

**MANDATE CONTRACT**  
concluded today \_\_\_\_\_

**WHEREAS:**

- Government Emergency Ordinance No. 109/2011 on corporate governance of public entities as amended and supplemented from time to time
- Law No. 31/1990, Company Law, republished, as amended and supplemented, hereinafter referred to as **Law No. 31/1990**
- Law no. 187/2023 on supplementation and amendment of G.O. no. 109/2011 on corporate governance of public enterprises
- Government Decision no. 639/2023 on approving Enforcement Guidelines of certain provisions of Government Emergency Ordinance No. 109/2011 on corporate governance of public enterprises
- SNGN Romgaz S.A. Articles of Incorporation
- Provisions of the Romanian Civil Code, articles 1913-1919 and of 2009,
- Romgaz OGMS Resolution no. \_\_\_\_\_ of \_\_\_\_\_ to approve the Contract between the company and its interim Directors

**and whereas:**

- Resolution of the Ordinary General Meeting of Shareholders No. .... of ..... appointing Mr./Mrs. .... as interim 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 his/her duties, provided by Law no. 31/1990, Company's Articles of Incorporation, GEO No. 109/2011;
- Law no. 31/1990 and G.O. no. 109/2011 impose to the members of the Board of Directors not to have any legal employment relationship with the Company during their mandate term;
- in the context of a legal relationship of civil law nature, it is required to establish rights and obligations in relation to the signing parties corresponding to the position of interim Board member;

the parties agree to conclude this Mandate Contract as it represents the entire will of the parties.

***II. Contracting Parties***

Article 1     **SNGN Romgaz S.A.**, an one tier governed company, having its headquarters Medias, Piata Constantin Motas, no. 4, having a work location in Bucharest, Sector 1, Grigore Alexandrescu Str. No. 59, floor 5, registered with the Trade Register Office of Sibiu County under number J32/392/2001, Unique Registration Code RO14056826, represented by Mr./Mrs. ...., acting as **principal („The**

Company”),

and

Mr./Mrs. .... Romanian citizen, born on ....., domiciled in, ..... Street..... No. ...., the county of ....., identified with IC, series .... No. .... issued by ..... on ....., personal identification number ....., acting as Director, hereinafter referred to as **Director/Agent**,

### **III. Definitions**

Art. 2 In this Mandate Contract, the terms listed below shall have the following meaning:

- a) **Articles of Incorporation** - the articles of incorporation of SNGN Romgaz S.A. (hereinafter referred to as the Company), approved by the Company’s GMS as in force on the date of this Mandate Contract or as supplemented, amended, updated by EGMS Resolution of the Company;
- b) **Applicable legal framework** - all Romanian legal provisions included in Company Law No. 31/1990, the Civil Law, G.E.O. No. 109/2011, Law no. 187/2023 on supplementing and amending G.O. no. 109/2011, the Fiscal Law and in other pieces of legislation (e.g. laws, regulations, drees and any other applicable regulatory acts issued by national, international, regional, local and any other governmental authorities), applicable to this Contract and the parties;
- c) **Conflict of interest** - any defined/definable situation or circumstance relative to the applicable legal framework, to the Company Rules of Organisation and Operation (*Company* ROO), and 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/her duties during the performance of his/her mandate for the *Company*;
- d) **Inside Information** - means a piece of specific information not released to the public referring directly or indirectly to one or more issuers or to one or more financial instruments, which, if released publicly, could have a significant impact on the price of relating financial instruments or of derivatives thereof.
- e) **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:

- (i) Contractual terms and any information on the *Company*’s business partners, clients, agents, investors or suppliers, and the conditions under which the *Company* develops economic activities with each of these persons;
- (ii) Computer programs (including source code and object code) or the software developed, modified or used by the *Company*;

- (iii) Information related to the *Company's* future plans, including, without limitation, plans to extend in geographical areas, market segments or services;
  - (iv) marketing strategies, developed, investigated, acquired (from a third party or otherwise), or used by the *Company*;
  - (v) Any other information acquired by the Director during his/her mandate, which could be reasonably appreciated as reflecting vulnerabilities of the *Company*,
- f) **Permanent inability to exercise mandate/ legal impediment** - (a) any circumstance which makes the Director unavailable for 90 consecutive calendar days, and thus the inability to fulfil his/her duties, either personally or by representative, except for the case provided by law (ii) custody on remand (iii) execution of custodial sentence, (iv) annulment of Company's OGMS Resolution whereby the Director was appointed;
  - g) **Remuneration** - includes a fixed gross allowance established by Resolution of the General Meeting of Shareholders, pursuant to the conditions of this Mandate Contract.
  - h) **Force Majeure** - means any external, unpredictable, absolutely invincible and inevitable event, which could not have been foreseen upon signing this Mandate Contract and which renders the performance of this Mandate Contract impossible; force majeure events are: wars, revolutions, fires, floodings or any other Acts of God, restrictions following an embargo, quarantine, such enumeration is not imitative, only illustrative. An event like those listed above shall not be considered a force majeure event if it causes the performance of the Contract to be highly costly, but not impossible.
  - i) **Business decision** - means any decision on taking or non-taking measures relating to the management of the Company;
  - j) **Fortuitous event** - means an event which could not have been foreseen by the Director nor prevented from happening; event assimilated to fortuitous events are change in the legal framework, the regulations and of Romanian fiscal system existing upon signing this Contract.

#### ***IV Scope of the Contract***

Art. 3. Under this Contract, the interim Director is hereby mandated to adopt together with the other Directors all measures required to manage the *Company* in accordance with the provisions of the applicable legal framework in force, and the Articles of Incorporation and the provisions of the Mandate Contract, to the extent of the Company's scope of activity and in compliance with exclusive competence provided by the applicable legislation and in compliance with recommendations contained in applicable corporate governance guides and codes.

Art. 4. For the purpose of this Contract, the interim Director shall perform all necessary acts to manage the company in its own interest and to fulfil the company's scope of activity and shall exercise the powers established for him/her by the Articles of Incorporation and the Contract.

Art.5. The main place to exercise the mandate is the company's headquarters, indicated at article 1 in the Contract or the place where he/she acts as Company's representative. The place to exercise the mandate may be changed by the Company and may be established at the address of the Company branches or in any other locations established by the Company. The Company performs the required diligence to communicate the change in place to exercise the mandate.

#### *V. The Term of Mandate Contract*

Art.6. The Mandate Contract is concluded for 5-month term starting with \_\_\_\_\_ until \_\_\_\_\_ and may be extended by GMS Resolution according to G.O. no. 109/2011, article 29<sup>1</sup> par. (2).

#### *VI Director's Obligations*

Art.7. The interim Director is obligated to exercise the following main **duties together with the other Directors in the Board**:

7.1. to establish the main development directions of the Company's scope of activity and to approve the Company's Strategy;

7.2. to establish, without any limitation, consulting committees in charge with assessments and making recommendations to the board, such as audit committee and the remuneration and nomination committee, in accordance with legal provisions in force;

7.3. to establish accounting policies and financial control system, and to approve financial planning, if applicable;

7.4. to delegate the Company's management to one or more officers, appointing one of them CEO, and to select, appoint and revoke managers and the CEO, and to establish their remuneration according to the recommendation given by the nomination and remuneration committee;

7.5 to assess on a quarterly basis the CEO's activity both in terms of compliance with the Mandate Contract and the compliance with the management component of the governance plan;

7.6. to approve the Board of Directors ROO;

7.7. to establish duties delegated to the Company's executive management, i.e. CEO and the other officers, in order to perform the Company's operations;

7.8. to approve the signing of contract for which powers were not delegated to the CEO and the other officers, to the extent provided in the Articles of Incorporation.

7.9.to draft an annual report on the Company's activity in compliance with article 56 of G.O. no 109/2011;

7.10 to convene or endorse the GMS, on a case by case basis, to participate to the general shareholder meetings and to implement GMS Resolutions, to inform all shareholders on any act or event of high significance regarding the Company's situation;

7.11 to present to the Company's GMS, on annual basis and in compliance with the legally specified time limit, the Report on the Company's activity, annual financial statements, including the company's balance and profit and loss account, to make recommendations regarding the distribution of profit and to endorse the Company's budget.

- 7.12. to establish the level of current bank loans, of short-and medium term commercial loans, and to approve the release/establishment of guarantees, compliant with the Articles of Incorporation.
- 7.13. to file for insolvency, if applicable, in accordance with the law;
- 7.14. to propose to the Company's GMS the increase of share capital when such measure is required to carry out the company's activity, to establish/dissolve new offices/secondary offices, to merge, to split up, and to establish legal persons, with or without legal personality by association with other domestic/foreign persons;
- 7.15. to exercise duties delegated by the Company's GMS according to Company Law 31/1990, as well as any other duties provided by the Legal frameworks or the Articles of Incorporation;
- 7.16. to present on half-year basis a report on the governance activity including information on performance of mandate contracts, details about operational activities, Company's financial performance and half-year accounting reports;
- 7.17. to approve the level of professional insurance for the CEO and the other officers appointed by mandate, if applicable, in compliance with the law;
- 7.18 to approve the company's investment strategy;
- 7.19 to adopt within 90 days from the appointment a Code of Ethics, which is published on the Company's website, through the care of the chairman of the board, and is revised annually, by endorsement of the internal auditor, and republished if applicable;
- 7.20 to allocate required time, knowledge and effort to carry out the duties non-executive interim Boars member;
- 7.21 to attend Board meetings, to assess/inspect required documents an information allowing active contributions to the Board's debates, and to actively participate to the annual Board of Directors' evaluation exercise;
- 7.22 to treat all shareholders equally and not to take any special obligation in front a particular shareholder regarding the Company's activity;
- 7.23 to avoid Conflicts of Interest in connection with the Company, to inform the Board of Directors immediate after such situation occurs and to abstain from participating in debates and from making decisions; the same obligation applies when the interested party is the wife/husband, relatives or in-laws up to the IV<sup>th</sup> degree inclusively of the Director.

Art. 8 The Director is also obligated to:

- 8.1 not to be legally bound to the Company through contract of employment;
- 8.2 to adopt required measures to protect the Company's patrimony;
- 8.3 not to close legal acts with the Company, except for legally excepted instances;
- 8.4 to ensure that financial information generated by the Company is correct and that financial and risk management control systems are efficient.
- 8.5 to exercise the mandate with loyalty, produce and diligence of a good Director, for the exclusive interest of the public enterprise.
- 8.6 to attend a professional training program with the minimum duration of 1 week/year with training sessions in the field of corporate governance, legal and in any other field of activity in connection with the company's activity, on the expenses of the company;
- 8.7 to thoroughly prepare the Board meetings, dedicating at least 3 business days per month to this extent, to participate to the meeting and to the specialty committees' meetings;
- 8.8 to participate in one or more of the advisory committees established at the bord's

level;

8.9 in case of appointment as chairman of the Board of Directors, the interim Director shall also have the duties relating to this position, established in the Company's Articles of Incorporation, the Board of Directors Rules of Organisation and Operation, as well as the applicable legal provisions;

**Art. 9.** The interim Director undertakes, together with the other Directors, to fulfil the governance plan and GMS resolutions.

**Art. 10.** The interim Director, together with the other Directors, shall convene the general meeting of shareholders to approve any individual transaction or series of transactions which exceed 10% of the net assets of the Company or exceeding 10% of the Company's revenue according to the latest audited financial statement, concluded with the Directors or managers, the employees, shareholders having control of the Company or with a company controlled by the shareholders, as well as with the wife/husband, relatives or in-laws up to the IV<sup>th</sup> degree inclusively of the mentioned persons.

**Art. 11.** The interim Director, together with the other Directors, shall inform the shareholders in the first general meeting of shareholders following the signing of the legal instrument, on any transaction concluded by the Company with:

- a) persons provided under Article 10 if the amount of the transaction is below 10% of the amount of the net assets of the Company or less than 10% of the Company's revenue according to the latest audited financial statement;
- b) another company or with the public supervisory body, if the transaction amounts least the equivalent in RON of EUR 100,000, regarded either individually or as series of transactions.

**Art. 12.** The interim Director, together with the other Directors, shall submit half-year and annual reports to the General Meeting of Shareholders, which include in a special sub-chapter, the legal instruments concluded in accordance with Art. 11 and Art. 12 herein, providing the following elements: the parties to the legal instrument, the date of execution and the nature of the legal instrument, description of the scope, total value of the legal instrument, reciprocal debts, established guarantees, terms and methods of payment and any other essential and material information related to such instruments, as well as any information required for establishing the effects of such legal instruments on the financial status of the Company.

## **VII. *Interim Director's Rights***

**Art. 13.** The interim Director is entitled to a gross monthly fixed allowance for performance of his/her mandate, in amount of RON \_\_\_\_\_, equal to the allowance established based on SNGN Romgaz S.A. GMS Resolution no.5 of March 14, 2023, for the other members of the Board.

**Art. 14.** Remuneration will be paid once a month, namely on the \_\_\_\_\_ of the current month, irrespective of the number of board meetings held during that month.

**Art. 15.** The Company is liable to the interim Director to:

- a) settle expenditures relating to performance of mandate based on supporting documents, in the amount applicable to the Chief Executive Officer position, including, without limitation: accommodation, allowance per-diem, transportation and other expenses related to implementation mandate, irrespective whether abroad or locally;
- b) to supply logistical support equipment (telephone, tablet, laptop, car) required to perform more efficiently his/her duties and liabilities in a proper and safe way; if supplied, the Director is obligated to use these equipment according to the requirements provided by the Company.

**Art. 16.** The Director shall benefit of an insurance policy of type “Directors & officers liabilities”. The *Company* shall support and pay the costs of the related insurance premiums.

**Art. 17.** The interim Director may benefit, together with the other Directors, under the law, of specialty assistance for substantiation/motivation of decisions made within the Board of Directors, as well as of legal assistance in case of making claims by a third party and against the Director in relation to fulfilment of duties in compliance with Mandate Contract, the Articles of Incorporation, Rules of Organization and Operation or Legal Framework.

#### ***VIII. Company Rights***

**Art. 18.** Company is entitled to require the Director to perform his/her mandate in the exclusive interest of the Company and to hold him/her liable for the implementation.

#### ***IX. Company Liabilities***

**Art. 19.** Company undertakes to pay in due time all monies due to the interim Director under this Mandate Contract, including to withhold and to pay on his/her account and behalf in due time the income tax and all mandatory, tax-related or other kind of contributions, which are under Director’s responsibility.

**Art. 20.** The Company undertakes to secure Director’s full freedom in fulfilment of his/her mandate/assignments/liabilities, under the limits provided by the Articles of Incorporation, this Mandate Contract and the applicable legal framework, as provided by Article 3, 4, 7 and 8 of this Mandate Contract.

#### ***X. Parties Liabilities***

**Art. 21.** Non-fulfilment and/or inappropriate performance of obligations undertaken by any party to this Mandate Contract shall result in contractual and civil liability of the party in default, under the law.

**Art. 22.** The Party who caused termination of this Mandate Contract as provided by

article 21 is liable to the other party for all damages arising out of Mandate Contract termination.

**Art. 23.** The interim Director is liable for any prejudice suffered by Company following a breach of obligations by the Director in terms of duties and liabilities as provided in this Mandate Contract, Articles of Incorporation, the Rules of Organization and Operation of the Board of Directors, Resolutions of the General Meeting of Shareholders or the Legal Framework, in accordance with the applicable law, as well as for the non-fulfilment of the Governing Plan to meet the objectives included therein and the financial and non-financial performance indicators.

**Art. 24.** The interim Director is not in breach of obligations for prudence and due diligence and shall not be liable when making a business decision, if he/she has reasonable grounds to believe that he/she acts on behalf of the Company based on adequate information, unless a fortuitous event occurs, as defined in Article 2, letter j).

**Art. 25.** Company is responsible for breaching obligations undertaken in this Mandate Contract and will pay for the damages so caused.

#### ***XI. Loyalty. Confidentiality. Non-competence.***

During this Contract, the interim Director is liable for:

**Art. 26.** exercising his/her mandate with loyalty, prudence and diligence of a good Director always acting in the interest of the Company and at diligence standards expected from a professional who offers services relating to a non-executive position within the Board of Directors of a company, having the same or similar business object as the Company; when making a business decision, the Director is not in breach of the above-mentioned provisions in case he/she is reasonably right to consider (i) that he/she is acting in the Company's interest and (ii) he/she made the decision based on adequate information.

**Art. 27.** a) keeping the Company's information and business secrets confidential, to which he/she had access by means of documents presented to the Board of Directors, except for the situations when such use is required by law or necessary in relation to the public authorities and/or the participation of the Director to a litigation regarding the Company's activity;

b) using all information regarding the Company, except for information available to the public (without being the result of an unpermitted action, omission or a similar action of the interim Director) acquired by the interim Director during his/her appointment, are confidential and shall be used by he/she only for the purpose of fulfilling duties related to his/her position as non-executive Director. The interim Director shall not use this information for his/her own benefit, whether directly or indirectly, or in the benefit of third parties. The Director shall not disclose this information to any third party, except for the case where he/she is required to in accordance with the Legal Framework and this Mandate Contract. This liability is valid for the duration of this Mandate Contract and after its termination for a period of 5 (five) years;

c) not using in his/her own interest and not disclosing to any unauthorized person any confidential or secret information regarding the Company's activity. In this respect, the interim Director is liable to respect the confidentiality rules provided in Annex 1 of this Contract;

d) carrying out his/her activity so as to protect the Company's image; not publicly communicating and presenting, even in a confidential manner, any information, other than the information that became public in any other way, regarding the Company or its activity, of a nature to disorientate and/or mislead the public opinion, contractual partners, persons involved in the Company's activity and to create an unfavourable situation for it.

**Art. 28.** a) avoiding conflicts of interest in relation to the Company, to inform the Board of Directors immediately when such a situation occurs and to refrain from taking part in deliberations and from making any decision; the same obligation applies if the stakeholder is the husband/the wife, relatives or in-laws of fourth degree of the Director;

b) not using for commercial purposes, for himself/herself or for other person, the results of experiments performed by the Company on its own or in partnership with entities involved in the activity and valorization of the Company's scope or other information covered by the obligation of professional secrecy in relation to these ones (know-how or other similar information);

c) not using in his/her own interest or in any other person's interest the name of the Company;

d) not requiring nor accepting a business directly or indirectly related to products competing with the Company's products from any of his/her clients wherever they might be.

**Art. 29.** a) during the execution of his/her Contract within the Company, he/she: (i) shall not acquire participating interests to permit exercising control in a company developing the same activity or an activity similar to the Company's or that has regular commercial relations with the Company, or (ii) shall act as Director, manager, member of the Directorate, censor, employee, agent or a representative of a company who is a competitor to the company or (iii) shall not act provide in any other manner services similar to those provided in the Company's benefit, for his/her interest or on a third party's interest that has the same or a similar scope of activity to the Company's;

b) during the performance of his/her Contract within the Company, the interim Director is liable not to take part in acts of unfair competition, either directly or indirectly, on his/her account or on behalf of a third party, including but without limitation to, the determination or the attempt to determine any employee, consultant, supplier, buyer or independent contractor of the Company to terminate the report with the Company;

## ***XII. Force Majeure***

**Art. 30.** The parties are held harmless in case of force majeure events, as defined at article 2, letter h) of this Mandate Contract.

**Art. 31.** In case of a force majeure event, the parties will make joint efforts to reduce possible damages that would result from such event.

**Art. 32.** The parties also undertake to notify each other in writing within at most 5 (five) days from the occurrence of any force majeure event, and generally to inform each other and in due time on the potential impediments that might lead to difficulties in achieving the scope of this Mandate Contract.

### ***XIII. Amending the Mandate Contract***

**Art. 33.** This Mandate Contract may be amended only by the written agreement of the signing parties expressed in an addendum.

**Art. 34.** This Mandate Contract shall be consistent with the applicable legal regulations issued after signing this Contract.

### ***XIV. Termination of the Mandate Contract***

**Art. 35.** This Mandate Contract terminates when:

- 35.1. the contract period expires;
- 35.2. the interim Director is revoked from office with immediate effect by the GMS negotiations for unjustified breach of obligations provided in the Mandate Contract or in by law;
- 35.4. the interim Director deceases;
- 35.5. the Company goes bankrupt or becomes insolvent;
- 35.6. the parties hereto reach an agreement in this respect;
- 35.7. the interim Director resigns from office due to non-attributable causes, case in which the Director must notify the Company not later 30 days prior to the resignation;
- 35.8. the occurrence of legal impediments, as defined under article 2 letter f) herein;
- 35.9. he/she does not receive a favourable endorsement as member of the Company's Board, following the assessment carries out by AMEPIP.

**Art. 35.** The interim Director's mandate can also be revoked in case there is a final criminal court ruling on: (1) offences against the patrimony by means of misuse of trust, corruption, embezzlement, forgery of deeds, tax evasion, offences provided by Law 656/2002 on prevention and sanctioning of money laundering, and the establishment of measures for prevention and fighting terrorism, republished, (ii) offences provided by Law 31/1990 as subsequently amended and supplemented or (iii) existing final criminal court ruling in connection with an intentional criminal offence, in accordance with the criminal law. In these instances, the revocation of mandate by the Company's general meeting of shareholders shall not be deemed unjust revocation.

**Art. 37.** In case the Director committed any offences or actions provided in Chapter XI of this Contract, the Company's General Meeting of Shareholders is entitled to revoke this Contract due to Director's breach and to oblige the Director to terminate or to eliminate the offence/action or its consequences, to return the confidential documents illicitly taken from their legitimate owner and, as the case may be, to pay compensation for the damages caused to the Company, in accordance with the legislation in force.

## ***XV. Litigations***

**Art. 38.** Any litigation occurring between the parties in connection with signing, concluding, terminating or construing this Contract and which cannot be amicably settled shall be referred to the competent Romanian courts of law.

## ***XVI. Confidentiality Obligation between the Parties***

**Art. 39.** The Parties undertake to keep the confidentiality of all data, information and documents received from the other party in relation to the performance of this Mandate Contract, according to all applicable and effective legal and statutory provisions.

**Art. 40.** The Parties may disclose information or documents related to the performance of this Mandate Contract only to persons involved in its performance who will be bound by the obligation not to use the information for another purpose than the performance of this Contract, such persons being informed of this obligation by the signing party of the Contract.

**Art. 41.** The disclosure of information is not considered confidentiality obligation in the following cases:

- 41.1. when the information was known to the party prior to receiving it from the other party and if this can be proven;
- 41.2. when the disclosure was made after receiving the written Contract of the other party;
- 41.3. when the information was known on the date of its disclosure;
- 41.4. when the party disclosed such information in order to comply with legal provisions or with a court decision.

## ***XVII. Final provisions***

**Art. 42.** The interim Director declares that he/she meets all the requirements provided by the Law and Company's Articles of Incorporation in order to be appointed non-executive Director of the Company and he/she declared that neither of the situation/position provided in Article 30 and neither of the incompatibility situations provided by G.E.O. no.109/2011 and by Law no.31/1990 nor the competition situations provided in Annex 2 to the Contract are applicable to him/her.

**Art. 43.** This Contract is governed by and construed in accordance with the provisions of the Romanian law. For any aspect not expressly mentioned herein, this Contract is supplemented with the provisions of the Romanian Civil Code, of G.E.O. no.109/2011, law no. 187/2023 to amend and supplement G.E.O. 109/2011 on corporate governance of public enterprises, GD. No 639/2023, of Articles of Incorporation, of Board of Directors ROO and any other applicable legal regulations.

**Art. 44.** The interim Director agrees that his/her personal data made available to the Company shall be processed by the Company (for instance data related to his/her

identity, domicile, professional activity, personal ID code etc.) for the purpose or in connection to the performance of this Contract.

**Art. 45.** The interim Director is not an employee and this Mandate Contract is not an employment contract.

**Art. 46.** This Contract constitutes the entire Contract between the parties and supersedes any previous, written or verbal, Contracts between the parties related to the scope of this Contract.

**Art. 47.** If certain clauses of this Mandate Contract become legally ineffective, the validity of the other Contract 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 Mandate Contract by means of an addendum hereto.

**Art. 48.** All notifications/correspondences mutually made by the parties according to this Contract will be made in writing and send by fax, e-mail, certified mail with acknowledgement of receipt or express courier at the addresses specified at Article 1 of this Contract. Depending on the specific situation, the parties will, reasonably and in good faith, choose the most suitable notification manner mentioned above, in such a way as to fulfil its scope and to lead to the fulfilment of the contractual obligations of the parties.

**Art. 49.** If at any time during this Mandate Contract one of the parties does not expressly insist on enforcing a certain provision of the Contract, it does not mean that this party has relinquished such provisions or that it has waived its right to enforce such provisions.

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

**Societatea Națională de Gaze Naturale  
„ROMGAZ” - S.A.**

**Mr./Mrs. ....**

By: \_\_\_\_\_, mandated by  
Resolution no. ....

of the Ordinary General Meeting of Shareholders

## CONFIDENTIALITY RULES

### 1. Definitions

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 internal rules of the *Company*.

Without limitation to the above mentioned, confidential information includes:

- a) Contractual terms and any information regarding *Company* business partners, clients, agents, employees, contractors, investors or suppliers and the conditions under which the *Company* carries out 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 form the basis of such algorithms, procedures or techniques developed or used by the *Company* or that is otherwise known to the *Company* (except any public algorithm, procedure or technique) irrespective of whether these algorithms, procedures, techniques are part of a computer program or not, including, without limitation, techniques for:
  - Identifying possible clients;
  - Effective communication with existing or potential clients;
  - Reducing operating costs or increasing system efficiency
- e) The fact that the *Company* uses, used or evaluated as possibility to use any specific data base, data sources, algorithms, procedures, techniques or ideas, developed or supplied by a person, other than the *Company* (including any public algorithm, procedure or technique), irrespective of whether these 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 future plans of the *Company*, 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 assets, liabilities, net value, income, expenses or the net income of the *Company*, except for that information the disclosure of which is authorized in accordance with the internal rules of the *Company*;
- 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 considered as reflecting vulnerabilities of the *Company*, and which 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, in their turn, are bound by an obligation of confidentiality notified to the *Company*;
- 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, pursuant to the law.

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

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

Therefore, the Interim Director agrees that, directly or indirectly, at any moment during the term of the Mandate Contract concluded with the *Company* or at any time after its termination and regardless of when and the reasons for which it is terminated, he/she will not use or cause the use of any Confidential Information related to any activities or business, except for 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 where such disclosure was specifically authorised, in writing, by the *Company*, or except where required by any applicable law or ordered by a competent court of law or arbitration tribunal or by any public authority that is qualified to receive such information pursuant to the law. Additionally, the Interim Director shall promptly notify the *Company* with respect to any act of a court of law or arbitration tribunal or of any public authority, such as those mentioned above, so that the *Company* may legally adopt protection measures or other proper solution and will continue to offer the support the *Company* may reasonably request in order to warrant such measures or solutions.

If the protection measures mentioned above are not sufficient, the Interim 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 Interim Director understands that sometimes the *Company* receives information from third parties which must be treated as confidential and used only for limited purposes, (“**Information related to third parties**”).

The Interim Director agrees that, directly or indirectly, at any moment during the term of the Mandate Contract concluded with the *Company* or at any time after its termination and regardless of when and the reasons for which it is terminated, 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 such 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 tribunal or by any public authority that is authorized by law to receive such information.

Additionally, the Interim Director shall promptly notify the *Company* with respect to any act of a court of law or arbitration tribunal, or of any public authority, such as those mentioned above, so that the *Company* may legally adopt protection measures or other proper solution. If the protection measures are not sufficient, the Director will disclose only that part of the Information related to third parties as legally required.

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

No provision of this Mandate Contract will involve the *Company* and will in any way affect the rights of the *Company* to protect its trade secrets by any legal means.

#### **5. Disclosure of Information by the Company**

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

- (i) Any and all algorithms, procedures or techniques related to the economic activity of the *Company* or of the Interim Director within the *Company*, the essential ideas and principles that form the basis of such algorithms, procedures or techniques designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his/her activity within the *Company*, irrespective of whether such algorithms, procedures or techniques are part of a computer program or not;
- (ii) Any and all marketing strategies, essential ideas and principles that form the basis of these strategies and any information that might reasonably lead to the development of such strategies designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his/her activity within the *Company*;
- (iii) Information on any and all products and services, essential ideas and principles that form 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/her activity within the *Company* and
- (iv) Any other idea or information designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his/her activity within the *Company*, if such

idea or information could reasonably be regarded as useful or valuable for the *Company*.

## **6. Confidentiality of the Information that will be Disclosed**

The parties agree that the Information that will be Disclosed in accordance with point 5, fall under Confidential Information pursuant to the definition stated at point 1 of this Annex, 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, while complying with the provisions of point 3 of this Annex on the confidentiality of Information related to third parties.

Independent of the above, for the purpose of this Contract, the Information disclosed in compliance with point 5 shall not be deemed Confidential Information to the extent such Information is not related to the economic activity of the Company and has a general application enabling its use in any industry.

## **7. Term of Complying with Confidentiality Obligations**

Confidentiality obligations of the Interim Director under this Annex which is an integral part of the Mandate Contract remain applicable after the termination of this Mandate Contract and will be effective for a period of 5 (five years).

**Societatea Națională de Gaze Naturale**

**Mr./Mrs. ....**

**„ROMGAZ” - S.A.**

By: ..... , mandated by  
Resolution no. ....  
of the Ordinary General Meeting of Shareholders

## NON-COMPETE OBLIGATIONS

### 1. Non-competition

During his/her mandate with the *Company*, the Interim Director, directly or indirectly, agrees and undertakes not to:

- a) Enter into any activity or business that competes or is similar to the main activity of the *Company*;
- b) Assist, by any means, any person whose activities compete or otherwise prejudice the commercial activities of the *Company*.

The non-compete obligation shall be effective in Romania and in the countries in which the *Company* is active or intends to be active.

### 2. Refrain from requesting services

During his/her mandate with the *Company*, the Director, directly or indirectly, with or without commission, shall not:

- a) Cause or try to cause any independent employee, consultant, supplier, buyer or contractor of the *Company* to terminate its relationship with the *Company*;
- b) Use, retain as consultant or contractor, or cause any employee to be employed or retained, the employment/conclusion of a contractual relationship with an independent agent, consultant, service or product provider, buyer or contractor of the *Company*.

### 3. Breach of non-compete obligations

Any breach by the Director of the obligations set forth herein entitles the *Company* to seek compensation for the damages caused to the *Company*.

**Societatea Națională de Gaze Naturale**

**Mr./Mrs. ....**

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By: ..... , mandated by

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## INTEGRITY RULES

Taking into account the following:

Members of the Board of Directors shall declare any personal interest that may come in contradiction with the objective performance of their duties under the mandate;

Members of the Board of Directors shall take all necessary measures to avoid conflicts of interest and incompatibilities;

Early identification and removal in due time of the prerequisites for the occurrence of acts of corruption are priority and imperative actions.

Ethics refers to individual behaviour, in the organizational context or outside of it, which may also be assessed from the point of view of the ethical values, principles and rules of society;

Integrity means that behaviour assessed as correct from an ethical point of view. Integrity, as an individual value, refers to this ethical correctness that may not be separated by legal and professional correctness.

A behaviour which lacks integrity is a form of undermining the mission of the company leading to a toxic organizational climate for both employees and third parties and affecting the legitimate interests of all parties involved, including the public interest.

Company Directors undertake the following integrity criteria:

1. He/she is a competent, correct person willing to contribute to the development of the company;
2. He/she adheres to the values and principles of company code of ethics;
3. He/she takes decisions only in the interest of the company (decisions are not taken to obtain financial or other material benefits for themselves, their family or their relatives);
4. He/she has no business or contract relationship with the company where he/she acts as director or with a partner company.
5. He/she ensures compliance with the transparency principle as regards his/her decisions and actions;
6. He/she has the duty to declare any particular interest related to the fulfilment of mandate responsibilities and to solve any conflict of interest that may arise in order to protect the interest of the company;
7. He/she is responsible in front of the shareholders for his/her decisions and actions and is subject to any performance evaluation concerning his/her mandate;
8. He/she shall not create financial or any other obligations towards organizations or natural or legal persons which would influence the manner in which he/she carries out the duties of the mandate received from the shareholders;
9. He/she does not record outstanding payments to the state budget as a natural person;
10. Criminal proceedings were not initiated against him/her, he/she was not sent to trial or convicted for a corruption deed or any deed connected to failure to comply with the 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;

11. No final act of infringement referring to the breach of legal obligation on unjustified wealth, conflict of interest or incompatibility was disposed against him/her by the National Integrity Agency.
12. 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.);
13. He/she has not obtained titles and diplomas through plagiarism or intellectual theft proven by a final settlement of the Court.
14. He/she is not under judicial control for any kind of criminal offences or in provisional detention or house arrest;
15. He/she has no offensive, aggressive and inappropriate behaviour in front of the colleagues.
16. He/she involves in promoting company 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.

**Societatea Națională de Gaze Naturale**

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