



To,

THE NATIONAL POWER TRANSMISSION COMPANY TRANSELECTRICA

Mr. Ștefăniță MUNTEANU, Chief Executive Officer of the Directorate

To the knowledge,

Mr. Cătălin – Andrei DASCĂL, Chairperson of the Supervisory Board

Dear Sirs,

taking into consideration the provisions of:

- art.11 para. (5) from G.E.O. no. 68/2019 regarding the setting of some measures on the central public administration level and in order to amend and add some legislation according to which the exercise of rights and the fulfillment of the obligations arising from the quality of state's shareholder at the NPT Company Transelectrica is performed by the Government's General Secretariat;
- art. 105 para. (3) of Law 24/2017 on issuers of financial instruments and market operations, republished, in conjunction with the provisions of art. 117¹ of Corporations Law no 31/1990, republished with later amendments and additions,
- art. IX para. (1) of Law 187/28 June 2023 in order to amend and add the Government's Emergency Ordinance no. 109/2011 on corporate governance of public enterprises,

and taking into consideration the items included on the agenda of The Shareholders' Ordinary General Assembly from **February 28/29, 2024**,

The Government's General Secretariat requests that you shall add to the agenda of The Shareholders' Ordinary General Assembly convened for **February 28/29,2024**, the following items:

„1. Appointing 7 members of the Supervisory Board of NPT Co. Transelectrica with a mandate length of 4 years starting on 01.03.2024 until 29.02.2028.”

Additional item for which we are sending you the following draft resolutions:

1.1.Regarding item **1** on the agenda, by ____ votes **For** representing ____% of the total number of votes cast, by ____ of votes **Against** representing ____% of the total number of votes cast and by ____ of votes **Abstention**, **it approves/does not approve** the appointment of _____ as member of the Supervisory Board of NPT Co. Transelectrica, with a mandate length of 4 years, starting on **01.03.2024 until 29.02.2028**.

- 1.2.Regarding item 1 on the agenda, by _____votes **For** representing _____% of the total number of votes cast, by _____ of votes **Against** representing _____% of the total number of votes cast and by _____ of votes **Abstention, it approves/does not approve** the appointment of _____ as member of the Supervisory Board of NPT Co. Transelectrica, with a mandate length of 4 years, starting on **01.03.2024 until 29.02.2028.**
- 1.3.Regarding item 1 on the agenda, by _____votes **For** representing _____% of the total number of votes cast, by _____ of votes **Against** representing _____% of the total number of votes cast and by _____ of votes **Abstention, it approves/does not approve** the appointment of _____ as member of the Supervisory Board of NPT Co. Transelectrica, with a mandate length of 4 years, starting on **01.03.2024 until 29.02.2028.**
- 1.4.Regarding item 1 on the agenda, by _____votes **For** representing _____% of the total number of votes cast, by _____ of votes **Against** representing _____% of the total number of votes cast and by _____ of votes **Abstention, it approves/does not approve** the appointment of _____ as member of the Supervisory Board of NPT Co. Transelectrica, with a mandate length of 4 years, starting on **01.03.2024 until 29.02.2028.**
- 1.5.Regarding item 1 on the agenda, by _____votes **For** representing _____% of the total number of votes cast, by _____ of votes **Against** representing _____% of the total number of votes cast and by _____ of votes **Abstention, it approves/does not approve** the appointment of _____ as member of the Supervisory Board of NPT Co. Transelectrica, with a mandate length of 4 years, starting on **01.03.2024 until 29.02.2028.**
- 1.6.Regarding item 1 on the agenda, by _____votes **For** representing _____% of the total number of votes cast, by _____ of votes **Against** representing _____% of the total number of votes cast and by _____ of votes **Abstention, it approves/does not approve** the appointment of _____ as member of the Supervisory Board of NPT Co. Transelectrica, with a mandate length of 4 years, starting on **01.03.2024 until 29.02.2028.**
- 1.7.Regarding item 1 on the agenda, by _____votes **For** representing _____% of the total number of votes cast, by _____ of votes **Against** representing _____% of the total number of votes cast and by _____ of votes **Abstention, it approves/does not approve** the appointment of _____ as member of the Supervisory Board of NPT Co. Transelectrica, with a mandate length of 4 years, starting on **01.03.2024 until 29.02.2028.**

"2. Setting the remuneration of the members of the Supervisory Board of NPT Co. Transelectrica S.A., in the amount of 28,223 RON gross/month."

Additional item for which we are sending you the following draft resolution:

Regarding item 2 on the agenda, by _____votes **For** representing _____% of the total number of votes cast, by _____ of votes **Against** representing _____% of the total number of votes cast and by _____ of votes **Abstention, it approves/does not approve** the establishment of the remuneration of the members of the Supervisory Board of the Company in the amount of **28,223 RON** gross/month.

"3. The approval of the form of the mandate contract that will be concluded with the members of the Supervisory Board of NPT Co. Transelectrica and the empowerment of the person representing the Government's General Secretariat, the majority shareholder, in the Shareholders' Ordinary General Assembly in order to sign in the name of the Company the mandate contracts with the persons appointed as members of the Supervisory Board."

Additional item for which we are sending you the following draft resolution:

” Regarding item **3** on the agenda, by ____ votes **For** representing ____% of the total number of votes cast, by ____ of votes **Against** representing ____% of the total number of votes cast and by ____ of votes **Abstention, it approves/does not approve** the form of the mandate contract that will be concluded with the members of the Supervisory Board as being the one which is in accordance with the model of mandate contract submitted through the letter of the Government’s General Secretariat no. ____/____ and the representative of the Government’s General Secretariat is empowered in the Shareholders’ Ordinary General Assembly to sign in the name of the Company the mandate contracts with the persons appointed as members of the Supervisory Board.”

The Government’s General Secretariat makes the following proposals regarding the candidates for the positions of members of the Supervisory Board:

NO.	NAME AND SURNAME	RESIDENCY IN	PROFESSIONAL QUALIFICATION
1.	PĂUN Costin-Mihai	Bucharest	Engineer
2.	ATANASIU Teodor	Bucharest	Engineer
3.	VASILESCU Alexandru-Cristian	Fetești city, Ialomița county	Engineer
4.	ZEZEANU Luminița	Bucharest	Economist
5.	DASCĂL Cătălin-Andrei	Bucharest	Legal Proffesional
6.	ORLANDEA Dumitru-Virgil	Săliște town, Sibiu county	Teacher
7.	RUSU Rareș Stelian	Cluj-Napoca city, Cluj county	Legal Proffesional

Based on those mentioned above, we request that you shall take all measures to give access to the shareholders to all the materials necessary in order to take some decisions, in accordance with what was requested and submitted, by covering the publication procedure in accordance with the regulations in force on the capital market.

We attach: the Mandate Contract draft.

Sincerely,

MANDATE CONTRACT

In order to apply the provisions of:

- **G.E.O. no. 109/2011** on the corporative governance of public enterprises approved by Law no. 111/2016, with later amendments and additions, hereinafter called the **G.E.O. no. 109/2011**;
- **Governmental Ordinance no. 639/2023** on approving the Methodological norms to apply G.E.O. No.109/2011 on the corporative governance of public enterprises hereinafter called **Methodological Norms – Annex 1** - methodological norms from July 27, 2023 on establishing the selection criteria for the members of the supervisory/ administrative boards of public enterprises, on drawing up the short list for each position, their ranking, the procedure regarding the final appointments as well as the setting of other measures necessary to implement the provisions of G.E.O. No. 109/2011 on the corporative governance of public enterprises and **Annex 2** - methodological norms from July 27, 2023 on establishing the financial and non – financial performance indicators and the variable component of the remuneration of members of administrative/supervisory boards of public enterprises, namely of the members of the directorate, hereinafter called **Methodological Norms**;
- **The Corporations Law no. 31/1990** republished, with amendments and additions, hereinafter called **Law no. 31/1990**;
- Art. 1913 -1919, art. 1924, as well as articles. 2009-2042 of Law no. 287/2009 on Civil Code, with amendments and additions;
- The Articles of Associations of the National Power Transmission Company Transelectrica, managed under two tier system, hereinafter called **The Articles of Associations**;

Taking also into consideration the provisions of the specific legal framework applicable to the Company as an issuer of securities listed on the Bucharest Stock Exchange (,BVB') in the Premium category and as a system and transmission operator in the field of electric energy, namely the provisions of:

- Law no. 24/2017 on issuers of financial instruments and market operations, republished, with amendments and additions, the regulations issued by the Financial Supervisory Authority in applying this law and the other subsequent regulations, as well as the regulations issued by the BVB,
- Electricity and natural gas law no. 123/2012, with amendments and additions,

Taking into consideration and the provisions of:

- Government Ordinance no. 26/2013 regarding the strengthening of the financial discipline at the level of some economic operators where the State or the administrative – territorial units are the sole or majority shareholders or they hold directly or indirectly a majority stake, with subsequent amendments and additions,
- Memorandum on the subject: *Corporate governance of public enterprises. Measures regarding the negotiation of the mandate contracts of the members of administrative boards or, as the case may be, the supervisory board and the directorate of public enterprises, under the aspect of arbitration clauses (compromises)* approved by The Government of Romania in the meeting on 04.01.2024.

Following and based on the appointment by the Shareholders' General Assembly (,A.G.A.") through **A.G.A Decision no. ____/____** of Mr./Mrs. _____ as member of the Supervisory Board of the National Power Transmission Company Transelectrica, managed under two tier system, and of the express acceptance by Mr./Mrs. _____ of the mandate, being necessary to establish the rights and obligations of the mandator and mandatee corresponding to the exercise by the later one of the position of member of the supervisory board, this mandate contract is concluded according to the following.

Art.1 Contract Parties

National Power Transmission Company Transelectrica SA, public enterprise, company managed under two-tier system, with headquarters in Bucharest 3 district, Olteni Street no. 2-4, registered under no. J40/____/2000, with the National Office of the Commercial Register, single (fiscal) registration code _____, hereinafter called "**the Company**", represented by Shareholders' general assembly which appointed by **A.G.A Decision no. ____/____** Mr./Mrs. _____ to sign in the name of the Company the present contract in the form and content approved by **A.G.A Decision no. ____/____**, as **Mandator**,
And

_____, Romanian citizen, born on _____ in _____, residing in _____, with the mailing address declared in _____, personal identification number _____ appointed as Member of the Supervisory Board of the Company („the Board”) in accordance with the Decision of A.G.A. no. ____/____, hereinafter referred to as „**Administrator**”, who took note of the form and content of the contract approved by A.G.A. Decision no. ____/____ and has expressly accepted the mandate under these contractual conditions, as **Mandatee**.

Art. 2 Mandate duration

2.1 The Mandate duration is **4 (four) years** starting on _____, namely until the date of _____.

2.2 The Mandate can be renewed once by applying the conditions and in accordance with the procedure established by law. \.

Art. 3 Definitions

In the present mandate contract, the phrases below will have the following meaning:

- a. **Articles of Associations – Articles of Associations** of the Company (hereinafter the Company), approved by Shareholders' General Assembly of the Company as it is in force at the date of the present Mandate Contract or as it may be changed/added/rephrased by the decision of Shareholders' (Extraordinary) General Assembly;
- b. **The applicable legal framework** – the set of legal Romanian norms contained in G.E.O. no. 109/2011 with later amendments and additions, Corporations Law no. 31/1990 republished, with amendments and additions, Law no. 24/2017 on issuers of financial instruments and market operations, republished, with amendments and additions, Civil Code with later amendments and additions, Fiscal Code with amendments and additions, as well as other legislation (e.g.: laws, regulations, decrees and any other applicable regulatory acts issued by national, international, regional, local or other government authorities), related to this Mandate Contract, applicable to the Parties;
- c. **Conflict of interests** – any situations or circumstances determined/determinable according to the applicable legal framework, the Organizational and Functioning Regulations of the Company (“ROF of the Company”) and the Organizational and Functioning Regulations of the Supervisory Board (“ROF of the SB”) when the personal interest of the Mandatee goes directly or indirectly against the interest of the Company and thus it affects or could affect his independence and impartiality in making business decisions or in fulfilling objectively and in time his duties in exercising his mandate for the company;
- d. **Privileged information** – information of a precise nature which has not been made public, which refers

directly or indirectly to one or more issuers or to one or more financial instruments, and which if it would be made public it could have a significant impact on the price of those financial instruments or on the price of the derived financial instruments with which it is connected;

- e. **Confidential information** – meaning that it includes any information which is not public regarding the economic activity of the Company, according to (i) laws, (ii) the decisions of the Shareholders' General Assembly,
- (iii) The resolutions of the Supervisory Board and (iv) internal regulations of the Company.
The confidential information refers to, without limiting to these:
 - Contractual expressions and any information regarding the business partners, clients, investors or providers of the Company as well as the conditions on which the Company develops its economic activity with each of these people;
 - Computer programmes, algorithms, techniques or procedures used by the Company;
 - Information regarding the Company's future plans, without limiting itself to these, including expansion plans to geographical areas, market segments or services;
 - Marketing strategies, developed, investigated, acquired (from a third party or otherwise) or used by the company;
 - Any other information acquired by the Mandatee during the exercise of his mandate which could reasonably be considered to reflect vulnerabilities of the Company.
- f. **Impossibility of exercising the mandate/legal impediment** – (i) any circumstances that creates an unavailability with a duration larger than or equal to 90 consecutive calendar days, depriving the member of the Supervisory Board of the possibility to fulfill his duties personally or by representation, except the cases provided by law (ii) prevented arrest, (iii) execution of a custodial sentence, (iv) annulment of the decision of the shareholders' general (ordinary) assembly of the Company to appoint the member of the Supervisory Board;
- g. **The remuneration suitable for the member of the Supervisory Board** – The remuneration of the Supervisory Board members is established by the shareholders' general assembly in the structure and limits foreseen at para.(2) and (4) of art. 37 from G.E.O. no. 109/2011 with later amendments and additions.
- h. **Major force** – means any unforeseeable, absolutely invincible and unavoidable external event which could not be foreseen at the time of concluding this Mandate Contract and which makes impossible the execution and therefore the fulfillment of the Mandate Contract; such events are considered to be: wars, revolutions, fires, floods or any other natural catastrophes, restrictions arising as a result of a quarantine, embargo, the enumeration not being exhaustive but enunciative. An event similar to the above ones which, without creating an impossibility of execution, makes the execution of the obligations of one of the parties extremely expensive is not considered major force.
- i. **Business decision** – means any decision to take or not to take certain measures regarding the administration of the Company;
- j. **Fortuitous event** – means any event that could not be foreseen by the Mandatee nor prevented from happening by him; the change of the legal regulatory framework and of the fiscal system in Romania existing when signing the present contract are assimilated to the fortuitous event;
- k. **Financial and non – financial performance indicators** – the performance indicators negotiated and approved by the shareholders' general assembly, different from the ones approved for the members of the Directorate, established through addendum to the Mandate Contract.

Art. 4 The subject of the mandate contract

4.1 Through the present mandate contract the management of the Company is given to the Administrator in accordance with the position of Member of the Supervisory Board having the duties, abilities and responsibilities established by law and by the Articles of Associations.

4.2 The obligations of the administrator are regulated by law, the way this could be changed during the mandate contract, including by the legislation applicable to public enterprises, the provisions of the Articles of Associations and those of the present Mandate Contract. In order to achieve the subject of the mandate contract, the Administrator will perform, within the limits of the duties and abilities of a member of the Board, all the necessary deeds for the administration of the Company in the interest of the Company and for the fulfillment of the Company's object of activity, he will exercise the mandate with loyalty in the interest of the Company, with the prudence and diligence of a good administrator.

Art.5 Administrator's rights and obligations

5.1 Administrator's rights

5.1.1 The administrator has the right to cash a remuneration consisting in a fixed monthly allowance.

5.1.2 The administrator has the right to benefit from an insurance contract for civil professional liability concluded by the Company. The payment of the premiums related to this insurance is made by the Company and will not be deducted from the remuneration due to Administrator.

5.1.3 During and for the execution of the mandate, the administrator has the right to be provided by the Company with a laptop or tablet, secure VPN connection, data subscription and e-mail access in the Company's network using own e-mail address.

5.1.4 Administrator has the right to the payment of compensation in case of revocation of mandate without just cause. By reference to art. 9.5 it represents „just cause” within the meaning of this article, the specification not being limitative, the non – fulfillment by the Administrator or the improper fulfillment of any legal obligation or obligations stipulated in this contract and the unjustified refusal to conclude addendums to this contract through which there are established changes made by the effect of law. Also, the revocation takes place with „just cause” when the key performance indicators are not met at the minimum level approved by the Shareholders' General Assembly, as well as in the situation when the Administrator refuses to assume the key performance indicators and their fulfillment at minimum level approved by the Shareholders' General Assembly, refusing to properly conclude an addendum to the mandate contract.

Under the supposition that the revocation of the administrator is without just cause:

a) The administrator will have the right to receive from the Company a compensation equivalent to maximum 24 fixed monthly net allowances if the revocation without just cause occurs during the first 2 years of mandate;

b) If the revocation without just cause occurs in the last 2 years of mandate, the Company will pay to the Administrator a compensation equivalent to the number of months remaining until the end of the mandate.

c) The payment of this amount as compensation is made by the Company within a maximum of 60 calendar days from the date of adopting the revocation resolution of the shareholders' general assembly, if the resolution is not contested. The Administrator agrees and accepts that this indemnification is the only indemnification of the Administrator in the event his revocation is without just cause.

5.1.5 In case the administrator contests in court the revocation resolution issued by the Company, the appellant declares that he definitively and irrevocably waives any interest and penalties related to the claimed main right, except for legal expenses.

5.1.6 Administrator has the right to have access to any information related to the Company, complying the obligation of confidentiality and the provisions related to the secret of work, namely classified national information.

5.1.7 The administrator can profit together with other administrators, under the provisions of law, of professional assistance in order to motivate/substantiate the decisions taken within the board, with the approval of A.G.A.

5.1.8 The administrator has the right to have the costs related to the execution of the mandate reimbursed based on justifying documents but without limiting to this: accommodation costs, food, transport, participation fees for courses, seminars and any other types of expenses related to the execution of the mandate, regardless if they were caused by traveling in the country or above. (All these expenses will be reimbursed within the limits set on the level of the Company). The Company will reimburse to the administrator the costs mentioned above once a month, on the tenth day of the month for the previous month. Accommodation costs will be reimbursed for a number of days equal with that of the days of the respective meeting.

5.9 The administrator is entitled to the same compensation and benefits package, including medical services and/or medical insurance, contracted by the Company for employees (if the case).

5.10. In exceptional cases, when the interest of the Company requires it, he may request that the shareholders' general assembly to take place.

5.2 The obligations of the administrator

5.2.1 The administrator must make a proposal for the administration component of the administration plan, in order to achieve the financial and non- financial performance indicators within the timeframe provided by art. 30 para. (1) of G.E.O. no. 109/2011, as well as to analyze and approve the administration plan completed with the management component under the conditions and within the timeframe provided by law.

5.2.2 The administrator must negotiate the key performance indicators (AGA) under the terms of law within the timeframe provided by art. 30 para. (4) of G.E.O. no. 109/2011;

5.2.3 The administrator must fulfill the objectives and the key performance indicators provided in the Annex to contract.

5.2.4 The administrator must bring contribution to the drafting of the budget of the public enterprise and as the case may be, the activity schedule for the next financial year.

5.2.5 The administrator must prepare and take part in the meetings of the Board as well as in one or more advisory committees established at the level of the Board.

5.2.6 In the event of appointment to the position of chairman of the Supervisory Board, the member of the Supervisory Board also has the duties corresponding to this position, set in the Company's Articles of Associations, the Organizational and Functioning Regulation of the Supervisory Board, as well as in the applicable legal provisions.

5.2.7 The administrator must attend the meetings of the shareholders' general assembly.

5.2.8 The administrator must represent the Company in the situations foreseen by law and as the case may be, on the premises when this quality has been given specifically.

5.2.9 The administrator must take part in the preparation and transmission to the public tutelary authorities, the Agency for Monitoring and Evaluation of the Performance of Public Enterprises (AMEPIP), the Ministry of Finance and other authorities, of the reports foreseen by law, of the reports on the Company's activity and the status of the achievement of the fulfillment of key performance indicators in the mandate contract, as well as, if the case, the information related to the mandate contracts of the members of the Company's Directorate.

5.2.10 The administrator must make proposals regarding the development strategy of the Company.

5.2.11 The administrator must take part in the selection, appointment and revocation of the members of the Directorate, the assessment of activity and the approval of their remuneration.

5.2.12 The administrator must approve the recruitment and dismissal if the case of the head of the internal audit and to receive from him, whenever requested, reports on the Company's activity.

5.2.13 The administrator must check the functioning of the internal managerial control systems;

5.2.14 The administrator must notify conflicts of interest and incompatibilities for the members of the administrative and management bodies or for the staff of the public enterprise.

5.2.15 The administrator must declare according to the legislation in force and to the code of ethics the existence of any conflicts of interest and incompatibilities. In situations of conflict of interest, the administrator has the obligation to refrain from participating in the decision –making process within the Board/advisory committees/in exercising the administration duties.

5.2.16 Administrator is responsible for the obligation of information provided by art. 153¹⁷ of Law no. 31/1990 in conjunction with art. 33 of G.E.O. no. 109/2011.

5.2.17 The administrator must exercise the mandate with loyalty, prudence and the diligence of a good administrator in the exclusive interest of the Company.

5.2.18 The administrator must comply with the legal and statutory provisions regarding crediting and concluding legal acts with the public enterprise.

5.2.19 To attend at least one professional training program in the field of corporate governance, as well as in any other relevant fields for the public enterprise, according to the applicable legal framework, with the approval of the AGA.

5.2.20 The administrator must show diligence regarding the receipt, possession and delivery of information (including of documents) owned by the Company using for these purposes exclusively technical means and electronic ones or physical means of communications or storage owned or under the control of the Company (laptop/tablet, e-mail, other communications applications, physical storage media, etc). In applying the present contractual clause the administrator must comply with the specific internal regulations with the object of information security. The obligations set by this contractual clause are part of the confidentiality obligations assumed by the Administrator in this contract.

5.2.21 The administrator together with the other members of the Supervisory Board must ask for the shareholders' general assembly to gather in a meeting to approve any transaction if it has, individually or in a series of concluded transactions, a value higher than 10% of the value of net assets of the Company or higher than 10% of the turnover of the Company according to the last audited financial statements with the members of the Supervisory Board or with the members of the Directorate, with the employees, with the shareholders who have control over the company or with a company controlled by them, such as and with the husband or wife, relatives up to the fourth degree including of the mentioned persons.

5.2.22 The administrator together with the other members of the Supervisory Board must inform the shareholders in the first shareholders' general assembly that takes place after the signing of the legal document, about any transaction concluded by the Company with: a) persons foreseen at point 5.2.21, if the value of the transaction is below the level of 10% of the value of net assets of the Company or lower than 10% from the turnover of the Company according to the last audited financial statements; b) another company or with the public tutelary authority if the transaction has, individually or in a series of concluded transactions, a value of at least the equivalent in RON of 100,000 EURO.

5.2.23 To make available to the Company, in the form and the time specified by it, the documents and information requested by the Company in order to perform different legal or statutory obligations regarding the Administrator.

5.2.24 Not to make unauthorized remarks related to the litigations which are under the court of law and in which the Company – is a Party.

5.2.25 Not to give advice and assistance to natural or legal persons in order to promote legal actions or actions of any other nature against the Company.

5.2.26 The administrator takes responsibility over the conditions of achieving the ORNISS certificate at the level requested by the Company (Law no. 182/2002 on the protection of classified information, of the National Standards for the protection of classified information in Romania, approved by G.D. no. 585/220, and the Norms regarding the protection of classified information of the North Atlantic Treaty Organization in Romania, approved by Government Decision no. 353/2002).

5.2.27 To comply with the non-competition obligations set out in annex no.1 to the Contract..

5.2.28 The administrator has any other obligations foreseen by law, by the Articles of Association and by the regulations taken at the level of the Company.

Art.6. Rights and obligations of the Company

6.1 Rights of the Company

6.1.1 The Company has the right to ask and to receive from the Administrator the information, reports and other documents regarding the fulfilment of the mandate contract.

6.1.2 The Company has the right to negotiate the key performance indicators and to end the negotiation in the time provided by law.

6.1.3 The Company has the right to assess the activity based on approved key performance indicators, annex to the contract.

6.1.4 The Company has the right to promote the liability action and the compensation action for the damages caused to the Company by the Administrator by violating the duties foreseen by the law and by the Articles of Association.

6.1.5 The Company has any other rights provided by law, the article of association and internal regulations taken at the level of the Company.

6.1.6. The Company has the right to request in writing any information regarding the activity of the members of the Supervisory Board and to receive answer within maximum 10 calendar days from the request.

6.2 Obligations of the Company

6.2.1 The Company must pay the remuneration to the Administrator under the conditions set by the present contract.

6.2.2 The Company must cover the costs with the professional liability insurance of the Administrator.

6.2.3 During and for the execution of the mandate, the Company must provide the Administrator with a laptop or tablet, secure VPN connection, data subscription and e-mail access in the Company's network using own e-mail address.

6.2.4 To give to the Administrator full liberty in his supervision of Directorate activities and also when exercising all other competencies of the mandate, the only limitations being those provided in the legislation, the Articles of Association of the Mandator, in the decisions of the Shareholders' general assembly and in this Contract.

Art.7. Parties' liabilities

7.1 The non-fulfillment and/or the improper fulfilment of the obligations assumed by any of the signing party of this contract attracts the liability of the party at fault.

7.2 The administrator is responsible for the culpable failure to comply with: (i) the obligation to achieve the Administration Plan, in order to achieve the objectives included in it and to fulfill the financial and non – financial performance indicators, (ii) the provisions of this Mandate Contract, (iii) the provisions of the resolutions taken by the Shareholders' general assembly of the Company and (iv) the provisions of the Articles of Association

7.3 The administrator does not violate the obligation of diligence and prudence and will not be liable if, at the time of making a business decision, he is reasonably entitled to consider that he is acting in the interest of the Company and based on proper information.

7.4 The administrator is responsible for the any damage suffered by the Company due to his culpable non-fulfillment of the duties and obligations foreseen in this mandate contract, Articles of Association, the

resolutions of Shareholders' general assembly, SB RO or the legal framework, in compliance with the applicable legal provisions.

Art.8. The Board and the Administrator's duties in managing the Company

8.1 The Board has the task to supervise and permanent control on the company's leadership by the Directorate, it represents the company in relations with the Directorate and fulfills the duties foreseen by law and by the Articles of Association.

8.2 In the meaning of those mentioned in clause 8.1 above, the Board of which the administrator is part of has the following duties:

- a) exercises permanent control over the company's leadership by the Directorate;
- b) appoints and revokes the Directorate members;
- c) checks the compliance with the law, with the Articles of Association and with the resolutions of Shareholders' general assembly of the management operations of the company;
- d) reports to Shareholders' general assembly regarding the supervision activity carried on.
- e) Supervise the activity and monitor the applicable conditions from the view of the Company's certification as a system and transmission operator and of holding the quality of issuer of securities at BVB Premium category;
- e) approves the development strategy of the Company and the establishment of the main paths for activity and development;
- f) checks and approves the accounting policies and the financial control system of the company, as well as the approval of financial planning;
- g) supervises the operation of prudent and efficient control systems, which shall allow the assessment and management of risks at the level of the Company;
- h) fulfills the obligations foreseen by law on recruitment, appointment, evaluation and as the case may be, the revocation of the members of the Company's Directorate;
- i) supervises and assesses the activity of the members of the Company's Directorate both on the performance of mandate contract and on the compliance and performance of the management component from the administration plan;
- j) sets and approves the remuneration of Directorate members;
- k) makes sure that the Company fulfills the legal and contractual obligations;
- l) makes and submits the reports foreseen by the legislation of public enterprises;
- m) approves the Organizational and Functioning Regulation of the Directorate and any other change of it;
- n) approves the Organizational and Functioning Regulation of the Supervisory Board.
- o) approves the contracts, credit and different operations at the Company's level in accordance with the limits of competences set by the Articles of Association or the resolutions of Shareholders' general assembly;

Art.9. Conditions to change, terminate and renew the mandate

9.1 The present contract changes only by the Parties' agreement given in an addendum concluded in compliance with the conditions of substance and form provided by the law at its conclusion or, as the case, as a result of subsequent legislative changes likely to affect the contractual provisions.

9.2 Changing the contract in order to include clauses regarding the approved key performance indicators under the conditions of G.E.O. no.109/2011 shall be made under the conditions foreseen by the law.

9.3 This Contract ends:

- a) upon the expiration of the time period for which it was concluded, if it was not renewed under the conditions foreseen by the law;

- b) by the Administrator giving up the entrusted mandate with a notice of 35 calendar days from notifying the Company;
 - c) by the Administrator's death;
 - d) as a result of non –fulfillment of performance indicators within the mandate contract for reasons attributable to the Administrator ;
 - e) by starting the procedure of general insolvency or bankruptcy of the Company;
 - f) by the Administrator's violation of the legal provisions regarding the conflicts of interest, incompatibilities, including the integrity criteria foreseen in the Company's Code of Ethics, as well as the non-competition obligations;
 - g) by the violation of the confidentiality obligations regarding any financial and/or commercial information qualified as confidential or privileged according to legal norms or contractual obligations assumed by the Company ;
 - h) by full legal termination in the cases provided by law, including in the case of liability action against the members of the Board, as well as in the case of prosecution for the commission of one of the crimes foreseen for at art. 6 para. (1) of Corporations Law 31/1990.
 - i) by the withdrawing/not granting the ORNISS authorization;
 - j) by the impossibility of exercising the mandate/legal impediment – any occurrence that creates an unavailability bigger than 90 consecutive calendar days, depriving the member of the Supervisory Board of the possibility to fulfill his duties, personally or through representation;
- If the Administrator is Definitively Unable to Exercise the Mandate/Legal Impediment, the termination will have effect starting from the expiry of the period of 90 consecutive calendar days of incapacity.

9.4 The Administrator's Mandate can be renewed after an assessment process foreseen by G.E.O. no. 109/2011 and by the Methodological norms.

9.5 If the Administrator is dismissed with just cause he is not entitled to receive compensation from the Company. To avoid any misunderstandings, in the meaning of this article, the specification not being limiting, „just cause” represents the non-fulfillment or improper fulfillment by the Administrator of any legal obligation or obligation mentioned in this contract and the unjustified refusal to conclude addendums to this contract, addendums that set the changes given by the effect of the law.

Art.10. Performance objectives and key performance indicators as well as their revising conditions

10.1 The objectives and key performance indicators approved by AMEPIP, will be established according to the law.

10.2 The revising conditions of objectives and key performance indicators are those provided by G.E.O. no..109/2011 and the subsequent normative documents which are mandatory for the Parties.

Art.11. Integrity and ethics criteria

11.1 The Administrator shall comply with the legal provisions, the provisions of the Articles of Association and the internal regulations of the Company regarding the conflict of interest, incompatibilities, including the integrity criteria foreseen in the Company's Code of Ethics.

11.2 The Administrator must keep the confidentiality of any financial, technical or/and commercial information qualified as confidential or privileged according to the legal norms or the contractual obligations assumed by the Company.

Art.12. The remuneration of the Administrator

12.1 The administrator, as Supervisory Board member benefits from a fixed monthly indemnification established by the Shareholders' general assembly under the provisions of law.

12.2 The fixed indemnification owed to the administrator during his mandate of Board member is in quantum of 28,223 RON gross / month.

12.3 The payment of the fixed indemnification will be made monthly by the Company until the date of 10 of the following month for which the payment is made.

Art.13. Confidentiality clauses during and after the exercise of the mandate

13.1 The phrase confidential information means that it includes any information which is not public regarding the Company's activity. Without limiting to the above, confidential information include:

- a) the contractual terms and any information regarding the Company's business partners, clients, agents, employees, entrepreneurs, investors or suppliers, as well as the conditions under which the Company conducts economic activities with each of these persons;;
- b) information regarding the future plans of the Company, including, but not limited to, expansion plans to geographical areas, market segments or services, any information that could be included in the usual way in the financial statements of the Company, including, but not limited to, the sum of the assets, liabilities, net worth, revenues, expenses or net income of the Company, except for those information whose disclosure is authorized according to the internal regulations of the Company;
- c) any other information acquired by the Administrator during the exercise of his mandate of which it could be reasonably considered that it reflects the vulnerabilities of the Company;
- d) any information received by the Company from third parties who also have the obligation of confidentiality, the existence of which is notified by the Company;
- e) any information arising from all above and
- f) any copies of all information above –mentioned, except the situations when the copies are requested by a court of law or by any other public authority under the conditions provided by law.

13.2 Use and disclosure of confidential information

13.2.1 The Administrator admits that he acquired and/or will acquire confidential information during or in relation to the exercise of the mandate within the Company and that the use of such confidential information regardless of purpose, by himself or by other people, would harm the Company including by violating some legal obligations of the Company. Therefore the Administrator accepts that directly or indirectly, at any time, during the contract concluded with the Company or at any time after its termination, and regardless of when and for what reason this contract will terminate, he will not use or cause the use of any confidential information in connection with any activities or business, except the public economic activity of the Company, and will not disclose or cause to be disclosed any confidential information to any individual, company, association, group or any other entity, unless such disclosure has been authorized in specifically in writing by the Company, or unless required by any applicable law, or ordered by the decision of a competent court or arbitral tribunal or by any public authority authorized by law to receive such information.

13.2.2 Additionally, the Administrator has taken responsibility to shortly notify the Company regarding any act of a court or arbitral tribunal or of any public authority, of the nature of those mentioned in the previous paragraph, so that the Company can take under the conditions foreseen by law, protective measures or any other proper solution and will continue to provide any assistance that the Company can reasonably request to ensure such solutions and measures, in the case when the protective measures mentioned in the previous paragraph are not enough, the Administrator will provide only that part of the confidential information which is legally requested by the public authority and will make all the reasonable and legally efforts to obtain the confidential treatment of any confidential information so disclosed.

13.3 Using and disclosing information about third parties

13.3.1 The Administrator understands that the Company receives some information from third parties and

the Company must treat them as confidential information and use them only in limited purposes („information in relation with third parties ”).

13.3.2 The Administrator accepts that directly or indirectly, at any time, during the contract concluded with the Company or at any time after its termination, and regardless of when and for what reason this contract will terminate, he will not use or cause the use of any information about third parties, except the cases when this is allowed through a written agreement between the Company and that third party and except the case when it is requested by any applicable law or ordered by the decision of a competent court or arbitral tribunal or by any public authority authorized by law to receive such information. Additionally, the Administrator has taken responsibility to shortly notify the Company regarding any act of a court or arbitral tribunal or of any public authority, of the nature of those mentioned in the previous paragraph, so that the Company can take under the conditions foreseen by law, protective measures or any other proper solution. If the the protective measures mentioned in the previous paragraph are not enough, the Administrator will provide only that part of the Information about third parties as it is requested legally.

13.4 Protection of commercial secrets. The provisions of this contract will not involve and will not affect in no way the rights of the Company to protect its commercial secrets in any manner provided by law.

13.5 Time extension for the compliance with confidentiality obligations. The confidentiality obligations of the Administrator based on this contract remain applicable even after its termination regardless of the reasons and will produce effects for an unlimited period of time.

Art.14 Method of assessment for the Administrators

14.1 Performing this mandate contracts is subject to the assessment under the law according to the following types of assessment:

- a) assessment of the Board’s own performance;
- b) assessment of the Administrator’s activity, performed by the Shareholders’ general assembly or by the public tutelary authority;
- c) assessment by AMEPIP has fulfilled the key performance indicators.

Art.15 Participation in specialized advisory committees, established at the level of the council according to the law, as well as in other committees, depending on the specifics of the public enterprise

15.1 The nomination and remuneration committee, the risk management committee and the audit committee are mandatorily constituted according to the law within the Board. Through the Articles of Association of the Company it can be established the possibility to set other advosory committees.

15.2 In 10 calendar days from the nomination date, the Board has the obligations to form the committees mentioned at clause 15.1 above.

Art.16 Clauses regarding the independence of the Administrator

16.1 By reference to the provisions of art. 1382 of Law no. 31/1990 and of the BVB Corporate Governance Code, the Administrator declares on his own responsibility at the date of signing this contract that, according to the legal provisions, **he is/is not** an independent administrator.

16.2 In the event of a change, during the mandate, of the status declared according to clause 16.1 above, the Administrator undertakes to notify the Company within 3 calendar days of the change.

Art.17. Major force and fortuitous case

17.1 The parties undertake to notify each other, in writing, within no more than 5 (five) days after the intervention of any cause of force majeure or fortuitous event, as defined by Law no. 287/2009 on the

Civil Code, republished, with subsequent amendments and additions, and, in general, to inform each other in a timely manner about any impediments that may lead to difficulties in achieving the object of this contract.

17.2 If the party invoking major force or fortuitous event did not comply with the notification obligation or the deadline provided for in 16.1, then the party will not be exempted from liability.

17.3 In case of major force or fortuitous event, the parties will make joint efforts in order to reduce the possible damages that would result from the intervention of such a cause.

Art.18 Method of settling disputes

18.1 The present contract is governed by good faith and interpreted in accordance with the provisions of Romanian law.

18.2 Any dispute arising between the Parties regarding the conclusion, execution, amendment, termination or interpretation of this Mandate Contract that can not be settled amiably will be referred to the competent law courts from Romania for settlement.

Art.19 Other clauses

19.1 The Administrator agrees with the processing by the Company, if necessary, of the personal data provided by the Administrator and/or obtained from third parties, including, but not limited to, the personal numerical code and other personal identification data, in the purpose of carrying out legal relations directly or indirectly related to this contract between the Company and third parties, as well as for statistical or marketing purposes.

By this agreement the Administrator declares that he has been informed about the provisions of Law no. 677/2001 for the protection of individuals with regard to the processing of personal data and the free movement of such data, in particular with regard to the right of access to data, the right to intervene on data and the right to opposition. The administrator declares that, at the end of the processing operations, he agrees that his personal data will be subject to further processing by the Company, shareholders and, if necessary, other public authorities. The administrator declares that he has been informed about the fact that he has the right to withdraw his consent at any time regarding the processing of personal data, their use for statistical or marketing purposes, their transfer abroad as well as the receipt of commercial communications, through a request written to the Society.

19.2 The administrator can not conclude a labor contract with the Company.

19.3 Notifications

19.3.1 All notifications/requests/communication regarding this contract asked by a Party to the other shall be considered valid fulfilled if they are delivered to the last one of the parties through recommended post office letter or e-mail/fax, with a confirmation on receipt on the addresses foreseen on art.1 in this contract or to the addresses that will be later declared by any of the Parties.

19.3.2 If a Party changes the correspondence coordinates mentioned at art1 in this contract, the party has the obligation to communicate the new coordinates to the other party within 5 (five) working days. The omission to communicate does not engage the liability of the party that uses the coordinates mentioned in the contract or the last ones notified and the notifications to that coordinates are valid.

19.4 The professional liability insurance policy covering the risks related to the execution of the Administrator's mandate will be contracted and paid by the Company under the terms of public procurement legislation. The insured value is established by the tutelary public authority, and the policy conditions will be established by the Company.

19.5 This contract is not a labor contract and does it is not governed by the labor legislation.

19.6 If certain clauses from this contract are unproductive from a legal point of view, the validity of the other provisions of this contract will not be affected. In such situations the parties will renegotiate in good faith any clause that has become legally unproductive, adding the renegotiated clause to the provisions of this contract.

19.7 If anytime during this contract one of the party does not insist specifically to impose a certain provision of the contract, it does not mean that the party has given up to this kind of provisions or that it has given up the right to impose such provisions.

19.8 The legal applicable framework of this contract is applied by law and produces effects by law without any other prior formalities on the part of the parties.

19.9 The Administrator declares that he acknowledges prior to the nomination by the Shareholders' General Assembly and to the acceptance of mandate, the clauses of this contract and of the Articles of Association of the Company, that he understands their phrases and that he accepts them entirely.

19.10 The Administrator declares that he acknowledges prior to the nomination by the Shareholders' General Assembly and to the acceptance of mandate, the specific obligations provided for in his task, the specific legal framework applicable to the Company, and he accepts, understands and firmly commits to comply with the confidentiality and loyalty obligations.

19.11 The administrator declares that he is not found in any of the incompatibility or competitive circumstances provided by law, he has full capacity to exercise in order to conclude this contract and to perform the obligations foreseen by it and in accordance with its provisions and with the legal applicable framework he fulfills the requirements foreseen by law and in the Articles of Association of the Company to hold the position of Administrator within the Board.

The Annex 1 is integrant part of this Contract.

Therefore we have concluded the present Mandate Contract today _____, at _____, in 2 (two) original exemplary, the parties declaring that they have each received one exemplary when signing this contract.

**National Power Transmission Company
Transelectrica SA**

**ADMINISTRATOR
Mr./Mrs.**

Through:.....mandated,
Through Resolution no. of
Shareholders' General Ordinary Assembly

NON- COMPETE OBLIGATIONS

Non - compete

During the exercise of his mandate in the *Company*, the Administrator directly or indirectly agrees to and obliges himself to:

- a) not engage in any activity or business which is in competition with or similar with the main activity of the *Company*;
- b) not to assist in any way any person who's activities are in competition with or harm in any other way the commercial activities of the *Company*;

The non – compete obligation produces effects on the territory of Romania as well as in the countries where the *Company* operates or has the intention to operate.

Refraining from the request for services

During the exercise of his mandate in the *Company*, the Administrator, directly or indirectly, with or without a commission, will not:

- a) determine or attempt to determine any employee, consultant, supplier, buyer or independent contractor of the company to terminate his relationship with the *Company*;
- b) use, retain as a consultant or contractor, or determine the hiring or retention of any employee, hiring/entering into the a contractual relationship with any agent, consultant, service provider or product provider, buyer or independent contractor of the *Company*, so that the action can cause damage to the *Company*.

Breach of non – compete obligations

Any violation of the obligations contained in this Annex by the Administrator entitles the *Company* to request compensation from him for damages caused to the *Company*.

National Power Transmission Company
Transelectrica SA

Through:.....mandated,
Through Resolution no. of
Shareholders' General Ordinary Assembly

ADMINISTRATOR
Mr./Mrs.