

-DRAFT / INDICATIVE MODEL-

MANDATE CONTRACT

Concluded today _____

In application of the provisions of:

- **Government Emergency Ordinance No. 109/2011** on the corporate governance of public enterprises, as subsequently amended and supplemented, hereinafter referred to as GEO No. 109/2011;
- **Government Decision No. 639/2023** approving the Methodological Norms for the application of certain provisions of GEO No. 109/2011 on the corporate governance of public enterprises, hereinafter referred to as GD No. 639/2023, Annex No. 1-Methodological Norms of 27 July 2023 for establishing the selection criteria for members of the boards of directors/supervisory boards of public enterprises, for drawing up the shortlist for each position, their ranking, the procedure for final appointments, as well as for establishing other measures necessary for the implementation of the provisions of Government Emergency Ordinance No. 109/2011 on the corporate governance of public enterprises and Annex No. 2-Methodological Norms of 27 July 2023 for establishing financial and non-financial performance indicators and the variable component of the remuneration of members of the administrative/supervisory boards of public enterprises, as well as of directors and members of the management board;
- **Company Law No. 31/1990**, republished, with amendments and additions, hereinafter referred to as Law No. 31/1990;
- **Law No. 287/2009** on the Civil Code, as amended and supplemented, Articles 1913-1919, Art. 1924, as well as Art. 2009-2042;
- **The Articles of Incorporation of the Company**, hereinafter referred to as the Articles of Association,

Following and based on the appointment by the General Meeting of Shareholders/Associates (hereinafter referred to as the GMS) through **GMS Resolution No. ____/____** of Mr/Ms _____ as a member of the Board of Directors of the Company, and the express acceptance by Mr/Ms _____ of the mandate, it being necessary to establish the rights and obligations of the principal and the agent corresponding to the latter's exercise of the function of member of the Board of Directors, this Mandate Contract is concluded as follows.

Art. 1. Parties to the contract

The Company, with its registered office in, street, no., county

....., registered with the Trade Registry Office attached to the Court of under no. / /, CUI, represented by the General Meeting of Shareholders/Associates, which appointed by **Resolution no. ____/____** of the **General Meeting of Shareholders** on _____ to sign on behalf of the Company this contract in the form and content approved by **Resolution no. ____/____** of the **General Meeting of Shareholders**

GMS no. ____/____, as **principal**, and

_____, Romanian citizen, born on _____ in _____, residing in _____, with the correspondence address declared in _____, CNP _____ appointed as **a member** of the

Board of Directors of the Company (hereinafter referred to as **the Administrator**), in accordance with **Resolution No. ____/____ of the General Meeting of Shareholders**, who took note of the form and content of the contract approved by **Resolution No. ____/____ of the General Meeting of Shareholders** and expressly accepted the mandate under these contractual conditions, as **agent**.

Art. 2. Term of office

2.1 The mandate contract shall be concluded from the date **of the HAGOA appointment until 15.02.2027**.

2.2 The mandate may be renewed once, subject to the conditions and in accordance with the procedure established by the legislation on corporate governance.

Art. 3. Definitions

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

- a. Articles of Incorporation– The Articles of Incorporation of the Company, approved by the General Meeting of Shareholders, as in force on the date of this Mandate Contract or as amended/supplemented/reworded by resolution of the General Meeting of Shareholders/Members of the Company;
- b. **Applicable legal framework** – the set of Romanian legal norms contained in Law No. 31/1990, Government Emergency Ordinance No. 109/2011, Government Decision No. 639/2023, the Civil Code with subsequent amendments and additions, the Fiscal Code, as amended and supplemented, as well as other normative acts relevant to this Mandate Contract, applicable to the parties;
- c. **Conflict of interest** - any situations or circumstances determined/determinable according to the applicable legal framework, the Company's Organisation and Functioning Regulations ("Company OFR") and the Organisation and Functioning Regulations of the Board of Directors ("BD OFR") in which the personal interest, direct or indirect, of the Agent, is contrary to the interest of the Company, such that it affects or could affect its independence and impartiality in making business decisions or performing its duties in a timely and objective manner in the exercise of its mandate for the Company;
- d. **Inside information** - precise information that has not been made public, which relates directly or indirectly to one or more issuers or to one or more financial instruments, and which, if it were made public, could have a significant impact on the price of those financial instruments or on the price of related derivative financial instruments;
- e. **Confidential information** - means and includes any information relating to the economic activity of the Company that is not public, in accordance with the provisions of:
 - (i) the law;
 - (ii) GMS resolutions;
 - (iii) resolutions of the Board of Directors; - (iv) internal regulations of the Company.

Confidential information mainly refers to, but is not limited to:

- ✦ contractual terms and any information regarding the Company's business partners, customers, investors or suppliers, as well as the conditions under which the Company conducts economic 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 geographical areas, market segments or services;
- ✦ marketing strategies developed, investigated, acquired (from a third party or otherwise), or used by the Company;
- ✦ any other information acquired by the Mandatee in the course of exercising his mandate, which could reasonably be considered to reflect vulnerabilities of the Company.

f. Inability to exercise the mandate/legal impediment;

- (i) any circumstance that creates an unavailability lasting 90 consecutive calendar days or more, preventing the member of the Board of Directors from performing their duties, personally or by representation, except in cases provided for by law;
- (ii) preventive arrest;
- (iii) serving a custodial sentence;
- (iv) annulment of the decision of the Company's General Meeting of Shareholders appointing the member of the Board of Directors.

g. Remuneration due to members of the Board of Directors - the remuneration of members of the Board of Directors shall be determined by the General Meeting of Shareholders within the structure and limits provided for in paragraphs (2), (3) and (4) of Article 37 of Government Emergency Ordinance No. 109/2011;

h. Force majeure - means any external, unforeseeable, absolutely insurmountable and unavoidable event that could not have been foreseen at the time of conclusion of this Mandate Contract and which makes it impossible to execute and, respectively, fulfil the Mandate Contract.

Such events include: wars, revolutions, fires, floods or any other natural disasters, restrictions arising from quarantine, embargoes, the list being illustrative and not exhaustive. An event such as those listed above which, without making performance impossible, makes the performance of the obligations of one of the parties extremely costly, shall not be considered force majeure;

- i. Business decision** - means any decision to take or not to take certain measures regarding the management of the Company;
- j. Fortuitous event** - means an event that could not have been foreseen by the Agent and could not have been prevented by the Agent from occurring; changes in the legal, regulatory and tax framework in Romania existing at the time of signing this Agreement are assimilated to a fortuitous event;
- k. Financial and non-financial performance indicators** - performance indicators negotiated and approved by the General Meeting of Shareholders, different from those approved for Directors, included in the addendum to the Mandate Contract.

Art. 4. Subject matter of the Mandate Contract

4.1 By this Mandate Contract, the Administrator is entrusted with the administration of the Company, in accordance with the status of member of the Board of Directors, having the powers, competences and responsibilities established by law and the Articles of Association;

4.2 The Administrator's obligations are governed by law, as it may be amended during the term of office, including the legislation applicable to public enterprises, the provisions of the Articles of Incorporation and those of this Mandate Contract. In order to achieve the purpose of this Mandate Contract, the Administrator shall perform, within the limits of the duties and powers of a member of the Board, all acts necessary for the administration of the Company in its interest and for the fulfilment of its object of activity, exercising the mandate with loyalty, in the interest of the Company, with the prudence and diligence of a good administrator.

Art. 5. Rights and obligations of the Administrator

5.1 Rights of the Administrator

5.1.1 The administrator is entitled to remuneration consisting of a fixed monthly allowance;

5.1.2 The Administrator is entitled to benefit from a professional liability insurance policy taken out by the Company. The premiums for this insurance shall be paid by the Company and shall not be deducted from the remuneration due to the Administrator;

5.1.3 Reimbursement of necessary and useful expenses, incurred with the prior approval of the General Meeting of Shareholders, justified in the interest of fulfilling the mandate;

5.1.4 The Administrator shall be entitled to compensation in the event of revocation of the mandate without just cause. With reference to Article 8.5, "just cause" within the meaning of this article shall include, but is not limited to, the failure by the Administrator to fulfil or the improper fulfilment of any legal obligation or obligation stipulated in this contract and the unjustified refusal to conclude addenda to this contract establishing changes made by operation of law. Furthermore, revocation shall take place with "just cause" if the key performance indicators are not met at the minimum level approved by the AGM, as well as if the Administrator refuses to assume the key performance indicators and meet them at the minimum level approved by the AGM, refusing to duly conclude an addendum to the Mandate Contract;

In the event of dismissal of the administrator without just cause:

a) The Administrator shall be entitled to receive from the Company compensation equivalent to a maximum of one fixed net monthly allowance;

b) payment of this amount as compensation shall be made by the Company within a maximum of 60 calendar days from the date of adoption of the GMS decision on dismissal, if the decision is not contested. The administrator agrees and accepts that this compensation is the administrator's sole remedy in the event of his or her dismissal without just cause. The administrator is entitled to payment of damages in the event of dismissal without just cause, except in the situations provided for in Article 30 paragraph (3³) of Government Emergency Ordinance No. 109/2011 and Art. VII para. (2) of Law No. 187/2023 amending and supplementing Government Emergency Ordinance No. 109/2011 on the corporate governance of public enterprises;

5.1.5 In the event that the administrator challenges the revocation decision issued by the Company in court, the challenger declares that he/she definitively and irrevocably waives any interest and penalties related to the principal right claimed, except for legal expenses;

5.1.6 The administrator has the right to access any information related to the Company, subject to the obligation of confidentiality and the provisions related to access to trade secrets, respectively classified national information;

5.1.7 The administrator may benefit, together with the other administrators, under the conditions of the law, from specialised assistance for substantiating/motivating the decisions taken within the Board, for example, but not limited to: audits, anti-fraud investigations, market analysis and others, with the approval of the AGM;

5.1.8 The administrator is entitled to the same compensation and benefits package, including medical services and/or medical insurance, contracted by the Company for employees (if applicable); 5.1.9. In exceptional cases, when the interests of the Company so require, he may request the convening of the General Meeting of Shareholders/Members.

5.2 Obligations of the Administrator and the Board of Directors in the administration of public enterprises

5.2.1 By signing this contract, the Administrator accepts the Administration Plan with its two components, administration and management, approved by Decision of the Board of Directors no. 90 of 07.04.2023.

5.2.2 By signing this contract, the financial and non-financial performance indicators of the company approved by OGMS Decision No. 7 of 03.09.2025, based on the company's integrated management plan and in

accordance with the minimum level established by AMEPIP, in accordance with AMEPIP President's Order No. 651/24.12.2025, as set out in Annex No. 4 to this contract.

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

5.2.4 The administrator is obliged to contribute to the drafting of the public enterprise's budget and, where applicable, the activity programme for the following financial year;

5.2.5 The administrator is obliged to prepare and participate in the meetings of the Board, as well as in one or more advisory committees set up at the level of the Board;

5.2.6 If appointed as Chairman of the Board of Directors, the administrator shall also have the duties corresponding to this position, as established in the Company's Articles of Association, the Rules of Organisation and Functioning of the Board of Directors, as well as in the applicable legal provisions;

5.2.7 The director is obliged to attend the General Shareholders' Meetings;

5.2.8 The administrator is obliged to represent the Company in the cases provided by law and, where applicable, in cases where this power has been expressly granted to him/her;

5.2.9 The administrator is obliged to participate in the preparation and submission to the Public Authority, the Agency for Monitoring and Evaluating the Performance of Public Enterprises (hereinafter referred to as AMEPIP), the Ministry of Finance and other authorities, the reports provided for by law, the reports on the Company's activity and the status of achievement/fulfilment of the key performance indicators in the mandate contract, as well as, where applicable, information regarding the mandate contracts of the Company's directors;

5.2.10 The administrator is obliged to formulate proposals regarding the Company's development strategy, to establish the main directions of development, and to approve them after they have been agreed upon by the Board of Directors;

5.2.11 The administrator is obliged to participate in the selection, recruitment, appointment and dismissal of directors, the evaluation of their activity, and the establishment and approval of their remuneration;

5.2.12 The administrator is obliged to approve the recruitment and dismissal, as the case may be, of the internal audit manager and to receive from him, whenever requested, reports on the Company's activity;

5.2.13 The administrator is obliged to verify the functioning of the Internal Management Control System;

5.2.14 The administrator is obliged to report conflicts of interest and incompatibilities for members of the administrative and management bodies or for the staff of the public enterprise;

5.2.15 The administrator is obliged to declare, in accordance with the legislation in force and the code of ethics, the existence of any conflicts of interest and incompatibilities. In situations of conflict of interest, the administrator is obliged to refrain from participating in the decision-making process within the Board/advisory committees/in the exercise of his/her duties as administrator;

5.2.16 The administrator has a duty of non-competition and disclosure in accordance with Articles 153¹⁵ and 153¹⁷ of Law No. 31/1990, republished, as amended and supplemented, in conjunction with the provisions of Article 33 of Government Emergency Ordinance No. 109/2011;

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

5.2.18 The administrator is obliged to comply with the legal and statutory provisions regarding lending and concluding legal acts with the public enterprise;

5.2.19 To participate in at least one professional training programme in the field of corporate governance, as well as in any other areas relevant to the public enterprise, in accordance with the applicable legal framework, with the approval of the GSM;

5.2.20 The Administrator is obliged to exercise diligence in receiving, holding and transmitting information (including documents) owned by the Company, using for these purposes exclusively technical means and electronic or physical media of communication or storage owned/controlled by the Company (laptop/tablet, e-mail, other communication applications, physical storage media, etc.). In applying this contractual clause, the

Administrator is obliged to comply with specific internal regulations concerning information security. The obligations established by this contractual clause are part of the confidentiality obligation assumed by the Administrator under this contract;

5.2.21 The Administrator, together with the other members of the Board of Directors, is obliged to request the convening of the General Meeting of Shareholders to approve any transaction if it has, individually or in a series of transactions, a value greater than 10% of the net assets of the Company or greater than 10% of the Company's turnover according to the latest audited financial statements, with the members of the Board of Directors or with the directors, employees, shareholders who control the company or with a company controlled by them, as well as with the spouse, relatives or relatives up to and including the fourth degree of the persons mentioned;

5.2.22 The administrator, together with the other members of the Board of Directors, is required to inform the shareholders, at the first general meeting of shareholders following the conclusion of the legal act, of any transaction concluded by the Company with: a) the persons referred to in point 5.2.21, if the value of the transaction is below 10% of the Company's net assets or less than 10% of the Company's turnover according to the latest audited financial statements; b) another company or the supervisory public 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;

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

5.2.24 Not to make unauthorised statements regarding ongoing disputes in which the Company is a party;

5.2.25 Not to provide assistance and advice to natural or legal persons with a view to promoting legal or other actions against the Company;

5.2.26 The Administrator shall assume the conditions for obtaining the ORNISS certificate at the level requested by the company, in accordance with the provisions of Law No. 182/2002 on the protection of classified information, the National Standards for the Protection of Classified Information in Romania, approved by Government Decision No. 585/2002, and the Rules on the Protection of Classified Information of the North Atlantic Treaty Organisation in Romania, approved by Government Decision No. 353/2002 (if applicable);

5.2.27 To comply with the confidentiality rules, non-competition obligations and integrity criteria set out in Annexes No. 1, 2 and 3 to the Contract;

5.2.28 The administrator shall have any other obligations provided for by the normative acts in force in the field, the Articles of Incorporation and the internal regulations adopted at the level of the Company;

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

5.2.30 To evaluate the activity of the general manager/managers, both in terms of the execution of the mandate contract(s) and in terms of compliance with and implementation of the Management Component of the Management Plan;

5.2.31 To approve the conclusion of contracts, within the limits provided for in the articles of association, by resolutions of the GMS, and the applicable legal framework;

5.2.32 Establish the accounting policies of the financial control system, as well as approve the financial planning and make recommendations regarding the distribution of profits;

5.2.33 To convene or, as the case may be, to approve the convening of the GSM in accordance with the provisions of the Articles of Incorporation and the applicable legal framework, to organise and participate in

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

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

5.2.35 To submit to the GSM, within the legal deadline, all reports required by the applicable legal framework;

5.2.36 To verify the compliance of the Company's management operations with the law, the Articles of Incorporation and the decisions of the GSM;

5.2.37 To take all necessary measures to protect the Company's assets;

5.2.38 To inform shareholders about Significant Events within 2 working days before or after they occur, as the case may be, and about any situation of impossibility/legal impediment, as the case may be;

5.2.39 To participate in the evaluation process and, following this process, to submit a self-assessment based on the performance achieved versus the objectives in a report on the degree of achievement of the objectives, within the terms and conditions established by the Principal and to deliver it to the latter;

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

5.2.41 Not to make public statements that are inconsistent with reality regarding the Company's activity, its policies and strategies, or draft regulations or individual acts;

5.2.42 In their relationship with the Company, its directors, shareholders and employees, and other members of the Board of Directors, the Administrator undertakes to behave in a manner based on respect, good faith, fairness and kindness, not to damage their honour/reputation/dignity, as well as that of natural and legal persons with whom he/she comes into contact in the exercise of his/her mandate, by using offensive expressions, making slanderous reports or complaints or disclosing aspects of their private life;

5.2.43 Ensure equal opportunities and treatment for the Company's employees and directors, not to favour or disadvantage access or promotion within the Company on the basis of discriminatory criteria, kinship, affinity or other criteria that do not comply with the applicable legal framework;

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

5.2.45 To make available to the Company, in the form and within the deadlines specified by it, the documents and information requested by the Company for the performance of various legal or statutory obligations relating to the Director;

5.2.46 The public supervisory authority may terminate, before the expiry date, for reasons not attributable to them, the mandate contracts of the members of the board of directors or the supervisory board, in order to achieve the milestones or targets set out in Romania's National Recovery and Resilience Plan. In this case, the compensatory remuneration established contractually for dismissal without just cause or untimely dismissal provided for in these mandate contracts shall be reduced by law to a maximum of one remuneration;

5.2.47 The administrator undertakes that after the termination of this contract, regardless of the cause of termination, he/she will not hold a management or leadership position in a company in direct competition with the company for a period of 3 (three) years.

5.2.48. The administrator undertakes to comply with and implement all the decisions of the General Meeting of Shareholders, in accordance with the provisions of the relevant legislation.

Art.6. Rights and obligations of the Company

6.1 Rights of the Company

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

6.1.2 The Company has the right to negotiate key performance indicators and finalise the negotiation within the time limit provided by law;

6.1.3 The Company has the right to bring an action for liability and an action for damages for damage caused to the company by breach of the duties provided by law and the articles of association;

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

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

6.2 Obligations of the Company

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

6.2.2 The Company is obliged to bear the costs of the Administrator's professional liability insurance, as well as other benefits provided for in the Articles of Association;

6.2.3 The Company is obliged to monitor the Administrator's activity and to evaluate the fulfilment of the approved key performance indicators included in the mandate contract;

6.2.4 The Company is obliged to pay the Administrator the compensation provided for in Articles 5.1.3, 5.1.4(a) and (b) and 5.2.46;

6.2.5. The company is obliged to ensure all conditions for the administrator to carry out his activity with full freedom in the exercise of his mandate, in accordance with the legal provisions in force.

Art. 7. Liability of the parties

7.1 Failure to fulfil and/or improper fulfilment of the obligations assumed by any of the parties signing this contract shall entail the liability of the party at fault.

7.2 The administrator shall be liable for culpable failure to comply with:

- the obligation to implement the Management Plan in order to achieve the objectives contained therein and to meet the financial and non-financial performance indicators;
- the provisions of this Mandate Contract;
- the provisions of the resolutions adopted by the Company's General Meeting of Shareholders;
- the provisions of the Articles of Association.

7.3 The Administrator shall not breach the obligation of prudence and diligence and shall not be liable if, at the time of making a business decision, he is reasonably entitled to consider that he is acting in the interests of the Company and on the basis of adequate information;

7.4 The administrator shall be liable for any damage suffered by the Company as a result of his culpable failure to fulfil the duties and obligations provided for in this Mandate Contract, the Articles of Association, the ROF CA, the decisions of the General Meeting of Shareholders or the Legal Framework, in accordance with the applicable legal provisions.

Art. 8. Conditions for amendment, termination and renewal of the mandate

8.1 This agreement shall be amended by mutual agreement of the parties expressed in an addendum concluded in accordance with the substantive and formal conditions provided by law at the time of its conclusion or, as the case may be, as a result of subsequent legislative changes affecting the contractual provisions;

8.2 The contract shall be supplemented for the purpose of including clauses on key performance indicators approved under the conditions of Government Emergency Ordinance No. 109/2011 under the conditions and within the time limits provided by law;

8.3 The contract shall terminate:

- a) upon expiry of the term for which it was concluded, if it has not been renewed under the conditions of the law,
- b) upon the Administrator's resignation, with 30 calendar days' notice from the date of notification to the Company;
- c) upon the death of the Administrator;
- d) as a result of failure to meet the key performance indicators set out in the Mandate Contract, for reasons attributable to the Administrator, by resolution of the General Meeting of Shareholders;
- e) by the opening of general insolvency or bankruptcy proceedings against the Company;
- f) by the Administrator's violation of the legal provisions regarding conflicts of interest, incompatibilities, including the integrity criteria provided by the Company's Code of Ethics, as well as non-competition obligations;
- g) by breaching confidentiality obligations regarding any financial and/or commercial information classified as confidential or privileged according to legal regulations or contractual obligations assumed by the Company;
- h) by termination of full rights in the cases provided by law, including in the case of bringing liability action against the members of the Board, as well as in the case of prosecution for committing one of the offences provided for in Article 6(2) of Company Law No. 31/1990. i) by withdrawal/non-granting of ORNISS authorisation (if applicable);
- j) by the impossibility of exercising the mandate/legal impediment – any circumstance that creates an unavailability lasting more than or equal to 90 consecutive calendar days, depriving the member of the Board of Directors of the possibility to perform his/her duties, personally or by representation;

If the Administrator is permanently unable to exercise their mandate/legal impediment, the termination shall take effect from the date of expiry of the 90 consecutive days of incapacity.

- k) by mutual agreement between the parties;
- l) in the event of legal impediments, as defined in this Agreement;
- m) in the event of failure of negotiations to approve financial and non-financial performance indicators;
- n) in the event of legal action being brought against the members of the Board, their mandate shall terminate by operation of law;
- o) in the event of failure by the administrator to comply with the obligation provided for in Article 5.2.48.

Upon termination of this Agreement, the Administrator shall immediately return to the Company all assets/fixed assets entrusted to it for use under this Agreement.

8.4 The Administrator's mandate may be renewed at the request of the administrator in office, in accordance with the provisions of Article 25 of Annex No. 1 to Government Decision No. 639/2023 approving the methodological rules for the application of Government Emergency Ordinance No. 109/2011 on the corporate governance of public enterprises.

8.5 In the event of the Administrator's dismissal for just cause, he/she shall not be entitled to receive compensation from the Company. For the avoidance of any misunderstanding, "just cause" within the meaning of this article, without limitation, the failure by the Administrator to fulfil or the improper fulfilment of any legal obligation or obligation stipulated in this contract and the unjustified refusal to conclude addenda to this contract establishing changes made by operation of law.

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

9.1 The performance objectives and key performance indicators, approved by AMEPIP, are those established by OGMS Decision No. 7 of 03.09.2025

9.2 The conditions for reviewing the objectives and key performance indicators are those provided for in the provisions of Government Emergency Ordinance No. 109/2011 and subsequent normative acts, which are binding on the parties.

Art. 10. Integrity and ethics criteria

10.1 The administrator shall comply with the provisions of the law, the provisions of the Articles of Incorporation and the Company's internal regulations regarding conflicts of interest, incompatibilities, including the integrity criteria set out in the Company's Code of Ethics, as well as non-competition obligations.

10.2 The administrator shall be obliged to respect the confidentiality of any financial, technical and/or commercial information classified as confidential or privileged in accordance with the legal rules or contractual obligations assumed by the Company.

Art. 11. Remuneration of the Administrator

11.1 The Administrator, in his capacity as a member of the Board, shall receive compensation established by the General Meeting of Shareholders under the provisions of Government Emergency Ordinance No. 109/2011, Art. 37, paragraphs (2), (3), (4) and (5).

11.1.1 The remuneration of non-executive members of the Board of Directors consists of a fixed monthly allowance.

11.1.2 The remuneration of the executive members of the Board of Directors consists of a fixed monthly allowance and a variable allowance.

11.2 The fixed allowance payable to the Administrator during his/her term of office as a member of the Board is a gross monthly amount of _____ lei.

11.3 The fixed allowance shall be paid monthly, on the date of

12. Non-payment/Refund of the variable component of remuneration

12.1 If the payment of the variable component of the remuneration of the administrator who also acts as executive administrator has become excessively burdensome due to exceptional circumstances whose extent was not and could not have been foreseen by the parties at the time of concluding the mandate contract, the public enterprise shall be entitled to request a reasonable and fair adjustment of the mandate contract. If the parties do not agree on the adjustment of the contract, the public enterprise is entitled to refer the matter to the court in accordance with the provisions of Art. 1.271 of Law No. 287/2009 on the Civil Code, republished, with subsequent amendments and additions;

12.2 The mandate contract shall also be adapted if the payment of the variable component of the remuneration due to the executive administrator jeopardises the capitalisation of the public enterprise;

12.3 If the variable component is granted on the basis of incomplete or incorrect data, the administrator is obliged to refund the amounts unduly received, otherwise the public enterprise is obliged to bring an action for restitution.

Art. 13. Confidentiality clauses, during and after the term of office

13.1 The term "Confidential Information" means and includes any information relating to the Company's business that is not public. Without limitation to the foregoing, confidential information includes:

- a) contractual terms and any information regarding the Company's business partners, customers, agents, employees, contractors, investors or suppliers, as well as the conditions under which the Company conducts economic activities with each of these persons;
- b) any business, collaboration or development plans of the Company at national and international level or, where applicable, the non-public details of such plans;

- c) information regarding the Company's future plans, including, but not limited to, plans for expansion into geographical areas, market segments or services; any information that might normally 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 the Company, except for information whose disclosure is authorised under the Company's internal regulations;
- d) any other information acquired by the Administrator in the course of his or her mandate, which could reasonably be considered to reflect vulnerabilities of the Company;
- e) any information received by the Company from third parties who, in turn, have a confidentiality obligation, the existence of which they notify to the Company;
- f) any information derived from all of the above;
- g) any copies of all the above information, except where such copies are requested by a court or other public authority, under the conditions provided by law.

13.2 Use and Disclosure of Confidential Information

13.2.1 The Administrator acknowledges that he has acquired and/or will acquire Confidential Information in the course of or in connection with the exercise of his mandate within the Company, and that the use of such Confidential Information for any purpose, by himself or by other persons, would seriously prejudice the Company, including by breaching certain legal obligations of the Company. Therefore, the Administrator 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 will terminate, he will not use or cause to be used, for a period of 5 years after the termination of the contract, regardless of the reason for termination, the use of any Confidential Information in connection with any activities or business, except for the Company's public economic activities, and shall 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 authorised in writing by the Company, or unless required by any applicable law, or ordered by a competent court or arbitration tribunal, or by any public authority which is legally entitled to receive such information;

13.2.2 In addition, the Administrator undertakes to notify the Company promptly of any act of a court or arbitration tribunal, or of any other public authority, of the nature specified in the previous paragraph, so that the Company may take, in accordance with the law, protective measures or other appropriate action, and shall continue to provide any assistance that the Company may reasonably request to ensure such measures or action, if the protective measures referred to in the previous paragraph are not sufficient. The Administrator shall provide only that section of the Confidential Information that is legally required by the public authority concerned and shall use all reasonable and legally justified efforts to obtain confidential treatment of any Confidential Information thus disclosed;

13.3 Use and disclosure of information relating to third parties

13.3.1 The Administrator understands that the Company sometimes receives information from third parties, which the Company must treat as confidential and use only for limited purposes ("Third Party Information");

13.3.2 The Administrator agrees that, directly or indirectly, at any time during the term of the contract with the Company, or at any time after its termination, and regardless of when and for what reason this contract terminates, he/she will not use or cause to be used any Third Party Information, except where this is permitted by a written agreement between the Company and the respective third party and except where required by any applicable law or by the decision of a competent court or arbitration tribunal or any other public authority which is legally entitled to receive such information;

In addition, the Administrator undertakes to notify the Company promptly of any act of a court or arbitration tribunal or other public authority of the nature specified in the previous paragraph, so that the Company may

take protective measures or other appropriate action in accordance with the law. If the protective measures are not sufficient, the Administrator shall provide only that section of the Information relating to third parties, as legally required.

13.4 Protection of trade secrets

Nothing in this agreement shall imply or affect in any way the Company's rights to protect its trade secrets by any means provided by law.

13.5 Duration of confidentiality obligations

The confidentiality obligations incumbent upon the Administrator under this contract shall remain applicable even after its termination for any reason and shall remain in effect for a period of 5 years.

Art. 14. Method of evaluating administrators

14.1 The performance of this Mandate Contract shall be evaluated in accordance with the law, based on the following types of evaluation:

- a) evaluation of the Board's own performance;
- b) evaluation of the Administrator's activity, carried out by the General Meeting of Shareholders or by the Public Authority
Guardian Authority;
- c) monitoring and evaluating the fulfilment of key performance indicators included in mandate contracts and transmitting this information to AMEPIP;
- d) The activity of the administrators shall be evaluated annually by the general meeting of shareholders, with the support of experts in such evaluations, as appropriate. The evaluation shall cover both the execution of the mandate contract and the management plan.

Art. 15. Participation in specialised advisory committees set up at board level in accordance with the law, as well as in other committees, depending on the specific nature of the public enterprise

15.1 The Nomination and Remuneration Committee, the Risk Management Committee and the Audit Committee shall be established within the Board in accordance with the law. The Articles of Incorporation of the

Company's Articles of Incorporation may also establish the possibility of setting up other advisory committees;

15.2 Within 10 calendar days of the date of appointment, the Board shall be required to establish the committees specified in clause 15.1 above.

Art. 16. Clauses regarding the independence of the administrator

16.1 With reference to the provisions of Art. 138² para. (2) of Law No. 31/1990, the Administrator declares on his own responsibility on the date of signing this contract that, according to the legal provisions, **he is/is not an independent administrator.**

16.2 In the event of a change in the status declared in accordance with clause 16.1 above during the term of office, the Administrator undertakes to notify the Company within 3 calendar days of the change.

Art. 17. Force majeure and unforeseeable circumstances

17.1 The parties undertake to notify each other in writing within a maximum of 5 (five) days of the occurrence of any force majeure or fortuitous event, as defined by Law No. 287/2009 on the Civil Code, republished, with subsequent amendments and additions, and, in general, to inform each other in a timely manner of any impediments that may lead to difficulties in achieving the object of this contract.

17.2 If the party invoking force majeure or unforeseeable circumstances has not complied with the notification obligation or the deadline specified in 17.1, then that party shall not be exempt from liability.

17.3 In the event of force majeure or unforeseeable circumstances, the parties shall make joint efforts to mitigate any damage that may result from such causes.

Art. 18. Dispute resolution

18.1 This contract is governed by good faith and interpreted in accordance with the provisions of Romanian law.

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

Art. 19. Other clauses

19.1 The Administrator agrees to the processing by the Company, if necessary, of personal data provided by the Administrator and/or obtained from third parties, including, but not limited to, personal identification numbers and other personal identification data, for the purpose of conducting legal relations directly or indirectly related to this contract between the Company and third parties, as well as for statistical or marketing purposes. By this agreement, the Administrator declares that he has been informed of the provisions of Law No. 190 of 2018 on the measures for the implementation of EU Regulation 2016/679 and other normative acts in force regarding the processing of personal data and the free movement of such data, in particular with regard to the right of access to data, the right to intervene on data and the right to object. The Administrator declares that, upon completion of the processing operations, he/she agrees that his/her personal data may be further processed by the Company, shareholders and, where applicable, other public authorities. The administrator declares that he/she has been informed that he/she has the right to withdraw his/her consent to the processing of personal data, their use for statistical or marketing purposes, their transfer abroad and the receipt of commercial communications at any time by sending a written request to the Company.

19.2 The administrator may not enter into an employment contract with the Company.

19.3 Notifications

19.3.1 All notifications/requests/communications relating to this contract, addressed by one party to the other, shall be deemed to have been validly fulfilled if they are sent to the latter party by registered letter or fax/e-mail, with confirmation of receipt, to the addresses specified in Article 1 of this contract or to those addresses that will be subsequently declared by either party;

19.3.2 If a party changes the correspondence details mentioned in Article 1 of this contract, it shall be obliged to communicate the new details to the other party within a maximum of 5 (five) working days. Failure to communicate shall not engage the liability of the party using the contact details mentioned in the contract or the last notified ones, and notifications made to those contact details shall be valid;

19.4 The professional liability insurance policy covering the risks associated with the performance of the Administrator's mandate shall be contracted and paid for by the Company under the conditions of public procurement legislation. The insured amount shall be determined by the Public Supervisory Authority, and the terms of the policy shall be determined by the Company.

19.5 This contract is not an employment contract and is not governed by labour legislation.

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

19.7 If, at any time during the term of this contract, one of the parties does not expressly insist on enforcing a particular provision of the contract, this does not mean that that party has waived such provisions or that it has waived the right to enforce these provisions.

19.8 The legal framework applicable to this contract shall apply by operation of law and shall produce legal effects without any further formalities on the part of the parties.

19.9 The Administrator declares that, prior to his appointment by the GSM and acceptance of the mandate, he has taken note of the clauses of this contract and of the Company's Articles of Association, understands their terms and accepts them in full.

19.10 The administrator declares that, prior to his appointment by the GSM and acceptance of the mandate, he has taken note of the specific obligations incumbent upon him under the specific legal framework applicable to the Company, accepts, understands and firmly undertakes to comply with the obligations of confidentiality and loyalty.

19.11 The administrator declares that he/she is not in any of the situations of incompatibility or competition provided for by law, has full capacity to enter into this contract and to perform the obligations provided for therein and in accordance with its provisions and the applicable legal framework, and meets the requirements provided by law and the Company's Articles of Incorporation for holding the position of director on the Board.

This Mandate Contract shall be adapted accordingly to the legal regulations applicable after its conclusion.

Annexes 1, 2 and 3 form an integral part of this Mandate Contract.

For which reason, we have concluded today, in _____, in 2 (two) original copies, this Mandate Contract, the parties also declaring that they have each received a copy upon signing this Agreement.

The company

By:mandated, By
Resolution No.of the General
Meeting of Shareholders

ADMINISTRATOR

Mr/Ms

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CONFIDENTIALITY RULES

1. Definitions

The term "Confidential Information" means and includes any information relating to the economic activity of *the Company* that is not public, according to (i) the law, (ii) the resolutions of the General Meeting of Shareholders, (iii) the decisions of the Board of Directors, and (iv) the internal regulations of *the Company*.

Without limiting the foregoing, confidential information includes:

- a) contractual terms and any information regarding the *Company's* business partners, customers, 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 by existing or potential customers, suppliers and/or business partners;
- d) algorithms, procedures or techniques, or essential ideas and principles underlying such algorithms, procedures or techniques developed by or used by *the Company* or otherwise known to *the Company* (except for any algorithm, procedure or technique that is in the public domain); whether or not these algorithms, procedures, techniques are part of a computer program, including, but not limited to, techniques for:
 - identifying potential customers;
 - effectively communicating with existing or potential customers;
 - 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), whether or not such algorithms, procedures or techniques are part of a computer program;
- f) marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or used by *the Company*, or any information relating to 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 could 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 authorised under *the Company's* internal regulations;
- h) information that will be disclosed exclusively under the conditions set out in point 5;
- i) any other information acquired by the Administrator in the course of his mandate, which could reasonably be considered to reflect vulnerabilities of *the Company* and which would assist a competitor or potential competitor of *the Company* to compete successfully against *the Company*;
- j) any information received by *the*

Company from third parties who, in turn, have a confidentiality obligation, the existence of which they notify to *the Company*;

- k) any information derived from all of the above; and
- l) any copies of all the above information, except where such copies are requested by a court or other public authority, under the conditions provided by law.

2. Use and disclosure of Confidential Information

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

Therefore, the Administrator agrees that, directly or indirectly, at any time during the term of the the Mandate Contract concluded with *the Company* or at any time after its termination, and regardless of when and for what reason this agreement will terminate, he will not use or cause the use of any Confidential Information in connection with any activities or business, except for the economic activities of *the Company*, and shall not disclose or cause to be disclosed any Confidential Information to any individual, company, association, group or any other entity, unless such disclosure has been specifically authorised in writing by *the Company*, or unless it is required by any applicable law, or ordered by a court of competent jurisdiction or arbitral tribunal, or by any public authority which is by law entitled to receive such information.

In addition, the Administrator undertakes to notify *the Company* promptly of any act of a court or arbitral tribunal, or of any other public authority, of the nature specified in the previous paragraph, so that *the Company* may take, in accordance with the law, protective measures or other appropriate solutions, and shall continue to provide any assistance that *the Company* may reasonably request to ensure such measures or solutions.

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

3. Use and disclosure of information relating to third parties

The Administrator understands that *the Company* sometimes receives information from third parties, which *the Company* must treat as confidential and use only for limited purposes ("Third Party Information").

The Administrator agrees that, directly or indirectly, at any time during the term of the Mandate Contract with *the Company*, or at any time after its termination, and regardless of when and for what reason this Agreement terminates, he/she will not use or cause to be used any Third Party Information, except as permitted by a written agreement between *the Company* and the relevant third party, except where required

by any applicable law or by order of a competent court or arbitral tribunal or any other public authority which is legally entitled to receive such information.

In addition, the Administrator undertakes to notify *the Company* promptly of any act of a court or arbitration tribunal or other public authority of the nature specified in the previous paragraph, so that *the Company* may take protective measures or other appropriate action in accordance with the law. If the protective measures are not sufficient, the Administrator shall provide only that section of the Information relating to third parties, as legally required.

4. Protection of trade secrets

Nothing in this Mandate Contract shall implicate *the Company* or affect in any way its rights to protect its trade secrets by any means provided by law.

5. Disclosure of information by the Company

During the term of the Mandate Contract and upon termination of this Mandate Contract, the Administrator shall promptly disclose and deliver *to the Company*, to the extent that such disclosure would reasonably be deemed to be in the interest of *the Company*, in writing, or in any form and manner reasonably requested by *the Company*, the following information ("Information to be Disclosed"):

- (i) all and any algorithms, procedures or techniques relating to the economic activities of *the Company* or the Administrator's work within *the Company*, the essential ideas and principles underlying such algorithms, procedures or techniques conceived, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his work within the Company, whether or not such algorithms, procedures or techniques have been incorporated into a computer program; the Administrator in the course of his/her work 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 such strategies, and any information that could reasonably lead to the development of such strategies conceived, created, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his or her work for *the Company*;
- (iii) information regarding all and any products and services, ideas and essential principles underlying such products and services, conceived, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his/her work within *the Company*, and
- (iv) any other ideas or information conceived, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his/her work within *the Company*, if such ideas or information could reasonably be considered useful or valuable to *the Company*.

6. Confidentiality of the Information to be disclosed

The Parties agree that the Information to be disclosed, according to point 5, is, in turn, subsumed within the scope of Confidential Information, as defined in point 1 of this Annex, and the Administrator undertakes to use and store all Information to be disclosed under the terms of point 5 in the same way as Confidential Information, while also complying with the provisions of point 3 of this Annex regarding the confidentiality of Information relating to third parties.

By way of exception to the provisions of this point, the Information disclosed in accordance with point 5 shall not be considered Confidential Information within the meaning of this Mandate Contract, to the extent that it is not related to the economic activity of the company and is of general applicability, being usable in any industry.

7. Duration of confidentiality obligations

The confidentiality obligations incumbent on the Administrator under this Annex, which forms an integral part of the Mandate Contract, shall remain applicable even after the termination of this Mandate Contract and shall remain in effect for a period of 5 (five) years.

Company

By:mandated,

By Resolution No.of the General
Meeting of Shareholders

ADMINISTRATOR

Mr/Mrs

.....

NON-COMPETITION OBLIGATIONS

Non-competition

During the term of his/her mandate in *the Company*, the Director, directly or indirectly, agrees and undertakes:

- a) not to engage in any activity or business that competes with or is similar to the *Company's* main activity;
- b) not to assist in any way any person whose activities compete with or otherwise prejudice the commercial activities of *the Company*.

The non-competition obligation shall apply within the territory of Romania, as well as in the countries where the company operates or intends to operate.

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

Refraining from requesting services

During the term of his mandate in *the Company*, the Administrator shall not, directly or indirectly, with or without commission:

- a) induce or attempt to induce any employee, consultant, supplier, purchaser or independent contractor of *the Company* to terminate their relationship with the Company;
- b) use, retain as a consultant or contractor, or induce the employment or retention of any employee, or enter into or terminate a contractual relationship with any agent, consultant, service or product provider, purchaser or independent contractor of *the Company*, in such a way as to cause harm to the Company.

Breach of non-competition obligations

Any breach of the obligations contained in this Annex by the Administrator entitles *the Company* to claim compensation from him for the damage caused to *the Company*.

The Company

By:mandated,

By Resolution No.of the General Meeting
of Shareholders

ADMINISTRATOR

Mr/Ms

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INTEGRITY CRITERIA

Considering that:

- members of the Board of Directors are required to declare any personal interests that may conflict with the objective exercise of their duties in fulfilling their mandate;
- members of the Board of Directors are required 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 corruption are a priority and imperative;
- Ethics refers to individual behaviour, whether in an organisational context or not, which can be assessed or evaluated from the perspective of the Company's values, principles and ethical rules.
- Behaviour with integrity is behaviour that is assessed or evaluated from an ethical point of view as being correct. Integrity, as an individual value, refers to this ethical correctness, which cannot be limited to legal and professional correctness.
- Behaviour lacking integrity is a form of undermining the company's mission, leading to a toxic organisational climate for employees and third parties, and affecting the legitimate interests of all those involved, including the public interest.

The Company's Administrator undertakes to comply with the following integrity criteria:

1. is a competent, fair person who is eager to contribute to the development of the company;
2. adheres to the values and principles of the company's code of ethics;
3. they make decisions solely in the interests of the company (decisions are not made to obtain financial benefits or other material advantages for themselves, their family or close associates);
4. they have no business or contracts with the company for which they work as a member of the board of directors, or with a partner company;
5. ensure compliance with the principle of transparency in their decisions and actions;
6. has a duty to declare any private interests related to the fulfilment of the responsibilities specific to the mandate and to take action to resolve any conflicts of interest that may arise, so as to protect the interests of the company;
7. is accountable to shareholders for his decisions and actions and is subject to any performance evaluation in the fulfilment of his mandate;
8. shall not create financial or other obligations to organisations or natural or legal persons that would influence the way in which they perform the duties specific to the mandate received from the shareholders;
9. has no outstanding payments to the state budget as a natural person;
10. they must not be under criminal investigation, have been prosecuted or convicted for committing a corruption offence or an offence related to non-compliance with the regime of prohibitions, incompatibilities, conflicts of interest or declaration of assets, embezzlement, tax evasion, acts related to the exercise of administrative duties, or for any other acts provided for by criminal law;

11. no final decision has been issued by the National Integrity Agency regarding the violation of legal obligations concerning unjustified wealth, conflict of interest or incompatibility;
12. has not been established, by a final court decision, as a collaborator or employee of the security services, such as the political police, in accordance with the law, and has not promoted/does not promote extremist ideas or actions (racism, xenophobia, anti-Semitism);
13. has not obtained titles and diplomas through plagiarism or intellectual theft proven by final court decisions;
14. is not under judicial control for any type of offence, nor is he/she in preventive detention or under house arrest;
15. has not exhibited abusive, aggressive or inappropriate behaviour towards colleagues;
16. is effectively involved in promoting the integrity of the company and sets an example of integrity, sanctioning or managing violations of the rules appropriately, from the smallest, such as significant misconduct, to the most serious, such as criminal offences.

The company

By:mandated, By
Decision no.of the AGM

ADMINISTRATOR

Mr/Ms

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ANNEX
Key financial and non-financial performance indicators
resulting from the 2023-2027 management plan of Societatea Națională
NUCLEARELECTRICA S.A. for non-executive directors of the Board of Directors

No.	Indicator classification		Name of key performance indicators (KPIs)	Verification tool/formula	Minimum level in Order 651/2024 of the President of AMEPIP	2025	2026
	Type	Category					
	FINANCIAL INDICATORS – 50%						
1	Financial indicators	Investment policy	Capital expenditure ratio	Capital expenditure / Total assets	2.69%	Minimum 2.69%	Minimum 2.69%
2	Financial indicators	Financing policy	Current liquidity ratio / Current liquidity	Current assets (current) / Current liabilities	1.00	Minimum 1	Minimum 1
3	Financial indicators	Operations	1) Receivables turnover ratio	Net turnover / [(Receivables at the beginning of the period (T0) + Receivables at the end of the period (T1)) / 2]	7.56	Minimum 4.00	Minimum 4.00
4	Financial indicators	Profitability	2) Net profit margin	Net profit/Net turnover	25.17%	Minimum 25.17%	Minimum 25.17%
5	Financial indicators	Dividend policy	3) Dividend payout ratio	-	50%	In accordance with the legal provisions in force	In accordance with the legal provisions in force
	NON-FINANCIAL INDICATORS – 50%						
6	Non-financial indicators	Governance indicators	4) Degree of transparency in financial reporting	Publication of financial information in accordance with the financial calendar	Specific indicator SNN	100%	100%
7	Non-financial indicators	Governance indicators	5) Establishment of risk management policies	Quarterly risk management report	Yes	Achieved	Achieved

8	Non-financial indicators	Governance indicators	Number of board meetings	Number of board meetings held during the year_t	4	Minimum 4	Minimum 4
No.	Indicator classification		Name of key performance indicators (KPI)	Verification tool/formula	Minimum level in Order 651/2024 of the President of AMEPIP		
	Type	Category				2025	2026
9	Non-financial indicators	Public service-oriented indicators	6) Supply of thermal energy to the local community, in accordance with contractual conditions	Efficiency of the forecast for thermal energy delivered (%) = Thermal energy production sold / Thermal energy production forecast (estimated)	Specific SNN indicator	>= 80%	≥ 80%
10	Non-financial indicators	Employee-related indicators	Number of safety training sessions	Report on employee safety training	4	Minimum 4	Minimum 4
11	Non-commercial indicators	Job creation	Full-time equivalent number of employees	Report on the number of full-time jobs - monitoring is ongoing	Monitoring	Monitoring	Monitoring
12	Non-financial indicators	Operational indicators	EHS - Effluents in the environment	MSv/ CNE (ALARA quarterly report)	Specific indicator SNN	200	20

Notes

1) Request to reduce the minimum indicator level from 7.56 to 4.00, considering:

- (a) the forecast reduction in turnover during the major investment project "Retrofitting of Unit 1 at CNE Cernavoda" (which involves shutting down the reactor during the works and, implicitly, reducing electricity production);
- (b) the specific nature of the electricity market, which may cause turnover and receivables not to evolve simultaneously in the same direction.

2) During the implementation of the major investment project "Retrofitting of Unit 1 at CNE Cernavoda", the "Net profit margin" indicator is considered to be implicitly achieved.

3) Request to change the minimum level of the indicator, namely to replace the minimum level of "50%" with the expression "In accordance with the provisions of the relevant normative acts and legal approvals in force". SN Nuclearelectrica SA has always complied with the legal provisions on dividends, being among the top 3 public companies that contribute to the state budget through the transfer of dividends. Since major investment projects with high financing requirements are approved (and assumed by the PNIESC and Romania's Energy Strategy) for the period 2025-2031, we cannot

assume a 50% dividend payout ratio, and we will comply with the applicable legislation on the date of dividend distribution.

4) The indicator is considered to be 100% fulfilled if, for the previous reporting period, the financial information was published in accordance with the financial calendar approved and submitted to the BVB. The supporting document is the current report published on the SNN website in the approved and signed form, announcing to shareholders and investors the availability of financial information.

5) The indicator is considered to be met if the Risk Management Report has been prepared and approved.

6) The indicator is considered to be met if the forecast for thermal energy delivered reaches a minimum level of 80%, reflecting SNN's commitment to ensuring a constant supply of the necessary thermal energy to the local community.

The company

By:mandated, By
Decision No.of the AGM

ADMINISTRATOR

Mr/Ms

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