

**Framework Mandate Agreement for non-executive administrators**

**Annex A**

**MANDATE AGREEMENT NO. \_\_\_\_\_**

Concluded today \_\_\_\_\_

**I. Preamble**

*Considering:*

- The Government Decision no. \_\_\_\_\_ regarding the incorporation of S.C./ S.N./ \_\_\_\_\_;
- The provisions of the GEO no. 109/2011 regarding corporate governance of public companies approved by Law no. 111/2016, with subsequent amendments and additions („GEO no. 109/2011”);
- The provisions of the Law no. 31/1990 regarding companies, republished, with subsequent amendments and additions, („Law no. 31/1990”);
- The provisions of the law no. 297/2004 regarding capital market, with subsequent amendments and additions (observation: applies for the listed companies);
- The company’s Articles of Incorporation;
- The provisions of article art. 1913 – 1919, art. 1924 as well as of art. 2009 – 2042 of the Civil Code;
- The decision of the OGMS no. \_\_\_\_\_ from \_\_\_\_\_ for the approval of the mandate agreement between the company and its administrators

*And the fact that:*

- By Decision no. \_\_\_\_\_, the company’s OGMS appointed Mr./Mrs. \_\_\_\_\_ for the position of member of the BoD, and he/she expressly accepted it, following to exercise, with the other members of the BoD, the attributions provided by the Law no. 31/1990, by the Company’s Articles of Incorporation, („Articles of Incorporation”), and by GEO no. 109/2011;
- The Law no. 31/1990, GEO no. 109/2011, as well as the company’s Articles of Incorporation, request the members of the BoD that, during their mandate, they must not have a legal labor relation with the company;
- It is necessary to establish the rights and obligations of the signatory parties, in the context of a legal report of commercial law, corresponding to exercising the position of the BoD member,

the parties agree to conclude the present mandate agreement, hereinafter also called mandate agreement, („Mandate Agreement”), following the consent agreement expressed by the signatory parties.

**II. The agreement parties**

**Art. 1.** \_\_\_\_\_, company managed in a unitary /dual system, with registered office in \_\_\_\_\_, registered at the Register of Commerce with Bucharest Court of Law under no. \_\_\_\_\_, IBAN account \_\_\_\_\_, opened at \_\_\_\_\_, represented by \_\_\_\_\_, as **principal**, („*the Company*”), and Mr./Mrs., \_\_\_\_\_ citizen \_\_\_\_\_, born on \_\_\_\_\_, in \_\_\_\_\_, domiciled in \_\_\_\_\_, holder of I.C. series \_\_\_\_\_, no. \_\_\_\_\_, PIN \_\_\_\_\_, as non-executive administrator or **proxy** („administrator/proxy”).

### **III. Definitions**

**Art. 2.** In the present Mandate Agreement, the terms below shall have the following signification:

- a. **Articles of Incorporation** – Articles of Incorporation of \_\_\_\_\_ („*the Company*”), approved by the general meeting of shareholders of the *Company*, effective as of the date of the present Mandate Agreement or as amended/completed/reformulated, by the decision of the general meeting of shareholders of the *Company*;
- b. **Legal applicable frame** – the assembly of the legal Romanian standards consisted by the GEO no. 109/2011, the *Company*’s law no. 31/1990, Civil code, Fiscal code, as well as by the other regulations incident to the present Mandate Agreement, applicable to the parties;
- c. **Conflict of interest** – any situations or circumstances determined/determinable according to the applicable legal frame, to the Organization and operation regulation of the *Company*, („ROF”) and other regulations, where the personal interest, direct or indirect, of the administrator, contradicts the *Company*’s interest, affecting or with the possibility of affecting its independence and impartiality in making business decisions or performing the attributions in time and objectively, during his/her mandate in the *Company*;
- d. **The final impossibility to perform the mandate/ legal impediment** – (i) any circumstance creating an unavailability with a period exceeding or equal to 90 consecutive calendar days, not giving the administrator the possibility to fulfill his attributions, personally or by representation, (ii) preventive detention, (iii) administrator’s arrest, (iv) cancellation of the decision of the general meeting (ordinary) of the *Company*’s shareholders to appoint the administrator; and so on;
- e. **Remuneration** for the administrator – means the remuneration made of a fixed monthly allowance and a variable component established by the decision of the general meeting of shareholders, by complying with the provisions of art. 153<sup>18</sup> of the Law no. 31/1990, with subsequent amendments and additions and of art. 37 of GEO no. 109/2011, with subsequent amendments and additions;
- f. **Force majeure** – means any external, unpredictable, invincible and unavoidable event, which could not have been foreseen at the moment of concluding the present Mandate Agreement and which makes impossible the performance and, respectively, the compliance of the Mandate Agreement; such events are being considered: wars, revolutions, fire, floods or any other natural disasters, restrictions occurred following quarantine, embargo, the list not being exhaustive, but declarative. It is not considered force majeure an event like those listed above,

without creating the impossibility to perform, make the performance of obligations of any party very costly.

- g. **Business decision** – means any decision in taking or not certain measures regarding the *Company's* management;
- h. **Accidental event** – means an event which couldn't have been foreseen by the administrator nor stopped from happening; assimilated to the accidental event are the change of the legal frame, of regulation and of the Romanian current fiscal system on signing the Agreement, which additionally burdens the *Company*;
- i. **Financial and non-financial performance indicators** – the performance indicators established by addendum to the mandate agreement

#### ***IV. Object of the Mandate Agreement***

**Art. 3.** By the present Mandate Agreement, the administrator is authorized to adopt, with the other administrators, all measures necessary to manage the *Company*, according to the provisions of the applicable, current legal frame, as well as of the *Company's* Articles of Incorporation and those of the Mandate Agreement, within the limits of the *Company's* object of activity and by complying with the exclusive competencies, regarding the Law no. 31/1990, GEO no. 109/2011 and the Articles of Incorporation, BoD, President of the BoD, GMS.

**Art. 4.** For the purpose of performing the object of the present Mandate Agreement, the administrator shall perform all necessary actions for managing the *Company's* assets, in its interest, for complying with the object of activity and shall perform the attributions established for it by the Articles of Incorporation and by the present Mandate Agreement.

**Art. 5.** The place for performing the mandate is the *Company's* office, indicated at art. 1 of the present Mandate Agreement or where it acts as representative of the *Company*. The place for complying with the mandate may be changed by the *Company* and may be established to be at the offices of the *Company's* branches, or in a location established by the *Company*. The decision regarding the change of the compliance of the mandate is communicated by the *Company*, according to the Organization and operation Regulation of the BoD.

#### ***V. Period of the Mandate Agreement***

**Art. 6.** The Mandate Agreement shall be concluded for a period of:

- 4 years starting with 26.04.2017, until 26.04.2021, and can be renewed by GMS Resolution, only after an evaluation and under the condition that the obligations assumed through the present Mandate Contract were fulfilled (*the mandate contract will have this duration in case the administrators are appointed for a mandate of 4 years*)
- 4 months starting with 26.04.2017, until 26.08.2017, with the possibility to be extended, due to thorough reasons, up to 6 months (*the mandate contract will have this duration in the case of the provisional administrators with a 4 months contract*)
- For a period between 26.04.2017 until 26.08.2017, remaining period until the expiration of the mandate approved by OGMS Resolution no. 28/23.12.2013 (*the mandate contract will have this duration in the case of the administrator whose mandate expires on 23.12.2017*)

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

**Art. 7.** The Administrator undertakes that, **together with the other members of the BoD**, shall exercise the following *main attributions*:

- 7.1.** to draft, within maximum 30 days from the appointment, a proposal for the administration component of the administration plan, in order to accomplish the financial and non-financial performance indicators;
- 7.2.** to approve the administration plan which shall include the administration and the management component drafted by the leadership managers/members, according to the law
- 7.3.** to summon, through the president of the BoD or of the, within 5 days from the approval of the administration plan, the GMS, in order to negotiate and approve the financial and non-financial performance indicators resulted from the administration plan.
- 7.4.** to negotiate the financial and non-financial performance indicators based on the administration plan and the expectation letter, within 45 days from communicating them to the public tutelary authority. If at the expiry of this term the negotiation is not finished, the term may be extended only once, by maximum 30 days, at the request of any of the parties involved.
- 7.5.** to establish main activity directions and to approve the *Company's* development strategy;
- 7.6.** to create the audit nomination and remuneration committee, according to the current legal provisions;
- 7.7.** to establish the accounting policies and the financial control system and the approval of the financial plan, as the case may be;
- 7.8.** to delegate the *Company's* leadership, to select, appoint and revoke the managers/ CEO/ directorate and establish their remuneration at the recommendation of the nomination and remuneration committee;
- 7.9.** to quarterly evaluate the activity of the CEO/ directorate under the aspect of performing the mandate agreement concluded with him/directorate's members, as well as in regards to the compliance and performance of the management component from the administration plan;
- 7.10.** to approve the Organization and operation plan of the BoD;
- 7.11.** to establish the attributions delegated in the competency of the *Company's* executive leadership, respectively in the competency of the CEO and other leaders, in order to perform the *Company's* operations;
- 7.12.** to approve the conclusion of any agreements for which was not delegated the competency of the CEO and managers, within the limits provided by the Articles of Incorporation;
- 7.13.** to draft an annual report regarding the *Company's* activity by complying with the provisions of *art. 56 of the GEO no. 109/2011*;
- 7.14.** to assemble/or as the case may be, to authorize the assembly of the general meeting of shareholders, to take part in the meetings of the GMS and implement the decisions of the GMSs, to inform all shareholders regarding any act or event which might have a significant influence on the company's situation;
- 7.15.** to annually submit, to the *Company's* GMS, within the term provided by the field law, the report of the *Company's* activity, the balance and the profit and loss account, to make recommendations regarding the division of the profit and to authorize the *Company's* project of the income and expenses budget;
- 7.16.** to approve, within maximum 80 days from the appointment of the managers/members of the directorate, the management component of the administration plan drafted by the managers/members of the directorate;

- 7.17.** to establish the agreement level of the current bank loans, short and medium-term commercial loans and approve the issuance/ establishment of securities, according to the Articles of Incorporation;
- 7.18.** to provide mandate to the CEO or negotiation committee in order to negotiate the collective labor agreement and to approve its final form; (observation: provision valid only for the BoD)
- 7.19.** to introduce, as the case may be, the request to open the insolvency procedure of the *Company*, according to the law;
- 7.20.** to propose to the *Company's* GMS the increase of share capital when this measure is necessary for the activity development, incorporation/dissolution of a new unit/sub-unit, fusion, division, as well as incorporation of legal persons, with or without legal personality, by association with other persons in the country/abroad; (observation: provision valid only for the BoD)
- 7.21.** to perform the attributions delegated by the *Company's* GMS according to the *Company's* Law no. 31/1990, as well as any attributions provided by the law or by the Articles of Incorporation in its task; ( observation: provision valid only for the BoD)
- 7.22.** to quarterly submit, during the GMS, a report on the administration activity, also including information regarding the performance of the mandate agreements of managers/members of the directorate, details regarding the operational activities, company's financial performance and company's quarterly accounting reports;
- 7.23.** to approve the level of professional responsibility assurance for the CEO/Directorate;
- 7.24.** to check the operation of the internal and management control system
- 7.25.** to adopt, within 90 days from the appointment date, an ethical code, which is published, by the care of the BoD President, on the *Company's* website which is reviewed annually, as the case may be, with the approval of the internal auditor, being republished on May 31<sup>st</sup>, of the current year

**Art. 8.** The Administrator also undertakes:

- 8.1.** not to be tied to the *Company* by a labor agreement;
- 8.2.** to perform his mandate with the loyalty, caution and diligence of a good administrator in the exclusive interest of the *Company*, and not to take any special obligations towards a shareholder of the *Company*, regarding the *Company's* activity;
- The Administrator does not breach the abovementioned obligation, when making a business decision, he reasonably has the right to consider (i) he acts in the interest of the *Company* and (ii) made decisions based on adequate information.
- 8.3.** to adopt all measures necessary for protecting the *Company's* patrimony;
- 8.4.** to comply with the ethical code adopted at the *Company's* level;
- 8.5.** to keep confidentiality of information and business secrets of the *Company*, to which had access through documents presented to the BoD, except for the situations when such use is requested by the law or it is necessary in relation with the public authorities and/or by the participation of the administrator in a litigation involving the *Company's* activity;
- 8.6.** to declare and avoid conflict of interests in relation to the *Company*;
- 8.7.** not to conclude legal documents with the *Company*, unless according to the law;
- 8.8.** to take part in at least one advisory committee created at the board level;
- 8.9.** to dedicate enough time to prepare the board's meetings, their attendance, as well as special committees attendance;

**8.10.** to attend continued professional development programs, for an optimum activity within the board;

**8.11.** to manage potential conflicts of interests at the level of management authorities and leadership.

**Art. 9.** The Administrator undertakes that, together with other managers, shall fulfill the administration plan and decision of the GMS.

**Art. 10.** The Administrator, together with the other administrators, undertakes to assemble the GMS to approve any transaction if he has, individually or in a series of settled transactions, a value exceeding 10% of the new assets value of the Company or exceeding 10% of the Company's turnover according to the most recent audited financial statements, with the administrators or managers or, as the case may be, or the directorate's, with the employees, shareholders having control of the company or a company controlled by them, as well as with the husband or wife, relatives or affiliates up to the 4<sup>th</sup> grade including those of the persons mentioned.

**Art. 11.** The Administrator, together with other administrators, undertakes to inform the shareholders, during the first GMS following the conclusion of the legal deed, on any transaction concluded by the Company with:

- a) The persons provide at art. 10, if the transaction value is under the level of 10% of the value of the Company's net assets or over 10% of the Company's turnover according to the most recent audited financial statements;
- b) Another company or with the public tutelary authority, if the transaction amounts to, individually or in a series of transactions, at least the equivalent in lei of 100,000 EUR.

**Art. 12.** The Administrator, together with other administrators, undertakes to submit to the GMS, during the annual quarterly reports, in a special chapter, the legal documents concluded according to art. 10 and art. 11, stating the following elements: the parties that concluded the legal document, the conclusion date and nature of the document, the description of its object, the total value of the legal document, mutual debts, created securities, payment terms and methods and any other essential and significant information regarding the respective legal documents, as well as any information necessary to determine the effects of the respective legal documents on the financial situation of the *Company*.

**Art. 13.** The Administrator undertakes not to use in his own interest and not to disclose to any unauthorized person any confidential or secret information regarding the *Company's* activity. In this regard, the administrator undertakes to comply with the confidentiality regulations provided in Annex 1 to the present Mandate Agreement.

**Art. 14.** The Administrator shall not use the Confidential Information – according to the definition of this notion established in Annex 1 – directly or indirectly, for personal or third party use, except for situations when such use is requested by the law or by the administrator's attendance to a process.

**Art. 15.** The Administrator shall comply fully with the non-compete obligations provided in Annex 2 to the present Mandate Agreement.

### ***VII. Administrator's Rights***

**Art. 16.** The Administrator benefits from a **fixed maximum monthly gross allowance** in the amount of..... lei, to perform the assigned mandate.

The mechanism for providing the gross monthly fixed allowance is the following:

- The president of the BoD and the members of at least 2 advisory committees created at the level of the Board benefit from a gross fixed monthly allowance at the maximum value;
- Members of the BoD who are also part of an advisory committee created at the level of the Board, benefit from a gross fixed monthly allowance representing 90% of the gross fixed monthly allowance at the maximum level;

**Art. 17.** The payment of the monthly fixed allowance is made once a month, respectively on \_\_\_\_\_ of the month, regardless of the number of meetings from that month.

**Art. 18.** The Administrator benefits also from the payment of a variable component.

The variable component is determined and provided depending on the compliance of the objectives consisted in the administration plan and financial and non-financial performance indicators approved by the GMS. The variable component is going to be regulated by an addendum to the present Mandate Agreement.

**Art. 19.** The Administrator benefits from the deduction of the expenses related to the mandate performance, based on justifying documents, in the same amount corresponding to the position of CEO, as well as, but without a limitation to it: accommodation costs, per diem, transport and any other type of costs connected to the mandate performance and regardless if they occurred during trips in the country or abroad, as well as for the use of certain inventory assets/fixed assets necessary for the activity development.

**Art. 20.** The Administrator must be insured for professional responsibility. The bonus payment for this insurance, which amount is approved by the GMS, shall be made by the company and it is not deducted from the administrator's remuneration.

### ***VIII. The Company's Rights***

**Art. 21.** *The Company* has the right to request the Administrator to perform the mandate in the *Company's* exclusive interest and to be accountable for the way in which he does it.

### ***IX. Company's Obligations***

**Art. 22.** *The Company* undertakes to pay all royalties due to the administrator, provided in the present Mandate Agreement, including to retain at the source and transfer in time the income tax and all the other mandatory contributions, fiscal or of any other nature, the administrator's responsibility, in his name and on his behalf.

**Art. 23.** The Company undertakes to provide the administrator full rights to fulfill his mandate / attributions/ obligations, by complying with the limits provided in the Articles of Incorporation, the present Mandate Agreement and applicable legal frame, as provided at art. 2, letter b) of the Mandate Agreement.

#### ***X. Parties' responsibility***

**Art. 24.** The incompletion and /or inadequate compliance of the obligations taken by any parties signatory to the present Mandate Agreement draws the responsibility of the default party.

**Art. 25.** The party which determined the termination of the Mandate Agreement due to wrongful incompletion and/or wrongful inadequate incompletion of the obligations taken, is responsible towards the other party by covering all damages generated by the termination of the Mandate Agreement.

**Art. 26.** The Administrator is responsible for wrongful incompletion: (i) of the obligation to comply with the administration plan, for the purpose of reaching the objectives consisted by it and to comply with the financial and non-financial performance indicators, (ii) of the provisions of the present Mandate Agreement, (iii) of the provisions of decisions adopted by the *Company's* GMS and (iv) of the provisions of the Articles of Incorporation.

**Art. 27.** The Administrator does not breach the caution and diligence obligation and shall not be responsible in case, at the moment of taking any business decision, has the reasonable right to consider he acts in the *Company's* interest and based on adequate information and if no accidental event occurs, as it is defined.

**Art. 28.** *The Company* is responsible for the wrongful incompletion of the obligations taken under the present Mandate Agreement and shall cover the damage caused.

#### ***XI. Force majeure***

**Art. 29.** The parties are exonerated of responsibility in case of force majeure, as defined at art. 2 letter f) of the present Mandate Agreement.

**Art. 30.** In case of force majeure, the parties shall make joint efforts in order to diminish possible damage which might result following the intervention of such cause.

**Art. 31.** The parties also undertake to notify in writing the other party, in 5 (five) days at the most since the intervention of any force majeure cause and, in general, to inform the other party in due time about the possible impediments which might lead to difficulties in performing the object of the present Mandate Agreement.

#### ***XII. Amendment of the Mandate Agreement***

**Art. 32.** The present Mandate Agreement may be amended only by the written agreement of the signatory parties, expressed by an addendum.

**Art. 33.** The present Mandate Agreement shall be adequately adapted to the legal subsequent regulations after its conclusion and which are applicable.

### ***XIII. Termination of the Mandate Agreement***

**Art. 34.** The present Mandate Agreement is terminated by:

- 34.1. expiration of the term for which it was concluded;
- 34.2. in the situation of negotiation fail for the approval of the financial and non-financial performance indicators resulted from the administration plan;
- 34.3. immediately revoking of the administrator, by the Company's GMS, for unjustified incompliance of the obligations provided in the Mandate Agreement;
- 34.4. administrator's decease;
- 34.5. insolvability or bankruptcy of the *Company*;
- 34.6. agreement of the signatory parties;
- 34.7. the administrator's resignation of the mandate, of by non-imputable causes;
- 34.8. the intervention of legal impediments, as defined at art. 2 letter d) of the present Mandate Agreement, forbidding the administrator to occupy this position;
- 34.9. incompliance, out of imputable reasons, of the financial and non-financial performance indicators, situation identified following the evaluation of the activity of the BoD members of the *Company*.

**Art. 35.** The Administrator's Mandate can be revoked: (i) in case there is a prosecution in his name regarding the perpetration of a crime against patrimony by contempt of trust, corruption, embezzlement, false statements, tax evasion, a crime under the Law no. 656/2002 for preventing and sanctioning money laundering, as well as for appointing certain preventive measures and fighting financing of acts of terrorism, republished, (ii) in case of committing a crime provided by the Law 31/1990 and the Law no. 297/2004 regarding share market with subsequent amendments and additions (for the companies on the share market) or (iii) in case of a criminal final decision regarding the perpetration of an intended crime, according to the criminal law. In such cases, the mandate revoking by the Company's GMS shall not be considered a revoking without a just cause.

**Art. 36.** In case the revoking occurs without a just cause, the administrator in question has the right to compensation, according to the mandate agreement.

In case of unexpected or unjustified revoking of the administrator, he has the right to receive from the *Company* a compensation for the period of the Mandate Agreement which was not performed, regardless of the revoking date, but no more than 12 monthly fixed allowances determined as follows:

- a) if the revoking occurs at any moment prior to the beginning of the last mandate year, the administrator shall receive a compensation representing 12 monthly fixed allowances;
- b) if the revoking occurs during the last year of the agreement, a compensation corresponding to the number of months remained until the end of the mandate shall be paid, but which shall not exceed 6 fixed monthly allowances.

The payment of this compensation shall be done within 30 business days since the termination date of the present Mandate Agreement.

This type of compensation for the administrator is the only indemnification if the revoking occurs without justification.

In case of revoking for grounded reasons /justified of the administrator, the Company does not owe him any compensation for the unperformed period of the mandate.

#### ***XIV. Litigations***

**Art. 37.** Any litigation between the parties regarding the conclusion, performance, amendment, termination or interpretation of the clauses of the present Mandate Agreement, which cannot be solved amicably, shall be submitted to the competent Romanian courts of law.

#### ***XV. Confidentiality obligations between the parties***

**Art. 38.** The parties undertake to maintain confidentiality according to the current applicable legal and state provisions, on all information, data and documents received from the other party in performing the present Mandate Agreement.

**Art. 39.** The parties may disclose information or documents for the performance of the present Mandate Agreement only to persons involved in its performance, who, in their turn, shall undertake not to use, for a other purpose that the one related to the performance of the agreement, an obligation notified to the latter by the signatory party of the present Mandate Agreement.

**Art. 40.** It is not considered an obligation to maintain confidentiality, the disclosure of information in one of the following cases:

- 40.1. if the information was known by the party before being obtained from the other party and this can be proved;
- 40.2. if the information disclosure was made after receiving the written approval of the other party;
- 40.3. if the information was important at the moment of its disclosure;
- 40.4. if the party disclosed the respective information to comply with certain legal provisions or the ones of a court of law.

#### ***XVI. Final provisions***

**Art. 41.** The Administrator states that he acknowledged the provisions of the Company's Articles of Incorporation.

**Art. 42.** The Administrator states he isn't in any of the incompatibility situations, provided by the GEO no. 109/2011 and the Law no. 31/1990, or competitiveness, provided by Annex 3 to the Agreement.

**Art. 43.** Annexes 1-2 are part of the present Mandate Agreement.

**Art. 44.** The present Mandate Agreement is governed by and interpreted according to the provisions of the Romanian law. For any aspect not expressly mentioned in its content, the present Mandate Agreement is completed by the provisions of the Romanian Civil code. Also, the present Mandate Agreement is completed by the provisions of the Law no. 31/1990 and GEO no. 109/2011. The present Mandate Agreement is not a labor agreement and is not governed by the labor law.

**Art. 45.** This Mandate Agreement represents the complete agreement between the parties and removes any other prior agreements, written or verbal, occurred between the parties regarding the object of this agreement.

**Art. 46.** If certain clauses of the present Mandate Agreement become inefficient from the legal point of view, the validity of the other provisions of the present Agreement shall not be affected. In such situations, the parties agree to negotiate in good faith any clause which became inefficient from the legal point of view, adding the negotiated clause to the provisions of the present Mandate Agreement, by concluding an addendum.

**Art. 47.** All changes which the parties address mutually based on the present Mandate Agreement are performed in writing and are sent by fax, e-mail, certified mail with a confirmation of receipt or by carrier at the addresses indicated at art. 1 of the present Agreement. Depending on the actual situation, the parties shall opt in good faith and reasonably for the best notification method among the ones mentioned in the first thesis of this article, so that the notification can reach its purpose and contribute to the compliance of the agreement's obligations of the parties.

**Art. 48.** If, anytime during the period of this Mandate Agreement, one of the parties does not insist expressly to impose a certain provision of the Agreement, it does not mean that the party dropped such provisions or dropped the right to impose such provisions.

Therefore we have concluded today \_\_\_\_\_, on \_\_\_\_\_, in 2 (two) original copies, the present Mandate Agreement, the parties also stating, they have received each, after signing the present Agreement, one counterpart.

Company  
By: \_\_\_\_\_

Administrator  
Mr./Mrs. \_\_\_\_\_

## CONFIDENTIALITY RULES

### 1. Definition

The term „**Confidential Information**” means and does not include any information regarding the *Company*'s economic activity which is not public, according to (i) the law, (ii) the decisions of GMS, (iii) the decisions of the BoD and (iv) internal regulations of the *Company*.

Without a limitation to the abovementioned, the confidential information include:

- a) Agreement's terms and any information regarding business partners, clients, agencies, employees, contractors, investors or providers of the *Company*, such as the conditions based on which the *Company* develops economic activities with each person;
- b) Computer programs (including source and object codes) or the developed soft program, changed or used by the *Company*;
- c) Any kind of information put together by the *Company*, including, but without a limitation to, information regarding products and services, advertisement and marketing, as well as by the clients, providers and/or business partners, existent or potential;
- d) algorithms, procedures or techniques or essential ideas and principles at the base of such algorithms, procedures or techniques developed by or those used by the *Company* or in any other way known to the *Company* (except for any public algorithm, procedure or technique), regardless if such algorithms, procedures, techniques are part or not of a computer program, including, but without limitation to techniques for:
  - identifying possible clients;
  - effective communication to the existent or potential clients;
  - reducing operating costs or increasing the systems efficiency.
- e) The fact that the *Company* uses, used or evaluated as a possibility to use any certain data base, data sources, algorithms, procedures or techniques or the ideas developed or provided by a person, other than the *Company* (including any algorithm, procedure or technique in the public field), regardless if such algorithms, procedures or techniques are part of a different computer program or not;
- f) Marketing establishing strategies, development, investigated, acquired (from a third person or in any other way), evaluated, amended, tested or used by the *Company*, or any other information regarding or which might reasonably lead to the development of such strategy;
- g) Information regarding the *Company*'s future plans, including, but without limitation to, extension plans on geographic areas, market or service segments, any information which might be usually included in the company's financial statement, including, but without a limitation to, the amount of the asset, passive, net values, income, costs or the *Company*'s net income, except for the information which disclosure is authorized according to the *Company*'s internal regulations;
- h) Information which shall be disclosed exclusively under the conditions provided at point 5;
- i) Any other information acquired by the Administrator during his mandate, which might reasonably reflect the *Company*'s vulnerabilities and which might help a competitor or a possible competitor of the *Company*, to successfully compete against the *Company*;
- j) Any information received by the *Company* from third parties who, in their turn, have a confidentiality obligation of which existence notify the *Company*;
- k) Any information derived from all of the above and

- l) Any copies of all the information mentioned above, except for situations when such copies are requested by a court of law or by another public authority, according to the law.

## **2. The Use and Disclosure of Confidential Information**

The Administrator acknowledges that he acquired and/or shall acquire Confidential Information during or related to the performance of the mandate within *the Company*, as well as the fact that the use, for the *company* competing purposes, of such Confidential Information, by himself or other persons, might seriously endanger the *Company's* capacity to continue its economic activity.

Therefore, the Administrator accepts that, directly or indirectly, at any moment, during the Mandate Agreement concluded with the *Company* or any time subsequently to its termination and regardless of when and for whatever reason this agreement shall be terminated, shall not use or determine the use of any Confidential Information regarding any activities or business, except for the *Company's* economic activities and shall not disclose or determine the disclosure of any Confidential Information to any natural person, company, association, group or any other entity, except for the case when such disclosure was authorized specifically in writing by the *Company*, or except the case when it is requested by any applicable law, or ruled by the decision of a court of law or arbitration court or by any public authority which by law is empowered to receive such information. Additionally, the Administrator undertakes to notify the *Company*, immediately, regarding any action of such court of law or arbitration institution, or any public authority, like the ones mentioned above, so that the *Company* may adopt, according to the law, protection measures or any other corresponding solution and shall continue to provide any assistance which the *Company* may reasonably request to grant such measures or solutions.

In case the protection measures mentioned in the previous paragraph are not enough, the Administrator shall provide only that section from the Confidential Information which is legally requested by the public authority in question and shall make all reasonable and lawful efforts to obtain the confidential treatment for all Confidential Information disclosed in this way.

## **3. The use and disclosure of information regarding third parties**

The Administrator understands that *the Company* sometimes receives information from third parties, which the *Company* must treat as confidential and use only for limited purposes, („**Information regarding third parties**”).

The Administrator accepts that, directly or indirectly, at any moment, during the Mandate Agreement concluded with the *Company* or at any moment after its termination and regardless of when and by which reason this Agreement shall terminate, shall not use or determine the use of any information regarding third parties, except for cases when this is allowed by a written agreement concluded between the *Company* and the respective third party, except for the case when it is requested by any applicable law or by the decision of any court of law or arbitration institution or by any public authority which is empowered by the law to receive such information.

Additionally, the Administrator undertakes to inform the *Company*, immediately, regarding any action of such court of law or arbitration institution, or any public authority, like the ones mentioned above, so that the *Company* may adopt, according to the law, protection measures or any other corresponding solution. In case the protection measures mentioned in the previous paragraph are not enough, the Administrator shall provide only that section of Information regarding third parties, as requested by the law.

## **4. Protecting the commercial secrets**

No provision of the present Mandate Agreement shall bind the *Company* or affect in any way its rights to protect the commercial secrets, by any means provided by the law.

## 5. Information disclosure by the Company

During the performance of the Mandate Agreement and on the termination date of the present Mandate Agreement, the Administrator shall disclose and promptly deliver to the *Company*, as such disclosure might be reasonably appreciated as being in the *Company's* interest, in writing or in any other way, reasonably requested by the *Company*, the following information, („Information to be disclosed”):

- (i) All and any algorithms, procedures or techniques regarding the *Company's* economic activities or the Administrator's activity within the *Company*, essential ideas and principles at the base of such algorithms, procedures or techniques created, original, adapted, discovered, developed, acquired (from a third party or in any other way), evaluated, tested or applied by the Administrator during his activity within the *Company*, regardless if such algorithms, procedures or techniques were incorporated in a computer program;
- (ii) All any marketing strategies, essential ideas and principles at the base of such strategies and any information which might, reasonably lead to such created, original, adapted, discovered, developed, acquired (from a third party or in any other way), evaluated, tested or applied strategies by the Administrator during his activity within the *Company*;
- (iii) Information regarding all and any products and services, essential ideas and principles at the base of such products and services, created, original, adapted, discovered, developed, acquired (from a third party or in any other way), evaluated, tested or applied strategies by the Administrator during his activity within the *Company* and
- (iv) Any other ideas or information created, original, adapted, discovered, developed, acquired (from a third party or in any other way), evaluated, tested or applied strategies by the Administrator during his activity within the *Company*, in case such ideas or information might be reasonably appreciated as being useful or valuable for the *Company*.

## 6. Confidential character of Information to be disclosed

The parties agree that the Information to be disclosed, according to point 5, is, in its turn, related to the Confidential Information, according to the definition from point 1 of the present Annex, and the Administrator undertakes to use and keep all Information to be disclosed according to point 5 as the Confidential Information, also complying with the provisions of point 3 of the present Annex regarding confidentiality of Information regarding third parties.

## 7. Period of time necessary to comply with the confidentiality obligations

The confidentiality obligations of the Administrator based on the present Annex, part of the Mandate Agreement, remain applicable also after the termination of the Mandate Agreement and shall have effects for an unlimited period of time.

Company  
By: \_\_\_\_\_

Administrator  
Mr./Mrs. \_\_\_\_\_

## NON-COMPETITION OBLIGATIONS

### 1. Non-competition

During the period of his mandate in the *Company*, the Administrator, directly or indirectly, in his own name or as employee, agent, consultant, administrator, manager, associate, shareholder, investor or in any other way, agrees and undertakes to:

- a) Not engage in any other activity or business competing to or similar to an activity or business of the *Company*, or with an activity or business which the *Company* develops or intends to develop;
- b) Not assist, in any way, any person which activities compete or damage in any other way the commercial activities of the *Company*.

The non-competition obligation has effects on the entire territory of Romania, regarding any competitive third parties.

### 2. Refusal to request services

During the period of his mandate in the *Company*, the Administrator, directly or indirectly, with or without a commission, in his own name or as employee, agent, consultant, administrator, manager, associate, shareholder, investor or in any other way, shall not:

- a) determine or try to determine another employee, consultant, provider, buyer or independent contractor of the *Company* to terminate his relation to the *Company*;
- b) use, detain as consultant or contractor, or determine the employment or detainment or any employee, employment/conclusion of any contractual relation with any agent, consultant, service or product provider, independent buyer or contractor of the *Company*.

### 3. Breaching the non-competition obligations

Any breach of the obligations consisted in the present Annex by the Administrator gives the *Company* the right to request compensation from him/her for the damage caused to the *Company*.

Company  
By:\_\_\_\_\_

Administrator  
Mr./Mrs.\_\_\_\_\_