

**RESOLUTION NO. 7/September 9, 2021****of the Ordinary General Meeting of Shareholders  
Societatea Nationala de Gaze Naturale „ROMGAZ” – S.A.**

**Registered office: Mediaș, 4 Constantin Motas square, Sibiu County, Romania,  
registered with the Trade Register Office attached to Sibiu Law Court under no.  
J32/392/2001, fiscal code RO 14056826**

The Ordinary General Meeting of Shareholders of Societatea Nationala de Gaze Naturale „ROMGAZ” – S.A joined in the meeting, at its first convening, of September 9, 2021, 1:00 pm (Romania time) at the S.N.G.N. ROMGAZ S.A. working point located in Bucharest, Sector 1, 59 Grigore Alexandrescu Street, 5<sup>th</sup> floor, issues the following:

**RESOLUTION****Article 1**

Appoints Mr./Mrs. [ \_ \_ \_ \_ \_ ], as S.N.G.N. ROMGAZ S.A. interim board member.

**Article 2**

Appoints Mr./Mrs. [ \_ \_ \_ \_ \_ ], as S.N.G.N. ROMGAZ S.A. interim board member.

**Article 3**

Appoints Mr./Mrs. [ \_ \_ \_ \_ \_ ], as S.N.G.N. ROMGAZ S.A. interim board member.

**Article 4**

Appoints Mr./Mrs. [ \_ \_ \_ \_ \_ ], as S.N.G.N. ROMGAZ S.A. interim board member.

**Article 5**

Appoints Mr./Mrs. [ \_ \_ \_ \_ \_ ], as S.N.G.N. ROMGAZ S.A. interim board member.

**Article 6**

Appoints Mr./Mrs. [ \_ \_ \_ \_ \_ ], as S.N.G.N. ROMGAZ S.A. interim board member.

**Article 7**

Appoints Mr./Mrs. [ \_ \_ \_ \_ \_ ], as S.N.G.N. ROMGAZ S.A. interim board member.

**Article 8**

Approves the term of mandate of interim board members appointed in compliance with art. 1-7, of 4 (four) months starting with September 13, 2021 and ending on January 13, 2022.

**Article 9**

Establishes the fixed gross monthly remuneration of non-executive interim board members, equal two times the average over the past 12 months of the gross average monthly salary, for the activity performed according to the main business scope registered by the company, at class level according to the activity classification in the national economy, communicated by the National Statistics Institute prior to the appointment

**Article 10**

Approves the template of the mandate contract to be concluded with interim board members, according to the annex.

**Article 11**

Authorises the Ministry of Energy representative in the Ordinary General Meeting of Shareholders to sign for and on behalf of SNGN ROMGAZ SA the contracts of mandate.

**Article 12**

Authorises the Chairperson and the Secretary of the meeting to sign the resolution of the Ordinary General Meeting of Shareholders.

This document was drafted on September 9, 2021, in 4 (four) copies.

**CHAIRMAN OF THE MEETING**

**SECRETARY OF THE MEETING**

**ANNEX**

**DIRECTOR AGREEMENT NO. \_\_\_\_\_**

**WHEREAS:**

- Law No. 31/1990, Company Law, republished, as amended and supplemented, hereinafter referred to as **Law No. 31/1990**
- Government Emergency Ordinance No. 109/2011 on public companies corporate governance as amended and supplemented by Law No.111/2016, hereinafter referred to as **GEO No. 109/2011**
- Government Decision No. 722/2016 on approving the Enforcement Guidelines of certain provisions of Government Emergency Ordinance No. 109/2011 on corporate governance of public enterprises, hereinafter referred to as **G.D. No. 722/2016**
- Government Decision No. 26/2013 on strengthening financial discipline at the level of economic operators in which the state or administrative-territorial units are sole or majority shareholders or directly or indirectly hold a majority stake, as amended and supplemented
- The provisions of Article 1913 and the following, as well as Article 2009 and the following of Law No. 287/2009 on the Civil Law, as amended and supplemented

**and whereas:**

Resolution of the Ordinary General Meeting of Shareholders No. .... of ..... appointing Mr./Mrs. .... as member of the Board of Directors, who has expressly accepted such appointment, and who will exercise, together with the other members of the Board of Directors its duties, provided by GEO No. 109/2011 on public companies corporate governance, as amended and supplemented;

Pursuant to the provisions of Article 142 of the Company Law No. 31/1990, republished, as amended and supplemented, the Board of Directors is responsible for the performance of all acts necessary and useful for the fulfilment of the company's object of activity, except those reserved by law for the General Meeting of Shareholders;

The form of the Director Agreement, including the fixed gross allowance due to the directors, was approved by Resolution No. .... of..... of the Ordinary General Meeting of Shareholders in accordance with the Government Decision No. 722/2016 on approving the Enforcement Guidelines of certain provisions of Government Emergency Ordinance No. 109/2011 on corporate governance of public enterprises, as amended and supplemented and with Law No. 31/1990, Company Law, republished, as amended and supplemented;

The General Meeting of Shareholders of .....S.A. from ..... decided that this Director Agreement shall be signed by the shareholders/representative, Mr./Mrs. ....

## Article 1 Contracting Parties

(1) ..... S.A., having its headquarters at ....., tel./fax. .... / ....., e-mail: ....., registered with the Trade Register Office of ..... under number J....., Unique Registration Code....., by the General Meeting of Shareholders represented by Mr./Mrs. ...., appointed based on the G.M.S. Resolution No. .... / ....., acting as **principal („The Company”)**

and

(2) Mr./Mrs. .... Romanian citizen, born on ....., domiciled in, ..... Street..... No. ...., the county of ....., identified with IC, series .... No. .... issued by ..... on ....., personal identification number ....., tel./fax. .... / ....., e-mail: ....., acting as director, hereinafter referred to as **Director/Agent**, hereby agreed to conclude this Director Agreement, binding on its terms and conditions.

In this Director Agreement, the terms listed below will have the following meaning:

- a) **Applicable legal framework** - all Romanian legal provisions included in the Company Law No. 31/1990, the Civil Law, G.E.O. No. 109/2011, G.D. No. 722/2016, G.O. No. 26/2013, the Fiscal Law, laws applicable to the capital market, as well as in any normative act applicable to this contract;
- b) **Conflict of interest** - any defined/definable situation or circumstance relative to the applicable legal framework and to the *Company* Rules of Organisation and Operation (*Company* ROO), Board of Directors Rules of Organisation and Operation (BoD ROO) where the direct or indirect personal interest of the Director interferes with the *Company* interest, in a way that affects or could affect the independence or fairness of Director's business decisions or timely and objective fulfilment of his duties during the performance of his mandate for the *Company*;
- c) **Contract** - means both this Director Agreement and any other designation resulting from the statutory provisions (e.g., Governing Contract) or the provisions of the applicable Legal Framework (Management Contract, Governing Contract);
- d) **Significant Event** - means a situation, a modification within the Company, which could attract the public interest, in a negative or positive sense, and which could be seen by the press and the public in a critical manner and for which a point of view from shareholders could also be sought. Within the meaning of this contract, Significant Events are considered, but without limitation:
  - (i) change of the Chief Executive Officer (either by resignation from mandate, or by revocation by the Board of Directors or any other causes);
  - (ii) resignation from mandate of any member of the Board of Directors from the date of acknowledgement;
  - (iii) fraudulent acts committed by members of the Board, the CEO, managers, who have been established by the internal auditor, internal control or a public authority;
  - (iv) criminal complaint against the members of the Board, the CEO, the managers;
  - (v) restructuring decisions affecting more than 20 % of the company's activity (turnover, personnel structure, etc.),

- (vi) acquisitions or sales of goods (other than those which, according to the law, are made only with the approval of the General Meeting of Shareholders) with an individual impact exceeding 5 % of the Company's turnover in the last annual financial statement approved by the General Meeting of Shareholders,
  - (vii) work or environment accidents reported to the public authorities;
  - (viii) litigious claims by other companies or public authorities against the company with an individual impact exceeding 5 % of the Company's turnover in the last annual financial statements approved by the General Meeting of Shareholders.
- e) **Permanent inability to exercise mandate/ legal impediment** - any circumstance which makes the Director unavailable for 30 consecutive calendar days, and thus the inability to fulfil his/her duties, either personally or by representative, such as legal restriction pending trials or arrest of the Director, his/her medical situation, incompatibility, cancelation of the *Company's* GMS Resolution appointing the director etc.
- f) **Remuneration** - includes a fixed gross allowance established by Resolution of the General Meeting of Shareholders, pursuant to the conditions of this Director Agreement.

## Article 2 Scope of the Agreement

- 2.1 Under this Agreement, the Director undertakes to manage the company in exchange for a Remuneration in accordance with the provisions of the applicable statutory and legal framework.
- 2.2 For the purpose of this Agreement, the Director shall perform all necessary acts to manage the company in its own interest and to fulfil the company's object of activity and shall exercise the powers established for him/her by the applicable Legal Framework, the Articles of Incorporation and the Agreement.

## Article 3 The Term of the Director Agreement

The Director Agreement is valid from ..... to ....., included, in accordance to GMS Resolution No. .... / .....

## Article 4 Director's Rights, Obligations and Statements

- 4.1 The **Director's Rights** are mainly the following, but without limitation:
- 4.1.1. the right to a monthly fixed allowance established by GMS Resolution No. .... / ....., in accordance with the provisions of the applicable Legal Framework;
  - 4.1.2. the right to the settlement of expenditures relating to the execution of the mandate, on the basis of supporting documents, but without limitation: accommodation, allowance per-diem, transportation, as well as the use of inventory objects/fixed assets necessary for the development of the development of the activity, including the expenses in the Income and Expenditures Budget;
  - 4.1.3. he/she may benefit of an insurance policy of type "directors & officers liabilities" at the expenses of the Company;
  - 4.1.4. he/she may have access to any information regarding the Company, respecting the confidentiality obligation and legal provisions regulating the access to classified information;
- 4.2 The **Director's Obligations**, undertaken together with the other members of the Board of Directors, are related to the responsibilities determined by the Board of Directors in the Articles of Incorporation, by the applicable Legal Framework and the following, but without limitation:

- 4.2.1. to participate in and to cast his/her vote within any and all of the meetings of the Board of Directors;
- 4.2.2. to participate in the consultative committees established within the Board of Directors, in accordance with the applicable Legal Framework;
- 4.2.3. to assign the *Company's* management to one or more managers, appointing one of them as Chief Executive Officer, to establish their remuneration and within the limitation established by GSM, subject to the recommendation made by the Nomination and Remuneration Committee and revoke the managers, under Law No. 31/1990;
- 4.2.4. to approve the limit of the insurance policy of type "directors & officers liabilities";
- 4.2.5. to evaluate the activity of the Chief Executive Officer, including with respect to the performance of the concluded mandate contract;
- 4.2.6. to verify the functioning of the Internal Management Control System;
- 4.2.7. to approve conclusion of any contracts, within the scope of the Articles of Incorporation, by GSM Resolutions, as well as by the applicable Legal Framework;
- 4.2.8. to convene/or to approve, as the case may be, the convening of the general meeting of shareholders, in accordance with the statutory provisions and the applicable Legal Framework, to organize the general meetings of shareholders, to participate in the meetings and to implement the GSM resolutions, to notify all shareholders on all acts or events that could have a significant impact on *Company's* position;
- 4.2.9. to make recommendations on the allocation of profits;
- 4.2.10. to endorse the Draft of the Income and Expenditure Budget of the Company;
- 4.2.11. to submit to the Company's GSM, within a legal term, all the reports provided in the applicable Legal Framework;
- 4.2.12. to verify the compliance with the Law, the Articles of Incorporation and the Resolutions of the General Meeting of the company's management;
- 4.2.13. to exercise his/her mandate with loyalty, prudence and diligence by a good director in the sole interest of the company;
- 4.2.14. to take all necessary measures to protect the company's assets;
- 4.2.15. to avoid and to inform the Board of Directors and the Shareholders, in writing, of any Conflicts of Interest and with the Company and to hold part from taking part in the deliberations or decision making and to vote on matters in respect of which they have a conflict of interest;
- 4.2.16. to inform the shareholders within maximum 24 hours from the occurrence of any Significant Event;
- 4.2.17. to fairly protect the prestige of the Company and its bodies, and to refrain from any act or fact which may cause harm to their image or legal interests;
- 4.2.18. he/she shall not express publicly any distrust appreciation in connection with the Company's activities, policies and strategies, or with draft regulations or acts of an individual nature;
- 4.2.19. he/she shall not make unauthorized judgments in connection with disputes under resolution and in which the Company has the status on the side;
- 4.2.20. he/she shall not provide assistance and advice to natural or legal persons with a view to promoting legal or other actions against the company;
- 4.2.21. in his/her relationship with the Company, the directors, the shareholders and the employees and to other members of the Board of Directors, the Director shall undertake to behave on the basis of respect, good faith, fairness and courtesy and to be without prejudice to their honour/reputation/dignity and to the natural and legal persons with whom they are linked in the exercise of

- their mandate, by using offensive expressions, making callous complaints or complaints, or disclosing aspects of privacy;
- 4.2.22. to ensure equal opportunities and treatment for employees of the Company and directors, and not to favour or disadvantage access to or promotion in the Company on grounds of discrimination, family, affinity or other criteria which are not in conformity with the applicable legal framework;
  - 4.2.23. to sign the minutes of meetings of the Board in which he/she participates personally or as an Agent, drawn up by the secretariat of the Board of Directors;
  - 4.2.24. to make available to the Company, in the form and within the time limits specified by it, the documents and information required by the Company for the performance of the various legal or statutory obligations relating to the Director;
  - 4.2.25. Comply with the obligations imposed in accordance with Annexes 1-5 to this Agreement, under the sanction of revocation of provisional administrator;

**Representations of the Board Member.** The Board Members states that:

- a. He/she acknowledged the Articles of Incorporation;
- b. Complies with the integrity criteria, as stated in **Annex 1** to this Contract, as of the appointment date and for the entire mandate term;
- c. Complies with confidentiality rules, according to **Annex 2** to this Contract;
- d. Complies with the non-compete obligations, according to **Annex 3** to this Contract;
- e. He/she does not fall under any of the incompatibility situations or conflict of interest, stipulated by the applicable laws, according to Annex 4 to this Contract. The Board Member commits him/herself to comply with all legal provisions related to incompatibilities and conflict of interests, during his/her mandate term;
- f. Complies with the provisions of art.33 of GEO no.109/2011 on corporate governance of public companies, related to the number of mandates as board member and/or member in the company's supervisory board in public companies having their headquarters in Romania, according to **Annex 5** to this Contract;
- g. Has full capacity to sign this Contract and to fulfil the obligations provided herein in compliance with its provisions;
- h. Fulfils the requirements provided in the applicable laws and the articles of incorporation for holding the position as board member in the Company's Board of Directors;
- i. the Board Member agrees, as the case may be, with processing of his/her personal data provided by and/or obtained from third parties, including, without limitation to his/her personal number code and other personal identification data, for carrying out legal processes related directly or indirectly with this Contract or any other contracts between the Company and third parties, as well as for statistics or marketing. This agreement is given also with respect to the potential transfer abroad of the board member's personal data. By giving this agreement, the Board Member declares that he/she was informed on the provisions of the law related to protection or persons when it comes to processing personal data and the free circulation of such data, especially with respect to the right to access data, the right to intervene on the data and the right to object. The Board Member states that after conclusion of the data processing operations, he/she agrees that his/her data to be subsequently processed by the Company, shareholders, if the case may be, other public authorities. The Board Member states that he/she has been informed on the right to withdraw at any time his/her consent on processing personal data, their use for statistics or marketing, their transfer abroad as well as related to receiving commercial notifications, by sending a written application to the Company.

## **Article 5 Company's Rights and Obligations**

**5.1 Company's Rights** are mainly the following, but without limitation to:

5.1.1 to evaluate quarterly, at half-year, annually or whenever necessary the activity of the board members by means of the General Meeting of Shareholders;

5.1.2 to request in writing any kind of information on the activity of board members and to receive a written answer as soon as possible;

**5.2 Company's Obligations** are mainly the following, but without limitation to:

5.2.1 to pay the remuneration provided in this Contract and in the applicable laws, including to withhold and to pay for and on behalf of the board member the income tax and any other mandatory contributions, fiscal or of any kind, that devolve on the Board Member;

5.2.2 to provide full freedom and the related conditions for the Board Member to fulfil the mandate/duties/obligations, by complying with statutory provisions and applicable laws.

## **Article 6 Remuneration**

6.1 The Board Member benefits of a remuneration composed of a monthly fixed gross allowance in amount of .....

6.2 Remuneration shall be paid once a month, regardless of the number of meetings held in that month. Payment shall be made in the following month, on the date salaries are paid for the company's employees, pro rata with the actual mandate term in that month.

## **Article 7 Parties Liability**

7.1 Non-fulfilment and/or unduly fulfilment of obligations undertaken by any of the signatory parties to this Contract implies liability of the defaulting party.

7.2 The Board Member is liable for the culpable breach of legal provisions, of the Contract provisions, of the provisions included in the resolutions adopted by the General Meeting of Shareholders and the provisions of the Articles of Incorporation, these may cause his/her revocation.

## **Article 8 Force Majeure and Fortuitous Event**

8.1 The parties commit themselves to mutually notify in writing, within the most 5 (five) days from the occurrence of a force majeure or of a fortuitous event, and in general, to inform each other in time on the potential events that might hinder performance of this Contract.

8.2 If the party invoking force majeure or the fortuitous event, did not comply with the obligation to notify, namely with the term provided at 8.1, then the party shall not be held harmless.

8.3 In case of a force majeure event or of a fortuitous event, the parties shall mutually make all efforts to reduce the potential damages that might result from the occurrence of such an event.

## **Article 9 Contract Termination**

9.1 This Contract terminates by:

a) The board member waives the mandate from non-imputable causes, the Agent sends a notification 10 days prior to the date the termination enters into force, the Principal can waive this term;

b) the Company revokes the Board Member without a prior notification and without owing any damages, taking into account that the mandate is a temporary one.

c) expiration of the mandate term;



- d) lawfully, due to other causes provided in the applicable laws;
- e) withdrawal/not being granted the authorisation from the National Registry Office for Classified Information (ORNISS);
- f) consensus of the parties.

**9.2** If the Board Member is permanently unable to exercise the mandate/legal impediment, termination will enter into force after the date following 30 consecutive days of incapacity. In this respect, the Agent has to notify the Company as soon as possible on his/her physical incapacity/impossibility and to attach substantiating proof.

**Article 10 Law and applicable jurisdiction**

- 10.1** This Director Agreement is governed by and construed in accordance with the provisions of the Romanian law.
- 10.2** Any litigation occurring between the parties in connection with signing, concluding, terminating or construing this Agreement and which cannot be amicably settled shall be referred to the competent Romanian courts of law.

**Article 11 Final provisions**

- 11.1** This Director Agreement may be amended only by written consent of the signing parties, expressed through an addendum.
- 11.2** This Director Agreement is not a labour contract and it is not governed by labour legislation.
- 11.3** If certain clauses of this Director Agreement become legally ineffective, the validity of the other Agreement provisions will not be affected. In such instances, the parties agree to renegotiate with good faith any legally ineffective clause, adding the renegotiated clause to the provisions of this Director Agreement by means of an addendum hereto.
- 11.4** This Agreement constitutes the entire agreement between the parties and supersedes any previous, written or verbal, agreements between the parties related to the scope of this agreement.
- 11.5** Annexes 1, 2, 3, 4 and 5 are an integral part of this Agreement.

In witness whereof, we signed today \_\_\_\_\_, this Director Agreement in 2 (two) original copies and hereby the parties declare that each of them received upon signing a copy of this Agreement.

The Company ..... S.A.

Director

BY:

\_\_\_\_\_

MR. /Mrs. \_\_\_\_\_

Mandated by Resolution No.....of the General Meeting of Shareholders

## Annex 1

### INTEGRITY RULES

Taking into account the following:

The Director must declare any personal interests that may contradict to the objective performance of his/her duties when fulfilling the mandate;

The Director must take any necessary measures to avoid the situations of conflict of interest and incompatibility;

Early identification and due time removal of the premises related to corruption acts occurrence are a priority and imperative.

Ethics refers to the individual behaviour, in the organizational context or outside, which may be appreciated and evaluated from the point of view of the company's values, principles and ethical rules;

An integral behaviour means that behaviour appreciated and evaluated as being correct from an ethical point of view. Integrity, as an individual value, refers to this ethical correctness that may be separated by legal and professional correctness.

A behaviour without integrity is a form of undermining the company's mission leading to a toxic organizational climate for both employees and third parties and affecting the legitimate interests of all those involved, including public interest.

The Company's Director assumes the following integrity rules:

1. He/she is a competent, correct person wishing to contribute to the company's development;
2. He/she accedes to the company's ethical code values and principles;
3. He/she takes decisions only for the company's interest (the decisions are not taken to obtain financial benefits or other material, social advantages or of other nature for themselves, family or their relatives);
4. He/she does not have business relationship or contract relationship with the company where he/she acts as director or with a partner company.
5. He/she Ensures the compliance of the transparency principle as regards his/her decisions and actions;
6. He/she has the duty to declare any particular interests related to the fulfilment of the mandate's responsibilities and to act in order to solve any conflict of interest that may occur, to protect the company's interest;
7. He/she is responsible for the decisions and actions against the shareholders and is subject to any evaluation of performance when fulfilling the mandate;
8. Must not create financial obligation or of any other nature against organizations or natural or legal persons which might influence the manner of fulfilling the duties specific to the mandate received from the shareholders;
9. He/she does not record outstanding payments to the state budget as natural person;
10. He/she was not dismissed from a public position or his/her labour individual contract was not terminated due to imputable reasons in the last 3 years, in accordance with the legal provisions in force;

11. No criminal prosecution has started, he/she was not sent to trial or convicted for any corruption deed or any deed connected to noncompliance of regime of prohibitions, incompatibilities, conflict of interest or declaration of assets, misappropriation of funds, tax evasion or deeds in connection to the fulfilment of director's duties, or any other deed provided by the Criminal Law;
12. No final act of infringement referring to the breach of legal obligation on unjustified wealth, conflict of interest or incompatibility regime was disposed against him/her by the National Agency of Integrity.
13. By a final Court Resolution, it was settled that he/she was not a collaborator or employee of the Security, as political police, in accordance with the Law, and that he/she did not spread extremist ideas and actions (racism, xenophobia, Anti-Semitism etc.);
14. He/she has not obtained titles and diplomas through plagiarism or intellectual theft proven by a final settlement of the Court.
15. He/she is not under judicial control for any kind of criminal offences or in provisional detention or house arrest;
16. He/she has no offensive, aggressive and inappropriate behaviour in front of the colleagues.
17. He/she involves in promoting the company's integrity and offers his/her example of integrity sanctioning and managing in a proper manner the violation of rules, from the insignificant ones, of administrative infringements type, to the serious ones, of criminal offences type.

**Interim Director**

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## Annex 2

### CONFIDENTIALITY RULES

#### 1. Definition

The term “**Confidential Information**” means and includes any information related to the economic activity of the *Company* that is not public, according to (i) the law, (ii) the resolutions of the General Meeting of Shareholders, (iii) the resolutions of the Board of Directors and (iv) the *Company*’s in-house rules.

Without limitation to the above mentioned, confidential information includes:

- a) Contractual terms and any information on the *Company*’s business partners, clients, agents, employees, entrepreneurs, investors or suppliers, and the conditions under which the *Company* develops economic activities with each of these persons;
- b) Computer programs (including source code and object code) or the software developed, modified or used by the *Company*;
- c) Information of any kind compiled by the *Company*, including, without limitation, information related to products and services, advertising and marketing, as well as information compiled by existing or potential clients, suppliers and/or business partners;
- d) Algorithms, procedures or techniques, or essential ideas and principles that lie at the basis of such algorithms, procedures or techniques developed or used by the *Company* or familiar in any other manner to the *Company* (except any public algorithm, procedure or technique) irrespective whether these algorithms, procedures, techniques are part of a computer program or not, including, without limitation, the techniques for:
  - Identifying possible clients;
  - Actual communication with existing or potential clients;
  - Reduction of operation costs or increasing system efficiency
- e) The fact that the *Company* uses, used or evaluated as possibility to use any specific data base, data source, algorithms, procedures or techniques or ideas, developed or supplied by a person, other than the *Company* (including any public algorithm, procedure or technique), regardless if such algorithms, procedures or techniques are part of a computer program or not;
- f) The marketing strategies, developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or used by the *Company*, or any other information on or that might reasonably lead to the development of such strategies;
- g) Information related to the *Company*’s future plans, including, without limitation, plans to extend in geographical areas, market segments or services, any information that might usually be included in the financial statements of the *Company*, including without limitation, the *Company*’s assets, liabilities, net value, income, expenses or the net income, except those information allowed for disclosure by the *Company*’s in-house rules;
- h) Information that will be disclosed exclusively under the conditions provided at point 5;
- i) Any other information acquired by the Director during his/her mandate, which could be reasonably appreciated as reflecting vulnerabilities of the *Company*, and that might help a competitor or a potential competitor of the *Company* to successfully compete against the *Company*;
- j) Any information received by the *Company* from third parties who are bound by confidentiality obligation and inform the *Company* on this matter;

- k) Any information derived from the above mentioned, and
- l) Any copies of all the information mentioned above, except when such copies are requested by a court of law or by any other public authority, according to the law.

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

The Director acknowledges that he/she has acquired and/or will acquire Confidential Information during or in relation to his mandate with the *Company*, and that the use, by himself/herself or by other persons, of such Confidential Information in order to compete with the *Company* would severely compromise the capacity of the *Company* to continue its economic activity.

Therefore, the Director agrees that, directly or indirectly, at any moment during the term of the Director Agreement concluded with the *Company* or at any time after its termination and regardless of the reasons that lead to its termination, he/she will not use or cause the use of any Confidential Information related to any activities or business, except the economic activities of the *Company* and will not disclose or cause the disclosure of any Confidential Information to any natural person, company, organisation, group or any other entity, except the case when this disclosure was specifically authorised in writing by the *Company*, or except the case when it is requested by any applicable law, or disposed by a competent court order or arbitration decision or by any public authority that is qualified by law to receive such information.

Additionally, the Director is obliged to promptly notify the *Company* with respect to any instrument of a court of law or arbitration court, or of another public authority, of the same kind as those mentioned above, so that the *Company* may legally adopt protection measures or another proper solution, and will continue to offer the support the *Company* may request in order to warrant such measures or solutions.

If the protection measures mentioned above are not sufficient, the Director will disclose only that part of the Confidential Information that is legally requested by the relevant public authority and will use all reasonable and legal endeavours to maintain the confidentiality of such disclosed Confidential Information.

## **3. Use and disclosure of information related to third parties**

The Director understands that sometimes the *Company* receives information from third parties that has to be classified as confidential and used only for limited purposes, (“**Information related to third parties**”).

The Director agrees that, directly or indirectly, at any moment during the term of the Director Agreement concluded with the *Company* or at any time after its termination and regardless of the reasons that determined its termination, he/she will not use or cause the use of any Information related to third parties, except for the cases when such disclosure is permitted under a written agreement concluded between the *Company* and the respective third party, except the case when such disclosure is required by any applicable law or by the order of a competent court of law or arbitration court or by any public authority that is qualified by law to receive such information.

Additionally, the Director is obliged to promptly notify the *Company* with respect to any instrument of a court of law or arbitration court, or of another public authority, of

the same kind as those mentioned above, so that the *Company* may legally adopt protection measures or another proper solution. If the protection measures mentioned above are not sufficient, the Director will disclose only that part of the Information related to third parties as legally requested.

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

No provision of this Director Agreement will involve the *Company* and shall by no means affect the *Company*'s rights to protect the trade secrets, by any legal means.

#### **5. Company's Disclosure of Information**

During the term of the Director Agreement and on the date of its termination, the Director will disclose and promptly deliver to the *Company*, as far as such disclosure would benefit the *Company*, in writing or otherwise, the following information reasonably requested by the *Company*, ("Information that will be disclosed"):

- (i) All and any algorithms, procedures or techniques related to the economic activity of the *Company* or to the activity of the Director within the *Company*, the essential ideas and principles that lie at the basis of such algorithms, procedures or techniques developed, original, adapted, discovered, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his mandate, irrespective whether such algorithms, procedures, techniques are part of a computer program or not;
- (ii) All and any marketing strategies, essential ideas and principles that lie at the basis of these strategies and any information that might reasonably lead to the development of such strategies developed, original, adapted, discovered, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his mandate with the *Company*;
- (iii) Information related to all and any products and services, essential ideas and principles that lie at the basis of these products and services, designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his mandate within the *Company* and
- (iv) Any other idea or information designed, original, adapted, discovered, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his mandate within the *Company*, if such information would be reasonably considered as useful or valuable for the *Company*.

#### **6. Confidentiality of the Information to be Disclosed**

The parties agree that the Information to be disclosed according to point 5, fall into the range of Confidential Information, in accordance with the definition stated at point 1 herein, and the Director undertakes to use and to keep all Information that will be disclosed under point 5, in the same manner as the Confidential Information, concurrently complying with the provisions of point 3 herein on the confidentiality of Information related to third parties.

Independent of the above, the Information disclosed in compliance with point 5 shall not be deemed Confidential Information as provided in this Agreement to the extent

such Information is not related to the Company's economic activity and have a general sphere of application enabling its use in any industry.

## 7. Term of Complying with Confidentiality Obligations

Confidentiality obligations of the Director under this Annex, integral part of the Director Agreement, are applicable after the termination of this Director Agreement and will be effective for an unlimited time period.

By the time of termination of the Director Agreement, no matter the cause, the Director will return and destroy any confidential documents to the Company.

The Company..... S.A.

Interim Director

By:

Mr./Mrs. \_\_\_\_\_

Mandated by Resolution no.....of the General Meeting of Shareholder

**NON-COMPETE OBLIGATIONS**

- I. During his/her mandate with the *Company*, the Director, directly or indirectly, either in his/her own name or as employee, agent, director, manager, partner, shareholder, investor or in any other capacity, agrees and undertakes not to:
  - a) Enter into any activity or business that competes or is similar to an activity or business of the *Company*;
  - b) Assist by no means, any person whose activities compete or otherwise prejudice the commercial activities of the *Company*.
  
- II. During his/her mandate within the *Company*, the Director, directly or indirectly, with or without commission, either in his/her own name or as employee, agent, consultant, director, manager, partner, shareholder, investor or in any other capacity, shall not:
  - a) Cause or try to cause any independent employee, consultant, supplier, buyer or entrepreneur of the *Company* to terminate its relationship with the *Company*;
  - b) Use, retain as consultant or entrepreneur, or cause to be employed or retained any employee, employment/rental of a contractual relationship with an independent agent, consultant, services or product supplier, buyer or entrepreneur of the *Company*, so as this action to produce

Any breach by the Director of the obligations set forth herein authorises the *Company* to request compensation for the damages caused to the *Company* and constitutes a reason to revoke him/her from the quality as director.

The Company..... S.A.

Interim Director

By:  
\_\_\_\_\_

Mr./Mrs. \_\_\_\_\_

Mandated by Resolution No.....of the General Meeting of Shareholders



**ANNEX 4**

**Declaration of Non-Conflict of Interest/ Incompatibilities**

I, the undersigned \_\_\_\_\_ domiciled in \_\_\_\_\_, Identity Card holder, series \_\_\_\_\_ No. \_\_\_\_\_, issued by \_\_\_\_\_ on the date of \_\_\_\_\_ having PIN \_\_\_\_\_, considering my appointment as Director of the Company \_\_\_\_\_ S.A.

declare on my honor, with the sanction of being revoked as Director of the Company \_\_\_\_\_ S.A., and being aware of the provisions of Article 326 of the Criminal Code on false declaration, that on this date I'm not placed in a situation of conflict of interest or incompatibilities, as defined by the Romanian legislation in force.

I furthermore declare on my honor that, during the entire period of holding the position as Director, I undertake not to be placed in situations of conflict of interest or incompatibilities, as provided by law.

Date,

\_\_\_\_\_

Signature,

\_\_\_\_\_

## ANNEX 5

### Declaration on Exercising the Functions as Director or Member of the Supervisory Boards

I, the undersigned \_\_\_\_\_ having PIN \_\_\_\_\_ domiciled in \_\_\_\_\_, Street \_\_\_\_\_ No. \_\_\_\_\_, Block of flats No. \_\_\_\_\_, Entrance No. \_\_\_\_\_ Apartment No. \_\_\_\_\_, Identity Card holder, series \_\_\_\_\_ No. \_\_\_\_\_, issued by \_\_\_\_\_ on the date of \_\_\_\_\_, mobile phone \_\_\_\_\_, e-mail \_\_\_\_\_

considering my appointment as Director of the Company \_\_\_\_\_ S.A., and being aware of the provisions of Article 326 of the Criminal Code on false declaration, I declare on my honor, that as appointed Director of the Company \_\_\_\_\_ S.A. I comply with the provisions of Article 33 of GEO No. 109/2011 on corporate governance of public enterprises, according to which: *“A natural person may concomitantly exercise three mandates, at most, as Director and/or member of the supervisory body in public companies or enterprises having their headquarters in Romania. Such provision shall apply to a natural person who is Director or member of the supervisory body, as well as to a natural person who is representing a legal person being Director or member of the supervisory body.”*

Date,

\_\_\_\_\_

Signature,

\_\_\_\_\_