

MANDATE CONTRACT NO. / ...08.2021

1. THE PARTIES

The present mandate contract (hereinafter referred to as „**the Contract**“) was concluded between

- (1) **Antibiotice S.A.** with the headquarters in Iași, str. Valea Lupului, no. 1, Romania, registered with the National Office of the Trade Register under no. J22/285/15.02.1991, with tax registration code R01973096, hereinafter referred to as "**the Company**", represented by, as Principal, and
- (2) _____, domiciled in the locality _____, str. _____ holder of the identity card series _____ no. _____, hereinafter referred to as „**the Administrator**“,

Considering:

- (i) the provisions of the O.U.G. no. 109/2011, art. 137¹ para. 1 and 2 of law no. 31/1990 of the companies,
- (ii) the mandate no. issued by the majority shareholder-Ministry of Health
- (iii) Decision no. from 08.2021 by which the shareholders voted for the appointment of Mr./Ms. in the position of Administrator of the company,

have concluded the present Mandate Contract, with the following clauses:

2. DEFINITIONS

Under this Contract, the terms below shall have the following meanings:

„Articles of Incorporation“ *of* means the Articles of Incorporation of the Company, registered at the Trade Register;

„General Meeting of Shareholders“ is the main deliberative and decisional body of the Company, having the attributions provided in the Law no. 31/1990 of the Commercial Companies, GEO no. 109/2011 on the corporate governance of public enterprises and the Articles of Incorporation;

“ Board of Administrators” consists of all the Administrators of the company appointed by the General Meeting of Shareholders, having supervisory and control attributions in the Company, in accordance with the provisions contained in Law no. 31/1990 of the Commercial Companies, GEO no. 109/2011 on the corporate governance of public enterprises and the Articles of Incorporation;

„Objectives and performance criteria“	means the objectives and criteria set out in Annex A to this Mandate Contract, according to which the performance of the Administrator in carrying out the Management Plan will be measured and evaluated;
“Force Majeure” and “Fortuitous Case”	are the notions defined in the art. 1351 of the civil code.
„Relevant legislation“	means mainly GEO no. 109/2011 on the corporate governance of public enterprises, Law no. 31/1990 of the Commercial Companies, Law no. 297/2004 on the capital market, the Articles of Incorporation, as well as any other legal provisions applicable to the company at a given time;
„Internal Regulations“	means the codes, regulations and internal procedures adopted at the level of the Company, in connection with the organization of the activity carried out by the Company and the conduct of its staff.

3. **APPOINTMENT OF ADMINISTRATOR**

- (i) By the Decision no. from08.2021, The General Meeting of Shareholders appoints as Administrator, starting08.2021 to 18.04.2024.
- (ii), has expressly accepted his appointment as Administrator of the Company.
- (iii) The Administrator declares and warrants to the Company by signing this Contract that:
 - (i) has the necessary legal capacity to conclude the Contract,
 - (ii) is not in any of the situations of incompatibility provided by the Relevant Legislation on performing the function of Administrator,
 - (iv) will comply with the requirements provided by the Relevant Legislation, for holding such a position within the Company, for the entire duration of the Contract.

4. **OBJECT OF THE MANDATE**

The Administrator is mandated to participate in the adoption by the board, as a whole, of the decisions regarding the administration of the Company, under the conditions of the Relevant Legislation and those of the present contract, within the limits of the Company's object of activity and in compliance with the exclusive competences provided for by the legislation in force, as well as the recommendations contained in the applicable corporate governance guidelines and codes.

5. **DURATION OF THE CONTRACT**

- (i) The present Contract shall enter into force on08.2021 and is valid until 18.04.2024.

6. **OBLIGATIONS AND RIGHTS OF THE ADMINISTRATOR**

Obligations of the Administrator:

- a. exercise the mandate with the loyalty, prudence and diligence of a good administrator, in the exclusive interest of the Company,
- b. participate in a professional training program with a minimum duration of one week/year, in which he/she shall be given training sessions in the corporate governance and legal field, as well as in any other areas chosen by the shareholders,
- c. rigorously prepare the board meetings, dedicating at least 3 working days for this purpose, participate in board meetings, as well as in specialized committees,
- d. participate in one or more advisory committees set up at the board level,
- e. declare, according to the Internal Regulations and Relevant Legislation, any existing conflicts of interest and, in situations of conflict of interest, abstain from decisions within the board/advisory committees, in exercising his/her attribution as Administrator,
- f. exercise the attributions provided by the Relevant Legislation,
- g. adopt policies and control systems provided for by his/her attributions,
- h. approve the budget of the Company,
- i. achieve the objectives and performance indicators provided in the Annex to the Contract,
- j. elaborate, together with the other Administrators, and submit the half-yearly reports on the Company's activity and the stage of achievement of the performance objectives, as well as the information regarding the mandate contracts of the Administrators,
- k. select, appoint, revoke Administrators, evaluate the activity and approve their remuneration,
- l. approve the recruitment and eventual revocation of the head of the internal audit and receive from him/her, whenever requested, reports on the activity of the Company,
- m. participate in continuing professional development programs, in order to carry out an optimal activity within the board,
- n. elaborate the management plan in collaboration with the Administrators of the Company,
- o. check the operation of the internal managerial control system,
- p. negotiate financial and non-financial performance indicators with the supervisory public authority and the Company's shareholders,

- q. monitor and manage potential conflicts of interest at the level of administrative and management bodies,
- r. set, together with the other Administrators, the main directions and strategies of activity and development of the Company and adopt measures to ensure the financial and human resources necessary to achieve the objectives of the Company,
- s. establish, together with the other Administrators, the accounting policies,
- t. establish, together with the other Administrators, the necessary measures for the implementation of the Company's Management Plan and for the fulfillment of the objectives and performance criteria by the Administrators;
- u. analyze, approve and monitor, together with the other Administrators, the Management Component of the company's Management Plan, prepared and carried out by the Executive Administrator of the Company - General Administrator,
- v. analyze and approve, together with the other Administrators, the management plans prepared by the Administrators and Managers of the Company, as integrated parts of the Management Component of the Management Plan,
- w. perform any other duties expressly provided by the Relevant Legislation and Internal Regulations.

Rights of the Administrator:

- a. payment of remuneration consisting of a fixed allowance and a variable component, according to the present contract and the legislation in force,
- b. the monthly payment of the fixed allowance and of the variable component according to the contract,
- c. reimbursement of expenses incurred justified in the interest of fulfilling the mandate,
- d. benefit, together with the other Administrators, from specialized assistance for the substantiation of the decisions taken within the board,
- e. benefit from professional liability insurance,
- f. receives, together with the other Administrators, relevant reports and information from the Administrators of the Company for the substantiation of the decisions taken within the board,
- g. has access to the Company's documents and records to the extent necessary to fulfill the obligations set forth in the present Contract, in accordance with the obligations of confidentiality and the Internal Regulations.

7. OBLIGATIONS AND RIGHTS OF THE COMPANY

- (i) The company has the following obligations:

- a. to ensure the organizational and logistical conditions necessary for the Administrator to carry out his activity by full activity in the exercise of the mandate,
 - b. to pay the remuneration consisting of the fixed monthly allowance and the variable component to the Administrator, according to the present contract and respecting the legislation in force,
- (ii) The company has the following rights:
- a. to request and receive regular reports on the exercise of the mandate and the evaluation of the activity from the Administrator,
 - b. to monitor and evaluate the activity of the Administrator,
 - c. to reward or to penalize the Administrator, complying with the Relevant Legislation,
 - d. to suspend and/or revoke the Administrator's mandate, complying with the Relevant Legislation.

8. **REMUNERATION AND TERMS OF PAYMENT**

- (i) According to the art. 37 of GEO no. 109/2011 on the corporate governance of public enterprises, the remuneration of non-executive members of the board of Administrators consists of a fixed monthly allowance and a variable component. The fixed allowance cannot exceed twice the average for the last 12 months of the average gross monthly earnings for the activity carried out according to the main object of activity registered by the company, at class level according to the classification of activities in the national economy, communicated by the National Institute of Statistics prior to the appointment.
- (ii) On the date of signing this contract, the National Institute of Statistics communicated the average gross earnings for the activity "Manufacture of basic pharmaceutical products and pharmaceutical preparations" for the period Average of the average gross earnings applicable for the calculation of the allowance fixed is lei.
- (iii) The gross fixed monthly allowance of the administrator is lei (2 x lei).
- (iv) The variable component of remuneration is determined according to the fulfillment of the company's objectives and performance criteria (Annex A), as follows:
- a. for achieving the objectives and performance criteria in a proportion of less than 85%, no variable indemnity will be granted.
 - b. in order to achieve the objectives and performance criteria in a proportion equal to or greater than 85%, the Administrator will be granted a variable indemnity in gross amount equal to 12 fixed indemnities. The determination of the amount of the variable allowance due shall be made by reporting directly proportional to the period of the mandate contract executed.
- (v) Payment of Remuneration will be made as follows:

- a. the fixed allowance will be paid monthly, on the 15th of the month for the month preceding that in which the payment is made;
 - b. the variable allowance will be paid only once, at the end of each financial year, within 15 days from the date of approval of the financial statements by the General Meeting of Shareholders, in case of fulfillment of the Objectives and performance criteria provided in Annex A of the present Contract.
- (vi) Remuneration will be paid by transfer to the bank account of the Administrator indicated by him/her or in cash through the cash desk of the Company.

9. **CONFIDENTIALITY**

- (i) The Administrator undertakes not to disclose and to keep confidential the commercial secrets of the Company as well as the data and information regarding the Company to which he has access in his capacity as Administrator.
- (ii) The obligations undertaken under this section do not apply to data and information on which the Administrator can prove that:
 - a. are or have become public information without the Administrator breaching this Contract; or
 - b. must be disclosed as a result of a legal request received from a court or from competent state bodies.
- (iii) The obligation provided in this clause continues to take effect for a period of 5 (five) years after the termination of the Contract, regardless of the reasons for such termination.
- (iv) The Company undertakes:
 - a. to ensure the protection of the personal data of the Administrator, avoiding their public exposure, according to EU REGULATION no. 679 of April 27th, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data
 - b. to ensure the confidentiality of the remuneration granted according to the present contract, in compliance with the art. 163 from the labour code (*"The salary is confidential, the employer having the obligation to take the necessary measures to ensure confidentiality"*) correlated with the art. 76 par. 2 from the fiscal code (*"types of income considered assimilated to salaries: remuneration of Administrators of companies, national companies/enterprises and autonomous administration, designated/appointed under the law, as well as the amounts received by the representatives in the general meeting of shareholders and the board of Administrators"*) .

10. **LIABILITY OF THE PARTIES**

- (i) The civil, administrative or criminal liability of the Administrator, as the case may be, for the non-fulfillment or improper fulfillment of the incumbent obligations,

based on the present Contract, shall be incurred in accordance with the Relevant Legislation and the provisions of this Contract.

- (ii) The civil, administrative or criminal liability of the Company, as the case may be, for the non-fulfillment or improper fulfillment of the incumbent obligations, based on the present Contract, shall be incurred in accordance with the Relevant Legislation and the provisions of this Contract.

11. **CASES OF TERMINATION AND SUSPENSION OF THE CONTRACT**

- (i) The present Contract will terminate in one of the following situations:
 - a. Upon the expiration of the term of office of the Administrator, this Contract shall terminate by right, unless the General Meeting of Shareholders decides to renew the term of office, in which case the Parties may conclude an addendum to this effect;
 - b. By mutual agreement of the parties. The parties shall mutually agree on the termination of this contract in an amiable manner, establishing by a written agreement the conditions of termination, and their respective rights and obligations.
 - c. At the initiative of the Administrator - the Administrator will be able to resign at any time by submitting his resignation, with a prior notice of 45 days; In justified cases, the Company may accept a shorter notice period.
 - d. (1) At the initiative of the Company; the Company may revoke the mandate and unilaterally terminate the present Contract in one of the following cases:
 - non-fulfillment by the Administrator, through his sole fault, of the performance indicators,
 - violation by the Administrator of the ethical criteria established in the Internal Regulations,
 - repeated and not duly justified absences from the meetings of the Board of Administrators of the Company; the validity of the justifications will be assessed by the members of the Council,(2) The termination of the Contract at the initiative of the Company will be made by a decision of the General Meeting of Shareholders, based on a report of the Board of Administrators.
 - e. Any other reasons qualified as reasons for termination of the Administrator's mandate, according to the law.
- (ii) In case the Administrator is revoked or the Mandate Contract terminates independently of his will, before the expiration of the term provided in the art. 5, he/she will have the right to receive the fixed allowance due until the date of termination of the Contract, to which the variable allowance will be added, calculated in proportion to the effective duration in which the Contract took effect.

- (iii) The present contract is suspended by law in case a criminal investigation is initiated against the Administrator for one of the offences provided for in the art. 6 of the Law no. 31/1990 of commercial companies.

12. **FORCE MAJEURE. FORTUITOUS CASE**

- (i) Neither Party shall be deemed liable for the untimely and/or improper fulfillment - in whole or in part - of any of its obligations under this Contract, if the non-fulfillment or improper fulfillment of that obligation has been determined by Force Majeure or Fortuitous Case.
- (ii) The Party invoking Force Majeure or the Fortuitous Case must notify the other Party within 5 days of the occurrence of Force Majeure or Fortuitous Case and take all possible measures to limit its consequences..
- (iii) If, within 30 (thirty) days since the occurrence of Force Majeure or Fortuitous Case, it does not cease, the Party receiving notification of Force Majeure or Fortuitous Case shall be entitled to terminate this Contract by sending a written notification to the other Party. In such a case, the Contract will terminate at the expiration of a period of 45 (forty-five) days from the receipt of a notification to this effect by the Party to which it is addressed, without the need for court intervention or other formalities. The Party invoking Force Majeure or Fortuitous Case shall not be held liable for damages to the other Party as a result of non-fulfillment of its obligations under the Contract, if it is proved that such non-fulfillment is caused by Force Majeure or Fortuitous Case.

13. **NOTIFICATIONS**

- (i) Any notification or other communication that will be made in accordance with the provisions of the present Contract will be considered fully made if they are made in writing and if they are sent either in person, or by fax, courier, or by registered letter, with confirmation receipt.
- (ii) Communications will be considered received on the date indicated in the positive transmission report (in the case of fax communications) or in the confirmation receipt (in the case of communications by courier or registered letter), provided that receiving takes place between 9:00 AM and 5 PM of a Working Day in Romania. Otherwise, the communication will be considered received at 9:00 AM of the next working day.

14. **APPLICABLE LAW AND DISPUTE SETTLEMENT**

- (i) The provisions of this Contract shall be governed by Romanian law.
- (ii) Disputes resulting from the conclusion, signing, modification, execution, application, termination or interpretation of the present Contract and which are not settled amiably, will be submitted for settlement to the substantive competent courts from the territorial district in which the Company is located.

15. **FINAL PROVISIONS**

- (i) If one or more provisions of the present Contract are held, for any reason, to be void, unlawful or unenforceable in any respect, this shall not affect any other provision of this Contract or any other provision of any other document, act or instrument, these being replaced by right with the applicable legal provisions.
- (ii) If either Party breaches any of its obligations under the present Contract, the failure of the other Party to exercise its rights to request the fulfillment of the obligation or an adequate compensation for such breach shall not be construed as a waiver or acceptance of such situation.
- (iii) The present Contract and the obligations resulting from it may not be assigned or transferred in any way by the Administrator.
- (iv) The modification of the present Contract will be made only by written addenda, signed by the contracting Parties, thus becoming an integral part of this Contract.
- (v) Not a sole provision in the present Contract shall be construed as generating or regulating the employment relationship between the Company and the Administrator.

The present Contract has been drawn up and signed by the Parties in 3 (three) copies, today08.2021, of which one for the Company, one for the Supervisory Public Authority and one for the Administrator, each copy having the same legal force.

for ANTIBIOTICE S.A.

General Meeting of Shareholders,

through the representative of the majority shareholder, the Ministry of Health

Administrator,
