



SOCIETATE COMERCIALĂ PE ACȚIUNI

ELECTROMAGNETICA S.A.

SALES SPECIFICATION

ELECTRIC VEHICLE CHARGING STATIONS

LOT I AND/OR LOT II

Date: July 2026

These Specifications establish the principles, conditions and manner in which the sale of electric vehicle charging stations owned by **ELECTROMAGNETICA S.A.** is to take place.

Chapter I - Tender Announcement

ELECTROMAGNETICA S.A., headquartered in 266-268 Calea Rahovei Street, Bucharest, sector 5, registered with the Trade Register under no. J1991000019408, having CUI RO 414118, (hereinafter referred to as the "Seller" or "ELECTROMAGNETICA S.A."), organizes between August 05, 2026 and September 30, 2026, at 11:00 a.m. at the address in Bucharest, Calea Rahovei, nr. 266-268, Bucharest, Sector 5, Competitive Auction opened with call (the "Auction") for **the sale of electric vehicle charging stations Lot I and/or Lot II (hereinafter referred to as Goods)**, which will be the subject of an Auction session that will be publicly announced through the newspaper, the company's website and the BVB report.

The sale is made for **the electric vehicle charging stations Lot I and/or Lot II**, according to the details presented in Chapter II, sale of the entire Lot, not fractional.

Romanian or foreign individuals and/or legal entities may present at the Auction meeting who prove that they meet the requirements set out in the Auction Organization and Conduct Regulations ("Auction Regulations"). A Specification containing the presentation of the electric vehicle charging stations and the Tender Regulations is made available to the participants. They are available on the website of ELECTROMAGNETICA S.A., at <https://electromagnetica.ro/anunturi-licitatii-vanzari>.

The starting price of the Auction for **the electric vehicle charging stations** subject to the Auction is:

LOT I

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140216

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140215

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140211

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140207

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140199

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380011

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod R50CCSCHAT2S32 series V17130-001

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380012

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380014

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380019

Starting price – **50,000 lei**

VAT is applied according to the legal provisions.

*The stations are located in the network of Gazprom gas stations:

- Gazprom - Arad 2
- Gazprom - Caldaruseanca
- Gazprom - A1 Bucharest Pitesti km 60
- Gazprom - Clinceni
- Gazprom - Cluj 1
- Gazprom - Oradea 1
- Gazprom - Oradea 3
- Gazprom - Arad 3
- Gazprom - Vestem, Sibiu
- Gazprom - Otopeni

LOT II

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380018

Starting price – **5,000 lei**

VAT is applied according to the legal provisions.

*The station is located in the RST gas station in Târgoviște.

The guarantee of participation in the Auction for LOT I is 25,000 lei.

The participation fee for the Auction for LOT I, in the amount of 2,500 lei, is non-refundable.

The guarantee of participation in the Auction for LOT II is 2,500 lei.

The participation fee for the Auction for LOT II in the amount of 500 lei is non-refundable.

The period of the Auction will include the following stages:

- ✓ Publication of the Auction Notice on the website of ELECTROMAGNETICA S.A. and at least in one newspaper;
- ✓ Publication on the website of ELECTROMAGNETICA S.A. of the Tender Specifications, the Tender Regulations and other relevant information related to the Goods and/or the Auction and any updates thereto;
- ✓ The period of clarifications, verification of qualification documents, lasts until the deadline for submitting the qualification documentation.

The answers to the clarifications will be posted on the website of ELECTROMAGNETICA S.A., at <https://electromagnetica.ro/anunturi-licitatii-vanzari>.

Chapter II.1.1 Description of the goods subject to the auction

- Charging stations are identified in Chapter 1.

The assets are sold in the condition in which they are found, on Lots in full, not fractionally.

Chapter II.2 – Starting price of the Auction

The starting price of the Auction for LOT I is 50,000 lei.

The starting price of the Auction for LOT II is 5,000 lei.

The stations are sold in the state in which they are, in block according to the Lots to which they belong, and no bids can be submitted for the partial purchase.

Chapter III. Participants and documents required for the qualification of bidders

Any natural or legal person, Romanian or foreign, who cumulatively meets the following conditions, has the right to participate in the Auction:

- paid the participation fee for the Auction (2,500 lei/500 lei), including the participation guarantee (25,000 lei for Lot I and/or 2,500 lei for Lot II);
- submitted the application for participation in the Tender, together with all the documents requested in the Tender Specifications, within the deadline provided in the Tender Specifications;
- has fulfilled all payment obligations due to ELECTROMAGNETICA S.A.;
- is not in a state of insolvency, bankruptcy or liquidation.

In order to participate in the Auction, the documents provided below must be submitted on the following deadlines, at the address mentioned in the Auction Regulations (ELECTROMAGNETICA S.A. headquarters or licitatii@electromagnetica.ro email address).

For participation in the Auction, the following documents will be submitted, by the deadline specified below, to the address mentioned in the Auction Regulations (headquarters of ELECTROMAGNETICA S.A. or e-mail address licitatii@electromagnetica.ro), namely:

Date and time of the Auction meeting	Deadline for submission of documents	Deadline for setting up a participation guarantee
05 August 2026, 11.00 a.m.	03 August 2026, 11.00 a.m.	03 August 2026, 11.00 a.m.
12 August 2026, 11.00 am	10 August 2026, 11.00 a.m.	10 August 2026, 11.00 a.m.
19 August 2026, 11.00 a.m.	17 August 2026, 11.00 a.m.	17 August 2026, 11.00 a.m.
26 August 2026, 11.00 a.m.	24 August 2026, 11.00 a.m.	24 August 2026, 11.00 a.m.
02 September 2026, 11.00 am	31 August 2026, 11.00 a.m.	31 August 2026, 11.00 a.m.
09 September 2026, 11.00 a.m.	07 September 2026, 11.00 a.m.	07 September 2026, 11.00 a.m.
September 16, 2026, 11.00 a.m.	September 14, 2026, 11.00 a.m.	September 14, 2026, 11.00 a.m.
September 23, 2026, 11.00 a.m.	September 21, 2026, 11.00 a.m.	September 21, 2026, 11.00 a.m.
September 30, 2026, 11.00 a.m.	September 28, 2026, 11.00 a.m.	September 28, 2026, 11.00 a.m.

The individual bidder:

- 1) Copy of the identity document (and original for identification) and special notarial power of attorney, in case of representation by proxy; the bidder will present the original of the identity document when participating in the auction meeting;
- 2) Proof of payment of the guarantee for participation in the Auction (in original if it was paid by cash deposit at the bank's cashier);
- 3) Declaration - agreement on the processing of personal data (GDPR) (model Annex 3.1 of the Tender Specifications);
- 4) Affidavit (model Annex 2.1 of the Tender Specifications);
- 5) Proof of payment of the auction participation fee;
- 6) The application for participation in the auction and the bid submitted in a sealed envelope that includes the declaration of acceptance and express and irrevocable assumption of the (special) contractual conditions proposed by the draft Sale-Purchase Contract (Annex 4 to the Tender Specifications);
- 7) Know your customers form (Annex 4.2 to the Tender Specifications);
- 8) Declaration of the natural persons regarding the status of publicly exposed person (Annex 5);
- 10) Declaration of identity of the beneficial owner (Annex 6).

The legal person bidder:

- 1) Power of attorney for the representatives of legal entities for the Auction (in original) based on the Decision of the General Meeting of Shareholders / Decision of the Sole Shareholder, as presented below; The special power of attorney signed by the representatives with full powers, issued in authentic notarial form if the legal person is represented by a person other than the legal representative; (in original);
- 2) BI/CI, within the validity period, of the representative (and of the person who was empowered);
- 3) Certificate of ascertainment issued by the Trade Register Office (not older than 30 calendar days) showing that there are no mentions regarding the application of Law no. 85/2014 on insolvency prevention and insolvency procedures (in original);
- 4) Proof of payment of the guarantee for participation in the Auction (in original if it was paid by cash deposit through the bank's cashier);
- 5) Declaration - agreement on the processing of personal data (GDPR) (model Annex 3.2 of the Tender Specifications);
- 6) Affidavit (model Annex 2.2 of the Tender Specifications);
- 7) The application for participation in the tender and the offer submitted in a sealed envelope that includes the declaration of acceptance and express and irrevocable assumption of the contractual (special) conditions proposed by the draft Sale-Purchase Agreement (Annex 4 to the Tender Specifications);
- 8) Proof of payment of the Auction participation fee;
- 9) Know your customer form (Annex 4.3);
- 10) Declaration of the natural persons (legal representative/representative) regarding the status of publicly exposed person (Annex 5);
- 11) Declaration of identity of the beneficial owner (Annex 6).

The following documents are required for representation:

In the case of the legal person represented by the company's administrator:

- **if he has full powers** , a recent ORC extract (not older than 30 calendar days from the date of submission) is sufficient, which shows the quality of legal representative of the legal entity. A declaration of the principal company shall also be submitted stating that the company's administrator has full, unlimited powers to represent the company and that the principal company assumes responsibility for all acts of the trustee, for overbidding and overbidding.
- **if the company's administrator does not have full powers**, he/she may submit a special power of attorney of representation on behalf of the company, signed by the representatives with full powers or a recent ORC extract (not older than 30 calendar days from the date of submission), accompanied by a decision of the General Shareholders' Meeting empowering the company's administrator, which will contain at least the object of the Auction in which he/she participates and the limits of his/her mandate. A declaration of the principal company shall also be submitted stating that the company assumes responsibility for all acts of the trustee, including overbidding and overbidding.
- **In the case of a representative other than the legal representative**, the special power of attorney signed by the representatives with full powers shall be submitted, as well as the proof of the full powers of the signatory of the power of attorney. The special power of

attorney will contain the mention that the principal assumes responsibility for all the acts of the agent, including overbidding and overbidding.

The Auction Organizer reserves the right to request additional documents to prove representation.

For foreigners, all these documents will be accompanied by a legalized translation into Romanian.

The guarantee of participation in the Auction for LOT I is 25,000 lei.

The guarantee of participation in the Auction for LOT II is 2,500 lei.

Recap:

LOT I

Starting price Lei without VAT	Step Auction Lei without VAT	Participation guarantee Lei without VAT	Participation fee Lei without VAT
50.000	1.000	25.000	2.500

LOT II

Starting price Lei without VAT	Step Auction Lei without VAT	Participation guarantee Lei without VAT	Participation fee Lei without VAT
5.000	500	2.500	500

The absence of any of the documents listed above or their presentation in violation of the conditions mentioned above, by the deadline for submission of documents for individuals or legal entities, entails automatic disqualification (exclusion) from participation in the Auction and exclusion of the bid.

The process of selling electric **vehicle charging stations** will comprise two stages:

1. Designation of the successful bidder/buyer of **the LOT I and/or LOT II** electric vehicle charging stations.
2. Conclusion of the Sale-Purchase Contract.

The persons who are part of the management of ELECTROMAGNETICA S.A. and the persons with decision-making positions within ELECTROMAGNETICA S.A., involved in the sale procedure, in consideration of which the bidders must evaluate and declare the non-existence of the conflict of interest are the following:

1. Daniela-Adi Cucu, Sorin-Iulian Cioacă, Cristina-Gabriela Gagea, Mihai Trifu, Mihai Zoescu – members of the Board of Directors,
2. Mihai Odoviciuc – President, Chirilov Cristina Mirela and Stanciu Rareș Florentin – members of the Auction Commission.

Chapter IV. Contractual clauses

In order to transfer the ownership of the **electric vehicle charging stations Lot I and/or Lot II**, the related Sale-Purchase contract ("Sale-Purchase Agreement", in the form annexed to this Specifications, as Annex 4.1) will be concluded.

The price will be paid in full until the date of signing the Sale-Purchase Agreement. Each of the bidders has the obligation to independently carry out, on their own account and on their own responsibility, an analysis of any mandatory legal conditions for the valid conclusion of the Sale-Purchase Agreement and the transfer of ownership of the Goods. If the fulfillment of such conditions proves necessary, the Sale-Purchase Agreement will be amended exclusively to the extent necessary to reflect the obligation to meet these conditions, to the full satisfaction of the Seller.

The parties will conclude the Sale-Purchase contract within 10 working days from the signing of the award report, and the transfer of ownership over **the electric vehicle charging stations Lot I and/or Lot II** will be made on the date of payment of the full price. The parties will conclude the Sale-Purchase Agreement within 10 working days from the signing of the award report.

Potential bidders have the right to inspect and investigate electric vehicle charging stations, under the conditions of this Tender Specifications and the Regulation, and agree to purchase electric vehicle charging stations in their state, on an "as is" basis, assuming this situation, as well as the obligations imposed in this Tender Specification.

All costs related to further investigation and/or expert reports are borne by the bidder.

The Sale-Purchase Agreement will be signed with the successful bidder, based on the approval decisions of the competent management bodies of the successful bidder, as the case may be, and of ELECTROMAGNETICA S.A.

Chapter V. Guarantee of participation in the Auction

In order to protect the seller from the risk of inappropriate behavior of the auctioneer during the Auction and until the conclusion of the Sale-Purchase contract, ELECTROMAGNETICA S.A. requests a guarantee of participation in the Auction ("Guarantee"), under the following conditions:

LOT I

Warranty Conditions	
Amount	25,000 lei, VAT not being included and applied according to the legal provisions.

Submission Deadline	2 working days before the date of the Auction meeting, according to Chapter III
Warranty Refund	At the written request of the participants in the Auction (except for the successful bidder). The guarantee is refunded starting with the first working day following the resolution of the appeals or after the expiry of the deadline provided in the documentation for submitting appeals, if no appeals are registered. In the case of the successful bidder, the Guarantee is considered as an advance from the sale price and is deducted from the amount due for the sale of electric vehicle charging stations .
Loss of warranty	The warranty is lost if: <ul style="list-style-type: none"> ▪ the bidder/bidder did not show up at the Auction and/or, although it did show up, did not offer at least the starting price for that Auction; ▪ the bidder/bidder who won the Auction does not sign, for any reason, the Sale-Purchase contract, or does not pay, for any reason, the value of the electric vehicle charging stations within the term established by the Tender Specifications and the Auction Regulations; ▪ the winning bidder/bidder revokes the bid after the award; ▪ other cases provided for in these Tender Specifications or the Sales Regulations.

The guarantee for participation in the Auction for LOT I in the amount of 40,000 lei is deposited by bank transfer to the IBAN RO93BTRLRONCRT0317847001 account, opened by ELECTROMAGNETICA S.A. at Banca Transilvania, by payment order.

LOT II

Warranty Conditions	
Amount	2,500 lei, VAT not being included and applied according to the legal provisions.
Submission Deadline	2 working days before the date of the Auction meeting, according to Chapter III
Warranty Refund	At the written request of the participants in the Auction (except for the successful bidder). The guarantee is refunded starting with the first working day following the resolution of the appeals or after the expiry of the deadline provided in the documentation for submitting appeals, if no appeals are registered.

	In the case of the successful bidder, the Guarantee is considered as an advance from the sale price and is deducted from the amount due for the sale of electric vehicle charging stations .
Loss of warranty	The warranty is lost if: <ul style="list-style-type: none"> ▪ the bidder/bidder did not show up at the Auction and/or, although it did show up, did not offer at least the starting price for that Auction; ▪ the bidder/bidder who won the Auction does not sign, for any reason, the Sale-Purchase contract, or does not pay, for any reason, the value of the electric vehicle charging stations within the term established by the Tender Specifications and the Auction Regulations; ▪ the winning bidder/bidder revokes the bid after the award; ▪ other cases provided for in these Tender Specifications or the Sales Regulations.

The guarantee for participation in the Auction for LOT II in the amount of 2,500 lei is deposited by bank transfer to the IBAN RO93BTRLRONCRT0317847001 account, opened by ELECTROMAGNETICA S.A. at Banca Transilvania, by payment order.

Bidders declare that they participate in the Auction in full knowledge of the facts and know that each Bid is unconditional, irrevocable and unrestricted. Through the bidding operation, the bidder:

- **fully accepts these Tender Specifications and the Tender Regulations, including the Sale-Purchase Agreement (Annex 4.1. of the Tender Specifications);**
- **undertakes to purchase the Auction Object at the price it has offered, under the conditions of this Tender Specifications and the Auction Regulations;**
- **undertakes to bear, if necessary, the costs of deploying, charging and transporting electric vehicle charging stations.**

The successful bidder of the Auction Object will sign on the date of the Auction the "Adjudication Report" of the Auction for the awarded LOT and will pay the price within the established term. Otherwise, the guarantee of participation in the Auction will be retained, as damages, in the patrimony of ELECTROMAGNETICA S.A.

All potential buyers, Romanian or foreign individuals or legal entities, who comply with the provisions of this Tender Specifications and the Tender Regulations and whose documentation has been declared compliant, have unrestricted access to the Auction meeting.

In order to participate in the Auction, potential entitled buyers will be notified no later than 12:00 on the day prior to the Auction. The notification will be made by email, to the address indicated by the respective potential buyer.

Chapter VI – How the Auction is conducted

(1) The auction shall be held on the date, place and time indicated in the announcement.

(2) The auction shall be conducted in one or more bidding stages, under the conditions established in the Auction Regulations.

(3) The identification and qualification of the participants in the Auction shall be made according to the conditions of participation and the "Qualification Documents" (mentioned above).

(4) It is mandatory that all Bidders present offer at least the starting price of the Auction for the respective lot. By registering and participating in the Auction, it is considered that the bidder(s) offers the starting price of the Auction for the respective lot. The Auction shall also be held in the presence of a single bidder, who is deemed to bid at least the starting price of the Auction for that lot by participating in the Auction.

The auction is coordinated by an Auction Commission with the following attributions:

- conducts the Tender meetings, in accordance with the provisions of the Tender Specifications and the Tender Regulations;
- verifies and analyzes participants' documents;
- draw up the list of accepted participants, excluding from participation those who do not meet the conditions;
- announces the conduct of the Auction, clarifying any doubts;
- announces the starting price of the Auction; the bidders announce by shouting and picking up the participation slip, a price equal to the one announced by the organizer or a price better than the starting price of the Auction, in accordance with the Auction Regulations;
- establishes the tiebreaker of the bidders, at equal price offers, in accordance with the provisions of the Auction Regulations;
- announces the winner of the Auction, declares the Auction meeting closed, draws up the auction minutes signed by the members of the Auction commission and the participants in the Auction;
- resolves any disputes regarding the result of the Auction within 5 working days from the date of their submission to the Seller.

Appeals regarding the result of the Auction can be submitted to the organizer's headquarters, where the Auction took place, within a maximum of 2 working days from the date of award, with the explicit presentation of the arguments based on documents. The annulment of the sale procedure is not contested.

The minutes of the Auction will include:

- a. the Announcement, the Tender Specifications and the Tender Regulations (as annexes);
- b. List of bidders;
- c. The criteria for evaluating the bids in compliance with the provisions of the Tender Regulations;
- d. The steps of the process/the prices called by the bidders and the result of the Auction, with the indication of the winner for each lot;
- e. Agreements for the processing of personal data signed by all bidders (as annexes);
- f. The particulars, as the case may be, provided for in the Regulation.

Chapter VII. Conditions for participation in the Auction

In order to participate in the Auction, bidders must meet the following conditions:

- a. to provide the Guarantee and submit all required documents;
- b. to be declared qualified, based on the required qualification documents.

The Announcement, the Tender Regulations and the Tender Specifications for the Auction will be posted on the website of ELECTROMAGNETICA S.A., at <https://electromagnetica.ro/anunturi-licitatii-vanzari>.

Chapter VIII. Bid evaluation criterion

Bid evaluation criterion: in accordance with the provisions of the Tender Regulations.

Chapter IX. Other details

The final decision on the sale **of the LOT I and LOT II electric vehicle charging stations** to the winners of the Auction will be taken by the management bodies of ELECTROMAGNETICA S.A., according to the decision-making powers, within a maximum of 2 (two) working days from the date of resolution of the appeals or the expiry of the date of submission of the appeals. The Sale-Purchase Agreement will be signed with the successful bidder within 10 working days from the date of signing the award report.

ELECTROMAGNETICA S.A. will ensure the necessary conditions for the transparency of the Auction process for the sale **of the electric vehicle charging stations Lot I and Lot II**, by setting up a section on www.electromagnetica.ro's own website, called announcements-auctions-sales.

Chapter X. Cancellation of the auction

The advertisement for the organization of the Auction, as well as the completion of the stages of the Auction, does not create the obligation for ELECTROMAGNETICA S.A. to carry out the respective sale or to conclude the Sale-Purchase Agreement.

ELECTROMAGNETICA S.A. may cancel/terminate the sale procedure at any time until the moment of signing the award report, without any obligation to inform the bidders of the reasons that determined the cancellation of the sale procedure, but it will communicate the cancellation decision in writing to all participating bidders and will fully return the participation guarantees.

In the event that the cancellation of the Auction is made after the award, because the winning bidder does not conclude the Sale-Purchase contract within the agreed term, ELECTROMAGNETICA S.A. will retain the Guarantee of the winning bidder to cover the damage created by the failure to conclude the Sale-Purchase contract.

Chapter XI – Appeals and disputes

The appeals will concern only the result of the Auction and can be submitted to the headquarters of ELECTROMAGNETICA S.A. within a maximum of 2 (two) working days from the date of conclusion of the Auction Award Report and must include all the reasons that were the subject of the appeal with the explicit presentation of the arguments based on documents.

The contesting bidder will receive a written response to the appeal submitted within a maximum of 5 (five) working days from the date of registration of the appeal. Only appeals registered within

the aforementioned deadline will be taken into account and only for reasons related to the outcome of the Auction.

Bidders who have not bid, who have withdrawn, who have lost or withdrawn their participation guarantee during the validity period of the guarantee will not be able to appeal based on the above provisions.

Chapter XII. Conclusion of the Sale-Purchase Agreement

The contract is concluded within 10 working days from the date of signing the award report with each successful bidder, in compliance with the provisions and conditions of Chapter IV above. The seller will inform the successful bidder within 2 working days from the date of resolution of the appeals or the expiry of the date of submission of appeals regarding the date of signing the Sale-Purchase contract.

The transfer of ownership of **the electric vehicle charging stations Lot I and Lot II** will be made at the time of full payment of the award price.

The deposited guarantee is retained by ELECTROMAGNETICA S.A. as an advance from the sale price and is deducted from the amount due for the sale of **the Lot I and Lot II electric vehicle charging stations**.

If the successful bidder fails to appear for the signing of the Sale-Purchase Agreement within 10 working days from the date of signing the award report, on the date and place indicated by the seller or, although he or she presents himself, refuses to sign the Sale-Purchase Agreement and/or any documents necessary to give full effect to the transaction envisaged by the Sale-Purchase Agreement, he loses the quality of successful bidder and the guarantee. In this case, ELECTROMAGNETICA S.A. has the right, at its choice, to:

- invites qualified bidders to the Auction, in descending order of ranking, in order to conclude the Sale-Purchase Agreement, but who meet the price conditions requested by ELECTROMAGNETICA S.A. In this case, the term of validity of the Guarantee and the Offer will be extended or, for the bidders who have requested and received the Guarantee back, its constitution will be renewed;
- cancel the Auction and resume the sale procedure.

The auctioneer declared the winner is obliged, under penalty of losing the Guarantee, to pay in full the awarded price within the agreed term, according to the method established in the Sale-Purchase Agreement.

By participating in the Tender, the bidders have acknowledged and fully accept the conditions for its conduct mentioned in this Tender Specifications, which comprises 37 pages.

This Tender Specifications are completed with the Tender Regulations, as well as with other annexes.

Additional information can be obtained at the telephone number 021 4042102, contact person Mihai Odoviciuc and at the email address – licitatii@electromagnetica.ro.

Annex 2.1 to the Tender Specifications

Model declaration on own responsibility of the participant

The undersigned (a) (name/surname of the bidder natural person), residing in, identified with the serial ID number..... No..... issued by On, I submit this

STATEMENT

by which I declare on my own responsibility, knowing the provisions of the Criminal Code regarding false statements, that,

(i) as a Bidder, we meet the conditions for participation in the Auction and that we are NOT in any of the following situations nor is there any basis for such actions to be taken against the Bidder and/or legal representative(s) until the completion of the Auction:

a. is not on international sanctions lists;

b. the bidder and the legal representative(s) are not in conflict of interest with persons who are part of the management of ELECTROMAGNETICA S.A. and with persons with decision-making positions within ELECTROMAGNETICA S.A., involved in the sale procedure,

(ii) the provisions of the Tender Specifications and the Tender Regulations are enforceable and binding on me and I fully assume them.

(iii) I ensure my presence at the Auction on the date and time established by the announcement and that I offer at least the starting price of the respective Auction.

(iv) the financial means related to the payment of the price come from lawful means.

(v) we have had the opportunity to inspect the goods described in the Tender Specifications, to verify the information presented in the Tender Specifications and declare that we have no objection to the goods put up for auction.

(vi) based on this possibility offered by inspecting the Goods, by registering for the sale procedure we assume their physical and legal status and we understand to award on the principle "**as they are, where they are**".

(name of the bidder).....

(Name and surname)

..... (signature)

Date:(date of signature of the declaration)

Annex 2.2. to the Specification

Model declaration on own responsibility of the participant

Undersigned, (name of the Bidder legal person/PFA/PFA Form of association), based in registered in the Trade Register/other relevant public register under no. J.../...../....., having CUI, tel., represented by, as (the quality held within the Bidder is completed), I submit to you the present

STATEMENT

by which I declare on my own responsibility, knowing the provisions of the Criminal Code regarding false statements, that,

(i) as a Bidder, we meet the conditions for participation in the Auction and that we are NOT in any of the following situations nor is there any basis for such actions to be taken against the Bidder and/or legal representative(s) until the completion of the Auction:

a. is not on international sanctions lists;

b. is not in the procedure of judicial reorganization, judicial or administrative liquidation or bankruptcy on the date of submission/opening of the offer,

c. is not subject to a legal procedure for its declaration in one of the situations set out above,

d. the bidder and the legal representative(s) are not in conflict of interest with persons who are part of the management of ELECTROMAGNETICA S.A. and with persons with decision-making positions within ELECTROMAGNETICA S.A., involved in the sale procedure,

(ii) the provisions of the Tender Specifications and the Tender Regulations are enforceable and binding on me and I fully assume them.

(iii) I ensure my presence at the Auction on the date and time established by the announcement and that I offer at least the starting price of the respective Auction.

(iv) the financial means related to the payment of the price come from lawful means.

(v) we have had the opportunity to inspect the goods described in the Tender Specifications, to verify the information presented in the Tender Specifications and declare that we have no objection to the goods put up for auction.

(vi) based on this possibility offered by inspecting the goods, by registering in the sale procedure we assume their physical and legal condition and we understand to award on the principle "**as they are, where they are**".

(Name of Bidder)

(Name and surname, capacity of the Bidder's representative)

..... (signature)

Date: (date of signing the declaration)

Annex 3.1 to the Tender Specifications

Model agreement for the processing of personal data

DECLARATION - AGREEMENT REGARDING THE PROCESSING OF PERSONAL DATA

Having regard to the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the undersigned,

I hereby declare that I have been informed about and agree to the personal data processing activities carried out within the sales procedures organized by ELECTROMAGNETICA S.A.

In the case of personal data provided by ELECTROMAGNETICA S.A. in order to participate in the Public Auction organized by the company, I declare that I have informed the data subjects whose data have been transmitted, regarding their disclosure to ELECTROMAGNETICA S.A.

I have been informed that the processing of the personal data requested within the Auction procedures is necessary in order to assess eligibility, comply with the conditions imposed by the Tender Specifications, designate the winner of the Auction, conclude and carry out the Sale-purchase Contract, and I understand that the failure to provide and process the requested personal data may lead to the disqualification of the participant.

Bidder:

Date:

Signature:

Annex 3.2 to the Tender Specifications

Model agreement for the processing of personal data

DECLARATION - AGREEMENT REGARDING THE PROCESSING OF PERSONAL DATA

Having regard to the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the undersigned, having the function of and representing

I hereby declare that I have been informed about and agree to the personal data processing activities carried out within the sales procedures organized by ELECTROMAGNETICA S.A.

In the case of personal data provided by ELECTROMAGNETICA S.A. in order to participate in the Public Auction organized by the company, I declare that I have informed the data subjects whose data have been transmitted, regarding their disclosure to ELECTROMAGNETICA S.A.

I have been informed that the processing of the personal data requested within the Auction procedures is necessary in order to assess eligibility, comply with the conditions imposed by the Tender Specifications, designate the winner of the Auction, conclude the Sale-Purchase Agreement and I understand that the failure to provide and process the requested personal data may lead to the disqualification of the participant.

Bidder:

Date:

Signature:

Quality:

Annex 4.1 to the Tender Specifications

CONTRACT OF SALE - PURCHASE

I. PARTIES TO THE CONTRACT:

1. SELLER:

ELECTROMAGNETICA S.A., with registered office in Bucharest, 266-268 Calea Rahovei Street, sector 5, having the unique registration code RO 414118, registered with the Trade Register Office under number J1991000019408, represented by Ștefan George Alin, acting as General Manager, mandated by the Board of Directors meeting in the meeting of .. ----- 2025 hereinafter referred to hereinafter as the **Seller**.

2. BUYER:

[●], a company [●], incorporated and operating in accordance with the laws of [●], with its registered office in [●], registered with the Trade Register under no. [●], unique registration code [●], duly represented by [●], as [●]

OR

[●], citizen [●], domiciled in [●], identified with identity card / passport [●], issued by [●] on [●] valid until [●], personal identification number [●]

hereinafter referred to, in the content of this document, **the Buyer**, who was declared the successful bidder in the Open Auction with a call on, based on the purchase offer drawn up in response to the sale offer made public:

- by the announcement published on the website of Electromagnetica S.A. on,
- by publishing the current Report on the
- by publishing the current Report at the FSA on
- by publishing on the website of Electromagnetica S.A. under the heading Investors/Current Reports on
- in the newspaper *Adevarul* in on
- in *Financial Intelligence* (online version) from on

II. OBJECT OF THE CONTRACT:

1.1. In accordance with the _____ Decision of **ELECTROMAGNETICA S.A.** and the Minutes of the auction number _____, dated _____, the seller, **ELECTROMAGNETICA S.A.** declares that it sells to the buyer..... **The Goods consisting of ELECTRIC VEHICLE CHARGING STATIONS LOT I/LOT II and the buyer declares that he is purchasing the Goods.**

The goods are described as follows:

LOT I

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140216

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140215

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140211

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140207

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 23140199

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380011

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod R50CCSCHAT2S32 series V17130-001

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380012

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380014

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380019.

OR LOT II

FAST CHARGING STATION FOR ELECTRIC VEHICLES DC 50KW/AC 22 KW

Cod RS82075-BCBADB serie 21380018

1.2. The seller declares, under the sanctions provided by Article 326 of the Criminal Code regarding false statements, the following:

- I am the owner of the Goods, which is the subject of this act,

III. PRICE AND METHOD OF PAYMENT

3.1. The firm price established by the parties is in the total amount of _____, to which is added the VAT in the amount of _____ and was paid into the bank account with IBAN code **RO93BTRLRONCRT0317847001**, opened in the name of the seller, at Banca Transilvania, by payment order, as follows:

- sum of it was paid into the bank account with IBAN code **RO93BTRLRONCRT0317847001**, opened in the name of the seller, at Banca Transilvania, by payment order, on, representing the participation guarantee;

- sum of was paid into the bank account with an IBAN code **RO93BTRLRONCRT0317847001** opened in the name of the seller, at Banca Transilvania, by payment order, on, representing the difference up to the value of

3.2. The parties declare that the price is honest and has not been fictitiously fixed.

IV. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES:

1. The seller, through an agent/representative, declares:

1.1. I agree to sell the Goods that are the subject of this document at the agreed price, collected in the above-mentioned manner and declare that I am the real beneficiary of this price.

1.2. They transfer ownership of the goods described above to the buyer, with all its attributes, starting from the date of payment of the price of the goods sold.

1.3. I undertake to ensure the buyer the quiet use of the goods sold, understanding to guarantee him for total or partial eviction, resulting from personal acts or from the act of a third party, under the conditions of Article 1695 of the Civil Code;

1.4. ELECTROMAGNETICA S.A. is not subject to the procedure regulated by Law No. 85/2006 or No. 85/2014, regarding insolvency prevention and insolvency procedures.

1.5. I, [●], declare on my own responsibility under the sanctions provided by art. 326 of the Criminal Code, that I have the quality of [●] of **ELECTROMAGNETICA S.A.** and there was no act ordering the limitation of the duties exercised in this capacity within the company.

2. The buyer, through an agent/representative, declares:

2.1. I agree to purchase the goods at the agreed price, paid in the above-mentioned manner.

2.2. I agree that the delivery of the goods, i.e. the provision of the assets to the buyer for the free and unrestricted exercise of possession, shall be carried out within 5 working days from the date of signing this contract and I have become aware of the fact that the seller is the owner of the things sold.

2.3. I declare on my own responsibility, under the sanctions provided by art. 326 of the Criminal Code, that we are unmarried and I have become aware of the provisions of the Civil Code regarding the regime of assets acquired during marriage under the regime of the legal community of property

OR

I, _____, as a representative for the _____, declare on my own responsibility under the sanctions provided by art. 326 of the Criminal Code, that I am not aware that the power of attorney has been revoked or that the principal has died.

2.4. The provisions of Law no. 151/2015 on the insolvency procedure of natural persons are not applicable to me and I am not registered as a debtor in this procedure.

2.5. I fulfilled the obligation to check the condition of the goods at the time of delivery in order to discover the apparent defects, defects that were not observed.

2.6. I declare that I have carried out my own investigation on the Goods, I have verified the information, data, documents made available in the Tender Specifications and I have been allowed access to carry out the examinations that I considered necessary to know the situation of the Goods.

2.7. I expressly confirm that in entering into this Agreement I did not rely on or be determined by any representation or warranty of the Seller, except as provided in this Agreement.

2.8. I declare that I have received and had full access to all documents, data and information regarding the condition of the Goods, that I have had the opportunity to verify its functionality through my own investigations and expertise, evaluating all legal, economic, financial and environmental consequences, arising from the performance of the clauses of this contract.

2.9. I confirm that I have received from the seller the information regarding the Goods, I have had access to the documents, studies, information related to these goods in order to carry out all the investigations and expertise that I considered necessary to assess the legal consequences arising from the conclusion of the contract.

V. OTHER CLAUSES:

1. We, the contracting parties, declare on our own responsibility that we are not in any of the situations provided for by the Civil Code that would cause the inability to sell or buy.

3. We, the Contracting Parties, declare that we have become aware of the provisions of Law No. 70/2015 on the strengthening of financial discipline on cash collection and payment operations and for amending and supplementing the Government Emergency Ordinance No. 193/2002 on the introduction of modern payment systems and the provisions of Law No. 129/2019 on the prevention and sanctioning of money laundering and declare that the sale price is the one shown above.

4.Shipping: The Seller is exonerated and shall not be held liable for any damage resulting from acts, facts or events that have been disclosed under this contract, the Tender Specifications from which he could have been known by the Buyer during the conduct of his own investigation only on the basis of the documents and information to which he had access during visits or meetings with the Seller.

Annex 4.2 to the Tender Specifications

Know-your-customer form (legal entity)

Dear Sir/Madam,

Taking into account the regulations on international sanctions/prevention of money laundering and terrorist financing, we are obliged to carry out certain checks in each particular case, regardless of whether or not there are suspicions of such activities.

Therefore, please fill out this form and confirm the accuracy of the information by your signature. If you have any questions about the form, we are at your disposal.

In case of any changes that occurred after filling in it (e.g. name, shareholding structure, address, etc.), you have the obligation to inform us about this aspect and to fill in a new Knowledge Sheet within 30 days from the date of the change.

GENERAL INFORMATION REGARDING THE CLIENT – *LEGAL ENTITY*

- Full trade name: _____
- Legal form: _____
- Tax identification number and/or business register number/European identification code (EUID) and/or equivalent information: _____

- Unique registration code/its equivalent (for foreigners): _____

- Type and nature of the activity carried out:

- The credit institution through which the payment of the value of the activities or services provided is made: _____
- I.B.A.N. code through which the payment of the value of the activities or services provided is made: _____

▪ Full address of registered office: _____

▪ Full address of the actual establishment (if applicable):

▪ Full branch address (if applicable): _____

▪ Structure of _____ associates/shareholders:

▪ Tel./fax: _____

▪ Email: _____

▪ Website: _____

▪ The purpose and nature of the operations carried out with ELECTROMAGNETICA S.A.:

▪ Identity of the beneficial owner (**fill in and attach the Declaration on the beneficial owner*)

▪ Identity of the legal representative empowered to represent the client vis-à-vis third parties:

• Name and surname: _____

• Nickname: _____

- CNP/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Place of birth: _____
- Identity document: _____ series _____ number _____
- Issued on _____ by: _____
- Nationality: _____
- Nationality: _____
- Tel./fax: _____
- Email: _____
- Occupation: _____
- Employer's name/Nature of own activity: _____

- Permanent domicile: _____

- Residence: _____

- **Publicly exposed person:**
 YES NU
- **In the case of the publicly exposed person, the public office held:** _____

The following shall be attached in copy:

- the articles of incorporation;
- power of attorney given to the person representing the client, if he/she is not the legal representative;
- the certificate of ascertainment issued by the National Trade Register Office (for companies) or similar authorities in the country of origin and equivalent documents, certifying the registration of the beneficial owner.

Knowing the provisions of the Criminal Code regarding false statements, by filling out this form I confirm that the above information is accurate, true and complete and that I am fully responsible for it to any competent authority.

I confirm that I have been provided with the Information Note on the processing of personal data.

Name and surname: _____

Date: _____

Signature

INFORMATION NOTE REGARDING THE PROCESSING OF PERSONAL DATA IN THE KNOW-YOUR-CUSTOMER PROCESS

The personal data of customers/beneficial owners/shareholders/proxies/any other persons involved in the opening/conduct of the business relationship are processed only for the purpose of preventing and combating money laundering and terrorist financing and are kept in the database of ELECTROMAGNETICA S.A. și actualizate în funcție de modificările intervenite, cu respectarea legislației specifice privind protecția datelor cu caracter personal.

ELECTROMAGNETICA S.A. întocmește și păstrează, în format electronic și/sau pe suport hârtie, după caz, corespondențe comerciale, evidențe ale persoanelor cu care intră în relații de afaceri, inclusiv copii de pe documentele de identificare și de pe celelalte documente solicitate acestora, măsurile întreprinse în scopul verificării realității informațiilor, analizele și evaluarea legate de identificarea fiecărei persoane cu care intră în relații de afaceri în parte.

Toate documentele privind măsurile de cunoaștere a clientelei (documente de identificare a clienților, interogări în aplicațiile informatice, interne sau din surse publice, evidențe, reevaluări și rapoarte interne, corespondențe, documente justificative, evidențe ale tranzacțiilor etc.) vor fi păstrate și arhivate pe perioada prevăzută de lege.

Personal data collected and processed in the process of getting to know the customer by ELECTROMAGNETICA S.A. se face doar cu respectarea prevederilor Regulamentului (UE) 2016/679 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE (Regulamentul general privind protecția datelor) și cu Legea nr. 190/2018 privind măsuri de punere în aplicare a Regulamentului (UE) 2016/679 al Parlamentului European și al Consiliului din 27 aprilie 2016 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE.

Annex 4.3 to the Tender Specifications

Know the customer form (individual)

Dear Sir/Madam,

Taking into account the regulations on international sanctions/prevention of money laundering and terrorist financing, we are obliged to carry out certain checks in each particular case, regardless of whether or not there are suspicions of such activities.

Therefore, please fill out this form and confirm the accuracy of the information by your signature. If you have any questions about the form, we are at your disposal.

In case of any changes that occurred after filling in it (e.g. name, shareholding structure, address, etc.), you have the obligation to inform us about this aspect and to fill in a new Knowledge Sheet within 30 days from the date of the change.

GENERAL INFORMATION REGARDING THE CUSTOMER – *NATURAL PERSON*

- Full trade name: _____
- Legal form: _____
- Tax identification number and/or business register number/European identification code (EUID) and/or equivalent information: _____

- Unique registration code/its equivalent (for foreigners): _____

- Type and nature of the activity carried out:

- The credit institution through which the payment of the value of the activities or services provided is made: _____
- I.B.A.N. code through which the payment of the value of the activities or services provided is made: _____
- Full address of registered office: _____

- Full address of the actual establishment (if applicable):

▪ Full branch address (if applicable): _____

▪ Structure _____ of _____ associates/shareholders:

▪ Tel./fax: _____

▪ Email: _____

▪ Website: _____

▪ The purpose and nature of the operations carried out with ELECTROMAGNETICA S.A.:

▪ Identity of the beneficial owner (**fill in and attach the Declaration on the beneficial owner*)

▪ Identity of the legal representative empowered to represent the client vis-à-vis third parties:

● Name and surname: _____

● Nickname: _____

● CNP/its equivalent in the case of foreign persons: _____

● Date of birth: _____

● Place of birth: _____

● Identity document: _____ series _____ number _____

● Issued on _____ by: _____

- Nationality: _____
- Nationality: _____
- Tel./fax: _____
- Email: _____
- Occupation: _____
- Employer's name/Nature of own activity: _____

- Permanent domicile: _____

- Residence: _____

- **Publicly exposed person:**

YES NU

- **In the case of the publicly exposed person,** the public office held: _____

The following shall be attached in copy:

- the articles of incorporation;
- power of attorney given to the person representing the client, if he/she is not the legal representative;
- the certificate of ascertainment issued by the National Trade Register Office (for companies) or similar authorities in the country of origin and equivalent documents, certifying the registration of the beneficial owner.

Knowing the provisions of the Criminal Code regarding false statements, by filling out this form I confirm that the above information is accurate, true and complete and that I am fully responsible for it to any competent authority.

I confirm that I have been provided with the Information Note on the processing of personal data.

Name and surname: _____

Date: _____

Signature

INFORMATION NOTE REGARDING THE PROCESSING OF PERSONAL DATA IN THE KNOW-YOUR-CUSTOMER PROCESS

The personal data of customers/beneficial owners/shareholders/proxies/any other persons involved in the opening/conduct of the business relationship are processed only for the purpose of preventing and combating money laundering and terrorist financing and are kept in the database of ELECTROMAGNETICA S.A. și actualizate în funcție de modificările intervenite, cu respectarea legislației specifice privind protecția datelor cu caracter personal.

ELECTROMAGNETICA S.A. întocmește și păstrează, în format electronic și/sau pe suport hârtie, după caz, corespondențe comerciale, evidențe ale persoanelor cu care intră în relații de afaceri, inclusiv copii de pe documentele de identificare și de pe celelalte documente solicitate acestora, măsurile întreprinse în scopul verificării realității informațiilor, analizele și evaluarea legate de identificarea fiecărei persoane cu care intră în relații de afaceri în parte.

Toate documentele privind măsurile de cunoaștere a clienței (documente de identificare a clienților, interogări în aplicațiile informatice, interne sau din surse publice, evidențe, reevaluări și rapoarte interne, corespondențe, documente justificative, evidențe ale tranzacțiilor etc.) vor fi păstrate și arhivate pe perioada prevăzută de lege.

Personal data collected and processed in the process of getting to know the customer by ELECTROMAGNETICA S.A. se face doar cu respectarea prevederilor Regulamentului (UE) 2016/679 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE (Regulamentul general privind protecția datelor) și cu Legea nr. 190/2018 privind măsuri de punere în aplicare a Regulamentului (UE) 2016/679 al Parlamentului European și al Consiliului din 27 aprilie 2016 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter

personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE.

Annex 5 Declaration by natural persons on the status of publicly exposed person – legal persons

Declaration of a natural person on his public exposed person status

In order to comply with the provisions of the Regulation for the application of the provisions of Law 129/2019 for the prevention of și sanctioning the SPălăMoney șterrorist financing, financial institutions must establish the status of a publicly exposed person of the client.șăand natural persons.

In order to observe the provisions of Regulation for application of Law 129/2019 on preventing and sanctioning the money laundering the financial institutions have to establish the public exposed person status of their customers, natural persons.

DECLARATION regarding the status of publicly exposed person

STATEMENT on Public Exposed Person status

The undersigned _____, domiciled in _____ Str. _____ nr. ____, bl. ____, sc. ____, et. ____, apt. ____, county/sector _____, holder al _____, series/number _____ issued by _____ on de _____, personal numeric code _____, declare on my own responsibility, under the sanction of the law:

I, the undersigned, _____, permanent address in

_____, No. _____, _____ Str., bl. _____, entrance _____,
_____ floor,
apt. _____, _____ county/district _____, holder of
_____, series/no.
_____, issued by _____ on
_____, personal number _____, hereby state I under my own
responsibility, under the sanctions stipulated by law:

1. I, the undersigned, hold or have held more recently for one year since this date, one of the positions:

- Head of State, Head of Government, Member of Parliament, Member of the Government, Secretary of State, Member of the Governing Bodies of Political Parties, Member of the Constitutional Court, Member of the Supreme Court or of another court whose decisions can only be appealed by means of extraordinary remedies, member of the governing bodies of the Court of Auditors or other similar body, member of the board of directors of a central bank, ambassador, chargé d'affaires, high-ranking officer in the armed forces;
- member of the board of directors or of the supervisory board, person with a management position in autonomous companies, in companies with majority state capital or in national companies;
- director, deputy director, member of the board of directors or member of the governing bodies of an international organization.

1. The undersigned is or have been in charge with such important public duties within one year of issuing this statement:

- head of state, head of Government, member of Parliament, minister, deputy minister, assistant minister, member of the governing bodies of political parties;
- member of Constitutional Court, of Supreme Court or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- member of the governing bodies of Court of Auditors or of the boards of central banks;
- ambassadors, charge d'affaires and high-ranking officers in the armed forces;

- member in the board of directors or in the supervisory board, person with a management position in autonomous kingdoms, in commercial companies with majority state capital or in a national companies;

- director, deputy director, member of the board of directors or member of the governing bodies of an international organization.

2. The undersigned am a direct member of the family of a person in the above categories:

- spouse/cohabitant,

- child or spouse/cohabitant of their child,

- Parent.

2. *The undersigned is an immediate family member of one person in the categories set out in point 1.*

- husband/spouse/person who is in a cohabiting relationship,

- children or husband/spouse/person who is in a cohabiting relationship of their child,

- parents.

3. The undersigned:

- I have a close business relationship with a person in the categories in point 1;

- I own or have a significant influence over a legal person, entity or legal structure established for the benefit of one of the persons referred to in point 1.

3. *The undersigned is:*

- A natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in paragraph 1.

- A natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in paragraph 1.

4. The undersigned does not fall into any of the above categories.

4. *The undersigned is none of the categories set out in paragraphs 1-3.*

Client 's name _____

Semnatura / *Signature*: _____

Data / *Date*: _____

Annex 6 DECLARATION regarding the identity of the beneficial owner

The undersigned, declare on my own responsibility, under the sanction of the law:

- that the undersigned is the beneficial owner of the operation/transaction;
- that the beneficial owner(s) is/are:

1)

- Name and surname: _____
- CNP/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Nationality: _____
- Nationality: _____
- Nature of the relationship: _____
- Nature of the activity carried out: _____
- **Publicly exposed person:**

YES NU

- **In the case of the publicly exposed person, the public office held:**

- **Family member of a publicly exposed person:**

YES NU

- **Close associate of a publicly exposed person:**

YES NU

2)

- Name and surname: _____
- CNP/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Nationality: _____
- Nationality: _____
- Nature of the relationship: _____

- Nature of the activity carried out: _____
 - **Publicly exposed person:**
 YES NU
 - **In the case of the publicly exposed person, the public office held:**

 - **Family member of a publicly exposed person:**
 YES NU
 - **Close associate of a publicly exposed person:**
 YES NU
- 3)
- Name and surname: _____
 - CNP/its equivalent in the case of foreign persons: _____
 - Date of birth: _____
 - Nationality: _____
 - Nationality: _____
 - Nature of the relationship: _____
 - Nature of the activity carried out: _____
 - **Publicly exposed person:**
 YES NU
 - **In the case of the publicly exposed person, the public office held:**

 - **Family member of a publicly exposed person:**
 YES NU
 - **Close associate of a publicly exposed person:**
 YES NU
- Source of funds: _____

The undersigned client undertakes to communicate to ELECTROMAGNETICA S.A. any changes regarding those declared.

The improper declaration of the above-mentioned data is sanctioned according to the provisions of the Criminal Code regarding false statements.

Place and date Signature

N.B.: ELECTROMAGNETICA S.A. reserves the right to refuse to carry out the transactions ordered by the client/to terminate relations with the client in case of false statements or if it has suspicions regarding the reality of what the client declares.

** natural person/legal person.*

I confirm that I have been provided with the Information Note on the processing of personal data.

Name and surname: _____

Date: _____

Signature

INFORMATION NOTE REGARDING THE PROCESSING OF PERSONAL DATA IN THE KNOW-YOUR-CUSTOMER PROCESS

The personal data of customers / beneficial owners / shareholders / proxies / any other persons involved in the opening/conduct of the business relationship are processed only for the purpose of preventing and combating money laundering and terrorist financing and are kept in the database of ELECTROMAGNETICA S.A. și actualizate în funcție de modificările intervenite, cu respectarea legislației specifice privind protecția datelor cu caracter personal.

ELECTROMAGNETICA S.A. întocmește și păstrează, în format electronic și/sau pe suport hârtie, după caz, corespondențe comerciale, evidențe ale persoanelor cu care intră în relații de afaceri, inclusiv copii de pe documentele de identificare și de pe celelalte documente solicitate acestora, măsurile întreprinse în scopul verificării realității informațiilor, analizele și evaluarea legate de identificarea fiecărei persoane cu care intră în relații de afaceri în parte.

Toate documentele privind măsurile de cunoaștere a clientelei (documente de identificare a clienților, interogări în aplicațiile informatice, interne sau din surse publice, evidențe, reevaluări și rapoarte interne, corespondențe, documente justificative, evidențe ale tranzacțiilor etc.) vor fi păstrate și arhivate pe perioada prevăzută de lege.

Personal data collected and processed in the process of getting to know the customer by ELECTROMAGNETICA S.A. se face doar cu respectarea prevederilor Regulamentului (UE) 2016/679 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE (Regulamentul general privind protecția datelor) și cu Legea nr. 190/2018 privind măsuri de punere în aplicare a Regulamentului (UE) 2016/679 al Parlamentului European și al Consiliului din 27

aprilie 2016 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE.