Copy no.___

- DRAFT/TEMPLATE MANDATE CONTRACT

Concluded this day of

According to the provisions of:

- **The Government Emergency Ordinance no. 109/2011** *on the corporate governance of State-Owned Enterprises, as subsequently amended and supplemented,* hereinafter referred to as the Government Emergency Ordinance no. 109/2011;
- **The Government Decision no. 639/2023** f*or the approval of the Rules implementing some provisions of the Government Emergency Ordinance 109/2011 on the corporate governance of State-Owned Enterprises*, hereinafter referred to as the GD 639/2023, Annex no. 1 - Methodological Norms of 27 July 2023 for the establishment of criteria for the selection of members of the boards of directors/supervisory boards of State-Owned Enterprises, for the drawing up of the short list for each position, their ranking, the procedure for final appointments, as well as for the establishment of other measures necessary for the implementation of the provisions of Government Emergency Ordinance no. 109/2011 on the corporate governance of State-Owned Enterprises and Annex no. 2 - Methodological Norms of 27 July 2023 for the establishment of financial and non-financial performance indicators and of the variable component of the remuneration of the members of the boards of directors/supervisory boards of State-Owned Enterprises, as well as of the directors, respectively of the members of the board of directors;
- **The Companies Law no. 31/1990**, republished, as subsequently amended and supplemented, hereinafter referred to as the Law no. 31/1990;
- **The Law no. 287/2009** on the Civil Code, as subsequently amended and supplemented, Articles 1913 - 1919, Article 1924 and Articles 2009-2042;
- **The Articles of Association of *the Company ....***, hereinafter referred to as the Articles of Association,

Following and on the basis of the appointment by the General Meeting of Shareholders (hereinafter referred to as the GMS.) by the **GMS Resolution no. ___/___** of Mr. / Mrs. .... as member of the Board of Directors of the Company .... and the express acceptance by Mr. / Mrs. .... of the mandate, it being necessary to establish the rights and obligations of the principal and the agent corresponding to the exercise by the latter of the office of member of the Board of Directors, this Mandate Contract is hereby concluded as set forth below.

Article 1. Parties to the Contract

The company ...., with registered office in ...., street ...., no. ...., county ...., registered with the Trade Register Office attached to the Court .... under no. ..../ ..../ ...., Tax Identification Number ...., represented by the General Meeting of Shareholders which has designated .... by the **GMS Resolution no. ___/___** to sign on behalf of the Company this contract in the form and content approved by the **GMS Resolution no. ___/___**, as **principal**, and

............., Romanian citizen, born on ...., in ...., residing in ...., with declared correspondence address in ...., Personal Identification Number ...., appointed as **member** of the **Board of Directors of the Company** .... (hereinafter referred to as Director), in accordance with the **GMS Resolution no. ___/___**, who has taken note of the form and content of the contract approved by the **GMS Resolution no. ___/___** and has expressly accepted the mandate in these contractual conditions, as an **agent**.

Article 2. Term of Office

2.1 The mandate contract is concluded from the date of the **appointment OGMSR and until ....**

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

Article 3. Definitions

For the purposes of this Contract, the terms below shall have the following meanings:

a. **Articles of Association –** the Articles of Association of the Company ...., approved by the GMS, as in force on the date of this Mandate Contract or as amended/supplemented/reformulated by resolution of the General Meeting of the Shareholders of the Company;

b. **Applicable legal framework** – the set of Romanian legal rules contained in Law no. 31/1990, Government Emergency Ordinance no. 109/2011, the Government Decision no. 639/2023, the Civil Code, as subsequently amended and supplemented, the Tax Code, as subsequently amended and supplemented, as well as other regulatory acts applicable to this Mandate Contract, and to the parties;

c. **Conflict of interests** – any situations or circumstances determined/determinable pursuant to the applicable legal framework, the Organisation and Functioning Regulation of the Company ("Company ROF") and the Organisation and Functioning Regulation of the Board of directors ("ROF BoD") where the direct or indirect personal interest of the Agent comes against the interests of the Company and, therefore, affects or is liable to affect their decision-making independence and impartiality or timely and objective performance of their duties attached to the exercise of the office, or of the Company;

d. **Privileged information** - information of a precise nature which 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, 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 concerning the business activity of the Company that is not public, according to the provisions of the:

- (i) laws;
- (ii) resolutions of the GMS;
- (iii) resolutions of the Board of Directors;
- (iv) the internal regulations of the Company.

Confidential information refers mainly, but not limited to:

- the contractual terms and any information concerning the Company's business partners, clients/customers, investors or suppliers, as well as the conditions under which the Company pursues business activities with each of these persons;
- computer programs, algorithms, procedures or techniques used by the Company;
- information about the Company's future plans, including, but not limited to,

plans to expand geographies, 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 during the exercise of their office, which could reasonably be considered to reflect vulnerabilities of the Company.

f. **Inability to exercise mandate/legal impediment;**
- (i) any circumstance that gives rise to unavailability with a length in time longer than, or equal to, 90 consecutive calendar days, and makes it impossible for the member of the Board of Directors to carry out his duties, in person or by representation, except in cases provided for by law;
- (ii) preventive detention;
- (iii) execution of a custodial sentence;
- (iv) cancellation of the resolution of the Company's GMS appointing the member of the Board of Directors.

g. **Remuneration of the member of the Board of Directors** - the remuneration of the members of the Board of Directors is set by the GMS in the structure and within the limits provided for in Article 37(2) (3) and (4) of Government Emergency Ordinance No 109/2011;

h. **Force majeure** – means any external, unforeseeable, absolutely insuperable and unavoidable event, which could not be foreseen at the time when this Mandate Contract which renders impossible performance and fulfilment of the Mandate Contract.

Such events are considered to be: wars, revolutions, fires, floods or any other natural catastrophes, restrictions arising as a result of a quarantine, embargo, the list is not exhaustive, but declarative. An event similar to the above which, without creating an impossibility of performance, makes the performance of the obligations of one of the parties extremely onerous is not considered force majeure;

i. **Business decision** – means any decision to taken or not to take certain measures concerning the administration of the Company;

j. **Act of God** - means an event that could not have been foreseen by the Agent nor prevented by him from happening; acts of God are assimilated to the modification of the legal, regulatory and fiscal system in Romania existing at the signing of this Contract;

k. **Financial and non-financial performance indicators** - performance indicators negotiated and approved by the GMS, different from those approved for the Officers, recorded in an addendum to the Mandate Contract.

Article 4. Subject-Matter of the Mandate Contract

4.1 By the present Mandate Contract, the Director is entrusted with the management of the Company, corresponding to the position of member of the Board of Directors, having the attributions, powers and responsibilities established by law and by the Articles of Association;

4.2 The Director's obligations are governed by the law, as it may be amended during the term of office, including the legislation applicable to State-Owned Enterprises, the provisions of the Articles of Association and the provisions of this mandate contract. For the purpose of attaining the object of this mandate contract, the Director shall carry out, within the limits of the attributions and competences of a member of the Board, all the acts necessary for the administration of the Company in its interest and for the fulfilment of the object of activity, and shall exercise the mandate with loyalty, in the interest of the Company, with the prudence and diligence of a good director.

Article 5. Rights and Duties of the Director

5.1 Rights of the Director

5.1.1 The Director is entitled to a fixed monthly remuneration;

5.1.2 The Director is entitled to benefit from a professional liability insurance policy taken out by the Company. Payment of the premiums under this insurance shall be made by the Company and shall not be retained from the remuneration due to the Director;

5.1.3 Reimbursement of necessary and useful expenses incurred with prior approval of the General Meeting of Shareholders, and duly justified as serving the mandate;

5.1.4 The Director is entitled to payment of damages in the event of dismissal without just cause. With reference to Article 8.5, "just cause" in the meaning of this article, the specification is not limitative, is the failure by the Director to fulfil or inadequate fulfilment of any legal obligation or stipulated in this contract and the unjustified refusal to enter into additional deeds to this contract by which changes are established by operation of law. Revocation also occurs with "just cause" in the event that the key performance indicators are not met at the minimum level approved by the GMS, as well as in the event that the Director refuses to assume the key performance indicators and their fulfilment at the minimum level approved by the GMS, refusing to properly enter into an additional deed to the Mandate Contract;

In case of dismissal of the Director without just cause:

a) The Director shall be entitled to receive from the Company a compensation equivalent to not more than one monthly net fix allowance;

b) the 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 resolution of the GMS of revocation, if the resolution is not appealed. The Director agrees and accepts that this indemnification is the Director's sole remedy in the event of his removal without just cause. The Director shall have the right to the payment of damages in the event of their unjustified dismissal, save for the cases provided at Article 30(3^3) of the Government Emergency Ordinance no. 109/2011, as well as at Article VII(2) of Law no. 187/2023 amending and supplementing the Government Emergency Ordinance no. 109/2011 on the corporate governance of State-Owned Enterprises;

5.1.5 In the event that the director challenges the revocation decision issued by the Company in court, the appealing party declares that he definitively and irrevocably waives any interest and penalties related to the principal claimed, except for legal costs;

5.1.6 The Director has the right to have access to any information related to the Company, in compliance with the obligation of non-disclosure and with the provisions related to the access to service secrets, namely national classified information;

5.1.7 The Director may benefit, together with the other directors, in accordance with the law, of specialized assistance for the substantiation/motivation of the decisions taken within the Board, such as, but without limitation to: audits, anti-fraud investigations, market analysis and others, with the GMS approval;

5.1.8 The Director has the right to benefit from the same package of compensations and benefits, including medical services and/or medical insurance as contracted by the company for the employees (as the case may be);

5.1.9 In exceptional cases, when the interests of the Company so require, it may request that a General Meeting of the Shareholders be convened.

5.2 Duties and Powers of Directors and of the Board in Administration of State-Owned Enterprises

5.2.1 By signing this contract, the Director accepts the Administration Plan with its two components, the administration component and the management component, as approved by Resolution of the Board of Directors no. 90 dated 7 April 2023.

5.2.2 By signing this contract, the Director is applicable the company's financial and non-financial performance indicators as approved by the OGMS Resolution no. 7 dated 3 September 2025, based on the company's integrated Administration Plan, and which are in line with the minimum level set by AMEPIP, pursuant to Order of the President of AMEPIP no. 651/24.12.2025, as provided in Appendix no. 4 to this contract.

5.2.3 The Director shall attain the objectives and key performance indicators set out in the appendix to the contract;

5.2.4 The Director shall contribute to preparation of the draft budget of the State-owned enterprise and, where appropriate, of the work programme for the next financial year;

5.2.5 The Director shall prepare, and participate in, the board meetings, as well as in one or more advisory committees set up under the Board;

5.2.6 In the event of appointment as chairman of the Board of Directors, the Director shall also have the duties corresponding this position, established in the Company's Articles of Association, the Organisation and Functioning Regulation of the Board of Directors, as well as in the applicable legal provisions;

5.2.7 The Director shall attend the GMS meetings;

5.2.8 The Director shall represent the Company in the cases provided for by law and, as the case may be, in the cases in which this power has been expressly granted to him;

5.2.9 The Director shall participate in preparation and submission of the reports to the Supervisory Public Authority, Agency for Monitoring and Evaluating the Performance of State-Owned Enterprises (hereinafter referred to as AMEPIP), the Ministry of Finance and other authorities, of the reports provided for by the law, of the reports on the activity of the Company and the progress obtained in attainment of the key performance indicators under the mandate contract, as well as, where appropriate, information about the mandate contracts of the Company's officers;

5.2.10 The Director shall make proposals concerning the Company's development strategy, set the main development directions and approve them once they have been agreed within the Board of Directors;

5.2.11 The Director shall participate in the selection, recruitment, appointment and dismissal of the management members, to appraise their activity, and to determinate and approve their remuneration;

5.2.12 The Director shall approve the recruitment and dismissal, as appropriate, of the head of internal audit, and to receiving from them, whenever requested, reports on the activity of the Company;

5.2.13 The Director shall check the functioning of the Internal Management Control System;

5.2.14 The Director shall report conflicts of interest and incompatibilities affecting the members of the administration and management bodies or the staff of the State-owned enterprise;

5.2.15 The Director shall disclose, in accordance with the legislation in force and the code of ethics, any existing conflicts of interest and incompatibilities; where conflicts of interest occur, the director shall be under the obligation to abstain from participating in the decision-making process within the board/advisory committees/exercise of their director's duties and powers;

5.2.16 The Director has a duty of non-competition and information pursuant to Article 153^{15} and Article 153^{17} of Law no. 31/1990 republished, as subsequently amended and supplemented, read in connection with the provisions of Article 33 of the Government Emergency Ordinance no. 109/2011;

5.2.17 The Director shall pursue the mandate with loyalty, prudence and diligence of a good director, in the exclusive interest of the Company;

5.2.18 The Director shall abide by the legal and statutory provisions on lending and conclusion of legal acts with the State-owned enterprise;

5.2.19 Participate in at least one professional development programme on the field of corporate governance, as well as in any other areas relevant to the State-owned enterprise, according to the applicable legal framework, with the approval of the GMS;

5.2.20 The Director shall exercise diligence with regard to receiving, holding and transmitting information (including documents) owned by the Company, using for these purposes exclusively technical means and electronic or physical means of communication or storage under the ownership/under the control of the Company (laptop/tablet, email, other communication applications, physical storage media, etc). In the application of the present contractual clause, the Director shall also abide by the specific internal regulations regarding information security. The obligations established by this contractual clause are part of the confidentiality obligation assumed by the Director by this contract;

5.2.21 The Director, together with the other members of the Board of Directors, shall convene the general meeting of shareholders to approve any transaction when this, alone or as part of a series of completed transactions, accounts for more than 10% of the amount of the Company's net assets, or more than 10% of the turnover of Company according to the last audited financial statements, with the members of the Board of Directors or with officers, employees, shareholders who control the company or with a company controlled by them, as well as with the spouse, relatives or relatives by marriage up to and including the fourth degree of the persons mentioned;

5.2.22 The Director, together with the other members of the Board of Directors, is under the obligation to inform the shareholders, during the first General Meeting of Shareholders after execution 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 less than 10% of the value 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 with the public supervisory authority, if the transaction has a value, individually or in a series of transactions, of at least the RON equivalent of EUR 100,000;

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

5.2.24 Not to make unauthorized judgments in connection with pending litigation in which the Company is a party;

5.2.25 Not to provide assistance and consultancy to individuals or legal entities in order to promote legal or other actions against the Company;

5.2.26 The Director assumes 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, of the National Standards for the Protection of Classified Information in Romania, approved by Government Decision no. 585/2002 and of 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 Comply with the confidentiality rules, non-compete obligations and integrity criteria set out in Appendices 1, 2 and 3 to the Contract;

5.2.28 The Director has any other obligations provided for by the normative acts in force in the field, the Articles of Association 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 executive officers and to name a general director, to set their remuneration at the recommendation of the nomination and remuneration committee and to revoke the general manager/ executive officers, in accordance with the provisions of the Articles of Association and the applicable legal framework;

5.2.30 To assess the work of the general manager/executive officers, both in terms of how the mandate contract/contracts is/are performed, as well as regarding compliance and implementation of the management component from the administration plan;

5.2.31 To approve the conclusion of contracts, within the limits provided for by the Articles of Association, by the resolutions of the GMS, as well as by the applicable legal framework;

5.2.32 To determine the accounting policies of the financial control system, and to approve the financial planning and to make recommendations on profit allotment;

5.2.33 To convene or, as the case may be, to approve the convocation of the GMS in accordance with the provisions of the Memorandum of Association and the applicable legal framework, to organize and participate in the meetings of the General Meetings of Shareholders and to implement the resolutions 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 GMS, within the legal deadline, all the reports required by the applicable legal framework;

5.2.36 To verify the compliance of the management operations of the company with the law, with the Articles of Association and the resolutions of the General Meeting of the Shareholders;

5.2.37 To adopt all necessary measures to protect the assets of the Company;

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

5.2.39 To participate in the evaluation process and, as a result of this process, to present a self-assessment based on the performance achieved against objectives in a report on the degree of achievement of objectives, within the deadlines and conditions set by the Principal and to deliver it to the latter;

5.2.40 To defend, in a loyal manner, the prestige of the Company and of the governing bodies of the Company and its shareholders, as well as to refrain from any act or fact that may damage their image or legal interests;

5.2.41 Not to express in public assessments that do not conform to reality in relation to the activity of the Company, its policies and strategies or draft regulations or individual acts;

5.2.42 In his relationship with the Company, with the executive officers, shareholders and employees of the Company and the other members of the Board of Directors, the Director undertakes to behave with respect, good faith, fairness and kindness, not to prejudice their honour / reputation / dignity, as well as the individuals and legal entities with which he comes into contact in the exercise of his mandate, by using offensive expressions, making defamatory complaints or complaints or disclosing aspects of private life;

5.2.43 To ensure equal opportunities and equal treatment for the Company's employees and executive officers, not to favor or disfavour access or promotion within the Company on discriminatory criteria, kinship, affinity or other criteria not in compliance with the applicable legal framework;

5.2.44 To attend and cast his/her vote at each meeting of the Board of directors and to sign the minutes of the meetings of the Board of directors in which he/she participates in person or as agent, drawn up by the secretariat of the meeting;

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

5.2.46 The supervisory public authority may terminate the mandate contracts of the members of the board of directors and of the supervisory board ahead of term, for no fault thereof, in order to meet the milestones or targets set out in Romania's National Recovery and Resilience Plan. In such an event, any compensatory severance packages contractually established for dismissal without just cause or sudden provided in these mandate contracts shall be reduced by operation of law down to a maximum amount equivalent to one monthly remuneration;

5.2.47 The Director undertakes not to hold any management or executive position in an enterprise that directly competes with the Company for a period of 3 (three) years after the end hereof.

5.2.48 The Director further undertakes to observe and enforce all resolutions of the General Meeting of Shareholders, in accordance with the applicable legislation.

Article 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 Director information, reports and other documents concerning the fulfilment of the mandate;

6.1.2 The Company has the right to negotiate key performance indicators during the time period set out under the law;

6.1.3 The Company has the right to pursue actions for liability and actions for damages for the damage caused to the enterprise due to the breach of the duties laid down under the law and the Articles of Association;

6.1.4 The Company has any other rights laid down under the law, the Articles of Association and the internal regulations adopted in the Company;

6.1.5 The company has the right to request in writing any kind of information regarding the activity of the members of the Board of Directors and to receive a reply within 10 calendar days of the request.

6.2 Obligations of the Company

6.2.1 The Company shall pay the remuneration to the Director under the conditions set out by this contract;

6.2.2 The Company shall bear the costs of the professional liability insurance of the Director, as well as other benefits provided in the Articles of Association;

6.2.3 The company has the obligation to monitor the activity of the Director and to evaluate the fulfilment of the approved key performance indicators included in the mandate contract;

6.2.4 The company shall pay to the director the compensation provided for in Article 5.1.3, 5.1.4(a) and (b) and Article 5.2.46;

6.2.5 The Company shall put in place the conditions required for the Director to render their work, by allowing them full freedom to pursue their office, in accordance with the legal provisions in force.

Article 7. Liability of the Parties

7.1 The failure to perform and/or improper performance of the duties or obligations assumed by any of the signatories of this Contract shall give rise to the liability of the party in default;

7.2 The Director shall be liable for the culpable non-compliance:

- of the obligation to fulfil the administration plan, for the purpose of achieving the objectives contained therein and the achievement of the financial and non-financial performance indicators;
- of the provisions of this Mandate Contract;
- of the provisions of the resolutions adopted by the GMS of the Company;
- of the provisions of the Articles of Association.

7.3 The Director shall not infringe their duty of prudence and diligence, and shall not be liable when, at the time of making a business decision, he are reasonably entitled to consider that they are acting in the interest of the Company and based on adequate information;

7.4 The Director shall be liable for any damage suffered by the Company as a result of its culpable failure to fulfil its duties and obligations under this Mandate Contract, the Articles of Association, the ROF BoD, the resolutions of the GMS or the Legal Framework, in accordance with the applicable legal provisions.

Article 8. Conditions for modification, termination and renewal of the office

8.1 This contract is amended by agreement of the parties expressed by an addendum concluded in compliance with the conditions of substance and form provided by law at its conclusion or, where appropriate, as a result of subsequent legislative changes that may affect the contractual provisions;

8.2 The amendment of the contract in order to include clauses regarding the key performance indicators approved in accordance with the Government Emergency Ordinance no. 109/2011 will be made under the conditions and within the time limits provided by law;

8.3 The Contract shall come to an end:

a) upon expiry of the term this was concluded for, unless it has been renewed in keeping with the law,

b) by the waiver of the Director of the office, with 30 calendar days' notice from the date of notification to the Company;

c) following the decease of the director;

d) for failure to meet the key performance indicators set out in the Mandate Contract, for reasons attributable to the director, by resolution of the GMS;

e) by the commencement of the general insolvency or bankruptcy proceedings of the Company;

f) for violation by the Director of the legal provisions regulating conflicts of interest and incompatibilities, including the integrity criteria laid down in the Code of Ethics of the Company, or of the duties of non-competition;

g) for any breach of the non-disclosure duties regarding any financial and/or commercial piece of information classified as confidential or privileged under the legal rules or the contractual obligations assumed by the Company;

h) by termination by operation of law in the cases stipulated by law, including in the event of liability action against the members of the Board, as well as in the event of indictment for committing one of the offenses stipulated in Article 6(2) of the Companies Law no. 31/1990.

i) by withdrawing/not granting ORNISS authorization (if applicable);

j) by impossibility to exercise the mandate/legal impediment - any circumstance that creates an unavailability with a duration higher than or equal to 90 consecutive calendar days, depriving the member of the Board of Directors of the possibility to fulfil his/her duties, in person or by representation;

If the Director is definitively unable to exercise the mandate/legal impediment, the termination will take effect from the date of expiration of the 90 consecutive days of incapacity.

k) amicably, by agreement of the parties;

l) when legal hindrances take effect, as these are defined in this Mandate Contract;

m) in case of failed negotiations for the approval of financial and non-financial performance indicators;

n) should any action for liability be pursued against the Board members, their term of office shall automatically come to an end;

o) in the event of the Director’s failure to comply with the obligation provided under Article 5.2.48.

On the end date of this Contract, the Director shall immediately return to the Company all the assets/goods/property entrusted to them be used by under this Contract.

8.4 The mandate of the Director may be renewed upon the request of the director in office, in accordance with the provisions of Article 25 of Annex no. 1 of the G.D. no. 639/2023 for the approval of the rules implementing the Government Emergency Ordinance no. 109/2011 on corporate governance of State-Owned Enterprises.

8.5 In the event of dismissal of the Director with just cause, the Director shall not be entitled to receive any compensation from the Company. For the avoidance of any doubt, "just cause" in the meaning of this article, the specification is not limitative, is the failure by the Director to fulfil or inadequate fulfilment of any legal obligation or stipulated in this contract and the unjustified refusal to enter into additional deeds to this contract by which changes are established by operation of law.

Article 9. Performance Targets and Key Performance Indicators, and Conditions for their Revision

9.1 The targets and key performance indicators, as cleared by AMEPIP, shall be those set out in by the OGMS Resolution no. 7 of 3 September 2025.

9.2 The conditions for reviewing the targets and key performance indicators are those stipulated by the provisions of the Government Emergency Ordinance no. 109/2011 and subsequent normative acts, which are binding for the parties.

Article 10. Integrity and Ethics Criteria

10.1 The Director shall comply with the provisions of the law, the provisions of the Articles of Association and the internal regulations of the Company regarding conflicts of interest, incompatibilities, including the integrity criteria provided by the Code of Ethics of the Company, as well as the non-competition obligations.

10.2 The Director has the obligation to comply with the confidentiality of any financial, technical and/or commercial information qualified as confidential or privileged according to the legal rules or the contractual obligations assumed by the Company.

Article 11. Director remuneration

11.1 The Director, in his capacity as a member of the Board, benefits from an indemnity established by the GMS in accordance with the provisions of Government Emergency Ordinance no. 109/2011, Article 37(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.

11.2 The fixed remuneration due to the Director during the term of office as member of the Board of Directors is in the gross monthly amount of RON ....

11.3 The fixed allowance is paid monthly, on ....

12. Non-payment/Return of the Variable Component of Remuneration

12.1 Should payment of the variable component of the remuneration of the director who also acts as executive director become excessively burdensome due to exceptional circumstances the extent of which was not and could not have been foreseen by the parties at the time of conclusion of the mandate contract, the State-owned enterprise shall be entitled to request a reasonable and equitable adjustment of the mandate contract. Unless the parties agree on such adaptation of the contract, the State-owned enterprise shall be entitled to refer this matter to a court of law under the provisions of Article 1271 of Law no. 287/2009 on the Civil Code, republished, as subsequently amended and supplemented;

12.2 The mandate contract shall also be adapted where payment of the variable component of the remuneration payable to the executive director jeopardizes the capitalization of the State-owned enterprise;

12.3 Where the variable component is granted on the basis of incomplete or incorrect data, the director shall be bound to repay any amounts unduly received, otherwise the State-owned enterprise shall be required to purse legal actions for their repayment.

Article 13. Non-Disclosure Clauses During, and After, the Exercise of the Office

13.1 The term “Confidential Information” means and includes any information concerning the business activity of the Company that is not public. Without limitation to the above, confidential information includes:

a) the contractual terms and any information concerning the Company's business partners, clients/customers, agents, employees, entrepreneurs, investors or suppliers, as well as the conditions under which the Company pursues business activities with each of these persons;

b) any national and international business, collaboration or development plans of the Company or, as the case may be, the non-public details of such plans;

c) information about the future plans of the Company, including, but not limited to plans for geographical expansion, market segments or services, any information that could be customarily included in the financial statements of the Company, including, but not limited to the sum of the assets, liabilities, net worth, income, expenses or net income of the Company, save for that information the disclosure of which is authorized according to the internal regulations of the Company;

d) any other information acquired by the Director during the exercise of their office, which could reasonably be considered to reflect vulnerabilities of the Company;

e) any information received by the Company from third parties who, in turn, are bound by confidentiality and inform the Company of this duty;

f) any information derived from all of the above;

g) any copies of all the information above, save for when these copies are requested by a court of law or another public authority, under the terms of the law.

13.2 Use and disclosure of Confidential Information

13.2.1 The Director acknowledges that they acquired and/or shall acquire Confidential Information in the course of, or in connection with, the exercise of their office in the Company, as well as that the use regardless of the purpose of such Confidential Information, by themselves or by other persons, would seriously harm the Company, including by violating the Company's legal obligations. Therefore, the Director accepts that, either directly or indirectly, at any time, during the Mandate Contract concluded with the Company or at any time after its end for whatever reasons and whenever this Contract might come to an end, they shall not use or cause to be used, for a period of 5 years after the end of the Contract for whatever reasons, any Confidential Information in connection with any activities or businesses, save for the public business activities of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any natural person, company, association, Group or any other entity, save for when this disclosure has been specifically authorized in writing by the Company, or when this is required by any applicable law, or is ordered under a judgment of a competent court or arbitration tribunal, or by any public authority that is empowered under the law to receive such information;

13.2.2 Additionally, the Director hereby undertakes to give prompt notice to the Company of any act of a court of law or arbitration tribunal, or of another public authority which has the nature of those indicated at the previous paragraph, so that the Company can adopt, under the terms of the law, protective measures or other appropriate solution, and shall continue to provide any assistance that the Company may reasonably request to secure such measures or solutions, if the protective measures mentioned in the previous paragraph are not sufficient, the Director shall only provide that section of the Confidential Information that is legally required by the public authority in question 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 about third parties

13.3.1 The Director understands that the Company sometimes receives information from third parties, which the Company must keep confidential and use only for limited purposes (“Third Party Information”);

13.3.2 The Director accepts that, directly or indirectly, at any time, during the contract concluded with the Company or at any time after its termination, and regardless of when and for what reason this Contract comes to an end, they shall not use, or cause to be used, any Third Party Information in connection with any activities or businesses, save for when this disclosure has been specifically authorized under an agreement concluded between the Company and that third party, or when this is required by any applicable law, or under a judgment of a competent court or arbitration tribunal, or by any public authority that is empowered under the law to receive such information;

Additionally, the Director hereby undertakes to give prompt notice to the Company of any act of a court of law or arbitration tribunal, or of another public authority which has the nature of those indicated at the previous paragraph, so that the Company can adopt, under the terms of the law, protective measures or other appropriate solution. When these protection measures do not suffice, the Director shall provide only that part of the Third Party Information that is legally required.

13.4 Protection of trade secrets

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

13.5 Length in time of the duties of non-disclosure

The non-disclosure obligations incumbent on the Director under this contract, remain applicable after its termination for any reason and will take effect for a period of 5 years.

Article 14. Appraisal of Directors

14.1 The execution of this mandate contract is subject to evaluation in accordance with the law according to the following types of evaluations:

- **a)** assessment of the board's own performance;
- **b)** appraisal of the director’s activity, which is carried out by the general meeting of shareholders or by the supervisory public authority;
- **c)** monitoring and assessment of the degree of attainment of the key performance indicators included in the mandate contracts, and submission of this information to the Agency Monitoring and Assessing Performance of State-Owned Enterprises (AMEPIP);
- **d)** The activity of directors shall be reviewed on an annual basis by the general meeting of shareholders, with the support of experts in such appraisals, as the case may be. The review covers performance of both the mandate contract and the administration plan.

Article 15. Participation in the specialized advisory committees set up under the board according to the law, as well as in other committees, depending on the particulars of the State-owned enterprise

15.1 The Nomination and Remuneration Committee, the Risk Management Committee and the Audit Committee are established within the Board of Directors. The Articles of Association may also provide for the possibility of setting up other advisory committees;

15.2 Within 10 calendar days as of the date of appointment, the Board must set up the committees specified in clause 15.1 above.

Article 16. Clauses on the Director’s Independence

16.1 With reference to the provisions of Article 138^2(2) of Law no. 31/1990, the Director hereby declares on the date of signing this contract that, according to the legal provisions, he **is/is not** *an independent director*.

16.2 In the event of a modification, during the term of office, of the Articles of Association declared in accordance with clause 16.1 above, the Director shall give notice to the Company within 3 calendar days of the modification.

Article 17. Force Majeure and Acts of God

17.1 The parties undertake to inform each other in writing, within a maximum of 5 (five) days as of the occurrence of any force majeure or act of God, as defined by Law no. 287/2009 on the Civil Code, republished, as subsequently amended and supplemented, and, in general, to inform each other in due time about any impediments likely to lead to difficulties in the realization of the object of this contract.

17.2 If the party invoking force majeure or Act of God event has not complied with the notification obligation or the time limit provided for in 17.1, then the party shall not be released from liability.

17.3 In case of force majeure or Act of God, the parties shall employ joint efforts to mitigate any potential damages that would result from occurrence of such a cause.

Article 18. Settlement of Disputes

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

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

Article 19. Other clauses

19.1 The Director agrees to the processing by the Company, where applicable, of personal data provided by the Director and/or obtained from third parties, including, but not limited to, personal number and other personal identification data, for the purpose of the performance of legal relations directly or indirectly related to this contract between the Company and third parties, as well as for statistical or marketing purposes. The Director hereby declares that he/she has been informed about the provisions of Law no. 190/2018 on the measures implementing the EU Regulation 2016/679 and the other regulatory acts in force concerning 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 intervention on data and the right to opposition. The Director hereby declares that, at the conclusion of the processing operations, he/she agrees that his/her personal data may be subject to further processing by the Company, shareholders and, where applicable, other public authorities. The Director hereby 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 written request addressed to the Company;

19.2 The Director 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, will be considered validly fulfilled if they are sent to the latter party by registered mail or fax / email, with acknowledgment of receipt to the addresses provided in Article 1 of this contract or to those addresses that will be declared subsequently by either party;

19.3.2 In case one party changes its correspondence details mentioned in Article 1 of this contract, this one will be obliged to notify the other party, within 5 (five) working days at the latest, of the new details. The omission of communication does not engage the liability of the party using the coordinates mentioned in the contract or the last notified, and the notifications made at those coordinates are valid;

19.4 The professional liability insurance policy covering also the risks related to the execution of the Director's mandate will be contracted and paid by the Company in accordance with the public procurement legislation. The insured amount is set by the

Supervisory Public Authority and the policy conditions will be set by the Company.

19.5 This Contract is not an employment agreement and is not governed by the labour legislation.

19.6 When 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 agree to renegotiate in good faith any clause that has become legally ineffective, and then add the clause thus renegotiated to the provisions of this Contract.

19.7 When, at any time during performance of this Contract, one of the parties does not expressly insist on enforcing a certain provision of the Contract, this shall not be deemed as a waiver by that party of such provisions, or that they have waived to enforce these provisions.

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

19.9 The Director hereby declares that he/she has become aware, prior to his/her appointment by the GMS and acceptance of the mandate, of the clauses of this contract and of the Articles of Association, understands their terms and accepts them in full.

19.10 The Director hereby declares that he/she was aware prior to the appointment by the GMS and the acceptance of the mandate of the specific obligations provided for him/her by the specific legal framework applicable to the Company, accepts, understands and firmly undertakes to respect the non-disclosure obligations and loyalty.

19.11 The Director hereby declares that he/she is not in any of the situations of incompatibility or competition provided by law, has full capacity to exercise the powers to enter into this contract and to perform the obligations provided for herein and in accordance with its provisions and the applicable legal framework and fulfils the requirements provided by law and the Articles of Association for holding the position of director on the Board.

This Mandate Contract shall be adapted accordingly to the legal regulations subsequent to its conclusion and which are applicable hereto.

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

In witness thereof, we duly executed this Mandate Contract this day of ...., in 2 (two) original counterparts, and the parties further represent that they each received one copy hereof at the time of signing it.

The Company	**DIRECTOR**
By: ...., appointed,	**Mister / Madam**
Under GMS Resolution no.	....

Appendix no. 1

CONFIDENTIALITY RULES

1. Definitions

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

Without limitation to the above, confidential information includes:

a) the contractual terms and any information concerning the *Company*'s business partners, clients/customers, agents, employees, entrepreneurs, investors or suppliers, as well as the conditions under which the *Company* pursues business 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 to clients/customers, suppliers and/or business partners, existing or potential;

d) algorithms, procedures or techniques, or ideas and essential principles underlying such algorithms, procedures or techniques developed by or used by the Company or otherwise known to the *Company* (save for any algorithm, procedure or technique that belongs falls under the public domain), whether or not these algorithms, procedures or techniques are part of a computer program, including, but not limited to techniques used for:
   - identification of the potential clients/customers;
   - effective communication with existing or potential clients/customers;
   - cut down the operating costs or increasing the system's efficiency.

e) the fact that the *Company* uses, used or looked into the possibility of using any particular 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 falling under the public domain), regardless of whether such algorithms, procedures or techniques are part of a computer program or not;

f) marketing strategies developed, investigated, acquired (from a third party or otherwise), assessed, modified, tested or used by the *Company*, or any information regarding or that could reasonably lead to development of such strategies;

g) information about the future plans of the Company, including, but not limited to plans for geographical expansion, market segments or services, any information that could be customarily included in the financial statements of the Company, including, but not limited to the sum of the assets, liabilities, net worth, income, expenses or net income of the Company, save for that information the disclosure of which is authorized according to the internal regulations of the *Company*;

h) information that shall be disclosed exclusively under the terms set out at paragraph 5;

i) any other information acquired by the Director during the exercise of their office, which could reasonably be considered to reflect vulnerabilities of the *Company*, and which would help a competitor or a potential competitor of the Company to compete successfully against the *Company*;

j) any information received by the *Company* from third parties who, in turn, are bound by confidentiality and inform the *Company* of this duty;

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

l) any copies of all the information above, save for when these copies are requested by a court of law or another public authority, under the terms of the law.

2. Use and disclosure of Confidential Information

The Director acknowledges that they acquired and/or shall acquire Confidential Information in the course of, or in connection with, the exercise of their office in the *Company*, as well as that the use, for the purpose of competing against the *Company*, of this Confidential Information, by them or by other persons, would seriously endanger the ability of the *Company* to continue to pursue its business activity.

Therefore, the Director accepts that, directly or indirectly, at any time, during the Mandate Contract concluded with the *Company* or at any time after its termination, and regardless of when and for what reason this Contract comes to an end, they shall not use, or cause to be used, any Confidential Information in connection with any activities or businesses, save for the business activities of the *Company*, and shall not disclose, or caused to be disclosed, any Confidential Information to any natural person, company, association, group or any other entity, save for when this disclosure has been specifically authorized in writing by the *Company*, or when this is required by any applicable law, or is ordered under a judgment of a competent court or arbitration tribunal, or by any public authority that is empowered under the law to receive such information.

Additionally, the Director hereby undertakes to give prompt notice to the *Company* of any act of a court of law or arbitration tribunal, or of another public authority which has the nature of those indicated at the previous paragraph, so that the *Company* can adopt, under the terms of the law, protective measures or other appropriate solution, and shall continue to provide any assistance that the *Company* may reasonably request to secure such measures or solutions.

When the protection measures reference is made to at the previous paragraph do not suffice, the Director shall provide only that part of the Confidential Information that is legally required by the public authority concerned, and shall employ all reasonable and legally justified efforts to obtain a confidential treatment for any Confidential Information thus disclosed.

3. Use and disclosure of information about third parties

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

The Director accepts that, directly or indirectly, at any time, during the Mandate Contract concluded with the *Company* or at any time after its termination, and regardless of when and for what reason this Contract comes to an end, they shall not use, or cause to be used, any Third Party Information in connection with any activities or businesses, save for when this disclosure has been specifically authorized under an agreement concluded between the *Company* and that third party, or when this is required by any applicable law, or under a judgment of a competent court or arbitration tribunal, or by any public authority that is empowered under the law to receive such information.

Additionally, the Director hereby undertakes to give prompt notice to the *Company* of any act of a court of law or arbitration tribunal, or of another public authority which has the nature of those indicated at the previous paragraph, so that the *Company* can adopt, under the terms of the law, protective measures or other appropriate solution. When these protection measures do not suffice, the Director shall provide only that part of the Third Party Information that is legally required.

4. Protection of trade secrets

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

5. Disclosure of information by the Company

During performance of the Mandate Contract and on the end date this Mandate Contract, the Director shall promptly disclose and hand over to the *Company*, to the extent that such disclosure would be reasonably deemed to be in the interest of the *Company*, in writing, or in any form and manner, as reasonably requested by the *Company*, the following information ("Information to be disclosed"):

(i) all and any algorithms, procedures or techniques regarding the business activities of the *Company* or the activity of the Director in the *Company*, the essential ideas and principles that underpin such algorithms, procedures or techniques designed, original, adapted, discovered, developed, acquired (from a third person or otherwise), assessed, tested or applied by the Director in the course of their activity in the *Company*, regardless of whether such algorithms, procedures or techniques have been incorporated into a computer program or not;

(ii) all and any established marketing strategies, essential ideas and principles underlying such strategies, and any information that could reasonably lead to development of such strategies devised, original, adapted, discovered, developed, acquired (from a third person or otherwise), assessed, tested or applied by the Director in their work for the *Company*;

(iii) information about any and all products and services, ideas and essential principles underlying these products and services, designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), assessed, tested or applied by the Director during their work for the *Company* and

(iv) any other ideas or information designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), assessed, tested or applied by the Director during their work for the *Company*, if these ideas or information could reasonably be assessed as useful or valuable for the *Company*.

6. Confidential nature of the Information to be disclosed

The parties hereby agree that the Information to be disclosed, according to paragraph 5, fall, in turn, under the scope of Confidential Information, according to the definition at paragraph 1 of this Appendix, and the Director undertakes to use and keep all the Information to be disclosed under the terms of paragraph 5 in the same way as Confidential Information, observing also the provisions of paragraph 3 of this Appendix concerning the confidentiality of the Third Party Information.

As an exception to the provisions of this paragraph, the Information disclosed according to paragraph 5 shall not be considered Confidential Information, for the purposes of this Mandate Contract, insofar as it is not related to the business activity of the company and has a general applicability and can be used in any industry.

7. Length in time of the duties of non-disclosure

The non-disclosure duties resting with the Director under this Appendix, which is an integral part of the Mandate Contract, shall survive termination of this Mandate Contract, and shall continue to take effects for a period of 5 (five) years.

The Company	**DIRECTOR**
By: ...., appointed,	**Mister / Madam**
Under GMS Resolution no.	....

Appendix no. 2

NON-COMPETITION DUTIES

Non-competition

During the exercise of their mandate in the *Company*, the Director, directly or indirectly, hereby consents and undertakes as follows:

a) not to engage in activity or businesses that is competing against or is similar to any activity or business conducted by the *Company*;

b) not to assist, in any way, any person whose activities are competing against, or are otherwise detrimental to, the commercial activities of the *Company*.

The non-compete obligation produces effects within the territory of Romania, as well as in the countries where the company operates or intends to operate.

The non-compete duties resting with the Director under this Appendix, which is an integral part of the Mandate Contract, shall survive termination of this Mandate Contract, and shall continue to take effects for a period of 5 (five) years.

Non-solicitation

During the exercise of their mandate in the *Company*, the Director, directly or indirectly, with or without commission shall not:

a) cause or attempt to cause any employee, consultant, supplier, purchaser or independent contractor of the *Company* to terminate their relationship with the Company;

b) utilize, retain as a consultant or contractor, or cause the hiring or retention of any employee, engage/enter into a contractual relationship with any agent, consultant, service or product provider, purchaser or independent contractor of the *Company, so that his actions cause harm to company.*

Breach of the non-competition duties

Any breach of the duties contained in this Appendix by the Director entitles the *Company* to claim compensation from them for the damages thus caused to the *Company*.

The Company	**DIRECTOR**
By: ...., appointed,	**Mister / Madam**
Under GMS Resolution no.	....

Appendix no. 3

INTEGRITY CRITERIA

Whereas:

- the Members of the Board of Directors are obliged to declare any personal interests which may conflict with the objective exercise of their duties in the fulfilment of their mandate;
- the members of the Board of Directors are obliged to take all necessary measures to avoid situations of conflict of interest and incompatibilities;
- early identification and timely removal of the prerequisites for corruption are a priority and imperative;
- ethics refers to individual behaviour, in an organizational or non-organizational context, which can also be assessed or evaluated from the perspective of the values, principles and ethical rules of the Company;
- behaviour of integrity is behaviour that is valued or ethically evaluated as right. Integrity, as an individual value, refers to this ethical correctness that cannot be delimited from legal and professional correctness;
- behaviour 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.

A director of the company shall comply with the following integrity criteria:

1. is a competent and fair person, eager to contribute to the development of the company;
2. adheres to the values and principles of the company's Code of Ethics;
3. make decisions only in the best interests of the company (decisions are not made to gain financial or other material benefits for themselves, their family or close ones);
4. has no business or contracts with the company for which he/she works as member of the Board of Directors or with a partner company;
5. ensures that the principle of transparency is respected in his/her decisions and actions;
6. has a duty to declare any private interests that are related to the fulfilment of the specific responsibilities of the mandate and to take action to resolve any conflicts of interest that may arise in order to protect the interests of the company;
7. is accountable for his/her decisions and actions to the shareholders and is subject to any performance evaluation in the fulfilment of his/her mandate;
8. shall refrain from creating financial or other obligations towards organizations or individuals or legal entities that would influence the way in which he/she carries out the specific duties of the mandate received from the shareholders;
9. has no outstanding debts to the state budget as a natural person;
10. criminal proceedings have not been initiated against him/her, he/she has not been prosecuted or convicted for committing a crime of corruption or an act related to non-compliance with the regime of prohibitions, incompatibilities, conflict of interest or declaration of assets, embezzlement, tax evasion, acts related to the exercise of duties as administrator, or for any other acts provided by criminal law;
11. the National Integrity Agency has not issued a final finding against him/her for violation of legal obligations regarding unjustified wealth, conflict of interest or incompatibilities;
12. has not been established, by a final judgment of the courts, as a collaborator or worker of the Securitate, as a political police, according to the law, and has not promoted /

does not promote extremist ideas or actions (racism, xenophobia, anti-Semitism, etc);

13. did not obtain degrees and diplomas through plagiarism or intellectual theft proven by a final court decision;
14. is not under judicial control for any type of criminal offense, as well as under pre-trial detention or house arrest;
15. did not display abusive, aggressive or inappropriate behaviour towards colleagues;
16. is effectively involved in promoting the integrity of the company and sets his/her own example of integrity by sanctioning or appropriately managing breaches of the rules, from the most minor, significant offenses to the most serious, criminal offenses.

The Company ....
By: ...., appointed,
Under GMS Resolution no. ....

DIRECTOR
Mister / Madam
....

Appendix no. 4

APPENDIX
Financial and non-financial key performance indicators resulting from the 2023–2027 Administration Plan of *Societatea Nationala* NUCLEARELECTRICA S.A. *for the non-executive directors sitting in the Board of Directors*

Item no.	**Indicator classification**		**Name of Key Performance Indicator (KPI)**	**Review tool/formula**	**Minimum level under Order 651/2024 of AMEPIP President**		
	Type	**Category**				**2025**	**2026**
	FINANCIAL INDICATORS - 50%						
1	Financial Indicators	Investment policy	Capital expenditure rate	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 liabilities	1.00	Minimum 1	Minimum 1
3	Financial indicators	Operations	**1)** Accounts receivable turnover rate	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	Rate of return	**2)** Net profit margin	Net profit / Net turnover	25.17%	Minimum 25.17%	Minimum 25.17%
5	Financial indicators	Policy on dividends	**3)** Dividend payment rate	-	50%	According to the legal provisions in force	According to the legal provisions in force
	NON-FINANCIAL INDICATORS - 50%						
6	Non-financial indicators	Governance indicators	**4)** Financial reporting transparency	Publication of financial information in accordance with the financial timetable	Specific SNN indicator	100%	100%
7	Non-financial indicators	Governance indicators	5) Setting risk management policies	Quarterly risk management report	Yes	Achieved	Achieved
8	Non-financial indicators	Governance indicators	Number of meetings of the Board of Directors	Number of Board of Director meetings held during the year_t	4	Minimum 4	Minimum 4

Item no.	Indicator classification		Name of Key Performance Indicator (KPI)	Review tool/formula	Minimum level under Order 651/2024 of AMEPIP President		
	Type	Category				2025	2026
9	Non-financial indicators	Indicators directed towards public services	**6)** Supply of heat energy to the local community, according to the contractual terms	Efficiency of the delivered heat projection (%) = Heat output sold/Projected (estimated) heat output	Specific SNN indicator	>= 80%	>= 80%
10	Non-financial indicators	Employee indicators	Number of safety trainings	Report on employee safety training	4	Minimum 4	Minimum 4
11	Non-commercial indicators	Jobs creation	Full-time equivalent number of employees	Report on the number of full-time jobs – monitoring is done progressively	Monitoring	Monitoring	Monitoring
12	Non-financial indicators	Operations indicators	EHS - Effluents in the environment	MSv/NPP (ALARA Quarterly Report)	Specific SNN indicator	200	200

Notes:

1) Request to reduce the minimum level of the indicator from 7.56 down to 4.00, taking into account:
   (a) the projected reduction of turnover during the major investment project “Refurbishment of Unit 1 of Cernavoda NPP” (which requires shutting down the reactor for the duration of the work and, implicitly, reducing the electricity output);
   (b) the particulars of the electricity trading market, which may cause turnover and receivables not to evolve simultaneously in the same direction.
2) During the implementation period of the major investment project “Refurbishment of Unit 1 of Cernavoda NPP”, the indicator “Net Profit Margin” shall be deemed implicitly attain.
3) Request to change the minimum level of the indicator, namely, to replace the minimum level of “50%” with the wording “In accordance with the provisions of the applicable regulatory acts and the legal approvals in force”. SN Nuclearelectrica SA has always complied with the legal provisions on dividends, ranking among the top 3 State-owned enterprises contributing to the State budget through dividend payments. Since major investment-intensive have been approved (and assumed through the NIECCP and the Energy Strategy of Romania) for the period 2025-2031, we cannot commit to a 50% dividend payout ratio, and will instead comply with the applicable laws at the date on which dividends are distributed.
4) The indicator is deemed 100% attained if, for the previous reporting period, the financial information was published in accordance with the financial timetable approved and submitted to BSE. The supporting document is the Current Report published on

SNN's website in its approved and signed form, by which shareholders and investors are informed of the availability of the financial information.

5) The indicator is deemed attained if the Risk Management Report has been drawn up and approved.

6) The indicator is deemed attained if the forecast of heat delivered reaches a minimum level of 80%, which reflects SNN's commitment to ensuring a constant supply of heat to the local community.

The Company ....
By: ...., appointed,
Under GMS Resolution no. ....

DIRECTOR
Mister / Madam
....