

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. 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 Related to Access to Various Finance Sources”, during the agreed period in accordance with the obligations under the Contract and the Specifications Book.

(2) Main tasks:

- Contracts review, negotiation of documents, due diligence, work with internal and external counsels, be part of the syndicate set up to issue debt (MTN program/tranches/individual bonds etc.), regulatory compliance, word the relevant sections of the issuance prospectus in case of MTN program issue/tranches issued under the program and/or individual bond issues.

(3) Scope of Services:

- acquire legal services that will assist in making informed decisions about the legal implications (terms & conditions) of the financing structure selected by the Purchaser to fund its operations (CAPEX/OPEX);
- draft/review/negotiate (as the case may be) loan contracts;
- draft/review/negotiate contracts with the banks appointed to form the syndicate involved in issuing the MTN program/tranches under the program/individual bond issued;
- collaborate with financial advisors and banks syndicate involved in the debt issue process in preparing the documents required.

(4) In performing the Services, the following phases shall be completed:

1. Preparation phase, Independent Report 1

- Assist in making informed decisions regarding the recommended financing structure, from a legal perspective (domestic vs. international; secured vs. unsecured; MTN program/bonds, loans or a combination thereof etc.);
- Perform a due diligence process, as customary for the selected financing methods;
- Work with the Purchaser’s other advisors on establishing the selection criteria for the parties (banks syndicate or others, as the case may be) involved in the process of obtaining the finance in the structure selected;
- Work with the Purchaser’s other advisors on preparing the requests for proposal to be submitted to banks and other advisors in the process of selecting the banks syndicate and other advisors, as needed for issuing a prospectus;
- Work with the Purchaser’s other advisors on preparing the requests for proposal to be submitted to investors willing to lend funds to the Purchaser;
- Review the proposals received by the Purchaser following the aforementioned activities against selection criteria;
- Draft/review/negotiate the agreements to be signed with the parties selected;
- Review corporate documents (eg. Articles of Incorporation) and corporate governance rules and propose actions to be taken to appoint the parties selected as mentioned above; prepare, if needed, the documents to be submitted for corporate approvals of the parties to be appointed;
- Other activities, as needed in the process;
- Draft Independent Report 1

2. Assisting the process of financing in form of loans (bilateral/syndicated loans), Independent Report 2

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- Draft/review binding offers for loan contracts and prepare any necessary requests or responses as part of the selection process;
- Assess the proposals submitted during the selection process;
- Draft loan agreements and provide support in negotiating and executing these agreements, including the procurement, execution, and implementation of the financing;
- Execute any required agreements for securing and obtaining financing or meeting contractual obligations, while also assisting in resolving potential issues that may arise during the performance of loan agreements through amicable settlements or by adhering to settlement rules outlined in the Contract;
- Conduct analyses to facilitate corporate decisions needed for the approval of loan agreements and the selection of successful financing offer(s);
- Interpret Romanian or English law within the specified context;
- Draft Independent Report 2.

Some of the activities under this section may interact with activities under section 1.

3. Assisting the process of financing in form of MTN program/bonds (RegS only), Independent Report 3 and further

- Assist in selecting the markets where debt (MTN program/tranches under the program/individual bonds) will be issued. The activity includes the review of legislation specific to the market in order to identify the issuance process and obligations of the Purchaser during the process of private/public placements; assist the Purchaser in preparing and submitting the necessary documents to the relevant authorities;
- Word the relevant sections of the issuance prospectus together with the banks syndicate (including the syndicate’s advisor) and other advisors appointed by the Purchaser;
- Issue legal opinions customarily requested by the banks syndicate on capacity, authorization and enforceability;
- Assist in the negotiation of comfort/consent letters to be issued by the Purchaser’s auditors;
- Conduct essential analyses to facilitate corporate decisions needed for the approval of the prospectus of the MTN program/tranches under the program/individual bonds;
- Interpret Romanian or English law within the specified context;
- Review presentations to investors;
- Assist the Purchaser during the rating of the debt instrument, for legal matters relevant to the rating process;
- Other activities, as needed;
- Draft Independent Report 3 and, as the case may be, other reports in accordance with Article 7.4 paragraph (1) item (4).

(5) The mandate for legal services, namely for the independent review & early preparation of the Purchaser’s readiness and for the selection of the bookrunner and/or joint lead manager and/or syndicate members and/or any other parties that may be necessary in the process is for approximately 3 months from the beginning of the mandate (Independent Reports 1 & 2) and will continue afterwards with the activities outlined as explained above (Independent Report 3 and other Reports). In case the Purchaser will issue bonds under an MTN program, the mandate will be valid until the expiration date of the program and will cover each tranche issued under the program.

4.2. The Purchaser undertakes to pay to Provider the agreed price for the fulfilment of the Service Contract for **“Legal Services Related to Access to Various Finance Sources”**.

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.

(2) The maximum payable contract value amounts to EUR 460,000 (four hundred sixty thousand Euro).

(3) S.N.G.N. Romgaz S.A. shall not pay success fees under the form of variable payments.

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- (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 3 years from its signing by both parties.
- 5.2 (1) Services shall be performed in the following time-limits:
- **Independent Report 1** - shall be delivered within two (2) months of signing the Service Contract by the parties;
 - **Independent Report 2** - shall be delivered within one (1) month of submitting Independent Report 1;
 - **Independent Report 3** - shall be delivered within one (1) month of Romgaz request;
 - **Other reports** - shall be delivered within one (1) month of Romgaz request.
- (2) The Provider may perform the requested services at ROMGAZ headquarters and/or at the Provider’s headquarters or any other location it deems fit for purpose (as the case may be).

6. Documents of the Contract

- 6.1. Documents of the contract are:
- 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;

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- b) The Specifications Book, including, as the case may, be the clarifications and/or remedy measures as regards technical and financial issues, taken by submission of bids;
- 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) Upon completion of each phase the Provider shall submit to the Purchaser the following main reports:
 - 1. Independent Report 1 - An independent legal evaluation report on (i) available funding options, (ii) analysis of the selection of the banks syndicate, (iii) corporate actions to be taken by the Purchaser to comply with corporate governance rules. For clarification purposes, after submission of Independent Report 1, the Purchaser appoints the banks syndicate and any other party required for the process.
 - 2. Independent Report 2 - An independent report on (i) the preparation and selection of the relevant banks and/or investors interested in lending funds to the Purchaser, (ii) the terms and conditions of the financing contract/s, (iii) corporate actions to be taken by the Purchaser to comply with corporate governance rules.
 - 3. Independent Report 3 - A legal analysis and opinion on (i) the markets where debt will be issued, as the case may be, (ii) terms and conditions of the prospectus, (iii) corporate actions to be taken by the Purchaser to comply with corporate governance rules.
 - 4. Other reports. In case of debts issued under an MTN program, the law firm shall issue an independent report for each tranche, and performed activities may include any activity described under Article 4.1 paragraph (4), item 3, as needed. The independent reports shall include, but not limited to, an analysis of terms and conditions of the tranche issued.

(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 the Contract for the supplied Services.
- (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 Culpable Breach of Obligations. Termination

- 9.1. If the Provider delays the fulfilment of its contractual obligations, the Purchaser is entitled to receive from the Provider penalties for delay representing 0.1% of the value of the unfulfilled obligations, for

each day of delay, starting from the first day following the expiry of the term provided in Article 5.2 until the effective fulfilment of the obligations or, as the case may be, until the termination of the Contract.

- 9.2. If the Purchaser fails to fulfil its obligations within the agreed term, it shall pay the Provider, as penalties, an amount equal to 0.1% of the value of the outstanding payment for each day of delay, until the actual fulfilment of the obligations.
- 9.3. If the Provider fails to fulfil its contractual obligations and does not take actions to remedy such failure during the reasonable term notified by Purchaser, except where not all requested information was made available to Provider, the Purchaser is entitled to unilaterally terminate the Contract and to claim for damages as compensation. In this case, the Purchaser shall notify the Provider on termination of Contract. Termination shall be effective within 5 days from the receipt of the notification by the Provider, without any other formality or the intervention of any court.
- 9.4. The Purchaser reserves its right to unilaterally terminate the Contract, by written notification to the Provider, without any compensation, if the latter goes bankrupt, provided that such termination does not prejudice or affect the right of the Provider to sue or claim for damages. In such case, the Provider shall only be entitled to claim the payment corresponding to the part of the Contract that was fulfilled by the date of the unilateral termination of the contract.
- 9.5. Without prejudice to the provisions of common law on contract termination or Purchaser's right to request declaration of absolute nullity of such in accordance with the provisions of common law, the Purchaser is entitled to terminate unilaterally the Contract during the period of validity of the Contract in the following situations:
 - a) Provider is, at the time the contract was awarded, in one of the situations that would have excluded the Provider from the award procedure in accordance with the procurement laws;
 - b) The contract should not have been awarded to the Provider due to a serious breach of obligations under European/national relevant legislation, and where such breach was decided by a Court of Justice of the European Union or Courts of Romania;
 - c) In case of contract modification to such other conditions than those provided by the legal provisions in force.

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.
(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.

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.

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. Contract Price Adjustment

14.1 The tariff due by the Purchaser for the provided Services by the Provider is the one declared in the Provider's Bid, attached as an Annex to the Contract, in the first two years of the Contract.

14.2 At the beginning of the third year of the Contract, the hourly tariff shall be adjusted by applying the Harmonised Index of Consumers Prices (HICP), published in the Publications Office of the European Communities in Eurostat Database (<http://epp.eurostat.ec.europa.eu>) as of indexation date, calculated for the period between the month preceding the date of submission of offers and the date of conclusion of the addendum on adjustment of tariffs.

15. Health and Safety at Work

15.1. (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 locations of SNGN Romgaz SA, 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.

16. Contract Modification

16.1 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.

17. Confidentiality of Information

- 17.1 The Provider shall keep confidential all documents and information made available to it for the purpose of concluding and executing this Contract.
- 17.2 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.

18. Force Majeure

- 18.1. Force Majeure shall be certified by a competent authority.
- 18.2. Force Majeure shall exonerate the contracting parties from the fulfilment of their obligations under this Contract for the entire duration of Force Majeure.
- 18.3. 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.
- 18.4. 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.
- 18.5. The contracting party invoking Force Majeure shall notify the other party on cease of effect of Force Majeure event within 15 days of cease.
- 18.6. 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.

19. Settlement of Litigations

- 19.1 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.
- 19.2 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.

20. Governing Language

- 20.1 The governing language of the contract is the Romanian language or English language, as the case may be.

21. Communications

- 21.1 (1) Any communication between the parties, concerning the fulfilment of this Contract, shall be made in writing.
- (2) Any written document shall be registered both on transmittal and on receipt.
- (3) Communication between the parties shall be in the Romanian language or English language, as the case may be.
- 12.2 Communication between the parties may also be made by telephone, facsimile or e-mail , provided that receipt of such communications is confirmed in writing.

22. Applicable Law

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

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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.

PROVIDER
.....

CHIEF EXECUTIVE OFFICER
Răzvan POPESCU

.....

CHIEF FINANCIAL OFFICER
Gabiela TRÂNBIȚAȘ

Preventive Financial Control Visa

DIRECTOR OF PROCUREMENT DEPARTMENT
Leonard Ionuț LUPĂ

HEAD OF LEGAL DEPARTMENT
Monica STAFIE

HEAD OF PROCUREMENT REPORTING AND CONTRACT
MONITORING OFFICE
Cristina Maria CHISĂLIȚĂ

**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/ 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 25th, 2018;
- b) the Parties have concluded the Contract No. ____/____ for the Acquisition of Legal Services Related to Access to Various Finance Sources, 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;
- 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

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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:

_____ (name, surname, e-mail, fixed/mobile telephone number)

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 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

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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; if 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 NSAPPD 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.
16. In case of conflict between the provisions of the Contract and the provisions of this Convention, the provisions of this Convention shall prevail.

“Legal services related to access to various finance sources”

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

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