

MANDATE CONTRACT

This mandate contract (hereinafter called “**Contract**”) has been signed on [●], by and between:

- (1) The National Power Grid Company TRANSELECTRICA SA, managed under two-tier system, seated in Bucharest 1, Blvd. General Gheorghe Magheru 33, recorded in the Trade Register under no. J40/8060/2000, CUI 13328043, represented by (hereinafter called “**Company**”); and
- (2) **Mr. / Mrs. [●]**, citizenship [●], born on [●], in [●], County [●], domiciled in [●], Str. [●] no. [●], bl. [●], en. [●], fl. [●], app. [●], identified by identity card series [●] no. [●], issued by [●] on [●], personal numerical code (CNP) [●] (hereinafter called “**Supervisory Board member / Mandatee**”),

(The Company and the Mandatee are together called **Parties** and individually a **Party**).

WHEREAS:

- (A) Governmental Decision 627/2000 on reorganising the National Electricity Company SA thus establishing the CNTEE Transelectrica SA;
- (B) Governmental Emergency Ordinance 109/2011 on the corporative governance of public enterprises, with later amendments and additions;
- (C) Governmental Decision 722/2016 approving the Methodological Norms to apply certain provisions from Governmental Emergency Ordinance 109/2011 on the corporative governance of public enterprises;
- (D) Governmental Ordinance 26/2013 on enhancing financial discipline of economic operators where the state or administrative-territorial units are single or majority shareholders or they directly or indirectly hold majority participation, with later amendments and additions;
- (E) Company law 31/1990, republished, with later amendments and additions;
- (F) Law 24/2017 regarding issuers of financial instruments and market operations, with later amendments and additions;

(G) The Articles of Association of CNTEE Transelectrica SA;

(H) Article 1913 and following, as well as article 2009 and following from Law 287/2009 on the Civil Code, with later amendments and additions;

(I) Decision no. of of the Shareholders' General Ordinary Assembly whereby the Mandatee was appointed Member in the Supervisory Board with 4 years' mandate;

(J) Decision no. of of the Shareholders' General Assembly approving the Contract between CNTEE Transelectrica SA and

NOW THEREFORE, taking into account the commitments and mutual clauses included herein the Parties agree with the following:

1. DEFINITIONS

The terms written with capital initial letter in this Contract will have the following definitions, unless a contrary intent is provided:

Applicable law means all the laws, regulations, applicable decrees and other regulatory documents issued by Romanian, international, regional, local public authorities or by other governmental authorities.

Articles of Association of the Company means the Company's articles of establishment approved by the Shareholders' General Ordinary Assembly, with later amendments.

Fortuitous case means any unpredictable and insurmountable event which makes it impossible for the Parties to continue performing their contractual obligations.

Conduct Code means the ethical and professional conduct code applicable Company-wide, with later amendments.

Company Law means Law 31/1990 on companies, with later amendments.

Confidential Information means the information described in clause 5.1 (*Confidentiality*) below.

Conflict of Interest means any circumstances or events that constitute a conflict of interests according to the applicable Law and/or according to the Company's By-laws or regulations / decisions / policies / internal codes. Such events and/or circumstances include the cases when the Mandatee's direct or indirect personal patrimonial interest is contrary or detrimental to the Company's interest, so that it influences or can impact the Mandatee's independence and impartiality when taking business decisions or in the efficient objective fulfilment of his/her Tasks or of other obligations while acting in the capacity of Mandatee.

A task has the meaning given in Clause 2 (*Contractual object*) of this Contract.

Effective Date means the day when this Contract comes in force and produces effects, namely the date when the Company's competent managerial bodies approve the Mandatee's appointment, as well as his/her remuneration according to this Contract.

Final impossibility to fulfil the mandate means any event that prevents the Mandatee to carry out his/her Tasks and other obligations for minimum 90 and maximum 180 consecutive calendar days, including without limitation the arrest the Mandatee by the competent public authorities for reasons pertaining to the Mandatee's mandate according to this Contract.

Force Major represents any external event which is unpredictable, absolutely insurmountable and unavoidable which occurs on Romania's territory and is confirmed as such by competent Romanian authorities. The Party invoking force major shall be in impossibility to fully or partially fulfil his/her total obligations according to this Contract.

Shareholders' General Assembly means the ordinary and/or extraordinary assembly of Company shareholders.

Incapacity means any illness, inability to work or any objective event, excluding Force Major or Fortuitous Cases, which prevents the Mandatee fulfilling his/her Tasks according to Contract for minimum 40 (forty) consecutive calendar days up to maximum 180 (one hundred eighty) consecutive calendar days or for maximum 180 (one hundred eighty) calendar days cumulated within 12 (twelve) months.

Internal Regulation means the regulation applicable in the Company, with later amendments and notified to the Mandatee accordingly, including any and each amendment.

Remuneration means the Fixed Gross Monthly Remuneration as defined in clause 6.1 and Annex 2 (*Remuneration of Mandatee*) to this Contract.

Signing date means the date mentioned for the first time above when the Company and the Mandatee have signed this Contract.

2. CONTRACTUAL OBJECT

The Company entrusts the Mandatee with managing the Company business, having the Tasks established in Annex 1 (*Scope of Tasks*) (**Tasks**) and other obligations mentioned in this Contract, in the Company's Articles of association, the decisions of the Shareholders' General Assembly, the Conduct Code, the Company's Internal Regulation, other internal regulations / decisions and in the applicable Law. By this contract the Mandatee agrees expressly his/her Tasks established in Annex 1 to this Contract are not exhaustively stipulated and can be added or modified any time by decisions of the Shareholders' General Assembly or by any one-sided decisions / regulations from competent bodies within the Company while observing the competence attributed and the limits established in this respect in the Articles of Association, as they will be communicated in due time to the Mandatee, observing a reasonable term according to circumstances. Moreover the Mandatee will carry out any other tasks and obligations that are implicit by the nature and responsibilities derived from his/her position within the Company. To remove any doubt the Mandatee will comply with all and any new

future obligations resulting from the Applicable Law / any other regulation / internal document which are not yet expressly regulated to the Mandatee's task in this Contract. The Mandate cannot take stand of not knowing the provisions of the Applicable Law taking into account the legal obligation of Mandatee diligence.

The Mandatee's powers are limited by this Contract, by the Company's Articles of association, the decisions of the Shareholders' General Assembly, the Conduct Code, the Internal Regulation, other internal regulations / decisions and by the Applicable Law.

3. TERM

3.1 This Contract comes in force on the Effective Date and will stay effective producing effects during 4 years, until the last day of the mandate period granted by the Shareholders' General Assembly („**Term**”), unless cancelled / terminated earlier according to its terms.

3.2 The mandate can be renewed only upon approval from the Shareholders' General Assembly in case all legal requirements are fulfilled.

3.3 When the Supervisory Board member's mandate comes to term or when a legal or conventional cause of mandate ending occurs, the contract concluded by the Parties will end.

4. PLACE AND DATE OF TASK FULFILMENT

4.1 The Mandatee will fulfil his/her Tasks and other obligations according to this Contract in the Company's headquarters. To the extent in which this is necessary the Mandatee will be asked to travel to other locations on Romanian territory. The accommodation and meal costs, travel expenses and any other costs associated to such journeys which the Mandatee is entitled to will be covered according to Company policies, namely the provisions of the Supervisory Board's Regulation of organisation and operation.

4.2 The Mandatee will fulfil his/her Tasks and other obligations with diligence and caution, in professional manner according to Romanian legislation and to the standards expected from a Supervisory Board member of the Company, in due time and within deadlines, according to the best Company interests or as reasonably required by the Company, as the case may be. To avoid any doubt the Mandatee will not be entitled to any additional remuneration besides the Remuneration for fulfilling his/her Tasks outside working hours or on Saturdays, Sundays, legal holidays or paid vacation.

5. ADDITIONAL OBLIGATIONS OF THE MANDATEE

5.1 Confidentiality

To the purpose of this clause the Confidential Information include, without limitation any

data and/or information, in oral, written, electronic, graphic, electronically legible (computerised) form or visual or any other form, regarding the Company or Company shareholders, any affiliated companies and their activity, future trading projects, as well as any business plans, products, materials, computer software, specifications, utilisation instructions, manuals, documents, technologies, designs and objects pertaining to commercial, financial, business, technical and any other data about the Company or Company shareholders, including know-how and commercial secrets in written, verbal or any other form. The term of Confidential Information will not include any piece of information which is available to the general public, other than that which is available to the public as direct result of its disclosure by the Mandatee by violating this Contract.

The Confidential Information, except for the information publicly available (by no illegal deed, omission or similar Mandatee act) and/or known in general to the economic sector the Company belongs to, obtained by the Mandatee during his/her mandate, or to which he/she was granted access in another way will be used by the Mandatee in order to fulfil the Tasks. The Mandatee will not use the Confidential Information to his/her own benefit or to the benefit of third parties. The Mandatee will not disclose to any third person such information, unless he/she is obliged to in accordance with the Applicable Law. This obligation is valid during the Contractual Term and for another 5 (five) years after its ending (by any manner) with respect to the Confidential Information.

Since the confidentiality and fidelity obligations are essential for the Company, regardless of the confidentiality obligation assumed by the Mandatee herein, he/she agrees with concluding / issuing any other confidentiality agreements that might be requested by the Company in the future. In case of any trespassing of the confidentiality obligation according to this paragraph, the Mandatee will pay the Company an amount that will compensate all proven damages which prejudiced the Company, but in any case no less than 50,000 Euro / each violation.

5.2 Restrictive clauses

5.2.1 The Mandatee will fully comply with the following restrictive clauses:

- (a) During the exercise of his/her mandate in the Company and for a period of 12 (twelve) months after its end he/she will not: (i) procure control participations or become significant shareholder in a Romanian or foreign company which is not listed on a regulated stock exchange that performs the same activity or a similar one with the Company's, or which has regulated business relations with the Company, or (ii) act as administrator, director, managing boards member, censor, auditor / Supervisory Board member, employee, agent or representative of a Romanian or foreign company which competes with the Company, or provide in any way, in his/her personal interest or into the interest of a third person having the same activity or a similar one with the Company's, similar services with those provided to the Company.
- (b) During the exercise of his/her mandate in the Company and for a period of 12 (twelve) months after its end the Mandatee commits not to engage in any disloyal competition deed either directly or indirectly, on his/her behalf or in his/her name or to the benefit of a third party, including without limitation by challenging or attempting to challenge any Company employee, consultant, supplier, purchaser or independent contractor or of the affiliates' to end his/her relation to the Company or to the affiliates or to provide

employment or to hire or provide or conclude any service contract with any person that is or has been employed or appointed in any mode by the Company.

(c) During the exercise of his/her mandate in the Company the Mandatee will not allow to be influenced when fulfilling his/her Tasks by his/her personal interests, those of his spouse/her husband or by the interests of his/her relatives up to the fourth degree or by pressures of any kind and will refrain from any Conflict of Interests. Any possible Conflict of Interests shall be stated in due time in written form to the Company.

(d) During the exercise of his/her mandate in the Company the Mandatee will not get involved in any activities, partnerships, investments or any other associations that might influence in any way the fulfilment of his/her Tasks and the Company's interests.

5.2.2 In case of any trespassing of his/her obligations established under clause 5.2.1 above the Mandatee will pay the Company an amount representing full compensation of the direct damage incurred by the Company, actually proven. To remove any doubt the task of proving the prejudice devolves to the Company.

5.2.3 In case of ending the Mandate Contract regardless of reason the Company will exercise the restrictive clauses according to clause 5.2.1 letter (a) and 5.2.1 letter (b) above for an additional period of 12 months after ending the Mandate Contract, and the Mandatee commits to comply with such restrictive clauses. In such a case the Company will pay the Mandatee, at the latest on the Contract ending date, a compensation of non-competition amounting to 12 (twelve) Fixed Gross Monthly Remunerations. The non-competition clause produces effects only on the European Union's territory.

The Parties declare they know this non-competition clause can be applied only if the Mandatee will no longer hold any position in the Company at the end of this Contract. To remove any doubt, in case this Contract ending would determine automatic application of any other contract and/or covenants existent between the Mandatee and the Company, the non-competition clause will not produce effects and its non application does not amount to waiving any right or its exercise by the Mandatee under this Contract.

5.3 Incapacity; final impossibility to fulfil the mandate

In case the Mandatee is not able to carry out his/her tasks under this Contract because of Incapacity, he/she will notify the Company without delay, thus informing the Company with respect to the reason of his/her incapacity to fulfil his/her Tasks.

In case the Mandatee's Incapacity to carry out his/her Tasks lasts for a time interval not exceeding 180 (one hundred eighty) consecutive calendar days or a period not exceeding 180 (one hundred eighty) calendar days cumulated within 12 (twelve) months the Company will pay the mandatee the Fixed Gross Monthly Remuneration for such Incapacity period. If the Incapacity is caused by illness and exceeds 180 (one hundred eighty) consecutive calendar days or 180 (one hundred eighty) calendar days **cumulated** within 12 (twelve) months this Contract will end, and the Mandatee will not be entitled to any compensation, except for the non-competition compensation provided in article 5.2.3 above.

If the final Impossibility to fulfil his/her mandate (a) exceeds 90 (ninety) consecutive calendar days or 90 (ninety) calendar days cumulated within 12 (twelve) months, and (b) is caused

by the preventive apprehension of the Mandatee according to legal provisions by competent public authorities for reasons related to this Contract, the Company will be entitled to suspend this Contract. If the final Impossibility to fulfil the mandate caused by the preventive apprehension of the Mandatee according to legal provisions by competent public authorities for reasons related to this Contract exceeds 180 (one hundred eighty) consecutive calendar days or 180 (one hundred eighty) calendar days cumulated within 12 (twelve) months this Contract will be considered as terminated. In case of such termination the Mandatee will not be entitled to any compensation, except for the non-competition compensation provided in article 5.2.3 above.

In any other cases / events of final Impossibility to fulfil the mandate, except for the Mandatee's preventive apprehension that lasts for a time period of minimum 91 (ninety one) up to maximum 180 (one hundred eighty) consecutive calendar days or a period exceeding 90 (ninety) calendar days within 12 (twelve) months up to maximum 180 (one hundred eighty) days the Company can suspend this Contract. If such an event lasts for more than 180 (one hundred eighty) consecutive calendar days or it exceeds 180 (one hundred eighty) calendar days cumulated within 12 (twelve) months this Contract will end, and the Mandatee will not be entitled to any compensation, except for the non-competition compensation provided in article 5.2.3 above. To remove any doubt, in such a suspension case the Mandatee will not be entitled to any Remuneration.

5.4 Processing personal data

- (a) The Mandatee agrees to the processing of his/her personal data obtained by the Company from him/her or from third parties (e.g. data with respect to his identity, domicile, professional activity, personal numerical code, etc.), for the purpose or in relation with operating this Contract. Such consent is also provided with respect to a potential transfer of personal data abroad to persons working with the Company or with any of the Company affiliates, as well as concerning their disclosure to persons working with the Company or with any of the Company affiliates.
- (b) The Mandatee declares hereby he/she has been fully informed about his/her rights according to Regulation 679 / 27 April 2016 regarding the protection of natural persons with respect to processing personal data and the free circulation of such data and cancelling Directive 95/46/CE (general Regulation on data protection), especially as regards the right access the data, the right to interfere with such data, the right of opposition and the right to withdraw one's consent for the processing of such data by means of written request transmitted to the Company.
- (c) The Mandate declares hereby he/she has been fully informed about the categories of addressees of his/her personal data and he/she agrees, when the Contract ends, to have his/her personal data processed by the Company in the future and, if need be, by public authorities.

5.5 Intellectual property rights

The Mandatee agrees with all intellectual property rights [namely copyrights, inventions (submitted or not for patent demand/registration or utility model), know-how, any symbols (submitted or not for trade registration), sketches, projects (submitted or not for registration), computer models and software, etc.] created by the Mandatee during his/her provision of

services according to this Contract to belong to the Company or, as the case may be, will be transferred to the Company with his/her consent, with no additional payment, fully to the extent in which the Applicable Law allows it. The evidence that any of the rights mentioned in this clause do not result from the provision of services according to this Contract will be the Mandatee's task. The Mandatee commits to sign all the documents and to execute all the deeds the Company so requests to register any intellectual property right on the Company's behalf. The Mandatee guarantees such intellectual property rights are free of any duty, securities, claims and participations. In case an intellectual property right is held jointly by the Mandatee and third parties the Mandatee commits to sustain fully the Company to totally acquire such intellectual property right and to transfer this property right to the Company, on the latter's expense.

5.6 Company property

All notes, documents, writings and memorandums or information regarding Company activities or business which the Mandatee will receive during the Term or that will be elaborated or ordered / requested by him/her during the Term will remain in the Company property and shall be submitted by the Mandatee to the Company immediately after the end of this Contract, but no later than 30 (thirty) week-days or any time during the Term, upon the Company's reasonable request.

6. REMUNERATION AND OTHER BENEFITS

6.1 Remuneration

In consideration of the proper fulfilment of his/her Tasks and of other obligations under this Contract the Mandatee will receive a Fixed Gross Monthly Remuneration, as detailed in Annex 2 (*Remuneration of mandatee*) to this Contract.

The payment of the Fixed Gross Monthly Remuneration will be made once a month, when the MANDATOR pays the salary liabilities to its employees, on the month ending settlement day, into the Mandatee's bank account with IBAN no. [●] opened with [●] Bank.

6.2 Other benefits

(a) Motor car / equipment

The Company provides the Mandatee with specific equipment and with other supports as necessary for a more efficient fulfilment of Tasks and obligations in proper safe manner, including a Company car, mobile phone, and laptop. The Mandatee commits to use the equipment / motor car according to Company specifications during the Term. The Company and the Mandatee will sign hand-over minutes, which will confirm handing over the equipment / motor car from the Company to the Company.

The Mandatee commits to use the equipment / motor car mainly to fulfil the Tasks and other obligations under this Contract. All operational expenses related to the personal utilisation of the equipment / motor car will stay on behalf of the Mandatee.

The motor car / equipment will be handed back to the Company as soon as this Contract ends, but no later than 15 (fifteen) week-days from this Contract ending regardless of reason, based on handing-over minutes concluded between the Company and the Mandatee.

(b) Professional liability insurance

To benefit of an insurance contract for civil professional liability regarding his/her activity in the Supervisory Board, concluded by the Company to insure the Mandatee. All expenses relating to such contract will be borne by the Company.

6.3 Expenses

The Mandatee will be reimbursed all expenses necessary for mandate execution based on justifying documents, such as economic seats for flight travels in Romania and Europe and business seats for plane travels outside Europe, hotel, transport (taxi included), phone and protocol expenses within the limits established by Company internal regulations and the Applicable Law.

The Company will reimburse the Mandatee the costs mentioned above once a month, on the tenth day of the month for the previous one, based on justifying documents provided by the Mandatee (e.g. invoices, receipts) and according to the Company's policy in this respect.

6.4 No additional remuneration and benefits

The Mandatee is not entitled to receive holiday / Christmas / Easter subsidy or payment for extra time.

6.5 Taxes

Any taxes owed by the Mandatee with respect to the Remuneration and the benefits received under this Contract will be calculated, withheld and paid by the Company in the Mandatee's name and on his/her behalf, to the extent permitted by the Applicable Law.

For clarity, according to article 6.1 above, all payments agreed by the Parties in this Contract are gross. Thus any variation of taxation quotas and social contributions will determine similar variation of the final net amount received by the Mandatee.

7. MANDATEE RESPONSIBILITY

The Mandatee will answer for any loss incurred by the Company, as a result of violating the Mandatee's obligations under this Contract and/or according to the Applicable Law, for not accomplishing his/her Tasks or any other obligations under this Contract, or from the By-laws, Code of Conduct, Company Internal Regulation, other internal regulations / decisions and the Applicable Law, because of incomplete/partial or late accomplishment of his/her Tasks and of any other obligations in this Contract, or from the By-laws, Code of Conduct, Company Internal Regulation, other internal regulations / decisions and the Applicable Law.

The Mandatee will answer to the Company for any loss of profit, contract or for any financial or economic loss caused by his/her fraud or severe neglect, carelessness or absence of diligence during his/her mandate according to this Contract, occurred from his/her exclusive guilt. For clarity, the task to prove the prejudice is the Company's.

The Mandatee will cover the entire damage incurred by the Company within the term established by the law court after final irrevocable ruling.

If the loss or damage incurred by the Company belongs to the events covered by the Mandatee's professional liability insurance, and the Company receives the indemnity directly from the insurance company the Mandatee will cover the difference between the amount paid to the Company by the insurer and the actual value of damages incurred by the Company. If the Mandatee does not comply with the payment request sent by the Company, this one is entitled to withhold any unpaid amounts owed to the Mandatee according to Contract, in order to cover the incurred damage, after the final irrevocable court ruling.

The Company will inform the Mandatee about his/her violating the Contract and will ask him/her to immediately remedy such violation, but no later than 15 (fifteen) days from the date when the Mandatee was notified accordingly. If the Mandatee does not remedy the violation within the fore-mentioned time the Company is entitled to claim compensation for direct damages incurred by the Company.

To remove any doubt the Parties declare and acknowledge this article does not represent a clause limiting the Mandatee's liability for prejudices produced directly to the Company from his/her exclusive fault. The Company can exercise any rights derived from the provisions of the Applicable Law in matters of civil contractual liability and/or civil punishable liability, while observing the limits established by the Applicable Law.

8. STATEMENTS OF PARTIES

8.1 Mandatee's statements

The Mandatee declares and guarantees to the Company when signing this Contract as follows:

- (a) He/she has the legal capacity to conclude this Contract and is entitled to execute this Contract;
- (b) He/she has not been forbidden to perform activities or to fulfil Tasks within companies;
- (c) This Contract constitutes legal valid compulsory understanding of the Mandatee, enforceable against him/her in accordance with contractual provisions and applicable laws;
- (d) The execution and conclusion of Contract and of any obligations thereof does not conflict, and will not lead to violating other obligations of the Mandatee, including the obligations according to any contract where the Mandatee is a party at present, and will not make

impossible the satisfaction of any third party's claims;

- (e) To the extent of the Mandatee's knowledge there is no dispute on the docket against him/her whose result might have negative impact over this Contract, or might lead to final Impossibility to fulfil the mandate;
- (f) The Mandatee is not a party to any contract or subject to restrictions in favour of any person or entity, other than the Company, which might prevent or limit in any way his/her capacity to carry out this Contract, all the more so as the Mandatee is not a party to any non-competition agreements, non-request or confidentiality agreements;
- (g) The Mandatee is not related (up to the fourth degree, included) or married to persons that hold the position of administrator, director, managerial body member, auditor, employee, agent or representative of a Romanian or foreign company competing with the Company or of a Romanian or foreign company performing the same activity or a similar one with the Company's or has constant business relations with the Company. The Mandatee declares he/she will comply with the provisions of the Policy on the ethical career management, as well as any other internal / Company-wide provisions adopted in this domain and will immediately notify the Company when such conflicts of interests occur during the execution of the entrusted mandate;
- (h) The execution and conclusion of the Contract does not raise a Conflict of Interests for the Mandatee;
- (i) The Mandatee declares he/she agrees, in case a law court establishes by final ruling and/or a regulation provides the Mandatee was not selected according to actual or future applicable legal provisions and/or he/she does not comply with the criteria set to occupy such position or future, and/or to sign an addendum to this Contract or an agreement to terminate this Contract, as the case may be while observing the legal applicable provisions.

The Mandatee commits to maintain applicable all statements and guarantees above during the entire Term and to notify any occurrence of a potential Conflict of Interests.

8.2 Company statements

The Company declares and guarantees to the Mandatee this Contract constitutes a legal valid compulsory understanding for it and enforceable against the Company in accordance with its terms.

9. CONTRACT ENDING

9.1 This Contract will end in the following circumstances:

- (a) Upon mandate cancellation with no cause by the Company by means of its competent bodies on the date stipulated in the decision taken by the Company and notified in due time to the Mandatee. In such a case the termination compensation will be paid to the Mandatee according to the details of clause 9.2 below;
- (b) Upon mandate cancellation with just cause by the Company, with immediate effect as of

the date when the Company will notify the Contract ending to the Mandatee;

- (c) Upon Mandatee's resignation; in case of ending by Mandatee's resignation he/she shall transmit written notice to the Company 45 days beforehand. The Company can give up the notice period and accept the anticipated end of Contract, by mutual agreement with the Mandatee;
- (d) In case of proven occurrence of an event representing a final Impossibility to carry out the mandate which exceeds 180 (one hundred eighty) consecutive calendar days or a period exceeding 180 (one hundred eighty) calendar days cumulated within 12 (twelve) months, based on the Company-approved decision;
- (e) Upon expiry of this Contractual Term;
- (f) In any other specific circumstances provided in this Contract, or in the Applicable Law.

To remove any doubt the restrictive clauses from 5.2.1 letters (a) and (b) above, and the correlative obligations provided in clause 5.2.3 will be applied in each ending case provided in this Contract. To avoid any doubt, in case this Contract ends regardless of reason, in addition to any other ending compensation owed to the Mandatee according to this Contract, the Company commits to pay the Mandatee the non-competition compensation according to article 5.2.3 above for a subsequent period of 12 months, if the latter observed the restrictive clauses of 5.2.1 letters (a) and (b) above.

9.2 Compensation in case of Contract ending

- A. If this Contract ends according to clause 9.1 (a) above without a cause the Company will compensate the Mandatee with an amount representing 12 (twelve) Fixed Gross Monthly Remunerations. If the period remaining until Term expiry is smaller than 12 (twelve) months, the Company will pay the Mandatee an ending compensation representing the Fixed Gross Monthly Remuneration multiplied with the number of months left until Term expiry, plus the non-competition compensation.
- B. To avoid any doubt, in case the Company recalls the Mandatee for just cause according to the provisions of clause 9.1 (b) or if the Mandatee selects to resign according to clause 9.1 (c) above, or if the Contract ends because of final Impossibility to fulfil the mandate according to clause 9.1 (d) the Mandatee will not be entitled to any compensation from the Company, but only to the outstanding amounts owed by the Company for the period before mandate end. Moreover, in case of mandate cancellation for just cause or of Mandatee's resignation or of final Impossibility to fulfil the mandate, the Mandatee will not be entitled to any compensation from the Company, but only to the outstanding amounts owed by the Company for the period before mandate end, determined proportionally.

For the purpose of clauses 9.1 and 9.2 above the term "cause" means the following, as the case may be, but without limitation:

- (a) Violation of non-accomplishment by the Mandatee, by proven fraud, intent or severe neglect or absence of diligence to comply with any of the Tasks and/or the obligations assumed in the Contract, including the general obligation included in Annex 1 Part two and any provision

of this Contract, the Conduct Code, the Company's Internal Regulation, the Company's internal regulations / decisions or of the Applicable Law;

- (b) The Mandatee's refusal or failure, by proven fraud, intent or severe neglect or absence of diligence to comply with and/or implement the decisions of the Shareholders' General Assembly, the Articles of Association, the Conduct Code, the Company's Internal Regulation, the Company's internal regulations / decisions or the Applicable Law;
- (c) Initiating the procedures of criminal pursuit for any offence perpetrated by the Mandatee with respect to his/her mandate under this Contract. However, if the Company's image and reputation would have negative impact from the criminal pursuit launched against the Mandatee the Company can decide to suspend executing this Contract for maximum 6 (six) months;
- (d) The Mandatee's absence of discernment, established by a medical certificate/report issued by a certified medical body;
- (e) A disloyal deed of the Mandatee or any circumstances that entitle the Company to conclude the Mandatee perpetrated a disloyal deed, contrary to Company interests, breaking the loyalty obligation assumed in this Contract and base on the Applicable Law;
- (f) The Mandatee's actions or behaviours that influence in any manner the Company's reputation, a decision will be made case by case for each concrete situation if such actions or behaviours comply with the notion of "cause";
- (g) The Mandatee is using his/her knowledge and/or the Company's business relations in a manner unfavourable to the Company or he/she discloses Confidential Information to unauthorised third parties or infringes the non-competition obligations;
- (h) The Mandatee sustains or disseminates harmful data or information for the Company's reputation or credibility;
- (i) The Mandatee does not accomplish at least 70% of the annual Performance Objectives established each year by the Company in the Annex to the Contract during two years. Nevertheless other similar situations are also considered ending causes such as: significant non-accomplishment (e.g. below 70%) by the Mandatee of the quarterly Performance Objectives calculated proportionally against the annual Performance Objectives established each year by the Company and the Mandatee's failure to submit a plan of concrete remedial measures, the Company is recording significant losses which can no longer be reasonably recovered, the Company loses its operational licence, the insolvency procedure is instituted against the Company, etc. as a result of activities done by the Mandatee or by other persons found under his/her coordination / subordination. For clarity the fore-mentioned quarterly Performance Objectives will be established subsequently to this Contract by concluding an addendum hereof, according to each case;
- (j) The Mandatee violates the statements and guarantees provided in clause 8.1 above.

9.3 In addition to the Mandatee's obligations according to clauses 5.7 above, upon this Contract's ending regardless of reason the Mandatee will erase for good any information regarding the Company activity he/she has stored on any magnetic or optical disk, or

memory card or on any other storage device, as well as all the materials derived from such sources which are found in his/her possession or control and will transmit to the Company a written statement showing he/she has fully complied with the obligations of this clause, with any reasonable compliance evidence which the Company might request. Nevertheless the Company assumes the obligation to store all the data in the Mandatee's computer (such as e-mail messages and any other documents) for 3 (three) years and to provide them to a competent authority entitled to legally request such data, as well as the Mandatee himself / herself in case of disputes between the Mandatee and the Company before the court, before an arbitration tribunal with respect to any such data erased by the Mandatee, except for the information and/or the data considered highly sensitive.

10. FORCE MAJOR and FORTUITOUS CASE

In case of Force Major event no Party will be considered responsible for non-accomplishment or inadequate achievement of its contractual obligations, provided that the impacted Party shall have attempted to remedy the consequences of the Force Major event.

The Party invoking Force Major shall notify the other Party about the occurrence of Force Major within 48 hours from occurrence and submit a certificate issued by the Chamber of Commerce and Industry, which proves the Force Major event.

In case of a Fortuitous Case event neither Party will be considered responsible for non-accomplishment or inadequate achievement of its contractual obligations, provided that it should have attempted to remedy the consequences of the Fortuitous Case event.

11. NOTIFICATIONS

11.1 All notifications and correspondence between the Parties under this Contract will be performed using any of the following communication channels: (a) by fax; (b) or personal hand-over by signature; or (c) by registered letter or courier with certified receipt; or (d) by any other communication means provided in the Applicable Law, which involves certifying the receipt. All fore-mentioned communications can be cumulated with e-mail messages.

11.2 Notifications will be transmitted to the respective Party to the following address, e-mail address or fax numbers or any other address, e-mail address or fax number the Party has notified for such purpose to the other Party according to this clause.

For the Company:

Address:

To the attention of:

Fax:

For the Mandatee

Address:

Fax:

- 11.3** Notifications transmitted by e-mail will be considered validly received on the date when the e-mail message has been sent to the addressee intended, however doubled by an alternative communication method of the ones mentioned in clause 11.1 above. Notifications transmitted by fax will be considered as validly received when the transmission is confirmed by the sender's fax machine. The postal transmission of such notification is proved by means of "*certified receipt*".

12. MISCELLANEOUS

- 12.1** This Contract will be governed by and construed according to Romanian laws.
- 12.2** All the disputes or claims which are derived or in relation to this Contract, including the disputes regarding its validity, transgression, cessation or nullity will be finally settled according to the Arbitration Rules of the International Arbitration Centre of the Austrian Federal Economic Chamber from Vienna (Vienna's rules) by three arbitrators appointed according to such rules.
- 12.3** With respect to the issues which are not subject to any provisions of this Contract, the provisions of the Applicable Law, the By-laws, the Board of Administration's decisions, the Code of Conduct, of the Internal Regulation will be applied and of other Company's internal regulations/decisions. To remove any doubt, in case of any inconsistency between the provisions of the Contract and the provisions of the By-laws, the Conduct Code and Internal Regulation, this Contract's provisions will prevail.
- 12.4** The Mandatee expressly confirms hereby he/she has received and took possession of a copy after the By-laws, Conduct Code, Internal Regulation and other Company internal regulations / decisions as necessary to carry out his/her Tasks and other obligations of this Contract and he/she is acquainted with their provisions.
- 12.5** The failure of a Party to exercise or execute any right conferred by this Contract will not be considered as waiver of that right and will not stop its exercise or execution any subsequent time.
- 12.6** If any term or provision of this Contract will be considered to any extent as being invalid, illegal, null or ineffective, such term or provision will have no effect but it will not influence any other provision of this Contract. In such a case the Parties will make all reasonable efforts to agree with amending this Contract, so as to include a new provision which will have the nearest possible effect against any such invalid, illegal, null or ineffective provision.
- 12.7** This Contract constitutes the entire understanding of the Parties and replaces all other agreements, understandings, negotiations or previous written or verbal discussions with respect to the issues included in it. Annexes to this Contract are integrant part of it.
- 12.8** The Parties confirm they have negotiated all the terms of this Contract and they are fully accepted by the Parties and represent their free actual intentions. If any misunderstandings or doubts should occur regarding the Parties' intent or their construction, this Contract will be construed as elaborated jointly by the Parties and no presumption or evidence task will

occur to benefit or deprive any Party, by virtue of devising any provisions of this Contract by it. Moreover, the Contract comprises all the essential and secondary issues agreed by the Parties and there is no other issue remaining outside those approved by the Parties.

TAKING INTO ACCOUNT THE ABOVE the Parties have concluded this Contract in 3 (three) original copies in Romanian on the date first mentioned above.

CNTEE TRANSELECTRICA SA

By

SUPERVISORY BOARD MEMBER / MANDATEE

ANNEX 1

TASKS

PART 1

The Mandatee has the following main obligations:

- Elaborating and approving, in accordance with the provisions of article 30 para 1-5 from OUG 109/2011, within 30 days from his/her appointment date, the administration component of the administration in view of achieving the financial and non-financial performance indicators;
- Convening the shareholders' general assembly within 5 days from the approval of the administration plan with a view to negotiate and approve the financial and non-financial performance indicators resulting from the administration plan;
- Negotiating the financial and non-financial performance indicators based on the administration plan within 45 days from their communication to superior public authorities; if upon expiry of this term the negotiation is not finished the term can be extended only once by maximum 30 days upon the request of any Party. In case the negotiations of the two rounds fail the Supervisory Board Member together with the other members are recalled without being entitled to damage payment. In such a case the negotiation result shall be motivated and published on the Company's own internet page.
- In accordance with the provisions of article 29 para 13 from OUG 109/2011, within 90 days from appointment date an ethical code is adopted together with the other Supervisory Board members, which is published by care of the Supervisory Board's chairman, on the Company's internet page and is annually reviewed, if need be, with the internal auditor's endorsement, being republished on 31 May of the current year;
- Acknowledging the main activity lines and endorsing the Company's development strategy established by the Directorate;

- Approving the investment strategy;
- Verifying and endorsing the financial-accounting policies and the financial audit system and approving the financial plans;
- Appointing and recalling the Directorate members and establishing their remuneration according to applicable regulations;
- Supervising and assessing the activity of Directorate members both in terms of mandate contract execution and as regards observing and achieving the management component, elaborating an assessment report in this respect which is published on the internet page of the higher public authority on 31 May of the year following the one that is assessed. The data which according to legal provision are confidential or secret are excepted from publication;
- Elaborating an annual report about the Company's activity no later than 31 May of the year following the one that is reported on. The Report is published on the Company's internet page;
- Establishing the nomination and remuneration committee and the audit and other committees, according to applicable legal provisions;
- Approving the Supervisory Board's Regulation of organisation and operation and the Directorate's internal rules;
- Establishing the attributions of Directorate members in the sense provided by Law 31/1990, in view of executing the Company operations;
- Approving the conclusion of any operations/contracts according to the limits provided in the Articles of Association;
- Endorsing any amendment of the Company's articles of association before they are submitted for AGA approval;
- Elaborating and providing each semester, in the shareholders' general assembly, a report on the administration activity, which also includes information regarding the execution of directorate members' mandate contracts, details with respect to operational activities, the company's financial performance and half-yearly accounting reports;
- In exceptional cases, when the company's interest so requests, convening the shareholders' general assembly, participating to the reunions of the shareholders' general assembly and implementing the decision of the shareholders' general assembly, informing all the shareholders about any deed or event which might significantly influence the company's situation;
- Reporting at least once a year to the shareholders' general assembly with respect to the performed supervising activities, the balance sheet and the profit & loss account of the year, making/endorsing the directorate's recommendations about profit distribution and endorsing the Company's draft revenue and expense budget of the current year;
- In accordance with the provisions of article 36 para 1-5 from OUG 109/2011 approving the management component of the Directorate's administration plan, executing the quarterly monitoring and, as the case may be, requesting the addition or review of the management component of the management plan if it does not provide the measures to achieve the objectives and it does not comprise the forecasted results which should provide assessment of financial and non-financial performance indicators;
- Exercising the attributions established for the Supervisory Board in the Articles of Association and in the applicable legal framework as well as those which were delegated by the Shareholders' General Assembly of the Company according to the Company law 31/1990, with later amendments and additions;
- Approving the level of the professional liability insurance for the Company's Directorate;
- Together with the other Supervisory Board members taking care to see the remuneration criteria for Supervisory Board and Directorate members published on the Company's internet page;
- Representing the Company in its relations with Directorate members;
- Together with the other Supervisory Board members verifying and endorsing the

- Company's financial statements;
- Participating to the Shareholders' General Assembly of the Company;
 - Taking all necessary useful measures for the good Company operation, having the competence and attributions established by law and the Articles of Association as well as those delegated by the Shareholders' General Assembly, except for what has been reserved for the Shareholders' General Assembly or for Directorate Members according to legal provisions or to the Articles of Association;
 - In exercising his/her attributions provided in this Contract the Supervisory Board Member will cooperate with the other Supervisory Board members, with Company employees and with its external / internal consultants or other members from Company management;
 - The Supervisory Board Member will exercise his/her Tasks in accordance with the highest professional standards established for such activities and with the provisions of this Contract. In exercising his/her attributions of the decisional mandate the Supervisory Board Member will act to the Company's;
 - In case he/she is appointed as Supervisory Board chairperson the Supervisory Board Member is also assigned the attributions of such position, established in the Company's Articles of association, the Supervisory Board's Regulation of organisation and operation as well as in the applicable legal provisions;
 - Performing the compulsory requirements providing in the obligatory requirements stipulated in HG 722/2016.

SPECIFIC TASKS

PART 2

The Mandatee will also comply with the following general obligations:

- Company administration by supervising the operation of prudent effective operation of control systems, which should enable risk assessment and management;
- Endorsing the public enterprise's development strategy by proving the financial and human resources necessary in order to reach the strategic objectives and supervising the executive management of the Company;
- Making sure the public enterprise carries out its legal obligations, as well as the interested parties;
- Monitoring the performance of executive management;
- Making sure the financial information produced by the public enterprise is correct and the financial audit and risk management systems are effective;
- Establishing and approving the remuneration of Directorate members and performing the law-provided obligations as regards recruiting, appointing, assessing and, according to each case, recalling the other Company directors with whom he/she has concluded mandate contracts.

CNTEE TRANSELECTRICA SA

By

SUPERVISORY BOARD MEMBER / MANDATEE

ANNEX 2

REMUNERATION of Mandatee

In consideration of the proper fulfilment of his/her Tasks and of other obligations according to this Contract the Mandatee will receive:

- (a) A gross fixed monthly remuneration (**Gross Fixed Monthly Remuneration**) amounting to 13,976 Lei gross/month, according to the provisions of clause 6.1 in the Contract, and, as the case may be,

The mechanism granting the gross fixed monthly remuneration is the following:

- The Supervisory Board chairman and CS members active at least in 2 consultative committees established within the board benefit of fixed monthly remuneration at maximum value.
- Supervisory Board members active in one consultative committee established within the board benefit of fixed monthly remuneration representing 90% of the maximum value of the fixed gross monthly remuneration.
- Supervisory Board members that are not active in consultative committees established within the board benefit of fixed monthly remuneration representing 85% of the maximum value of the fixed gross monthly remuneration.

The fixed monthly remuneration will be paid to the MANDATEE once a month, at the same time when the MANDATOR pays its salary liabilities to its employees, on the settlement day.

CNTEE TRANSELECTRICA SA

By

SUPERVISORY BOARD MEMBER / MANDATEE
