

**ADDENDUM no. 4**  
**to the Mandate Contract no. ....**

Whereas:

- the provisions of the Government Emergency Ordinance no. 109/2011 on the corporate governance of public enterprises, as subsequently amended, hereinafter referred to as the “G.E.O. no. 109/2011”;
- the Government Decision no. 639/2023 approving the rules for the enforcement of G.E.O. no. 109/2011 on corporate governance of public enterprises (“GD no. 639/2023”)
- the provisions of Law no. 158/2025 amending G.E.O. no. 109/2011 on corporate governance of public enterprises;
- the provisions of the Law of Companies no. 31/1990, republished, as subsequently amended, hereinafter referred to as “Law no. 31/1990”;
- the provisions of the Articles of Incorporation of SN Nuclearelectrica S.A;
- the provisions of Art. 1913 et seq. and Art. 2009 et seq. of Law no. 287/2009 on the Civil Code, as subsequently amended;
- the Resolution of the Ordinary General Meeting of Shareholders no. \_\_ / \_\_\_\_

**The Contracting Parties:**

**Societatea Nationala Nuclearelectrica - S.A.**, a company managed under single-tier system, having its registered office in Bucharest, 48 Bd. Iancu de Hunedoara, Unique Registration Code 10874881, registered with the Trade Registry attached to Bucharest Tribunal under no. J1998007403409, IBAN account ....., opened with ....., represented by Mr./Ms. ...., appointed under the Resolution of the Ordinary General Meeting of Shareholders no. ...., as principal, hereinafter referred to as “Company”,

And

**Mr./Ms.** ....., a Romanian citizen, born on ..... in ....., with the domicile in ....., identified with the Identity Card series ....., no. ...., CNP ....., as director or Administrator (“Director/Administrator”)

**Hereinafter collectively referred to as "the Parties", and individually as "the Party"**

### **Art.1.**

(1) As of 1<sup>st</sup> of January 2026 the remuneration due to the Administrator shall consist exclusively of a gross monthly indemnity amounting to RON ....., representing twice the average gross income (CSMB) for any activity carried out in line with the main object of activity such as this object is registered by the company, at class level, in accordance with the classification of national economic activities (CAEN code 3511), communicated by the National Institute of Statistics at the date closest to the GSM Decision determining the remuneration, according to the General Meeting of Shareholders Decision no. [●]/ [●]

(2) Starting with the 1<sup>st</sup> of January 2026 any reference inside the mandate agreement regarding the variable component of the indemnity will be eliminated.

(3) Considering the amendments from the preceding paragraphs (1) and (2), art. 4 - Administrator's Remuneration, point 4.1. or, as the case may be, art. 5 - Administrator's Rights and Obligations, point 5.1. - Administrator's Rights, point 5.1.1., of the Mandate Contracts shall be amended accordingly.

### **Art.2.**

(1) Starting with the 1<sup>st</sup> of January 2026, the representation, transportation, and per diem expenses will be reimbursed within the limits of the applicable legal provisions.

(2) Considering the amendments from the previous paragraph (1), art. 5 - Rights, Declarations and Obligations of the Administrator, point 5.1. - Rights of the Administrator, letter c) or, as the case may be, art. 5. - Rights and Obligations of the Administrator, point 5.1. - Rights of the Administrator, point 5.1.3., of the Mandate Contracts, shall be amended accordingly.

### **Art.3.**

(1) Considering the legislative amendments approved during the execution of the mandate contracts concluded by the Company with the administrators appointed on 15.02.2023 and in office at this time and the need to adapt them according to the new legal provisions, the parties agree that the Company will pay the Administrator the due remuneration for fulfilling the obligations assumed in the execution of the Mandate Contract, respectively the fixed and variable components of the remuneration due until 31.12.2025, respectively the variable components related to the interval 15.02.2023–31.12.2025.

(2) The provisions of the previous paragraph shall modify, accordingly, only the mandate contracts of the Administrators appointed on 15.02.2023.

**Art.4.** All other provisions of the mandate contracts, as amended by the hereby addendum, where applicable, remain valid and unchanged.

Concluded today, [●] in 2 originals, the hereby addendum to the Mandate Contract no. [●]/[●], the Parties declaring each Party received, a signed copy.

**SN Nuclearelectrica S.A**

By: [●]  
Authorized by HAGOA  
no. [●]/2025

Mr./Mrs. [●]