occasioned with the travel to the country or abroad;
- b) providing logistical support equipment (telephone, tablet, laptop, car) necessary to perform more efficiently its duties and obligations in a proper and safe manner; if this happens, the Administrator undertakes to use these equipment according to the instructions given by the Company.

Art.16. The provisional administrator will benefit from a directors & offices liability insurance policy. The company will bear and pay the cost of the premiums of this insurance.

Art.17. The provisional administrator may benefit, along with other administrators, under the law, specialist assistance for funding/motivating decisions taken within the Board of Directors, as well as legal assistance in the situation of making claims by a third party and directed against the Administrator in connection with the performance of the tasks under this Mandate Agreement, the Constitutional Act, ROF CA or the Legal Framework.

VIII. Rights of the Company

Art.18. The Company has the right to ask the Provisional Administrator to exercise its mandate in the exclusive interest of the Company and to consider it for the way it exercises.

IX. Obligations of the Company

Art.19 Society. The Company undertakes to pay all the due money rights to the provisional administrator provided for in this Mandate Agreement, including to retain the source and to term the income tax and all other binding, tax or any other nature which falls under the administrator, on behalf and on account of the administrator.

Art.20. The Company undertakes to provide the provisional administrator full freedom for the purpose of fulfilling the mandate/tributions/bonds, in compliance with the limits provided for in the Constitutional Act, this Mandate Agreement and the applicable Legal Framework, as provided for in Articles 3, 4, 7 and 8 of the Mandate Agreement.

X. Liability of the parties

Art.21. Failure and/or improper fulfilment of the obligations assumed by any of the signatory parties of this Mandate Agreement attracts the civil and contractual liability of the party in culpability under the law.

Art.22. The party which caused the termination of this Mandate Agreement under the conditions of Article 21 shall be responsible for the other part by covering all damage that has been caused by termination of the Mandate Contract.

Art.23. The provisional administrator shall be liable for any injury suffered by the Company following the failure to fulfil the duties and obligations provided for in this Mandate Agreement, the Constitutional Act, the ROF CA, the decisions of the General Shareholders' Assembly or Legal Framework, as well as for failure to meet the administration plan for the purposes of achieving the objectives contained in it and the financial and non-financial performance indicators.

Art.24. The provisional administrator does not violate the obligation of caution and due diligence and will not respond if, at the time of making a business decision, he is reasonably entitled to consider that he is acting in the interests of the Company and based on appropriate information, and if a fortuitous event does not occur, as defined in Art. 2 lit j).

Art. 25. The Company is responsible for failing to comply with the obligations assumed by this Mandate Agreement and will cover the damage that has been caused.

XI. Loyalty. Confidentiality. Non-competition

Non-competition During this Agreement, the provisional administrator is obliged:

Art. 26. to exercise his mandate with the loyalty, caution and diligence of a good administrator always acting in the interests of the Company and to the expected diligence standards from a professional who provides services for a non-executive function within the Board of Directors of companies having an object of activity identical or similar to that of the Company; the Administrator

does not violate the obligation foreseen above if, at the time of taking a business decision, he is reasonably entitled to consider (i) that he is acting in the interests of the Company and (ii) made the decision based on the appropriate information.

Art. 27. a) to maintain confidentiality of the Company's information and business secrets, to which it had access through documents submitted to the Board of Directors, except where such use is required by law or necessary in relation to public authorities and/or the participation of the Provisional Administrator in any dispute which is subject to the Company's activity;

b) use all information on the Company, except for information that is publicly available (without following unpermissible action, omission or similar action from the Provisional Administrator), acquired by the Provisional Administrator during his appointment, is confidential and will only be used for the purpose of performing the duties related to his function as a non-executive provisional administrator. The provisional administrator will not use this information for its own benefit either directly or indirectly, or for the benefit of third parties. The Administrator will not disclose this information to any third party unless it has to do so under the Legal Framework and this Mandate Agreement. This obligation is valid during this Mandate Agreement and after its termination for a period of 5 (five) years;

c) not to use for its own interest and not to disclose any unauthorised person any information of a confidential or secret nature of the Company's activity. In this respect, the provisional administrator undertakes to comply with the confidentiality rules set out in Annex 1 to this Agreement;

d) carry out its work in such a way as to protect the image of the Company; not to communicate publicly and not to provide, even confidentially, information other than those that have become public in any other way, as to the Company or its activity, of a nature to disorient and/or mislead public opinion, contract partners, persons involved in the Company's activity and to create a disadvantage to it.

Art. 28. a) avoid conflicts of interest in relation to the Company, inform the Board of Directors as soon as such a situation occurs and refrain from participating in deliberations and make any decisions; the same obligation applies if the person concerned is the spouse, relatives or blueberries up to grade IV including the provisional Administrator;

b) not to use for commercial purposes, for itself or for another, the results of experiments performed by the Company alone or in partnership with entities engaged in the activity and the purpose of the Company or other information of a secret service related to them (know-how or such);

c) not to use in the interests of another person or in the interests of another person the name of the Company;

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

Art. 29. a) during the exercise of the mandate within the Company, will not: (i) acquire participations allowing the exercise of control in a company that performs the same activity or activity as the Company or who has regular commercial reports with the Company, or (ii) acted as administrator, director, member of the Directorate, censor, employee, agent or representative of a company that is a competitor of the Company or (iii) will not provide in any way, in its own interest or in the interest of a third party who has the same activity or object of activity as 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 provisional administrator undertakes not to take part in unfair competition acts, either directly or indirectly, on behalf of or on the benefit of a third party, including without limitation or attempt to determine that any employee, consultant, supplier, buyer or independent contractor of the Company to cease the report with the Company;

XII. Major force.

Art.30. The Parties shall be exonerated from liability in the event of force majeure as defined in Article 2(h) of this Mandate Agreement.

Art. 31. In case of force majeure, the parties will make joint efforts to reduce the possible damage resulting from such a cause.

Art. 32. The Parties also undertake to notify each other in writing, within 5 (five) days of intervention of any cause of force majeure and generally inform each other in due time and impediments of nature to lead to difficulties in achieving the object of this Mandate Agreement.

XIII. Modification of the Mandate Contract

Art. 33. This Mandate Agreement may only be amended by the written agreement of the signatory parties expressed in an additional act.

Art. 34. This Mandate Agreement will be adapted according to the legal regulations that occur after its conclusion and which are applicable to it.

XIV. Cessation of the mandate contract

Art. 35. This Mandate Agreement ceases in the following situations:

35.1. expiry of the duration for which it was concluded;

35.2. revocation with immediate effect of the provisional administrator by the general assembly of the Company's shareholders for the fault and unjustified performance of the obligations laid down in the Mandate Contract or under the law;

35.4. death of the provisional administrator;

35.5. insolvency or bankruptcy of the Company;

35.6. agreement of the signatory parties;

35.7. waive the provisional administrator to the mandate, in which case he must submit to the Company a prior notification of 30 days;

35.8. intervention of legal impediments as defined in Article 2(f) of this Agreement;

35.9. where, following the assessment by AMEPIP, it does not give a favourable opinion to the position of a member of the Board of Directors of the Company.

Art.36. The term of the provisional administrator may also be revoked in the event of a definitive criminal conviction ruling on (i) committed a crime against heritage by disregarding confidence, corruption, embezzlement, a fake offence in the entry, tax evasion, a criminal offence provided for by Law No 656/2002 for the prevention and sanction of money laundering, as well as for the establishment of measures to prevent and combat the financing of terrorism acts, republished, (ii) committed a crime provided for by the Law of Companies 31/1990 republished with subsequent amendments and supplements or (iii) in the event of a final criminal judgment on the commission of a criminal offence under criminal law. In these cases, the revocation of the mandate by the General Meeting of the Company shareholders will not be considered to be a justly revocation.

Art. 37. The provisional Administrator's commitment of any of the facts or actions provided for in Chapter XI of this Agreement gives the Company's general assembly the right to denounce this Agreement on the Administrator's fault, as well as the right to oblige the Administrator to cease or remove the fact/action or consequences, to return the confidential documents illicitly acquired from their legitimate holder and, where appropriate, to pay compensation for damages caused to the Company according to the legislation in force.

XV. Dispute

Art. 38. Any dispute arising between the Parties concerning the conclusion, enforcement, modification, termination or interpretation of the clauses of this Mandate Agreement, which cannot be resolved amicably, will be submitted for settlement to the competent courts in Romania.

XVI. Privacy obligation between Parties

Art. 39. The Parties undertake to maintain confidentiality in accordance with applicable legal and statutory provisions on all data, information and documents received from the other party in the execution of this Mandate Agreement.

Art. 40. The Parties may disclose information or documents related to the performance of this Mandate Agreement only to persons involved in its execution, who will in turn be bound by the obligation not to use for any purpose other than that related to the performance of the contract, an obligation brought to their attention by the signatory part of this Mandate Agreement.

Art. 41. It is not considered to be a duty to keep confidentiality, disclosure of information in one of the following cases:

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

43.2. if disclosure of the information was made after receipt of the written agreement of the other Party;

43.3. if the information was notorious at the time of its disclosure;

43.4. if the party disclosed that information to comply with legal provisions or a court. XVII. Final provisions

XVII. Final provisions

Art.42. The provisional administrator confirms that it meets all the requirements of the Legal Framework and the Constitutional Act to be appointed as the non-executive provisional administrator of the Company, that it is in no situation/function provided for in Art. 30 and in none of the incompatibility situations provided for by GEO No. 109/2011 and by Law No. 31/1990 or by competition provided for in Annex 2 to this Agreement.

Art.43. This Agreement is governed by and interpreted in accordance with Romanian law. For any aspect not expressly provided for in this Mandate Agreement, it will be supplemented by the provisions of the Civil Code, of the G.U. No. 109/2011, Law no. 187/2023 amending and supplementing Government Emergency Ordinance No. 109/2011 on corporate governance of public enterprises, H.G. No. 639/2023, the Constitution Act, the CA ROF, and any other applicable legal provisions.

Art. 44. The provisional administrator agrees to the processing of his personal data obtained by the Company from it/this (e. g. identity data, home, professional activity, personal numerical code, etc.), for the purpose or in connection with the execution of this Mandate Agreement.

Art.45. The provisional administrator is not an employee, and this Mandate Agreement is not a contract of employment.

Art.46. This Mandate Agreement represents the entire Agreement of the Parties and it replaces any previous, either written or oral agreements between the Parties concerning the subject of this Mandate Agreement.

Art.47. If certain clauses of this Mandate Agreement come to an end to legal effects, the validity of the remainder of this Mandate Agreement will not be affected. In such cases, the Parties agree to renegotiate in good faith any clause that has come to no longer produce legal effects, thus adding the clause renegotiated to this Mandate Agreement.

Art.48. All notifications/all correspondence between the Parties under this Mandate Agreement will be made in writing and sent by fax, e-mail, recommended letter or courier to the address indicated

in Article 1 of this Mandate Agreement. Depending on the situation, the Parties shall choose in good faith and reasonably the most appropriate means of notification of those provided for in the first sentence of this Article so that the notification achieves its purpose and contributes to the fulfilment of the contractual obligations falling under the Parties.

Art. 49. If, at any time during this Mandate Agreement, one of the Parties expressly insists that it imposes a certain provision in this Mandate Agreement, this Part should not be interpreted as a waiver by such provision or the right to enforce these provisions.

For which we concluded today _____, at _____, in 2 (two) original copies, the present Mandate Contract, while the parties declaring, at the same time, that each received a copy at the signature of this Agreement.

The Company OIL TERMINAL SA,
By: mandated, by
Decision no. of
Ordinary General Meeting of Shareholders

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, agents, 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 interim 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; Any information received by the Company from third parties having an obligation of confidentiality acknowledged by the Company;
- j) Any information derived from all of the above and
- k) 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 interim administrator acknowledges that he has acquired and/or will acquire confidential information during or during the course in connection with the exercise of the mandate within the Company, as well as that use, for the purpose of competition, the company, this confidential information, by itself or by other persons, it would be seriously endangered the ability of the Company to continue its economic activity.

Therefore, the interim administrator accepts that, directly or indirectly, at any time, during the term of the mandate contract concluded with the Company or at any time after its termination, and regardless of when and for what reason this contract will terminate, Will not use or cause the use of any confidential information in connection with any activities or business, except for the Company's business activities, and will not disclose or cause the disclosure of any confidential information to any natural person, company, association, group or any other entity, Unless such disclosure has been specifically authorized in writing by the Company, or unless required by any applicable law, or ordered by a court or arbitral tribunal of competent jurisdiction, or by any public authority which by law is empowered to receive such information.

In addition, the interim administrator undertakes to notify the Company promptly of any act of a court or arbitral tribunal, or of another public authority, of the nature specified in the preceding paragraph, so that the Company may adopt, under the law, protective measures or other appropriate solution, And will continue to provide any assistance that the Company may reasonably require to guarantee such measures or solutions.

If the protective measures referred to in the previous paragraph are not sufficient, the interim Administrator shall provide only that section of the Confidential Information which is required to be by the public authority concerned and shall use all reasonable and lawful efforts to obtain confidential treatment of any Confidential Information so disclosed.

3. Use and disclosure of information regarding third parties

The interim administrator 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 interim administrator 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 interim administrator 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 interim 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 administrator 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 interim 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 interim 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 interim 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 administrator 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, in accordance with item 5, is in turn subsumed to the scope of confidential information as defined in item 1 of this Annex, And the administrator undertakes to use and keep all information that will be disclosed under item 5 in the same way as confidential information, while respecting the provisions of item 3 of this Annex on the confidentiality of information relating to third parties.

Notwithstanding the provisions of this paragraph, the information disclosed under item 5 shall not be considered confidential information for the purposes of this mandate contract, insofar as it is not related to the economic activity of the company and has a general applicability, and can be used in any industry.

7. Period extension for the confidentiality obligations compliance

The confidentiality obligations of the interim administrator under this Annex, which is an integral part of the Mandate Contract, shall remain applicable after the termination of this Mandate Agreement and shall be effective for a period of 5 (five) years.

Principal,
The Company OIL TERMINAL SA,
By: mandated, by
Decision no. of
Ordinary General Meeting of Shareholders

Trustee,
Mr./Mrs.

NON-COMPETE OBLIGATION

1. Non-Compete

During the exercise of his or her mandate in the company, the interim Administrator, directly or indirectly, agrees and undertakes:

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

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

2. Refraining from requesting services

During the exercise of his mandate in the company, the Administrator, directly or indirectly, with or without fee shall not:

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

3. Breach of Non-Compete Obligations

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

Principal,
The Company OIL TERMINAL SA,
By: Mr./Mrs..... mandated, by
Decision no..... of
Ordinary General Meeting of Shareholders

Trustee,
Mr./Mrs.

Annex 3 to the Mandate Agreement

INTEGRITY CRITERIES

Given the following:

Members of the Board of Directors are obliged to declare any personal interests that may contradict the objective exercise of the tasks they exercise in the performance of the mandate;

Membrii Consiliului de Administratie sunt obligati sa ia toate masurile necesare pentru evitarea situatiilor de conflict de interese si incompatibilitati;

Early identification and timely removal of the premises of corruption facts are priority and imperative.

Ethics refers to individual behaviour, in the organizational context or not, which can be appreciated or evaluated from the perspective of ethical values, principles and rules of society.

Integrated behaviour is that behaviour appreciated or ethically evaluated as correct. Integrity, as individual value, refers to this ethical correctness, which cannot be delimited in legal and professional correctness;

The unintegrated behaviour is a form of undermining the mission of society leading to a toxic organizational climate for employees and third parties, and affecting the legitimate interests of all those involved, including public interest.

The company administrator assumes the following integrity criteria:

1. He is a competent, correct and eager person to contribute to the development of society;
2. Adhere to the values and principles of the society's ethical code;
3. Make decisions only in the interest of society (decisions are not made to gain financial benefits or other material advantages for themselves, families are close);
4. He has no business or contracts with the company for which he operates as a CA member or a partner company;
5. It ensures that the principle of transparency is respected in its decisions and actions;

6. It has a duty to declare any particular interests related to fulfilling the responsibilities specific to the mandate and to take attitude in the sense of resolving any conflicts of interest that may arise so as to protect the interest of the company;
7. He is responsible for his decisions and actions in front of shareholders and is subject to any performance assessment in carrying out the mandate;
8. It should not create financial or other obligations to organisations or natural or legal persons that would influence how it performs its duties specific to the mandate received from shareholders;
9. It does not register outstanding payments to the state budget as a natural person;
10. Criminal prosecution has not been initiated against him, has not been sentenced to sue or convicted for the commission of a corruption offence or a fact related to failure to comply with the regime of prohibitions, incompatibilities, conflict of interest or declaration of wealth, hijacking of funds, tax evasion, facts related to the exercise of administrator duties, or for any other facts provided by criminal law;
11. Against the National Integrity Agency a definitive finding act was ordered by the National Integrity Agency on violation of legal obligations on unjustified wealth, conflict of interest or regime of incompatibilities;
12. He was not established, by a judicial decision of the courts remaining definitive as a collaborator or security worker, as a political police, according to law and did not promote/does not promote extremist ideas or actions (racism, xenophobia, anti-Semitism);
13. He did not obtain titles and prime diplomas or intellectual theft proven by final decisions of the court;
14. It is not under judicial control for any type of offence, as well as in a state of preventive or home arrest;
15. He did not show unjust, aggressive or inappropriate behaviour towards colleagues;
16. It is effectively involved in promoting society integrity and provides its own example of integrity, sanctioning or adequately managing violations of the rules, from the smallest, of the type of significant deviations to the worst, of the level of offences.

Principal,
The Company OIL TERMINAL SA,
By: Mr./Mrs..... mandated, by
Decision no..... of
Ordinary General Meeting of Shareholders

Trustee,
Mr. /Mrs.....