

-DRAFT / INDICATIVE TEMPLATE-

AGENCY AGREEMENT

Executed today _____

Pursuant to 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 Rules for the implementation of certain provisions of Government Emergency Ordinance No. 109/2011 on the corporate governance of public enterprises, hereinafter referred to as GD 639/2023, Annex No. 1—Methodological Norms of July 27, 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 July 27, 2023, for establishing the financial and non-financial performance indicators and the variable component of the remuneration of members of the boards of directors/supervisory boards of public enterprises, as well as of directors and members of the executive board;
- **Company Law No. 31/1990**, republished, as amended and supplemented, hereinafter referred to as Law No. 31/1990;
- **Law No. 287/2009** on the Civil Code, as amended and supplemented, Articles 1913–1919, Article 1924, and Articles 2009–2042;
- **The Articles of Incorporation of the Company**, hereinafter referred to as the Articles of Incorporation,

Following and based on the appointment by the General Meeting of Shareholders/Members (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 of the express acceptance by Mr./Ms.

_____ of the mandate, and given the need to establish the rights and obligations of the principal and the agent in connection with the latter's performance of the role of member of the Board of Directors, this Mandate Agreement is hereby concluded as follows.

Art. 1. The Parties to the Agreement

The Company, with its registered office in, Street, No., county, registered with the Commercial Registry Office attached to the Court under No. / /, CUI, represented by the General Meeting of Shareholders/Members, which appointed, by **General Meeting Resolution No. ___ / ___**, _____ to sign this contract on behalf of the Company in the form and content approved by **Resolution No. ___ /**, acting as **principal**, and

_____, a Romanian citizen, born on _____ in _____, residing in _____

_____, CNP _____ appointed as a **member** of
The Board of Directors of the Company (hereinafter referred to as the **“Administrator”**), in accordance with **General Shareholders’ Meeting Resolution No. /_**, which took note of the form and content of the contract approved by **General Shareholders’ Meeting Resolution No. /__** and expressly accepted the mandate under these contractual terms, in the capacity of **agent**.

Art. 2. Term of the Mandate

2.1 The mandate agreement shall be effective from the date of **OGMS ’s appointment until**

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

Art. 3. Definitions

In this Mandate Agreement, 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 effect on the date of this Mandate Agreement or as may be amended/supplemented/revised by resolution of the General Meeting of Shareholders/Members of the Company;
- b. **Applicable Legal Framework** – the body of Romanian legal norms contained in Law No. 31/1990, Government Emergency Ordinance No. 109/2011, Government Decision No. 639/2023, the Civil Code as subsequently amended and supplemented,
the Tax Code, as amended and supplemented, as well as other relevant legislative acts pertaining to this Mandate Agreement, applicable to the parties;
- c. **Conflict of interest**—any situations or circumstances determined or determinable in accordance with the applicable legal framework, the Company’s Rules of Organization and Operation (“Company Rules”), and the Rules of Organization and Operation of the Board of Directors (“Board Rules”) in which the Agent’s personal interest, whether direct or indirect, conflicts with the Company’s interest, such that it affects or could affect the Agent’s independence and impartiality in making business decisions or in performing the duties incumbent upon the Agent in the exercise of the mandate for the Company in a timely and objective manner;
- d. **Inside information**—information of a precise nature 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 made public, would be likely to 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 information regarding the Company’s business that is not public, in accordance with the provisions of:
 - (i) the laws;
 - (ii) resolutions of the General Meeting of Shareholders;
 - (iii) resolutions of the Board of Directors; - (iv) the Company’s internal regulations.

Confidential information refers primarily, but is not limited to:

- the terms of the contract and any information regarding the Company’s business partners, customers, investors, or suppliers, as well as the terms under which the Company conducts business with each of these parties;
- 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 geographic 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 Agent in the course of performing their duties, which could reasonably be deemed to reflect vulnerabilities of the Company.

f. Inability to perform the mandate/legal impediment;

- (i) any circumstance resulting in an unavailability lasting 90 or more consecutive calendar days, preventing the member of the Board of Directors from performing their duties, either personally or through a representative, except in cases provided for by law;
- (ii) pretrial detention;
- (iii) serving a custodial sentence;
- (iv) the annulment of the Company's General Meeting of Shareholders' resolution appointing the member of the Board of Directors.

g. Remuneration due to the member of the Board of Directors—the remuneration of the members of the Board of Directors is 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 the conclusion of this Mandate Agreement and that renders the performance and fulfillment of the Mandate Agreement impossible.

Such events include: wars, revolutions, fires, floods, or any other natural disasters, restrictions arising from a quarantine, embargo, the list being illustrative rather than exhaustive. An event such as those listed above that, without rendering performance impossible, makes the performance of one party's obligations extremely costly is not considered a force majeure event;

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 nor prevented by the Agent from occurring; changes to the legal, regulatory, and tax framework in Romania existing at the time of signing this Agreement are deemed to be fortuitous events;

k. Financial and non-financial performance indicators—performance indicators negotiated and approved by the General Shareholders' Meeting, which differ from those approved for the Directors, as set forth in an addendum to the Mandate Agreement.

Art. 4. Purpose of the Mandate Agreement

4.1 By this Mandate Agreement, the Administrator is entrusted with the management of the Company, in accordance with his status as a member of the Board of Directors, having the powers, competences, responsibilities established by law and the Articles of Incorporation;

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 agreement. For the purpose of fulfilling the object of this mandate agreement, 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 best interest and for the fulfillment of its business purpose, and shall exercise 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 The Administrator's Rights

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

5.1.2 The Director is entitled to 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 Director's remuneration;

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

5.1.4 The Director is 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 includes, but is not limited to, the Director’s failure to fulfill or improper fulfillment of any legal obligation or obligation stipulated in this contract, and the unjustified refusal to enter into amendments to this contract establishing changes resulting from the effect of the law. Furthermore, revocation occurs with “just cause” in the event that the key performance indicators are not met at the minimum level approved by the General Meeting of Shareholders, as well as in the event that the Administrator refuses to assume the key performance indicators and their fulfillment at the minimum level approved by the General Meeting of Shareholders, refusing to duly conclude an addendum to the Mandate Agreement;

In the event of the director’s dismissal without just cause:

- a) The director shall be entitled to receive from the Company compensation equivalent to a maximum of one fixed net monthly salary;
- b) The Company shall pay this amount as compensation within a maximum of 60 calendar days from the date of adoption of the GSM resolution on dismissal, provided the resolution is not challenged. The Administrator agrees and accepts that this compensation is the sole remedy available to the Administrator 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 Art. 30(3³ of Government Emergency Ordinance No. 109/2011 and Article VII(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 If the administrator challenges the Company’s revocation decision in court, the claimant hereby declares that he or she definitively and irrevocably waives any interest and penalties related to the principal claim, with the exception of legal costs;

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

5.1.7 The Director may, along with the other directors, in accordance with the law, receive specialized assistance to support/justify decisions made within the Board, for example, but not limited to: audits, anti-fraud investigations, market analysis, and others, subject to the approval of the General Meeting of Shareholders;

5.1.8 The Director is entitled to receive the same compensation and benefits package, including medical services and/or health insurance, contracted by the Company for employees (if applicable); 5.1.9. In exceptional cases, when the Company’s interest so requires, the Director 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 Management Plan with its two components—administration and management—approved by Board of Directors Decision No. 90 dated April 7, 2023.

5.2.2 By signing this contract, the financial and non-financial performance indicators of the company, approved by OGMS Resolution No. 7 dated September 3, 2025, based on the company’s Integrated Management Plan and consistent with the minimum level established by AMEPIP, pursuant to AMEPIP President’s Order No. 651/December 24, 2025, as set forth in Annex No. 4 to this contract.

5.2.3 The Administrator is obligated to meet the objectives and key performance indicators set forth in the annex to the contract;

5.2.4 The Administrator is required to contribute to the preparation of the public enterprise’s draft budget and, where applicable, the activity program for the following fiscal year;

5.2.5 The Administrator is required to prepare for and participate in Board meetings, as well as in one or more advisory committees established at the Board level;

5.2.6 In the event of appointment as Chairman of the Board of Directors, the administrator shall assume the duties corresponding to this position, as set forth in the Company's Articles of Incorporation, the Rules of Organization and Operation of the Board of Directors, and applicable legal provisions;

5.2.7 The director is required to attend the meetings of the General Meeting of Shareholders;

5.2.8 The administrator is required to represent the Company in cases provided for by law and, where applicable, in situations where this authority has been expressly granted to him;

5.2.9 The administrator is required to participate in the preparation and submission to the Supervisory 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, of the reports required by law, reports on the Company's activities and the status of achieving the key performance indicators set forth in the mandate agreement, as well as, where applicable, information regarding the mandate agreements of the Company's directors;

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

5.2.11 The Director is required to participate in the selection, recruitment, appointment, and dismissal of members of the management, the evaluation of their performance, and the determination and approval of their compensation;

5.2.12 The Director is required to approve the recruitment and dismissal, as appropriate, of the head of internal audit and to receive from him, whenever requested, reports regarding the Company's activities;

5.2.13 The administrator is required to verify the functioning of the Internal Management Control System; 5.2.14 The administrator is required to report conflicts of interest and incompatibilities involving members of the administrative and management bodies or the staff of the public enterprise;

5.2.15 The Administrator is required to disclose, in accordance with applicable law and the code of ethics, the existence of any conflicts of interest and incompatibilities. In cases of conflict of interest, the Administrator is required to refrain from participating in the decision-making process within the Board/advisory committees/in the exercise of his or her duties as administrator;

5.2.16 The Director is subject to non-competition and disclosure obligations pursuant to Articles 153¹⁵ and 153¹⁷ of Law No. 31/1990, as republished, with subsequent amendments and additions, in conjunction with the provisions of Article 33 of Government Emergency Ordinance No. 109/2011;

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

5.2.18 The director is required to comply with the legal and statutory provisions regarding borrowing and entering into legal acts with the public enterprise;

5.2.19 To participate in at least one professional training program 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 General Meeting of Shareholders;

5.2.20 The Administrator is required to exercise due diligence with respect to the receipt, retention, and transmission of information (including documents) owned by the Company, using for these purposes exclusively technical means and electronic or physical communication or storage media owned by or under the control of the Company (laptop/tablet, email, other communication applications, physical storage media, etc.). In applying this contractual clause, the Administrator is required to comply with specific internal regulations regarding information security. The obligations established by this contractual clause form 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 required to request the convening of a General Shareholders' Meeting to approve any transaction if, individually or as part of a series of transactions, its value exceeds 10% of the Company's net assets or 10% of the Company's

of the Company according to the latest audited financial statements, with members of the Board of Directors or with directors, with employees, with shareholders who control 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 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 transaction, of any transaction entered into by the Company with: a) the persons referred to in section 5.2.21, if the value of the transaction is less than 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 as part of a series of transactions, of at least the equivalent in lei of 100,000 euros;

5.2.23 To make available to the Company, in the form and within the timeframes specified by the Company, the documents and information requested by the Company for the fulfillment of various legal or statutory obligations relating to the Director;

5.2.24 Not to make unauthorized statements regarding pending disputes in which the Company
- is a party;

5.2.25 Not to provide assistance or advice to individuals or legal entities for the purpose of bringing legal or other actions against the Company;

5.2.26 The Administrator agrees to the conditions for obtaining the ORNISS certificate at the level required 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 Organization 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 forth in Annexes 1, 2, and 3 to the Contract;

5.2.28 The Administrator shall have any other obligations provided for by the applicable laws and regulations, the Articles of Incorporation, and the internal regulations adopted by the Company;

5.2.29 To delegate the management of the Company to one or more directors, appointing one of them as CEO, to determine their remuneration upon the recommendation of the Nomination and Remuneration Committee, and to dismiss the CEO/directors in accordance with the provisions of the Articles of Association and the applicable legal framework;

5.2.30 To evaluate the performance of the CEO/directors, both in terms of the execution of the mandate agreement(s) and with regard to compliance with and implementation of the Management Component of the Management Plan;

5.2.31 To approve the conclusion of contracts, within the limits set forth in the Articles of Incorporation, the resolutions of the General Shareholders' Meeting, and the applicable legal framework;

5.2.32 To establish the accounting policies of the financial control system, as well as to approve the financial plan and make recommendations regarding the distribution of profits;

5.2.33 To convene or, as the case may be, approve the convening of the General Meeting of Shareholders in accordance with the provisions of the Articles of Association and the applicable legal framework, to organize and participate in the meetings of the General Meeting of Shareholders, and to implement the resolutions of the General Meeting of Shareholders;

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

5.2.35 To submit to the General Meeting of Shareholders, within the statutory 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 resolutions of the General Meeting of Shareholders;

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

5.2.38 To inform shareholders of Significant Events within 2 business days before or after they occur, as applicable, and regarding any situation of legal impossibility or impediment, as applicable;

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

5.2.40 To loyally defend the reputation of the Company, its governing bodies, and its shareholders, and to refrain from any act or conduct that may harm their image or legal interests;

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

5.2.42 In their relationship with the Company, its directors, shareholders, and employees, as well as other members of the Board of Directors, the Director undertakes to conduct themselves with respect, good faith, fairness, and courtesy, and not to undermine the honor, reputation, or dignity of the aforementioned parties, as well as of the natural and legal persons with whom he comes into contact in the exercise of his mandate, through the use of offensive language, the filing of defamatory reports or complaints, or the disclosure of aspects of private life;

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

5.2.44 To attend and cast a vote at every meeting of the Board of Directors and to sign the minutes of the Board of Directors' meetings in which they participate in person or as a proxy, as prepared by the meeting secretariat;

5.2.45 To make available to the Company, in the form and within the timeframes specified by the Company, the documents and information requested by the Company for the fulfillment of various legal or statutory obligations pertaining to the Director;

5.2.46 The supervisory public authority may terminate, prior to their expiration and for reasons not attributable to the parties, the mandate agreements of the members of the Board of Directors and the Supervisory Board, respectively, in order to meet the milestones or targets established in Romania's National Recovery and Resilience Plan. In this case, the contractual severance pay established for termination without just cause or premature termination provided for in these mandate contracts shall be reduced by operation of law to a maximum of one month's remuneration;

5.2.47 The Administrator agrees that, following the termination of this contract, regardless of the cause of termination, he or she shall not hold a management or executive position in any company in direct competition with the Company for a period of 3 (three) years.

5.2.48. The Director undertakes to comply with and implement all Resolutions of the General Meeting of Shareholders, in accordance with the provisions of applicable law.

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 fulfillment of the mandate;

6.1.2 The Company has the right to negotiate key performance indicators and finalize the negotiation within the timeframe provided by law;

6.1.3 The Company has the right to bring an action for liability and an action for damages for harm caused to the enterprise through the breach of duties provided by law and the Articles of Incorporation;

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

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

6.2 Obligations of the Company

6.2.1 The Company is obligated to pay remuneration to the Administrator under the terms set forth in this contract;

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

6.2.3 The Company is obligated to monitor the Administrator's activities and to evaluate the achievement of the approved key performance indicators included in the mandate agreement;

6.2.4 The company is obligated to pay the compensation to the director as provided for in Articles 5.1.3, 5.1.4(a) and (b), and 5.2.46;

6.2.5. The Company is obligated to ensure all conditions necessary for the administrator to carry out his or her duties with full freedom in the exercise of the mandate, in accordance with the applicable legal provisions.

Art. 7. Liability of the Parties

7.1 Failure to fulfill and/or improper fulfillment of the obligations assumed by any of the parties signing this contract shall result in 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, with the aim of achieving the objectives set forth therein and meeting the financial and non-financial performance indicators;
- the provisions of this Management Agreement;
- the provisions of the resolutions adopted by the Company's General Meeting of Shareholders;
- the provisions of the Articles of Incorporation.

7.3 The director shall not be in breach of the duty of care and diligence and shall not be liable if, at the time of making a business decision, he or she is reasonably entitled to believe that he or she is acting in the Company's best interests and on the basis of adequate information;

7.4 The Director shall be liable for any damage suffered by the Company as a result of his or her culpable failure to fulfill the duties and obligations set forth in this Mandate Agreement, the Articles of Incorporation, the Board of Directors' Rules of Procedure, the resolutions of the General Meeting of Shareholders, or the Legal Framework, in accordance with applicable legal provisions.

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

8.1 This Agreement may be amended by mutual agreement of the parties, expressed through an addendum executed in compliance with the substantive and formal requirements prescribed by law at the time of its execution or, as the case may be, as a result of subsequent legislative changes that affect the contractual provisions;

8.2 The contract shall be supplemented to include clauses regarding the key performance indicators approved under the terms of Government Emergency Ordinance No. 109/2011 in accordance with the conditions and deadlines provided by law;

8.3 The contract terminates:

- a) upon the expiration of the term for which it was concluded, if it has not been renewed in accordance with the law,
- b) upon the Administrator's resignation from office, 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 forth in the Mandate Agreement, for reasons attributable to the Administrator, by resolution of the General Meeting of Shareholders;
- e) upon the initiation of general insolvency or bankruptcy proceedings against the Company;
- f) upon the Administrator's violation of legal provisions regarding conflicts of interest, incompatibilities, including the integrity criteria set forth in 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 under legal regulations or contractual obligations assumed by the Company;
- h) by automatic termination in the cases provided for by law, including in the event of the initiation of liability proceedings against Board members, as well as in the event of indictment for the commission of one of the offenses provided for in Article 6(2) of Company Law No. 31/1990. i) by revoking or refusing to grant ORNISS authorization (if applicable);
- j) due to the inability to perform the duties of the office/legal impediment – any circumstance that results in an unavailability lasting 90 or more consecutive calendar days, preventing the member of the Board of Directors from performing their duties, either personally or through a representative;

If the Director is permanently unable to perform their duties/legal impediment, the termination shall take effect as of the date of expiration of the 90-day consecutive period of incapacity.

- k) by mutual agreement of the parties;
- l) in the event of legal impediments, as defined in this Agreement;
- m) in the event of a failure of negotiations regarding the approval of financial and non-financial performance indicators;
- n) if legal action is brought against the members of the Board, their term of office shall automatically terminate;
- o) in the event of the administrator's failure to comply with the obligation set forth in Article 5.2.48.

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

8.4 The Administrator's term of office may be renewed at the request of the Administrator, 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, the Administrator is not entitled to receive compensation from the Company. For the avoidance of any misunderstanding, "just cause" within the meaning of this article, without limitation, the Administrator's failure to fulfill or improper fulfillment of any legal obligation or obligation stipulated in this contract, and the unjustified refusal to enter into amendments to this contract establishing changes resulting from the effect of the law.

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

9.1 The performance targets and key performance indicators, approved by AMEPIP, are those established by OGMS Resolution No. 7 dated September 3, 2025

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

Art. 10. Integrity and Ethics Criteria

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

10.2 The Director is obligated to maintain confidentiality regarding any financial, technical, and/or commercial information classified as confidential or privileged in accordance with legal regulations or contractual obligations assumed by the Company.

Art. 11. Director's Compensation

11.1 The Director, in his capacity as a member of the Board, shall receive an allowance established by the General Meeting of Shareholders in accordance with the provisions of Government Emergency Ordinance No. 109/2011, Art. 37, paras. (2), (3), (4), and (5).

11.1.1 The remuneration of the 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 Director during his or her term as a member of the Board is a gross monthly amount of _____ lei.

11.3 The fixed allowance is paid monthly on

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

12.1 If the payment of the variable component of the remuneration of the director who also serves as an executive director has become excessively onerous due to exceptional circumstances whose extent was not and could not have been foreseen by the parties at the time of concluding the mandate agreement, the public enterprise is entitled to request a reasonable and equitable adjustment of the mandate contract. If the parties do not agree on the adjustment of the contract, the public enterprise is entitled to bring the matter before the court in accordance with the provisions of Article 1.271 of Law No. 287/2009 on the Civil Code, as republished, with subsequent amendments and additions;

12.2 The mandate contract shall also be amended if the payment of the variable component of the executive director's remuneration jeopardizes the public enterprise's capitalization;

12.3 If the variable component is granted based on incomplete or incorrect data, the administrator is obligated to return the amounts unduly received; otherwise, the public enterprise is obligated to file a claim for restitution.

Art. 13. Confidentiality Clauses, During and After the Term of Office

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

- a) the terms of contracts and any information regarding the Company's business partners, customers, agents, employees, contractors, investors, or suppliers, as well as the terms under which the Company conducts business with each of these parties;
- b) any of the Company's business, collaboration, or development plans at the national and international levels 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 geographic areas, market segments, or services; any information that would typically 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 authorized under the Company's internal regulations;
- d) any other information obtained by the Administrator in the course of performing his or her duties, which could reasonably be deemed to reflect vulnerabilities of the Company;
- e) any information received by the Company from third parties who, in turn, are subject to a confidentiality obligation of which they have notified the Company;
- f) any information derived from all of the above;
- g) any copies of all the information mentioned above, except in cases where such copies are requested by a court of law or another 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 performance of his duties within the Company, and that the use of such information for any purpose

Disclosure of Confidential Information, whether by the Administrator or by others, would seriously harm the Company, including by violating the Company's legal obligations. Therefore, 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 or for what reason this contract terminates, he or she will not use or cause the use, for a period of 5 years following 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 authorized in writing by the Company, or unless required by any applicable law, or ordered by a competent court or arbitral tribunal, or by any public authority that is legally authorized to receive such information;

13.2.2 In addition, the Administrator undertakes to promptly notify the Company of any order issued by a court, an arbitral tribunal, or any other public authority of the nature described in the preceding paragraph, so that the Company may adopt, in accordance with the law, protective measures or another appropriate solution, and shall continue to provide any assistance that the Company may reasonably request to ensure such measures or solutions, in the event that the protective measures mentioned in the preceding paragraph are insufficient, the Administrator shall provide only that portion of the Confidential Information that is legally required by the relevant public authority 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 Regarding 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 ("Information Regarding Third Parties");

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 or for what reason this contract terminates, the Administrator will not use or cause the use of any Information regarding third parties, except where permitted by a written agreement between the Company and the relevant third party, and except where required by any applicable law or by the decision of a competent court or arbitral tribunal or any other public authority legally empowered to receive such information;

Additionally, the Administrator undertakes to promptly notify the Company of any order issued by a court, arbitral tribunal, or other public authority of the nature described in the preceding paragraph, so that the Company may adopt, in accordance with the law, protective measures or another appropriate solution. If the protective measures are insufficient, the Administrator shall provide only that portion of the Information regarding 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 in effect even after its termination, regardless of the reasons, and shall remain in effect for a period of 5 years.

Art. 14. Method of evaluating administrators

14.1 The performance of this mandate agreement is subject to evaluation in accordance with the law, based on the following types of evaluations:

- a) the Board's self-assessment of its performance;

- b) evaluation of the Administrator's activity, conducted by the General Meeting of Shareholders or by the Supervisory Public Authority;
- c) monitoring and evaluating the achievement of key performance indicators included in the mandate agreements and reporting this information to AMEPIP;
- d) The performance of the administrators is evaluated annually by the general meeting of shareholders, with the support of experts in such evaluations, as appropriate. The evaluation covers both the execution of the mandate agreement and the management plan.

Art. 15. Participation in specialized advisory committees established at the 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 Compensation 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 possibility of establishing other advisory committees may also be provided for;

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

Art. 16. Provisions Regarding the Independence of the Administrator

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

16.2 In the event of a change, during the term of office, in the status declared pursuant to clause 16.1 above, 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 no more than 5 (five) days of the occurrence of any event of force majeure or unforeseeable circumstance, as defined by Law No. 287/2009 on the Civil Code, as republished, with subsequent amendments and additions, and, in general, to inform each other in a timely manner of any impediments likely to lead to difficulties in fulfilling the purpose of this contract.

17.2 If the party invoking force majeure or unforeseeable circumstances has failed to comply with the notification obligation or the deadline set forth 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 damages that may result from the occurrence of such an event.

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, performance, amendment, termination, or interpretation of the terms of this Mandate Agreement that cannot be resolved amicably shall be submitted for resolution to the competent courts of Romania.

Art. 19. Other Provisions

19.1 The Administrator agrees to the Company's processing, where applicable, of personal data provided by the Administrator and/or obtained from third parties, including, but not limited to, the personal identification number and other personal identification data, for the purpose of conducting legal relationships 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 they have been informed of the provisions of Law No. 190 of 2018 regarding the measures for the implementation of EU Regulation 2016/679 and other applicable regulations concerning the processing of personal data and the free movement of such data, in particular regarding the right of access to data, the right to rectification of data, and the right to object. The Administrator declares that, upon conclusion

processing operations, agrees that his or her personal data may be further processed by the Company, its 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 at any time regarding the processing of personal data, their use for statistical or marketing purposes, their transfer abroad, as well as the receipt of commercial communications, by means of a written request addressed 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, sent by one party to the other, shall be deemed validly delivered if sent to the latter party by registered mail or fax/email, with confirmation of receipt, to the addresses specified in Article 1 of this contract or to such addresses as may be subsequently declared by either party;

19.3.2 If a party changes the contact information specified in Article 1 of this contract, it shall be obligated to notify the other party of the new contact information within no more than 5 (five) business days. Failure to provide such notification shall not give rise to liability on the part of the party using the contact details specified in the contract or the most recently notified details, and notifications sent to those contact details shall be valid;

19.4 The professional liability insurance policy covering the risks associated with the Administrator's mandate shall be purchased and paid for by the Company in accordance with public procurement laws. The insured amount shall be determined by the Supervisory Public 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 labor law.

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 situations, the parties shall renegotiate in good faith any clause that has become legally ineffective, adding the thus 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 such party has waived such provisions or has waived the right to enforce these provisions.

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

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

19.10 The Director declares that, prior to appointment by the General Meeting of Shareholders and acceptance of the mandate, he has taken note of the specific obligations set forth in his duties 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 Director declares that he is not in any of the situations of incompatibility or conflict of interest provided for by law, has full legal capacity to enter into this contract and to perform the obligations set forth herein and in accordance with its provisions and the applicable legal framework, and meets the requirements set forth by law and the Company's Articles of Incorporation for holding the position of director on the Board.

This Agency Agreement shall be adapted as necessary to comply with any applicable legal regulations enacted after its execution.

Appendices 1, 2, and 3 are an integral part of this Mandate Agreement.

Wherefore, we have executed today, _____, in 2 (two) original copies, this Agency Agreement, the parties also declaring that they have each received one copy upon signing this Agreement.

The Company

By:.....the Principal, By
Resolution No..... of the GMS

ADMINISTRATOR

Mr./Ms.
.....

CONFIDENTIALITY RULES

1. Definitions

The term “Confidential Information” means and includes any information regarding *the Company’s* business that is not public, in accordance with (i) the law, (ii) resolutions of the General Meeting of Shareholders, (iii) decisions of the Board of Directors, and (iv) *the Company’s* internal regulations. Without limitation, confidential information includes:

- a) contractual terms and any information regarding the Company’s business partners, customers, agents, employees, contractors, investors, or suppliers of *the Company*, as well as the terms under which *the Company* conducts business with each of these parties;
- 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 information regarding 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 *the Company* (except for any algorithm, procedure, or technique that is in the public domain), regardless of whether such algorithms, procedures, or 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 considered using 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 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 typically 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 under *the Company’s* internal regulations; h) information that shall be disclosed exclusively under the conditions set forth in paragraph 5;

i) any other information obtained by the Administrator in the course of performing his or her duties, which could reasonably be deemed to reveal vulnerabilities of *the Company*, and which would assist a competitor or potential competitor of *the Company* in successfully competing against *the Company*; j) any information received by *the Company* from third parties who, in turn, are subject to a confidentiality obligation, the existence of which they have notified *the Company*;

k) any information derived from all of the above; and

l) any copies of all the information mentioned above, except in cases where such 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 he has obtained and/or will obtain Confidential Information in the course of or in connection with the performance of his duties within *the Company*, and that the use of such Confidential Information, by himself or by others, for the purpose of competing with *the Company*, would seriously jeopardize *the Company's* ability to continue its business operations.

Therefore, the Director agrees that, directly or indirectly, at any time during the term of the Mandate Agreement entered into with *the Company* or at any time after its termination, and regardless of when and for what reason this agreement terminates, he will not use or cause the use of any Confidential Information in connection with any activities or business, except for *the Company's* business activities, and 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 authorized in writing by *the Company*, or unless required by any applicable law, or ordered by a competent court or arbitral tribunal, or by any public authority that is legally authorized to receive such information.

In addition, the Administrator undertakes to promptly notify *the Company* of any order issued by a court, an arbitral tribunal, or any other public authority of the nature described in the preceding paragraph, so that the *Company* may adopt, in accordance with the law, protective measures or another appropriate solution, 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 preceding paragraph are insufficient, the Administrator shall provide only that portion of the Confidential Information that is legally required by the relevant public authority and shall use all reasonable and legally justified efforts to obtain confidential treatment of any Confidential Information so disclosed.

3. Use and Disclosure of Information Regarding 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 Agreement entered into with *the Company*, or at any time after its termination, and regardless of when and for what reason this Agreement terminates, he shall not use or cause the use of any Information regarding third parties, except where permitted by a written agreement between *the Company* and such third party, unless required by any applicable law or by the order of a competent court or arbitral tribunal or by any other public authority that is legally authorized to receive such information.

In addition, the Administrator agrees to promptly notify *the Company* of any order issued by a court, arbitral tribunal, or other public authority of the nature described in the preceding paragraph, so that *the Company* may take protective measures or adopt another appropriate solution in accordance with the law. If the protective measures are insufficient, the Administrator shall provide only that portion of the Information regarding third parties as legally required.

4. Protection of Trade Secrets

No provision of this Mandate Agreement shall bind *the Company* or in any way affect its rights to protect its trade secrets by any means provided by law.

5. Disclosure of Information by the Company

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

- (i) all algorithms, procedures, or techniques relating to *the Company's* business activities or the Administrator's work within *the Company*, as well as the essential ideas and principles underlying such algorithms, procedures, or techniques that have been 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 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 with *the Company*;
- (iii) information regarding all and any products and services, and the essential ideas and principles underlying such products and services, conceived, originated, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested, or applied by the Administrator in the course of his or her employment with *Company*; and

(iv) any other ideas or information 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 at *the Company*, where such ideas or information could reasonably be deemed useful or valuable to *the Company*.

6. Confidentiality of Information to Be Disclosed

The Parties agree that the Information to be disclosed, pursuant to Section 5, is, in turn, subject to the scope of Confidential Information, as defined in Section 1 of this Annex, and the Administrator undertakes to use and maintain all Information to be disclosed under the terms of Section 5 in the same manner as Confidential Information, while also complying with the provisions of Section 3 of this Annex regarding the confidentiality of Information relating to third parties.

Notwithstanding the provisions of this paragraph, Information disclosed pursuant to Section 5 shall not be considered Confidential Information, for the purposes of this Mandate Agreement, to the extent that such Information is unrelated to the company's business activities and is of a general nature, capable of being used in any industry.

7. Duration of Confidentiality Obligations

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

The Company

By:..... the Agent,
By Resolution No..... of the GMS

ADMINISTRATOR

Mr./Ms.

.....

NON-COMPETITION OBLIGATIONS

Non-Competition

During the term of his/her tenure with *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* principal business;
- b) not to assist in any way any person whose activities compete with or otherwise harm *the Company's* business activities.

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

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

Refrain from Soliciting Services

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

- a) induce or attempt to induce any employee, consultant, supplier, buyer, or independent contractor of *the Company* to terminate their relationship with the Company;
- b) use, retain as a consultant or contractor, or cause the hiring or retention of any employee, or enter into a contractual relationship with any agent, consultant, service or product provider, buyer, or independent contractor of *the Company*, in a manner that causes 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 the Administrator for damages caused to *the Company*.

The Company

By:..... authorized representative,

By Resolution No..... of the GMS

ADMINISTRATOR

Mr./Ms.

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INTEGRITY CRITERIA

Considering that:

- members of the Board of Directors are required to disclose any personal interests that may conflict with the objective exercise of their duties in the performance of 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 elimination of the conditions that give rise to acts of corruption are a priority and imperative;
- Ethics refers to individual behavior, whether in an organizational context or not, which can also be assessed or evaluated from the perspective of societal values, principles, and ethical rules;
- Behavior characterized by integrity is behavior assessed or evaluated from an ethical standpoint as being correct. Integrity, as an individual value, refers to this ethical correctness, which cannot be confined to legal and professional correctness;
- Behavior lacking integrity is a form of undermining the Company's mission, leading to a toxic organizational climate for employees and third parties, and affecting the legitimate interests of all those involved, including the public interest;

The Company's Administrator commits to the following integrity criteria:

1. is a competent, fair person eager 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 company's interest (decisions are not made to obtain financial benefits or other material advantages for themselves, their family, or close associates);
4. has no business dealings or contracts with the company for which they serve as a board member, or with a partner company;
5. ensure compliance with the principle of transparency regarding its decisions and actions;
6. has a duty to disclose any personal interests related to the fulfillment 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 company's interests;
7. is accountable to shareholders for his decisions and actions and is subject to any performance evaluation regarding the fulfillment of his mandate;
8. shall not incur financial or other obligations to organizations or natural or legal persons that would influence the manner 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. no criminal proceedings have been initiated against them, they have not been 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 duties as an administrator, or for any other acts provided for by criminal law;
11. no final finding has been issued against him by the National Integrity Agency regarding the violation of legal obligations concerning unjustified assets, conflicts of interest, or the regime of incompatibilities;
12. he 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 degrees or diplomas through plagiarism or intellectual theft proven by final court decisions;
14. is not under judicial supervision for any type of offense, nor is he or she in pretrial detention or under house arrest;
15. has not exhibited abusive, aggressive, or inappropriate behavior toward colleagues;
16. is actively involved in promoting the company's integrity and sets an example of integrity, appropriately sanctioning or managing violations of the rules, ranging from minor infractions to the most serious offenses.

The Company

By:.....authorized, By
Resolution No..... of the GMS

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 the non-executive directors of the Board of Directors

No.	Indicator classification		Name of key performance indicators (KPIs)	Verification tool / formula	Minimum level under Order 651/2024 of the President of AMEPIP	2025	2026
	Type	Category					
FINANCIAL INDICATORS – 50%							
1	Financial indicators	Investment Policy	Capital Expenditure Ratio	Capital expenditures / Total assets	2.69%	Minimum 2.69%	Minimum 2.69%
2	Financial indicators	Financing Policy	Current liquidity ratio / Current liquidity	Current assets / Current liabilities	1.00	Minimum 1	Minimum 1
3	Financial Ratios	Operations	1) Receivables turnover ratio	Net sales / [(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 revenue	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) Level of transparency in financial reporting	Publication of financial information in accordance with the financial calendar	SNN-specific indicator	100%	100%
7	Non-financial indicators	Governance indicators	5) Establishing risk management policies	Quarterly Risk Management Report	Yes	Met	Met

8	Non-financial indicators	Governance indicators	Number of board meetings	Number of board meetings held throughout the year_t	4	At least 4	Minimum 4
No. Cr t.	Indicator classification		Name of Key Performance Indicators (KPIs)	Verification tool / formula	Minimum level in Order 651/2024 of the AMEPIP President		
	Type	Category				2025	2026
9	Non-financial indicators	Indicators focused on public services	6) Provision of heat to the local community, in accordance with contractual terms	Forecast accuracy of thermal energy delivered (%) = Production of thermal energy sold / Production of forecasted (estimated) thermal energy	SNN-specific indicator	>= 80%	>= 80%
10	Non-financial indicators	Employee-related indicators	Number of safety training sessions	Report on employee training in on safety	4	Minimum 4	Minimum 4
11	Non-commercial indicators	Creation of jobs of	Full-time equivalent number of employees	Report on the number of full-timefull-time - monitoring is carried out on an ongoing basis	Monitoring	Monitoring	Monitoring
12	Non-financial indicators	Operational indicators	EHS - Environmental effluents	MSv/ CNE (ALARA Quarterly Report)	SNN-specific indicator	200	200

Notes:

1) Request to lower the minimum threshold of the indicator from 7.56 to 4.00, given:

- (a) the projected 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, consequently, a reduction in electricity production);
- (b) the specific nature of the electricity market, which may cause revenue and receivables to not 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 implicitly considered to have been met.

3) Request to amend the minimum level of the indicator, namely to replace the minimum level of "50%" with the phrase "In accordance with the provisions of applicable regulations and legal approvals in force." SN Nuclearelectrica SA has always complied with legal provisions regarding dividends, ranking among the top 3 public enterprises contributing to the state budget through dividend payments. Since major investment projects requiring significant funding have been approved (and committed to under 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 as of the date of dividend distribution.

4) The indicator is considered 100% met if, for the previous reporting period, financial information was published in accordance with the financial calendar approved and submitted to the Bucharest Stock Exchange (BVB). The supporting document is the current report published on the SNN website in its approved and signed form, which notifies shareholders and investors of the availability of financial information.

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

6) The indicator is considered 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:authorized, By
Resolution No. of the GMS

ADMINISTRATOR

Mr./Ms.

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