

DIRECTOR AGREEMENT NO. _____

executed today _____

I. Preamble

Whereas:

- The Government Decision No. 575/June 14, 2001 on the establishment of Societatea Națională de Gaze Naturale „ROMGAZ” – S.A. Mediaș;
- The provisions of Government Emergency Ordinance No. 109/2011 on public companies corporate governance („GEO No. 109/2011”), as amended and supplemented;
- The provisions of Law No. 31/1990, Company Law, republished, as amended, („Law No. 31/1990”);
- The provisions of Government Emergency Ordinance No. 79/2008 on financial-economic measures to be applied to some economic operators, approved as amended by Law No. 203/2009, as amended, (GEO No. 79/2008);
- The Articles of Incorporation of Societatea Națională de Gaze Naturale „ROMGAZ” – S.A. Mediaș, as updated, approved by the Resolution of Extraordinary General Meeting of Shareholders No. 11/July 26, 2013;
- The provisions of the Rules of Organisation and Operation of the Board of Directors approved by Resolution No. 1/August 22, 2001 of General Meeting of Shareholders of S.N.G.N. "ROMGAZ" - S.A., (“The Rule”);
- The provisions of Art. 1913 and following, as well as Art. 2009 and following of the Civil Law;
- The Resolution of the Ordinary General Meeting of Shareholders of the company, No. 6 of July 30, 2014 for appointment as Director of the Company for a mandate valid until May 16, 2017;
- The Resolution of the Ordinary General Meeting of Shareholders of the company, No. 12 of July 26, 2013 for approval of the agreement between company and company Directors.

and whereas:

- The Resolution of the Ordinary General Meeting of Shareholders No. 6 of July 30, 2014 appointing Mr. Sergiu-Cristian Manea 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 its 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 supplemented and amended, and the Articles of Incorporation require the members of the Board of Directors to be free of any legal labour relationship with the company during the term of their mandate;
- the rights and obligations of the signing parties have to be established within the framework of a civil law legal relationship, in connection with the performance of Board member position,
- Erste Bank Group governance requirements providing that mandates accepted by the employees or members of the management of the companies within such group shall not be remunerated,

the parties hereby agree to conclude this director agreement, hereinafter called Director Agreement („Director Agreement”), in accordance with the free will expressed by the signing parties.

II. Contracting Parties

Art. 1. Societatea Națională de Gaze Naturale „ROMGAZ” – S.A., a company managed in a one-tier system, having its headquarters at Piata Constantin Motaș 4, Medias, Sibiu County, registered with the Trade Register Office of Sibiu Court under number J32/392/2001, account IBAN RO08RNCB0231019525330001, opened at BCR Medias, represented by, acting as **principal** („The Company”), and

Mr. Sergiu-Cristian Manea Romanian national, born on, domiciled in, identified with Identity Card No., Personal Numeric Code acting as Director or **agent** (“Director/Agent”)

III. Definitions

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

- a. **Articles of Incorporation** – The Articles of Incorporation of Societatea Națională de Gaze Naturale „ROMGAZ” – S.A. *The Company*, approved by the GMS of the *Company*, as valid at the date of this Director Agreement or as further modified/supplemented/reworded by resolution of *Company’s* (Extraordinary) 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, in GEO no. 79/2008, in Civil Law, in Fiscal Code, as well as in 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** – any circumstance which makes the Director unavailable for at least or more than 90 consecutive calendar days, and thus the Director is not able to fulfil his duties, either personally or by representative, preventive custody or arrest of the Director, cancelation of the Resolution of *Company’s* (O)GMS appointing the Director, and others;
- e. **Remuneration** due to Director – means the remuneration composed of a monthly fixed component and a variable component established by resolution of the GMS, in compliance with provisions of Art. 153¹⁸ of Company Law no. 31/1990, as modified and of Art. 37 of GEO No. 109/2011, as modified;
- 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. It is not considered a Force Majeure event 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.

- 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 prevented by the Director; contingencies are considered to be: modification of Romanian legal, regulatory or fiscal framework that was effective at the date of execution of this Director Agreement and which encumbers the *Company* in excess;

IV. Scope of Agreement

Art. 3. The Director is authorized by this Director Agreement to adopt together with the other Directors all the 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 and 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 execute all acts required to administer *Company*'s assets in the interest of the *Company*, in order to achieve its scope of activity, and will perform the duties established in this respect by the Articles of Incorporation and this Director Agreement, in order to achieve the objectives and performance criteria established in Annex 1 to this document, and/or as annually amended, as the case may be, together with the other members of the Board of Directors, within 30 days from the approval of the rectified income and expenditures budget.

Art. 5. The place of performance of this Authority/Mandate is the *Company* headquarters, as mentioned in Article 1 of this Agreement or the place where he acts as *Company* representative. The place of performance of the Authority can be modified by the *Company* and it can be established either at the *Company* branches headquarters or at a place established by the *Company*. The decision referring to the modification of the place of performance of the authority is communicated by the *Company*, according to the Rules of Organisation and Operation of the Board of Directors.

V. The Duration of Director Agreement

Art. 6. The Director Agreement will be concluded from, 2014, and will be valid until May 16, 2017, and it can be renewed by resolution of GMS, only subject to appropriate fulfilment of the assignments/obligations undertaken by this Director Agreement.

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 draft and submit for approval the governing plan to the General Meeting of Shareholders of the *Company* within 90 days from the date of his appointment, which will include the governing strategy for the duration of his mandate providing for achievement of objectives and of performance criteria set in Annex 1 to this Director Agreement;

7.2. to set activity and development guide/directions for the *Company*;

- 7.3.** to establish, by Board of Director's resolution, the Nomination and Remuneration Committee and the Audit Committee, according to the law in force;
- 7.4.** to establish accounting policies and financial control system and to approve the financial planning;
- 7.5.** to assign the Company management to one or more managers, appointing one of them as Director General, to revoke the managers and the Director General and to establish their remuneration subject to recommendation of the Nomination and Remuneration Committee; the managers and the Director General can be selected from the Directors who will become managers, or from outside the Board of Directors;
- 7.6.** to assess the activity of the Director General related both to the Contract of Mandate as well as to the compliance with and fulfilment of the management plan;
- 7.7.** to participate in the Board of Directors meetings for approval of the Rules of Organisation and Operation of the Board of Directors;
- 7.8.** to establish the competencies assigned to the Company's managersmanager, namely the competencies of the Director General and of other managers who have managerial competencies in the meaning of Law 31/1990, in order to perform Company's operations;
- 7.9.** 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;
- 7.10.** to elaborate an annual report on the activity of the Company, in compliance with the provisions of *Art. 56 of GEO No. 109/2011, as amended and supplemented*;
- 7.11.** to convene/or to approve the convening, as the case may be, of the General Meeting of Shareholders, to participate in the meetings of 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.
- 7.12.** to submit annually to the Company 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 the respective year, to make recommendations on the allocation of profit and to approve the income and expenditure budget for the current year;
- 7.13.** to approve the management plan of the management (Director General and managers), to perform quarterly monitoring, and to require management plan revision, as the case may be, if such does not provide measures for achieving the objectives that are included in the managers and Director General's contract of mandate and it does not include the foreseen results that allow for the evaluation of performance indicators set in the mentioned contract;
- 7.14.** to establish the level of current bank loans, short and medium term commercial credits and approve the guarantees withdrawal/submission;
- 7.15.** 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.
- 7.16.** to file for insolvency of the Company, according to the law;
- 7.17.** to propose the General Meeting of Shareholders the increase of share capital when it is required for development of activity, establishing/dissolving new units/subunits, mergers, separations and incorporation of legal entities, with or without legal status, by association with other local/foreign persons;
- 7.18.** to perform the assignments delegated by Company's General Meeting of Shareholders according to Law 31/1990, as amended and supplemented, as well as any other assignments provided by law or Articles of Incorporation.
- 7.19.** to submit a quarterly report in the General Meeting of Shareholders, subject to the provisions of the Articles of Incorporation, on the governing activity, which includes information on the performance of contracts of mandate of managers, details related to operational activities, company's financial performance and company's semiannual accounting reports;

7.20. to approve, subject to the provisions of the Articles of Incorporation, the level of professional insurance of the Director General;

7.21. to elaborate quarterly reports that will include, without limitation, the level of fulfilment of performance criteria, considering the weighting of each index and its variation as compared to the established target level, reports that will be submitted for approval to the Company General Meeting of Shareholders, and the first subcomponent of the variable component, as mentioned in Art. 18 herein shall be granted only upon approval of quarterly reports.

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

8.1. He will not be bound by a labour contract with the Company;

8.2. he will exercise his assignment faithfully, prudently and diligently, as a good Director, for the interest of the Company, and will not undertake any special obligations with regard to either one or the other of Company's shareholders related to the Company's activity;

The Director will not be in breach of the above mentioned obligation, if at the moment when he makes 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 will adopt all measures to protect Company's patrimony;

8.4. he will keep confidential the information and the business secrets of the Company, where he had access to by the documents presented to the Board of Directors, except for the situations when such disclosure is required by law or in relationship with public authorities and/or participation 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 undertakes, together with the other Directors, to fulfill the governing plan and GMS resolutions, in order to achieve the objectives and performance criteria established in Annex 1 to this Director Agreement. Performance criteria and objectives are applicable during the entire assignment of the Director, and the values of the performance indicators will be updated annually in accordance with the provisions of the income and expenditure budget.

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 with the Directors or Managers, the Director General, the Directors or the employees, shareholders having control of the Company or a company controlled by the shareholder, as the case may be, and will make available to the shareholders the documents reflecting material data and information related to such transactions; this obligation is incumbent also upon transactions concluded with the spouse, relatives or in-laws up to the IVth degree inclusively.

Art. 11. 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 another company which fulfils the conditions to be categorized as public company, or a public authority, if the transaction is in the amount provided by the law.

Art. 12. The Director, together with the other Directors, is obliged to submit semiannually, quarterly and annually to the General Meeting of Shareholders, in a special sub-chapter, the legal instruments

concluded under Art. 10 herein, providing the following elements: the parties to the instrument, the date of execution and the nature of instrument, description of the scope, total value of the instrument, reciprocal debts, provided 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 status of the Company.

Art. 13. 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. The Director undertakes, to this effect, to comply with all confidentiality rules provided in Annex 2 to this Director Agreement.

Art. 14. The Director will not use Confidential Information – as this concept is defined in Annex 2 - directly or indirectly, for his personal use or third party use, except when such use is required by law or by participation of the Director in an action at law.

Art. 15. The Director will fully comply with non-competition obligations provided in Annex 3 to this Director Agreement.

VII. *Director's Rights*

Art. 16. By exception to the provisions of Art. 153¹⁸ of Law 31/1990, as supplemented and amended, and to the provisions of Art. 37 of GEO No. 109/2011, as supplemented and amended, and to the provisions of Art. 2010 of the Civil Code, the parties agree upon this Director's Agreement as nude contract during the period when the Agent is employee or member of the management of one of the companies which are part of Erste Group Bank, except for the expenses specified in Art. 20 and 21 below.

The provisions of Art. 17 - 19 shall be applied if and from the date when the Agent is no longer employee or member of the management of one of the companies which are part of Erste Group Bank.

Art. 17. The Director has the right to a monthly fixed allowance for performance of his assignments, but it will not exceed 12 months average monthly gross earnings of the branch in which the company operates, as communicated by the National Institute of Statistic prior to appointment. The fixed allowance is updated annually depending on the data provided by the National Institute of Statistics.

The monthly fixed allowance is granted according to the following mechanism:

- The Chairman of the Board and the members who are appointed in at least 2 advisory committees of the Board will be paid the maximum monthly fixed allowance;
- Members of the Board who are appointed in at least one advisory committee of the Board will be paid 90% of the maximum monthly fixed allowance;
- Members of the Board who are not appointed in any of the advisory committees of the Board will be paid 85% of the maximum monthly fixed allowance.

Art. 18. Remuneration will be paid once a month, namely on the 15th of the month following the month of payment, irrespective of the number of board meetings held during that month.

Art. 19. The Director will be also remunerated with a variable component.

The variable component depends on the achievement of objectives, the fulfilment of performance indicators target level (Annex 1), respectively, as approved by the Governing Plan and it will have two sub-components.

For payment of the first variable subcomponent, the level of fulfilment of the performance criteria will be assessed quarterly, by considering the weight of every indicator and its variation as compared to the set target level. The amount of the first subcomponent is paid in 4 (four) quarterly tranches as provided below:

Thus, on the basis of the performance indicators set and of each indicator weight, the Quarterly Global Performance Indicator I_T will be calculated as follows:

$$I_{TA} = \sum_{i=1}^n I_i \times W_i$$

where

- I_T – Quarterly Global Indicator
- I_i – Individual Indicator (Rate of fulfilment-%)
- W_i – weighting factor
- I_A – Yearly Global Indicator

The quarterly tranche value of the first subcomponent of the variable component to be paid to directors who are not appointed managers, will be equal to the amount of the average gross monthly earnings of the branch in which the company operates, as provided by the National Institute for Statistics relating to that period, so that the total value of the first sub-component equals the average annual gross salary of the branch in which the company operates, as provided by the National Institute for Statistics.

If during the relevant period of calculation, the Quarterly Global Indicator I_T is achieved 100% or more, 100% of the amount of the first quarterly tranche of the first variable subcomponent will be paid. If during the relevant period of calculation the quarterly global indicator I_T is achieved below 100%, only 75% of the amount of quarterly tranche of the first variable subcomponent will be paid.

If at the end of the year, the Yearly Global Indicator I_A is achieved 100% or more, the Director will be paid the differences retained from the first part of the variable component related to the quarters when the Quarterly Global Indicator was below 100%.

The second subcomponent of the variable component paid to the Directors who are not appointed as managers, will depend on objectives fulfilment, namely meeting the performance indicators annual target level, meaning the degree of achievement of annual global indicator I_A , and it shall be set at a level of 0.4% of the amount representing the difference between the actually achieved net profit and the estimated net profit for each financial year, but not more than the value of the fixed annual allowance determined according to Art. 16 of this agreement.

The updated performance indicators target levels are annexed annually to the Governing Plan, as well as their quarterly allocation (Annex 1).

Art. 20. The expenses incurred by the Director for fulfillment of his mandate are paid on the basis of supporting documents, in the amount applicable to the Director General, including, without limitation: the accommodation, allowance, per-diem, transportation and other expenses related to the achievement of the mandate, and no matter if they were made locally or abroad, or use of inventory/fixed asset goods required for performance of activity.

Art. 21. The Director has the right to Directors&Officers Liability paid by the Company, provided that such insurance complies with Company Law No. 31/1990, as modified and supplemented, and the cumulative liability threshold of the Company Directors is in amount of EURO57,500,000. Payment of related insurance premiums will be made by the Company and will not be deducted from Director's remuneration.

VIII. *Company's Rights*

Art. 22. The Company has the right to require the Director to perform his mandate in the exclusive interest of the Company and to be liable for the performance of the mandate in front of the Company.

Art. 23. The Company has the right to assess quarterly, semiannually and annually, by its representatives in the General Meeting of Shareholders, the activity of the Board of Directors members, in order to secure implementation of the governing plan, which includes implementation of the governing strategy during the mandate for achievement of objectives and performance criteria, subject to efficiency and profitability principles.

IX. *Company's Liabilities*

Art. 24. The Company undertakes to pay in due time 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. 25. 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. 26. The Company undertakes to secure necessary conditions for the performance of Director's activity.

X. *Parties Liabilities*

Art. 27. 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. 28. 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. 29. The Director is liable for culpable breach: (i) of the governing plan performance obligation, aiming at objectives and performance criteria achievement as provided in Annex 1 to this Director Agreement, (ii) of the provisions under this Director Agreement, (iii) of the resolution adopted by Company General Meeting of Shareholders and (iv) of the provisions of the Articles of Incorporation that are not against the law.

Art. 30. 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. 31. The *Company* is responsible for the culpable breach of the obligations undertaken under this Director Agreement and will pay for the damages so caused.

XI. Force majeure

Art. 32. The parties are held harmless in case of force majeure events, as defined in article 2, letter f) of this Director Agreement.

Art. 33. 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. 34. The parties also commit themselves to mutually notify each other in writing within at most 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.

XII. Amending the Director Agreement

Art. 35. This Director Agreement may be amended only by the written agreement of the signing parties expressed in an addendum.

Art. 36. This Director Agreement shall be consistent with the applicable legal regulations issued subsequent to the conclusion of this Agreement.

XIII. Termination of the Director Agreement

Art. 37. This Director Agreement terminates if:

- 37.1. the contract period expires;
- 37.2. the Governing Plan is not approved;
- 37.3. the Director is immediately dismissed by the General Meeting of Shareholders due to the unjustified non-performance of the obligations provided for a certain stage;
- 37.4. the Director deceases;
- 37.5. the *Company* goes bankrupt or insolvent;
- 37.6. the signing parties agree thereto;

37.7. the Director resigns through no fault of the undersigned; by sending a notification to the Company. Resignation shall be effective within 30 working days from submission of the notification;

37.8. the occurrence of legal impediments as defined at article 2 letter d) herein, that prohibit the Director to take this position;

37.9. over 25% of the performance indicators provided in the Director Agreement are unduly performed, this situation was identified further to the quarterly analysis of the indicators, performed by using the data and information.

Art. 38. If the Director is dismissed unexpectedly or unjustified, he has the right to receive from the *Company* a compensation for the non-performed term of the Director Contract, regardless of the dismissal date, but not more than 12 monthly fixed allowances, determined as follows:

- a) If the Director is dismissed at any time before the beginning of the last mandate year, the Director will receive a compensation representing 12 monthly fixed allowances;
- b) If the Director is dismissed in his last contract year, the compensation will be paid consistent with the number of months left until the end of the mandate, but not higher than 6 monthly fixed allowances.

Payment of this compensation will be made within 30 working days from the termination date of this Director Agreement.

This compensation represents the only indemnity of the Director in case of an unjustified dismissal of the Directors.

If the dismissal is made on well grounded/ justified reasons, the Company does not owe to the Director any compensation for the not performed contract period.

XIV. Disputes

Art. 39. Any dispute between the parties related to the conclusion, performance, modification, termination or construction of the articles of this Director Agreement that cannot be settled amicably shall be submitted to competent Romanian courts.

XV. Confidentiality obligation between the parties

Art. 40. 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, according the applicable and effective legal and statutory provisions.

Art. 41. 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.42. The disclosure of information is not considered confidentiality obligation in the following cases:

- 42.1. if the information was known to the party before receiving it from the other party and if this can be proven;
- 42.2. if the disclosure was made after having the written agreement of the other party;

- 42.3. if the information was known on the date of its disclosure;
- 42.4. if the party disclosed such information in order to comply with legal provisions or with a court decision.

XVI. Final provisions

Art. 43. The Director declares that he is aware of the provisions of the Articles of Incorporation and of the Rules of Organisation and Operation of the Company's Board of Directors.

Art. 44. The Director declares that he does not fall under none 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 3 to the Agreement.

Art. 45. Annexes 1-3 are an integral part of this Agreement.

Art. 46. This Director Agreement is governed by and construed in accordance with the provisions of the Romanian law. Related 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. 47. 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. 48. 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 the renegotiated clause to the provisions of this Director Agreement.

Art. 49. 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 Article 1 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. 50. 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 _____, in _____, this Director Agreement in 2 (two) original copies, therewith the parties declare that, they each received a copy thereof.

**Societatea Națională de Gaze Naturale
„ROMGAZ” – S.A.**

By:, mandated by Resolution no.
of the Ordinary General Meeting of Shareholders

**Director
Mr. Sergiu – Cristian Manea**

**Annex to Addendum no.1 to the
Director Agreement
no. _____/2014**

Indicators and performance criteria

Item no.	Indicator	Unit of measurement	Performance criteria	Proposed indicator	Weighting factor
0	1	3	4	5	6
1.	EBITDA	thousand lei	increase	4.50% / year	0.25
2.	Turnover	thousand lei	increase	6% / year	0.20
3.	Labour productivity	lei/person	increase	6% / year	0.10
4.	Production expenses at 1000 lei production income	lei	decrease	0.60% / year	0.10
5.	Geological resource volume	million cm	increase	1% / year	0.10
6.	Natural gas production decline	%	maintain	1.5% / year	0.15
7.	Due payments	thousand lei	maintain	0	0.10

**Societatea Națională de Gaze Naturale
„ROMGAZ” – S.A.**

By: Cornel Bobalca, representative of the
Ministry of Economy in the General Meeting of
Shareholders mandated by Resolution no. 12/26 July 2013
of the Ordinary General Meeting of Shareholders

**Director
Mr. Sergiu – Cristian Manea**

CONFIDENTIALITY RULES

1. Definition

The term “**Confidential Information**” means and includes any information related to the economic activity of the *Company* that is not public, according to (i) the law, (ii) to the resolutions of the General Meeting of Shareholders, (iii) the resolutions of the Board of Directors and (iv) inner rules of the *Company*.

Without limitation to the above mentioned, confidential information include:

- a) Contractual terms and any information on business partners, clients, agents, employees, entrepreneurs, investors or suppliers of the *Company*, as well as the conditions under which the *Company* develops economic activities with each of these persons;
- b) Computer programs (inclusive the source code and the object code) or the software developed, modified or used by the *Company*;
- c) Information of any kind compiled by the *Company*, including, but without limitation to, information related to products and services, advertising and marketing, as well as information compiled by existing or potential clients, suppliers and/or business partners;
- d) Algorithms, procedures or techniques, or essential ideas and principles that lie at the basis of such algorithms, procedures or techniques developed or used by the *Company* or familiar in any other manner to the *Company* (except any public algorithm, procedure or technique) irrespective whether these algorithms, procedures, techniques are part of a computer program or not, inclusive, but without limitation to techniques for:
 - Identifying possible clients;
 - Actual communication with existing or potential clients;
 - Reducing operation costs or increasing system efficiency
- e) The fact that the *Company* uses, used or evaluated as possibility to use any certain data base, data source, algorithms, procedures or techniques or ideas, developed or supplied by a person, other than the *Company* (inclusive any public algorithm, procedure or technique), regardless if such algorithms, procedures or techniques are part of a computer program or not;
- f) The marketing strategies, developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or used by the *Company*, or any information on or that might reasonably lead to the development of such strategies;
- g) Information related to the *Company*’s future plans, inclusive, but without limitation to, plans to extend on geographical areas, market segments or services, any information that might usually be included in the financial statements of the *Company*, inclusive but without limitation to, the amount of the assets, liabilities, net value, income, expenses or the net income of the *Company*, except those information whose disclosure is authorised according to the inner rules of the *Company*;
- h) Information that will be disclosed exclusively under the conditions provided at point 5;
- i) Any other information acquired by the Director during his mandate, which could be reasonably appreciated as reflecting vulnerabilities of the *Company*, and that might help a competitor or a potential competitor of the *Company* to successfully compete against the *Company*;
- j) Any information received by the *Company* from third parties who, in their turn have a confidentiality obligation and inform the *Company* on this matter;

- k) Any information derived from the above mentioned and
- l) Any copies of all the information mentioned above, except the instance when such copies are requested by a court or by another public authority, as provided by law.

2. Use and disclosure of Confidential Information

The Director admits that he has acquired and/or will acquire Confidential Information during or related to his mandate within the *Company*, and also admits that the use, by himself or by other persons, of such Confidential Information in order to compete with the *Company* would severely compromise the capacity of the *Company* to continue its economic activity.

Therefore, the Director agrees that, directly or indirectly, at any moment during the term of the Director Agreement concluded with the *Company* or at any time after its termination and regardless of the reasons that lead to its termination, he will not use or caused to be used any Confidential Information related to any activities or business, except the economic activities of the *Company* and will not disclose or cause the disclosure of any Confidential Information to any natural person, company, organisation, group or any other entity, except the case when this disclosure was specifically authorised in writing by the *Company*, or except the case when it is requested by any applicable law, or disposed by court order or arbitration or by any public authority that is qualified by law to receive such information.

Additionally, the Director is obliged to promptly notify the *Company* with respect to any instrument of a court or arbitration court, or of another public authority, of the same kind as those mentioned above, so that the *Company* may legally adopt precautionary measures or another proper solution, and will continue to offer the support the *Company* may request in order to warrant such measures or solutions.

If the precautionary measures mentioned above are not sufficient, the Director will disclose only that part of the Confidential Information that is legally requested by the relevant public authority and will use all reasonable and legal endeavours to maintain the confidentiality of such disclosed Confidential Information.

3. Use and disclosure of information related to third parties

The Director understands that the *Company* receives sometimes information from third parties that have to be classified as confidential and used only with limited purposes, (“**Information related to third parties**”).

The Director agrees that, directly or indirectly, at any moment during the term of the Director Agreement concluded with the *Company* or at any time after its termination and regardless of the reasons that lead to its termination, he will not use or cause to be used any Information related to third parties, except the cases when it is allowed subject to a written agreement concluded between the *Company* and the third party, respectively, except the case when such disclosure is required by any applicable law or by the order of a competent court or arbitration court or by any public authority that is qualified by law to receive such information.

Additionally, the Director is obliged to promptly notify the *Company* with respect to any instrument of a court or arbitration court, or of another public authority, of the same kind as those mentioned above, so that the *Company* may legally adopt precautionary measures or another proper solution. If

the precautionary measures mentioned above are not sufficient, the Director will disclose only that part of the Information related to third parties as legally requested.

4. Protection of trade secrets

No provision of this Director Agreement will involve the *Company* and will affect by no means its rights to protect the trade secrets by any legal means.

5. Disclosure of information by the Company

During the term of the Director Agreement and on the date of its termination, the Director will disclose and promptly deliver to the *Company* as far as such disclosure would be in the benefit of the *Company*, in writing or otherwise, the following information reasonably requested by the *Company*, (“Information that will be disclosed”):

- (i) All and any algorithms, procedures or techniques related to the economic activity of the *Company* or to the activity of the Director within the *Company*, the essential ideas and principles that lie at the basis of such algorithms, procedures or techniques developed, original, adapted, discovered, acquired (from a third party or otherwise) evaluated, tested or applied by the Director during his mandate, irrespective whether such algorithms, procedures, techniques are part of a computer program or not;
- (ii) All and any marketing strategies, essential ideas and principles that lie at the basis of these strategies and any information that might reasonably lead to the development of such strategies developed, original, adapted, discovered, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his mandate at the *Company*;
- (iii) Information related to all and any products and services, essential ideas and principles that lie at the basis of these products and services, designed, original, adapted, discovered, developed, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his mandate within the *Company* and
- (iv) Any other ideas or information designed, original, adapted, discovered, acquired (from a third party or otherwise), evaluated, tested or applied by the Director during his mandate within the *Company*, if such information would be reasonably considered as useful or valuable for the *Company*.

6. Confidentiality of the Information to be disclosed

The parties agree that the Information to be disclosed according to point 5, fall into the range of Confidential Information, in accordance with the definition stated at point 1 herein, and the Director undertakes to use and to keep all Information that will be disclosed under point 5, in the same manner as the Confidential Information, concurrently complying with the provisions of point 3 herein on the confidentiality of Information related to third parties.

By exception to the provisions of this point, the information disclosed in compliance with point 5 shall not be considered Confidential Information, subject to this Agreement, if these have no connection to the economic activity of the company, but are only general terms that may be used in

any industry.

7. Term of complying with confidentiality obligations

Confidentiality obligations of the Director under this Annex, integral part of the Director Agreement continues to be applicable after the termination of this Director Agreement and will be effective for an unlimited time period.

**Societatea Națională de Gaze Naturale
„ROMGAZ” – S.A.**

By: **Cornel Bobâlcă**, representative of the
Ministry of Economy in the General Meeting of
Shareholders mandated by Resolution no. 12/26 July 2013
of the Ordinary General Meeting of Shareholders

**Director
Mr. Sergiu – Cristian Manea**

NON-COMPETE OBLIGATIONS

1. Non-competition

During his mandate within the *Company*, the Director, directly or indirectly, either in his own name or as employee, agent, director, partner, shareholder, investor or in any other capacity, agrees and undertakes not to:

- a) Enter into any activity or business that competes or is similar to an activity or business of the *Company*, or with an activity or business that the *Company* performs or intends to perform;
- b) Assist by no means, any person whose activities compete or otherwise prejudice the trade activities of the *Company*.

The non-compete obligation is effective on the entire state of Romania with respect to any competing third party.

2. Abstain to request for services

During his mandate within the *Company*, the Director, directly or indirectly, with or without commission, either in his own name or as employee, agent, consultant, director, manager, partner, shareholder, investor or in any other capacity, shall not:

- a) Cause or try to cause any independent employee, consultant, supplier, buyer or entrepreneur of the *Company* to terminate its relationship with the *Company*;
- b) Use, retain as consultant or entrepreneur, or cause to be employed or retained any employee, employment/rental of a contractual relationship with an agent, consultant, services or product supplier, independent buyer or entrepreneur of the *Company*.

3. Breach of non-compete obligations

Any breach by the Director of the obligations set forth herein authorises the *Company* to request compensation for the damages caused to the *Company*.

**Societatea Națională de Gaze Naturale
„ROMGAZ” – S.A.**

By: **Cornel Bobâlcă**, representative of the
Ministry of Economy in the General Meeting of
Shareholders mandated by Resolution no. 12/26 July 2013
of the Ordinary General Meeting of Shareholders

**Director
Mr. Sergiu – Cristian Manea**

