

Register No: _____

Copy No. ____

Contract No: _____

Registration date: _____

As per S.N.G.N. ROMGAZ S.A. Unique Contract Register

SERVICE CONTRACT

1. Contracting Parties

S.N.G.N. ROMGAZ S.A., having its headquarters in Medias, Piața C.I. Motaș nr.4, Sibiu County, Post Code 551130, telephone: +40 374 401020, fax: +40 269 846901, e-mail: secretariat@romgaz.ro, registered with the Trade Register Office under number J/32/392/2001, fiscal code: RO 14056826, IBAN: RO08RNCB 0231 0195 2533 0001, opened with Banca Comerciala Romana Medias, represented by Răzvan Popescu - Chief Executive Officer, as **Purchaser**, on the one hand,

and

....., having its headquarters in, Post Code....., telephone:, fax, e-mail, Trade Register number, fiscal code:, bank account IBAN, opened with, represented by....., as **Provider**, on the other hand.

2. Definitions

2.1. In this Contract the following terms shall be construed as follows:

- a) **Contract** - this Contract together with all its annexes;
- b) **Purchaser and Provider** - the contracting parties, as defined in this Contract;
- c) **Contract Price** - the price payable to the Provider by the Purchaser under the Contract, for the full and proper performance of all its obligations hereunder;
- d) **Services** - activities to be supplied under this Contract;
- e) **Force Majeure** - means an extraordinary circumstance of external origin, absolutely unpredictable and inevitable, beyond the control of any of the parties, which is not due to the parties error or fault, and which makes the performance and fulfilment of the contract impossible; such events include but are not limited to: wars, revolutions, fires, floods or any other acts of God, restrictions resulting from a quarantine, embargo, the enumeration is not exhaustive, but enunciative. An event similar to the ones above which renders the performance of the obligations of one of the parties extremely costly but without preventing such performance, shall not be deemed a Force Majeure event;
- f) **day** - calendar day; **year** - 365 days.

3. Interpretation

3.1. In this Contract, except for any contrary provisions, words in the singular shall include the plural and vice versa, where the context so allows.

3.2. The term “day” or “days” or any reference to days means calendar days unless otherwise stated.

4. Contract Scope and Price

4.1. (1) The Provider undertakes to provide: “**Legal Services in Respect with Operations related to Global Depositary Receipts traded on the London Stock Exchange**” during the agreed period, in accordance with the obligations under the Contract and the Specifications Book.

(2) Main activities: contract analysis, due diligence, negotiation of documents, collaboration with internal and external advisors, regulatory compliance.

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(3) The services under the contract consist of assistance in identifying and taking all necessary steps to meet all legal requirements in respect of GDRs listed on the London Stock Exchange for corporate events as follows

➤ Support for share capital increase:

- Advising on the formalities and the necessities established by the Financial Conduct Authority (FCA), London Stock Exchange (LSE) and other authorities/relevant institutions, as the case may be, for issuing Global Depositary (GDRs) as part of the share capital increase.
- Support in preparing the necessary applications to FCA, LSE and other relevant authorities/institutions, as the case may be, for issuing GDRs related to share capital increase.
- Coordinating communications with FCA, LSE and other relevant authorities/institutions, as the case may be, related to issuing GDRs.
- Working with BNYM, as depositary for GDRs, to ensure that GDR holders can participate in the capital increase, discussing procedural issues.
- Develop, with the support of BNYM, appropriate presentations for the shareholder information document on GDRs.
- Providing information on English law for the company's public statements on GDRs.
- Preparation of the necessary documentation or briefing notes requested by Romgaz management for this corporate action.
- The activity regarding the increase of the social capital must take into account the date of May 30, 2024 defined as the date of payment of the bonus shares

➤ Delisting of GDRs from LSE:

- Outlining the key steps for initiating the GDR delisting process, including prerequisites and a chart/calendar, adhering to Romanian and Great Britain legal standards and the existing agreements with BNYM.
- Legal assistance in connection with the Extraordinary General Meeting of Shareholders (EGM) to obtain approval for delisting and authorization of the Board of Directors and management of the formalities for delisting.
- Preparing or reviewing the notification for AGEA, the resolution drafts and related supporting documents (e.g. explanatory notes, previous Council decisions) necessary for the meeting.
- Legal advising and reviewing other critical documents (e.g. storage agreements termination/GDR program) and ensuring compliance with BNYM.
- Taking part in discussions with BNYM.
- Legal assistance for preparing or reviewing the additional documentation authorized by EGMS for delisting.
- Preparing or reviewing the delisting application and providing legal assistance during the preparation of formalities to the Financial Conduct Authority (FCA) and other relevant authorities/institutions, as the case may be.
- Drafting or reviewing the notice of delisting, confirmation and any other documents throughout the process.
- Legal advice and assistance for other formalities required by the FCA, the Romanian Financial Supervisory Authority, the Bucharest Stock Exchange, the Romanian Central Depository and other competent authorities/institutions, as appropriate.
- Overall guidance related to stock market for the GDRs delisting process.

4.2. The Purchaser undertakes to pay to Provider the agreed price for the fulfilment of the Service Contract for ***“Legal Services in Respect with Operations related to Global Depositary Receipts traded on the London Stock Exchange”***.

4.3. (1) The agreed tariff for the fulfilment of the contract, namely the tariff for the supplied services, payable to Provider by Purchaser, amounts to EUR...../hour, (written out in letters), in accordance with the Provider’s Bid, plus VAT, according to the legal provisions.

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- (2) The maximum payable contract value amounts to EUR 89,000 (eighty-nine thousand Euro).
 - (3) S.N.G.N. Romgaz S.A. shall not pay success fees under the form of variable payments.
 - (4) The tariff includes all expenditures the Provider may have incurred with the supply of Services under the Contract.
- 4.4. (1) Payments to be performed under the Contract shall be made against the invoices issued by the Provider, based on actual working hours, based on the hourly tariff as set forth in Article 4.3 paragraph (1).
- (2) Invoices will only be issued by Provider after submitting each of the reports mentioned in Article 7.4 (1), based on the Minute of Acceptance signed by both Parties.
- (3) No advanced payment shall be made.
- 4.5. Payment for the Services provided shall be made by bank transfer, within 30 days from the date of invoice registration with the Purchaser, based on the invoice issued by the Provider for the amount it is entitled to under contractual provisions, directly to the Provider’s bank account as indicated in the invoice, in accordance with Article 8.1 paragraph (2). Each invoice shall indicate the Contract Number, the issuance and due date of the related invoice.
- 4.6 Currency of Contract: EUR
- 4.7 In case the invoice includes erroneous items and/or calculation errors as identified by Purchaser, and revisions, additional clarifications or other supporting documents are needed from the Provider, the 30 days’ payment term shall be suspended. Suspension shall be lifted upon meeting all invoicing requirements on substance and form.
- 4.8 Provider shall be responsible for the correctness and accuracy of data included in the invoices and undertakes to reimburse both excess and undue benefits related to such. Excess payments as well as related undue benefits (for the period between receipt and finding) shall be determined further to verifications performed by the Internal Control Bodies of the Provider/Purchaser or other Competent Control Bodies under Law.
- 4.9 Payment requests to third parties shall only be performed after transfer of rights/obligations of Provider to third parties, by complying with the clauses of this Contract.
- 4.10 The Provider shall submit a tax residence certificate valid at the data of payment.
- 4.11 The person in charge with Contract monitoring is Mrs. Monica STAFIE - Head of Legal Department, tel. 0374 406621, email: monica.stafie@romgaz.ro.

5. Contract Term

- 5.1. The term of the contract is maximum 24 months from its signing by both parties.
- 5.2 (1) Terms for delivery of deliverables provided at Article 7.4 (1) and of additional memos (as the case may be) shall be established jointly at Purchaser’s request.
- (2) The mandate for legal services, namely for the independent review & preparation for capital increase and for the delisting process is **approximately 6 months** from the beginning of the mandate.
- (3) The Provider may perform the requested services at S.N.G.N. ROMGAZ S.A. headquarters and/or at the Provider’s headquarters or any other location it deems fit for purpose (as the case may be).
- (4) The activity resulting in the Independent Report 1, provided at Article 7.4 (1) item 1, has to be completed so that the procedure related to the share capital increase complies with the date of May 30, 2024 set as payment date for the free global depositary receipts.

6. Documents of the Contract

- 6.1. Documents of the contract are:

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- a) The technical financial Bid registered with S.N.G.N. ROMGAZ S.A. under number, including the clarifications during the evaluation period, as the case may be;
- b) The Specifications Book, including, as the case may be the clarifications and/or remedy measures as regards technical and financial issues;
- c) Annex No.1 - Agreement on personal data processing;
- d) Other documents.

7. Main Obligations of the Provider

- 7.1. The Provider undertakes to provide the Services under this Contract during the agreed period and in accordance with the requirements of the Specifications Book and the Provider’s Bid, attached as Annexes to the Contract.
- 7.2. The Provider undertakes to provide the Services at the standards and/or in accordance with the level of performance stipulated by the Purchaser, attached as Annex to the Contract.
- 7.3. The Provider undertakes to perform the Services in accordance with the provisions of Article 5.
- 7.4 (1) During the entire contract term, the services provided by the Provider shall draft and submit to the Company the following main reports:
 - 1. Independent Report 1 - an independent assessment report in regard of the procedure for share capital increase; such report shall be issued upon completion of the share capital increase procedure;
 - 2. Independent Report 2 - an independent report on the delisting procedure;
 - 3. Memorandum for the BoD and EGMS for the implementation of delisting.
 - 4. Draft for the EGMS convening notice, EGMS draft resolution in respect of a delisting process.
 - 5. Drafting the delisting announcement, delisting confirmation and any other related documents involved in the process;
 - 6. Notice of termination of the GDR program;
 - 7. Draft and management of specific documents/contracts (as the case may be);
- (2) As needed, the Purchaser may request additional memos addressing specific issues identified during the process.

8. Main Obligations of the Purchaser

- 8.1. (1) The Purchaser undertakes to pay the Provider the agreed tariff under this Contract for the supplied Services, within 30 days from the invoice’s date of receipt (the invoice shall be issued after signing a Minute of Acceptance of the Services by both Parties).
- (2) Any payment shall be deemed performed on the debit date of such amounts from the bank accounts of the Purchaser.
- Payment shall be performed by Purchaser in the Provider’s bank accounts:
Bank account: opened with
- 8.2. The Purchaser undertakes to accept the Services provided under Article 12 of this Contract.

9. Sanctions for Breach of Obligations. Termination

- 9.1. Provider shall compensate Purchaser within the limits of the prejudice, against any:

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(i) claims and legal actions resulting from breach of intellectual property rights (patents, names, trademarks, etc.) related to equipment, materials, facilities used for or in connection with the services not provided, and/or

(ii) damages, compensations, penalties, costs, taxes and expenses of any kind, related to potential breach of intellectual property right, and of its obligations according to contractual provisions.

9.2. Provider shall compensate Purchaser to the extent following conditions are cumulatively met:

(i) compensations refer exclusively to damages incurred by Purchaser following a breach by Provider;

(ii) Purchaser notified the Provider on receipt of a notice/request on occurrence of any of the above mentioned situations;

9.3. In case Provider does not fulfil the obligation to provide services on time, then Purchaser is entitled to charge the statutory penalty interest referred to in Article 3, paragraph 2¹ of Government Ordinance No.13/2011 on legal interest and penalty interest for money obligations, as well as for the regulation of certain financial and fiscal measures in the banking sector, as subsequently amended and supplemented. Interest shall be charged on the value of services not provided for each day of delay, but not more than the value of services not provided.

9.4. By way of exception from the provisions of Article 9.3, to the extent that one of the obligations not performed in accordance with the contract was an evaluation factor in the contract award procedure, the Provider shall compensate the Purchaser for an amount representing 10% of the contract value, if applicable.

9.5. In the event of non-fulfilment or inadequate fulfilment of other contractual obligations, Provider shall fully cover the damage caused to Purchaser.

9.6. Provider's liability shall not be applied in the following cases:

a) data/information/documents required for fulfilling the Contract are not made available to Provider or are made available late;

b) non-performance or improper performance of contractual obligations by Provider is due to Purchaser's fault;

c) Provider experiences a fortuitous impossibility to perform imposed contractual obligations.

9.7. In case the Purchaser due to exclusively his/her own fault, fails to pay the invoice within 30 days, the Provider shall be entitled to request payment of statutory penalty interest, applied to the amount of unpaid payment, in accordance with provisions of Article 4 of Law 72/2013 on measures to fight late payment money amounts resulting from contracts concluded between professionals, and between professionals and contracting authorities, but not more than the amount representing unpaid payment, which shall run from the expiry of the payment period.

9.8. Statutory penalty interest due shall automatically accrue from the due date of the obligations undertaken in this contract.

10. Other Provider Obligations

10.1. (1) The Provider shall supply the Services under the Contract with the appropriate professionalism and promptness of the undertaken commitment and in accordance with the Purchaser's requirements and the Provider's bid.

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(2) The Provider shall supervise the supply of Services, provide the human resources, material, facilities, equipment and any other such, whether of a provisional or definitive nature, required by and for the Contract, in so far as the need to provide them is provided for in the Contract or can reasonably be inferred from the Contract.

10.2. The Provider shall be fully responsible for the supply of the Services under the specified time limit. The Provider shall also be responsible for the safety of all the operations and methods of performance used and for the qualifications of the personnel employed throughout the duration of the Contract.

11. Other Obligations of the Purchaser

11.1 The Purchaser shall make available to the Provider any facilities and/or information which the Provider has requested in its technical bid and which it considers necessary for the fulfilment of the contract.

11.2 The Purchaser shall make available to the Provider, under confidentiality terms, all data necessary for the performance of Services under the Contract.

11.3 The Purchaser shall reply the Provider’s clarifying questions necessary for the analysis and the services to be performed by the Provider.

12. Acceptance

12.1. The Purchaser shall have the right to verify the manner in which the services are provided in order to establish their conformity with the provisions of the bid.

12.2. The inspections shall be performed by the Purchaser through its authorized representatives in accordance with the provisions of this Contract. The Purchaser shall notify the Provider in writing about the identity of its authorized representatives for this purpose.

12.3 Upon completion of the services, a Minutes of Acceptance will be signed by both parties.

13. Commencement, Completion, Delay, Termination

13.1. (1) The Provider shall commence the supply of Services under Article 5 of this Contract.

(2) If the Provider suffers delays and/or incurs additional costs, exclusively due to the Purchaser, the parties shall mutually agree on:

a) the extension of the period of service provision; and

b) the total of related expenditures, if any, to be added to the contract price.

13.2. (1) The services provided under this Contract or, where appropriate, any phase thereof, intended to be completed within a specified period, shall be completed within the term agreed by the parties, which shall be calculated from the date of the commencement of service provision, in accordance with Article 5 of this Contract.

(2) If:

i) any reasons of delay, which are not due to the Provider; or

ii) other unusual circumstances, likely to occur, other than breach of contract by the Provider,

entitle the Provider to request an extension of the period of services provision, then the parties shall review the period of supply by mutual agreement and sign an addendum.

13.3. If, during the fulfilment of the Contract, the Provider fails to comply with the service provision period, the Provider shall notify the Purchaser in due time thereof. The modification of the service provision period shall only be made with the agreement of the parties, by means of an Addendum to the Contract.

13.4. Unless the Purchaser agrees to an extension of the service provision period, any delay in the fulfilment of the Contract entitles the Purchaser to claim penalties from the Provider.

14. Health and Safety at Work

14.1 (1) During the performance of the Contract, the Provider shall comply with the Health and Safety at Work legislation in force, applicable to the activities it carries out.

(2) For Services provided at SNGN Romgaz SA locations, the Provider shall submit the List (updated) with the persons providing services.

(3) All documents shall be submitted in the Romanian language. Documents issued in a language other than Romanian shall be accompanied by authorized translations.

14.2 The regulations mentioned herein are not exhaustive.

15. Contract Modification

15.1 During the validity period of the Contract, the Parties are entitled to agree on contract modification within the limits of the provisions of specific legal acts in force, by addendum.

16. Confidentiality of Information

16.1 The Provider shall keep confidential all documents and information made available to it for the purpose of concluding and executing this Contract.

16.2 The confidentiality liability does not apply in case of legal requirements on information disclosure made by public authorities, under formal request, in accordance with applicable legal provisions.

17. Force Majeure

17.1. Force Majeure shall be certified by a competent authority.

17.2. Force Majeure shall exonerate the contracting parties from the fulfilment of their obligations under this Contract for the entire duration of Force Majeure.

17.3. The performance of the Contract shall be suspended during the duration of Force Majeure event, but without any prejudice to the rights the parties were entitled to before the occurrence of such Force Majeure event.

17.4. The contracting party invoking Force Majeure shall notify the other Party, immediately and in full, on such occurrence and shall take any measures in its power to limit the consequences.

17.5. The contracting party invoking Force Majeure shall notify the other party on cease of effect of Force Majeure event within 15 days of cease.

17.6. If the Force Majeure event lasts longer or it is estimated to last longer than 6 months, each Party shall have the right to notify the other Party on the termination in law of this contract, without any of the Parties being entitled to claim for damages against the other Party.

18. Settlement of Litigations

18.1 The Purchaser and the Provider shall make all efforts to amicably settle, through direct negotiations, any discrepancy or dispute that could arise during the performance of or in relation with the Contract.

18.2 If, after 15 days from the beginning of such negotiations, the Purchaser and the Provider fail to amicably settle a Contract discrepancy, each party may request the dispute to be settled by the Romanian Courts.

19. Governing Language

19.1 The governing language of the contract is English.

20. Communications

21.1 (1) Any communication between the parties, concerning the fulfilment of this Contract, shall be made in writing.

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(2) Any written document shall be registered both on transmittal and on receipt.

(3) Communication between the parties shall be in the English language.

20.2 Communication between the parties may also be made by telephone, facsimile or e-mail, provided that receipt of such communications is confirmed in writing.

21. Applicable Law

22.1 The Contract shall be construed in accordance with the Romanian Law.

The Parties agreed to sign this Contract today, in two original copies, one copy for each party.

PURCHASER
S.N.G.N. ROMGAZ S.A.

CHIEF EXECUTIVE OFFICER
Răzvan POPESCU

PROVIDER

.....

.....

**CONVENTION
on Personal Data Processing**

Between:

S.N.G.N. ROMGAZ S.A., having its headquarters in Medias, 4 Piața C.I. Motaș, County of Sibiu, Postal Code 551130, tel: +40 374 01020, fax: +40 269 846901, e-mail: secretariat@romgaz.ro, registered with the Trade Register Office under number J/32/392/2001, fiscal code: RO 14056826, bank account IBAN: RO08RNCB 0231 0195 2533 0001 opened with Banca Comerciala Romana Medias, represented by Răzvan Popescu as CEO (hereinafter referred to as “**S.N.G.N. ROMGAZ S.A. / Operator 1**”)

and

....., having its headquarters in, no, St....., County of, postal code, telephone/fax, e-mail, Trade Register number, fiscal registration number, bank account IBAN opened with....., represented by , as.....(position), (**hereinafter referred to as “S.C. / Operator 2”**)

hereinafter individually referred to as a “Party” and/or collectively as the “Parties”.

WHEREAS:

- a) EU Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons 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) (hereinafter referred to as GDPR), effective as of May 25, 2018;
- b) the Parties have concluded the Contract No. ____/____ with the scope “**Legal Services in Respect with Operations related to Global Depositary Receipts traded on the London Stock Exchange**”, setting forth the rights and obligations of the Parties to fulfil the scope of the Contract;
- c) each Party wishes to ensure that the other Party operates by complying with GDPR;
- d) each Party shall make available to the other Party, for the purpose of performing the Contract, personal data in compliance with GDPR provisions, each Party acting as Operator of the personal data to be processed under the Contract.

NOW, THEREFORE, the Parties have agreed to supplement the Contract, as follows:

1. The following terms, as used herein, shall have the following meanings:
 - a. **Personal Data** means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
 - b. **Processing** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

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- c. **Operator** means any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing personal data; when the purposes and means of the processing are determined by Union or national Law, the operator or the specific criteria for its nomination may be provided by Union or national Law;
- d. **Data Subject** means any natural person whose personal data is subject to processing;
- e. **Supervisory Authority** or **ANSPDCP** means *Autoritatea Națională de Supraveghere a Prelucrării Datelor cu Caracter Personal* (The National Supervisory Authority for the Processing of Personal Data), as autonomous central public authority in Romania with general competence in the field of personal data protection;

2. Each Party understands and agrees that, for the performance of the obligations under the Contract, the following categories of Personal Data are required to be communicated to the other Party:

a) Categories of Personal Data communicated by Operator 1:

Monica STAFIE - Head of Legal Department, e-mail, monica.stafie@romgaz.ro, tel. 0374 406621

in relation to the following categories of Data Subjects:

Monica STAFIE

b) Categories of Personal Data communicated by Operator 2:

_____, e-mail: _____, phone: _____

in relation to the following categories of Data Subjects:

.....

- 3. Upon conclusion of the Contract, each Party may request and obtain from the other Party the communication of new Personal Data and/or categories of Personal Data, other than those provided at Item 2, the processing of which is necessary for the purpose of Contract performance. Moreover, upon conclusion of the Contract, each Party shall inform the other Party, as soon as possible, about the previously communicated Personal Data and/or the categories of Personal Data by the other Party for the purpose of Contract performance, and which the Party no longer processes.
- 4. Each Party shall provide upon request of the other Party all the data and information on Personal Data processing, as previously communicated pursuant to Item 2 and 3, and necessary for the fulfilment of the legal obligations regarding the processing of Personal Data.
- 5. Each Party ensures and guarantees the other Party that the previously communicated Personal Data for the purpose of the Contract performance has been legally obtained and maintained.
- 6. Each Party ensures and guarantees the other Party that the Personal Data processed for the purpose of the Contract performance is processed legally.
- 7. Except where processing represents a legal obligation, the Personal Data communicated by a Party to the other Party for the purpose of Contract performance shall not be processed for any other purpose than fulfilment of the Contract, except with the consent of the Party that communicates the data.
- 8. Each Party, individually, shall comply with all legal and contractual provisions regarding the obligation to inform the data subjects whose personal data are processed for the purpose of Contract performance. In this respect, the data subjects shall be informed on at least the following: the identity and contact details of the Operator and, if applicable, of its representative; the contact details of the person responsible with data protection, if applicable; the purposes of personal data processing, as well as the legal basis of the processing; the legitimate interests pursued by the Operator or a third party; the

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personal data recipients or categories of recipients; the Operator’s intention to transfer personal data to a third country or international organization, if applicable; the period for which the personal data will be stored or, if not possible, the criteria used to establish this period; the existence of the right to require the Operator, as far as regards the personal data of the data subject, access to such data, the rectification or erasure of such, or processing restriction or the right to oppose the processing, as well as the right to data portability; the right of the data subject to lodge a complaint with a supervisory authority; whether providing the personal data represents a legal or contractual obligation or an obligation necessary to conclude a contract and whether the data subject is required to provide this personal data and what are the possible consequences in case of failure to comply with this obligation; the existence of automated decision-making process, including profiling.

9. Each Party guarantees and undertakes to the other Party to ensure the protection, including by confidentiality, of the previously communicated Personal Data; during the entire processing, to comply with the legal requirements and principles applicable to the personal data processing, as provided by the legislation in force.
10. Each Party is individually responsible for the protection of the Personal Data it processes for the purpose of Contract performance. In this respect, taking into account the then current level of general development of technique, the costs of implementation, the volume, the circumstances and purposes of processing, as well as the different probabilities of occurrence and the seriousness of the risk for the rights and freedoms of the affected persons, each Party undertakes to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk during Personal Data processing.
11. Each Party undertakes to inform, as soon as possible, the Party communicating the Personal Data on any security incidents and measures undertaken by the Supervisory Authority, respectively, which impacted the Personal Data that have been the subject of the communication.
12. Each Party shall cooperate in good faith with the other Party, the data subjects and the Supervisory Authority in order to meet all obligations imposed by the provisions of the law in force, in a reasonable time limit, as follows:
 - a. With regard to the settlement of the data subjects’ rights, the time limit for a replay shall not exceed one month from the receipt of the request. This period may be extended by two months when necessary, considering the number and complexity of the requests;
 - b. With regard to the reporting of the incidents of personal data security breach, the Supervisory Authority shall be notified not later than 72 hours after having become aware of the breach.
13. In the event of a security breach incident concerning the Personal Data processed for the purpose of the Contract performance, each Party is individually responsible for the Personal Data it processes for the purpose of the Contract performance for solving and reporting the incident to the ANSPDCP and to the Data Subjects, respectively.
14. Each Party undertakes to the other Party to comply with the applicable legal provisions of Personal Data processing in relation to the previously communicated Personal Data for the purpose of the Contract performance during the processing of such data.
15. The Parties understand and accept that each Party shall act as Operator, as regards the Personal Data previously communicated by the other Party and that any failure to comply with the obligations of either Party, pursuant to this Convention and/or to the legislation in force, may incur contractual liability/liability in tort towards the other Party and/or towards the Data Subject.

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16. In case of conflict between the provisions of the Contract and the provisions of this Convention, the provisions of this Convention shall prevail.
17. This Convention enters into force upon conclusion of the Contract and remains in force until the processing cessation date of Personal Data that have been the subject of the communication between the Parties for the purpose of the Contract performance.

This Convention is concluded in two original copies, one for each Party.

S.N.G.N. Romgaz S.A.

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CHIEF EXECUTIVE OFFICER

Răzvan POPESCU

Head of Legal Department

Monica STAFIE
