

Translation disclaimer:

Please note that this translation is provided for convenience only. In case of discrepancies, the Romanian wording shall govern.

This translation shall be used under no circumstances as the Bailment Agreement template for signing for providing USB access token. For providing USB access token purpose the Bailment Agreement as well as any attached addendum concluded in any circumstances will be the template provided by OPCOM S.A. in Romanian only.

**BAILMENT AGREEMENT
(loan of use)**

The contractual parties

THE ROMANIAN GAS AND ELECTRICITY MARKET OPERATOR "OPCOM" S.A., with registered office in 16-18 Hristo Botev Blvd., District 3 Bucharest 030236, Romania, telephone number +40 (21) 3071 450, fax number +40 (21) 3071 400, registered with the Bucharest Trade Registry Office under number J40/7542/2000, Fiscal Registration Code 13278352, fiscal attribute RO, IBAN code: RO71RNCB0074029217370107 – BCR District 3, legally represented by Victor IONESCU CEO as **BAILER** and

..... with registered office in
....., telephone number....., fax number.....
registered with the Office of the Commercial Register fromunder
no. Fiscal Registration Code no. and fiscal
attribute, IBAN code opened to
....., legally represented
by..... as **BAILEE**

1. SUBJECT OF THE AGREEMENT

Art. 1.1. The Bailer gives and the Bailee gets in use an authentication key USB Token, hereinafter referred to as "Key", to be used by Bailee for the purpose of connecting to the trading systems of centralized electricity markets administered by the OPCOM S.A. and to the settlement system, as provided in the Annex of this Agreement.

Art. 1.2. With the receipt of the usb token key, the Bailee receives the right to use, during the period referred to in article 6, the related software for use of the trading system of relevant market in which he is registered.

2. THE BAILER'S RIGHTS

Art. 2.1. To be announced by the Bailee in case of damage or loss of the Key;

Art. 2.2. To receive the key, borrowed to the Bailee, in working order at termination of the Agreement;

Art. 2.3. To unilaterally denounce the Agreement under art. 9;

Art. 2.4. To execute the collateral guarantee in accordance with art. 7.1. in case of breaching of art. 5.4., 5.7 and 5.8.

3. THE BAILER'S OBLIGATIONS

Art. 3.1. To make available to the Bailee the key throughout period in which the Bailee is registered as participant in any of the centralized electricity markets administered by the OPCOM S.A., in accordance with Annex to this Agreement;

Art. 3.2. To hand over the Key in working order to a empowered person on behalf of the Bailee after signing a handover report, subsequently posting the working order guarantee as provided in section 7;

Art. 3.3. To put at the disposal of the Bailee the related software for using of the trading system and to provide the right to use it during the same period mentioned in Art. 6;

Art. 3.4. To update the digital certificates installed on the Key if the Bailee will want to participate in more markets operated by the Bailer through the same Key, or at the already installed certificates expiring, and to give back the Key to the Bailee;

Art. 3.5. To release the guarantee after receiving, the Keys in working order from Bailee, according to art. 7.4.

4. THE BAILEE'S RIGHTS

Art. 4.1. To use the Key and the software needed for accessing the trading system under the conditions of this Agreement.

5. THE BAILEE'S OBLIGATIONS

Art. 5.1. To constitute a working order guarantee under art. 7.1;

Art. 5.2. To use the Key according to the purpose indicated in this Agreement;

Art. 5.3. To take care of authentication Key borrowed as a good owner;

Art. 5.4. To return the Key in working order, with no deformation, dents, scratches, or other private labels and be accompanied by a valid PIN code;

Art. 5.5. To communicate to the Bailer in a timely manner incidents of any kind arising from the use of the Key;

Art. 5.6. To not alienate the USB key;

Art. 5.7. In case of damage or loss of the Key to get in touch with the Bailer asking to release a new Key with the condition that, in case of damage, the Bailee will firstly return the damaged Key. The new Key will be made available to the Bailee in accordance with article 3.2.;

Art. 5.8. To return the Key under the conditions indicated in article 5.4. and uninstalls related software, under article 1.2., at any time, within the agreed deadline, without prior notice, if the necessity for which has been borrowed ceases or at the request of the Bailer, within 10 days after this;

Art. 5.9. To transmit to the Bailer the Key, whenever needed for adding or updating the digital certificates.

6. DURATION OF THE AGREEMENT

Art. 6.1. This agreement is valid as long as the Bailee is registered as a participant in any of the centralized electricity markets administered by OPCOM, as set out in the Annex to this Agreement.

7. THE WORKING ORDER GUARANTEE

Art. 7.1. Within 30 days of signing this Agreement, the Bailee has the obligation to constitute a working order guarantee in the amount of 750 lei, that will be maintained throughout the period of the Agreement validity;

Art. 7.2. The Bailee will pay the amount of the working order guarantee in cash, to the Bailer at cash desk or through bank transfer to the account indicated by the Bailer;

Art. 7.3. The Bailer has the right to execute the working order guarantee without any other notification, if the Bailee does not return the borrowed Key according to art. 5.4. in the cases referred to in article 5.7. and 5.8.;

Art. 7.4. The Bailer will refund the working order guarantee within 20 working days of the date from the termination date of the Agreement, unless he has previously raised claims on it.

8. ASSUMPTION OF RISKS

Art. 8.1. The Bailee is responsible for damage, in whole or in part or for loss of the Key, unless he proves that the damage or loss was accidental or that the damage or loss is consequence of the its usage according to its indicated purpose in this Agreement and without fault on his part according to art. 2149 – 2150 of the New Civil Code.

9. TERMINATION OF THE AGREEMENT

Art. 9.1. This Agreement shall be terminated in the following cases:

- (i) by right, if the Bailee is not a participant any more in any of the centralized electricity markets managed by OPCOM S.A., according to Annex;
- (ii) through unilateral termination by Bailer with prior written notice with 20 days before;
- (iii) through written consent of both Parties.

10. APPLICABLE LAW AND JURISDICTION

Art. 10.1. The applicable law of this Agreement is the Romanian law.

Art. 10.2. Any dispute or litigation arising from or relating to this Agreement, including its validity, interpretation, execution or its termination shall be solved within a period not exceeding 30 calendar days as of date of notification of the dispute and/or litigation.

Art. 10.3. If the dispute or litigation arisen cannot be solved amiable, then it will be solved by the competent courts.

11. FINAL PROVISIONS

Art. 11.1. Any notice, request, communication or information in connection with this Agreement will be made in writing and will be brought to the attention of the other Party via fax or by registered letter with acknowledgement of receipt, the other party being considered that he is aware of their contents as follows:

- if the notification was made by fax, when the transmission takes place in a working day until 16:00 (Romania time) it will be deemed notified on that date and if it takes place after 16:00 (Romania time) it will be deemed notified the next day; when the transmission takes place in a non-working day, it will be deemed notified on the first following working day;
- if the notification was made by registered letter with acknowledgment of receipt, it will be deemed notified on the date of receipt by the other Party written on the acknowledgement of receipt.

Art. 11.2. Any changes to this Agreement will not take effect and will not be valid unless it is made in writing, by concluding an amendment signed by and on behalf of parties;

Art. 11.3. The provisions of the Agreement shall be completed with the provisions of art. 2146 – 2157 in the new Civil Code, which regulates the Bailment Agreement;

Art. 11.4. This Agreement enter into force on the date of its signature by both parties.

12. FORCE MAJEURE

Art. 12.1. The force majeure secure from any liability the party that invoke it under the law.

This Agreement was signed in 2 (two) copies, one for each side.

BAILER

CEO

Victor IONESCU

CFO

Silvia FEDIUC

D.T.D.T.S. Manager

Luminița LUPULUI

D.T.T.C. Manager

Rodica POPA

D.I.T. Manager

Remus BÂRSĂNESCU

BAILEE

Representative of the Bailee

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ANNEX
to the BAILMENT AGREEMENT (loan of use)

No.	Centralized market	Date of registration at the market	The termination date of registration at the market	Signature of the market operator	Authorized signature for the Bailee

Note:

Annex shall be sent to the Bailee every time when it changes.

BAILEE

Representative of the Bailee