

Subscription Form no: _____

Date: _____

**SHARE SUBSCRIPTION FORM
FOR THE INCREASE OF THE SHARE CAPITAL FOR THE COMPANIA NATIONALA
NUCLEARELECTRICA S.A.**

Concluded between:

BRD - Groupe Societe Generale SA, credit institution with registered office at the address 1-7 Bd. Ion Mihalache, District 1, Bucharest, a company registered with the Bucharest Municipality Register of Commerce under no. J40/608/1991, sole registration code: 361579, share capital RON 696,901,518, certified by the National Securities Commission (CNVM) with number 255/06.08.2008, registered at the CNVM Register under no. PJR01INCR/400008, phone/ fax: 021.301.4151/021.301.4159, web: www.brd.ro, hereinafter called „**Intermediary**”

and

The undersigned,

NATURAL PERSON

Name and Surname (including any other names used, e.g. alias) _____, owner of IC <input type="checkbox"/> (or its equivalent for foreign citizens) <input type="checkbox"/> Passport <input type="checkbox"/> Residence permit <input type="checkbox"/> EU Blue Card <input type="checkbox"/> Temporary/permanent identification document <input type="checkbox"/> series _____ no. _____, issued by _____, on by _____ PIN (or its equivalent for foreign persons) _____ place of birth _____ date of birth _____, citizenship _____, nationality _____, native country _____, residency _____, domiciled in _____, _____ street, no. _____, bl. _____, entrance _____ floor _____, ap. _____, district/county _____, postal code _____ country _____, phone _____, fax _____, E-mail _____, occupation _____, employer's name _____, location for the activity development _____, Public position owned (PEP) _____, study level high-school <input type="checkbox"/> post-high school <input type="checkbox"/> university <input type="checkbox"/> post university <input type="checkbox"/> civil status married <input type="checkbox"/> single <input type="checkbox"/> divorced <input type="checkbox"/> purpose and nature of the business relationship _____, funding source _____
The real Beneficiary of the transacted funds <input type="checkbox"/> YES, <input type="checkbox"/> NO – the real beneficiary is: name and surname (including any other used names, e.g. alias) _____, owner of the IC <input type="checkbox"/> (or its equivalent for foreign citizens) <input type="checkbox"/> Passport <input type="checkbox"/> Residence permit <input type="checkbox"/> EU Blue Card <input type="checkbox"/> Temporary/permanent identification document <input type="checkbox"/> series _____, no. _____, PIN (its equivalent for foreign citizens) _____, place of birth _____, date of birth _____, citizenship _____, residency _____, domiciled in _____, _____ street, no. _____, bl. _____, floor _____, ap. _____, district/county _____, country _____, phone _____, postal code _____, E-mail _____ bank account (IBAN) code _____ opened at the bank _____ branch _____, occupation _____, employer's name _____, public position owned _____ (PEP) _____, location for the

activity development _____, public position owned (PEP) _____, study level high-school post-high-school university post university , civil status married single divorced , purpose and nature of the business relationship _____, funding source _____,

Represented by:

Duly represented by: Mrs. Mr.

Name and Surname (including any other used names, e.g. alias) _____, owner of IC (or its equivalent for foreign citizens) Passport Residence permit EU Blue Card Temporary/permanent identification document series _____ no. _____, PIN (or its equivalent for foreign citizens) _____, place of birth _____ date of birth _____, citizenship _____, residence _____, domiciled in _____, street, no. _____, bl. _____, floor _____, ap. _____, district/county _____, country _____, postal code _____, phone _____, E-mail _____, occupation _____, public position owned (PEP) _____ based on the power of attorney no. _____ from _____ attached.

LEGAL PERSON

Name _____, legal type _____, the number, series and date of the registration certificate or of the equivalent document _____, registration with the Trade Register (or the competent authority from the origin country) _____, fiscal code/sole registration code (or the equivalent for foreign legal persons) _____, issued share capital _____, paid share capital _____, with registered office/address of the branch from the locality _____, street, no. _____, bl. _____, floor _____, ap. _____, district/county _____, postal code _____, country _____, phone _____, fax _____, E-mail _____, Website _____, bank account (IBAN) _____ opened at the bank _____ branch _____, the purpose and nature of the operations carried out with the Intermediary _____.

The real Beneficiary of the transacted funds YES, NO – the real beneficiary is: name and surname (including any other used names, e.g. alias) _____, owner of IC (or its equivalent for foreign persons) Passport Residence permit EU Blue Card Temporary/permanent identification document series _____, no. _____, issued by _____, on _____, PIN (or its equivalent for foreign persons) _____, place of birth _____, date of birth _____, citizenship _____, nationality _____, native country _____, residency _____, domiciled in _____, street, no. _____, bl. _____, floor _____, ap. _____, district/county _____, country _____, postal code _____, phone _____, E-mail _____, bank account (IBAN) _____ opened at the bank _____ branch _____ occupation _____, employer's name _____, public position owned _____

(PEP) _____, study level high-school post-high-school university post university , civil status married single divorced , purpose and nature of the business relationship _____, source of the funds _____

Represented by:

Legal representative: Mrs. Mr.

Name and Surname (including any other used names, e.g. pseudonym) _____, holder of IC (or its

equivalent for foreign persons) Passport Residence permit EU Blue Card Temporary/permanent identification document series _____ no. _____, PIN (or its equivalent for foreign persons)

_____, place of birth _____ date of birth _____, citizenship _____, residency _____, domiciled in the locality _____, str.

_____, no. _____, bl. _____, floor _____, ap. _____, sector/county _____, country _____, postal code _____, phone _____, e-mail address _____, occupation _____, public position owned (PEP) _____ as _____, according

to: the Articles of Incorporation Decision of the GSM BoD Decision Power of Attorney , attached (shall be stated the documents proving the position of representative: articles of incorporation, decision of the state authority, e.g.: GSM decision, BoD decision, power of attorney, etc)

Custodian (as the case may be): _____, Arena Custodian account no _____.

Hereinafter called „**the Client**”.

Agreed upon the conclusion of the hereby Subscription Form under the following conditions:

Art. 1 – THE OBJECT OF THE SUBSCRIPTION FORM

1.1. The Intermediary shall provide, for the benefit of the Client, financial investment services for the Client to submit within the share capital increase (the „**Offering**”) for the newly issued shares (the „**Shares**”) by the Societatea Nationala Nuclearelectrica S.A. (the „**Company**” or „**SNN**”), based on the Proportional offer prospect corresponding to the share capital increase (the „**Prospect**”), approved by the Financial Supervision Authority („**ASF**”) by the Decision no.2662/15.10.2015 proportionally to the participation quota of the Client to the Issuer’s share capital at the Registration Date (28.08.2015) and by applying the subscription rate of **0.00117856** pre-emptive rights for the acquisition of a new share.

1.2. The Client’s subscription, within the Offering, shall be performed according to the provisions of the Prospectus and the current applicable law;

1.3. The Client knows that the Shares will be issued exclusively by the registration in the account and cannot be traded unless by the procedures specific for this type. The Client engages into not requesting the Intermediary to issue any share in the physical form.

1.4. The Client and the Intermediary agree to perform all necessary operations and activities regarding the Share subscription which are the object of the hereby Subscription Form according to the current law.

Art. 2 – VALIDITY OF THE SUBSCRIPTION FORM AND THE POSSIBILITY OF ITS REVOCATION

2.1. The subscriptions based on the hereby Subscription Form shall be made only during the Offer’s period („**Subscription Period**”) respectively from 19.10.2015 until including 18.11.2015, according to the provisions of the Prospectus.

2.2. The contractual relation between the Intermediary and the Client, based on the present Subscription Form, shall end at the conclusion of the Subscription Period, except for the case when the Intermediary will undertake to reimburse certain amounts of money according to the Prospectus, in which case the contractual relation between the Intermediary and the Client shall end at the reimbursement date by the Intermediary of the respective amounts.

2.3. The subscriptions performed based on the present Subscription Form are revocable by complying with the conditions mentioned in the Prospectus. In case a subscription revocation case occurs as described in the Prospectus or in the applicable law and the Client wants the revocation of the subscription, the Client shall fill in and submit at the unit where he subscribed

a Revocation Form of the Subscription, under the conditions and terms provided in the Prospectus. Under any other conditions, the subscriptions registered by the Intermediary cannot be changed.

Art. 3 – THE CLIENT’S STATEMENTS

3.1. The Client states, on his own responsibility, knowing the provisions of the Criminal Code regarding false statements and grants the fact that:

- (a)** On the Registration Date, respectively on 28.08.2015, he was a shareholder of SNN;
- (b)** Agrees to (his consent not being affected by any vice), he has the capacity and necessary authorizations to submit within the Offering and by the subscription he does not contradict with the legal, statutory, administrative or contractual provisions, applicable to the Client and / or his activity;
- (c)** In case the Client is a legal person, the Client and the duly representative of the Client states that the legal person functions legally, holds all the authorizations required by the law and carries out the activity set out in the articles of incorporation by complying with the current legal regulations. Also, the Client states that all the authorizations and decisions of the statutory authority for the approval of the subscription within the Offering (as the case may be) were legally and statutorily adopted and he will notify the Intermediary in writing in case of the decisions validity ends;
- (d)** He holds all rights and authorizations necessary to perform operations with financial instruments based on the present Subscription Form;
- (e)** He read, acknowledged, understood, accepted and undertakes to comply with the terms and conditions of the Offering as described in the Prospectus and its annexes, he understands and assumes the risks arising from the transactions with financial instruments and understands that the investment risk generated by the concluded transactions, in the name of and on its behalf, pertain to him and that he cannot claim any damage compensation from the Intermediary for the registered prejudice following the investment in the financial instruments;
- (f)** He knows the capital market law and undertakes to comply with it, being completely and solely responsible for his own actions/ inactions on the capital market;
- (g)** He understands and agrees that the information provided by the Intermediary regarding the Offering will not be considered investment advise by the Intermediary to the Client;
- (h)** He understands and agrees with the fact that the amounts transferred by the Client in the Collection Account for the payment of the subscribed Shares shall not bear interest.

3.2. The Client guarantees the validity of these statements and authorizations both at the moment of signing the present Subscription Form as well as during the entire validity period of it and the contractual relation with the Intermediary.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. RIGHTS AND OBLIGATIONS OF THE INTERMEDIARY

- (a)** The Intermediary has the right not to validate a subscription of the Client in case:
 - (i)** He received from the Client insufficient, incomplete, incorrect information or documents or in any other form than the one established in the Subscription Form, Prospectus or applicable law or has doubts regarding their reality and exactness;
 - (ii)** He is suspicious that the Client may be involved in money laundering operations or in financing terrorist activities;
 - (iii)** The subscription performed by the Client does not comply with any of the provisions of the Prospectus and/or
 - (iv)** The Client breaches any of the provisions of the Prospectus or does not comply with any of the statements and/or obligations provided in the present Subscription Form.
- (b)** The Intermediary shall keep the confidentiality of data and information regarding the Client which he will acknowledge based on the present Subscription Form and Prospectus and shall disclose and use the respective information according to the legal regulations;
- (c)** The Intermediary, based on the Prospect, opens, operates and maintains, in his registers, a Collection Account in order to perform the cashing-in and payments corresponding to the Share operations.
- (d)** The Intermediary will keep a record of all instructions, operations and documents determining the positions changes within the Collection Account;
- (e)** In case the amount sent in the Collection Account is smaller than the amount necessary for the subscription of the number of shares mentioned in the Subscription Form, it will be allotted with a number of shares corresponding to the paid amount.

4.2 CLIENT’S RIGHTS AND OBLIGATIONS

- (a)** The Client has the right to subscribe Shares within the Subscription Period, under the conditions provided in the Prospectus and in this Subscription Form and assumes the risks, as well as the rights and obligations arising from it, from the Shares subscriptions as well as under the conditions of this Subscription Form;
- (b)** The Client has the right to withdraw the subscription performed according to the provisions provided by the Prospectus, by filling-in and submitting to the Intermediary a Revocation Form of the Subscription only under the conditions of the Prospectus;

- (c) The Client undertakes to make the subscription according to the provisions of the Prospectus and the present Subscription Form and to pay/provide the payment for the Shares subscribed according to the provisions of the Prospectus. The Client undertakes to make sure that the amounts corresponding to the Shares subscribed to be registered in the Collection Account, by the end of the last banking day of the Subscription Period, under the sanction of invalidating the subscription;
- (d) As the case may be, the Client has the right to receive: (i) the amount of money remained un-allotted – within five (5) business days from the closing of the Subscription Period, (ii) the amounts paid in the invalidated subscription amounts – within five (5) business days from the closing of the Subscription Period, (iii) the amounts corresponding to the subscriptions revocations – within five (5) business days from the withdrawal date by the Client of the respective subscriptions (representing five (5) business days from the date the Intermediary received the Revocation Form complete and correct) under the condition that the withdrawal request as Revocation Form to be sent to the Intermediary in time. Neither the Intermediary nor the Issuer shall pay the interest for these amounts. Payments shall be made by bank transfer in the bank accounts mentioned by the Client in the present Subscription Form. If a Client mentioned more accounts for returning any such amounts, the Intermediary reserves the right to pay the entire amount that will be returned only in one of the accounts mentioned by the Client;
- (e) The Client undertakes to pay the price for the net subscribed Shares for any banking commissions. The Client will consider the banking commissions applicable for bank transfers, as well as the period of time necessary for the performance of the bank transfers;
- (f) The Client undertakes to comply with the allotting of the Shares made according to the provisions of the Prospect.
- (g) In case the Client sends the documents corresponding to the submission by post or courier, with the mention on the envelope: „for the increase of the share capital of the Compania Nationala Nuclearelectrica S.A.”, they must reach the office of the Intermediary until the last day of the Subscription Period, at 12:00.

Art. 5 – COMMISSIONS AND OTHER COSTS CORRESPONDING TO THE SHARES SUBSCRIPTION

- 5.1.** The Client subscribing in the Offering shall not owe the Intermediary any commission regarding the performed subscriptions.
- 5.2.** In case, at the signing date of the Subscription Form, taxes and fees shall apply regarding the Shares subscription, the Client undertakes to cover and pay such taxes, without affecting in any way the value of the paid amount. The Intermediary has no obligation towards the Client in indicating to him is and what level could any such tax or fee have, the Client being the only person responsible in determining it.
- 5.3.** The Intermediary has no obligation in informing the Client regarding the possibility of occurrence of other costs for the Client, including fees, associated to transactions regarding the Shares provided or with the investment service, not paid through the Intermediary and not imposed by the Intermediary.

Art. 6 – METHOD OF PAYMENT FOR THE SUBMITTED SHARES

- 6.1.** The Client shall pay the counter value of the Subscribed Shares and all bank commissions, as described in the Prospectus, in the Collection Account no. RO79BRDE427SV00084064270 opened at BRD – Groupe Societe Generale S.A., and shall mandatorily mention the PIN/Sole Registration Code of the Client. The subscription is deemed valid at the moment of crediting the Collection Account with the amounts corresponding to the subscriptions, but no later than 12:00 o'clock of the last day of the Subscription Period.
- 6.2.** According to the conditions of the Prospectus, the Intermediary shall make payments to the Client in regards to the amounts paid for the Shares subscribed by the Client, by bank transfer in the bank account mentioned in the present Subscription Form, under the following cases:
 - (i) The amounts paid for the subscribed shares, in case of invalidating the Client's subscription;
 - (ii) The amounts corresponding to the revoked subscribed made in case of posting an amendment to the Prospectus
 - (iii) Any amount that can be returned according to the legal provisions.

Art. 7 – SOLVING THE APPLICABLE LITIGATIONS AND REGULATIONS

- 7.1.** The parties will try to solve, first of all, amicably, any difference occurred between the parties in connection to the interpretations and/ or execution of the present Subscription Form.
- 7.2.** If the difference is not solved amicably within 30 days from the initiation, it will be submitted to a competent court of law.
- 7.3.** The applicable law for the present Subscription Form and any other extra-contractual obligation is the Romanian law.

Art. 8 – FINAL PROVISIONS

- 8.1.** The validity of the present Subscription Form stops at the expiry of the term mentioned at art. 2. The termination of the validity of the Subscription Form does not exonerate the parties from fulfilling the contractual obligations that they have until its termination.
- 8.2.** All communications regarding the present Subscription Form shall be done in Romanian or English language or if done in a foreign language (other than English), shall be accompanied by an authorized translations in Romanian, by post office (if none of the options below is ticked), at the address mentioned in the identification information):

E-mail: _____

By signing the present Subscription Form, the Client expressly consents in using this method of communication in his relation with the Intermediary (for instructions, confirmations and other communications). At the Client's request, the Intermediary shall provide the Client with the specifications of the authorized electronic signatures in case the Client opts for this method of communication.

Post office at the address mentioned in the identification data

8.3. By signing the present Subscription Form, the Client gives his consent so that the personal data operator (Intermediary) can process the personal information and any other information provided based on the present Subscription Form and the Prospectus, for performing the activities corresponding to the present subscription, including during the operator's relation with the competent authorities and/or other entities for which the delivery of the data base is provided according to the law, according to art. 12-18 of the Law no. 677/2001 for individuals protection regarding the personal data processing and free circulation of this information.

BY SIGNING THIS SUBSCRIPTION FORM I STATE THAT ON 28.08.2015 (THE REGISTRATION DATE) I OWNED A NUMBER OF _____ SHARES ISSUED BY COMPANIA NATIONALA NUCLEARELECTRICA S.A., WHICH PROVIDED ME A NUMBER OF _____ PRE-EMPTIVE RIGHTS (THE NUMBER OF PRE-EMPTIVE RIGHTS EQUALS THE NUMBER OS SHARES OWNED ON THE REGISTRATION DATE). I AGREE TO SUBMIT A NUMBER OF _____ SHARES ISSUED BY COMPANIA NATIONALA NUCLEARELECTRICA S.A., FOR THE PRICE OF RON 10 EACH (EQUAL TO THE NOMINAL VALUE), UNDER THE TERMS AND CONDITIONS PROVIDED IN THE PROSPECTUS. BY THIS SHARE SUBSCRIPTION, I STATE THAT I ACKNOWLEDGED, UNDERSTOOD AND ACCEPTED THE CONDITIONS OF THE PROSPECTUS APPROVED BY THE FINANCIAL SUPERVISION AUTHORITY BY THE DECISION NO. 2662/15.10.2015 AS WELL AS THE CONDITIONS OF THE PRESENT FORM.

Note: The maximum share number which you can submit is determined by the division of the subscription rate (0.00117856) with the number of owned shares, and the result, in case it is not a full number, is rounded downwards up to the number closest to the result.

The counter value of the subscribed Shares, in total amount of RON _____, was sent, by bank transfer, by payment order no. _____ from _____ from the IBAN account no. _____ opened at the Bank _____, account holder (cannot be other than the holder of the subscription form) _____, her's PIN/Sole Registration Code _____, representing the full payment for the Shares subscribed which I offer to buy.

I agree for any additional amount to the Subscribed Shares or any amount which can be reimbursed to me, to be returned:

IN THE ACCOUNT I MADE THE SUBSCRIPTION FROM, or

In the account no. _____ opened at the Bank _____ holder of the beneficiary account (cannot be other than the holder of the submission form) _____, holder's PIN/Sole Registration Code _____.

The subscription is considered valid only if all documents required in the Prospectus are personally submitted at the office of the Intermediary and, according to the provisions of the Prospectus or were sent by post or courier at the office of the Intermediary from Bucharest, BRD Tower, B-dul Ion Mihalache, no. 1-7, District 1, postal code 011171, contact person Gabriela Dolea, phone 021.301.41.53 and the Collection Account was credited by the amounts corresponding to the subscription. For the bank transfer payment, please consider the fact that the normal compensation bank circuit may be 2-3 business days.

All commissions for bank transfer for the payments made to the Client in any of the cases presented above shall be covered by the Client.

Concluded, today _____, time _____:_____:_____, in 2 original copies, one for each party: one for the Client and one for the Intermediary.

Name and surname of the Intermediary representative

Name and Surname of the Client/Representative

Signature and stamp

Signature (and stamp)