

## MANDATE CONTRACT

no. .... / ..... 2023

### Taking into account the provisions of:

- The Company law 31/1990 republished, with amendments and additions, hereinafter called **Law 31/1990**
- Governmental Emergency Ordinance 109/2011 on the corporative governance of public enterprises with later amendments and additions, hereinafter called **GEO 109/2011**
- Governmental Decision 639/27.07.2023 on approving the Methodological norms to apply G.E.O. No. 109/2011, on the corporative governance of public enterprises **hereinafter called GD 639/2023**;
- Governmental Ordinance 26/2013 on enhancing the financial discipline at economic operators' where the state or the administrative-territorial units are single or majority shareholders or they directly or indirectly hold majority participation, with later amendments and additions;
- Article 1913 and the following, as well as article 2009 and the following from Law 287/2009 on the Civil code, with later amendments and additions

### As well as the following:

By Decision no. .... of ..... of the Shareholders' General Ordinary Assembly of the **National Power Transmission Grid Company Transelectrica SA**, in accordance with the provisions of GEO 109/2011 on the corporative governance of public enterprises, with later amendments and additions, it was decided to appoint Mr/Mrs ..... as provisional member in the Supervisory Board and he/she expressly accepted to have this capacity;

In accordance with article 142 of the Corporations law 31/1990, republished, with later amendments and additions, the Supervisory Board is entrusted with carrying out all necessary useful acts in order to achieve the Company's objectives, except what has been reserved by law for the Shareholders' General Assembly;

The format of the Mandate contract including also the gross fixed monthly indemnification owed to administrators was approved by Decision no. .... / ..... of the Shareholders' General Ordinary Assembly of the Company in accordance with the provisions of G.D. no. 639/2023 and of Law no. 31/1990;

The Shareholders' General Assembly of the National Power Grid Company Transelectrica SA of ..... (date) has decided to have this mandate contract signed by Mr / Mrs ..... on behalf of the Company.

### Art. 1 CONTRACTUAL PARTIES

(1) The **National Power Grid Company Transelectrica SA**, company managed under two-tier system, registered under no. J40/8060/2000 with the National Office of the Commercial Register from Bucharest Tribunal, single (fiscal) registration code 13328043, with

headquarters in Bucharest 3 district, Olteni Street no. 2-4, represented by ....., designated under Decision ..... / ..... of the Shareholders' general ordinary assembly (hereinafter called MANDATOR / COMPANY)

and

(2) **Mr/Mrs**....., Romanian citizen, born on ..... residing in Romania, city ....., Str. ...., block ....., en. ...., fl ....., app. ...., county ....., identified by IC series ..... no. .... issued by ..... on ....., PNC ....., phone / fax nos. .... / ....., e-mail: ....., in his capacity of PROVISIONAL MEMBER IN THE SUPERVISORY BOARD (hereinafter called – **Provisional Administrator** or Administrator) **as MANDATEE**,

Collectively called 'Parties' and individually the 'Party', this Mandate contract was concluded (hereinafter called '**Contract**') according to the following terms and conditions:

## **Art. 2. THE SUBJECT OF THE MANDATE CONTRACT**

- 2.1 The MANDATEE is provisional Supervisory Board member, in which capacity he will supervise the management operations performed by the MANDATOR's Directorate, as well as the good operation of the MANDATOR activities. Supervision will refer mainly (without limitation) to the permanent control on the company's leadership by the directorate, the achievement of the MANDATOR's activity, the activity strategy, the internal structure and operation of the MANDATOR, checking the compliance with legal provisions, those of the Articles of association and of the decisions taken by the shareholders' general assembly (AGA), as well as checking the governing operations in the company.
- 2.2. The MANDATOR will pay remuneration for the services that the MANDATEE provides under this Contract, as stipulated in article 4 below.
- 2.3. The normal place of business for the services provided under this Contract will be the MANDATOR's offices or in other locations established by the MANDATOR, within reasonable limits, at certain time intervals.
- 2.4. As far as the MANDATOR's business is concerned and the position of Supervisory Board member, the MANDATEE will act in accordance with all the applicable laws, rules and codes of conduct, as well as with any other laws and policies that the MANDATOR will establish under legal terms for the good operation of its business.

## **Art. 3. CONTRACTUAL TERM**

- 3.1. The valability of this Contract is of 5 months starting \_\_\_\_\_, with the possibility to extend it once with no more than 2 months for solid reasons in accordance with art. 29, para.(2) of G.E.O. no. 109/2011 on the corporative governance of public enterprises with later amendments and additions.

#### **Art. 4. MANDATEE REMUNERATION. WAY OF PAYMENT**

4.1. The administrator, as provisional Supervisory Board member benefits from a remuneration comprising a gross fixed monthly indemnification and no variable component.

4.2. The administrator benefits from a gross fixed monthly indemnification established by the Shareholders' general assembly in accordance with applicable legal provisions, as follows:

4.2.1. The maximum gross fixed monthly indemnification owed to the administrator during his mandate of provisional member is **in quantum of 17,926 Lei gross / month.**

4.3. The fixed monthly indemnification will be paid to the MANDATEE once a month when the MANDATOR pays its employees' salaries on the month ending date.

#### **Art. 5. THE ADMINISTRATOR STATEMENTS**

5.1. The administrator declares he has acknowledged the provisions of the Supervisory Board's Organisation and Operation Regulation and those of the Company's Articles of association, has fully understood their content and will respect their clauses accordingly during his Mandate term, acting prudently and diligently just like a good administrator;

5.2. The administrator declares he is not found in any of the incompatibility or competitive circumstances provided by the republished Company Law 31/1990, with later amendments and additions, by GEO 109/2011 on the corporative governance of public enterprises, with later amendments and additions, by the Electricity and natural gas law 123/2012, with later amendments and additions or by any other applicable legal regulations.

#### **Art. 6 ADMINISTRATOR RIGHTS AND OBLIGATIONS**

6.1. ADMINISTRATOR RIGHTS:

- (a) To cash the remuneration established according to article 4 of this Contract;
- (b) To withdraw from the position of Supervisory Board member, provided he sends to the MANDATOR a notice at least 30 (thirty) week-days before such withdrawal;
- (c) To benefit from an insurance contract for civil professional liability for his/her activities in the Supervisory Board, concluded by the MANDATOR in order to insure the MANDATEE. The MANDATOR will bear all the costs related to such contract;
- (d) To be reimbursed the costs incurred in the company's interest based on justifying documents, under legal terms and according to the Company's internal rules.

6.2. ADMINISTRATOR OBLIGATIONS

The MANDATEE exercises in the Supervisory Board, together or, as the case may be, separately from the other Supervisory Board members, under the terms of the MANDATOR's statutory and regulatory provisions and of the applicable legislation his legal statutory competences as well as those provided in the Regulation and he represents the MANDATOR within the law-provided limits or within those written in decisions of the Shareholders' general assembly, but without limitation to:

- (i) Taking part in the selection, appointment, and revocation of Directorate members, assessing their activity and establishing their remuneration;
- (ii) Taking part in elaborating the management component, part of the management plan;
- (iii) The nomination and remuneration committee within Supervisory Board elaborates an annual report with respect to the remunerations and other benefits granted to the Supervisory Board members and to Directorate members during the financial year;
- (iv) Exercising control on the manner in which the Directorate governs the MANDATOR, evaluating the activity of Directorate members both as regards the execution of the mandate contract and of the management plan;
- (v) Checking the Directorate reports;
- (vi) Asking the Directorate any piece of information that he considers necessary in order to exercise his control attributions and can make checks and investigation accordingly;
- (vii) Approving the Directorate's Organisation and operation regulation and any amendment to it;
- (viii) Supervising the publication on the MANDATOR's internet page of his policy and criteria for the remuneration of Supervisory Board members and of Directorate members;
- (ix) Checking whether the MANDATOR's governance operations comply with the law, with the Articles of association and with the decisions of the Shareholders' general assembly;
- (x) Submitting half-yearly to the Shareholders' general assembly a report that comprises the supervisory activities performed, which also includes information about the execution of mandate contracts signed by Directorate members, detailing the operational activities, financial performance and the MANDATOR's half-yearly reports;
- (xi) Taking part in elaborating and submitting to the public tutelary authority AMEPIP, the Finance Ministry and other authorities of the reports foreseen by law, the reports on the activity of the public enterprise and the status of achieving the fulfilment of the performance key indicators from the mandate contract, as well as, as the case, of the information regarding the mandate contracts of the directors;
- (xii) Informing the shareholders at the first Shareholders' general assembly following the conclusion of the juridical deed, about:
  - (a) any transaction with the Supervisory board or Directorate members, with the employees, or shareholders that have control over the MANDATOR or with a company controlled by them, by providing the documents with essential significant data and information about such transactions to the shareholders' disposal;
  - (b) transactions concluded with the spouse, relatives or akin persons to the 4<sup>th</sup> degree included, of the persons provided in letter (a);
- (xiii) Informing the shareholders at the first Shareholders' general assembly following the conclusion of the juridical deed, about any transaction that the MANDATOR with another public enterprise or with the Competent authority, if such

- transaction amounts, individually or in a series of transactions, to at least the Lei equivalent of 100,000 Euro;
- (xiv) Representing the MANDATOR in its relations to the Directorate;
  - (xv) In exceptional cases, when the company's interest so requires, convening the Shareholders' general assembly;
  - (xvi) Endorsing the revenue and expense budget;
  - (xvii) Reviewing and endorsing the MANDATOR's stand-alone and consolidated annual financial statements;
  - (xviii) Endorsing/approving the contracts, credits and various MANDATOR operations, according to the competency limits set in the articles of association or as per the decisions of the shareholders' general assembly;
  - (xix) Approves/endorses the recruitment and revocation, as the case may be, of the internal audit manager and the reception of reports on the company's activity from the internal audit manager, as many times as requested;
  - (xx) Proposing to the Shareholders' general ordinary assembly the financial auditor's appointment and recalling, as well as the minimum term of the audit contract;
  - (xxi) Participating to the MANDATOR's Shareholders' general assemblies;
  - (xxii) Setting up the Consultative Committees within the Supervisory Board as necessary to exercise the mandate with a view to establish at least the Nomination and remuneration committee, the Risk management committee and the Audit committee, which will include at least three of its members;
  - (xxiii) Complying with the integrity criteria provided in the annex to this contract;
  - (xxiv) Taking all necessary useful measures for the good operation of the MANDATOR, as delegated by the Shareholders' general assembly, except for those reserved for the Shareholders' general assembly or for Directorate according to legal provisions or to the Articles of association.
  - (xxv) Taking part in at least one continuous professional training programme/year in the activity field of the public enterprise, corporate governance, management as well as other relevant fields for public enterprises;
  - (xxvi) Checking the functioning of the internal managerial control system;
  - (xxvii) Carrying out any other obligations established by law, article of association or internal regulations entrusted to the Supervisory Board.

## **Art. 7. RIGHTS AND OBLIGATIONS OF THE PUBLIC ENTERPRISE**

### **7.1. MANDATOR RIGHTS:**

- (a) Asking the MANDATEE to carry out all the obligations devolving to him according to this **Contract**;
- (b) to ask for information, reports and other documents regarding the fulfilment of the mandate contract;

- (c) To one-sidedly give up this **Contract** based on a decision of the Shareholders' general ordinary assembly.
- (d) Other rights provided by law, the article of association and internal regulations taken on the public enterprise level.

## 7.2. MANDATOR OBLIGATIONS:

- (a) Providing the MANDATEE with full liberty in his supervision of Directorate activities and also when exercising all other MANDATEE competencies, the only limitations being those provided in the legislation, in the MANDATOR's Articles of association, in the decisions of the Shareholders' general assembly and in this Contract;
- (b) Providing the MANDATEE with labour conditions and necessary equipment to perform activities (such as for instance properly equipped office, conference room, business mobile phone, laptop/tablet, transportation means (motor car) and others), depending on the needs of MANDATEE's activities in the Supervisory Board.
- (c) Paying the MANDATEE all monetary rights owed as per this Contract and providing the MANDATEE with all the other rights specified in this Contract;
- (d) Withholding and paying all fiscal liabilities - social insurance, health, unemployment etc. the MANDATEE owes as tax-payer, as well as any other monetary contributions imperatively provided in the legislation, during the time of the contract. Payments will be made in the MANDATEE's name and on his/her behalf by care of the MANDANTOR's functional departments;
- (e) Analysing the achievement of MANDATEE's liabilities;
- (f) Taking sanction measures for the MANDATEE's failure to comply with the obligations assumed under this Contract;
- (g) to reimburse to the TRUSTEE the equivalent value of the expenses incurred in the company's interest, based on supporting documents, under the law and the Company's internal rules. In order to avoid any doubt regarding the participation of the Trustee in the Supervisory Board meeting, in the case of the Trustee whose domicile/permanent residence is at a distance of more than 60 km from Bucharest or, as the case may be, the meeting, at its request, accommodation costs for a number of days equal to the number of days of that meeting.

## **Art. 8. LOYALTY, CONFIDENTIALITY, NON-COMPETITION CLAUSE**

During the term of this Contract:

- 8.1. MANDATEE is obliged to use, within the limits of the entrusted mandate, his working capacity necessary in order to perform the mandate in the MANDATOR's interest, behaving loyally in his activities to the MANDATOR, just like a leader of his own business.
- 8.2. MANDATEE can exercise simultaneously at the most two administrator mandates and/or supervisory board member mandates in companies or public enterprises with offices on Romanian territory. This provision applies equally to the natural person

administrator or supervisory board member, as well as to the natural person representing a legal person administrator or supervisory board member.

- 8.3. In case during a certain operation the MANDATEE, fully aware of the situation has got direct or indirect interests contrary to the MANDATOR's interests, he will notify this to the MANDATOR and refrain from any conduct that might impact the interests of the MANDATOR. Such interdiction also covers the situation when the MANDATEE knows he is personally interested in a certain operation or such operation is attractive to his spouse, relatives or akin to the fourth degree included.
- 8.4. During the entire term of this Contract the MANDATARUL commits:
- (a) Rigorously keeping confidential the data and information about the MANDATOR activities, which are of this nature or are qualified as being such by the MANDATOR;
  - (b) Carrying out his activities so as to protect the MANDATOR's image; not to publicly communicate and not to provide, even in confidential mode, other information than that becoming public in any other manner, with respect to the MANDATOR or his activities, which might disorient and/or lead astray public opinion, contractual partners, the persons involved in the MANDANTOR activities and might lead to disadvantageous situation for the MANDATOR;
  - (c) Not to utilise in commercial purposes for himself or others the results of experiments performed by the MANDATOR in partnership with other entities that get involved in the activity and capitalisation of the MANDATOR's purpose or any other secret information related to such (know-how or other similar);
  - (d) Not to divulge to third parties the results of experiments mentioned in letter (c) above, while these have not become public, without the MANDATOR's consent;
  - (e) Not to request or accept business directly or indirectly connected to products competing with the MANDATOR's from any of the MANDATOR's clients, no matter where they stand;
  - (f) Not to use the name of the MANDATOR for himself or for the interest of another person;
  - (g) Not to carry out licensing operations of the MANDATOR's employees in view of the MANDATEE's directly or indirectly establishing a competitive entity that can draw the existing or potential contractual partners of the MANDATOR, and could initiate hiring measures for the MANDATOR's employees in order to disorganise the latter's activities.
- 8.5. The obligations provided in article 8.4 remain applicable also after the Contract ends and will produce effects for an unlimited time or until they become public.

## **Art. 9. CONTRACTUAL LIABILITY**

- 9.1 The MANDATEE's liability is engaging for his incomppliance with legal provisions, the MANDATOR's statutory provisions and regulations, the provisions of this Contract and of the decisions taken by the Shareholders' general assembly of the MANDATOR.
- a) MANDATEE is liable under legal terms for any damages caused to the MANDATOR by his imprudent management acts, by abusive or negligent use of managed funds or

by any act contrary to the MANDATOR's interests, ascertained by deed issued by a competent body, authority or law court.

- b) In case the loyalty clauses provided in articles 8.2 and 8.3 of this Contract are not complied with, the shareholders' general assembly of the MANDATOR is entitled to give up this Contract for the MANDATEE's guilt and require damages.
- c) Should the MANDATEE do any of the deeds or actions provided in article 8.4 of this Contract confers the shareholders' general assembly of the MANDATOR the right to give up this Contract for the MANDATEE's guilt, as well as the right to oblige the MANDATEE to stop or remove the deed/action or its consequences, to return the confidential documents taken illegally from their lawful owner and, as the case may be, pay compensation for the damages caused to the MANDATOR, according to applicable legislation.
- d) The provisions of article 9. c) are properly applied also when the obligations provided in article 8.5 of this contract are not complied with.

#### **Art. 10. MAJOR FORCE**

- 10.1. Major Force exonerates the Parties from liability in accordance with legal provisions.
- 10.2. The Party invoking Force Major will notify the other within 5 (five) calendar days about its occurrence, namely its end and will take any reasonable measures with a view to limit the consequences of such event.
- 10.3. When receiving such notification the Parties will consult together forthwith and decide on the actions and/or measures to be taken for their mutual interest with a view to limit or overcome the effects of such Force Major case. Each Party will make its best reasonable efforts to reduce as much as possible the effects of Force Major.
- 10.4. For any delay or in compliance with contractual obligations by any of the Parties as a consequence of the Force Major case, justified and properly notified as provided above, none of the Parties is entitled to request penalties to its co-contractor, damages or compensations of any kind for the possible prejudice incurred, but each one of the Parties has the duty to carry out all contractual obligations outstanding until the occurrence of Force Major.
- 10.5. If the notification about the beginning or end of the Force Major case has not been transmitted according to the established conditions, the guilty Party is responsible for the prejudice caused to the other Party because it has not proved the occurrence of the Force Major case.

#### **Art. 11. AMENDING THE CONTRACT**

- 11.1. The provisions of this Contract can be amended only by the Parties' written agreement.
- 11.2. This Contract can have any of its clauses amended as long as no offense is brought to applicable laws, public order and good morals.
- 11.3. During the execution of this Contract the Parties can, by mutual agreement, amend the development and performance strategies in order to tailor them to the situation on hand.
- 11.4. The Contract will be properly adapted to legal regulations applicable to it, subsequent to its conclusion.

11.5. This **Contract** represents the will of the Parties; no other verbal agreement before or after this Contract and no other previous written understanding in this respect has no effect between the Parties.

## **Art. 12. TERMINATION OF THE CONTRACT**

12.1. This Contract ends by:

- (a) Expiry of the time period it was concluded for, if the Parties have not decided continuing the contractual relationship;
- (b) MANDATEE recalling by the shareholders' general assembly of the MANDATOR;
- (c) MANDATEE giving up the entrusted mandate, while complying with the notice conditions provided in this Contract, while the MANDATOR can give up such term;
- (d) The Parties' agreement;
- (e) The violation of legal provisions regarding conflict of interest, incompatibility, including the integrity criteria foreseen in the Code of Ethics of the public enterprise, the non –compete obligations;
- (f) The cessation of the MANDATOR's legal personality, or the MANDATEE death;
- (g) The occurrence of a Major Force situation or of fortuitous circumstances that make impossible the further execution of this Contract;
- (h) The violation of the confidentiality regarding any financial and/or commercial information qualified as confidential or privileged according to legal norms or contractual obligations assumed by the public enterprise;
- (i) When the liability proceedings start against the members of the Board;
- (j) Other legal provisions.

12.2. When the liability proceedings start against the members of the Board their mandates end by lawfully right;

12.3 The Parties agree that the end of this Contract, regardless of cause, should not impact the performance of obligations ensuing thereof, if they are due and non-executed before the end of the Contract

12.4 On the end date of this contract the MANDATEE will immediately return to the MANDATOR all the information in material shape provided by the MANDATOR found with the MANDATEE, as well as all entrusted assets for use by him in accordance with this contract.

## **Art. 13. APPLICABLE LAW; CONTRACTUAL LANGUAGE; DISPUTES**

13.1. This Contract is executed on Romania's territory and is governed by the Romanian law. This Contract is executed in good faith and is binding not only for what is expressly provided in its content but also for all outcomes that justice, habit or law confers it.

13.2. This Contract is concluded and signed by the Parties in Romanian language.

- 13.3. Any dispute or misunderstanding with respect to the conclusion, execution, amendment, cessation and construction of the clauses from this Contract will be settled amiably.
- 13.4. In case the Parties fail to come to an understanding, then disputes will be referred to the competent law courts from Romania for settlement.

**Art. 14. MISCELLANEA**

- 14.1. One Party's renunciation to a claim associated to the violation of any provision from this Contract or to the exercise of any right arising from it will not be considered as final renunciation to all rights to express the same claim in subsequent similar circumstances.
- 14.2. This Contract is *intuitu personae* and cannot be transferred to a third party by any of its Parties.

**Art. 15. FINAL PROVISIONS**

- 15.1. The provisions of this Contract are added by any other incident legal provisions. Each one of the Parties has read, understood and agreed with the content of this Contract.

The Annex is integrant part of this Contract.

IN WITNESS WHEREOF, the Parties have negotiated and concluded this Contract in 3 (three) original copies in Romanian, of which 2 (two) copies for the MANDATOR and 1 (one) copy for the MANDATEE, each page being initialled by the Parties.

Contractual place: the **National Power Grid Company Transelectrica SA**, with working location in Bucharest 3, Olteni Street no. 2-4

Date of Contract signature: (\_\_\_\_\_)

S I G N A T U R E S   A N D   S T A M P S

MANDATOR,

MANDATEE,

(\_\_\_\_\_)

(\_\_\_\_\_)

(Signature and stamp)

(Signature)

## **INTEGRITY CRITERIA**

Taking into account the following:

Supervisory Board members have the obligation to declare any personal interests that can oppose their objective exercise of attributions during mandate performance;

Supervisory Board members have the obligation to take all necessary measures in order to avoid situations like conflicts of interests and incompatibility;

The early detection and removal in due time of the premisses entailing occurrence of corruption deeds are imperative priorities;

Ethics refers to individual behaviour in organisational context or not, which can be also appraised or assessed in terms of the Company's ethical values, principles and rules;

Honest behaviour is that behavioural attitude appreciated and valued in ethical terms as correct. Integrity as individual value refers to such ethical honesty, which cannot be delimited by legal and professional correctness;

A behaviour lacking integrity is like a form undermining the Company mission, leading to an intoxicated organisational environment for employees and third parties, while also impacting the legitimate interests of all involved persons, including public interest,

The Mandatee assumes the following integrity criteria:

1. He is a competent, honest person willing to contribute to Company development;
2. He is attached to the values and principles stipulated in the Company's ethical code;
3. He takes decisions only in the Company's interests (his decisions are not taken in order to get financial benefits or other material advantages for himself, his family or close friends);
4. He has no business or contracts with the Company or with any partner society;
5. He complies with the transparency principle as regards his decisions and actions;
6. He has the duty to declare any particular interests relating to the achievement of responsibilities specific for the Mandator and to act with a view to solve any conflicts of interests that might occur, so as to protect the Company's interest;
7. He is responsible for his decisions and actions before shareholders and subjects to any performance evaluation when carrying out his mandate;
8. He should not engage financial or other kind of obligation towards organisations or natural or legal persons, which might influence his performance of duties specific of the mandate received from shareholders;
9. He has no outstanding payments to the state budget in his capacity of natural person;
10. He is not criminally convicted, has no criminal record for committing a crime of corruption or an act related to non-compliance with the regime of prohibitions, incompatibilities, conflict of interest or declaration of assets, misappropriation of funds, tax evasion, acts related to the exercise of Supervisory Board membership, or for any other deeds provided by the criminal law";

11. The National Integrity Agency has not issued an ascertaining deed against him that stayed final, with respect to his trespassing legal obligations associated to unjustified fortunes, conflicts of interests or the incompatibility regime;

12. He is not under final judgment from law courts determining he was a co-worker or employee of the former Securitate as political police, according to legal provisions and he did not / does not promote extremist ideas or actions (racism, xenophobia, antisemitism etc);

13. He has not obtained titles and diplomas by plagiarism or intellectual theft proven by final court ruling;

14. He is not under judiciary control for any kind of offence, nor under preventive or house arrest;

15. He has not shown injurious, aggressive or improper behaviour towards his colleagues;

16. He gets actually involved in promoting the company's integrity and provides his own personal example of integrity, properly sanctioning or managing rule violations, from the lesser ones like administrative deviations to most serious ones like criminal offences.

## SIGNATURES AND STAMPS

MANDATOR,

MANDATEE,

(\_\_\_\_\_)

(\_\_\_\_\_)

(signature and stamp)

(signature)