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rompetrol | KazMunayGas Group Member

URBIA SECTOR 2 S.A.
NR. CONTRACT 11....
DATA ...24.07.2026...

Contract de vanzare cumparare nr. 5476 din data de 21-Jul-26 in reteaua de statii Rompetrol	**Sale-Purchase Contract no. 5476 of 21-Jul-26 in the Rompetrol station network**
Intre:	Between:
Societatea ROMPETROL DOWNSTREAM S.R.L., cu sediul in Bucuresti, cod postal 013702, Piata Presei Libere nr. 3-5, City Gate Northern Tower Building, etaj 2, sector 1, tel. 021 206.75.00, fax 021 206.75.80, inmatriculata la Oficiul Registrului Comertului Bucuresti sub nr. J2000001716405 avand numar de inregistrare fiscala RO 12751583, cont nr. RO77RNCB0072001339140001 deschis la Banca Comerciala Romana, Sector 1, prin reprezentantii semnatari, denumita in cele ce urmeaza **Vanzator,** Si	**Company ROMPETROL DOWNSTREAM S.R.L.**, headquartered in Bucharest, postal code 013702, 3-5 Piata Presei Libere, City Gate Northern Tower Building, 2nd floor, District 1, tel. 021 206.75.00, fax 021 206.75.80, registered with the Trade Register Bucharest under no. J2000001716405, having the sole registration code RO 12751583, account no. RO77RNCB0072001339140001, opened at Banca Comerciala Romana, District 1, through signatory representatives, hereinafter referred to as **Seller,** And
Societatea URBIA SECTOR 2 S.A, cu sediul in Strada Chiristigiilor, nr. 11-13, Etaj 2, Biroul 204, email: office@urbiasector2.ro, inmatriculata la Oficiul Registrului Comertului sub nr. J2026038756003, CIF RO 54902223, cont IBAN nr. RO41BREL0002005511070100 deschis la LIBRA INTERNAT BANK SA, reprezentata prin Dl. [redacted] in calitate de Director General, denumita in cele ce urmeaza **Cumparator,**	**Company URBIA SECTOR 2 S.A**, headquartered in Strada Chiristigiilor, nr. 11-13, Etaj 2, Biroul 204, email: office@urbiasector2.ro, registered with the Trade Registry under no. J2026038756003, CIF RO 54902223, IBAN account no. RO41BREL0002005511070100 opened with LIBRA INTERNAT BANK SA, represented by Mr. [redacted] as General Manager, hereinafter referred to as **Buyer,**
s-a incheiat prezentul contract de vanzare cumparare, denumit in cele ce urmeaza „Contractul", in conditiile stipulate in clauzele de mai jos si in anexele contractului:	was concluded this sales contract, hereinafter called "**Contract**", in the terms stipulated in the clauses below and in the appendixes to the Contract:
Art. 1. Definitii **1.1.** Asa cum sunt folositi in cuprinsul prezentului Contract, termenii de mai jos, folositi cu majuscula, vor avea intelesul precizat in cele ce urmeaza: 1. "**Data semnarii**" desemneaza data la care partile incheie prezentul contract; 2. „**Produse**" desemneaza Carburanti, Produse Magazin, Produse cafenea Hei si servicii spalatorie, astfel cum acestea sunt descrise mai jos; 3. "**Carburanti**" desemneaza toate tipurile de carburanti auto comercializati de catre Vanzator prin Statiile sale sau carburanti auto comercializati prin Statiile Partener, ce vor fi cumparati de catre Cumparator in temeiul prezentului Contract; 4. "**Card**" desemneaza instrumentul de identificare electronica, respectiv un suport de informatie standardizat, securizat si individualizat, care permite Detinatorului sau sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator; 5. „**Ring**" desemneaza dizpozitivul de identificare electronica, format din doua elemente (unitate de identificare autovehicul si inel emitator-receptor), care permite Detinatorului autovehiculului echipat cu acest dispozitiv sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator;	**Art. 1. Definitions** **1.1.** As used in this Contract, the terms used below with capital letters shall have the meaning specified herein below: 1. "**Signature Date**" means the date when the Parties conclude this Contract; 2. **"Products"** means Fuels, Store Products, Products of the Hei café and washing services, as described below; 3. "**Fuels**" means all types of car fuels traded by the Seller through his Stations or car fuels traded through the Partner Stations that shall be purchased by the Buyer hereunder; 4. "**Card**" means the electronic identification instrument, respectively a standardized data media that is secured and customized, enabling the Holder to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer; 5. „**Ring**" means the electronic identification device composed of two elements (identification unit of the vehicle and transceiver ring), enabling the Holder of the vehicle equipped with such device to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer;

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6. „**Pass**" desemneaza dispozitivul de identificare electronica securizat si individualizat (cheie electronica), care permite Detinatorului sau sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator;	6. **"Pass"** means the electronic identification device that is secured and customized (electronic key), enabling its Holder to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer;
7. „**Kitt**" desemneaza dispozitivul format dintr-un Ring si un Pass fara Cod;	7. **"Kitt"** means the device composed of a Ring and a Pass without a Code;
8. „**Detinator**" desemneaza persoana fizica ce detine un Card sau un Pass, impreuna cu un Cod, sau un autovehicul echipat cu un Ring, sau un Kitt, care actioneaza in calitate de mandatar al Cumparatorului, in numele si pe seama acestuia;	8. **"Holder"** means the individual holding a Card or a Pass, together with a Code or a vehicle equipped with a Ring or a Kitt, acting as an attorney of the Buyer, in his name and on his account;
9. „**Cod**" desemneaza codul de identificare al Cumparatorului, inalienabil oricarui Card sau unui Pass, care este atribuit in vederea identificarii Detinatorului in calitate de mandatar al Cumparatorului si care permite emitentului Vanzator identificarea Cumparatorului;	9. **"Code"** means the identification code of the Buyer, inalienable to any Card or Pass that is granted in order to identify the Holder as the attorney of the Buyer and that enables the issuing Seller to identify the Buyer;
10. „**Credit comercial**" desemneaza cuantumul maxim al creditului, exprimat in lei, a carui rambursare este garantata de catre Cumparator conform clauzelor prezentului Contract, in limitele caruia Cumparatorul, prin Detinatorii dispozitivelor enumerate de mai sus, poate achizitiona Produse;	10. **"Commercial Credit"** means the maximum amount of the credit, expressed in lei, the reimbursement of which is warranted by the Buyer according to the clauses hereof, within the limits of which the Buyer may purchase Products through the Holders of the devices itemized above;
11. „**Partile**" desemneaza Vanzatorul si/sau Cumparatorul, impreuna sau separat, conform folosirii definitiei la singular sau plural;	11. **"Parties"** means the Seller and/or Buyer, jointly or separately, according to the use of the definition in the singular or plural;
12. **„Produse magazin"**, **„Produse cafenea Hei"** si **„servicii spalatorie"** desemneaza toate bunurile comercializate si serviciile de spalatorie prestate de catre Vanzator prin statiile sale, ce vor fi achizitionate de catre Cumparator in temeiul prezentului Contract;	12. **"Store Products"**, **„Products of the Hei cafe"** and **„washing services"** mean all goods traded and washing services supplied by the Seller through his stations that shall be purchased by the Buyer hereunder;
13. **„Fuelopass"** sau **„Easy Ring**" desemneaza dispozitivul de identificare electronica format dintr-un element (inel emitator-receptor cu cip-unitate stocare date), care permite Detinatorului sau sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator.	13. **"Fuelopass"** or **"Easy Ring"** mean the electronic identification device composed of one element (transceiver ring with chip – data storing unit) enabling its Holder to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer.
Art. 2. Obiectul Contractului **2.1.** Vanzatorul vinde Cumparatorului in limita Creditului comercial Carburanti, Produse magazin, Produse cafenea Hei si servicii spalatorie in statiile proprii de distributie carburanti, denumite in continuare „Statii", in schimbul achitarii de catre acesta din urma a contravalorii acestora conform clauzelor prezentului Contract si a Procedurilor prevazute in Anexele nr. 1.1, 1.2 si 1.3 la prezentul Contract.	**Art. 2. Scope of the Contract** **2.1.** The Seller shall sell to the Buyer within the limit of the Commercial Credit Fuels, Store Products, Products of the Hei café and washing services in the own fuel distribution stations, hereinafter called "Stations", in exchange of the latter's paying their equivalent value under the clauses of this Contract and the Procedures stipulated in Appendixes no. 1.1, 1.2 and 1.3 hereto.
2.2. Partile agreeaza ca, in baza prezentului contract, Cumparatorul datoreaza si contravaloarea Carburantilor achizitionati din statiile de distributie carburanti ale partenerilor Vanzatorului, denumite in continuare „Statii Partener", prin intermediul dispozitivelor de alimentare descrise in Art. 1 din prezentul Contract .	**2.2.** The Parties agree that hereunder, the Buyer owes also the equivalent value of the Fuels purchased from the fuel distribution stations of the Seller's partners, hereinafter called "Partner Stations" under the supply provisions described in Art. 1 of the present Contract .
2.3. Lista Statiilor si a Statiilor Partener este accesibila Cumparatorului pe site-ul Vanzatorului www.rompetrol.com.	**2.3.** The List of Stations and Partner Stations is accessible to the Buyer on the Seller's site www.rompetrol.com.

Art. 3. Pretul Carburantilor

3.1. Pretul Carburantilor este cel afisat de catre Vanzator in Statii si de catre partenerii comerciali ai Vanzatorului in Statiile Partener la momentul achizitionarii de catre Cumparator prin Detinatori.

3.2. Pretul Produselor magazin, Produselor cafenea Hei si serviciilor de spalatorie este cel afisat de catre Vanzator in Statii la momentul achizitionarii de catre Cumparator prin Detinatori.

3.3. In functie de cantitatea de carburant achizitionata lunar de catre Cumparator din Statii si Statiile Partener, Vanzatorul va acorda Cumparatorului un discount dupa cum urmeaza:

a) Mai putin de 1.000 litri, Vanzatorul ofera un discount de 0,10 lei/litru fata de pretul afisat la pompa;

b) Intre 1.000 si 3.000 litri, Vanzatorul ofera un discount de 0,11 lei/litru fata de pretul afisat la pompa;

c) Intre 3.001 si 5.000 litri, Vanzatorul ofera un discount de 0,18 lei/litru fata de pretul afisat la pompa;

d) Intre 5.001 si 10.000 litri, Vanzatorul ofera un discount de 0,23 lei/litru fata de pretul afisat la pompa;

e) Intre 10.001 si 20.000 litri, Vanzatorul ofera un discount de 0,25 lei/litru fata de pretul afisat la pompa;

f) Peste 20.000 litri, Vanzatorul ofera un discount de 0,26 lei/litru fata de pretul afisat la pompa.

Discounturile de mai sus includ TVA.

Discountul se va acorda in ultima zi din luna in care Cumparatorul a achizitionat carburantii, in conditiile in care Cumparatorul respecta termenele de plata ale facturilor si nu a fost blocat de la alimentare pe motiv de intarziere de plata.

Art. 4. Modalitatea de Plata a Contravalorii Carburantilor

4.1. Vanzatorul va emite lunar/bilunar, facturile corespunzatoare contravalorii Carburantilor, Produselor magazin, Produselor cafenea Hei si serviciilor spalatorie achizitionate de catre Cumparator in luna calendaristica respectiva.

4.2. Cumparatorul va plati facturile emise de catre Vanzator intr-unul din termenele prevazute mai jos, in functie de varianta de plata agreata de parti la semnarea contractului (se bifeaza o singura varianta):

- ☐ **in avans-** in acest caz, Cumparatorul depune in contul Vanzatorului o suma de bani anterior efectuarii de alimentari. Cumparatorul nu beneficiaza de credit comercial din partea Vanzatorului (credit comercial 0,01 lei) si poate alimenta exclusiv in limita sumei depuse in contul Vanzatorului. Avand in vedere modalitatea de plata in avans, Vanzatorul acorda Cumparatorului un discount de 0,10 lei/litru inclusiv TVA. Discountul se va acorda la sfarsit de luna.
  - ✓ **15 zile** de la facturare.
- ☐ **30 zile** de la facturare- in acest caz, Pretul Carburantilor este pretul prevazut in art. 3.1 la care se adauga 0,03 lei/litru (TVA inclus).
- ☐ **45 zile** de la facturare- in acest caz, Pretul Carburantilor este pretul prevazut in art. 3.1

Art. 3. Fuel Price

3.1. The Fuel Price is the one displayed by the Seller in the Stations and by the commercial partners of the Sellers in the Partner Stations at the moment when the Buyer purchases through the Holders.

3.2. The price of the Store Products, the Products of the Hei café and the washing services is the one displayed by the Seller in the Stations at the moment when the Buyer purchases through the Holders.

3.3. Depending on the fuel quantity monthly acquired by the Buyer from the Stations and the Partner Stations, the Seller shall grant the Buyer a discount as follows:

a) less than 1,000 liters, the Seller shall grant a lei 0.10 per liter discount against the pump price;

b) Between 1,000 and 3,000 liters, the Seller shall grant a lei 0.11 per liter discount against the pump price;

c) Between 3,001 and 5,000 liters, the Seller shall grant a lei 0.18 per liter discount against the pump price;

d) Between 5,001 and 10,000 liters, the Seller shall grant a lei 0.23 per liter discount against the pump price;

e) Between 10,001 and 20,000 liters, the Seller shall grant a lei 0.25 per liter discount against the pump price;

f) Over 20,000 liters, the Seller shall grant a lei 0.26 per liter discount against the pump price.

The discounts above include VAT.

The discount shall be granted in the last day of the month when the Buyer acquired the fuels, provided that the Buyer observes the payment terms of the invoices and was not blocked from acquiring fuel for late payment.

Art. 4. Method to Pay the Equivalent Value of the Fuels

4.1. The Seller shall monthly/twice a month issue the invoices corresponding to the value of the Fuels, Store Products, Products of the Hei café and washing services purchased by the Buyer in the concerned calendar month.

4.2. The Buyer shall pay the invoices issued by the Seller in one of the payment terms provided below, depending on the payment option agreed by the parties upon the execution date of the contract (only one option shall be checked):

- ☐ **in advance-** in this case, the Buyer shall deposit into the Seller's account an amount of money prior to performing fuelings. The Buyer does not benefit from commercial credit from the Seller (commercial credit 0.01 lei) and may fuel exclusivelly within the limit of the amount deposited into the Seller's account. Considering the option of paying in advance, the Seller grants the Buyer a discount in amount of 0.10 lei/liter VAT included. The discount shall be granted upon the end of the month.
- ☐ **15 days** as of the invoicing date.
- ☐ **30 days** as of the invoicing date- in this case, the Price of the fuel is the one provided in art. 3.1 to which is added 0.03 lei/liter (VAT included).
- ☐ **45 days** as of the invoice date- in this case the

la care se adauga 0,06 lei/litru (TVA inclus).	Price of the fuel is the one provided in art. 3.1 to which is added 0.06 lei/liter (VAT included).
Plata se considera efectuata in momentul creditarii contului Vanzatorului. Cumparatorul are obligatia de a-si vizualiza si monitoriza tranzactiile pe site-ul www.fillandgo.ro care contine si informatii privind factura emisa; neprimirea facturii nu constituie un motiv pentru Cumparator pentru neindeplinirea obligatiei de plata in termen.	The payment is duly performed upon the Seller's account has been credited. The Buyer has the obligation to visualize and monitor the transactions performed on the www.fillandgo.ro website which also contains information regarding the issued invoice; failure to receive the invoice shall not constitute a reason for the Buyer not the observe its payment obligation in due time.
Factura va respecta toate prevederile legale privind emiterea si transmiterea acesteia prin sistemul RO e-Factura. Cumparatorul declara ca detine mijloacele tehnice necesare primirii facturilor electronice si ca are capacitatea de a asigura autenticitatea originii, integritatea continutului si lizibilitatea facturii. Facturile electronice pot fi vizualizate pe site-ul www.fillandgo.ro. De asemenea, acestea vor fi transmise de catre Vanzator de la adresa de email Downstream.FacturareFlote@rompetrol.com la adresa de email a Cumparatorului prevazuta in art. 8.1.	The invoice shall observe all the legal provisions on its issuance and remittance through the system RO e-Factura. The Buyer states that it holds the technical means necessary for receiving electronic invoices and that he is capable of ensuring the authenticity of the origin, integrity of the content and readability for invoices. The electronic invoices may be visualized on the www.fillandgo.ro website. As well, the invoices shall be sent by the Seller from the email address Downstream.FacturareFlote@rompetrol.com to the Buyer's email address specified in art. 8.1.
4.3. In cazul in care Cumparatorul va executa cu intarziere obligatia de plata a facturilor, Vanzatorul va percepe penalitati de intarziere in cuantum de 0,1 % per zi de intarziere, calculate pentru suma exigibila si neachitata. Cuantumul penalitatilor de intarziere nu va fi limitat la valoarea debitului la care se aplica. In cazul in care Cumparatorul nu isi indeplineste integral si la termen obligatia de plata a facturilor emise de Vanzator conform oricarui contract incheiat intre cele doua parti, toate facturile emise de Vanzator, indiferent de obiectul raportului juridic, devin imediat scadente. Conform prevederilor articolului 1523 alin. 1 Cod Civil, in cazul neindeplinirii obligatiei de plata la scadenta, Cumparatorul este considerat a fi in intirziere fara a mai fi necesara notificarea prin executor judecatoresc.	**4.3.** If the Buyer executes with delay the obligation to pay the invoices, the Seller shall charge late payment penalties in the amount of 0.1 % per day of delay, computed for the due and unpaid amount. The amount of the late payment penalties shall not be limited to the amount of the debt. If the Buyer does not exhaustively and on term fulfill the obligation to pay the invoices issued by the Seller according to any contract concluded between the two parties, all invoices issued by the Seller irrespective of the scope of legal relationship, shall immediately become due. In accordance with the provisions of Article 1523 paragraph 1 Civil Code, in case of not fulfilling the payment obligation on due term, the Buyer is deemed notified and no notification from the court executor shall be necessary.
4.4. Reclamatiile privind facturile pot fi depuse de catre Cumparator, in scris, in termen de 10 de zile de la data facturarii, termen care, conform vointei Partilor, constituie termen de decadere. Vanzatorul are obligatia sa raspunda in scris, in termen de 10 zile lucratoare de la data primirii reclamatiei.	**4.4.** Complaints regarding the invoices may be submitted by the Buyer, in writing, within a term of 10 days as of the invoicing date, a term that according to the will of the Parties is a limitation term. The Seller shall be under the obligation to answer in writing, within 10 business days as of the date of receiving the complaint.
4.5. In cazul formularii unei reclamatii, Partile trebuie sa prezinte originalele actelor justificative relevante.	**4.5.** In case of filing a complaint, the Parties should present the original of the relevant supporting documents.
4.6. Reclamatia nu constituie motiv pentru nerespectarea obligatiilor de plata ale Cumparatorului, in sensul ca obligatia de plata a intregii facturi sau a pozitiilor reclamate din factura nu se suspenda.	**4.6.** The complaint is not a reason not to observe the payment obligations of the Buyer, i.e. the payment obligation of the entire invoice or of the items of the invoice complained about shall not be suspended.
4.7. In cazul in care investigarea reclamatiei are ca rezultat stabilirea raspunderii Vanzatorului, suma stabilita in urma reclamatiei va fi compensata odata cu emiterea primei facturi.	**4.7.** If the investigation of the complaint has as a result the determination of the Seller's liability, the amount established further to the complaint shall be set off concurrently with the issuance of the first invoice.
4.8. Orice plati primite de Vanzator de la Cumparator vor fi alocate pentru stingerea obligatiilor Cumparatorului, izvorate conform oricarui contract incheiat intre cele doua parti, indiferent de obiectul raportului juridic, in urmatoarea ordine: i) dobanzi si penalitati, ii) obligatii de despagubire, iii) taxe de administrare, costuri si comisioane (daca este cazul), iv) obligatii principale, de fiecare data in ordinea vechimii acestora in fiecare categorie,	**4.8.** Any payments received by the Seller from the Buyer shall be allotted for the discharge of the obligations of the Buyer generated according to the provisions of any agreement concluded between the two parties, irrespective of the scope of the legal relationship involved in the following order: i) interests and penalties, ii) indemnification obligations, iii) management charges, costs and fees (if the case), iv) principal obligations, in each case considered according

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incepand cu cea mai veche v) cheltuielile de judecata, onorariu avocat, taxe de timbru, comisioane de succes, (vi) alte obligatii.

Art. 5. Garantarea Creditului commercial

5.1. Valoarea creditului comercial nu poate depăși suma de 71.000 lei adică șapte zecii si una mii lei (in litere). Valoarea creditului comercial stabilita de Vanzator in baza prezentului Contract, se aplica tuturor contractelor incheiate intre cele doua parti, indiferent de obiectul raportului juridic. Conditiile privind cuantumul creditului comercial pot fi revizuite oricand de catre Vanzator, care poate oricand diminua/majora valoarea limitei la libera sa apreciere, urmand a notifica Cumparatorul cu privire la noul cuantum al limitei de credit comercial acordate si/sau cu privire la noile garantii solicitate.

5.2. Cumparatorul garanteaza Creditul comercial, prin emiterea unui bilet la ordin avalizat de administrator, pentru o suma egala cu valoarea creditului comercial acordat de Vanzator potrivit art. 5.1. din Contract si/sau unul sau mai multe instrumente de garantare conform prezentului articol, reprezentand garantia constituita de Cumparator pentru executarea obligatiilor de plata care ii revin conform Contractului, depuse la Vanzator inainte de intrarea in vigoare a Contractului. In cazul in care Cumparatorul doreste sa isi majoreze creditul comercial, Vanzatorul poate solicita Cumparatorului sa emita una sau mai multe din garantiile mentionate mai jos care sa acopere cel putin valoarea cu care doreste sa isi majoreze creditul comercial:

- depunerea in contul Vanzatorului a sumei garantate;
- Scrisoare de Garantie Bancara;
- Ipoteca de rang I asupra unui bun imobil apartinand Cumparatorului sau unei terte persoane (garant);
- Cec avalizat de o societate bancara in favoarea Vanzatorului/Cec certificat de o societate bancara;
- Bilet la ordin avalizat de administrator.

Pana la data constituirii garantiei respective, este operabil creditul comercial prevazut la art. 5.1 de mai sus.

5.3. La incetarea Contractului, in functie de garantia constituita, Vanzatorul va radia, va rambursa sau returna garantia, in termen de 10 zile bancare de la stingerea tuturor datoriilor Cumparatorului fata de Vanzator, Cumparatorul neputand pretinde Vanzatorului, pe langa restituirea sumei constituite cu titlul de garantie conform art. 5.2. din Contract, si achitarea unor alte sume cu orice titlu (dobanzi, actualizari, comisioane, speze bancare etc.).

5.4 Avand in vedere ca instrumentele de plata si/sau scrisoare de garantie bancara predate de Cumparator Vanzatorului nu pot fi decontate partial de catre bancile comerciale, in cazul in care, la data scadentei, debitul Cumparatorului fata de Vanzator este mai mic decat suma inscrisa pe instrumentul de plata, Vanzatorul are dreptul sa introduca la plata instrumentul respectiv, iar Cumparatorul isi asuma toata responsabilitatea pentru acest lucru indiferent de consecintele introducerii la plata a instrumentului respectiv. Diferenta intre suma inscrisa pe instrumentul de plata si valoarea debitului va fi returnata imediat de Vanzator dupa incasarea

to their date, starting with the earliest, v) court expenses, attorney fees, stamp duties, success fees, (vi) other obligations.

Art. 5. Guarantee of the Commercial Credit

5.1. The value of the commercial credit cannot exceed the amount of lei 71.000 namely seventy-one thousand lei (in letters). The value of the commercial credit established by the Seller pursuant to this Agreement applies to all agreements concluded between the two parties, regardless the legal relation. The conditions underlying the amount of the commercial credit may be reviewed at any moment by the Seller, who may at any time decrease/increase the limit at its free judgment, following to notify the Buyer with regard to the new value of the granted commercial credit limit and/or to the new requested guarantees.

5.2. The Buyer warrants the Commercial Credit by the issuance of a promissory note endorsed by the administrator, for an amount equal to the value of the commercial credit granted by the Seller according to article 5.1 of the Contract and/or by one or several of the guarantee instruments mentioned herein, representing the guarantee established by the Buyer for the observance of the payments obligations undertaken according to the Contract and submitted to the Seller prior to the Contract's entering into force. Should the Buyer wish to increase the commercial credit, the Seller may request the first to issue one or several of the guarantees mentioned below that would cover at least the value to be added to the commercial credit:

- depositing the secured amount into the Seller's account;
- Bank Guarantee Letter;
- First Mortgage over any of the immoveable properties owned by the Buyer or by a third Party (guarantor);

- Cheque guaranteed by a banking company in favor of the Seller/Cheque endorsed by a banking company;
- Promissory note endorsed by the administrator.

Until the set up of the respective guarantee only the commercial credit foreseen in article 5.1 above shall operate.

5.3. On the termination of the Contract, depending on the established guarantee, the Seller shall cancel, reimburse or return the guarantee within a term of 10 banking days as of the settlement of all debts of the Buyer towards the Seller, the Buyer not having any right to demand the Seller the payment of any amounts (interests, updates, commissions, banking charges etc) in addition to the guarantee established according to art. 5.2 in the Agreement.

5.4. Considering that the payment instruments and / or the banking guarantee letter submitted by the Buyer to the Seller may not be collected in part from the commercial banks, should the Buyer's debt towards the Seller be smaller than the amount in the payment instrument on the due date, the Seller has the right to cash the respective payment instrument and the Buyer assumes all responsibility arising from such no matter the consequences determined by the cashing of the respective instrument. The difference between the amount in the payment instrument and the Buyer's actual debt shall be returned be the Seller immediately

debitului. In cazul emiterii unei scrisori de garantie bancara, in favoarea Vanzatorului, Cumparatorul va putea efectua alimentari numai in masura in care garantia constituita prin scrisoare de garantie bancara va putea fi activata in termenele de plata.	after cashing the debt. In case of issuance of a bank guarantee letter in favor of the Seller, the Buyer may fuel only provided that the guarantee created under the bank letter guarantee may be enforced within the payment term.
5.5. In situatia in care, pe parcursul derularii relatiilor comerciale dintre parti, vor interveni modificari in ceea ce priveste reprezentarea valabila a Cumparatorului in relatiile cu tertii si/sau cu bancile, de natura a afecta posibilitatea de executare a instrumentelor de garantie emise, Cumparatorul va instiinta imediat Vanzatorul despre aceasta, si va proceda la emiterea unor noi instrumente de garantie, semnate de catre noii reprezentanti autorizati in acest sens, in termen de maxim 3 zile de la data modificarii. In caz contrar, Cumparatorului ii revine responsabilitatea pentru orice consecinte cauzate de imposibilitatea de executare a instrumentelor de garantie emise.	**5.5.** In the event that, throughout the conduct of business relationships between the Parties, there are any changes with respect to the valid representation of the Buyer in its relations with third parties and/or banks, which are likely to affect the possibility to enforce the issued guarantee instruments, the Buyer shall forthwith notify the Seller in connection therewith, and it shall proceed to the issuance of new guarantee instruments, signed by the new representatives that are authorized to act in this respect, within not more than 3 days as of the date on which such change occurred. Otherwise, the Buyer shall be held liable for any consequences triggered by the impossibility to enforce such issued guarantee instruments.
5.6. Daca Vanzatorul acorda Cumparatorului credit comercial (credit comercial mai mare de 0,01 lei) si Cumparatorul garanteaza cel putin **30%** din intreaga valoare a creditului comercial acordat de Vanzator prin **scrisoare de garantie bancara** si/sau prin **depunerea in contul Vanzatorului** a contravalorii acestuia, in plus fata de discounturile prevazute mai sus, Vanzatorul acorda Cumparatorului un discount suplimentar de garantare a creditului comercial de **0,05 lei/litru** inclusiv TVA pentru cantitatile achizitionate in perioada in care aceasta conditie este indeplinita. In cazul in care creditul comercial este garantat prin mijloacele aratate in proportie de cel putin **60%**, valoarea discountului de garantare a creditului comercial este de **0,08 lei/litru** inclusiv TVA. In cazul in care creditul comercial este garantat prin mijloacele mentionate in proportie de **100%**, valoarea discountului de garantare a creditului comercial este de **0,10 lei/litru** inclusiv TVA. Discountul prevazut in prezentul articol se va acorda la sfarsit de luna in conditiile in care Cumparatorul respecta termenele de plata ale facturilor si nu a fost blocat de la alimentare pe motiv de intarziere de plata.	**5.6.** If the Seller grants the Buyer commercial credit (commercial credit more than 0.01 lei) and the Buyer secures at least **30%** of the total amount of the commercial credit granted by the seller through a **bank guarantee letter** and/or **by depositing the guaranteed amount into Seller's account**, in addition to the discounts provided above, the Seller grants to the Buyer an additional discount for guarantee in the amount of **0.05 lei/liter** VAT included for the quantities purchased within the timeframe when this condition is fulfilled. If at least **60%** of the commercial credit is secured through the means mentioned above, the value of the discount for guarantee is of **0.08 lei/liter** VAT included. If the commercial credit is **100%** secured through the means mentioned above, the value of the discount for guarantee is of **0.10 lei/liter** VAT included. The discount provided by the present article shall be granted at the end of the month provided that the Buyer complies with the payment terms of the invoices and fuelling has not been blocked due to reasons of deferred payments.
5.7. In plus fata de discounturile prevazute in prezentul contract, Vanzatorul poate acorda la sfarsit de luna Cumparatorului un discount promotional, in cuantumul stabilit de Vanzator pentru luna respectiva pentru toti cumparatorii aferenti canalului respectiv, conform politicii comerciale a Vanzatorului.	**5.7.** In addition to the above mentioned discounts, the Seller may grant the Buyer, at the end of month, a promotional discount, in the amount decided by the Seller for the respective month for all the buyers in the respective channel, according to the Seller's commercial policy.
Art. 6. Durata Contractului **6.1.** Prezentul Contract se incheie pentru o perioada de 1 (un) an de la data 21.07.2026. Prezentul contract se prelungeste automat cu perioade succesive de 1 (un) an, in cazul in care nici o parte nu trimite o notificare scrisa celeilalte parti, prin care sa se solicite incetarea contractului. Notificarea trebuie trimisa cu cel putin o luna inainte de data expirarii perioadei de 1 (un) an.	**Art. 6. Contract Term** **6.1.** This Contract shall be concluded for a period of 1 (one) year as of 21.07.2026. This Contract shall be automatically renewed by successive periods of 1 (one) year, if neither Party remits a written notification to the other Party, whereby the termination of the Contract is requested. The notification should be sent at least one month before the expiry date of the period of 1 (one) year.
Art. 7. Incetarea Contractului **7.1.** Prezentul Contract inceteaza in una din urmatoarele situatii: a. notificarea oricareia dintre parti in sensul	**Art. 7. Termination of the Contract** **7.1.** This Contract shall be terminated in any of the following cases: a. the notification of either Party about the

intentiei de a nu prelungi contractul, la expirarea perioadelor succesive de 1 (un) an; b. prin acordul partilor; c. prin denuntarea Contractului de catre oricare parte; d. in cazul fortei majore; e. prin rezilierea contractului. **7.2.** In cazul prevazut la art. 7.1. lit. c, denuntarea unilaterala se face cu acordarea obligatorie a unui preaviz. Termenul de preaviz care insoteste declaratia de denuntare trebuie sa aiba o durata de 15 zile. **7.3.** Vanzatorul are dreptul sa rezilieze Contractul de plin drept, pe baza de notificare, fara interventia instantei si fara nicio alta formalitate prealabila, in cazul in care Cumparatorul nu isi executa in mod corespunzator obligatiile de plata asumate in baza oricarui contract incheiat intre cele doua parti, indiferent de obiectul raportului juridic.	intention not to renew the Contract on the expiry of the successive periods of 1 (one) year; b. by the approval of the Parties; c. by the termination of the Contract per convenience by either party; d. in case of force majeure; e. by the cancellation of the Contract. **7.2.** In the case stipulated in art. 7.1. letter c, the unilateral cancellation shall be performed with the mandatory granting of a warning. The warning term accompanying the cancellation declaration should be of 15 days. **7.3.** The Seller shall have the right to terminate the Contract as of full right, based on a notification, without court intervention and any other prior formality, if the Buyer fails to adequately perform its payment obligations assumed according to any contract concluded between the two parties, irrespective of the scope of legal relationship.
Art. 8. Notificari **8.1.** In cazul in care partile nu au convenit altfel, orice notificare, cerere, comunicare sau informare facuta de una din parti, precum si orice act, comanda, solicitare etc. efectuata de una din parti pentru indeplinirea si/sau executarea prezentului contract: a) va fi redactata in scris, semnata de persoana de contact desemnata mai jos din partea fiecarei parti si depusa personal de parte sau expediata prin scrisoare recomandata cu confirmare de primire sau prin orice alt mijloc de comunicare scrisa care asigura confirmarea receptionarii documentului, la adresele urmatoare: Pentru **ROMPETROL DOWNSTREAM SRL:** Adresa: 013702, Bucuresti, Piata Presei Libere nr. 3-5 Building, etaj 2, sector 1 Fax: 021.206.75.94; Tel: 0[illegible] E-mail: [illegible]@roompetrol.com; Backoffice@rompetrol.com Persoana de contact: Pentru **URBIA SECTOR 2 SA** Adresa de corespondenta: **Strada Electronicii, nr 44, sector 2, Bucuresti** Tel. 07[illegible] E-mail: **office@urbiasector2.ro** Persoana de contact: L[illegible] b) va contine o mentiune referitoare la numarul de contract acordat de catre Vanzator; c) va fi considerata receptionata, daca nu se prevede altfel in cuprinsul prezentului Contract, la momentul inmanarii, daca este depusa personal de catre una din parti, la momentul primirii de catre destinatar, in cazul trimiterii prin scrisoare recomandata cu confirmare de primire, sau in data transmiterii de catre expeditor, in cazul in care comunicarea este facuta prin email (cu conditia ca trimiterea sa nu fi intervenit intr-o zi nelucratoare sau intr-o zi lucratoare dupa ora 17, caz in care va fi considerata receptionata la prima ora a zilei lucratoare urmatoare). **8.2.** Pentru evitarea oricarui dubiu, orice act din cele	**Art. 8. Notifications** **8.1.** Unless the Parties have otherwise agreed, any notice, request, communication or letter made by any of the Parties, as well as any act, purchase order, request etc., performed by one party to accomplish and/or perform this agreement: a) shall be drafted in writing, signed for the party by the below mentioned contact person and personally submitted by the Party or delivered by registered letter with acknowledgement of receipt or by any other written communication means that might ensure that the receipt of such document is acknowledged, at the following addresses: For **ROMPETROL DOWNSTREAM SRL** Address: 013702, Bucharest, 3-5 Piata Presei Libere, City Gate Northern Tower Building, 2nd floor, District 1 Fax: 021.206.75.94; Tel: 0[illegible] E-mail: [illegible]@roompetrol.com; Backoffice@rompetrol.com Contact person: [illegible] For **URBIA SECTOR 2 SA** Address: **Strada Electronicii, nr 44, sector 2, Bucuresti** Tel: 07[illegible] E-mail: **office@urbiasector2.ro** Contact person: L[illegible] b) shall contain a mention regarding the contract number assigned by the Seller; c) shall be deemed as received, unless otherwise provided hereunder, upon the hand-over of such communication, if it is personally submitted by any of the Parties, upon its receipt by the addressee, if it is delivered by registered letter with acknowledgment of receipt, or on the date it was sent by the sender, if it is delivered by email (provided that the delivery thereof does not occur on a non-business day or on a business day after 17 hour, in which case the communication shall be deemed as received within the first hour of the following business day). **8.2.** For the avoidance of any doubt, any deed, above

mentionate la pct. 1 de mai sus, va trebui sa fie emis cu respectarea termenilor si conditiilor prevazute in prezentul contract. **8.3.** Partile se declara de acord ca nerespectarea cerintelor prevazute de paragraful anterior sa fie sanctionata cu inopozabilitatea respectivei notificari, cereri, comunicari sau informari. Pentru evitarea oricarui dubiu, semnarea oricarui act din cele mentionate la pct. 1 de mai sus de catre persoana de contact desemnata de fiecare parte sa actioneze pentru si in numele partii respective care nu respecta termenii si conditiile prezentului contract si/sau care depaseste limitele convenite de parti si/sau adauga la contract, indiferent sub ce forma, este lovit de nulitate si lipsit de orice efect juridic. Nicio parte nu poate invoca in beneficiul sau vreun drept, indiferent de natura acestuia, care s-ar fi nascut in baza unui act emis cu incalcarea prezentului articol si nici nu poate pretinde celeilalte parti executarea vreunei obligatii, indiferent de natura acesteia, ca urmare a emiterii unui act cu incalcarea dispozitiilor prezentului articol. **8.4.** Nici o modificare a coordonatelor prevazute in prezentul Contract nu este opozabila celeilalte parti decat in cazul in care a fost notificata in prealabil in conditiile mai sus amintite.	mentioned at paragraph no.1, should be issued by the observance of the terms and conditions provided within this agreement. **8.3.** The Parties agree as sanction that in case the requirements in the previous paragraph are not complied with, the respective notice, request, communication or letter shall not be binding. For the avoidance of any doubt, the signing by the contact person assigned by each party to act for and on behalf of the respective party of any deed out of those above mentioned at paragraph no.1 which does not observe the terms and conditions provided within this agreement and/or which exceeds the limits agreed by the parties and/or provides something more that the agreement provides, irrespective of its nature, is null and void. No party may claim on its own behalf any right, irrespective of its nature, which might be arosen as a result of any deed which does not observe the above mentioned and no party pay ask the other one to perform any obligation, irrespective of its nature, as a result of such deed. **8.4.** No change in the coordinates mentioned in this Contract shall be binding on the other Parties, unless it has been previously notified according to the aforementioned conditions.
Art. 9. Invalidare Partiala **9.1.** In cazul in care una dintre prevederile prezentului Contract va fi declarata nula, celelalte prevederi isi vor mentine valabilitatea ramanand pe deplin aplicabile partilor. **9.2.** Clauzele care vor fi declarate invalide a produce efectele ce rezulta din interpretarea literala a textului vor fi interpretate in sensul cel mai apropiat in care pot produce efecte.	**Art. 9. Partial Invalidity** **9.1.** If any of the provisions hereof is declared null, the other provisions shall keep their validity and shall remain fully applicable to the Parties. **9.2.** The clauses that shall be declared invalid in producing the effects resulting from the literal interpretation of the text shall be interpreted in the closest meaning in which they may be effective.
Art. 10. Legea aplicabila. Litigii **10.1.** Aceast Contract este intocmit si va fi guvernat in conformitate cu Legea Romana. **10.2.** Orice disputa aparuta in legatura cu executarea prezentului, inclusiv cele referitoare la valabilitatea, interpretarea sau anularea acestui document, va fi solutionata pe cale amiabila. **10.3.** In cazul in care partile nu ajung la o solutie amiabila, disputele vor fi supuse spre solutionare instantelor judecatoresti competente de la sediul Vanzatorului. **10.4.** Nici una dintre parti nu va raspunde pentru daune indirecte, indiferent de natura lor, incluzand pierderi de profit sau oportunitati de afaceri, cauzate celeilalte parti.	**Art. 10. Applicable Law. Litigations** **10.1.** This Contract is drafted and it shall be governed in accordance with the Romanian law. **10.2.** Any dispute occurring in regard to the execution hereof, inclusively those regarding the validity, interpretation or annulment of this document shall be amicably solved. **10.3.** If the Parties do not reach an amicable solution, the disputes shall be subject to the competent law courts from the head office of the Seller for resolution. **10.4.** Neither party shall be liable for indirect damages, irrespective of their nature, including loss of profit or of business opportunities, caused to the other party.
Art. 11. Confidentialitate **11.1.** Orice informatii sau documente pe care oricare dintre partile la prezentul Contract le va fi furnizat celeilalte parti inaintea datei semnarii, in timpul sau dupa incetarea duratei Contractului, sau care vor fi redactate de o parte in cursul executarii prezentului, cu exceptia datelor publice, vor fi considerate confidentiale si nu vor fi divulgate tertilor pe intreaga perioada a executarii prezentului fara acordulul ambelor parti, cu exceptia cazului in care informatiile sau documentele sunt cerute prin lege, sub sanctiunea platii de daune-interese pentru prejudiciile cauzate. **11.2.** Obligatia prevazuta la alineatul precedent se	**Art. 11. Confidentiality** **11.1.** Any information or documents which either Party hereto shall have delivered to the other Party before the signature date during or after the termination of the Contract term or that shall be drafted by one Party during the execution hereof, save the public data, shall be deemed confidential and they shall not be disclosed to third parties throughout the term of executing hereof without the approval of both Parties, save the case when the information or documents are requested by law, under the sanction of paying damages for the caused prejudices. **11.2.** The obligation stipulated in the previous

mentine si pentru o perioada de doi ani dupa incetarea prezentului Contract.	paragraph shall be also maintained for a 2-year term after the termination hereof.
Art. 12. Dispozitii generale **12.1.** Orice act aditional si/sau modificari la acest Contract sunt valabile si au forta executorie intre parti cu conditia ca acestea sa rezulte expres din documentele semnate de ambele parti. **12.2.** Persoanele fizice care au semnat fiecare pagina a Contractului recunosc ca au dreptul sa reprezinte legal persoanele juridice semnatare potrivit legii si propriilor acte statutare si isi asuma intreaga responsabilitate juridica din eventuala invocare a lipsei calitatii de reprezentant. **12.3.** Partile semnatare recunosc ca dispozitiile Contractului, astfel cum sunt ele redactate, reprezinta in totalitate acordul lor de vointa liber exprimat si recunosc faptul ca au negociat si convenit fiecare dispozitie cuprinsa in Contract si sunt acceptate in mod expres, in special art. 4.4, 5.1, 6.1, 7.1, 10.3 si 10.4, nefiind incidente dispozitiile Codului civil privitoare la contractele de adeziune, clauzele standard si clauzele neuzuale.	**Art. 12. General Provisions** **12.1.** Any Addendum and/or modifications to this Contract are valid and are writs of execution between the Parties, provided such expressly result from the documents signed by both Parties. **12.2.** The natural persons signing on each page of this Contract admit that they have the right to duly represent the signatory legal persons according to the law and their own statutory documents and assume all legal liability for the eventual invoking of lack of representation quality. **12.3.** The signatory Parties hereby acknowledge that the provisions of this Contract, as such provisions are drafted, represent the entire agreement between them, freely expressed, and they also acknowledge that they have negotiated and agreed upon each of these provisions hereunder and are specifically accepted, especially the provisions specified in art. 4.4, 5.1, 6.1, 7.1, 10.3 si 10.4, the provisions of the Civil Code on adhesion contracts and standard and non-usual clauses not being applicable.
12.4 Partile convin expres ca prezentul Contract poate fi semnat de reprezentantii legali ai fiecarei parti sau imputernicitii acestora atat olograf, cat si utilizand o semnatura electronica. Indiferent de formalitatea aleasa de parti pentru semnarea Contractului, partile convin expres ca toate exemplarele Contractului (in format electronic sau fizic, pe suport de hartie- semnat olograf sau printat) au aceeasi forta juridica. **12.5.** Fiecare parte garanteaza ca semnatura electronica aplicata de fiecare dintre persoanele fizice semnatare este alocata reprezentantilor sai indreptatiti conform legii aplicabile si/sau actelor statutare sa reprezinte legal partea respectiva, sau imputernicitilor acestora, dupa caz. Prin „semnatura electronica" in intelesul prezentului Contract este definita modalitatea de semnare in format electronic a inscrisurilor in baza unui certificat digital calificat nesuspendat sau nerevocat la momentul respectiv ii generata cu ajutorul unui dispozitiv securizat de creare a semnaturii electronice eliberat de un furnizor autorizat conform legislatiei aplicabile fiecarei parti prin care respectivul inscris semnat electronic este asimilat, in ceea ce priveite conditiile ii efectele sale, cu inscrisul sub semnatura privata.	**12.4** The parties expressly agree for this Contract to be signed by the legal representatives of each party or their proxies thereof, by hand or by using an electronic signature. Irrespective of the method chosen by the parties for the signing of this Contract, the parties expressly agree that all the copies of the Contract (in hard copy or electronic format, on paper – signed by hand or electronically) have the same force of evidence. **12.5.** Each party warrants that the electronic signature applied by each of the signatory natural persons is allocated to its rightful representatives as per the law applicable and/or the statutory documents to legally represent the respective party, or to their proxies thereof, as the case may be. By *"electronic signature"*, to the meaning of this Contract, is defined the electronic document signing method based on a qualified digital certificate unsuspended or non-revoked at the respective moment and generated by a secure device for creating an electronic signature delivered by an authorized provider as per the law applicable to each party, by which the respective electronically signed document is incorporated, with regards to its conditions and effects, with the document under private signature.
Art. 13. Protectia datelor cu caracter personal **13.1.** Datele cu caracter personal ale reprezentantilor Partilor, la care Rompetrol / URBIA SECTOR 2 SA, in calitate de Imputernicit/Operator de date, sau persoanele imputernicite, care prelucreaza date cu caracter personal, vor avea acces in derularea prezentului contract, se vor prelucra in conditiile Regulamentului (UE) 2016/679 - privind protectia persoanelor fizice in ceea ce priveite prelucrarea datelor cu caracter personal ii privind libera circulatie a acestor date ii de abrogare a Directivei 95/46/CE (Regulamentul general privind protectia datelor). **13.2.** Partile nu prefigureaza ca in baza prezentului Contract sa fie transmise alte date cu caracter personal decat informatiile de contact ale persoanelor implicate in executarea Contractului din	**Art. 13. Protection of the personal data** **13.1.** The personal data of the representatives of the Parties, to which Rompetrol/ URBIA SECTOR 2 SA, as data processor/data controller, or its persons empowered to process personal data, shall have access to, during the performance of this agreement, shall be processed as per the conditions of the (EU) Regulation 2016/679 – on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). **13.2.** The parties do not prefigure that based on the Contract to be transmited other personal data than the contact information of the persons involved in the execution of the Contract by the Parties, their affiliates

partea Partilor, afiliatilor sau subcontractorilor acestora, respectiv a reprezentantilor legali/imputernicitilor acestora, respectiv nume, prenume, functia, adresa de business, nr. de telefon si email de business.

13.3. Operatorul de date va prelucra datele cu caracter personal ale celeilalte Parti/reprezentantilor celeilalte Parti in scopul executarii acestui Contract, precum si pentru a-ii indeplini obligatiile care ii sunt impuse de legislatia aplicabila, precum si in scopuri legitime, cum ar fi prevenirea fraudei, realizarea raportarilor interne, aplicarea masurilor de analiza a clientelei conform legislatiei aplicabile etc., in conditiile Regulamentului General privind protectia datelor.

13.4. Partile au obligatia de a informa direct, conform art. 12 si 13 din Regulamentul General privind protectia datelor, reprezentantii sau salariatii sai imputerniciti in relatia cu Rompetrol, respectiv URBIA SECTOR 2 SA cu privire la prelucrarea datelor lor de catre cealalta parte, pentru scopuri de gestionare a Contractului, pentru verificarile si raportarile prevazute de legislatia aplicabila, pentru indeplinirea unei obligatii legale, cum ar fi Legea nr. 656/2002 pentru prevenirea si sanctionarea spalarii banilor, precum si pentru instituirea unor masuri de prevenire si combatere a finantarii actelor de terorism, precum si in alte scopuri legitime in functie de relatia contractuala.

13.5. Partile vor asigura standardele de securitate cu privire la datele cu caracter personal, aia cum prevede articolul 32 din Regulamentului General privind protectia datelor. Astfel Partile se obliga sa ia ii sa aplice toate masurile tehnice ii operationale adecvate in vederea protejarii datelor cu caracter personal impotriva oricaror distrugeri accidentale sau ilegale, pierderi, modificari, dezvaluiri sau acces neautorizat ii impotriva procesarii ilegale.

13.6. Persoanele vizate ale caror date sunt prelucrate astfel de Parti au drepturile prevazute de catre articolele 15 -22 din Regulamentului General privind protectia datelor, respectiv:

- dreptul de acces la date conform art. 15;
- dreptul de rectificare a datelor, conform art. 16;
- dreptul de itergere a datelor, conform art. 17;
- dreptul la restrictionarea datelor, conform art. 18;
- dreptul la portabilitatea datelor, conform art. 20;
- dreptul de a obiecta, conform art. 21;
- dreptul de a nu fi supus unei decizii individuale automatizate, inclusiv profilare, conform art. 22;
- dreptul de a va adresa Autoritatii Nationale pentru Supravegherea Prelucrarii Datelor cu Caracter Personal ii justitiei.

13.7. Toate aceste drepturi pot sa fie exercitate de catre persoana vizata printr-o cerere scrisa, semnata si datata, transmisa la urmatoarele date de contact:
(i) Societatea Rompetrol Downstream SRL,
Sediu: Bucuresti, Piata Presei Libere nr. 3-5, Cladirea City Gate Turnul de Nord, et. 2, sector 1;
Adresa de email : dataprotection@rompetrol.com

or their sub-contractors, or their legal representatives / agents, namely the name, surname, function, business address, no. phone and business email.

13.3. The data controller shall process the personal data of the other Parties/the other Parties Representatives for the purpose of performing this Agreement, and in order to fulfill the obligations required by the law applicable, as well as for legitimate purposes, such as fraud prevention, setting up internal reporting, implementation of the customer analysis measures as per the law applicable, etcetera, under the conditions of the General Regulation on data protection.

13.4. Parties have the obligation to directly inform, as per art. 12 and 13 of the General Regulation on data protection, its representatives or its empowered employees in the relation with Rompetrol, respectively URBIA SECTOR 2 SA with regard to their data processing by the other Party, for purposes of management of the agreements concluded by the Client with the Company [....], and represented by them, for the examinations and reporting provided by the law applicable, for the fulfillment of a legal obligation, such as Law 656/2002 on the prevention and sanctioning of money laundering, as well as on setting up certain measures for the prevention and combating terrorism financing, as well as for other legitimate purposes depending on the contractual relationship.

13.5. The Parties shall guarantee the security standards with regard to personal data, as provided for by 32 of the General Regulation on data protection. Therefore, the Parties undertakes to take and implement all the technical and operation measures appropriate in the interest of personal data protection against any and all destruction or illegal loss, amendments, disclosures or unauthorized access and against their illegal processing thereof.

13.6. The data subjects whose data are thus processed by the Parties have the rights provided for by articles 15 -22 of the General Regulation on data protection, respectively:

- Right to access personal data as per art. 15;
- Right to data rectification, as per art. 16;
- Right of data erasure (right to be forgotten), as per art. 17;
- Right to restriction of processing, as per art. 18;
- Right to data portability, as per art. 20;
- Right to object, as per art. 21;
- the right not to be subject to a decision based solely on automated processing, including profiling, as per art. 22;
- Right to address the National Supervisory Authority for Personal Data Processing and the courts of law;

13.7. All these rights can be exercised by a written application, signed and dated, by the data subject, sent at the following data contact:
(i) Company Rompetrol Downstream SRL,
Headquarter: Bucharest, 3-5 Piata Presei Libere, City Gate Bulding, Northern Tower, second floor, first floor;
Email address: dataprotection@rompetrol.com

Docusign Envelope ID: EAE21AD7-C074-8D4F-83C5-D1BD1CF4F9AB

(ii) Societatea: URBIA SECTOR 2 SA
Sediu Strada Electronicii, nr 44, sector 2, Bucuresti
Adresa de email office@urbiasector2.ro

13.8. Partea va raspunde acestei solicitari in termen de 30 de zile in conditiile prevazute de Regulamentul General privind protectia datelor.

13.9. De asemenea, Responsabilului cu protectia datelor al fiecarei Parti poate fi contactat, prin posta, la adresa sediului Partii, mentionand ca destinatar pe plicul de corespondenta numele Societatii, in atentia „Responsabilului cu protectia datelor".

Acest contract s-a incheiat astazi, 21.07.2026, la Bucuresti, in 2 exemplare, cate unul pentru fiecare parte. Prezentul Contract a fost incheiat in limba romana si in limba engleza. In cazul in care exista neconcordante intre versiunea in limba romana si cea in limba engleza, versiunea in limba romana va prevala.

V A N Z A T O R/SELLER,

ROMPETROL DOWNSTREAM SRL

C

_ Signed by: _/ C _

A

_ DocuSigned by: _/ M _

Derulant/Contract Owner

A

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A

(ii) Company: URBIA SECTOR 2 SA
Headquarter Strada Electronicii, nr 44, sector 2, Bucuresti
Email address office@urbiasector2.ro

13.8. The Party shall formulate a response letter within 30 days under the conditions provided for by the General Regulation on data protection.

13.9. Furthermore, the Party Data protection officer can be contacted by mail, at the Party headquarters address, mentioning as addressee on the correspondence envelope "Company [....] – Data protection officer".

This Contract was concluded today, 21.07.2026, in Bucharest, in 2 counterparts one for each Party. This Contract was concluded both in Romanian and English languages. In case of discrepancies between the Romanian version and the English version, the Romanian version shall prevail.

CUMPARATOR/BUYER,

URBIA SECTOR 2 SA

Signed by:

F

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