

**The management contract was presented in this form to the Ordinary General Meeting of Shareholders  
of 25/26 April 2024**

**MANAGEMENT CONTRACT NO. ....of .....**

**1. THE CONTRACTING PARTIES:**

**ELECTROMAGNETICA S.A.**, with registered office in Bucharest, District 5, 266-268 Calea Rahovei, registered with the Trade Registry attached to Bucharest Tribunal under number J40/19/1991, with Unique Registration Code no. 414118, referred to in this contract as the COMPANY or the PRINCIPAL, represented by ....., on the basis of the mandate granted pursuant to the Resolution of the Ordinary General Meeting of Shareholders of 25/26 April 2024, on the one hand

And

**Mrs/Mr.....**, Romanian citizen, born on .....in the County/City of ....., with permanent residence in the City of....., street ....., no..., entrance..., et..., app.... , having Personal code....., chosen as director, hereinafter referred to in this contract as DIRECTOR or ATTORNEY, on the other hand.

**2. OBJECT OF THE CONTRACT:**

The object of this contract is to entrust the director with the performance of all necessary and useful acts, within the limits established by law, the articles of association and the resolutions of the general meeting of shareholders, for the achievement of the company's object of activity and the fulfillment of the objectives and performance criteria established by the general meeting of shareholders, in return for remuneration.

**3. TERM AND TERMINATION OF THE CONTRACT:**

**3.1.** This contract is concluded for a duration starting from the date of its signature and is valid for the entire term of office of the Director, i.e. until 18 October 2027.

**3.2.** This contract may be amended with the agreement of the parties by concluding an addendum.

**3.3.** This contract may be terminated if the director waives the contract, with at least 90 days' prior notice, by the director's revocation, by agreement of the parties, by the expiry of the period indicated in Article 3.1 and by other means provided for by law.

**4. COMPANY'S RIGHTS AND OBLIGATIONS:**

**4.1.** The Company has the following **obligations**:

- a. to pay the director the remuneration due for the execution of the mandate;
- b. to provide the director with the means strictly necessary and useful for the performance of the mandate;
- c. to reimburse the expenses incurred by the director for the performance of the mandate, such as the settlement of accommodation, transport and similar expenses approved by the general meeting of shareholders.

**4.2.** The company has the following **rights**:

- a. to supervise, control and evaluate the activity of the director.
- b. to revoke the mandate granted to the director.

Failure by the director to meet the objectives and performance criteria set out in Chapter 7 of the Contract, shall constitute just cause for revocation of the mandate; failure or improper performance by the Director of his obligations under this Contract, the Articles of Association, the Internal Regulations, resolutions of the General Meeting of Shareholders or applicable law, inability to perform his duties for medical reasons for more than 90 calendar days, incompetence, inefficiency, fraud or other such situations shall constitute just cause for revocation of the Director's mandate.

## **5. DIRECTOR' SRIGHTS AND OBLIGATIONS:**

### **5.1. The director has the following main rights:**

**a.** for the work carried out, under this contract and the Remuneration Policy, the Director will receive a fixed monthly remuneration, determined by the Ordinary General Meeting of Shareholders. The Ordinary General Meeting of Shareholders of the Company held on 25/26 April 2024 approved a fixed monthly remuneration in the net amount of 5,000 lei.

According to the Remuneration Policy, members of the Board of Directors who are members of advisory committees established at Board level receive an additional fixed remuneration for the work performed, in the amount of 25% of the gross monthly remuneration for each committee of which they are members. The monthly remuneration paid to the Director under this contract shall be subject to withholding tax in accordance with current legislation. In addition, the principal shall deduct and transfer from this amount the contributions due by the attorney to the social security, health, unemployment, etc. budget.

**b.** the attorney will also receive additional individual remuneration as a result of the work carried out by the advisory committees. This remuneration will be paid only in case of achievement of the net profit indicator, set by the Income and Expenditure Budget by the Ordinary General Meeting of Shareholders, in the form of annual profit sharing, subject to the approval of this form of reward at the general meeting approving the annual financial statements. These amounts are components of the additional incentive fund, which is determined and recorded as a provision so that the company's achievement of the net profit, as set out in the Income and Expenditure Budget, is not jeopardized. The payment of the additional remuneration will be made after approval of the annual financial statements by the Ordinary General Meeting of Shareholders. If the OGMS decides to distribute dividends to shareholders, the payment of the additional remuneration is conditional on the start of the dividend payment.

**c.** settlement of hotel accommodation expenses;

**d.** settlement of travel expenses incurred in the country or abroad in the performance of the duties of a director in the interests of the company. (per diem - at the level set for CEOs, transport and accommodation - at the level actually incurred);

**e.** for other entitlements to be granted to the director, the provisions of the company's Articles of Association and Collective Labor Agreement will be applied, where applicable.

**f.** The rights to which the director is entitled in the exercise of this contract will be recorded in the company's accounts and the relevant legal provisions will be applied;

**g.** to be paid damages in an amount equal to the value of two fixed remunerations in the event of his dismissal without just cause;

**h.** delegate the management of the company to one or more directors, in accordance with the law.

### **5.2. The director has the following main duties:**

**a.** to perform, with the diligence of a good professional, all acts necessary and useful for the realization of the company's object of activity, except those reserved by law for the general meeting of shareholders;

**b.** to perform his duties loyally in the interests of the company;

**c.** not to divulge confidential information and business secrets of the company, during the whole period of office and for a period of 3 years after the termination of this contract;

**d.** to provide the Board of Directors with all documents and information necessary for the performance of its duties. At the meetings of the Board of Directors, he/she shall present his/her opinion, stating his/her reasons, on the matters under discussion. If his/her opinion differs from that of the other directors, he/she shall request that his/her opinion be recorded in the minutes of the meeting;

**e.** prior to the entry into force of this contract, the director shall give an affidavit, annexed to this contract, informing the principal of the relevant aspects provided for in 153<sup>15</sup>, and 153<sup>16</sup> of Law no. 31/1990, republished, as further amended and completed, respectively, and of the fact that he/she is not in any of the situations provided for by the law in force that create incompatibility with the function to be exercised under this mandate;

## **6. THE CORE COMPETENCIES OF THE DIRECTOR:**

**6.1.** The attorney, together with the members of the Board of Directors, has the following core competencies:

- a.** approving the main directions of the Company's business and development, including investment strategy;
- b.** establishing accounting policies and the financial control system, and approving financial planning;
- c.** appointing and dismissing managers within the meaning of Law 31/1990 and setting their remuneration within the limits set by the Ordinary General Meeting of Shareholders;
- d.** supervising the work of the managers;
- e.** preparation of the annual report, organization of the General Meeting of Shareholders and implementation of its resolutions;
- f.** filing a petition for the opening of insolvency proceedings of the company in accordance with the applicable legal provisions;
- g.** the performance in full of all the duties assigned to the Board of Directors by the General Meeting of Shareholders;
- h.** the establishment/dissolution of branches and other secondary offices, without legal personality, or the change of their seat;
- i.** establishing and approving voting procedures at the General Meeting of Shareholders;
- j.** deciding on the establishment of other companies or legal entities, including participation in the share capital of other companies, under the conditions laid down by legal regulations;
- k.** acts of acquisition, disposal, exchange or pledging of assets in the category of fixed assets of the company, the value of which exceeds individually or cumulatively, during a financial year, 20% of the total fixed assets, less receivables, shall be concluded by the directors or managers of the company only after prior approval by the general meeting of shareholders, according to Article 91(1) of Law no. 24/2017, or any legal provisions in force at the time of drawing up the acts;
- l.** leases of tangible assets, for a period exceeding one year, whose individual or cumulative value with respect to the same co-contractor or persons involved or acting in concert exceeds 20% of the value of the total fixed assets, less receivables at the date of conclusion of the legal act, as well as joint ventures for a period exceeding one year, exceeding the same value, shall be approved in advance by the extraordinary general meeting of shareholders, according to Law no. 24/2017, or any legal provisions in force at the date of drawing up the acts;
- m.** the conclusion of contracts with the depository, the financial auditor and the entity keeping the shareholders' records;
- n.** approval of the Company's Internal Regulations, Organizational Chart, Internal Regulations of the Board of Directors and working policies/procedures;
- o.** negotiation of the company's Collective Labor Agreement;
- p.** the resolution of any other matters determined by the General Meeting of Shareholders or by legal regulations or provisions;
- q.** approves the conclusion of any acts of acquisition or disposal of assets, including securities or other financial instruments, the value of which exceeds, individually or cumulatively, when linked together, the amount of 2 million lei;
- r.** ensures and is responsible for the implementation of corporate governance principles;
- s.** may set up advisory committees in compliance with the relevant legal provisions;
- t.** delegates the management of the company to directors, in accordance with the provisions of Law no. 31/1990, republished. Directors are required to meet the requirements regarding qualifications, professional experience and integrity laid down in the applicable legal regulations;

The powers of the director are supplemented by the applicable legal provisions.

## **7. OBJECTIVES AND PERFORMANCE CRITERIA:**

In the exercise of its mandate, the Director shall seek to achieve the objectives and performance criteria set out in Article 2 of this Agreement.

**8. LIABILITY OF THE PARTIES:**

**8.1.** For failure to perform or improper performance of the obligations set out in this contract, the parties shall be liable in accordance with the legislation in force.

**8.2.** The director shall be held liable in the event of non-compliance with the provisions of the law, the articles of association, this contract, the resolutions adopted by the general meeting of shareholders and the decisions of the board of directors.

**8.3.** The director shall be civilly liable for any damage caused to the company by any act contrary to the interests of the company, by acts of imprudent management or by the improper or negligent use of the company's funds.

**9. FORCE MAJEURE:**

**9.1.** Force majeure shall exonerate the parties from liability in the event of improper or delayed performance of the obligations assumed by this contract, in accordance with the law.

**9.2.** Force majeure means an unforeseeable and insurmountable event beyond the control of the parties which occurs after the conclusion of the contract and which prevents the parties from performing their obligations.

**9.3.** If the circumstances of force majeure which oblige the suspension of performance of this contract continue for a period of more than one month, either party may request termination of the contract.

**10. LITIGATIONS:**

**10.1.** Any dispute arising between the contracting parties from the conclusion, construction and performance of this contract shall be settled amicably and, if this is not possible, by the competent courts.

**11. SPECIAL CLAUSES:**

**11.1.** This contract shall be supplemented by the provisions of the company's articles of association, the resolutions of general meetings of shareholders, the decisions of the board of directors, as well as the provisions of Law no. 31/1990, Law no. 24/2017, the Civil Code as well as the regulations of the Financial Supervisory Authority and any other applicable regulations.

**11.2.** The provisions of this contract and its annexes are confidential. The signing of this contract by the Director shall constitute express acceptance of the mandate given by the General Meeting of Shareholders under the Companies Act.

**11.3.** This contract was approved on .....

**11.4.** This management contract has been concluded today, ....., at the registered office in ..... and has been drawn up in 2 (two) original copies, one for each party.

**Principal**  
**ELECTROMAGNETICA S.A.,**  
**By:**

**Attorney/Director**  
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