

CONTRACT OF MANDATE NO. _____ / _____

Societatea Națională Nuclearelectrica S.A., one-tier trading company, with the registered office in Bucharest, 65, Polona St., having the Sole Identification Number 10874881, registered with the Trade Register Office attached to Bucharest Law Court under no. J40/7403/1998, IBAN account opened with, duly represented by, as **Principal**, (the "Company"), and

Mr./Mrs. _____, _____ citizen, born on _____, in the locality of _____, domiciled in _____, identified by the identity card series _____, no. _____, Personal Identification Number _____, as director or **agent** ("Director/Agent").

collectively referred to as the "Parties" and individually as the "Party"

CONSIDERING THE FOLLOWING:

- Government Decision no. 365/1998 on the establishment of Compania Națională de Electricitate SA, Societatea Națională Nuclearelectrica SA and the Autonomous Administration for Nuclear Activities by the reorganization of the RENEL Electricity Autonomous Administration (Government Decision no. 365/1998);
- Government Emergency Ordinance no. 109/2011 on the corporate governance of public undertakings ("GEO no. 109/2011"), as further amended and supplemented;
- Government Decision no. 722/2016 for the approval of the enforcement Guidelines for the application of certain provisions of the Government Emergency Ordinance no. 109/2011 on the corporate governance of public undertakings (GD no. 722/2016);
- Law no. 31/1990 on trading companies, republished, as amended and supplemented, ("Law no. 31/1990");
- Law no. 24/2017 on the issuers of financial instruments and market operations ("Law no. 24/2017");
- The Articles of Incorporation of Societatea Nationala Nuclearelectrica S.A. (the "Articles of Incorporation");
- The provisions of art. 1913-1919, art. 1924 and the rules applicable to the contract of mandate in the Civil Code, art. 2009 et seq.;
- The Resolution of Ordinary General Meeting of the Shareholders of the Company, (the "General Meeting of the Shareholders ") no. _____ as of _____, whereby the Agent has been appointed director at the Company for a four-year term and has accepted the appointment, subsequently exercising, along with the other members of the Board of Directors, the duties stipulated by Law no. 31/1990, by the Articles of Incorporation of the company, by GEO no. 109/2011, as well as any other obligations of the directors;
- The Resolution of the Ordinary General Meeting of Shareholders of the Company no. _____ as of _____ of approval of the contract between the company and the directors of the company;
- It is necessary for the rights and obligations of the signatory parties to be established, in the context of a legal relationship appropriate to the exercise of the position of member of the Board of Directors,

the Parties hereby agree to conclude this contract of mandate, hereinafter referred to as "the Contract", following the agreement expressed by the signatory parties.

Article 1 Definitions

In this Contract, the terms below shall have the following meanings:

- a. **Articles of Incorporation** - the Articles of Incorporation of the Company, approved by the General Meeting of the Shareholders of the Company, as it is in force on the date of this Contract or as amended/supplemented/reworded by a resolution of the Extraordinary General Meeting of the Shareholders of the Company, during the exercise of the mandate by the Director;
- b. **Applicable legal framework** - the set of Romanian legal guidelines comprised in GEO no. 109/2011, the Companies Law no. 31/1990, GD no. 722/2016, the Civil Code, the Tax Code, as well as other legislative acts pertaining to this Contract of Mandate, applicable to the parties;
- c. **Conflict of Interests** - any situations or circumstances determined/determinable according to the applicable legal framework, wherein the direct or indirect interest of the Director is contrary to the interest of the Company, so that it affects or might affect the independence and impartiality thereof in business decision-making or the due and objective fulfillment of the duties incumbent thereupon during the exercise of the mandate thereof for the *Company*;
- d. **Permanent impossibility of exercise of the mandate/legal impediment** - any circumstance creating unavailability with a duration longer than or equal to 90 consecutive calendar days, making it impossible for the Director to fulfill the duties thereof (e.g. the preventive custody or the arrest of the Director, the cancellation of the resolution of the Ordinary General Meeting of the Shareholders of the *Company* for the designation of the Director, etc.);
- e. **Remuneration** due to the Director - means the remuneration consisting of a monthly fixed indemnity and a variable component established by resolution of the general meeting of the shareholders, in compliance with the provisions of art. 153¹⁸ of Law no. 31/1990, as further amended and supplemented and art. 37 of the GEO no. 109/2011, as further amended and supplemented;
- f. **Force Majeure** - means any external, unpredictable, insurmountable and unavoidable event, that could not have been foreseen upon the conclusion of this Management Contract and rendering impossible the execution and the respectively fulfillment of the Contract of Mandate; the following are considered such events: wars, revolutions, fires, floods or any other natural disasters, restrictions occurred as a result of quarantine, embargo, the enumeration not being exhaustive, but declarative. An event similar to the aforementioned which, without creating an impossibility of performance, makes extremely costly the fulfillment of the obligations of one party is not considered force majeure.
- g. **Business Decision** - means any decision to take or not to take certain measures regarding the management of the Company;
- h. **Act of God** - means an event that could not be predicted by the director or thereby prevented from happening; the amendment of the legal, regulatory and tax framework in Romania existing upon the signing of this Contract and additionally encumbering the Company is assimilated to the Act of God.

Article 2 Duration of the Contract of Mandate

2.1 This Agreement is concluded for a period of _____ starting with the date of _____ until the date of _____.

2.2 The mandate may be renewed only based on the approval of the General Meeting of the Shareholders in case the requirements established by law are met.

2.3 Upon the completion of the mandate as Director or upon the occurrence of a legal or conventional cause of termination of the mandate, the contract concluded between the Parties shall terminate.

Article 3 Scope of the Contract

3.1 By means of this Contract of Mandate, the Director is empowered to adopt, along with the other directors, all the measures necessary for the management of the Company, in compliance with the provisions of the applicable legal framework, as well as the Articles of Incorporation of the Company and those of this Contract, within the limits of the scope of business of the Company and in full observance of the exclusive competencies stipulated by the applicable law, as well as in compliance with the recommendations comprised in the applicable corporate governance guidelines and codes.

3.2 In order to accomplish the scope of this Contract, the Director shall perform all the actions necessary for the management of the assets of the Company, for the best interest of the fulfillment of the scope of business and shall exercise the attributions established therefor by the Articles of Incorporation and by this Contract.

3.3 The place of performance of the Mandate is at the registered office of the Company or at the place where they act as representative of the Company. The place of accomplishment of the Mandate may be changed by the Company and may be established either at the head office of the branches of the Company or at another location established by the Company. The decision on the change of the place of performance of the mandate is communicated by the care of the Company, according to the Internal Regulations of the Board of Directors.

Article 4 Director's Remuneration

4.1 The Director benefits from a remuneration consisting of:

(i) a gross monthly fixed indemnity amounting to, approved by the Resolution of the Ordinary General Meeting of the Shareholders no. _____/_____ for the accomplishment of the entrusted mandate, equal to twice the average for the last 12 months of the average gross monthly salary for the activity performed according to the main scope of business registered by the company, at class level according to the classification of the activities in the national economy, communicated by the National Institute of Statistics prior to the appointment.

(ii) a variable component established based on financial and non-financial performance indicators negotiated and approved by the General Meeting of Shareholders, determined in full observance of the methodology stipulated by the GD no. 722/2016 and pursuing the long-term sustainability of the Company and providing the compliance with the principles of good governance.

The variable component of the Director's remuneration is annually reviewed, according to the level of accomplishment of the objectives comprised in the management plan and the degree of fulfillment of the financial and non-financial performance indicators approved by the general meeting of the shareholders, enclosed to the contract of mandate.

4.2 This Contract shall be supplemented by an addendum comprising the variable remuneration, the financial and non-financial performance objectives and indicators set by the General Meeting of the Shareholders, as well as those in the letter of expectations.

4.3 The monthly fixed indemnity shall be paid to the Director on the last business day of the month for which it is due, regardless of the number of meetings during that month.

Art. 5 Director's Rights, Representations and Obligations

5.1 Director's Rights

- a) the right to request to the directors of the Company information on the activity of the Company, having access to all the documents on the operations of the Company within the terms of the law;
- b) the right to monthly receive the monthly fixed indemnity indicated in art. 4.1 of this Contract;
- c) the right to be reimbursed all the expenses related to the fulfillment of the mandate, based on the supporting documents and within the terms of the law (including, but not limited to business class travels, hotel, transportation, telephone, daily allowance, protocol meals). The level at which the transportation, accommodation and daily allowance expenses shall be settled are going to be those set for the General Manager/ Managers.
- d) the right to use inventory items/ fixed assets necessary for the activity performance, such as, but not limited to mobile phone, laptop, car, and to have an office space suitable for the accomplishment of tasks even outside the framework of the board meetings;
- e) the right to benefit from the legal charges (stamp duty, expenses on lawyers, expenses on expert appraisals and/or experts within the trial) in order to defend against a claim of a third party against the Director related to the accomplishment of the duties according to this Contract, the Articles of Incorporation, the Legal Framework, the Internal Regulations of the Board of Directors to the extent that they are not already covered by the directors and officers liability template insurance policy in force at that time;
- f) The right to benefit from the payment and withholding of any taxes owed by the Director in relation to the remuneration and benefits of this Contract by the Company on behalf and on account of the Director;
- g) the right to withdraw from the position of Director, subject to prior written notice to the Company, at least 30 (thirty) business days prior to the withdrawal; with the consent of the Company expressed by the General Meeting of the Shareholders, being possible for this notice period to be shorter;
- h) the right to be insured for professional civil liability (Directors and Officers Liability template insurance) regarding the activity thereof within the Board of Directors for an insured amount established by the Articles of Incorporation or by the General Meeting of the Shareholders, the insurance premium to be paid by the Company; the payment of the premiums related to this insurance shall be made by the company and shall not be deducted from the remuneration that the Director is entitled to;
- i) the right to benefit from the annual discharge (after the approval of the annual financial statements audited in virtue of the directors' report);
- j) the right to request the Company, along with the other directors, to contract specialized assistance in order to substantiate the decisions made within the board (including, but not limited to audits, anti-fraud investigations, market analyses and others);
- k) the right to benefit from the same package of medical services and/or medical insurance contracted by the company for the Managers.

5.2 Director's Representations

- a) The Director represents that they acknowledged the provisions of the Articles of Incorporation of the Company, of the Regulation of the Board of Directors;
- b) The Director represents that they are not in any of the situations of incompatibility or competition stipulated by Law no. 31/1990, the GEO no. 109/2011 or any other applicable legal regulations.
- c) The Director represents that they are independent/dependent, based on the criteria of independence established by Law no. 31/1990.
- d) The Director represents that they have acknowledged the provisions of NSN - 23 - Nuclear Safety Guidelines on the training, qualification and authorization of personnel of the organizations operating nuclear facilities approved by the National Commission for Nuclear Activities Control by Order no. 108 published in the Official Gazette, Part I, no. 438 as of June 13th, 2017, as well as the fact that they have to prove that they have the necessary knowledge, skills and attitudes for decision-making with impact on nuclear safety and shall be subject to verification by CNCAN in this respect. Thus, the Director is bound to obtain the authorization/permit or any other document issued by CNCAN within maximum 12 months

of the mandate starting date, certifying that they have the knowledge, skills and attitudes necessary for decision-making with impact on nuclear safety.

5.3 Directors' Obligations

5.3.1 The Director, along with the other members of the Board of Directors, has the following main obligations:

- a) to elaborate and approve, within 30 days of the appointment date thereof, the management component of the management plan, in order to accomplish the financial and non-financial performance indicators;
- b) within 5 days of the approval of the management plan, to convene the general meeting of the shareholders, in order to negotiate and approve the financial and non-financial performance indicators resulted from the management plan;
- c) to negotiate the financial and non-financial performance indicators based on the management plan and the letter of expectation within 45 days of the communication date thereof to the tutelary public authority; if, upon the expiry of this term, the negotiation is not completed, the term may be extended only once by maximum of 30 days, upon the request of either Party. In case of failure to negotiate within the two rounds, the Director along with the other members are revoked, without being entitled to liquidated damages.
- d) within 90 days of the appointment date, along with the other members of the Board of Directors, to adopt a code of ethics, which is published by the care of Chairperson of the Board of Directors on the website the Company and is yearly reviewed, if applicable, with the approval of the internal auditor, being republished on May 31st of the current year;
- e) to establish the main directions of activity and development of the Company;
- f) to establish the accounting policies and the financial control system and the approval of the financial planning;
- g) to delegate the management of the Company to one or several managers selected according to the provisions of the GEO no. 109/2011, appointing one of them general manager, to revoke the managers and the general manager, and to set the remuneration thereof upon the recommendation of the nomination and remuneration committee; the managers and the general manager may be appointed from among the directors becoming executive directors or from outside the Board of Directors;
- h) to supervise and assess the activity of the general manager and the managers with contract of mandate, both in terms of the performance of the contract of mandate and as regards the compliance with and the accomplishment of the management component of the management plan;
- i) to elaborate the annual report, the organization of the general meeting of the shareholders and the implementation of the decisions thereof;
- j) to file the application for the initiation of insolvency proceedings, according to the law;
- k) to establish the nomination and remuneration committee and the audit committee and other committees, according to the applicable legal provisions;
- l) to approve the Internal Regulations of the Board of Directors;
- m) to establish the duties delegated as incumbent upon the executive management of the Company, respectively as incumbent upon the general manager and of the other managers with management attributions, as stipulated by Law no. 31/1990, in order to perform the operations of the *Company*;
- n) to approve the conclusion of any operations/contracts for which the competence of the general manager and the managers has not been delegated, within the limits stipulated by the Articles of Incorporation;
- o) to elaborate an annual report on the activity of the Company in compliance with the provisions of art. 56 of GEO no. 109/2011, as further amended and supplemented;
- p) to convene or, as applicable, to approve the convening of the general meeting of the shareholders, to organize the general meetings of the shareholders, to attend the meetings of the general meeting of the shareholders and to implement the decisions of the general meetings of the shareholders, to inform all the shareholders about any action or event likely to have a significant influence on the status of the company;
- q) to present on a yearly basis to the General Meeting of the Shareholders of the Company, within the term stipulated by the relevant law, the report on the activity of the Company, the balance sheet and the

profit and loss account for that year, to make recommendations on the distribution of the profit and to approve the draft income and expense budget of the Company for the current year;

r) to approve the management component of the management plan of the executive management (general manager and managers), to perform the quarterly monitoring and, as applicable, to request the supplementing or review of the management component of the management plan, if it does not provide for the measures to fulfillment of the objectives contained in the letter of expectations and does not include the forecast results, providing the assessment of the financial and non-financial performance indicators;

s) to assess on a yearly basis the activity of the general manager and the managers, envisaging both the performance of the contract of mandate and the management component of the management plan; the assessment report is published on the website of the tutelary public authority on May 31st of the year following the year for which the assessment is made. The data that are confidential or secret by law are exempt from publication.

t) to exercise the attributions established for the Board of Administration in the Articles of Incorporation and within the applicable legal framework as well as those delegated thereto by the General Meeting of the Shareholders of the Company, according to the Companies Law no. 31/1990, as further amended and supplemented;

u) to present on a biannual basis to the General Meeting of the Shareholders a report on the management activity, including information on the performance of directors' contracts of mandate, details on the operational activities, the financial performance of the company and the half-yearly accounting reports of the company;

v) to approve the level of the professional liability insurance for the General Manager and the Managers of the Company;

w) along with the other members of the Board of Directors, they provide the publication on the website of the Company of the remuneration policy and criteria for the members of the Board of Directors and the Managers;

x) they represent the Company in the relations with the Director Manager/Managers;

y) along with the other members of the Board of Directors, they approve the financial accounts of the Company;

z) they participate in the General Meetings of the Shareholders of the Company;

aa) they take all the necessary and useful measures for the proper operation of the Company, having the competencies and the attributions established by law and the Articles of Incorporation, as well as those delegated by the General Meeting of the Shareholders, except for those reserved to the General Meeting of the Shareholders or the General Manager/Managers, according to the law or the Articles of Incorporation;

bb) within the exercise of the duties thereof stipulated by this Contract, the Director shall cooperate with the other members of the Board of Directors, the employees of the Company, as well as the external/internal consultants thereof or other members of the management of the Company;

cc) The Director shall fulfill their duties in compliance with the highest professional standards established for this type of activity and the provisions of this Contract. Within the exercise of their decision-making powers, the Director shall act for the best interest of the Company;

dd) In the case of appointment as chairperson of the Board of Directors, the Director shall also have the duties corresponding to this position, set forth in the Articles of Incorporation of the Company, Internal Regulations of the Board of Directors, as well as in the applicable legal provisions;

ee) they shall comply with any other interdiction, restriction, limitation imposed by the legal provisions applicable to management positions within public enterprises.

5.3.2 At the same time, the Director, along with the other members of the Board of Directors, has the following obligations:

a) to exercise of the mandate with the loyalty, prudence and diligence of a good manager, for the exclusive interest of the Company;

b) participation in a professional training program with a minimum of one week/year, wherein having training sessions on corporate, legal governance, as well as in any other fields relevant for the activity of the Company;

- c) rigorous preparation of the meetings of the board, with the dedication of at least 3 business days per month for this purpose, participation in the meetings of the board, as well as in the specialized committees;
- d) participation in one or several advisory committees set up within the board;
- e) declaration, according to the internal regulations and the applicable law, of any existing conflicts of interest and, in situations of conflict of interest, refraining from decisions within the board/ advisory boards/within the exercise of the duties of executive director;
- f) exercise of the duties stipulated by the applicable law and the status of the public undertaking;
- g) adoption of control policies and systems stipulated by the attributions thereof;
- h) approval of the incomes and expense budget of the Company;
- i) accomplishment of the objectives and performance indicators stipulated in the Contract;
- j) approval of the development strategies and policies of the Company;
- k) approval of the recruitment and eventual revocation of the internal audit manager and receipt therefrom, whenever they request so, of reports on the activity of the Company;
- l) participation in continuous professional development programs in order to perform an optimal activity within the board;
- m) verification of the operation of the internal and managerial control system;
- n) monitoring and management of the potential conflicts of interest within management and executive bodies;
- o) other obligations stipulated by law and internal regulations/internal procedures adopted within the Company.

5.3.4 Other Obligations/Tasks of the Director, along with the other members of the Board of Directors:

- a) management of the Company by the supervision of the operation of prudent and effective control systems allowing risk assessment and management;
- b) approval of the strategy for the development of the public undertaking, by providing the existence of the necessary financial and human resources for the accomplishment of the strategic objectives and the supervision of the executive management of the Company;
- c) assurance that the public undertaking fulfills the legal obligations thereof and to the stakeholders;
- d) monitoring the performance of the executive management;
- e) assurance of the fact that the financial information produced by the public undertaking is accurate and that the financial control and risk management systems are effective;
- f) establishment and approval of the remuneration of the managers and fulfillment of the obligations stipulated by law in terms of the recruitment, appointment, assessment and, as applicable, revocation of the managers of the Company with whom it has contracts of mandate concluded;
- g) elaboration of the annual reports and other reports, according to the law.

Article 6 Integrity and Ethics Criteria. Conflict of Interests

6.1 The Director is bound to observe the Code of Ethics of the Company, applicable not only to the employees, but also to the Board members.

6.2 The Director is bound to act for the best interest of the Company, behaving in their activity with loyalty towards the Company, as a leader of their own business.

6.3 The Director may simultaneously exercise no more than three mandates of director and/or a member of the Supervisory Board in public companies/undertakings whose headquarters are on the territory of Romania, with the notification of the Company and without entering a situation of incompatibility.

6.4 If, in a certain operation, the Director is in conflict of interests, or directly or indirectly has interests contrary to the interests of the Company, they shall notify this to the Company, i.e. they shall inform the other directors and the internal auditor and shall refrain from any conduct likely to affect the interests of

the Company, in particular from the participation in deliberations and from the vote for such operation. The ban also envisages the situation where the Director is aware of the fact that, in a particular operation, the concerned person is the spouse, the relatives or the related thereof up to the fourth degree inclusively.

6.5 The Director is bound to inform the General Meeting of the Shareholders before being appointed, if they have one of the capacities listed as limitations in art. 153 ind. 15 and ind. 16 of Law no. 31/1990 i.e. the capacity of manager, member of the directorship, of the board of directors, of the supervisory board, as well as auditor, internal auditor or shareholder with unlimited liability in other competing companies or with the same scope of business.

6.6 If the Director is prosecuted for the offenses stipulated in art. 6 of Law no. 31/1990, they are bound to notify the Company, this Contract being automatically suspended at when this notification is received by the Company. The contract shall be suspended until the issue of a decision/ordinance whereby the Director is brought to trial or not. In case of indictment, the Director is bound to notify the Company and the Contract shall cease when the Company has received this notification.

6.7 The Director is bound to obey the privileged information regime, as regulated by Law no. 24/2017 and the regulations of the Financial Supervisory Authority.

6.8 The manager is bound to hold and maintain an excellent professional reputation.

6.9 The Director is also bound:

a) to exercise their mandate with loyalty, diligence and diligence of a good manager, for the exclusive interest of the Company, and not to undertake any special obligations towards a shareholder or another of the Company related to the activity of the Company; the Director does not breach the aforementioned obligation if, upon making a business decision, they are reasonably entitled to consider (i) that they act for the best of interest the Company and (ii) that they have made the decision based on appropriate information.

b) to take all the necessary measures for the protection the assets of the Company, along with the other members of the Board of Directors;

c) to keep the confidentiality of the business information and secrets of the Company, that it had access to by means of the documents presented to the Board of Directors, except where such use is required by law or necessary in relation to the public authorities and/or the participation of the Director in any dispute concerning the activity of the Company;

d) not to conclude legal acts with the Company, except under the conditions established by law.

6.10 The Director, along with the other members of the Board of Directors, convenes the General Meeting of the Shareholders for the approval of any transaction if it has, individually or in a series of concluded transactions, a value higher than 10% of the net asset value of the Company or 10% of the turnover of the public undertaking, according to the latest audited financial statements, with the directors or the managers, with the employees, with the shareholders holding the control over the company or with a company thereby controlled. The obligation to convene also subsists in the case of the transactions concluded with the spouse, relatives or related up to the fourth degree, including of the aforementioned people.

6.11 The Director, along with other directors, is bound to inform the shareholders, within the first General Meeting of the Shareholders following the conclusion of the legal deed, about any transaction with the directors or executive directors, general manager, managers or, as applicable, with the employees, shareholders controlling the Company or with a company thereby controlled, by providing the shareholders with documents reflecting the significant essential data and information related to the transactions made; the obligation also applies to the transactions concluded with the spouse, relatives or related up to the fourth degree inclusively.

6.12 The Director, along with other directors, is bound to inform the shareholders, within the first General Meeting of the Shareholders following the conclusion of the legal deed, about any transactions concluded by the Company with another company meeting the conditions required to be considered a public undertaking) or a public authority, if the transaction has the value specified by law.

6.13 The Director, along with the other directors, is bound to biannually and annually present to the General Meeting of the Shareholders, in a special chapter, the legal documents concluded within the terms set forth in 6.11 - 6.12, with the specification of the following elements: the parties having concluded the legal deed, the conclusion date and nature of the deed, description of the scope thereof, the total value of the legal deed, mutual claims, the established securities, the terms and payment methods and any other essential and significant information related to such legal deed, as well as any information necessary to determine the effects of such legal deed on the financial status of the Company.

Article 7 Confidentiality. Non-competition clause

7.1 The Director is bound not to use for his own benefit and not to disclose to any unauthorized person any information of a confidential or secret nature regarding the activity of the Company. In this respect, the Director undertakes to comply with the confidentiality rules set out in Annex 1 to this Contract of Mandate.

7.2 The Director shall not use the Confidential Information – according to the definition of this notation established in Annex 1 - directly or indirectly, for their personal benefit or for the benefit of third parties, except where such use is required by law, the exercise of the duties specific to the position or Director's participation in a process.

7.3 The Director shall fully comply with the non-completion obligations set out in Annex 2 to this Contract of Mandate.

Article 8 Rights and Obligations of the Company

8.1 The Company is entitled to request to the Director to exercise their mandate for the exclusive interest of the Company and to account for the manner of exercise thereof.

8.3 The Company is entitled, via the representatives thereof in the General Meeting of the Shareholders, to assess the activity of the members of the Board of Directors of the Company, on a half-yearly and yearly basis, in order to ensure that the management plan is implemented and, therefore, that the principles of efficiency and profitability are complied with.

8.4 The Company is bound to pay the Director's remuneration in compliance with the provisions of this Contract.

8.5 The Company is bound to ensure that the Director performs their activity with full liberty in the exercise of their mandate.

8.6 The Company is entitled to request to the Directors information on the exercise of the mandate and the assessment of the activity.

8.7 The Company undertakes to pay all the moneys due to the director, stipulated in this Contract, including to withhold and duly pay the income tax and all the other mandatory tax or other contributions, incumbent upon the Director, on behalf and on account thereof.

8.8 The Company undertakes to provide the Director with full freedom for the purpose of the

accomplishment of the mandate/duties thereof, in full observance of the limits stipulated by the Articles of Incorporation/memorandum, this Contract, and the applicable legal framework.

8.9 The Company undertakes to provide the Director with training courses including for the verification to be carried out by CNCAN under NSN - 23 - nuclear safety Guidelines on the training, qualification and authorization of the personnel of the organizations operating nuclear facilities, approved by the National Commission for the Control of Nuclear Activities, by Order no. 108 published in the Official Gazette, Part I, no. 438 as of June 13th, 2017.

Art. 9 Manner of Assessment of the Director

9.1 The Director shall implement the internal self-assessment of the Board of Directors that they are part of, the committees that they are part of, the purpose being that of enabling the board to identify the strengths and the potential for collective and individual development, in order to fulfill the functions of the board, as well as the assisting conditions, but also the processes and competencies required for these functions. In this respect, the Director along with the other members of the Board of Directors shall elaborate and approve a procedure for self-assessment of the activity of the members of the Board of Directors, self-assessment that shall take place at least once a year.

9.2 The Director shall provide the Company with all the pieces of information necessary to assess the collective performance of the Board as a whole against the board profile matrix created by the tutelary public authority. The results of this assessment provide information on the variable component of the remuneration of the contract of mandate, the used key performance indicators, as well as the development activities that shall inform the future structures of the board and the criteria used for this purpose.

Article 10 Liability of the Parties

10.1 The non-fulfillment and/or inappropriate fulfillment of the obligations undertaken by either of the signatory parties of this Contract entails the liability of the party in default.

10.2 The party having caused the termination of this Contract due to the culpable non-fulfillment and/or the culpable inappropriate fulfillment of the undertaken obligations is liable towards the other party by the coverage of all the damages having been generated by the termination of the Contract.

10.3 The Director, along with the other members of the Board of Directors, is liable for the culpable non-fulfillment: (i) of the obligation to comply with the management plan, in order to achieve the objectives and performance criteria, (ii) of the provisions of this Contract of Mandate, (iii) of the provisions of the resolutions adopted by the General Meeting of the Shareholders of the Company (iv) of the provisions of the Articles of Incorporation which are not contrary to the law and (v) of the obligations deriving from legal provisions applicable to the Director.

10.4 The Director does not breach the duty of prudence and due diligence and shall not be liable when, upon making a business decision, they are reasonably entitled to consider that they act for the best interest of the Company and based on appropriate information, and unless an Act of God occurs, as defined.

10.5 The Company is liable for the culpable non-compliance with the obligations undertaken by this Contract of Mandate and shall cover the damages having been thus caused.

10.6 The Director is jointly and severally liable with the other Directors unless they asked for their separate position/opinion to be recorded in the minutes of the meetings of the Board of Directors and they notified this in writing to the internal auditors and the external financial auditor.

Article 11 Force Majeure

11.1 The parties are exonerated from liability in case of force majeure, as defined in this Contract of Mandate.

11.2 In case of force majeure, the Parties shall jointly endeavor to reduce the possible damages that would result from the occurrence of such a cause.

11.3 The Parties also undertake to notify each other in writing, within maximum 5 (five) days of the occurrence of any force majeure cause, and, in general, to inform each other and in due time of any impediments likely to lead to difficulties in the fulfillment of the scope of this Contract of Mandate.

Art. 12 Amendment of Contract of Mandate

12.1 This Contract of Mandate may be amended only by written agreement of the signatory parties, expressed in an addendum.

12.2 This Contract of Mandate shall be adjusted according to the legal regulations following the conclusion thereof and applicable thereto.

12.3 This Contract, thereby understanding all and any of the Annexes thereof and addenda thereto, may be amended or supplemented in any of the clauses thereof, as long as the imperative legal provisions in force, the public order and good morals are not prejudiced.

Art. 13 Termination of the Contract of Mandate

13.1 This Contract of Mandate terminates by:

- a) expiry of the term for which it was concluded;
- b) along with the other members of the Board of Directors, in the case stipulated by art. 30 par. 5 of the GEO no. 109/2011;
- c) the revocation of the Director by the Company in any of the following cases, if there is a fault of the Director:
 - (i) non-fulfillment or inappropriate fulfillment of the obligations under the Contract;
 - (ii) non-fulfillment of the financial and non-financial performance indicators undertaken by the contract of mandate, unless the General Meeting of the Shareholders approves, based on objective reasons independent from the activity of the Director, the amendment of these indicators;
 - (iii) breach of the integrity and ethics criteria stipulated in the contract of mandate, including those related to the conflict of interests;
- d) revocation of the mandate by the Company, as of the date of the General Meeting of the Shareholders whereby the revocation was decided, with a prior written notice sent 30 days of the date on which the termination of the mandate is requested, without providing any reason for the termination of the Contract and without the intervention of the law court; in this case, the Company shall indemnify the Director pursuant to art. 13.3 below.
- e) the Director's waiver of the entrusted mandate, in full observance of the terms of the prior notice stipulated in this Contract;
- f) the agreement of the parties concluded in written form;
- g) the occurrence of a case of incompatibility or an interdiction stipulated by law, ascertained according to the law;
- h) the termination of the legal status of the Company or the death of the Director or the placement of the Director under ban;

- i) the occurrence of a Force Majeure case rendering impossible the continued performance of this Contract;
- j) the intervention of legal impediments, as defined in this Contract of Mandate.
- k) If the Director fails to pass, within 12 months of the starting date of the mandate thereof, the CNCAN verifications stipulated by the NSN-23 guidelines. The contract shall terminate when CNCAN/the Director notifies SNN about the fact that the Director has not passed the CNCAN verifications stipulated by NSN - 23 and, in this case, SNN shall not owe to the Director for damages for this termination case.

13.2 On the date of termination of this Contract, the Director shall immediately return to the Company all the assets/fixed assets entrusted for use thereto in virtue of this Contract.

13.3 In case of unexpected or unjustified revocation of the Director, they are entitled to receive liquidated damages from the Company for the non-performed period of the Contract of Mandate.

If the revocation occurs within the first three (3) years of mandate, the Director is entitled to receive liquidated damages representing the fixed monthly indemnities for the period remained unperformed from the contract of mandate, but not more than 24 fixed monthly indemnities.

If the revocation occurs during the last year of mandate, the Director is entitled to receive liquidated damages representing the fixed monthly indemnities for the period remained unperformed from the contract of mandate, but not more than 6 fixed monthly indemnities.

The payment of the liquidated damages is made within 30 business days of the date of termination of this Contract of Mandate.

The liquidated damages that the Director is entitled to according to the provisions above represent the sole remedy thereof in case of the unjustified revocation of the directors.

Art. 14 Disputes

14.1 Any dispute occurred between the parties related to the conclusion, performance, amendment, termination or interpretation of the clauses of this Contract of Mandate, which cannot be amicably settled, shall be submitted to the relevant Romanian law courts.

Article 15 Duty of Confidentiality between the Parties

15.1 The Parties undertake to keep the confidentiality, according to the applicable legal and statutory provisions, on all the data, pieces of information and documents received from the other party within the performance of this Contract of Mandate.

15.2 The Parties may disclose information or documents related to the performance of this Contract of Mandate only to the people involved in the performance thereof who, in their turn, shall be bound not to use them for any purpose other than that related to the performance of the Contract, obligation communicated thereto by the signatory party of this Contract of Mandate.

15.3 The disclosure of information in one of the following cases is not considered duty of confidentiality:
(i) if the information was known to the party before being obtained from the other party and they can prove this;
(ii) if the disclosure of the information was made after receiving the written consent of the other party;
(iv) if the information was notorious on the date of the disclosure thereof;

(v) if the party disclosed such information in order to comply with some legal requirements, requirements of a regulator or upon the request of a relevant public authority, criminal investigation authority, prosecutor's office or a law court or for the purpose of exercise of the duties specific to the position of Director.

Art. 16 Final Provisions

16.1 The Director represents that they have acknowledged the provisions of the Articles of Incorporation and of the Internal Regulations of the Board of Directors of the Company.

16.2 The Director represents that they are not in any of the incompatibility situations stipulated by the Government Emergency Ordinance no. 109/2011 and Law no. 31/1990, or competition, as set out in Annex 2 to the Contract.

16.3 Annexes 1-2 represent an integral part of this Contract.

16.4 This Contract of Mandate is governed by and construed in compliance with the provisions of the Romanian law. For any aspects not expressly mentioned in the contents thereof, this Contract of Mandate is supplemented by the provisions of the Romanian Civil Code. At the same time, this Contract of Mandate is supplemented by the provisions of Law no. 31/1990 and the GEO no. 109/2011. This Contract of Mandate is not an employment contract and is not governed by the labor law.

16.5 This Contract of Mandate represents the entire agreement between the parties and supersedes any prior written or verbal agreement reached between the parties related to the scope of this Contract.

16.6 If certain clauses of this Contract of Mandate become legally ineffective, the validity of the other provisions of this Contract shall not be impaired. In such situations, the parties agree to renegotiate in good faith any clause that has become legally ineffective, adding the clause thus renegotiated to the provisions of this Contract of Mandate.

16.7 All the amendments that the parties address to each other under this Contract of Mandate are made in writing and sent by fax, e-mail, registered letter with acknowledgment of receipt or express courier to the addresses indicated in art. 1 of this Contract. Depending on the actual situation, the parties shall opt, in good faith and reasonably, for the most appropriate means of notification from the ones outlined in the first sentence of this article, so that the notification achieves the purpose thereof and contributes to the fulfillment of the contractual obligations incumbent upon the parties.

16.8 If, at any time over the term of this Contract of Mandate, one of the parties does not expressly insist on the imposition of a specific provision of the Contract, it does not mean that such party has waived such provisions or has waived the right to impose such provisions.

In witness whereof, we concluded this day of _____ in _____ in 2 (two) original counterparts, this Contract of Mandate, the parties also stating that they have received each one counterpart upon signing this Contract.

Company
By: _____

Director
Mr./Mrs. _____

CONFIDENTIALITY RULES

1. Definition

The term "**Confidential Information**" means and includes any information about the economic activity of the Company which is not public, according to (i) the law, (ii) the decisions of the General Meeting of the Shareholders, (iii) the decisions of the Board of Directors, and (iv) the internal regulations of the Company.

Notwithstanding the foregoing, the confidential information includes:

- a) the contractual terms and any information related to the business partners, the clients, agents, employees, entrepreneurs, investors or providers of the Company and the conditions under which the Company carries out economic activities with each of these people;
- b) computer programs (including source code and object code) or the software developed, modified or used by the Company;
- c) information of any kind compiled by the Company, including, but not limited to information related to the products and services, advertising and marketing, as well as to existing or potential clients, providers and/or business partners;
- d) algorithms, procedures or techniques, or essential ideas and principles underlying such algorithms, procedures or techniques developed by or those used by the Company or otherwise known to the Company (except for any algorithm, procedure or technique belonging to the domain public), irrespective of whether or not these algorithms, procedures, techniques are part of a computer program, including, but not limited to techniques for:
 - the identification of potential customers;
 - the effective communication with the existing or potential clients;
 - the reduction of the operating costs or the increase of the efficiency of the system.
- e) the fact that the Company uses, used or assessed as a possibility to use any particular database, data sources, algorithms, procedures or techniques or ideas developed or provided by a person other than the Company (including any public algorithm, procedure or technique), irrespective of whether such algorithms, procedures or techniques are part of a computer program or not;
- f) the marketing establishment strategies developed, investigated, acquired (from a third person or otherwise), assessed, modified, tested or used by the Company, or any information related to or that may reasonably lead to the development of such a strategy;
- g) information about the future plans of the Company, including, but not limited to plans to expand to geographical areas, market segments or services, any information that could be ordinarily included in the financial statements of the Company, including, but not limited to the amount of the assets, liabilities, net value, revenues, expenses or net income of the Company, except for that information the disclosure whereof is authorized according to the internal regulations of the Company;
- h) information to be disclosed solely within the terms set out in section 5;
- i) any other pieces of information obtained by the Director during the exercise of their mandate, that they might reasonably consider to reflect vulnerabilities of the Company and which would assist a competitor or a potential competitor of the Company to successfully compete against the Company;
- j) any information received by the Company from third parties that, in turn, have a duty of confidentiality about the existence whereof they inform the Company;
- k) any information derived from all of the aforementioned and
- l) any copies of all the aforementioned pieces of information, unless such copies are requested by a law court or other public authority, within the terms stipulated by law.

2. Use and Disclosure of the Confidential Information

The Director acknowledges that they have acquired and/or shall acquire Confidential Information during or in connection with the exercise of their mandate within the Company and that the use of such Confidential Information by themselves or by other people for the purpose of competing with the Company would severely jeopardize the capacity of the Company to continue its economic activity.

Therefore, the Director accepts that, either directly or indirectly, at any time over the term of the Contract of Mandate concluded with the Company or at any time after the termination thereof and regardless of when and the reason why this Contract terminates, they shall not use or cause the use of any Confidential Information related to any activity or business, except for the economic activities of the Company, and shall not disclose or cause the disclosure of any Confidential Information to any individual, company, association, group or any other entity, unless such disclosure has been specifically authorized in writing by the Company, or unless required by any applicable law, or ordered by judgment of a law court or arbitration bodies, or by any public authority empowered by law to receive such information.

Additionally, the Director undertakes to promptly notify the Company of any act of a law court or arbitration court or of any other public authority of the kind specified in the previous paragraph, so that the Company may adopt, within the terms of the law, protection measures or another appropriate solution, and shall continue to provide any assistance that the Company may reasonably request, in order to guarantee such measures or solution.

If the protection measures referred to in the previous paragraph are not sufficient, the Director shall provide only that part of the Confidential Information that is legally required by the concerned public authority and shall use reasonable and legally substantiated efforts to obtain the confidential treatment of any Confidential Information thus disclosed.

3. Use and Disclosure of the Information on Third Parties

The Director understands that the Company sometimes receives information from third parties that the Company must treat with confidentiality and use only for limited purposes ("**Information on Third Parties**"). The Director accepts that, either directly or indirectly, at any time over the Term of the Contract of Mandate concluded with the Company or at any time after the termination thereof, and no matter when and the reason why this Contract terminates, they shall not use or cause the use of any Information on third parties, except where this is allowed by a written agreement between the Company and such third person, unless required by any applicable law or by judgment of a law court or arbitration court or by any other authority that is empowered by law to receive such information.

Additionally, the Director undertakes to promptly notify the Company of any act of a law court or arbitration court or of another public authority of the kind specified in the previous paragraph, so that the Company may adopt, within the terms of the law, protection measures or another appropriate solution. If the protection measures are not sufficient, the Director shall only provide that part of the Information on third parties that is duly required.

4. Protection of the Business Secrets

No provision in this Contract of Mandate shall bind the *Company* and shall affect in any way the rights thereof to protect its business secrets, by any means stipulated by law.

5. Disclosure of Information by the Company

During the performance of the Contract of Mandate and on the date of the termination of this Contract of Mandate, the Director shall disclose and shall promptly deliver to the Company, to the extent such disclosure would reasonably be considered to be in the best interest of the Company, in writing or in any

form and manner, as reasonably required by the Company, the following pieces of information ("Information to be disclosed"):

(i) all and any algorithms, procedures or techniques related to the economic activities of the Company or the activity of the Director within the Company, the essential ideas and principles underlying such original, adjusted, discovered, developed, acquired conceived algorithms, procedures or techniques, (from a third person or otherwise), assessed, tested or applied by the Director during the activity thereof within the Company, regardless of whether such algorithms, procedures or techniques have been incorporated into a computer program;

(ii) all and any marketing strategies, ideas and core principles underlying these strategies, and any pieces of information that could reasonably lead to the development of such original, adjusted, discovered, developed, acquired conceived strategies (from a third person or otherwise), assessed, tested or applied by the Director during the activity thereof within the Company;

(iii) information on all and any products and services, the essential ideas and principles underlying these products and services, conceived, original, adjusted, discovered, developed, acquired (from a third person or otherwise), assessed, tested or applied by the Director during the activity thereof within the Company and

(iv) any other ideas or pieces of information conceived, original, adjusted, discovered, developed, acquired (from a third person or otherwise) assessed, tested or applied by the Director during the activity thereof within the Company, if these ideas or information could be reasonably considered useful or valuable to the Company.

6. Confidential Nature of the Information to be disclosed

The Parties agree that the Information to be disclosed pursuant to section 5 are, in their turn, fall into the scope of the Confidential Information, as defined in section 1 of this Annex, and the Director undertakes to use and keep all the pieces of Information that shall be disclosed within the terms of section 5 in the same way as the Confidential Information, while also complying with the provisions of section 3 of this Annex on the confidentiality of the Information on third parties.

7. Extent in Time of the Compliance with the Duties of Confidentiality

The duties of confidentiality incumbent upon the Director under this Annex, an integral part of the Contract of Mandate, also remain applicable after the termination of this Contract of Mandate and shall take effect for a period of 5 years.

Company
By: _____

Director
Mr./Mrs. _____

NON-COMPETITION OBLIGATIONS

1. Non-competition

During the exercise of their term of office within the Company, except for the situations derived from the performance of the activity of the Company, the Director agrees and undertakes:

- a) Not to request or to accept, directly or indirectly, the participation as an associate/shareholder holding at least 10% of the share capital in a company performing activities competing with the main activity of the Company from any of the clients of the Company or from any other third party, wherever they might be located;
- b) Not to take measures to dismiss the employees of the Company for the purpose of the Director's setup, directly or indirectly, of an entity competing with the main activity of the Company, attracting the existing or potential clients of the Company and initiating employment measures of the employees of the Company, in order to disorganize the activity of the latter;
- c) Not to accept one of the capacities listed in art. 153 index 15 of Law no. 31/1990, namely the one of manager, director, member of the directorship or the supervisory board, auditor, internal auditor or shareholder with unlimited liability in other competing companies or with the same scope of business, except when they previously inform the General Meeting of the Shareholders of the Company;
- d) not to assist as a consultant any person whose activities are in competition with the main activity of the Company.

The non-competition obligation produces effects throughout Romania, in respect of any competing third parties.

For the avoidance of any doubt, trading the shares listed at Bucharest Stock Exchange, issued by companies competing with the Company, shall not be considered a breach of the non-competition obligation.

3. Breach of the Non-competition Obligations

Any breach of the obligations comprised in this Annex by the Director entitles the Company to claim compensation for the damages produced to the Company.

Company
By: _____

Director
Mr./Mrs. _____