

MANDATE CONTRACT

no. /

Taking into account the provisions of:

- The Corporations law 31/1990 republished, with later amendments and additions, hereinafter called **Law 31/1990**;
- Governmental Emergency Ordinance 109/2011 on the corporative governance of public enterprises, approved with later amendments and additions by Law 111/2016, with later amendments and additions as well as with Law 187/2023, hereinafter called **G.E.O. 109/2011**;
- Governmental Decision 639/2023 on approving the Methodological norms to apply G.E.O. No. 109/2011, on the corporative governance of public enterprises hereinafter called **GD 639/2023**;
- Governmental Ordinance 26/2013 on enhancing the financial discipline at economic operators where the state or the administrative-territorial units are single or majority shareholders or they directly or indirectly hold majority participation, with later amendments and additions;
- Article 1913 and the following, as well as article 2009 and the following from Law 287/2009 on the Civil code, with later amendments and additions, as well as the other applicable legislative instrument;

as well as the following:

By Decision no. from2023 of the Supervisory Board of the **National Power Transmission Company Transelectrica SA**, in accordance with the provisions of **G.E.O. 109/2011**, it has been decided to appoint Mr/Mrs as **provisional member in the Directorate** and he/she expressly accepted this position;

In accordance with article 153 of the Corporations law 31/1990, republished, with later amendments and additions, the management of National Power Transmission Company Transelectrica SA is entrusted exclusively to the Directorate which fulfils the necessary and useful documents to achieve the object of activity of the company, except what has been reserved by law in the task of Supervisory Board and of the Shareholders' General Assembly. The Directorate performs its tasks under the surveillance of the Supervisory Board.

The gross fixed monthly indemnification owed to the provisional member of the Directorate appointed through Supervisory Board Decision number _____from_____2023 was approved under the law conditions through Supervisory Board Decision number/.....;

The shape of the mandate contract was approved through Supervisory Board Decision number _____from_____2023 and the Supervisory Board decided by Decision no. _____from_____2023 that this mandate contract shall be signed in the name of the National Power Transmission Company Transelectrica by **the Chairman of the Supervisory Board**.

Between:

(1) The **National Power Transmission Company Transelectrica SA**, company managed under two-tier system, registered under no. J40/8060/2000 with the National Office of the Commercial Register from Bucharest Tribunal, single (fiscal) registration code 13328043, with headquarters in Bucharest 3 district, Olteni Street no. 2-4, represented by, **Chairman of the Supervisory Board**, designated under Decision /2023 of the Supervisory Board (hereinafter called MANDATOR / COMPANY)

and

(2) **Mr/Mrs**....., identified by IC seriesno.....issued by.....on, PNC,residing in Romania....., as provisional member of the Directorate (hereinafter called **/MANDATEE**), collectively called 'Parties' and individually the 'Party', this Mandate contract was concluded (hereinafter called '**Contract**') according to the following terms and conditions:

1. THE SUBJECT OF THE MANDATE CONTRACT

- 1.1.1. The MANDATEE as provisional member of the Directorate of National Power Transmission Company Transelectrica ensures the management of the Company under the control of the Supervisory Board, fulfils the useful and necessary deeds to achieve the object of activity of the Company, except what has been reserved by law in the task of Supervisory Board and of the Shareholders' General Assembly.
- 1.1.2. The Directorate represents the Company in relation with the third parties and the courts of law. The representation of the Company by the Directorate is achieved in accordance with the provisions of the Articles of Association of the Company, in accordance with the prerogatives established by the Supervisory Board and/or by the Shareholders' General Assembly.
- 1.2. For the services that the MANDATEE provides under this Contract, the MANDATOR will pay remuneration as stipulated in article 3 below.
- 1.3. The normal place of business for the services provided under this Contract will be the MANDATOR's offices or in other locations established by the MANDATOR, in accordance with the time schedule of the MANDATOR and in order to fulfil specific tasks.
- 1.4. As far as the MANDATOR's business is concerned and the position of Directorate member, the MANDATEE will act in accordance with all the applicable laws, rules and codes of conduct in force, as well as with any other laws and policies that the MANDATOR will establish under legal terms for the good operation of its business.

2. CONTRACT VALIDITY

- 2.1. The validity of the provisional member Contract is of 5 (five) months from _____ until_____, with the possibility to extend it once with 2 months for solid reasons, but not later than the ending of the selection procedure of Directorate members of Transelectrica under G.E.O. 109/2011, if it shall be completed during this time frame.

3. MANDATEE REMUNERATION. WAY OF PAYMENT

- 3.1. The Mandatee as provisional Directorate member benefits from a remuneration comprising a gross fixed monthly indemnification and no variable component.
- 3.2. The Mandatee benefits from a gross fixed monthly indemnification established by the Supervisory Board in accordance with applicable legal provisions, as follows:
- 3.3. The gross fixed monthly indemnification owed to the Mandatee during his mandate of provisional member is **in quantum of 55,050 lei gross / month.**

4. RIGHTS AND OBLIGATIONS OF MANDATEE

4.1. RIGHTS OF MANDATEE

- (a) To cash the remuneration established according to article 3 of this Contract;
- (b) To withdraw from the position of Directorate member, provided that he sends to the MANDATOR a notice, with at least 30 (thirty) calendar days before such withdrawal;
- (c) To benefit from an insurance contract for civil professional liability for his/her activity in the Directorate, concluded by the MANDATOR in order to insure the MANDATEE. The MANDATOR will bear all the costs related to such contract;
- (d) To be reimbursed the costs incurred in the company's interest based on justifying documents, under legal terms and according to the Company's internal rules

4.2. STATEMENTS AND OBLIGATIONS OF MANDATEE

4.2.1. STATEMENTS OF MANDATEE

- (a) The Mandatee declares that he has acknowledged the provisions of the internal rules of the Directorate and of the Articles of Associations of the Company and has fully understood their content and will comply with their clauses in the form and content that is or shall be applicable during his mandate, acting prudently and diligently just like a good administrator;
- (b) The Mandatee declares that he is not found in any of the incompatibility or competitive circumstances provided by the Company Law 31/1990, by G.E.O. 109/2011, by the Electricity and natural gas law 123/2012, with later amendments and additions or by any other applicable legal regulations.

4.2.2. OBLIGATIONS OF MANDATEE

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

- (a) Establishing the strategy and the policies of the Company, including the organizational chart and establishing the operational departments;
- (b) annually submitting to the Shareholders' general assembly the report regarding the activity of the Company, the financial statements for the previous year, as well as the activity programme project and the Company budget project for the year in progress;
- (c) Concluding legal documents with third party in the name and behalf of the Company, while complying with the provisions of the Articles of Association and complying with the competences of the Supervisory Board and shareholders' general assembly;

- (d) Hiring and firing, establishing tasks and responsibilities for the personnel of the Company, in accordance with the personnel policy of the Company;
- (e) Together with the representatives of the employees, negotiating and signing the Labour Collective Contract at the level of the Company, as well as the addendum to it, after previously informing the Supervisory Board;
- (f) taking all the useful and necessary measures related to the daily administration of each department or delegated by the shareholders' general assembly or by the supervisory board in order to manage the Company, except those reserved by law or by Articles of Association to the shareholders' general assembly or to the supervisory board;
- (g) Within the shareholders' general assembly he approves the mandates of the Company's representatives to the subsidiaries of Transelectrica and informs the supervisory board on each trimester about the mandates given;
- (h) performing any task delegated by shareholders' extraordinary general assembly under the law;
- (i) Achieving the checking/approval of contracts and different operations at the Company level, in accordance with the competence limitations provided by the Articles of Association.
- (j) Together with the other members of the Directorate, submitting to the supervisory board, at least once at every three months, a written report regarding the governing of the Company, regarding the activity of the Company and a possible evolution of it. He also communicates to the supervisory board, in due time, about any information regarding events that could have a significant influence on the Company.

4.2.2.2. For the removal of any doubt, the MANDATEE has all the obligations and responsibilities arising from the position of Directorate member as they are provided by applicable law, by the Articles of Association of the Company and by the internal rules of the Directorate and he is responsible for their strict fulfilment.

5. RIGHTS AND OBLIGATIONS OF MANDATOR

5.1. RIGHTS OF MANDATOR

- (a) To claim to the MANDATOR to fulfil all his obligations in accordance with this **Contract**;
- (b) To terminate this **Contract** under a Decision of the Supervisory Board motivated with an assessment report that shall include the analysis of the managerial performance, the identification of real, actual and convenient measures that lead to the results which are seen as having a negative impact on the Company, thus representing the legal ground for revocation/change.

5.2. OBLIGATIONS OF MANDATOR:

- a) To provide the MANDATEE with full liberty in managing the Company under the control of the Supervisory Board;
- b) To provide the MANDATEE with labor conditions and the equipment necessary to perform activities (such as for instance properly equipped office, conference room, business mobile phone, laptop/tablet, car and others), depending on the needs of MANDATEE's activities within the Directorate. The MANDATEE undertakes to use during his mandate the company's equipment/car in accordance with the internal

procedures of the Company. A handover – acceptance minute shall be concluded between the MANDATEE and the Company which shall confirm the handover of the equipment/car by the Company to the MANDATEE. The MANDATEE undertakes to use the equipment/car mainly to fulfil the tasks and obligations provided by this Contract. At the termination of the mandate the equipment/car will be handover to the Company based on a written minute, not later than 5 (five) working days from the termination of this Contract, regardless of reason.

- c) To pay the MANDATEE all monetary rights owed as per this Contract and to provide the MANDATEE with all the other rights specified in this Contract;
- d) To withhold and pay all fiscal liabilities, social insurance, health, unemployment etc, the MANDATEE owes as tax-payer, as well as any other monetary contributions imperatively provided in the legislation, during the validity of the contract. Payments will be made in the MANDATEE's name and on his/her behalf by the care of the MANDANTOR's functional departments;
- e) Analyze the achievement of MANDATEE's liabilities;
- f) To have all the reasonable expenses related to the fulfillment of the mandate covered by the Company by submitting and later settlement of the necessary amounts or by reimbursing these amounts based on supporting documents, under the law (including but not limiting itself to hotel accomodation, means of transport, phone, protocol expenses). This clause „reasonable expenses” means any expense related to and necessary for the Directorate member to properly fulfill his duties and obligations foreseen in this Contract no matter if they have been made by travelling abroad or in the country, in the same conditions with those practiced for the similar positions in company in Romania and in other European countries in the same field of activity. When reimbursing the amounts representing necessary and reasonable expenses, the Company will reimburse to the Mandatee the costs mentioned above once a month, in the tenth day of the month for the previous month, based on supporting documents submitted by the Mandatee.
- g) If the Mandatee does not have the domicile/permanent residence in Bucharest or within a distance of 60 km from Bucharest, he shall be able to settle at the demand of the Mandatee, based on supporting documents, the value of the monthly rent for a place to live in Bucharest, in the limit of the equivalent of the net amount of until 780 euro/month.
- h) To settle the cost of transport (road, air, rail) from the domicile specified in the Identity Card to the Mandator's headquarters and return, within the limit of a net amount of 2 000 RON/month.

6. LOYALTY. CONFIDENTIALITY.

During this Contract:

- 6.1. MANDATEE is obliged to use, within the limits of the entrusted mandate, his necessary working capacity in order to perform the mandate in the MANDATOR's exclusive interest, behaving loyally towards the MANDATOR in his activities, just like a leader of his own business.
- 6.2. If in a certain operation the MANDATEE, fully aware of the situation, has directly or indirectly interests contrary to the MANDATOR's interests, he will notify this to the

MANDATOR and refrain from any conduct that might impact the interests of the MANDATOR. Such interdiction also covers the situation when the MANDATEE knows he is personally interested in a certain operation or such operation is attractive to his spouse, relatives or akin to the fourth degree included.

6.3. During the entire validity of this Contract, the MANDATEE commits to:

- (a) Rigorously keep confidential the data and information regarding the MANDATOR activities, which are of this nature or are qualified as being such by the MANDATOR;
- (b) To carry out his activity so that he shall protect the image of the MANDATOR; not to publicly communicate and not to provide, even in confidential mode, other information than that becoming public in any other manner, regarding the MANDATOR or his activities, which might disorient and/or lead astray the public opinion, contractual partners, the persons involved in the MANDANTOR activity and might lead to disadvantageous situation for the MANDATOR;
- (c) Not to use in his own interest, apart from the MANDATOR's interest or in the interest of another person the position of member of the governing bodies of the MANDATOR;

6.4. The obligations provided at article 6.3 are also applicable after the contract terminates and will produce effects on an unlimited period of time or until they become public.

7. CONTRACTUAL LIABILITY

7.1. The MANDATEE's liability is engaging for his non-compliance with legal provisions, the MANDATOR's statutory provisions and regulations, the provisions of this Contract and of the decisions taken by the Shareholders' general assembly of the MANDATOR.

7.2. MANDATEE is liable under law conditions for any damages caused to the MANDATOR by his imprudent management acts, by abusive or negligent use of managed funds or by any act contrary to the MANDATOR's interests, ascertained by a competent law court.

7.3. In case the clauses provided at articles 6.2 and 6.3 of this Contract are not complied to, the Supervisory Board of MANDATOR has the right to give up this Contract for the MANDATEE's fault and to require damages.

8. MAJOR FORCE

8.1. The Major Force exonerates the Parties from liability in accordance with legal provisions.

8.2. The Party invoking Force Major will notify the other party within 5 (five) calendar days about its occurrence, namely its end and will take any reasonable measures with the purpose to limit the consequences of such an event.

8.3. When receiving the notification foreseen above the Parties will consult together forthwith and will decide on the actions and/or measures to be taken for their mutual interest in order to limit or overcome the effects of such Force Major case. Each Party will make its best reasonable efforts to reduce as much as possible the effects of Force Major.

- 8.4. For any delay or non-compliance with contractual obligations by any of the Parties as a consequence of the Force Major case, justified and properly notified as provided above, none of the Parties is entitled to request penalties to its co-contractor, damages or compensations of any kind for the possible prejudice incurred, but each one of the Parties has the duty to carry out all contractual obligations outstanding until the occurrence of Force Major.
- 8.5. If the notification about the beginning or end of the Force Major case has not been transmitted according to the established conditions, the guilty Party is responsible for the prejudice caused to the other Party since it has not proved the occurrence of the Force Major case.

9. AMENDMENTS TO CONTRACT

- 9.1 The provisions of this Contract can be amended only by the Parties' written agreement.
- 9.2. This Contract can have any of its clauses amended as long as no offense is brought to applicable laws, public order and good morals.
- 9.3. This **Contract** represents the will of the Parties; no other verbal agreement before or after this Contract and no other previous written agreement in this regard, have any effect between Parties.

10. TERMINATION OF THE CONTRACT

10.1. This Contract ends by:

- (a) Expiration of time period for which it was concluded, if the Parties did not decide to continue the contractual relationship;
- (b) Appointing some Directorate members as a result of ending the selection procedure of the Company's administrations, in accordance with G.E.O. 109/2011;
- (c) Dismissal of Mandatee by Supervisory Board of MANDATOR under the conditions on art.5.1. letter b.;
- (d) MANDATEE giving up the entrusted mandate, while complying with the notice conditions provided in this Contract, with the MANDATOR having the possibility to give up this term;
- (e) The Parties' agreement;
- (f) The occurrence of conflict of interest and incompatibility case proved by official written documents issued by the National Integrity Authority, case that is not removed within 30 days of the MANDATOR's interdiction to hold the position of Directorate member;
- (g) The cessation of the MANDATOR's legal personality, or the MANDATEE death;
- (h) The occurrence of a Major Force situation or of fortuitous circumstances that make impossible the further execution of this Contract;
- (i) Other causes provided by law (final conviction).

10.2. The Parties agree that the end of this Contract, regardless of the causes foreseen at art.10.1, shall not impact the performance of obligations that arise from it, if they are due to and non-executed before the end of the Contract.

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

11. APPLICABLE LAW; CONTRACTUAL LANGUAGE; DISPUTES

11.1 This contract is performed on the territory of Romania and is governed by Romanian law. This Contract is performed in good faith and binds not only to what is expressly provided in its content, but also to all the consequences that the law offers.

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

11.3. Any dispute or misunderstanding regarding the conclusion, execution, amendment, cessation and interpretation of the clauses from this Contract will be solved amiably.

11.4. In case the Parties fail to come to an understanding, then disputes will be submitted to the competent law courts in Romania for settlement.

12. MISCELLANEOUS

12.1. The waiver by one of the Parties of a claim related to the violation of any provision of this Contract or of the exercise of any right arising from it shall not be interpreted as a definitive waiver of the rights to make the same claim in later similar situations.

12.2. This Contract has an intuitu personae character and cannot be transferred by any of the Parties to a third party.

13. FINAL PROVISIONS

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

The Annex is integrant part of this Contract.

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

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

Date of signing the Contract: (_____)

SIGNATURES AND STAMPS

MANDATOR,

MANDATEE,

(_____)

(Signature and stamp)

(_____)

(Signature)

INTEGRITY CRITERIA

Taking into account the following:

The members of the Directorate have the obligation to declare any personal interest that may come in contradiction with the objective exercise of duties that they exercise in fulfilling their mandate;

The members of the Directorate have the obligation to take all necessary measures in order to avoid situations like conflicts of interests and incompatibility.

The early detection and the removal in due time of the premises for occurrence of corruption deeds are priority and imperative;

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

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

The behaviour lacking integrity is a form of undermining the Company mission, according to laws and regulations in force, leading to an intoxicated organisational environment for employees and third parties, while impacting the legitimate interests of all those involved, including public interest,

The Mandatee assumes the following integrity criteria:

1. He is a competent, honest person, willing to contribute to the development of the Company;
2. Sticks to the values and principles of the Code of Ethics of Company;
3. He takes decisions only in the Company's interests (his decisions are not taken in order to get financial benefits or other material advantages for himself, his family or close friends);
4. He does not have trade relationships with the Company, its subsidiaries or with a partner company and not even relatives up to first and second degree who are in trade relationships with the Company or with its subsidiaries;
5. He ensures the transparency principle on his decisions and actions;
6. He has the duty to declare any particular interests related to the fulfilment of responsibilities specific for the Mandator and to take a stand in order to solve any conflicts of interests that might occur, so as to protect the Company's interest.
7. He is responsible for his decisions and actions before shareholders and subjects himself to any performance evaluation when carrying out his mandate.

8. He must not create financial obligations or of any other kind towards organizations or natural or legal persons that would influence the way in which he carries out his duties specific to the mandate received from shareholders;
9. He was not sent to Court or was criminally convicted for committing a crime of corruption or an act related to non-compliance with the regime of prohibitions, incompatibilities, conflict of interest or declaration of assets, misappropriation of funds, tax evasion, facts related to the exercise of the duties of member of Directorate or for any other facts foreseen by criminal law;
10. The National Integrity Agency has not issued a final ascertaining deed against him, regarding his trespassing legal obligations associated to unjustified fortunes, conflicts of interests or the incompatibility regime;
11. He is not under final judgment from law courts determining he was a co-worker or employee of the former Securitate as political police, according to legal provisions and he did not /does not promote extremist ideas or actions (racism, xenophobia, antisemitism etc);
12. He has not obtained titles and diplomas by plagiarism or intellectual theft proven by final court ruling;
13. He is not under judiciary control for any kind of offence, nor under preventive or house arrest;
14. He has not shown injurious, aggressive or improper behaviour towards his colleagues;
15. He gets actually involved in promoting the company's integrity and provides his own personal example of integrity, by properly sanctioning or managing rule violations, from the lesser ones like administrative deviations to most serious ones like criminal offences.

SIGNATURES AND STAMPS

MANDATOR,

MANDATEE,

(_____)

(_____)