

MANDATE CONTRACT

Pursuant to the provisions of:

- **G.E.O. no. 109/2011** on corporate governance of public enterprises, as subsequently amended and supplemented, hereinafter referred to as **G.E.O. no. 109/2011**;
- **G.D. no. 639/2023** for the approval of the Methodological Norms for the application of some provisions of Government Emergency Ordinance no. 109/2011 on the corporate governance of public enterprises, hereinafter referred to as **Methodological Norms - Annex no. 1-** Methodological Norms of 27 July 2023 for the establishment of the criteria for the selection of members of the boards of administration/supervisory boards of public enterprises, for the drawing up of the short list for each position, their ranking, the procedure for final appointments, as well as for the establishment of other measures necessary for the implementation of the provisions of Government Emergency Ordinance no. 109/2011 on the corporate governance of public enterprises and **Annex no. 2-** Methodological Norms of 27 July 2023 for establishing the financial and non-financial performance indicators and the variable component of the remuneration of the members of the boards of administration/supervisory boards of public enterprises, as well as of the directors, respectively of the members of the management board, hereinafter referred to as **Methodological Norms**;
- **Company Law no. 31/1990** republished, as amended and supplemented, hereinafter referred to as **Law no. 31/1990**;
- Art. 1913-1919, Art. 1924, as well as Art. 2009-2042 of Law no. 287/2009 regarding the Civil Code, as amended;
- The Articles of Incorporation of the National Gas Transmission Company "Transgaz" S.A., a company managed in a unitary system, hereinafter referred to as the **Articles of Incorporation**,

Following and based on the appointment by the General Meeting of Shareholders ("**General Meeting of Shareholders**") by the **Decision of the General Meeting of Shareholders no. ___/___** of Mr./Mrs. _____ in as a member of the Board of Administration of the National Gas Transmission Company "Transgaz" S.A., a company managed in a unitary system, and of the express acceptance by Mr./Mrs. _____ of the mandate, it being necessary to establish the rights and obligations of the principal and the representative corresponding to the exercise by the latter of the function of member of the of the Board of Administration, this mandate contract is concluded according to the following.

Art.1 Parties to the contract

The National Gas Transmission Company "Transgaz" S.A., headquartered in Mediaş, 1 C. I. Motaş Square , Sibiu county, registered at the Trade Register Office attached to the Sibiu Court under no. J32/301/2000, Tax Registration Code RO/13068733, hereinafter referred to as "**TRANSGAZ S.A.**" or "**the Company**", represented by the General Meeting of Shareholders which appointed by the General Meeting of Shareholders no. ___/___ the _____ to sign on behalf of the Company this contract in the form and content approved by the **General Meeting Resolution no. ___/___**, as **principal**,

and

_____, a Romanian citizen, born on _____, residing in _____, with the mailing address declared in _____, PIN _____ appointed as **a member** of

the **Board of Administration of the Company** ("the **Board**") in accordance with the **Resolution of the General Shareholders' Meeting**. No. ____/_____, hereinafter referred to as the "**Administrator**"), who took note of the form and content of the contract approved by the **General Shareholders' Meeting resolution no. ____/____** and expressly accepted the mandate under these contractual conditions, as a **Trustee**.

Art. 2 Term of office

2.1 The term of office shall be 4 (**four**) years from _____ to _____.

2.2 The mandate may be renewed only once with the application of the conditions and in accordance with the procedure established by law.

Art. 3 Definitions

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

- a. **Articles of Incorporation** – Articles of Incorporation of the Company (hereinafter also the Company), approved by the General Meeting of Shareholders of the Company, as in force on the date of this Mandate Contract or as it will be amended/supplemented/reformulated, by resolution of the (extraordinary) General Meeting of Shareholders of the Company;
- b. **Applicable legal framework** – the set of Romanian legal norms contained in G.E.O. no. 109/2011 as amended, Companies Law no. 31/1990 as amended, Law no. 24/2017 on issuers of financial instruments and market operations, with subsequent amendments, Civil Code as amended, Tax Code as amended, as well as in other normative acts (e.g.: applicable laws, regulations, decrees and any other applicable regulatory acts, issued by national, international, regional, local or other governmental authorities), incident to this Mandate Contract, applicable to the parties;
- c. **Conflict of interest** – any situations or circumstances determined/determinable according to the applicable legal framework, the Company's Rules of Procedure and Functioning ("Company ROF") and the Rules of Procedure and Functioning of the Board of Administration ("BoA ROF") in which the personal interest, direct or indirect, of the Trustee, is contrary to the interest of the Company, so that it affects or could affect its independence and impartiality in making business decisions. business or the timely and objective performance of the duties incumbent on him in the exercise of his mandate for the Company;
- d. **Inside information** – information of a precise nature that has not been made public, which relates directly or indirectly to one or more issuers or to one or more financial instruments, and which, if publicly transmitted, could have a material impact on the price of those financial instruments or on the price of the derivatives with which it relates;
- e. **Confidential information** – means and includes any information regarding the economic activity of the Company that is not public, according to (i) the law, (ii) the decisions of the General Meeting of Shareholders,
(iii) decisions of the Board of Administration and (iv) the Company's internal regulations. Confidential information relates primarily, but is not limited to:
 - the contractual terms and any information regarding the Company's business partners, customers, investors or suppliers, as well as the conditions under which the Company carries out economic activities with each of these persons;

Translation from Romanian

- computer programs, algorithms, procedures or techniques used by the Company;
 - information regarding the Company's future plans, including, but not limited to, plans to expand to geographic areas, market segments or services;
 - marketing strategies, developed, investigated, acquired (from a third party or otherwise), or used by the Company;
 - any other information acquired by the Trustee in the course of the exercise of its mandate, which could reasonably be considered to reflect the Company's vulnerabilities.
- f. **Impossibility of exercising the mandate/legal impediment** – (i) any circumstance that creates an unavailability with a duration greater than or equal to 90 consecutive calendar days, depriving the member of the Board of Administration of the possibility to perform his/her duties, personally or by representation, except for the cases provided by law (ii) preventive arrest, (iii) execution of a custodial sentence, (iv) annulment of the decision of the (ordinary) general meeting of shareholders of the Company appointing the member of the Board of Administration;
- g. **The remuneration due to the member of the Board of Administration** – The remuneration of the members of the Board of Administration is established by the general meeting of shareholders in the structure and limits provided for in para. (2) and (4) of art. 37 of G.E.O. no. 109/2011, as subsequently amended and supplemented.
- h. **Force majeure** - means any external, unforeseeable, absolutely invincible and unavoidable event, which could not be foreseen at the time of the conclusion of this Mandate Contract and which makes it impossible to execute and, respectively, fulfill the Mandate Contract; such events are considered to be: wars, revolutions, fires, floods or any other natural disasters, restrictions arising as a result of a quarantine, embargo, the list not being exhaustive but enunciative. An event such as the above is not considered force majeure which, without creating an impossibility of execution, makes the execution of the obligations of one of the parties extremely costly;
- i. **Business Decision** – means any decision to take or not to take certain measures regarding the management of the Company;
- j. **Fortuitous event** – means an event that could not have been foreseen by the Trustee or prevented by it from happening; the modification of the legal, regulatory framework and tax system in Romania existing at the signing of this Agreement are assimilated to the fortuitous event;
- k. **Financial and non-financial performance indicators** – performance indicators negotiated and approved by the general meeting of shareholders, different from those approved for Directors, established by an addendum to the Mandate Contract.

Art. 4 Object of the mandate contract

4.1 Through this mandate agreement, the Administrator is entrusted with the management of the Company, corresponding to the quality of member of the Board, having the attributions, powers and responsibilities established by law and by the Articles of Association.

4.2 The obligations of the Administrator are regulated by law, as it may be amended during the term of office, including by the legislation applicable to public enterprises, the provisions of the Articles of Association and those of this mandate contract. In order to achieve the object of this mandate contract, the Administrator will perform, within the limits of the duties and competences of a member of the Board, all the acts necessary for the administration of the Company in its interest and for the fulfillment of the object of activity, the latter being to

exercise the mandate loyally, in the interest of the Company, with the prudence and diligence of a good administrator.

Art.5 Rights and obligations of the Administrator

5.1 Rights of the Administrator

5.1.1 The Administrator is entitled to the payment of a remuneration as detailed in art 11 of the Contract consisting of a fixed monthly allowance.

5.1.2 The Administrator has the right to benefit from a professional liability insurance policy concluded by the Company. The payment of the premiums related to this insurance will be made by the Company and will not be deducted from the remuneration due to the Administrator.

5.1.3 The administrator is entitled to compensation in the event of revocation of the mandate without just cause. In relation to Article 8.5, "just cause" within the meaning of this article is "just cause" within the meaning of this article, the specification being not limited to, the failure of the Administrator or the improper fulfillment of any legal obligation or stipulated in this contract and the unjustified refusal to conclude addenda to this contract by which changes are established by the effect of the law. Also, the revocation takes place with "just cause" in the situation in which the key performance indicators are not met at the minimum level approved by the General Meeting of Shareholders, as well as in the situation in which the Administrator refuses to assume the key performance indicators and their fulfillment at the minimum level approved by the General Meeting of Shareholders, refusing to properly conclude an addendum to the mandate contract. In the event of dismissal of the director without just cause:

a) Apart from the situation provided for in point b1 of this Article, the Administrator shall be entitled to receive from the Company a compensation equivalent to a maximum of 24 fixed net monthly indemnities, if the revocation without just cause occurs within the first 2 years of the mandate;

b) Except as provided for in point b1 of this Article, in the event that the dismissal without just cause occurs in the last 2 years of the mandate, the Company will pay the Administrator a compensation corresponding to the number of months remaining until the end of the mandate.

b¹) The supervisory public authority may terminate early, for reasons beyond its control, the mandate contracts of the members of the board of administration, in order to fulfill the milestones or targets set in the National Recovery and Resilience Plan (NRRP) of Romania. In this case, the contractually established compensatory remunerations for dismissal without just cause or untimely dismissal provided for in this mandate contract shall be reduced by right to the amount of maximum 6 remunerations.

c) The payment of this amount as compensation shall be made by the Company within a maximum of 60 calendar days from the date of adoption of the Resolution of the General Meeting of Shareholders to revoke it, if the decision is not contested. The Administrator agrees and accepts that this compensation is the only compensation of the Administrator, in the event of his dismissal without just cause.

5.1.4 In the event that the administrator challenges the revocation decision issued by the Company in court, the challenger declares that he definitively and irrevocably waives any interest and penalties related to the main right claimed, except for legal costs.

Translation from Romanian

5.1.5 The Administrator has the right to have access to any information related to the Company, in compliance with the obligation of confidentiality and the provisions related to access to service secrets, respectively classified national information.

5.1.6 The administrator may benefit, together with the other administrators, under the law, from specialized assistance for substantiating/motivating the decisions taken within the board, with the approval of the General Shareholders' Meeting.

5.1.7 The Administrator is entitled to benefit from the same package of compensation and benefits, including medical services and/or medical insurance, contracted by the Company for employees (if applicable).

5.1.8. In exceptional cases, when the Company's interest so requires, it may request the convening of the general meeting of shareholders.

5.1.9. The administrator shall be entitled to reimbursement of necessary and useful expenses, incurred in a justified manner in the interest of fulfilling the mandate, on the basis of supporting documents, but not limited to: accommodation expenses, per diem, transportation, fees for attending courses, seminars and any other types of expenses related to the execution of the mandate and regardless of whether they were incurred in the course of travel within the country or abroad, as well as the use of inventory items/fixed means necessary for the performance of the activity.

5.2 Obligations of the Administrator

5.2.1 The administrator is obliged to develop a proposal for the management component of the management plan, in order to achieve the financial and non-financial performance indicators, within the term provided by art. 30 para. (1) of GEO no. 109/2011, as well as to analyze and approve the management plan completed with the management component under the conditions and within the deadlines provided by law.

5.2.2 The Administrator is obliged to negotiate, under the conditions of the law, the Key Performance Indicators (GSM) within the term provided by art. 30 para. (4) of the Government Emergency Ordinance no. 109/2011;

5.2.3 The administrator is obliged to meet the objectives and key performance indicators provided in the annex to the contract.

5.2.4 The administrator is obliged to contribute to the elaboration of the draft budget of the public enterprise and, as the case may be, of the activity program for the next financial year.

5.2.5 The Administrator is obliged to prepare and participate in the meetings of the Board, as well as in one or more advisory committees established at the level of the Board.

5.2.6 In case of appointment as Chairman of the Board of Administration, the member of the Board of Administration shall also have the duties corresponding to this position, established in the Company's Articles of Association, the Rules of Procedure and Functioning of the Board of Administration, as well as in the applicable legal provisions.

Translation from Romanian

5.2.7 The administrator is obliged to participate in the meetings of the general meeting of shareholders.

5.2.8 The Administrator is obliged to represent the Company in the cases provided for by law and, as the case may be, in the cases in which this faculty has been expressly granted to him.

5.2.9 The Administrator is obliged to participate in the elaboration and transmission, to the supervisory public authority, the Agency for Monitoring and Evaluation of the Performance of Public Enterprises ("AMEPIP"), the Ministry of Finance and other authorities, of the reports provided by law, of the reports on the Company's activity and the stage of achievement of the fulfillment of the key performance indicators of the mandate contract, as well as, as the case may be, of the information regarding the mandate contracts of the members of the Company's Executive Board.

5.2.10 The Administrator is obliged to formulate proposals regarding the Company's development strategy.

5.2.11 The administrator is obliged to participate in the selection, appointment and dismissal of directors, evaluation of activity and approval of their remuneration.

5.2.12 The Administrator is obliged to approve the recruitment and dismissal, as the case may be, of the Internal Audit Manager and to receive from him, whenever requested, reports on the Company's activity.

5.2.13 The administrator is obliged to verify the functioning of the internal managerial control system;

5.2.14 The administrator is obliged to notify the conflicts of interest and incompatibilities for the members of the administrative and management bodies or for the staff of the public enterprise.

5.2.15 The Administrator is obliged to declare, in accordance with the legislation in force and the code of ethics, the existence of any conflicts of interest and incompatibilities. In situations of conflict of interest, the Administrator has the obligation to refrain from participating in the decision-making process within the Board/advisory committees/in the exercise of the duties of administrator.

5.2.16 The administrator is responsible for the obligation of information provided by art. 153¹⁷ of Law no. 31/1990 in conjunction with art. 33 of GEO no. 109/2011.

5.2.17 The Administrator is obliged to exercise the mandate with the loyalty, prudence and diligence of a good administrator, in the exclusive interest of the Company.

5.2.18 The Administrator is obliged to comply with the legal and statutory provisions regarding lending and concluding legal acts with the Company.

5.2.19 To participate in at least one professional training program in the field of corporate governance, as well as in any other areas relevant to the Company, according to the applicable legal framework, with the approval of the General Shareholders' Meeting.

5.2.20 The Administrator is obliged to exercise due diligence regarding the receipt, possession and transmission of information (including documents) owned by the Company using for these purposes exclusively technical means and electronic or physical means of communication or

Translation from Romanian

storage owned or controlled by the Company (laptop/tablet, e-mail, other communication applications, physical storage media, etc.). In applying this contractual clause, the Administrator is also obliged to comply with the specific internal regulations regarding information security. The obligations established by this contractual clause are part of the scope of the confidentiality obligation assumed by the Administrator through this contract.

5.2.21 The Administrator, together with the other members of the Board of Administration, has the obligation to request the convening of the general meeting of shareholders to approve any transaction if it has, individually or in a series of transactions concluded, a value greater than 10% of the value of the Company's net assets or greater than 10% of the Company's turnover according to the latest audited financial statements, with the members of the Board of Administration or with the directors, with the employees, with the shareholders who hold control over the company or with a company controlled by them, as well as with the spouse, relatives or relatives up to the fourth degree inclusive of the mentioned persons.

5.2.22 The Administrator, together with the other members of the Board of Administration, has the obligation to inform the shareholders, at the first general meeting of shareholders following the conclusion of the legal act, about any transaction concluded by the Company with: a) the persons referred to in point 5.2.21, if the value of the transaction is below the level of 10% of the value of the Company's net assets or less than 10% of the Company's turnover according to the latest financial statements Audited; b) another company or with the supervisory public authority, if the transaction has a value, individually or in a series of transactions, of at least the equivalent in lei of 100,000 euro.

5.2.23 To make available to the Company, in the form and within the terms specified by it, the documents and information requested by the Company for the execution of various legal or statutory obligations relating to the Administrator.

5.2.24 Not to make unauthorized assessments in relation to disputes that are being resolved and in which the Company is a party.

5.2.25 Not to provide assistance and advice to individuals or legal entities in order to promote legal or other actions against the Company.

5.2.26 The Administrator assumes the conditions for obtaining the ORNISS certificate at the level requested by the company (Law no. 182/2002 on the protection of classified information, of the National Standards for the Protection of Classified Information in Romania, approved by Government Resolution no. 585/2002, and of the Norms on the protection of classified information of the North Atlantic Treaty Organization in Romania, approved by Government Resolution no. 353/2002).

5.2.27 To comply with the non-compete obligations set out in Annex no. 1 to the Contract, the integrity criteria set out in Annex no. 2 and the confidentiality clauses in Annex 3.

5.2.28 The Administrator has any other obligations provided by law, the Articles of Incorporation and the internal regulations adopted at the level of the Company.

5.2.29 To delegate the management of the Company to one or more directors, appointing one of them as Director-General, to determine their remuneration, on the recommendation of the Nomination and Remuneration Committee and to dismiss the Director-General(s), in

Translation from Romanian

accordance with the provisions of the Articles of Incorporation and the applicable Legal Framework;

5.2.30 To evaluate the activity of the general manager/directors, both in terms of the execution of the mandate contract(s) and in terms of compliance with and implementation of the management component of the management plan;

5.2.31 To approve the conclusion of contracts, within the limits provided by the articles of incorporation, by resolutions of the general meeting of shareholders, as well as by the applicable legal framework;

5.2.32 To make recommendations on profit distribution;

5.2.33 To convene or, as the case may be, to approve the convening of the general meeting of shareholders in accordance with the provisions of the bylaws and the applicable legal framework, to organize and participate in the meetings of the general meetings of shareholders and to implement the decisions of the general meetings of shareholders;

5.2.34 To approve the draft income and expenditure budget of the Company for the current year;

5.2.35 To submit to the General Meeting of Shareholders of the Company, within the legal term, all the reports provided by the applicable Legal Framework;

5.2.36 To verify the compliance with the law, with the Articles of Incorporation and with the resolutions of the general meeting of shareholders of the management operations of the Company;

5.2.37 To adopt all necessary measures to protect the Company's assets;

5.2.38 To inform the shareholders of Significant Events, within 2 working days, before or after their occurrence, as the case may be, and about the possible situation of impossibility/legal impediment, as the case may be;

5.2.39 To participate in the evaluation process and, as a result of this process, to present a self-evaluation based on the performance achieved versus objectives in a report on the degree of achievement of the objectives, within the terms and conditions established by the Client and to be delivered to him;

5.2.40 To defend, in a loyal manner, the prestige of the Company and of the Company's management bodies and shareholders, as well as to refrain from any act or fact that may cause damage to their image or legal interests;

5.2.41 Not to publicly express assessments that are not in accordance with reality in relation to the Company's activity, its policies and strategies or the draft regulations or individual acts;

5.2.42 In his/her relationship with the Company, with the directors, shareholders and employees of the Company and the other members of the Board of Administration, the Administrator undertakes to behave in a manner based on respect, good faith, fairness and kindness, not to prejudice their honour/reputation/dignity, as well as to the natural and legal persons with whom he/she comes into contact in the exercise of his/her mandate, by using offensive expressions, formulating slanderous notifications or complaints or revealing aspects of private life;

Translation from Romanian

5.2.43 To ensure equal opportunities and treatment for the Company's employees and directors, not to favor or disfavor access or promotion within the Company on discriminatory criteria, kinship, affinity or other criteria that do not comply with the applicable Legal Framework;

5.2.44 To participate and cast their vote at each meeting of the Board of Administration and to sign the minutes of the meetings of the Board of Administration in which they participate personally or as a proxy, drawn up by the secretariat of the meeting;

5.2.45 To make available to the Company, in the form and within the terms specified by it, the documents and information requested by the Company for the execution of the various legal or statutory obligations related to the Administrator.

5.3 Duties of the Administrators and the Board in the Administration of the Company

5.3.1 The Board is in charge of carrying out all the necessary and useful acts for the achievement of the Company's object of activity, except for those reserved for the General Meeting of the Shareholders, namely:

- a) approving the Company's development strategy, establishing the main directions of activity and development;
- b) establishing the accounting policies and the financial control system, as well as approving the financial planning;
- c) supervising the functioning of prudent and efficient control systems, which allow the assessment and management of risks;
- d) fulfilling the obligations provided by law regarding the recruitment, appointment, evaluation and, as the case may be, the dismissal of the Company's directors;
- e) supervising the activity and monitoring the performance of the executive management;
- f) establishing and approving the remuneration of the directors;
- g) ensuring that the Company fulfills its legal and contractual obligations;
- h) the preparation and transmission of the reports provided by the law.

Art.6. Rights and obligations of the Company

6.1 Company rights

6.1.1 The Company has the right to request and receive from the Administrator information, reports and other documents regarding the fulfillment of the mandate.

Translation from Romanian

6.1.2 The Company has the right to negotiate the key performance indicators and complete the negotiation within the term provided by law.

6.1.3 The Company has the right to bring an action for liability and an action for damages caused to the Company by the Administrator in breach of the duties provided by law and the Articles of Incorporation.

6.1.4 The Company has any other rights provided by law, the Articles of Incorporation and the internal regulations adopted at the level of the Company.

6.1.5. The Company has the right to request in writing any kind of information regarding the activity of the members of the Board of Administration and to receive a response within 10 calendar days from the request.

6.2 Obligations of the Company

6.2.1 The Company is obliged to pay the remuneration to the Administrator under the conditions established by this contract.

6.2.2 The Company is obliged to bear the costs of the Administrator's professional liability insurance.

6.2.3 The Company has the obligation to monitor the activity of the administrator and to evaluate the fulfillment of the approved key performance indicators, included in the mandate contract.

6.2.4 The Company has the obligation to pay the compensation to the administrator provided for in Art. 5.1.3 letters a, b and b¹.

6.2.5 The company is obliged to pay any other benefits provided for in the company's articles of incorporation or which are approved by the general meeting of the shareholders.

6.2.6 The Company has the obligation to ensure the necessary conditions for the administrator to carry out his/her activity, through his/her full freedom in the exercise of his mandate.

Art.7. Liability of the parties

7.1 Failure to fulfil and/or improper fulfilment of the obligations assumed by any of the parties signing this contract entails the liability of the party at fault.

7.2 The Administrator is liable for culpable non-compliance: (i) with the obligation to comply with the Management Plan, in order to achieve the objectives contained therein and to meet the financial and non-financial Performance Indicators, (ii) the provisions of this Mandate Contract, (iii) the provisions of the resolutions adopted by the General Meeting of Shareholders of the Company and (iv) the provisions of the Articles of Incorporation.

7.3 The Administrator does not breach the duty of prudence and diligence and will not be liable if, at the time of making a business decision, he/she is reasonably entitled to consider that he/she is acting in the interests of the Company and on the basis of adequate information.

7.4 The Administrator shall be liable for any damage suffered by the Company as a result of its culpable failure to perform the duties and obligations provided for in this Mandate Contract, the Articles of Incorporation, ROF CA, the resolutions of the General Meeting of Shareholders or the Legal Framework, in accordance with the applicable legal provisions.

Art.8. Conditions for modification, termination and renewal of the mandate

8.1 This contract is amended by the agreement of the parties expressed by an addendum concluded in compliance with the substantive and formal conditions provided by law at its conclusion or, as the case may be, as a result of subsequent legislative changes likely to affect the contractual provisions.

8.2 The modification of the contract for the purpose of including clauses regarding the key performance indicators, approved under the conditions of GEO no. 109/2011 will be made under the conditions and deadlines provided by the law.

8.3 The contract terminates:

- a) at the expiry of the period for which it was concluded, if it has not been renewed in accordance with the law.
- b) by the Administrator's waiver of the mandate with a notice of 35 calendar days from the notification of the Company;
- c) by the death of the Administrator;
- d) by the General Shareholders' Meeting as a result of the failure to meet the key performance indicators included in the mandate contract, for reasons attributable to the Administrator;
- e) by opening the general insolvency or bankruptcy procedure of the Company;
- f) by the Administrator violating the legal provisions regarding conflicts of interest, incompatibilities, including the integrity criteria provided by the Company's Code of Ethics, as well as the non-compete obligations;
- g) by breaching the confidentiality obligations regarding any financial and/or commercial information qualified as confidential or privileged according to the legal norms or contractual obligations assumed by the Company;
- h) by automatic cessation in the cases provided for by law, including in the case of initiation of the liability action against the members of the Council, as well as in the case of being sent to trial for committing one of the crimes provided for in art. 6 para. (1) of the Companies Law no. 31/1990.

Translation from Romanian

- i) by withdrawing/not granting the ORNISS authorization;
- j) by the impossibility of exercising the mandate/legal impediment – any circumstance that creates an unavailability with a duration greater than or equal to 90 consecutive calendar days, depriving the member of the Board of Administration of the possibility to perform his/her duties, personally or by representation;

If the Administrator is in the Definitive Impossibility of Exercising the Mandate/Legal Impediment, the termination will take effect from the date of expiry of the term of 90 consecutive days of incapacity.

8.4 The mandate of the Administrator may be renewed, at the request of the administrator in office, in accordance with the provisions of art. 25 of Annex no. 1 to GR no. 639/2023 for the approval of the methodological norms for the application of GEO no. 109/2011 on the corporate governance of public enterprises.

8.5 In the event of the dismissal of the Administrator for just cause, the Administrator is not entitled to receive compensation from the Company. In order to avoid any misunderstandings, "just cause" within the meaning of this article is "just cause" within the meaning of this article, the specification being not limited to, the failure by the Administrator or the improper fulfilment of any legal obligation or stipulated in this contract and the unjustified refusal to conclude addenda to this contract by which changes are made by the effect of the law are established.

Art. 9 Performance objectives and key performance indicators, including those for determining the variable remuneration component, where applicable, as well as the conditions for their revision

9. The objectives and key performance indicators, approved by AMEPIP, are set out in the Annex to the Contract, together with the conditions for their revision.

Art.10. Integrity and ethics criteria

10.1 The Administrator will comply with the provisions of the legal provisions, the provisions of the Articles of Association and the internal regulations of the Company regarding conflicts of interest, incompatibilities, non-compete obligations, including the integrity criteria provided by the Company's Code of Ethics.

10.2 The Administrator has the obligation to respect the confidentiality of any financial, technical and/or commercial information qualified as confidential or privileged according to the legal norms or contractual obligations assumed by the Company.

10.3 The Administrator shall comply with the conditions of termination of the mandate in case of indictment, for committing one of the offences provided for in Article 6 of the Companies Law no. 31/1990, republished, as amended.

Art. 11 Remuneration of the Administrator

11.1 The Administrator, in his capacity as a member of the Board, benefits from the indemnity set by the GMS, in accordance with the provisions of Art. 37 paras. (2) - (5) of GEO 109/2011,

11.1.1 The remuneration of the non-executive members of the Board of Administration shall consist of a fixed monthly allowance.

11.1.2 The remuneration of the executive members of the Board of Administration consists of a fixed monthly allowance and a variable allowance.

11.2 The fixed allowance due to the Administrator during the term of office of the Board member is in the gross monthly amount of _____ lei.

11.3 The payment of the fixed indemnity shall be made monthly.

Art.12 Non-payment/Refund of the variable component of remuneration

12.1 If the payment of the variable component of the remuneration has become excessively onerous due to exceptional circumstances, the extent of which was not and could not have been foreseen by the parties when concluding the agency agreement, the Company is entitled to request a reasonable and fair adaptation of the agency agreement. If the parties do not agree on the adaptation of the contract, the Company shall be entitled to refer the matter to the court in accordance with the provisions of Article 1.271 of Law No. 287/2009 on the Civil Code, republished, as amended and supplemented;

12.2 The mandate contract shall also be adapted if the payment of the variable component of the remuneration jeopardizes the capitalization of the Company;

12.3 If the variable component is granted on the basis of incomplete or incorrect data, the administrator is obliged to return the amounts received unduly, failing which the Company is obliged to bring an action for restitution.

Art.13. Method of evaluation of administrators

13.1 The execution of this mandate contract is subject to evaluation under the conditions of the law according to the following types of evaluations:

a) the evaluation of the Board's own performance;

- b) the evaluation of the activity of the Administrator, carried out by the General Meeting of Shareholders or by the supervisory public authority;
- c) the evaluation by AMEPIP of the fulfilment of the key performance indicators.

Art. 14 Participation in the specialized advisory committees, established at the level of the council according to the law, as well as in other committees, depending on the specifics of the public enterprise

14.1 The Nomination and Remuneration Committee, the Risk Management Committee and the Audit Committee shall be constituted within the Board in accordance with the law. The Articles of Association of the Company may establish the possibility of establishing other advisory committees.

14.2 Within 10 calendar days from the date of appointment, the Board is obliged to constitute the committees specified in clause 14.1 of the Contract.

Art.15 Clauses regarding the independence of the administrator

15.1 In relation to the provisions of art. 138² of Law no. 31/1990, in conjunction with the provisions of Article 28 paragraph (6) of GEO 109/2011, the Administrator declares on his/her own responsibility on the date of signing this contract that, according to the legal provisions, he/she **is/is not an independent administrator**.

15.2 In the event of modification, during the term of office, of the statute declared according to clause 15.1 above, the Administrator undertakes to notify the Company within 3 calendar days from the occurrence of the modification.

Art.16 Conditions of contracting assistance at the level of the council

16.1 The Council has the possibility to request the public undertaking to contract expert assistance to substantiate its decisions, for example, but not limited to: audits, anti-fraud investigations, market analysis and others.

Art.17. Force majeure and unforeseeable circumstances

17.1 The parties undertake to notify each other, in writing, within no more than 5 (five) days from the occurrence of any cause of force majeure or fortuitous event, as defined by the Law no. 287/2009 regarding the Civil Code, republished, as amended, and, in general, to inform each other in a timely manner about any impediments that may lead to difficulties in achieving the object of this contract.

Translation from Romanian

17.2 If the party invoking force majeure or unforeseeable circumstances has not complied with the notification obligation or the deadline set out in 16.1, then the party shall not be exempt from liability.

17.3 In case of force majeure or unforeseeable circumstances, the parties shall make joint efforts in order to reduce the possible damages resulting from the occurrence of such a cause.

Art.18 Method of settling disputes

18.1 This contract is governed by good faith and interpreted in accordance with the provisions of Romanian law.

18.2 Any dispute that arises between the Parties regarding the conclusion, execution, modification, termination or interpretation of the clauses of this Mandate Contract, which cannot be settled amicably, will be submitted for settlement to the competent courts of Romania.

Art.19 Other clauses

19.1 The Administrator agrees to the processing by the Company, if applicable, of the personal data provided by the Administrator and/or obtained from third parties, including, without limitation, the personal identification number and other personal identification data, for the purpose of carrying out the legal relations directly or indirectly related to this contract between the Company and third parties, as well as for statistical or marketing purposes. This consent is also given in connection with the possible transfer abroad of the personal data of the Administrator. By this agreement, the Administrator declares that he/she has been informed about the provisions of Regulation (EU) No 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Law No 190 of 18 July 2018 on implementing measures for Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). The Administrator declares that, at the end of the processing operations, he/she agrees that his/her personal data will be subject to further processing by the Company, shareholders and, if applicable, other public authorities. The Administrator declares that he/she has been informed about the fact that he/she has the right to withdraw his/her consent at any time regarding the processing of personal data, their use for statistical or marketing purposes, their transfer abroad as well as the receipt of commercial communications, by means of a written request addressed to the Company.

19.2 The Administrator may not conclude an employment contract with the Company.

19.3 Notices

Translation from Romanian

19.3.1 All notices/requests/communications relating to this contract, addressed by one party to the other, will be considered validly fulfilled if they are sent to the latter party by registered letter or fax/e-mail, with acknowledgement of receipt to the addresses provided in art.1 of this contract or to those addresses that will be subsequently declared by either party.

19.3.2 If a party changes the correspondence coordinates mentioned in Article 1 of this contract, it will be obliged to communicate to the other party, within 5 (five) working days, the new coordinates. The omission of communication does not engage the liability of the party using the coordinates mentioned in the contract or the last notified, and the notifications made to the respective coordinates are valid.

19.4 The professional liability insurance policy, also covering the risks related to the execution of the Administrator's mandate, will be contracted and paid by the Company under the conditions of the public procurement legislation. The insured value is established by the supervisory public authority, and the conditions of the policy will be established by the Company.

19.5 This contract is not an employment contract and is not governed by labor law.

19.6 If certain clauses of this contract become legally ineffective, the validity of the other provisions of this contract shall not be affected. In such situations, the parties will renegotiate in good faith any clause that has become legally ineffective, adding the clause thus renegotiated to the provisions of this contract.

19.7 If, at any time during the term of this contract, one of the parties does not expressly insist on imposing a particular provision of the contract, it does not mean that that party has waived such provisions or that it has waived the right to enforce such provisions.

19.8 The legal framework applicable to this contract shall apply by law and shall produce legal effects by law without any other prior formalities on the part of the parties.

19.9 The Administrator declares that he/she has become aware of the clauses of this contract and of the Company's Articles of Incorporation prior to the appointment by the General Meeting of Shareholders and the acceptance of the mandate, understands their terms and fully accepts them.

19.10 The Administrator declares that he/she has become aware prior to the appointment by the General Meeting of Shareholders and the acceptance of the mandate of the specific obligations provided for him/her by the specific legal framework applicable to the Company, accepts, understands and is firmly committed to complying with the obligations of confidentiality and loyalty.

19.11 The Administrator declares that he/she is not in any of the situations of incompatibility or competition provided for by law, has full capacity to exercise to conclude this contract and to execute the obligations provided by it and in accordance with the provisions of this contract and the applicable legal framework and meets the requirements provided by law and by the Company's Articles of Association for holding the capacity of administrator within the Board.

Translation from Romanian

Annexes 1, 2 and 3 are integral part of this Contract.

That is why we have concluded today _____ at _____, in 2 (two) original counterparts, this Mandate Contract, the parties declaring, at the same time, that they have each received, on the occasion of signing this Contract, one counterpart.

**National Gas Transmission Company
"Transgaz" S.A.**

By:.....mandated,
By resolution no. of the General
Meeting of the Shareholders

**ADMINISTRATOR
Mr/Ms.**

NON-COMPETITION OBLIGATIONS

Non-competition

During the exercise of his/her mandate in *the Company*, the Administrator, directly or indirectly, agrees and undertakes:

- a) not engage in any activity or business that is in competition with or similar to the Company's primary business;
- b) not to assist in any way any person whose activities are in competition with or who otherwise prejudice the Company's business activities.

The non-competition obligation takes effect on the territory of Romania, as well as in the countries where the company operates or intends to operate.

Refraining from requesting services

During the exercise of his/her mandate in the *Company*, the Administrator, directly or indirectly, with or without commission, shall not:

- a) determine or attempt to cause any employee, consultant, supplier, buyer or independent contractor of *the Company*, to terminate his relationship with the Company;
- b) use, retain as a consultant or contractor, or cause the employment or retention of any employee, the hiring/conclusion of a contractual relationship with any agent, consultant, service or product provider, buyer or independent contractor of *the Company*, so that the action causes damage to the Company.

Infringement of non-competition obligations

Any breach of the obligations contained in this Annex by the Administrator entitles *the Company* to claim compensation from him for the damages caused to *the Company*.

National Gas Transmission Company
"Transgaz" S.A.

By:mandated,
By Resolution no. of the
General Meeting of the Shareholders

ADMINISTRATOR
Mr/Ms.

INTEGRITY CRITERIA

Considering the following:

The members of the Board of Administrators have the obligation to declare any personal interests that may contradict the objective exercise of the attributions they exercise in fulfilling their mandate;

The members of the Board of Administration are obliged to take all necessary measures to avoid situations of conflict of interest and incompatibilities;

Early identification and timely removal of the premises of corruption are a priority and imperative;

Ethics refers to individual behaviour, in an organizational or non-organizational context, which can be appreciated or evaluated from the perspective of values, principles and ethical rules at the level of the society.;

Integrity behaviour is that behaviour that is appreciated or evaluated ethically as correct. Integrity, as an individual value, refers to this ethical correctness, which cannot be delimited by legal and professional correctness;

Behaviour lacking integrity is a form of undermining society's mission, leading to a toxic organizational climate for employees and third parties, and affecting the legitimate interests of all involved, including the public interest.

The Company's administrator assumes the following integrity criteria:

1. Is a person who is competent, fair and eager to contribute to the development of society;
2. Adheres to the values and principles of the company's code of ethics;
3. Makes decisions only in the interests of Company (decisions are not made to gain financial benefits or other material benefits for themselves, their family or loved ones);
4. Has no business or contracts with the company for which he/she acts as a member of the Board of Administration, or with a partner company;
5. Ensures compliance with the principle of transparency regarding his/her decisions and actions;

Translation from Romanian

6. Has a duty to declare any particular interests related to the fulfilment of the specific responsibilities of the mandate and to take action in order to resolve any conflicts of interest that may arise, so as to protect the interest of Company;
7. Is responsible for his/her decisions and actions in front of the shareholders and is subject to any evaluation of the performance in fulfilling the mandate;
8. Must not create financial or other obligations towards organizations or natural or legal persons that would influence the way in which he/she carries out the duties specific to the mandate received from shareholders;
9. Does not have any personal debts towards the state budget;
10. No criminal investigation has been initiated against him/her, he/she has not been prosecuted or convicted for committing an act of corruption or an act related to non-compliance with the regime of interdictions, incompatibilities, conflict of interest or declaration of assets, embezzlement, tax evasion, deeds that are related to the exercise of administrator duties, or for any other deeds provided by criminal law;
11. The National Integrity Agency did not order a final act of finding, regarding the violation of the legal obligations regarding the unjustified assets, the conflict of interests or the regime of their incompatibility;
12. He/she was not been found, by a final court decision, to have been a collaborator or worker of the Securitate, as political police, according to the law, and did not promote/does not promote extremist ideas or actions (racism, xenophobia, anti-semitism, etc.);
13. Did not obtain degrees and diplomas through plagiarism, or intellectual theft proven by a final court decision;
14. Is not under judicial control for any type of crime, as well as under pre-trial detention or house arrest;
15. He/she did not show insulting, aggressive or inappropriate behaviour towards his/her colleagues;
16. He/she is effectively involved in promoting the integrity of the Company and provides his/her own example of integrity by sanctioning or properly managing violations of the rules, from the smallest, such as administrative misconduct, to the most serious, such as criminal offences.

SNTGN TRANSGAZ S.A

Administrator

By: Mr./Ms.

Mr./Ms

empowered by the Decision of the

General Meeting of the Shareholders no. _____ dated _____

Non-disclosure terms during and after the exercise of the mandate

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

Without limiting the above, confidential information includes:

- a) the contractual terms and any information regarding the Company's business partners, clients, agents, employees, entrepreneurs, investors or suppliers, as well as the conditions under which the Company carries out economic activities with each of these persons;
- b) computer programs (including source code and object code) or software program developed, modified or used by the Company;
- c) information of any kind compiled by the Company, including, but not limited to, information related to products and services, advertising and marketing, as well as by existing or potential customers, suppliers and/or business partners;
- d) algorithms, procedures or techniques, or essential ideas and principles underlying such algorithms, procedures or techniques developed by or used by the Company or otherwise known to the Company (other than any algorithm, procedure or technique in the public domain), whether or not such algorithms, procedures, techniques are part of a computer program, including but not limited to techniques for:
 - identification of potential customers;
 - effective communication with existing or potential customers;
 - reducing operating costs or increasing the efficiency of the system.
- e) the fact that the Company uses, has used or evaluated as an opportunity to use any particular database, data sources, algorithms, precedents or techniques or ideas developed or provided by a person other than the Company (including any algorithm, procedure or technique in the public domain), whether such algorithms, procedures or techniques are part of a computer program or not;
- f) marketing strategies, developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or used by the Company, or any information regarding or that could reasonably lead to the development of such strategy;
- g) information regarding the Company's future plans, including, but not limited to, plans to expand to geographic areas, market segments or services;
- h) information that will be disclosed exclusively under the conditions set out in point 5;
- i) any other information acquired by the Administrator in the course of his or her term of office, which could reasonably be considered to reflect vulnerabilities of the Company, and which would assist a competitor or potential competitor of the Company to compete successfully against the Company;
- j) any information received by the Company from third parties who, in turn, have an obligation of confidentiality about the existence of which the Company notifies;
- k) any information derived from all of the above, and
- l) any copies of all the information mentioned above, except in situations where such copies are requested by a court or other public authority, under the conditions provided by law.

2. Use and Disclosure of Confidential Information

2.1 The Administrator acknowledges that he has acquired and/or will acquire Confidential Information in the course of or in connection with the exercise of his mandate within the Company, as well as that the use of such Confidential Information for any purpose, by himself or by other persons, would seriously prejudice the Company, including by violating some legal obligations of the Company. Therefore, the Administrator accepts that, directly or indirectly, at any time, during the term of the contract concluded with the Company or at any time after its termination, and regardless of when and for what reason this contract will terminate, it will not use or cause the use of any Confidential Information in connection with any activities or businesses, except for the public economic activities of the Company, and will not disclose or cause to be disclosed 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 the decision of a competent court or arbitrator, or by any public authority which by law is empowered to receive such information.

2.2 In addition, the Administrator undertakes to notify the Company, promptly, of any act of a court or arbitration, or of another public authority, of the nature specified in the previous paragraph, so that the Company can adopt, under the conditions of the law, protective measures or another appropriate solution, and will continue to provide any assistance that the Company may reasonably request to guarantee such measures or solutions, if the safeguards referred to in the preceding paragraph are not sufficient, the Administrator shall provide only that portion of the Confidential Information which is lawfully required by the public authority concerned and shall make all reasonable and legally grounded efforts to obtain confidential treatment of any Confidential Information so disclosed.

2.3 For a period of at least 6 months from the end of the mandate, the Administrator is forbidden to hold a management or executive position in a company in direct competition with the Company.

3. Use and disclosure of information about third parties

3.1 The Administrator understands that the Company sometimes receives information from third parties, which the Company must treat confidentially and use only for limited purposes, ("Third Party Information").

3.2 The Administrator agrees that, directly or indirectly, at any time, during the term of the contract entered into with the Company, or at any time after its termination, and regardless of when and for what reason this contract will terminate, it will not use or cause to be used any Information relating to third parties, except as permitted by a written agreement between the Company and such third party and unless required by any law applicable or by the decision of a competent court or arbitral tribunal or by any other public authority which by law is empowered to receive such information. In addition, the Administrator undertakes to promptly notify the Company of any act of a court or arbitration, or of another public authority, of the nature specified in the previous paragraph, so that the Company may adopt, under the conditions of the law, protection measures or another appropriate solution. if the safeguards are not sufficient, the Administrator will provide only that section of the Information about third parties as legally required.

4. Protecting trade secrets. Nothing in this agreement shall imply or affect in any way the Company's rights to protect its trade secrets, by any means provided by law.

5. Disclosure of information by the Company

During the performance of the Agreement and on the date of termination of this Agreement, the Administrator shall promptly disclose and deliver to the Company, to the extent that such disclosure would reasonably be considered to be in the Company's interest, in writing, or in any form and manner, reasonably requested by the Company, the following information, ("Information to be Disclosed"):

- (i) any and all algorithms, procedures or techniques relating to the economic activities of the Company or the activity of the Administrator within the Company, the essential ideas and principles underlying such algorithms, procedures or techniques designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his activity within the Company, regardless of whether such algorithms, procedures or techniques have been incorporated into a computer program;
- (ii) any and all marketing strategies, the essential ideas and principles underlying such strategies and any information that could reasonably lead to the development of such strategies conceived, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his activity within the Company;
- (iii) information on any and all products and services, the essential ideas and principles underlying these products and services, designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his activity within the Company and
- (iv) any other ideas or information conceived, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Administrator in the course of his activity within the Company, if such ideas or information could reasonably be appreciated as useful or valuable to the Company.

6. The temporal extent of compliance with confidentiality obligations. The confidentiality obligations incumbent on the Administrator based on this contract remain applicable even after its termination regardless of the reasons and will take effect for an unlimited period of time.