

DIRECTOR AGREEMENT NO. _____

executed today _____

I. Preamble

Whereas:

- Government Decision No. on the establishment of Societatea Națională de Gaze Naturale „ROMGAZ” – S.A. Mediaș;
- the provisions of Government Emergency Ordinance No. 109/2011 on corporate governance of public companies approved by Law 111/2016, as subsequently amended and supplemented („GEO No. 109/2011”);
- the provisions of Law No. 31/1990, Company Law, republished, as amended and supplemented, („Law No. 31/1990”);
- the Articles of Incorporation of the company, as updated;
- the provisions of Art. 1913-1919, Art.1924, Art. 2009 and the following of the Civil Code;
- The Resolution of the Ordinary General Meeting of Shareholders of the company, No..... of for approval of the agreement between company and company’s Directors

and whereas:

- the Resolution No. dated of the Ordinary General Meeting of Shareholders appoints Mr./Mrs. as member of the Board of Directors, who has expressly accepted such appointment, and who will exercise, together with the other members of the Board of Directors his/her duties provided by Law 31/1990, by Articles of Incorporation of the Company („The Articles of Incorporation”) and by GEO No. 109/2011;
- Law 31/1990, GEO No. 109/2011, as subsequently amended and supplemented, and the Articles of Incorporation require the members of the Board of Directors to be free of any labour relationship with the company during the term of their mandate;

the parties hereby agree to conclude this contract of mandate, hereinafter also referred to as Director Agreement („Director Agreement”), as a result of the agreement expressed by the signing parties.

II. Contracting Parties

Art. 1. an one-tier company having its headquarters in, Str., No., county registered with Trade Registry under number, CUI/CIF RO....., IBAN opened with, represented by _____, as principal, („Company”),

and

Mr./Mrs., Romanian national, born on, domiciled in, street., no.....apartment....., county....., identified with Identity Card series..... no., personal identification numberacting as nonexecutive director (“Director”)

III. Definitions

Art. 2. As used in this Director Agreement, the terms listed below shall have the following meaning:

- a. **Articles of Incorporation** – the Articles of Incorporation of, approved by the GMS of the Company, effective on the date of this Director Agreement or as further modified/supplemented/reworded by resolution of Company’s GMS;
- b. **Applicable legal framework** – all Romanian legal provisions included in GEO no. 109/2011, as supplemented and amended, in Company Law no. 31/1990, as supplemented and amended, the Civil Law, the Fiscal Code, as well as other laws related to this Director Agreement, which are applicable to the parties;
- c. **Conflict of interests** – any defined/definable situation or circumstance relative to the applicable legal framework and to the Company Rules of Organisation and Operation(ROO), where the direct or indirect personal interest of the Director interferes with the Company interest, in a way that affects or could affect the independence or fairness of Director’s business decisions or timely and objective fulfilment of his duties during the performance of his mandate on behalf of the Company;
- d. **Permanent inability to exercise the mandate/legal impediment** – (i) any circumstance which makes the Director unavailable for 90 consecutive calendar days or more, and thus the Director is not able to fulfil his duties either personal or by representative, (ii) preventive custody (iii) arrestment of the Director, (iv) cancelation of the (O)GMS Resolution of the *Company* appointing the Director, and others;
- e. **Remuneration** due to Director – means the remuneration composed of a monthly fixed component established by resolution of the GMS, in compliance with Art. 153¹⁸ of Company Law no. 31/1990, as subsequently amended and supplemented, with Art. 64 par. (3) and of Art. 37 of GEO No. 109/2011, as subsequently amended and supplemented;
- f. **Force Majeure** – means any external event, unpredictable, invincible and inevitable, that could not have been foreseen at the effective date of this Director Agreement and which makes the performance and the fulfilment of the Director Agreement impossible; such events are considered the following: wars, revolutions, fires, floods or any acts of God, restrictions further to a quarantine, embargo, such list being declarative and non-exclusive. An event such as those presented above that does not make the performance impossible, even though it makes the fulfilment of one party’s obligations extremely costly, is not considered a Force Majeure event.
- g. **Business Decision** – means any decision for taking or not taking measures related to the governing of the Company;
- h. **Contingency** – means an unforeseeable event, which could not be foreseen and prevented by the Director; contingencies are considered to be: modification of Romanian legal, regulatory or fiscal framework that was effective at the execution date of this Director Agreement and which encumbers the Company in excess;

- i. **Confidential Information** – information in connection with the Company’s economic activity which is not in the public domain according to (i) the law, to GMS resolutions, (iii) Board of Directors resolutions and (iv) the Company’s in-house rules.

IV. Scope of Agreement

Art. 3. Hereby, the Director is authorized to adopt together with the other Directors all measures required to manage the Company, according to the provisions of the applicable law in force, as well as of the Company Articles of Incorporation and of this Director Agreement, within the scope of activity of the Company and in compliance with the exclusive competencies reserved by Law 31/1990, GEO no. 109/2011, the Articles of Incorporation, to the Board of Directors, the Chairman of the Board of Directors, the General Meeting of Shareholders and the managers of the Company.

Art. 4. In order to fulfil the scope of this Director Agreement, the Director will perform all acts required for managing the Company’s assets in the interest of the Company in order to fulfil its scope of activity, and will perform the duties established in this respect by the Articles of Incorporation and this Director Agreement.

Art. 5. The place for performing this Mandate is the Company’s headquarters, as mentioned in Article 1 of this Agreement or the place where he/she acts as Company representative. The place for performing the mandate may be modified by the Company and may be established either at the Company’s branches or at another place established by the Company. The decision related to changing the place for performing the mandate will be notified by the Company, according to the Board of Directors Terms of Reference.

V. The Duration of Director Agreement

Art. 6. The Director Agreement is concluded for a period of, starting on.....and until The Director Agreement term may be extended only by GMS resolution, in compliance with the law. This Agreement is valid subject to the elected director’s acceptance of position.

VI. Director’s Obligations

Art. 7. Director will be bound to perform the following main obligations, **together with the other members of the Board of Directors:**

- 7.1.** to set activity and development guidelines for the Company;
- 7.2.** to establish the Nomination and Remuneration Committee and the Audit Committee, according to the law in force;
- 7.3.** to establish accounting policies and financial control system and to approve the financial planning;
- 7.4.** to appoint and to revoke the managers and the Director General who have a Contract of Mandate and to establish their remuneration upon the recommendation of the Nomination and Remuneration Committee;
- 7.5.** to assess the activity of the Director General related to the performance of the Contract of Mandate;
- 7.6.** to approve the Board of Directors Terms of Reference;

- 7.7.** to establish the competencies assigned to the Company's managers, namely to the competencies of the director general and of other managers with managerial duties in the meaning of Law 31/1990 as subsequently amended and supplemented, in order to perform Company's operations;
- 7.8.** to approve conclusion of any contracts, within the scope of the Articles of Incorporation, for which the competencies have not been assigned to the Director General or the managers;
- 7.9.** to convene/or to approve the convening, as the case may be, of the general meeting of shareholders, to organise such meetings, to participate in the general meeting of shareholders and to implement the resolutions of the general meeting of shareholders, to notify all shareholders on all acts or events that could have a significant impact on company's position;
- 7.10.** to submit to the Company's general meeting of shareholders, within the term provided by the applicable law, the report on the Company's activity, balance sheet, profit and loss account of such year, to make recommendations on the profit distribution and to approve the Company's income and expenditure budget for the current year;
- 7.11.** to present to the Company's general meeting of shareholders a half-year report on the company's governance activity including information regarding the performance of directors' contracts, the operations, the Company's financial performance and the Company's half-year reporting;
- 7.12.** to establish the level of current bank loans, short and medium term commercial credits and to approve the release/set up of guarantees;
- 7.13.** to give the Director General or the negotiation committee the mandate to negotiate the collective labour agreement, and to approve and sign its final version;
- 7.14.** to file for insolvency of the Company, according to the law, if needed;
- 7.15.** to propose the Company's General Meeting of Shareholders the increase of share capital when it is required for development of activity, for establishing/liquidating new units/subunits, for mergers, separations and incorporation of legal entities, with or without legal personality, by association with other local/foreign persons;
- 7.16.** to fulfil the duties delegated by Company's General Meeting of Shareholders according to Law 31/1990, as subsequently amended and supplemented, as well as any other duties provided by law or the Articles of Incorporation.
- 7.17.** to approve the level of the professional insurance of the Director General;

Art. 8. The Director will also have following obligations:

- 8.1.** he/she will not be bound by a labour contract with the Company;
- 8.2.** he/she will exercise the assignment faithfully, prudently and diligently, as a good director, for the exclusive interest of the Company, and will not undertake any special obligations against one or another shareholder of the Company with respect to the Company's activity;
- The Director will not be in breach of the above mentioned obligation, if when making a business decision he is reasonably entitled to consider (i) that he acts on behalf of the Company and (ii) that he made the decision based on adequate information.
- 8.3.** he/she will take all necessary measures to protect the Company's patrimony;
- 8.4.** for a period of 5 years following the termination of the mandate he/she will keep confidential the information and the business secrets of the Company he had access to by means of documents presented to the Board of Directors, except for the cases when such disclosure is required by law or necessary in the relation with public authorities and/or involvement of the Director in a litigation referring to the Company's scope of activity;
- 8.5.** he will avoid conflicts of interest related to the Company;

8.6. he will not conclude any legal documents with the Company, except those provided by law.

Art. 9. The Director, together with the other directors, has to convene the General Meeting of Shareholders to approve any transaction, if its value, individually or in a series of transactions, is higher than 10% of the company's net assets value or higher than 10% from the company's revenue, according to the latest audited financial statements or to the Directorate, with the employees, shareholders having control of the Company or a company controlled by them, this obligation is incumbent also upon transactions concluded with the spouse, relatives or in-laws up to the IVth degree inclusively.

Art. 10. The Director, together with the other Directors, is obliged to inform the shareholders during the first General Meeting of Shareholders following the execution of the legal instrument, upon any transaction concluded by the Company with:

- persons provided at article 10, if the value of the transaction is below 10% of the company's net asset value or higher than 10% of the company's revenue, according to the latest financial statements;
- another company or the higher authority, if the value of the transaction, individually or a series of transactions, equals at least EUR 100,000.

Art. 11. The Director, together with the other directors, is obliged to submit quarterly to the General Meeting of Shareholders, in a special sub-chapter, the legal instruments concluded under Art. 9 and 10 herein, providing the following elements: the parties to the instrument, the execution date and the nature of the instrument, description of the scope, total value of the instrument, reciprocal debts, established guarantees, terms and methods of payment and any other essential and material information related to such instruments, as well as any information required for establishing the effects of such instruments on the financial statements of the Company.

Art. 12. The Director is not allowed to use for his own interest or to disclose to any unauthorized person any confidential or secret information referring to the Company.

Art. 13. The Director will not directly or indirectly use Confidential Information for his personal interest or for third party use, except when such use is required by law or by participation of the Director in an action at law.

Art. 14. The Director will fully comply with non-competition obligations provided by the law in force.

VII. Company's Liabilities

Art. 19. The Company undertakes to pay all monies due to director under this Director Agreement, including to withhold and to pay in due time the income tax and all mandatory contributions, tax or other kind, which are under Director's responsibility, on his account and behalf.

Art. 20. The Company undertakes to secure Director's full freedom in fulfilment of his mandate/assignments/liabilities, under the limits provided by the Articles of Incorporation, under this Agreement and applicable framework, as provided by Art. 2, letter b) of this Agreement.

Art. 21. The Company undertakes to secure necessary conditions for the performance of Director's activity.

VIII. Parties Liabilities

Art. 22. Non-fulfilment and/or unsatisfactory performance of liabilities undertaken by any party to this Director Agreement imply contractual liability of the party in default.

Art. 23. The Party who caused termination of this Director Agreement by culpable default and /or culpable unsatisfactory performance of assumed obligations is liable to the other party for all damages arising out of Director Agreement termination.

Art. 24. The Director is liable for culpable breach: (i) of the provisions under this Director Agreement, (ii) of the provisions of the resolutions adopted by Company General Meeting of Shareholders and (iii) of the provisions of the Articles of Incorporation.

Art. 25. The Director is not in breach of prudence and due diligence obligations and will not be considered liable when a business decision is made, if he has reasonable grounds to believe that he acts on behalf of the Company based on adequate information, unless a contingent event occurs, as it is defined.

Art. 26. The Company is responsible for the culpable breach of the obligations undertaken under this Director Agreement and will pay for the damages so caused.

IX. Force majeure

Art. 27. The parties are held harmless in case of force majeure events, as defined in article 2, letter f) of this Director Agreement.

Art. 28. In case of a force majeure event, the parties will use joint endeavours in order to diminish the possible damages that would result further to such event.

Art. 29. The parties also undertake to mutually notify each other in writing within maximum 5 (five) days from the occurrence of any force majeure event, and generally to inform each other and in due time on the potential obstacles that might lead to difficulties in achieving the scope of this Director Agreement.

XI. Amending the Director Agreement

Art. 30. This Director Agreement may be amended only by the written agreement of the signing parties expressed in an addendum.

Art. 31. This Director Agreement shall be consistent with the applicable legal regulations issued subsequent to the conclusion of this Agreement.

XII. Termination of the Director Agreement

Art. 34. This Director Agreement terminates if:

- 34.1. the contract period expires;
- 34.2. the Director is immediately dismissed by the General Meeting of Shareholders due to the unjustified non-performance of the obligations provided in this Agreement;
- 34.3. the Director deceases;
- 34.4. the Company goes bankrupt or insolvent;
- 34.5. the signing parties agree thereto;
- 34.6. the Director resigns the position because of reasons not attributable to him/her;
- 34.7. the occurrence of legal impediments as defined at article 2 letter d) herein, that prohibit the Director to take this position;

Art. 33. The Director's mandate may be also revoked in the following instances: (i) he/her is the subject of a criminal judicial proceeding in connection with any offence against patrimony by misuse of trust, corruption, embezzlement, forgery in deeds, fiscal evasion, offences contained in Law no. 656/2002 on preventing and sanctioning money-laundering and financing of terrorism, as amended from time to time, (ii) he/her committed an offence stipulated in Law 31/1990 or (iii) there is a final criminal court resolution regarding the wilful commitment of a criminal offence, according to the criminal law. In these instances, the revoking of the mandate by the Company's general meeting of shareholders shall not be regarded as unjust revocation.

XIII. Disputes

Art. 34. Any litigation between the parties related to the conclusion, performance, modification, termination or interpretation of the articles of this Director Agreement that cannot be amicably settled shall be deferred to competent Romanian courts.

XIV. Confidentiality obligation between the parties

Art. 35. The Parties undertake to keep confidential all data, information and documents received from the other party and related to the performance of this Director Agreement.

Art. 36. The Parties may disclose information or documents related to the performance of this Director Agreement only to persons involved in its performance who, at their turn, will be bound by the obligation not to use the information for other purposes than those related to the performance of the Agreement, such persons being informed of this obligation by the signing party of the Agreement.

Art.37. The disclosure of information is not considered breach of confidentiality in the following cases:

- 37.1. if the information was known to the party before receiving it from the other party and if this can be proven;
- 37.2. if the disclosure was made after having the written agreement of the other party;
- 37.3. if the information was known on the date of its disclosure;
- 37.4. if the party disclosed such information in order to comply with legal provisions or with a court decision.

XV. Final provisions

Art. 38. The Director declares that he is aware of the provisions of the Articles of Incorporation.

Art. 39. The Director declares that he does not fall under any of the incompatibility situations provided by G.E.O. no.109/2011 and by Law no.31/1990, or under the competition situation provided in Annex 2 to the Agreement.

Art. 40. This Director Agreement is governed by and construed in accordance with the provisions of the Romanian law. Relating any issue expressly not mentioned herein, this Director Agreement is supplemented with the provisions of the Romanian Civil Code. Moreover, this Agreement is supplemented with the provisions of Law no. 31/1990 and of G.E.O. no.109/2011.
This Director Agreement is not a labour contract and is not governed by labour law.

Art. 41. This Director Agreement constitutes the entire agreement between the parties and supersedes any previous, written or verbal, agreements between the parties related to the scope of this agreement.

Art. 42. If certain clauses of this Director Agreement become legally ineffective, the validity of the other Agreement provisions will not be affected. In such instances, the parties agree to renegotiate in good faith any legally ineffective clause, adding by means of an addendum the renegotiated clause to the provisions of this Director Agreement.

Art. 43. All amendments mutually made by the parties subject to this Director Agreement will be made in writing and send by fax, e-mail, certified mail with acknowledgement of receipt or express courier at the addresses indicated at item II of this Agreement. Depending on the specific situation, the parties will, reasonably and in good faith, choose the most suitable notification manner mentioned above, in such a way as to fulfil its scope and to lead to the fulfilment of the contractual obligations.

Art. 44. If at any time during this Director Agreement, one of the parties does not expressly insist on enforcing a certain provision of the Agreement, it does not mean that this party has relinquished such provisions or that it has waived its right to enforce such provisions.

In witness thereof we concluded today _____, at the Company's headquarters, this Director Agreement in 2 (two) original copies, therewith the parties declare that, they each received a copy thereof.

The Company

Director

By:

.....