|  |  |
| --- | --- |
| **ADMINISTRATION CONTRACT****Art. I - Parties in contract**: 1. **Electroputere S.A.** (named hereinafter “Electroputere” or “the Company”), having its registered office located at Craiova, No 80 Calea Bucuresti, Dolj County, Romania, sole registration code 6312800, registered with Dolj Trade Register Office with no J16/12/1991, represented by Mrs Elena Liliana HALLABRIN, domiciled in Pitesti, no 14 Ion Agarbiceanu street, Arges County, identified with ID series AS no 646710, issued by APCLEP Pitesti at 12.08.2009, on one side,And 2. **Mr./Mrs.** (named hereinafter „the Director”), citizen, born on , in , domiciled in , identified with no , issued by on issuance date , on the other side. WHEREAS* Resolution no of the Company Ordinary General Shareholders Meeting from December 12th/13th 2019 approving the remuneration of the administrators, the form of the mandate agreement and appointment of Mrs. Hallabrin to sign this mandate agreement on behalf of the Company;
* Resolution no of the Company Ordinary General Shareholders Meeting from December 12th/13th 2019 approving the appointment of Mr/Mrs as member of the Board of Directors

 THE PARTIES HEREBY AGREE CONCLUSION OF THE FOLLOWING CONTRACT **Art. II - Object of the contract** 2.1. ELECTROPUTERE assigns the Director – as a member of the Board of Directors – to manage and administrate its activity, in order to accomplish its object of activity according to Company Constitutive Act and to fulfil the resolutions of the General Shareholders Meetings.2.2. For his activity the Director will receive a remuneration stipulated in this contract and will have the rights and obligations determined through this Contract.**Art. III** **- Duration of the contract** The present contract is concluded over a period starting with December 12th/13th 2019 – the date of its signing, and until December 12th 2023 – the date when the Director mandate ends.**Art. IV** - **Rights and obligations of the Parties** 4.1. The Director has the right to receive a monthly remuneration of Euro/net, payable in Ron at the NBR exchange rate valid at payment time. The taxes and duties for the received remuneration shall be calculated and transferred by the Company, according to the law. 4.2. The Director has the following obligations:* To accomplish the Company object of activity, according to the Constitutive Act.
* As a member of the Board of Directors, the Director is responsible with taking all the measures due to the management of the Company, limited by the Company object of activity and by respecting the exclusive competences reserved by law or by the Constitutive Act to the general assembly.
* To conclude an insurance policy for professional responsibility;
* Any other obligations stipulated by the Constitutive Act of the Company or by the law.

4.3. The Company has the rights and obligations detailed by this Contract, by the Company’s Constitutive Act and by the law. The Company has the obligation to pay the monthly remuneration to the Director. **Art. V - Loyalty, confidentiality**5.1. The Director is bound to use his entire capacity for work in the company's interest, behaving in his activity as a good trader.5.2. It is forbidden for the Director to act for the benefit of other competitive companies, other companies with the same domain of activity, or of trading companies which are in trading relations with the Company, others than the companies affiliated with the majority shareholder, Al-Arrab Contracting Company Limited.5.3. This interdiction shall be extended also to the administrator's husband or wife, as well as to his relatives by marriage up to the fourth grade inclusive. 5.4. During the performance of the present contract, the Director is bound to keep rigorously confidentiality over the data and information on the company's activity, that have such a character, or that are presented as such by the general meeting of the shareholders or partners. This obligation shall be also maintained within a period of 5 years after the discharge of this administration contract.**Art. VI - Liability of the parties** 6.1. For the non-fulfillment or inadequate fulfillment of the obligations of the present contract, the Parties shall be responsible in accordance with the civil and commercial legislation. 6.2. The Director's liability is binding in case of non-observance of legal provisions, of those of the present Contract, of the resolutions adopted by the Electroputere shareholders and of the decisions adopted by the Company Board of Directors. 6.3. The Director is responsible from the civil and commercial point of view for damages caused to the trading company through any of his acts which is contrary to its interests, through acts of imprudent administration, through the abusive and negligent utilization of Electroputere's funds.**Art. VII – Amendments to the contract** The provisions of the present contract may be modified with the written agreement of both parties. Likewise, the contract shall be adapted in accordance with the legal regulations that occur after its conclusion, and that are applicable to it.**Art. VIII – Termination of the contract**8.1. During its term either party may terminate this Agreement by observing a one month notice period in writing from the end of a given month.8.2. This Contract will automatically terminate on **December 12th 2023,** unless the parties have previously mutually agreed in writing upon an extension to be then determined.8.3. The Company has the right to cancel this Contract without notice for due cause. 'Due cause' for dismissal without notice is an event such as: serious or repeated violations of contractual obligations, guidelines or instructions, intentionally or negligently causing damage or injury; any behavior that seriously damages the Company's reputation; or serious offense against local laws.**Art. IX - Litigations** The litigations resulting from the conclusion, performance, modification, discharge, and interpretation of the clauses of the present contract, which have not been amiably solved, shall be within the competence of Romanian courts. **Art. X - Final provisions** This contract shall be governed by the Romanian law provisions.The provisions of the present contract shall be completed with the stipulations of the Romanian Company Law No. 31/1990, as well as with the provisions of the Romanian Civil Code, applicable to it.This contract has been concluded, today, December 12th/13th 2019, in three English and Romanian versions originals, one for each party plus one more for the Company. In case of discrepancies, English version shall prevail. | **CONTRACT DE ADMINISTRARE (MANDAT)****Art. I – Partile**1*.* **Electroputere S.A.** (denumita in continuare „Electroputere” sau „Societatea”), avand sediul social in Craiova, Calea Bucuresti nr.80, jud. Dolj, Romania, cod unic de inregistrare 6312800, inregistrata la Oficiul Registrului Comertului Dolj sub nr.J16/12/1991, reprezentată prin dna. Hallabrin Elena Liliana, domiciliata in Piteşti, str.Ion Agarbiceanu nr. 14, jud.Argeş, legitimata cu CI seria AS nr.646710, eliberata de SPCLEP Piteşti la data de 12.08.2009, pe de o parte, si2. **Dl./Dna.** (denumit in continuare „Administrator”), cetatean , nascut la data de , in localitatea , cu domiciliul in , identificat cu nr. emis de la data de , de cealalta parteAVAND IN VEDERE:* Hotararea nr a Adunarii Generale Ordinare a Actionarilor Electroputere din data de 12/13 decembrie 2019 prin care s-a aprobat remuneratia administratorilor, modelul contractului de mandat si a fost desemnata Dna Hallabrin sa semneze acest contract de mandat in numele Societatii;
* Hotararea nr. a Adunarii Generale Ordinare a Actionarilor Electroputere din data de 12/13 Decembrie 2019 prin care dl./dna. a fost ales membru al Consiliului de Administratie.

PARTILE AU DECIS DE COMUN ACORD INCHEIEREA PREZENTULUI CONTRACT**Art. II - Obiectul contractului**2.1. Electroputere incredinteaza Administratorului – in calitatea sa de membru al Consiliului de Administratie, organizarea, conducerea si gestionarea activitatii sale, in scopul realizarii obiectului sau de activitate conform actului constitutiv ale Societatii si aducerii la indeplinire a hotararilor Adunarii Generale a Actionarilor.2.2. Pentru activitatea sa, Administratorul va primi o remuneratie prevazuta in cadrul prezentului contract si va avea drepturile si obligatiile stabilite prin prezentul contract.**Art. III - Durata contractului**Prezentul contract se încheie pentru o perioada incepand cu 12/13 Decembrie 2019 – data semnarii Contractului, si pana la data de 12 Decembrie 2023 – data cand inceteaza mandatul de administrator.**Art. IV Drepturile şi obligaţiile Partilor**4.1 Administratrorul va avea dreptul la o remuneratie lunara in cuantum de Euro/net, platibila in lei, la cursul de schimb stabilit de BNR pentru ziua platii. Taxele si impozitele asupra remuneratiei primite vor fi calculate si virate de catre Societate, conform legii.4.2. Administratorul are urmatoarele obligatii:* Sa aduca la indeplinire obiectul de activitate al Societatii, conform Actului Constitutiv.
* In calitatea sa de membru al consiliului de administratie, Administratorul este responsabil cu luarea tuturor măsurilor aferente conducerii Societăţii, în limitele obiectului de activitate al Societăţii si cu respectarea competenţelor exclusive rezervate de lege sau actul constitutiv adunării generale.
* Sa incheie o asigurare pentru raspundere profesionala;
* Orice alta obligatie stabilita prin Actul Constitutiv al Societatii sau prin lege.

4.3. Societatea va avea drepturile si obligatiile stabilite prin prezentul Contract, prin Actul Constitutiv al Societatii si prin lege. Societatea are obligatia sa achite Administratorului remuneratia lunara. **Art. V - Loialitate, confidenţialitate**5.1. Administratorul este obligat să-şi folosească întreaga capacitate de muncă în interesul Societăţii, comportându-se în activitatea sa ca un bun comerciant.5.2. Administratorului îi sunt interzise orice activităţi în beneficiul unor societăţi concurente, altor societăţi cu acelaşi domeniu de activitate sau al unor societăţi comerciale care se află în relaţii comerciale cu Societatea, altele decât societăţile afiliate acţionarului majoritar, Al-Arrab Contracting Company Limited.5.3. Această interdicţie se extinde şi asupra soţului sau soţiei administratorului, precum şi asupra rudelor şi afinilor acestuia până la gradul al patrulea inclusiv.5.4. Pe toată durata prezentului contract, Administratorul este obligat să păstreze cu rigurozitate confidenţialitatea asupra datelor şi informaţiilor referitoare la activitatea societăţii, care au un astfel de caracter sau care sunt prezentate cu acest caracter de către adunarea generală a acţionarilor sau asociaţilor. Această obligaţie se menţine şi pentru o perioadă de 5 ani după încetarea contractului de administrare (mandat).**Art. VII - Răspunderea părţilor**6.1. Pentru neîndeplinirea sau îndeplinirea necorespunzătoare a obligaţiilor din prezentul contract, Părţile răspund potrivit legislaţiei civile şi comerciale. 6.2. Răspunderea Administratorului este angajată pentru nerespectarea prevederilor legale, ale prezentului contract, a hotărârilor adoptate de actionarii ELECTROPUTERE şi a hotararilor adoptate de Consiliul de Administratie al Societatii. 6.3. Administratorul răspunde civil şi comercial pentru daunele produse societăţii comerciale prin orice act al său contrar intereselor acesteia, prin acte de gestiune imprudentă, prin utilizarea abuzivă sau neglijentă a fondurilor ELECTROPUTERE.**Art. VII - Modificarea contractului**Prevederile prezentului contract pot fi modificate prin acordul scris al ambelor părţi.De asemenea, contractul se va adapta corespunzător reglementărilor legale ulterioare încheierii acestuia şi care îi sunt aplicabile.**Art. VIII - Încetarea contractului**8.1. Pe durata contractului, oricare dintre parti poate denunta unilateral Contractul cu acordarea unui preaviz in scris, incetarea urmand a avea loc la expirarea a o luna de la sfarsitul lunii in care este prezentat preavizul.* 1. Acest Contract va inceta de drept la **12 Decembrie 2023,** daca partile nu decid de comun acord extinderea valabilitatii Contractului.

8.3. Societatea are dreptul de a rezilia acest Contract, fara preaviz, pentru motive temeinice. 'Motiv temeinic' pentru reziliere fara preaviz poate fi: o incalcare grava sau repetata a obligatiilor contractuale, a recomandarilor sau instructiunilor, cauzand astfel intentionat sau din neglijenta prejudicii sau vatamari; orice manifestare ce afecteaza serios reputatia Societatii; o incalcare grava a legislatiei locale.**Art. IX - Litigii**Litigiile izvorâte din încheierea, executarea, modificarea, încetarea şi interpretarea clauzelor prezentului contract, nerezolvate pe cale amiabilă, sunt de competenţa instantelor de judecata din Romania.**Art. X - Dispoziţii finale**Acest contract va fi guvernat de legea romana.Prevederile prezentului contract se completează cu dispoziţiile din [Legea nr. 31/1990,](https://www.legalis.ro/legalis/document-view.seam?documentId=nr4f6mzrl4ytsojq) precum şi cu prevederile[Codului](https://www.legalis.ro/legalis/document-view.seam?documentId=mnxwix3dn5wwk4tdnfqwy)  Civil aplicabile.Acest contract a fost incheiat astazi, 12/13 Decembrie 2019, in trei exemplare originale in limba engleza si in limba romana, cate unul pentru fiecare parte plus inca unul pentru Societate. In cazul in care sunt diferente, versiunea in limba engleza prevaleaza.   |

**Electroputere S.A. Director/Administrator**

By **Elena Liliana HALLABRIN**