

ADMINISTRATION CONTRACT

This administration services contract (hereinafter referred to as the "**Contract**") was concluded between and by the following parties:

1. (...) (hereinafter referred to as the "**Company**") and
2. (...) (hereinafter referred to as the "**Director**"),

Each of the above parties may be individually referred to as a "**Party**" and collectively as the "**Parties**".

TAKING INTO CONSIDERATION THAT:

- The Director has the necessary experience and professional capacity to provide administration services in accordance with the needs of the Company.;
- The Ordinary General Shareholders Meeting of the Company (hereinafter referred to as the "**General Meeting of Shareholders**" or "**GSM**") dated (...) appointed Mr. (...) as Director of the Company – member of the Board of Directors ("**BoD**"), and Mr. (...) hereby agrees to act in this capacity and to ensure, together with the other members of the BoD, the administration of the Company's affairs, in accordance with the terms and conditions of this Contract, the Company's Articles of Association, and the Companies Law no. 31/1990 (hereinafter referred to as "**Law 31/1990**"),

THEREFORE, in consideration of the obligations and conditions assumed under this Contract, the Parties have agreed as follows:

Article 1. OBJECT OF THE CONTRACT

1.1. The Company grants the Director the authority to organize and manage its activities, together with the other members of the Board of Directors, and the Director agrees to provide the Company with administration services (hereinafter referred to as the "**Services**") under the terms of this Contract.

Article 2. DURATION OF THE CONTRACT

2.1. The Contract is concluded for a period of (...) years, specifically from (...) to (...).

2.2. In the event that Mr. (...)’s mandate as Director is renewed following the resolution of the GSM, this Contract will be automatically renewed for a duration equal to that of the new mandate of the Director, under the same terms and conditions, unless otherwise decided by the GSM.

Article 3. RIGHTS AND OBLIGATIONS OF THE DIRECTOR

3.1. The Director has the following rights:

(i) To receive the compensation for providing the Services during the Contract period, in the form of a fixed remuneration, as specified in this Contract in Article 4.1. In the case of any fees, charges, burdens, taxes, deductions, or withholdings of any nature applicable, the Parties shall comply with the applicable legislation. The Director shall not receive additional remuneration if assigned specific functions within the Board of Directors. Furthermore, the Director does not benefit from a variable remuneration component.

(ii) In addition to the fixed remuneration, the Director will benefit from the following facilities, which will be granted in accordance with the Remuneration Policy and the internal rules of the Company, up to a total net amount limited to the equivalent in lei of the sum of EUR 12,500 per year:

- medical subscription in the MedLife network;
- professional training courses / coverage of study expenses for the Director or for first-degree relatives;
- subscription or membership fee to a gym / sports club for the Director and family members (spouse, children).

(iii) Except for participation in the public pension system and, implicitly, in pillar II of the pension system in Romania (i.e., privately managed pension funds), the Directors do not benefit from contributions to optional pension systems.

(iv) Directors are provided, in accordance with the applicable internal rules of the Company, with a laptop, phone, car, and other tools necessary for their work, and they are reimbursed for expenses incurred in fulfilling the duties entrusted to them by the Company.

(v) For the full execution of this Contract, the Director will have unlimited access to information regarding the activities of the Company, as well as to all documents and/or information related to commercial, legal, and accounting operations.

3.2. The Director has the following obligations:

(i) Is responsible, together with the other members of the Board of Directors, for preparing the management / business plan, the annual financial statements, and any other declarations and reports of the Company to the General Shareholders Meeting, as required in accordance with Law 31/1990.

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(ii) Develops, together with the other members of the Board of Directors, the Company's strategy by establishing the main directions for activity and development.

(iii) Participates in the Board of Directors' meetings, and in the adoption of decisions of this body, by voting.

(iv) Participates in the meetings of the advisory committees of the Board of Directors, if they are established and the Director is elected as member of these bodies, in accordance with the applicable legal provisions, as well as in the adoption of the proposals / recommendations of these committees, by voting.

(v) Carries out the notifications and reporting required by the applicable regulations and legal provisions.

(vi) Respects all legal and statutory obligations regarding incompatibilities, conflicts of interest, and abstention from deliberations throughout the duration of the mandate, under the condition that he / she is aware that such situations exist or may arise.

(vii) Upon termination of the Contract, he / she must immediately return to the Company or to any other person designated by the Board of Directors all documents and information belonging to the Company, regardless of the storage medium, including any copies thereof, as well as any other assets belonging to the Company that have been entrusted to him / her or that he / she otherwise possesses.

(viii) Any other obligations established in the applicable legal norms and in the Articles of Incorporation of the Company.

3.3. The Director shall fulfill the obligations stated above in accordance with the following principles:

(i) To carry out the tasks and responsibilities and to respect the obligations by making the most of his / her professional skills, for the benefit and in the best interest of the Company, in all aspects within the scope of his / her powers. To avoid any doubt, Mr. / Ms. (...) will exercise his / her powers and duties to fulfill the Company's business purpose and with regard to its best interests. However, the Director will not be responsible for the decisions of the General Shareholders Meeting that are not in the best interest of the Company. The actions of the Director based on such decisions will not affect the right of the Director to receive his / her fixed remuneration and / or other benefits granted under the Contract.

(ii) To allocate sufficient time, attention, and skills during working hours to fulfill the duties outlined in this Contract and to focus on the entrepreneurial activities of the Company as the Company may reasonably request, utilizing his / her knowledge, experience, and ingenuity diligently throughout this period for the benefit of the Company, in order to promote the interests of the Company.

(iii) To fulfill his / her duties and exercise his / her mandate in the manner most appropriate to the nature of the activities conducted by the Company.

(iv) To make every effort to develop the image and profile of the Company.

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(v) To contribute, to the best of his / her knowledge and experience, and to be involved in the overall development of the Company.

(vi) To fulfill the duties assumed under this Contract not only at the Company's headquarters but also at any other locations where the Company's activities reasonably require his / her presence.

(vii) To execute his / her duties and to fulfill the tasks / obligations assigned to him / her in accordance with, and subject to the limitations and rules established by this Contract and in compliance with the provisions of the Articles of Incorporation and the resolutions of the General Shareholders Meeting or the Board of Directors.

(viii) To carry out his / her activities in compliance with all applicable legal provisions, the Articles of Incorporation of the Company, and the internal regulations of the Company.

3.4. The Director agrees that for a period of 5 (five) years from the signing of the Contract (= the duration of this Contract, 4 (four) years + a period of 1 (one) year from the termination of the Contract), in the territory of Romania:

(i) not to acquire, hold, or attempt to acquire / hold any:

- a position in or any business that is identical or similar to that of the Company, hereinafter referred to as "**Prohibited Activities**";
- a position or role that allows him / her to exercise, either personally or through an agent, and in his / her own interest or in association with or for the benefit of any other person, influence through the control or coordination of any business involved in Prohibited Activities within the territory of Romania; or
- any commitment or consultancy with any person involved in Prohibited Activities within the territory of Romania that results or may result in their involvement in business activities that compete with the Prohibited Activities;

(ii) not to hold the status of partner / shareholder or member in any business activity that competes with the Prohibited Activities;

(iii) not to solicit, approach, seek, or cause to be solicited, approached, or sought, or by any other means undertaken to divert from the Company any persons for orders and instructions regarding any products or services provided by the Company in connection with the Prohibited Activities;

(iv) not to solicit or attempt to divert from the Company, or to assist or help any other person in hiring or retaining in any other way the services of any person who is employed by the Company or who is a consultant of the Company or a member of the Board of Directors.

If the duration of this contract is extended, the duration of the non-compete obligation provided for in this Article 3.4 shall be extended accordingly.

3.5. The Director understands and agrees that during the ordinary course of his / her activities in accordance with this Contract, he / she will be exposed to confidential information. Confidential information means all information and data, of any nature, whether handwritten or processed on magnetic, electronic, optical, or any other medium, regarding the Company or the activities of the Company, which are confidential, commercially sensitive, and not available as such to other parties engaged in a similar activity to that of the Company or to the general public, and which: (a) are used or provided to the Director or of which the Director becomes aware in the course of performing his / her duties or in any other manner; and (b) are presented as analyses, compilations, data, studies, summaries, syntheses, forecasts, or any other documents prepared by the Director, or to which the Director has access or of which he / she has become aware; and (c) are determined by the Company or by applicable laws to be trade secrets of the Company ("**Confidential Information**").

3.5.1. The Director shall maintain confidentiality and, at any time during this Contract, for any reason, shall not use, communicate, or disclose to any person for their benefit or the benefit of any other person, any Confidential Information that he / she has learned during the term of this Contract. The Director shall make every effort to prevent the unauthorized publication or disclosure of any such Confidential Information.

3.5.2. The restrictions contained in this Article 3.5 shall not apply:

- to any Confidential Information that must be disclosed, in accordance with applicable law, to any authority;
- to any Confidential Information included in an announcement or publication in a form agreed upon by the Parties;
- to any Confidential Information that becomes accessible to the public in any manner other than through unauthorized disclosure by the Director;
- to any disclosure required in the normal and proper course of implementing this Contract, provided that the Director discloses only the information that is absolutely necessary and seeks the Company's approval if he / she considers, as a diligent director, that such disclosure may harm the interests of the Company; or
- to any disclosure expressly authorized by the Company.

3.5.3. The Director shall not make any public statement regarding the Company, either during the term of this Contract or after its termination, that is detrimental to, or harms the business or reputation of the Company.

3.5.4. Any Confidential Information, except for those whose disclosure is prohibited by law, may be disclosed by the Director only after prior consultation with the Board of Directors regarding the scope and nature of such disclosure.

3.5.5. All documents, materials, records, correspondence, acts, notes, memoranda, and information on any medium and located anywhere, whether or not considered Confidential Information, created by the Director, any magnetic media on which information related to the Company's activity is stored, as well as any access codes to them or any other assets of the Company, are and shall remain the property of the Company.

3.5.6. Upon termination of this Contract, the Director shall hand over to the Company's representatives all documents, information, and other materials referred to in this Article 3.5 and shall immediately destroy such information stored in electronic equipment.

Article 4. RIGHTS AND OBLIGATIONS OF THE COMPANY

A. The Company, in its relationship with the Director, is represented by the General Shareholders Meeting (GSM), which has the right to supervise the Director's activity in accordance with the applicable legal provisions.

B. The Company has the following obligations:

4.1. To pay the Director, in a timely manner, the agreed sums of money as follows: a fixed net monthly amount of 7,000 EURO, plus VAT, if applicable, payable by the Company monthly, no later than the last working day of each month (hereinafter referred to as "**Fixed Remuneration**"). The remuneration shall be paid to each member/Chairman of the Board of Directors in the RON equivalent of the amount in EURO, at the exchange rate published by the National Bank of Romania on the date of payment.

4.2. In the event of the revocation at will, without just cause, of the Director, in accordance with the provisions of clause 9.1 (iv), the Company shall pay him / her, upon termination of the Contract, an amount representing the value of 3 Fixed Monthly Remunerations. If the termination of the mandate contract by the Company occurs due to the fault of the Director (i.e., there is a failure to fulfill contractual and / or legal obligations), no compensation shall be paid upon termination of the mandate contract.

4.3. To grant appropriate powers in the management and organization of the Company's activities to the Director, by ensuring the appointment of the Director as a member, the only limitations being stipulated by law, the articles of association, and this Contract.

4.4. To cooperate with the Director with all necessary diligence, in good faith, and in a prompt manner, providing him / her with any necessary information and ensuring access to any documents, resources, and personnel within the Company, whenever the cooperation of the Company is essential or necessary for fulfilling the obligations assumed under the Contract.

4.5. To grant the Director all other rights stipulated by Law 31/1990.

4.6. To ensure the conclusion of professional liability insurance, the costs of which are borne by the Company, with a maximum aggregate value of damages of 5,500,000 Euro.

Article 5. LIABILITY OF THE PARTIES

5.1. The Director is liable for the non-fulfillment or improper fulfillment of the obligations established by the regulations and legal provisions, in the Articles of Association, by the resolutions of the General Shareholders Meeting and the Board of Directors, as well as for the obligations assumed under this Contract.

5.2. Force majeure protects the Parties from liability; in the event that a force majeure event occurs, the affected Party shall notify the other Party in writing no later than 7 (seven) days after the event.

Article 6. INTEGRITY

6.1. If at any time, any term or provision of the Contract is recognized as illegal, invalid, or unenforceable, in whole or in part, under any legal or judicial decision or provision, such terms and provisions or parts thereof shall be, to the extent of such recognition, considered as not forming part of this Contract, and the validity of the remaining provisions of the Contract shall not be affected.

6.2. The Parties, in good faith, will make all efforts to agree on alternative terms or provisions that, to the extent permitted by applicable law, have effects equivalent to the intent of the Parties.

Article 7. AMENDMENTS

7.1 No amendment or addition to this Contract shall take effect and shall not be binding on either Party unless expressed in writing and executed by both Parties.

Article 8. ASSIGNMENT

8.1 Neither Party may assign the Contract or any of its rights and obligations arising from this Contract to any third party without the written consent of the other Party.

Article 9. TERMINATION OF THE CONTRACT

9.1 This Contract terminates by:

(i) The expiration of its term.

(ii) Termination by the Director if the Company fails to fulfill its obligations to the Director under this Contract, by simply notifying the Company without any other formalities and without the involvement of competent courts.

(iii) Termination by the Company if any of the events listed in points (a) - (c) below occur, without any other formalities and without the involvement of competent courts:

- a) The Director is legally prohibited from continuing to act as a director (member / Chairman of the Board of Directors) of a Romanian company;
 - b) The Director is convicted of a crime, whether related to their activities or not (other than a traffic offense not punishable by imprisonment) by a final and irrevocable ruling of the competent courts in Romania;
 - c) The Director is guilty of any fraud or serious error in performing the Services, likely to affect the reputation of the Company and / or the interests of the Company, or of serious and persistent negligence of their duties under applicable laws or under this Contract;
 - d) The Director fails to fulfill the obligations assumed under this Contract.
- (iv) The revocation of the Director without cause, with prior written notice, without the fulfillment of any other formalities and without the involvement of competent courts.
- (v) The resignation of the Director, notified 3 (three) months in advance, without any other formalities and without the involvement of competent courts.
- (vi) The agreement of the Parties.

Article 10. NOTIFICATIONS

10.1. All notifications and other communications related to this Contract shall be made in writing and shall be deemed sent when delivered personally, sent by registered mail or courier services (with acknowledgment of receipt), or sent by fax to the Parties at the following addresses:

For the Company:

Attention: President of the Board of Directors (...)

For the Director:

(...)

10.2. Any notification or other communication delivered or sent in this manner shall be considered received (i) if delivered personally, when confirmation has been made in writing by the recipient, or (ii) if sent by registered mail or courier (with acknowledgment of receipt), on the date recorded by the respective postal service or, as the case may be, by the courier service on the date of receipt, or (iii) if sent by fax, upon completion of the transmission and based on the confirmation report produced by the respective fax machine, unless the time of serving the notification, as described above, is after 6:00 PM on any day and before 9:00 AM the following day, in which case it will be considered received at 9:00 AM on such following day.

10.3. For the avoidance of any doubts, any notification given under this Contract shall not be deemed validly sent if transmitted by email.

Article 11. RULES REGARDING DATA PROTECTION

11.1 In consideration of the laws and regulations regarding the protection of personal data, the Director consents through this Contract that the Company may hold, process, and disclose their personal data provided to it for all purposes related to the fulfillment of this Contract, including, but not limited to:

- (i) administering and maintaining personnel records;
- (ii) providing references and information to future employers and, if necessary, to governmental or quasi-governmental bodies for social security and other purposes, with the prior written consent of the Director;
- (iii) disclosing the Director 's personal data to third parties, only with the prior written consent of the Director.

11.2 The Director acknowledges through this Contract that during its term, they will have access to and will process, or authorize the processing of, personal data and sensitive data of employees, clients, and other individuals held and controlled by the Company. The Director commits to comply with the provisions of applicable regulations regarding the protection of these data and to respect the Company's personal data protection policy, as it may be periodically modified.

Article 12. WAIVERS

12.1. The rights provided in this Contract are cumulative and do not exclude any other rights or remedies provided by applicable laws and regulations.

12.2. Except for cases expressly provided in this Contract, no waiver of any right under this Contract shall be valid unless made in writing. Any written waiver shall be valid only for the situation and purpose for which it is given and shall not operate as a waiver of any other provisions of this Contract or of any future application or violation of the provision to which it pertains.

12.3. Except for cases expressly provided in this Contract, the Parties agree that no failure or delay by them in exercising any right under this Contract shall operate as a waiver of that right. No extension of time for the performance of any obligation under this Contract by either Party shall be considered as an extension of time for the performance of any other obligation.

12.4. Except for cases expressly provided in this Contract, the Parties agree that no single or partial exercise of any right, power, or privilege under this Contract shall preclude any other or subsequent exercise thereof or the exercise of any other right or privilege by the Parties under the terms of this Contract.

Article 13. DISPUTE RESOLUTION

13.1. This Contract shall be governed by and construed in all respects in accordance with the laws of Romania.

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13.2. Any conflict, controversy, or claim between the Parties arising out of or in connection with this Contract, including those related to its breach, validity, interpretation, or enforcement, shall be referred to the competent courts in Romania if not resolved amicably by the Parties.

13.3. In the event that (i) one of the Parties refuses to negotiate an amicable resolution or if (ii) no solution is reached within 15 days from the commencement of negotiations, the conflict, controversy, or claim shall be referred to the competent courts.

Article 14. FINAL PROVISIONS

14.1. The provisions of this Contract are supplemented by the provisions of Law 31/1990, the Remuneration Policy, as well as the applicable provisions of the Romanian Civil Code.

14.2. This Contract has been concluded in 2 (two) original copies, today, (...).

For the **Company**,

Director,
