

## MANDATE CONTRACT

Executed on this \_\_\_\_\_ day of \_\_\_\_\_

### I. Preamble

*Pursuant to the following:*

- Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises, with subsequent amendments and additions, hereinafter referred to as GEO no. 109/2011;
- The provisions of Law no. 31/1990 on companies, republished, with subsequent amendments and additions ("Law no. 31/1990");
- Law no. 187/2023 for the amendment and supplementation of Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises;
- Government Decision no. 639/2023 for the approval of the methodological norms for the application of Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises;
- The Articles of Incorporation of **Oil Terminal S.A.**;
- The provisions of articles 1913 – 1919, art. 1924, as well as art. 2009 and subsequent articles of the Civil Code;
- The company's Ordinary General Shareholders Meeting Resolution no. \_\_\_\_ of \_\_\_\_ approving the contract between the company and the company's provisional directors

*and whereas:*

- by Resolution no. \_\_\_\_ of \_\_\_\_, the Ordinary General Meeting of Shareholders of the company appointed Mr./Ms. \_\_\_\_\_ to the position of member of the Board of Directors, and he/she has expressly accepted the appointment, and will exercise, together with the other members of the Board of Directors, the duties provided by Law no. 31/1990, the Articles of Incorporation of the company ("the Articles of Incorporation"), and Government Emergency Ordinance no. 109/2011;
- Law no. 31/1990 and Government Emergency Ordinance no. 109/2011 require members of the Board of Directors, during their mandate, not to be in an employment relationship with the company;
- it is necessary to establish the rights and obligations of the signatory parties, in the context of a civil law relationship corresponding to the exercise of the position of a member of the Board of Directors,

the parties agree to conclude the present Mandate Contract, as a result of the mutual consent expressed by the signatory parties,

### II. Contracting Parties

**Art.1. The company.....S.A.**, managed under a unitary system, with its registered office at ....., number....., street....., county/district....., registered with

the Trade Register Office attached to the Court of ..... under no. ...., Unique Identification Code (CUI)....., represented ....., acting as the **Principal**, ("The Company"),

and

....., Romanian citizen, born on ..... in ..... , domiciled at ..... , Street....., no....., floor....., apartment..... district....., Personal Identification Code (CNP) ..... , acting as director or **Agent** ("Director/Agent").

**III. Definitions**

**Art.2.** For the purposes of this Mandate Contract, the following terms shall have the meanings set forth below:

- a. **Articles of Incorporation** – The Articles of Incorporation of Oil Terminal S.A., approved by the GSM, as in force on the date of this Mandate Contract or as it may be amended/supplemented/restated by resolution of the (Extraordinary) General Meeting of Shareholders of the Company;
- b. **Applicable Legal Framework** – the totality of Romanian legal norms, including those set forth in Government Emergency Ordinance no. 109/2011, Law no. 187/2023 for the amendment and supplementation of Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises, the Companies Law no. 31/1990, the Civil Code, the Fiscal Code, as well as in other normative acts (e.g., laws, regulations, decrees, and any other applicable regulatory acts issued by national, international, regional, local, or other governmental public authorities) that are relevant to the present Mandate Contract and applicable to the parties;
- c. **Conflict of Interest** – Any situation or circumstance determined/determinable according to the applicable legal framework, the Company's Organization and Operation Regulations ("Company ROF") and the Board of Directors' Organization and Operation Regulations ("BoD ROF") in which the Agent's direct or indirect personal interest conflicts with the Company's interest, thereby affecting or potentially affecting their independence and impartiality in making business decisions or in the timely and objective fulfillment of their duties in exercising their mandate for the Company;
- d. **Inside Information** – Precise information that has not been made public, relating directly or indirectly to one or more issuers or to one or more financial instruments, and which, if it were made public, might have a significant effect on the price of those financial instruments or on the price of related derivative financial instruments;
- e. **Confidential Information** – means and includes any non-public information regarding the Company's business activity, in accordance with the provisions of:(i) the laws; (ii) the resolutions of the General Meeting of Shareholders; (iii) the resolutions of the Board of Directors; (iv) the internal regulations of the Company.

Confidential Information refers principally, but is not limited to:

- contractual terms and any information concerning the business partners, clients, investors, or suppliers of the Company, as well as the conditions under which the Company conducts business activities with each of these persons;
  - computer programs, algorithms, procedures, or techniques used by the Company;
  - information regarding the Company's future plans, including, but not limited to, plans for expansion into new geographical areas, market segments, or services;
  - marketing strategies developed, researched, acquired (from a third party or otherwise), or used by the Company;
  - any other information obtained by the Agent during their mandate, which could reasonably be considered to reflect vulnerabilities of the Company.
- f. Impossibility of exercising the mandate/legal impediment;**
- (i) any circumstance that creates an unavailability for a period greater than or equal to 90 consecutive calendar days, depriving the member of the Board of Directors of the possibility to fulfill their duties, either personally or through representation, with the exception of cases provided for by law; (ii) pre-trial detention; (iii) the execution of a custodial sentence; (iv) the annulment of the (Ordinary) General Shareholders Meeting resolution for the appointment of the member of the Board of Directors.
- g. Remuneration due to the member of the Board of Directors** - the remuneration consisting of a monthly fixed allowance approved by the General Meeting of Shareholders within the structure and limits provided by the provisions of art. 153<sup>18</sup> of Companies Law no.31/1990 and of art. 37 of Government Emergency Ordinance no. 109/2011, art. VIII of Law no. 187/2023;
- h. Force Majeure** – signifies any external, unforeseeable, absolutely insurmountable, and unavoidable event, which could not have been foreseen at the time of the conclusion of this Mandate Contract and which makes the execution and, respectively, the fulfillment of the Mandate Contract impossible. Such events are considered to be: wars, revolutions, fires, floods or any other natural catastrophes, restrictions arising as a result of a quarantine, embargo, the enumeration not being exhaustive, but enunciative. An event similar to the ones above which, without creating an impossibility of performance, makes the performance of the obligations of one of the parties extremely costly is not considered Force Majeure;
- i. Business Decision** - signifies any decision to take or not to take certain measures with regard to the management of the Company;
- j. Fortuitous Event** - signifies an event that could not have been foreseen by the Director, nor could its occurrence have been prevented by them; the modification of the legal, regulatory, and fiscal framework in Romania existing at the signing of this Contract shall be considered a fortuitous event;

#### **IV. Object of the Mandate Contract**

**Art.3.** Under this Mandate Contract, the Director is authorized to take, together with the other directors, all necessary measures for the administration of the Company, in accordance with the provisions of the applicable legal framework in force, as well as in accordance with the provisions of the Company's Articles of Incorporation and this Mandate Contract, within the limits of the Company's scope of activity and with due observance of the exclusive reserved powers provided for by the legislation in force, as well as in accordance with the recommendations included in the applicable corporate governance guides and codes.

**Art.4.** For the purpose of fulfilling the object of this Mandate Contract, the Director shall perform all acts necessary for the administration of the Company's assets in its interest, for the fulfillment of its scope of activity, and shall exercise the duties established for him/her by the Articles of Incorporation and by this Mandate Contract.

**Art.5.** The place of performance of the Mandate is at the registered office of the Company, as indicated in Article 1 of this Contract, or at the place where he/she acts as a representative of the Company. The place of performance of the Mandate may be changed by the Company and may be set either at the offices of the Company's branches or at another location determined by the Company. The decision regarding the change of the place of performance of the mandate shall be communicated by the Company.

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

**Art.6.** The Mandate Contract is concluded for a period of ....., starting from .....[date] until .....[date], or until the completion of the selection procedure, if the selection is completed before the aforementioned term.

#### **VI. Obligations of the Director**

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

**7.1** To establish the main lines of business and to approve the Company's development strategy;

**7.2.** To set up, without limitation, advisory committees tasked with carrying out investigations and making recommendations to the board, such as the nomination and remuneration committee and the audit committee, in accordance with the legal provisions in force;

**7.3.** To establish accounting policies and the financial control system, as well as to approve financial planning, as the case may be;

**7.4.** To delegate the management of the Company to one or more directors, appointing one of them as general director, to select, appoint and remove the directors and the general director, and to set their remuneration upon the recommendation of the nomination and remuneration committee;

**7.5.** To quarterly evaluate the general director's activity, both in terms of the execution of the mandate contract concluded with him/her and regarding the observance and achievement of the management component of the administration plan;

**7.6.** To approve the Board of Directors' Organization and Operation Regulations;

**7.7.** To establish the duties delegated to the Company's executive management, namely to the general director and the other directors appointed with a mandate, for the purpose of executing the Company's operations;

**7.8.** To approve the conclusion of any contracts for which it has not delegated authority to the general director and the directors, within the limits provided by the Articles of Incorporation;

**7.9.** To prepare an annual report on the Company's activity in compliance with the provisions of art. 56 of GEO no. 109/2011;

**7.10.** To convene or, as the case may be, to approve the convening of the general meeting of shareholders, to participate in the meetings of the general meeting of shareholders, and to implement the resolutions of the general meetings of shareholders, to inform all shareholders about any act or event which might have a significant influence on the Company's situation;

**7.11.** To annually present to the Company's general meeting of shareholders, within the term provided by the legislation in the field, the report on the Company's activity, the annual financial statements, including

the balance sheet and the profit and loss account, to make recommendations regarding the distribution of profit, and to endorse the draft revenue and expenses budget of the Company;

**7.12.** To establish the level for contracting current bank loans, short- and medium-term commercial loans, and to approve the release/establishment of guarantees, in accordance with the Articles of Incorporation;

**7.13.** To file, if applicable, the request for the commencement of the Company's insolvency proceedings, according to the law;

**7.14.** To propose to the Company's general meeting of shareholders an increase in the share capital when such a measure is necessary for the company's activity, the establishment/dissolution of new units/sub-units, merger, division, as well as the establishment of legal entities, with or without legal personality, through association with other persons from the country/abroad;

**7.15.** To exercise the duties delegated to it by the Company's general meeting of shareholders in accordance with Law no. 31/1990, as well as any other duties provided for in the Legal Framework or the Articles of Incorporation for which it is responsible;

**7.16.** To present a semi-annual report on the administration activity at the general meeting of shareholders, which also includes information on the execution of the directors' mandate contracts, details regarding operational activities, the Company's financial performance, and the Company's semi-annual accounting reports;

**7.17.** To approve the level of professional liability insurance for the general director and the other directors appointed with a mandate, if applicable, under the terms of the law;

**7.18.** To approve the investment strategy;

**7.19.** To adopt, within 90 days from the date of appointment, a Code of Ethics, which shall be published, by the care of the Chairman of the Board of Directors, on the Company's own website and shall be reviewed annually, if applicable, with the approval of the internal auditor, and republished;

**7.20.** To allocate the necessary time, knowledge, and effort to fulfill the duties related to the position of non-executive member of the Company's Board of Directors;

**7.21.** To participate in the meetings of the Board of Directors and to analyze/verify the documents and information necessary to actively contribute to the board's discussions and to actively participate in the annual evaluation exercise of the Board of Directors;

**7.22.** To treat all shareholders equally and not to assume any special obligations towards one shareholder or another in connection with the Company's activity;

**7.23.** To avoid Conflicts of Interest with the Company, to inform the Board of Directors immediately upon such a situation occurring, and to abstain from participating in deliberations and making any decisions; the same obligation applies if the interested person is the spouse, relatives, or in-laws up to and including the fourth degree of the Director.

**Art. 8.** Additionally, the Director has the obligation:

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

**8.2.** To adopt all necessary measures to protect the Company's assets;

**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 of 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 Director, in the exclusive interest of the public enterprise;

**8.6.** To participate in a professional training program with a minimum duration of one week per year, which includes training sessions in the field of corporate governance, legal matters, as well as in any other fields related to the company's activity, at the company's expense;

**8.7.** To meticulously prepare for the board meetings, dedicating a minimum of 3 working days per month for this purpose, participating in the board meetings, as well as in the specialized committees;

**8.8.** To participate in one or more advisory committees established at the board level;

**8.9.** In the event of being appointed as Chairman of the Board of Directors, the Director shall also assume the corresponding duties of this position, as established in the Company's Articles of Incorporation, the Board of Directors' Organization and Operation Regulations, as well as in the applicable legal provisions.

**Art. 9.** The Director undertakes, together with the other Directors, to implement the management plan and the General Shareholders Meeting resolutions.

**Art. 10.** The Director, together with the other Directors, has the obligation to convene the general meeting of shareholders to approve any transaction if it has, individually or in a series of transactions concluded, a value greater than 10% of the net asset value of the Company or greater than 10% of the Company's turnover according to the latest audited financial statements, with the directors, with employees, with shareholders who hold control over the company or with a company controlled by them, as well as with the spouse, relatives or in-laws up to and including the fourth degree of the aforementioned persons.

**Art. 11.** The Director, together with the other Directors, has the obligation to inform the shareholders, at the first general meeting of shareholders following the conclusion of the legal act, about any transaction concluded by the Company with:

a) The persons provided for in Article 10, if the value of the transaction is below 10% of the net asset value of the Company or less than 10% of the Company's turnover according to the latest audited financial statements;

b) Another company or with the public tutelary authority, if the transaction has a value, individually or in a series of transactions, of at least the Lei equivalent of EUR 100,000.

**Art. 12.** The Director, together with the other Directors, has the obligation to present to the general meeting of shareholders, within the semi-annual and annual reports, in a special chapter, the legal acts concluded under the conditions of Article 11 and Article 12, specifying the following elements: the parties that have 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, the mutual claims, the guarantees established, the terms and methods of payment, and any other essential and significant information related 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 Director**

**Art. 13.** The Director shall receive a fixed gross monthly remuneration for the performance of the entrusted mandate in the amount of ..... lei, an amount established and calculated in accordance with GSM Resolution no. 12/27.04.2025.

**Art. 14.** The remuneration shall be paid once a month, specifically on the .....[date] of the current month, regardless of the number of meetings held in the month for which the payment is made.

**Art. 15.** The Company undertakes towards the Director to:

a) Reimburse expenses related to the performance of the mandate, based on supporting documents, in the same amount as for the general director's position, including but not limited to: accommodation expenses, per diem, transport, and any other types of expenses related to the performance of the mandate, regardless of whether they were incurred for domestic or foreign travel;

b) Provide equipment for logistical support (phone, tablet, laptop, car) necessary for the more efficient fulfillment of his/her duties and obligations in a proper and safe manner; in which case, the Director undertakes to use this equipment in accordance with the instructions given by the Company.

**Art. 16.** The Director shall be covered by a "directors & officers liability" insurance policy. The Company shall bear and pay the cost of the premiums for this insurance.

**Art. 17.** The Director may benefit, along with the other Directors, and under the terms of the law, from specialized assistance for substantiating/justifying the decisions taken within the Board of Directors, as well as from legal assistance in the event of claims being filed by a third party against the Director in connection with the performance of his/her duties in accordance with this Mandate Contract, the Articles of Incorporation, the Board of Directors' ROF, or the Legal Framework.

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

**Art. 18.** The Company shall have the right to require the Director to exercise his/her mandate in the exclusive interest of the Company and to hold him/her accountable for the manner in which it is exercised.

#### **IX. Obligations of the Company**

**Art. 19.** The Company undertakes to pay all monetary rights due to the Director as provided for in this Mandate Contract, including to withhold at source and to pay in a timely manner the income tax and all other mandatory contributions, whether fiscal or of any other nature, which are the Director's responsibility, on his/her behalf and for his/her account.

**Art. 20.** The Company undertakes to ensure the Director full liberty for the purpose of fulfilling the mandate/duties/obligations, with due observance of the limits provided for by the Articles of Incorporation, this Mandate Contract, and the applicable Legal Framework, as provided for in Article 3, Article 4, Article 7 and Article 8 of the Mandate Contract.

#### **X. Liability of the Parties**

**Art. 21.** The non-fulfillment and/or improper fulfillment of the obligations assumed by either of the signatory parties to this Mandate Contract shall lead to the civil and contractual liability of the party in fault, under the terms of the law.

**Art.22.** The party that has caused the termination of this Mandate Contract under the conditions of Article 21 shall be liable to the other party by covering all damages that have been caused by the termination of the Mandate Contract.

**Art.23.** The Director shall be liable for any damage suffered by the Company as a result of the culpable non-fulfillment by the Director of the duties and obligations provided for in this Mandate Contract, the Articles of Incorporation, the Board of Directors' ROF, the resolutions of the General Meeting of Shareholders, or the Legal Framework, in accordance with the applicable legal provisions, as well as for the non-fulfillment of the management plan for the purpose of achieving the objectives contained therein and the financial and non-financial performance indicators.

**Art.24.** The Director does not violate the duty of prudence and diligence and shall not be liable if, at the time of making a business decision, he/she is reasonably entitled to consider that he/she is acting in the interest of the Company and based on adequate information, and if a fortuitous event does not occur, as defined in Article 2 letter j).

**Art.25.** The Company shall be liable for the non-observance of the obligations assumed under this Mandate Contract and shall cover the damages thus caused.

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

During the term of this Contract, the Director has the obligation to:

**Art. 26.** Exercise his/her mandate with the loyalty, prudence, and diligence of a good Director, always acting in the interest of the Company and to the standards of diligence expected from a professional who provides services related to a non-executive position on the Board of Directors of companies with a scope of activity identical or similar to that of the Company; the Director shall not breach the above obligation if, at the time of making a business decision, he/she is reasonably entitled to consider (i) that he/she is acting in the interest of the Company and (ii) has made the decision based on adequate information.

**Art. 27.** a) Maintain the confidentiality of the Company's information and business secrets to which he/she has had access through the documents presented to the Board of Directors, with the exception of situations where such use is required by law or is necessary in relations with public authorities and/or for the Director's participation in any litigation concerning the Company's activity;

b) Use all information regarding the Company, with the exception of information that is publicly available (without this being the result of an impermissible act, omission, or similar action by the Director), acquired by the Director during his/her appointment. This information is confidential and shall be used by the Director solely for the purpose of performing his/her duties as a non-executive Director. The Director shall not use this information for his/her own benefit, whether directly or indirectly, or for the benefit of third parties. The Director shall not disclose this information to any third party, except where he/she is required to do so in accordance with the Legal Framework and this Mandate Contract. This obligation shall be valid during the term of this Mandate Contract and for a period of 5 (five) years after its termination;

c) Not use for his/her own benefit and not disclose to any unauthorized person any confidential or secret information regarding the Company's activity. To this end, the Director undertakes to comply with the confidentiality rules provided for in Annex 1 to this Contract;

d) Carry out his/her activity in such a way as to protect the Company's image, not to communicate publicly and not to present, even confidentially, information other than that which has become public in any other way, regarding the Company or its activity, of a nature to mislead and/or deceive the public opinion, contractual partners, persons involved in the Company's activity, and to create a situation unfavorable to it.

**Art.28.** a) Avoid conflicts of interest with the Company, inform the Board of Directors immediately upon such a situation occurring, and abstain from participating in deliberations and making any decisions; the same obligation applies if the interested person is the spouse, relatives or in-laws up to and including the fourth degree of the Director;

b) Not use for commercial purposes, for himself/herself or for another, the results of research performed by the Company alone or in partnership with entities involved in the activity and valorization of the Company's purpose, or other information of a business secret nature related thereto (know-how or similar);

c) Not use the Company's name for his/her own benefit or for the benefit of another person;

d) Not request or accept any business directly or indirectly related to products that compete with those of the Company from any of its clients, wherever they may be located.

**Art.29.** a) During the performance of his/her mandate within the Company, the Director shall not: (i) acquire participations that allow the exercise of control in a company that carries out the same or a similar activity to that of the Company or that has regular commercial relationships with the Company, or (ii) act as an Director, director, member of the directorate, auditor, employee, agent, or representative of a company that is a competitor of the Company, or (iii) in any way provide services similar to those provided for the benefit of the Company, in his/her own interest or in the interest of a third party that has the same or a similar scope of activity as that of the Company; b) During the performance of his/her mandate within the Company, the Director undertakes not to engage in acts of unfair competition, whether directly or indirectly, in his/her own name or on behalf or for the benefit of a third party, including but not limited to inducing or attempting to induce any employee, consultant, supplier, buyer or independent contractor of the Company to terminate the relationship with the Company.

## **XII. Force Majeure**

**Art.30.** The Parties shall be exempt from liability in case of force majeure, as defined in Article 2, letter h) of this Mandate Contract.

**Art.31.** In case of force majeure, the parties shall make joint efforts to mitigate any damages that may result from the occurrence of such a cause.

**Art.32.** The Parties shall also undertake to notify each other, in writing, within a maximum period of 5 (five) days from the occurrence of any force majeure event and, in general, to inform each other in a timely manner about any potential impediments likely to lead to difficulties in the performance of the object of this Mandate Contract.

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

**Art. 33.** This Mandate Contract may be amended only by the written agreement of the signatory parties, expressed in an addendum.

**Art. 34.** This Mandate Contract shall be updated in accordance with the legal regulations that have come into force subsequent to its conclusion and which are applicable to it.

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

**Art.35.** This Mandate Contract shall terminate in the following situations:

**35.1.** The expiration of the term for which it was concluded;

**35.2.** In the event of failed negotiations for the approval of the financial and non-financial performance indicators resulting from the management plan;

**35.3.** The immediate removal of the Director by the Company's general meeting of shareholders for the culpable and unjustified non-fulfillment of the obligations provided for in the Mandate Contract or under the terms of the law;

**35.4.** The death of the Director;

**35.5.** The Company's insolvency or bankruptcy;

**35.6.** The agreement of the signatory parties;

**35.7.** The Director's resignation from the mandate for non-imputable reasons, in which case he/she must send the Company a 30-day prior notification;

**35.8.** The occurrence of legal impediments, as they are defined in Article 2, letter f) of this Contract;

**35.9. In the event that following the evaluation performed by AMEPIP, the latter does not issue a favorable opinion for holding the position of member of the company's Board of Directors.**

**Art.36.** The Director's mandate may also be revoked in the event of a final criminal conviction by a court decision for (i) committing an offense against property by breach of trust, a corruption offense, embezzlement, a forgery of documents offense, tax evasion, an offense provided for by Law no. 656/2002 on 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 for by the Companies Law no. 31/1990, republished with subsequent amendments and additions, or (iii) in the event of a final criminal decision regarding the commission of an intentional offense, in accordance with the criminal law. In these cases, the revocation of the mandate by the Company's general meeting of shareholders shall not be considered a revocation without just cause.

**Art.37.** The commission by the Director of any of the deeds or actions provided for in Chapter XI of this Contract grants the Company's general meeting of shareholders the right to terminate this Contract due to the Director's fault, as well as the right to compel the Director to cease or remove the deed/action or their consequences, to return confidential documents illicitly appropriated from their legitimate holder and, as the case may be, to pay damages for the losses caused to the Company, in accordance with the legislation in force.

## **XV. Disputes**

**Art.38.** Any dispute that arises between the Parties concerning the conclusion, performance, amendment, termination, or interpretation of the clauses of this Mandate Contract, which cannot be resolved amicably, shall be submitted for resolution to the competent courts of Romania.

## **XVI. Confidentiality Obligation between the Parties**

**Art.39.** The Parties undertake to maintain confidentiality in accordance with the applicable legal and statutory provisions in force, regarding all data, information, and documents received from the other party in the performance of this Mandate Contract.

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

**Art.41.** The obligation of confidentiality shall not apply to the disclosure of information in one of the following cases:

**41.1.** If the information was known to the party before being obtained from the other party and the party can prove this;

**41.2.** If the disclosure of the information was made after receiving the other party's written consent;

**41.3.** If the information was in the public domain at the time of its disclosure;

**41.4.** If the party disclosed the respective information to comply with legal provisions or a court order.

## **XVII. Final Provisions**

**Art.42.** The Director confirms that he/she fulfills all the requirements provided for by the Legal Framework and the Articles of Incorporation to be appointed to the position of non-executive Director of the Company, that he/she is not in any situation/position provided for in Article 30 and in none of the incompatibility

situations provided for by GEO no. 109/2011 and by Law no. 31/1990 or of competition provided for in Annex 2 to this Contract.

**Art. 43.** This Contract is governed by and shall be interpreted in accordance with Romanian law. For any aspect that is not expressly provided for in this Mandate Contract, it shall be supplemented by the provisions of the Civil Code, GEO no. 109/2011, Law no. 187/2023 for the amendment and supplementation of Government Emergency Ordinance no. 109/2011 on corporate governance of public enterprises, Government Decision no. 722/2016, the Articles of Incorporation, the Board of Directors' ROF, as well as any other applicable legal provisions.

**Art. 44.** The Director agrees to the processing of his/her personal data obtained by the Company from him/her (for example, data regarding identity, domicile, professional activity, personal numerical code, etc.), for the purpose of or in connection with the performance of this Mandate Contract.

**Art. 45.** The Director is not an employee, and this Mandate Contract is not an employment contract.

**Art. 46.** This Mandate Contract represents the entire agreement of the Parties and supersedes any prior agreements, whether written or oral, between the Parties concerning the object of this Mandate Contract.

**Art. 47.** If certain clauses of this Mandate Contract cease to produce legal effects, the validity of the remainder of the provisions of this Mandate Contract shall not be affected. In such cases, the Parties agree to renegotiate in good faith any clause that has ceased to produce legal effects, by adding the clause thus renegotiated to this Mandate Contract.

**Art. 48.** 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 indicated in Article 1 of this Mandate Contract. Depending on the situation, the Parties shall in good faith and in a reasonable manner choose 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 the contractual obligations that fall to the Parties.

**Art. 49.** If, at any time during the term of this Mandate Contract, one of the Parties does not expressly insist on enforcing a certain provision of this Mandate Contract, this shall not be considered a waiver by that Party of such a provision or of the right to enforce those provisions.

Therefore, we have concluded this Mandate Contract today, ....., in ....., in 2 (two) original copies. The parties also declare that each has received one copy upon signing this Contract.

**The Company.....**  
By:.....authorized,  
By Resolution no.....  
of the Ordinary General Meeting of Shareholders

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

## PRIVACY POLICY

### 1. Definitions

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

- a) Contractual terms and any information regarding the Company's business partners, clients, agents, employees, contractors, investors, or suppliers, as well as the conditions under which the Company conducts economic activities with each of these persons;
- b) Computer programs (including source code and object code) or software developed, modified, or used by the Company;
- c) Information of any kind compiled by the Company, including, but not limited to, information related to products and services, advertising and marketing, as well as existing or potential clients, suppliers, and/or business partners;
- d) Algorithms, procedures or techniques, or essential ideas and principles underlying such algorithms, procedures or techniques developed by or those used by the Company or otherwise known to the Company (with the exception of any algorithm, procedure or technique that is in the public domain), regardless of whether these algorithms, procedures, techniques are part of a computer program or not, including, but not limited to techniques for:
  - identifying potential clients;
  - effective communication with existing or potential clients;
  - reducing operating costs or increasing system efficiency.
- e) The fact that the Company uses, has used, or has evaluated as a possibility to use any specific database, data sources, algorithms, procedures or techniques, or ideas developed or provided by a person other than the Company (including any algorithm, procedure, or technique in the public domain), regardless of whether such algorithms, procedures, or techniques are part of a computer program or not;
- f) Marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested, or used by the Company, or any information regarding or that could reasonably lead to the development of such a strategy;
- g) Information regarding the Company's future plans, including, but not limited to, plans for expansion into geographic areas, market segments, or services, any information that would ordinarily be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income, except for information whose disclosure is authorized by the Company's internal regulations;
- h) Information to be disclosed exclusively under the conditions stipulated in point 5;
- i) Any other information acquired by the Director in the course of exercising their mandate, which could reasonably be considered to reflect the Company's vulnerabilities, and which would help a competitor or potential competitor of the Company to successfully compete against the Company;

- j) Any information received by the Company from third parties who, in turn, have a confidentiality obligation of which the Company is notified;
- k) Any information derived from all of the above;
- l) Any copies of all the aforementioned information, except in situations where these copies are requested by a court of law or another public authority, under the conditions provided by law.

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

The Director acknowledges that they have acquired and/or will acquire Confidential Information during or in connection with their mandate within the Company. They also recognize that the use of this Confidential Information by themselves or by others for the purpose of competing with the Company would seriously endanger the Company's ability to continue its economic activity.

Therefore, the Director agrees that, directly or indirectly, at any time, during the term of the contract concluded with the Company or at any time after its termination, and regardless of when and for what reason this contract may terminate, they will not use or cause the use of any Confidential Information in connection with any activities or business, except for the Company's public economic activities. Furthermore, they will not disclose or cause the disclosure of any Confidential Information to any individual, 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 decision of a competent court or arbitral tribunal, or by any public authority legally empowered to receive such information.

Additionally, the Director agrees to promptly notify the Company of any act by a court or arbitral tribunal, or other public authority, of the nature specified in the preceding paragraph. This notification will allow the Company to adopt protective measures or other suitable solutions under the law. The Director will also provide any further assistance the Company may reasonably request to guarantee such measures or solutions.

If the protective measures mentioned in the previous paragraph are insufficient, the Director will only provide the section of Confidential Information that is legally required by the public authority in question and will make all reasonable and legally founded efforts to obtain confidential treatment for any Confidential Information thus disclosed.

## **3. Use and Disclosure of Third-Party Information**

The Director understands that the Company sometimes receives information from third parties that the Company must treat confidentially and use only for limited purposes ("Third-Party Information").

The Director agrees that, directly or indirectly, at any time during the contract with the Company, or at any time after its termination, and regardless of when and for what reason this contract terminates, they will not use or cause the use of any Third-Party Information, except where permitted by a written agreement between the Company and the respective third party, or unless required by any applicable law or by a decision of a competent court, arbitration tribunal, or any other public authority legally authorized to receive such information.

Additionally, the Director undertakes to promptly notify the Company of any act by a court, arbitration tribunal, or other public authority of the nature specified in the preceding paragraph, so that the Company can adopt, in accordance with the law, protective measures or another appropriate solution. If protective

measures are not sufficient, the Director will only provide the section of Third-Party Information as legally required.

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

No provision in this contract shall imply or in any way affect the Company's rights to protect its trade secrets by any means provided by law.

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

During the execution of the Mandate Contract and upon its termination, the Director will promptly disclose and hand over to the Company, to the extent such disclosure would be reasonably considered to be in the Company's interest, in writing or in any form and manner reasonably required by the Company, the following information ("Information to Be Disclosed"):

- (i) All and any algorithms, procedures, or techniques related to the Company's economic activities or the Director's work within the Company, along with the essential ideas and principles underlying such algorithms, procedures, or techniques conceived, originated, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested, or applied by the Director during their activity within the Company, regardless of whether such algorithms, procedures, or techniques have been incorporated into a computer program;
- (ii) All and any marketing strategies, the essential ideas and principles underlying these strategies, and any information that could reasonably lead to the development of such strategies conceived, originated, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested, or applied by the Director during their activity within the Company;
- (iii) Information regarding all and any products and services, the essential ideas and principles underlying these products and services, conceived, originated, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested, or applied by the Director during their activity within the Company; and
- (iv) Any other ideas or information conceived, originated, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested, or applied by the Director during their activity within the Company, if these ideas or information could reasonably be considered useful or valuable to the Company.

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

The Parties agree that the Information to be disclosed under Section 5 is, in turn, subsumed within the scope of Confidential Information, as defined in Section 1 of this Annex. The Director undertakes to use and preserve all Information to be disclosed under Section 5 in the same manner as Confidential Information, while also adhering to the provisions of Section 3 of this Annex regarding the confidentiality of Third-Party Information.

As an exception to the provisions of this section, information disclosed under Section 5 will not be considered Confidential Information within the meaning of this Mandate Contract, to the extent that it is unrelated to the company's economic activity and has general applicability, being usable in any industry.

**7. Duration of Confidentiality Obligations**

The confidentiality obligations incumbent upon the Director according to this Annex, which is an integral part of the Mandate Contract, shall remain applicable even after the termination of the contract and shall be effective for a period of at least 5 (five) years.

**The Company.....S.A.**  
By:.....authorized,  
By Resolution no.....  
of the Ordinary General Meeting of Shareholders

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

## NON-COMPETITION OBLIGATIONS

### 1. Non-competition

During their mandate with the Company, the Director, directly or indirectly, agrees and undertakes:

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

This non-compete obligation is effective within Romania, as well as in countries where the Company operates or intends to operate.

### 2. Non-Solicitation

During their mandate with the Company, the Director, directly or indirectly, with or without commission, will not:

- a) persuade or attend to persuade any employee, consultant, supplier, buyer, or independent contractor of the Company to terminate their relationship with the Company;
- b) utilize, retain as a consultant or contractor, or cause the employment or retention of any employee, or the engagement/contractual relationship with any agent, consultant, service or product supplier, buyer, or independent contractor of the Company, in such a way that the action causes harm to the Company.

### 3. Breach of Non-Compete Obligations

Any breach of the obligations included in this Annex by the Director entitles the Company to claim damages from them for the losses incurred by the Company.

**The Company**..... **S.A.**  
By:.....authorized,  
By Resolution no.....  
of the Ordinary General Meeting of Shareholders

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

.....

## INTEGRITY CRITERIA

Considering that:

- Board of Directors members have an obligation to declare any personal interests that may conflict with the objective exercise of their duties in fulfilling their mandate;
- Board of Directors members have the obligation to take all necessary measures to avoid situations of conflict of interest and incompatibility;
- Early identification and timely removal of the premises for the occurrence of corrupt acts are priority and imperative;
- Ethics refers to individual behavior, within or outside an organizational context, which can be assessed or evaluated from the perspective of the Company's ethical values, principles, and rules;
- Integrity is the behavior assessed or evaluated as ethically correct. Integrity, as an individual value, refers to this ethical correctness, which cannot be separated into legal and professional correctness;
- Lack of integrity is a form of undermining the company's mission, leading to a negative organizational environment for employees and third parties, and affecting the legitimate interests of all involved, including the public interest,

The Company's Director undertakes the following integrity criteria:

1. Is a competent, fair person, willing to contribute to the company's development;
2. Adheres to the values and principles of the company's code of ethics;
3. Makes decisions solely in the interest of the company (decisions are not made to gain financial benefits or other material advantages for themselves, family, or close associates);
4. Has no business dealings or contracts with the company for which they serve as a Board of Directors member, or with a partner company;
5. Ensures adherence to the principle of transparency regarding their decisions and actions;
6. Has a duty to declare any private interests related to the fulfillment of their mandate's specific responsibilities and to take action to resolve any conflicts of interest that may arise, thereby protecting the company's interest;
7. Is responsible for their decisions and actions to the shareholders and is subject to any performance evaluation in fulfilling the mandate;
8. Must not create financial or other obligations to organizations or individuals that would influence how they carry out the duties specific to the mandate;
9. Has no outstanding payments to the state budget as an individual;
10. Has not been criminally investigated, indicted, or convicted for committing a corruption offense or an act related to non-compliance with the regime of prohibitions, incompatibilities, conflicts of interest, or asset declarations, embezzlement, tax evasion, acts related to the exercise of administrator duties, or for any other acts provided by criminal law;
11. No finding of non-compliance regarding unjustified assets, conflict of interest, or incompatibility regimes, issued by the National Integrity Agency, has become final against them;

12. They have not been definitively established by a court decision as a collaborator or worker of political police, as a political police force, according to law, and they have not promoted/do not promote extremist ideas or actions (racism, xenophobia, anti-Semitism);
13. They have not obtained titles or diplomas through plagiarism or intellectual theft proven by final court decisions;
14. They are not under judicial control for any type of offense, nor are they in pre-trial detention or house arrest;
15. They have not exhibited injurious, aggressive, or inappropriate behavior towards colleagues;
16. They effectively engage in promoting the company's integrity and offer their own example of integrity, sanctioning or adequately managing rule violations, from minor deviations to serious offenses.

**The company..... S.A.**

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

**DIRECTOR**

**Mr./Ms.**

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