

**ADMINISTRATION AGREEMENT NO. \_\_\_\_\_**

Concluded today

**I.Preamble**

Considering the following:

- Government Resolution no. ....regarding the establishment of The company Nationala Nuclearelectrica S.A.;
- Provisions of O.U.G. no. 109/2011 regarding the corporative management of the public enterprises, approved through the Law no. 111/2016, with the subsequent modifications and completions („O.U.G. no. 109/2011”);
- Provisions of the Law no. 31/1990 companies law, republished, with modifications and completions („Law no. 31/1990”);
- Updated Memorandum of Association of the company;
- Provisions of art. 1913-1919, art. 1924, as well as art. 2009 and the following, Civil Code;
- Resolution of the General Ordinary Meeting of the company Shareholders no.....from.....for the approval of the mandate agreement between the company and the company administrators.

*And considering that:*

- Through the Resolution no. ....from....., the General Ordinary Meeting of the company Shareholder nominated Mr./Mrs. \_\_\_\_\_ as member of the Board of Directors, and he/she has expressly accepted the nomination, having to exercise, along with the other members of the Board of Directors, the attributions stipulated by the Law no. 31/1990, by the company Memorandum of Association, („Memorandum of Association”), and the O.U.G. no. 109/2011;
- Law no. 31/1990, O.U.G. no. 109/2011 with the subsequent modifications and completions, as well as the company Memorandum of Association, impose the members of the Board of Directors that, for their mandate duration, not to be in any legal employment relation with the company;

The Parties agree to conclude the present mandate agreement, named, further on, as well Administration Agreement, („Administration Agreement”), following the free will expressed by the signatory Parties.

**II. The contracting Parties**

**Art. 1.**The company.....trading company administrated in unitary system, having the registered office in the Municipality....., str. ...., no....., district....., registered at the Trade Register Office around the Court of Law..... under the no. ....,CUI/CIF RO ....., code IBAN.....opened at....., represented by Mister\_\_\_\_\_, as principal,(„Company”),

**and**

Mr./Mrs.\_\_\_\_\_, Romanian citizen, born at\_\_\_\_\_ in mun.\_\_\_\_\_, district.\_\_\_\_\_, residing in mun.\_\_\_\_\_, str. \_\_\_\_\_, no.\_\_\_\_\_, bl. \_\_\_\_\_, ap. \_\_\_\_\_, district. \_\_\_\_\_,owner of

CI series\_\_\_\_ no.\_\_\_\_,issued by\_\_\_\_, on\_\_\_\_, CNP\_\_\_\_\_, as non-executive administrator(„Administrator“).

### ///. Definitions

**Art. 2.** In the present Administration Agreement, the terms below will have the following meaning:

- a. **Memorandum of Association**–the Memorandum of Association of..., approved by the General Meeting of Company Shareholders, as it is in force at the date of the present Administration Agreement or as it will be modified/completed/reformulated, through the resolution of the General Meeting of Company Shareholders;
- b. **Legal applicable frame**–the assembly of the Romanian legal norms contained in O.U.G. no.109/2011 with the subsequent modifications and completions, the Companies law no. 31/1990, with the subsequent modifications and completions, Civil Code, Fiscal Code, as well as other legislative papers incident to the present Administration Agreement, applicable to the Parties;
- c. **Conflict of interests**–any situations or consequences determined/determinable according to the in force legal frame and to the Company organization and functioning regulations(„ROF“), in which the personal interest, direct or indirect, of the Administrator, is against the Company interest, so that it is affecting or might affect its independence and impartiality in taking business decisions and the timely and objective fulfillment of its attributions for exercising its mandate for the Company,
- d. **Final impossibility of exercising the mandate/legal impediment**–(i) any circumstance that creates an unavailability with the duration longer or equal to 90 consecutive natural days, leaving the administrator unable to perform his duties, personal or by proxies, (ii) preventive detention, (iii) administrator’s detention, (iv) annulment of the resolution of the general (ordinary) meeting of the Company shareholders for the administrator’s nomination, etc.;
- e. **Remuneration** of the Administrator – means the remuneration consisting of a fix monthly salary established through the resolution of the general meeting of the shareholders, observing the provisions of art.153<sup>18</sup> of the Law no.31/1990, with the subsequent modifications and completions, of art. 64 paragraph (3)and of art. 37 of OUG no. 109/2011, with the subsequent modifications and completions;
- f. **Major force**–means any external event, unpredictable, invincible and unavoidable, which might not be predicted at the conclusion moment of the present Administration Agreement and which makes impossible the execution, respectively, the fulfillment of the Administration Agreement; there are considered, as well, events like: wars, revolutions, fires, floods or anyother natural disaster, restrictions appeared consequent to a quarantine, embargo, the enumeration not being exhaustive, but declarative. There is not considered major force an event like the ones above, which, without creating execution impossibility, makes extremely expensive the obligations execution for one of the Parties.
- g. **Business decision**–means any decision to take or not to take some measures regarding the company administration;
- h. **Fortuitous event**–means an event which could not be predicted by the administrator nor impeded by him; there is assimilated to the fortuitous event the modification of the legal frame, for the regulation of the fiscal system in Romania existent at the present Agreement signing date and which further impairs the Company;
- i. **Confidential information** – information connected to the economic activity of the *Company* which are not public, according (i) to the law, to the resolutions of the general meetings of the shareholders, (iii) the resolutions of the Board of Directors and (iv) the internal regulations of the Company.

### IV. Contract object

**Art. 3.**Through the present Administration Agreement, the Administration is empowered to adopt, along to the other administrators, all the necessary measures for administrating the Company, according to the provisions of the in force applicable frame, as well as to the Company Memorandum of Association and to the ones of the present Administration Agreement, in the limits of the Company activity field and observing the exclusive abilities, reserved by the Law no.31/1990, O.U.G. no.109/2011 and by the Memorandum of Association, for the Board of Directors, to the President of the Board of Directors, the General Meeting of the Shareholders and the executive administrators of the Company.

**Art. 4.** In order to fulfill the object of the present Administration Agreement, the Administrator will make all the necessary deeds for the administration of the Company assets in its interest, for the fulfillment of the activity object and will exercise the attributions established for it through the Memorandum of Association and through the present Administration Agreement.

**Art. 5.** The Mandate enforcement place is at the Company registered office, indicated at art. 1 from the present Agreement or at the place where is acting as Company representative. The mandate fulfillment place can be modified by the company and it can be established either at the registered offices of the Company affiliates, or at another location established by the Company. The decision regarding the modification of the mandate fulfillment place is communicated by the Company, according to the Organization and functioning resolution of the Administration Council.

#### **V. Duration of the Administration Agreement**

**Art. 6.** The Administration Agreement is concluded for a period of....., starting with.....until..... The duration of the administration agreement can be extended only provided the extension of the administration mandate through an AGA resolution, according to the law. The present agreement is valid provided the position acceptance by the nominated administrator.

#### **VI. Obligations of the administrator**

**Art. 7.** The administrator has the obligation, **along with the other members of the Board of Directors**, to exercise the following main attributions:

- 7.1. To establish the main activity and development directions of the Company;
- 7.2. To establish the nomination and remuneration committee and the audit committee, according to the legal in force provisions;
- 7.3. To establish the accounting policies and the financial control system and the approval of the financial planning;
- 7.4. To nominate and dismiss the managers and the general manager, which are having mandate contract and to establish their remuneration at the recommendation of the nomination and remuneration committee;
- 7.5. To evaluate the activity of the general manager under the aspect of executing the mandate contract.
- 7.6. To approve the Organization and functioning regulation of the Board of Directors;
- 7.7. To establish the attributions delegated to the Company executive management, respectively to the general manager and to the other managers, according to the provisions of the Law 31/1990, with the subsequent modifications and completions, in order to execute the Company operations,
- 7.8. To approve the conclusion of any agreements for which was not delegated the competence of the general manager and of the managers, in the limits stipulated by the Memorandum of Association;
- 7.9. to summon and/or to approve the summoning of the General Meeting of the Shareholders, to organize the General Meetings of the Shareholders, to participate to the meetings of the general meeting of the shareholders and to implement the resolutions of the general meetings of the shareholders, to inform all the shareholders regarding any activity or event that might have a significant influence upon the company situation;
- 7.10 To present to the General Meeting of the Company Shareholders, in the term stipulated by the in force legislation, the report regarding the company activity, the balance and the profit and loss account for that year, to make recommendation regarding the profit distribution and to approve the project of the Company incomes and expenses budget for the current year;
- 7.11 To present semesterly to the General Meeting of the Company Shareholders a report upon the administration activity, which includes, as well, information regarding the execution of the mandate contracts of the managers, details regarding the operational activities, to the financial performances of the Company and to the semester reports of the Company;
- 7.12 To establish the contracting level of the current bank loans, of the short and medium term commercial credits and to approve the issuing/establishment of guarantees;
- 7.12. To grant a mandate to the general manager or to the negotiation committee in order to negotiate the collective employment contract and to approve and sign its final form.
- 7.13. To introduce the request for opening the Company insolvency procedure, according to the law, as appropriate;
- 7.14. To propose to the General Meeting of the Company Shareholders the increasing of the share capital when this

measure is necessary for the activity development, the establishment/dismissal of new units/subunits, merger, division, as well as the establishment of legal persons, with or without legal personality, by association with other persons in the country/abroad;

7.15.To exercise the attributions that have been delegated by the General Meeting of Company Shareholders according to the Companies Law no. 31/1990, with the subsequent modifications and completions, as well as any other attributions stipulated by the law or by the Memorandum of Association.

7.16.To approve the level of the professional liability assurance for the General manager.

**Art. 8**As well, the Administrator has the following obligations:

8.1. Not to be connected to the Company through an employment contract;

8.2. To exercise the loyalty mandate, with the prudence and diligence of a good administrator in the exclusive interest of the company and not to assume any special obligations towards a Company shareholder or another connected to the Company activity;

The administrator is not breaking the above mentioned obligation if, when taking some business decision, he is reasonably empowered to consider (i) that he is acting in the Company interest and (ii) he has taken the decision based on the proper information.

8.3. To adopt all the necessary measures for protecting the Company patrimony;

8.4. To keep the confidentiality of the information and Company trade secrets, to which had access through the documents presented to the Board of Directors, except the cases when this use is imposed by the law or is necessary in the relation with the public authorities and/or by the participation of the Administrator within some litigation having as object the Company activity, inclusive for a period of 5 years after the mandate termination;

8.5. To avoid the conflicts of interests reported to the Company;

8.6. Not to conclude legal deeds with the Company, unless under the conditions established by the law.

**Art. 9.**The administrator, along with the other administrators, has the obligation to summon the General Meeting of the Shareholders in order to approve any transaction, if this has, individual or in a series of concluded transactions, a value bigger than 10% of the company net assets value or bigger than 10% of the company turnover, according to the last financial statements audited by the administrators, with the managers, with the employees or with the shareholders that are controlling the Company or with a company controlled by them; the obligation is valid, as well, in case of the transactions concluded with the husband or wife, the relatives or affiliates until the IV grade, inclusive.

**Art. 10.** The administrator, along with the other administrators, has the obligation to inform the shareholders, within the first General Meeting of the Shareholders following the conclusion of a legal deed, upon any transaction concluded by the Company with:

- The persons stipulated at art. 9, if the transaction level is under the level of 10% of the company net assets value or bigger than 10% of the company turnover, according to the last financial statements;
- With another company or with the tutelary public authority, if the transaction has a value, individual or in a series of concluded transactions, f at least the equivalent of 100.000 Euro.

**Art. 11.** The administrator, along with the other administrators, has the obligation to present to the General Meeting of the Company Shareholders, in a special chapter, the legal deeds concluded according to art. 9 and 10, specifying the following elements: the parties who have concluded the legal deed, the conclusion date and the deed nature, the description of its object, the total value of the legal deed, the reciprocal receivables, the established guarantees, the payment terms and modalities and any other essential and significant information connected to those legal deeds, as well as any information regarding the determination needs of those legal deeds effects upon the Company financial situation.

**Art. 12.** The administrator has the obligation not to use in his own behalf and not to disclose to any unauthorized person any confidential or secret information regarding the Company activity.

**Art. 13.** The administrator will not use the confidential information directly or indirectly, in his own behalf or in behalf of some third persons, except the situation when such use is requested by law or by the participation of the administration to some action in the Court of Law.

**Art. 14.** The administrator will totally observe the non-competition obligations stipulated by the in force legislation.

## **VII. The rights of the administrator**

**Art. 15.** The administrator benefits of a gross fix monthly salary for the execution of his mandate, in amount of \_\_\_\_\_ lei, equal with 2 times the average amount for 12 months of the monthly gross average salary in the Company activity field, communicated by the National Statistics Institute, before the nomination.

**Art. 16.** The salary payment is made once a month, respectively at.....of the month, no matter the number of the meetings held in that month.

**Art. 17.** The administrator benefits of the deduction of the expenses connected to the mandate execution, based on justifying documents, in the same amount corresponding to the general manager position, like: accommodation expenses, daily allowance, transport and any other kind of expenses connected to the mandate execution and no matter if they have been generated by the travel in the country or abroad, as well as by the use of some inventory objects/fixed assets necessary for the activity development.

**Art. 18.** The administrator must be insured for professional liability. The payment of the premiums afferent to this insurance, whose quantum is approved by the general meeting of the shareholders, will be made by the company and it will not be deducted from the salary of the administrator.

## **VIII. The company obligations**

**Art. 19.** *The company* undertakes to pay all the money rights for the administrator, stipulated in the present Administration Agreement, inclusive to retain at the source and to transfer at term the income tax and all the other obligatory contributions, fiscal or of any other nature, which belong to the Administrator, in the name and for him.

**Art. 20.** *The company* undertakes to assure for the administrator the complete freedom in order to fulfill his mandate/attribution/obligations, observing the limits stipulated by the Memorandum of Association, the present Contract and by the legal in force frame, as it is stipulated at art. 2, letter b) from the Contract.

**Art. 21.** *The company* undertakes to assure for the administrator the necessary conditions for developing his activity.

## **IX. Responsibilities of the parties**

**Art. 22.** The non-fulfillment or the inconsistent fulfillment of the obligations assumed by any of the signatory parties of the present Administration Agreement is making responsible the guilty party.

**Art. 23.** The party that has determined the termination of the present Administration Agreement due to the non-fulfillment or the inconsistent fulfillment of the assumed obligations is responsible in front of the other party by covering all the damages that have been generated by the termination of the Administration Agreement.

**Art. 24.** The administrator is responsible for the guilty execution: (i) of the provisions in the present Administration Agreement, (ii) of the provisions in the resolutions adopted by the General Meeting of Company Shareholders and (iii) of the provisions in the Memorandum of Association.

**Art. 25.** The administrator is not breaking the prudence and diligence obligation and is not answering in case when, taking some business decision, he is reasonably empowered to consider that is acting in the Company interest and based on proper information and, if there is no fortuitous event, as it is defined.

**Art. 26.** *The company* is answering for the guilty execution of the obligations assumed through the present Administration Agreement and he will cover all the damages which have been generated.

#### **X. Major force**

**Art. 27.** The parties are exonerated of their responsibilities in case of major force, as it is defined at art. 2 lit. f) from the present Administration Agreement.

**Art. 28.** In case of major force, the parties will make common efforts in order to reduce the eventual damages that might result upon the intervention of such cause.

**Art. 29.** The parties undertake, as well, to notify each other, in writing, not later than 5 (five) days from the intervention of some major force cause and, generally, to inform each other in due time regarding the eventual impediments de able to lead to some difficulties in the execution of the object of the present Administration Agreement.

#### **XI. Modification of the administration agreement**

**Art. 30.** The present Administration Agreement can be modified only through the written agreement of the signatory parties, expressed through a Memorandum.

**Art. 31.** The present Administration Agreement will be correspondingly adapted to the legal regulations after its conclusion and the ones that are in force.

#### **XII. Termination of the administration agreement**

**Art. 32.** The present Administration Agreement is terminated by:

- 32.1. expiring the duration for which it has been concluded;
- 32.2. the immediate revoking of the Administrator, by the General Meeting of Company Shareholders,  
For the unjustified non-fulfillment of the obligations stipulated in the present agreement;
- 32.3. the death of the administrator;
- 32.4. the company insolvency or bankruptcy;
- 32.5. the agreement of the signatory parties;
- 32.6. the administrator renouncing to the mandate, do to non-attributed causes;
- 32.7. The intervention of some legal impediments, as they are defined at art. 2 lit. d) from the present Administration Agreement, that are impeding the administrator to occupy this position.

**Art. 33.** The administrator's mandate can be revoked, as well, in the following cases: (i) against him has been started some legal action connected to the execution of some crime against the patrimony by disregarding the trust, of a corruption crime, bedazzlement, of some deed forgery crime, fiscal evasion, of some crime stipulated by the Law no. 656/2002 for the prevention and punishing the money laundry, as well as for establishing some prevention and avoiding measures regarding the financing of terrorism actions, republished, (ii) has committed a crime stipulated by the Law no. 31/1990 or (iii) the existence of some final penal resolution regarding the committing of some intentional crime, according to the penal law. In these cases, the mandate revoking by the General Meeting of Company Shareholders will not be considered revoking without a justified cause.

#### **XIII. Litigations**

**Art. 34.** Any litigation between the parties regarding the conclusion, execution, modification, termination or interpretation of the clauses in the present Administration Agreement, which cannot be amicably solved, will be submitted to the competent Romanian courts of law.

#### **XIV. The confidentiality obligation between the parties**

**Art. 35.** The parties undertake to keep the confidentiality according to the in force applicable legal and statutory provisions, upon all the data, information and document received from the other party during the execution of the present Administration Agreement.

**Art. 36.** The parties can disclose information or documents afferent to the development of the present Administration Agreement only to the persons involved in its execution, which, at their turn, will have the obligation not to use them in any other purpose than the execution of the present agreement, obligation brought to their knowledge by the signatory party of the present Administration Agreement.

**Art. 37.** There is not considered a confidentiality obligation the information disclosure in one of the following situations:

- 37.1. If the information was known by the party before they have been obtained from the other party and this can be proven;
- 37.2. If the information disclosure was made after receiving the written agreement of the other party;
- 37.3. If the information was publicly known at its disclosure date;
- 37.4. If the party has disclosed the information in order to observe some legal provisions or the provisions of a court of law.

#### **XV. Final provisions**

**Art. 38.** The administrator declares that he acknowledges the provisions of the present Memorandum of Association.

**Art. 39.** The administrator declares that he is not in any of the in compatibility situations, stipulated by O.U.G. no. 109/2011 and the Law no. 31/1990, or the competition, stipulated by the in force legislation.

**Art. 40.** The present Administration Agreement is governed and interpreted according to the provisions of the Romanian law. For any other aspect that was not expressly mentioned in its content, the present Administration Agreement is completed by the provisions of the Romanian civil code. As well, the present Administration Agreement is completed by the provisions of the Law no. 31/1990 and O.U.G. no. 109/2011.

The present Administration Agreement is not an employment contract and it is not governed by the labor legislation.

**Art. 41.** This Administration Agreement represents the entire understanding between the parties ad supersedes any other previous understandings, written or oral, interfered between the parties regarding the object of the present contract.

**Art. 42.** If some clauses of the present Administration Agreement are becoming inefficient from the legal point of view, the validity of the other provisions of the present Contract will not be affected. In such cases, the parties agree to renegotiate in good faith any clause that became inefficient from the legal point of view, thus adding the renegotiated clause to the provisions of the present Administration Agreement, by concluding a Memorandum.

**Art. 43.** All the modifications that the parties are addressing to each other based on the present Administration Agreement are made in writing and are transmitted by fax, e-mail, registered letter with confirmation receipt or by courier at the addresses indicated at pct. II of the present Contract. According to the concrete situation, the parties will choose, in good faith and reasonably, the most adequate notification mean among the ones mentioned within the first paragraph of the present article, so that the notification reaches its goal and contributes to the fulfillment of the contractual obligations afferent to the parties.

**Art. 44.**If, in any moment, for the duration of the present Administration Agreement, one of the parties does not expressly insist to enforce a certain provision of the Contract, it does not mean that the party has waved such provision or waved the right to enforce such provisions.

In witness, we concluded today\_\_\_\_\_, at the Company registered office, in 2 (two) original counterparts, the present Administration Agreement, the parties declaring, as well, that have received each of them, after signing the present Contract, one counterpart.

**The company,**  
Through:

.....

**Administrator,**