

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Eversheds Sutherland (US) LLP	2. Registration Number 7681
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3. Primary Address of Registrant  
700 6th St. NW, Washington, DC 20001

4. Name of Foreign Principal Romanian-American Strategic Advancement Initiative	5. Address of Foreign Principal c/o CIS GAS SA,, 686 Str Voicenilor Santana de Mures ROMANIA 547565
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6. Country/Region Represented  
ROMANIA

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) See Appendix for Response
- Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Romanian-American Strategic Advancement Initiative is a coalition consisting of the following three privately-owned energy companies: CIZ GAZ, S.A., IRIGC Impex SRL, and MVN structural Consulting SRL.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Romanian-American Strategic Advancement Initiative is a coalition consisting of the following three privately-owned energy companies: CIZ GAZ, S.A., IRIGC Impex SRL, and MVN structural Consulting SRL.


**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/24/2025	Theodore cominos	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Theodore cominos
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/24/2025	Theodore Cominos	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix Response to Item 7**

**Item 7: Indicate whether the foreign principal is one of the following: Other (specify).**

The Romanian-American Strategic Advancement Initiative is a coalition consisting of the following three privately-owned energy companies: CIZ GAZ, S.A., IRIGC Impex SRL, and MVN Structural Consulting SRL.

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Eversheds sutherland (US) LLP	2. Registration Number 7681
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3. Name of Foreign Principal  
Romanian-American Strategic Advancement Initiative

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 12/03/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Romanian-American Strategic Advancement Initiative (the "Initiative") is a coalition consisting of the following three privately-owned energy companies: CIZ GAZ, S.A., IRIGC Impex SRL, and MVN Structural Consulting SRL. Registrant will advise and represent the Initiative in its efforts to develop and strengthen economic, security, and diplomatic relations between the U.S. and Romania, with an immediate focus on developing support for the vertical corridor initiative within central and Eastern Europe and the Balkans.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Romanian-American Strategic Advancement Initiative (the "Initiative") is a coalition consisting of the following three privately-owned energy companies: CIZ GAZ, S.A., IRIGC Impex SRL, and MVN Structural Consulting SRL. Registrant will advise and represent the Initiative in its efforts to develop and strengthen economic, security, and diplomatic relations between the U.S. and Romania, with an immediate focus on developing support for the Vertical corridor initiative within central and Eastern Europe and the Balkans.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix for Response			
			\$ 600,000.00
			Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
11/25/2025-11/25/2025	Putala Strategies	Disbursement of funds from the Romanian-American Strategic Advancement Initiative for services performed under the Agreement.	\$ 150,000.00
12/15/2025-12/15/2025	Putala Strategies	Disbursement of funds from the Romanian-American Strategic Advancement Initiative for services performed under the Agreement.	\$ 150,000.00
			\$ 300,000.00
			Total

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/24/2025	Theodore Cominos	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Theodore Cominos
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/24/2025	Theodore Cominos	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix Response to Item 10**

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

The Romanian-American Strategic Advancement Initiative (the "Initiative") is a coalition consisting of the following three privately-owned energy companies: CIZ GAZ, S.A., IRIGC Impex SRL, and MVN Structural Consulting SRL. Registrant will advise and represent the Initiative in its efforts to develop and strengthen economic, security, and diplomatic relations between the U.S. and Romania, with an immediate focus on developing support for the Vertical Corridor initiative within Central and Eastern Europe and the Balkans.

## Appendix Response to Item 12

**Item 12: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value.**

<b>Date Received</b>	<b>From Whom</b>	<b>Purpose</b>	<b>Amount/Thing of Value</b>
11/26/2025- 11/26/2025	Romanian-American Strategic Advancement Initiative	Funds to be held in escrow on behalf of the Romanian-American Strategic Advancement Initiative for disbursement related to services performed under the Agreement once it took effect.	\$ 200,000.00
12/10/2025- 12/10/2025	Romanian-American Strategic Advancement Initiative	Funds to be held in escrow on behalf of the Romanian-American Strategic Advancement Initiative for disbursement related to services performed under the Agreement once it took effect.	\$ 300,000.00
12/11/2025- 12/11/2025	Romanian-American Strategic Advancement Initiative	Funds to be held in escrow on behalf of the Romanian-American Strategic Advancement Initiative for disbursement related to services performed under the Agreement once it took effect.	\$ 100,000.00

EVERSHEDS  
SUTHERLAND

Eversheds Sutherland (US) LLP

227 West Monroe Street, Suite 6000

Chicago, IL 60606-5087

November 22, 2025

**LETTER OF ENGAGEMENT**

Re: The Romanian-American Strategic Advancement Initiative

Dear Sirs:

Eversheds Sutherland (US) LLP (also referred to as "we" or the "Firm") is pleased to be retained by the undersigned (each a "Client" or "you" and collectively the "Clients" or "you") to provide legal services to your consortium to establish, strengthen and consolidate the strategic partnership between the United States and Romania in the field of security, encompassing, but not limited to, economic cooperation, energy security (e.g. the Vertical Corridor initiative within Central and Eastern Europe and the Balkans), diplomatic cooperation and related areas of mutual interest, representing the Romanian-American Strategic Advancement Initiative (the "Initiative") in connection with the efforts to bolster economic relations between the United States and Romania. We look forward to working with you on the matter. Prior to undertaking an engagement, it is our practice in opening new matters for clients to provide an engagement letter in order to confirm our mutual understanding of the terms and conditions under which we will render legal services and the scope of such services.

Joint Representation Considerations. Each of you has engaged the Firm to represent you jointly in this matter. The applicable ethical rules require us to make certain disclosures to you concerning possible conflicts of interest and the potential risks and consequences that could result in a joint representation and to obtain from each of you your consent to proceed with the joint representation. While it presently appears that the interests of each of you are fully aligned with respect to this matter, the representation of multiple clients always raises the potential risk that disputes or conflicts between or among the clients may arise during the engagement, which could create a conflict of interest for the Firm. For example, a conflict may arise if one client finds it necessary to take a position adverse to another client. If that were to occur, the Firm would not be able to represent the conflicting interests simultaneously. If actual conflicts or divergences of interest occur, the Firm may not be able to exercise independent professional judgment and loyalty on behalf of each of you in this matter. In that event, the Firm may be required to withdraw from its representation of one or the other of you if the conflict cannot be resolved satisfactorily. In certain situations, the Firm may be required to withdraw from representing all clients in the matter. In either case, we would, of course, cooperate with the affected client or clients in effecting an orderly transition to new counsel. Based on our understanding of the facts, we are unaware of any present conflict that would ethically preclude a joint representation, and we do not anticipate that any such conflict will arise in the future. We ask that you call to our attention immediately any circumstance of which you are or become aware that you believe may lead to any actual conflict between either of you. Communications and information provided by each of you to the Firm during the joint representation in this matter will be held in confidence, will be subject to the attorney-client privilege, and will not be disclosed to others without consent. Nevertheless, you should be aware that all information we receive from each of you relating to the matter will be fully shared with and disclosed to the other Client(s). A request by one Client to withhold such information from the other Client(s) may require the Firm to withdraw from

Eversheds Sutherland (US) LLP is part of a global legal practice, operating through various separate and distinct legal entities, under Eversheds Sutherland. For a full description of the structure and a list of offices, please visit [www.eversheds-sutherland.com](http://www.eversheds-sutherland.com).

representation of the Client requesting non-disclosure, particularly if such information is material to the matter. If you know of any information regarding this matter that you do not wish to have shared with others, you should advise us (without necessarily disclosing the information), so that we may determine whether it is appropriate to continue the joint representation. In addition, while the attorney-client privilege will continue to be applicable as to third parties, the privilege will likely not apply as between or among each of you with respect to your communications and information regarding this matter in the event of a subsequent dispute between or among you relating to the Initiative.

Scope of Engagement. At this time, we have been retained by to provide legal services in relation to the Initiative. It is our understanding that each of you relies, or may rely, upon inside legal counsel and / or other outside law firms for the provision of additional legal services. As such, our representation of, and responsibility to, each of you is expressly limited to those specific agreed-upon matters for which you request our services in relation to the Initiative. In order to enable us effectively to render these services, you have agreed to disclose fully and accurately all facts and keep us apprised of all developments relating to the Initiative. You have agreed otherwise to cooperate fully with us and to be available to attend meetings and conferences, hearings relating to the Initiative.

Principal Points of Contact. We understand that you wish for us to serve as one of the Client Representatives in relation to your engagement of Putala Strategies, and that we will take direction from each of you and otherwise maintain communication with you as necessary relating to your services under that engagement, and to generally assisting in the coordination of activities with Putala Strategies. Subject to any contrary provisions of the applicable ethics rules or contrary statutory or other legal requirements, such communications, as well as any information relating to this engagement that is received by the Firm and deemed by you to be confidential, will not be disclosed to third parties without your consent. You should nevertheless exercise care in the transmission and receipt of correspondence, faxes, electronic messages, and other confidential documents in order to avoid an inadvertent waiver of confidentiality and privilege.

Fees and Billing. Our fees generally are based upon the time spent and our then-prevailing hourly rates. Our hourly rates are established for each attorney, legal assistant and other para-professionals, depending upon the nature and length of their experience and particular skills, and are reviewed and revised periodically, generally annually. We are mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. Accordingly, we will seek at all times to handle your matter as efficiently and effectively as possible without sacrificing the quality of our services. The current hourly rates for those Partners, Counsel, Senior Associate, and Associate that have worked or are expected to work on your matter are as follows: Partner (\$1,000-1,750), Counsel (\$850-1,200), Associate (\$575-\$1,075), and paralegal (\$300). We will not exceed a monthly fee expenditure of Fifty Thousand United States Dollars per month in relation to your matter, without your prior written consent. Our rates are typically reviewed and updated on an annual basis at year-end for the following calendar year. We reserve the right to call upon other attorneys in our Firm to advise or assist us on your matters where appropriate. You agree that any advance payment of fees that we receive from you will be treated as property of the Firm upon receipt, so that it will not be necessary for us to place such amounts in a client fund trust account. Your agreeing to have such amounts treated as Firm property upon receipt in no way limits our obligation to return to you any balance remaining after we apply such amounts as credits against fees earned or charges incurred. You have agreed to be

responsible for the following portion of fees ascribed next to your signature, to be billed quarterly plus an allocable portion of our charges for costs and expenses incurred by us. In addition to the payment of our fees, you will be responsible for costs and expenses incurred, such as charges for photocopying, messenger and delivery service, computerized research, document review platforms hosted by the Firm or third-party vendors, expert and consultant fees, travel (including business class airfare, lodging, meals, ground transportation, parking and mileage), printing, necessary secretarial overtime, filing fees, etc. Charges for certain of such items may exceed our direct costs to cover our overhead.

Taxes, Duties & Fees. All of our fees and expenses are exclusive of taxes (including, without limitation, value added, withholding, excise, sales or use taxes), duties, charges or costs that may be assessed or levied by any governmental authority, including US local, state or federal regulatory or taxing authorities and any taxing authorities outside the US ("Taxes"), other than payroll taxes with respect to the Firm's personnel and taxes imposed on the Firm's income or property generally. You will be responsible for all Taxes. You may provide us with an exemption certificate or equivalent information acceptable to the relevant tax authority, in which case, we will not charge or collect any Taxes covered by such certificate. All fees and expenses due to the Firm in connection with this engagement will be paid without withholding or deduction for Taxes. For example, without limitation, all fees and expenses due to the Firm in connection with this engagement will be paid without withholding or deduction for Taxes. Throughout the term of this engagement, each party will, upon reasonable request by the other party, provide such other party with any forms, documents or certifications as may be required for such other party to satisfy any information reporting or withholding tax obligations under applicable law with respect to any payments under this engagement.

Global Resources. Eversheds Sutherland is the name and brand under which the members of Eversheds Sutherland Limited (Eversheds Sutherland (International) LLP and Eversheds Sutherland (US) LLP), and their respective controlled, managed, affiliated and member firms (each an "Eversheds Sutherland Entity" and together the "Eversheds Sutherland Entities") provide legal or other services to clients around the world. Eversheds Sutherland Entities are constituted and regulated in accordance with applicable local regulatory and legal requirements and operate in accordance with their locally registered names. The use of the name Eversheds Sutherland is for description purposes only and does not imply that the member firms or their controlled, managed, affiliated and member entities are in a partnership or are part of a global partnership. Each Eversheds Sutherland Entity will remain a separate legal entity, there will be no profit sharing, and client information will remain separate unless multiple entities are working together on a matter. Any reference to partners, counsel or any other titled attorneys or employees will be deemed to refer to such persons' status with the specific Eversheds Sutherland Entity with which they are affiliated. The global resources of Eversheds Sutherland are diverse and extensive, and can be made available to assist in your matter if necessary. We generally prefer that you engage any of our international offices directly through their standard terms and conditions, but if we agree that you will engage such international office(s) through us, they will be deemed our subcontractor providing services to you as part of our integrated legal practice. We reserve the right to memorialize such arrangement through an addendum to this engagement letter in which any required terms of such international office would be reflected.

Conflicts. Eversheds Sutherland provides advice to a large number of clients on a wide variety of matters in the US and around the world. In order to streamline the process for US conflicts, we ask for your agreement to each of the following:

- Application of Local Country Conflicts Rules. We request, solely with respect to non-litigation matters, that when a new client is on-boarded or a new matter is opened in one of the international offices of an Eversheds Sutherland Entity, the conflicts rules of the jurisdiction in which that Eversheds Sutherland Entity is organized (the "Local Country Conflicts Rules") apply with respect to any such new client or matter and that the US state-based conflicts rules not apply, recognizing that under the Local Country Conflicts Rules of most other countries, such new client or matter would not pose a conflict even if the new client/matter would be adverse to you, unless the new matter is substantially related to work the Firm would perform or is performing in one of its US offices that gives rise to the conflict. This approach would not involve any exception to your conflict policies, but rather would take account of the differing conflict rules around the world by selecting the rules of the jurisdiction where the new matter arises. Your signature below confirms your agreement to this approach for non-litigation matters.
- Advance Consent and Conflict Waiver. In all matters where an actual or potential conflict arises because of the contemplated representation of another client by Eversheds Sutherland (US) LLP, we ask for your advance consent and waiver for Eversheds Sutherland (US) LLP to represent such other clients who are adverse to you or any of your affiliates, including any person acting as a trustee or fiduciary of a retirement or other benefit plan, in non-litigation matters that are not substantially related to matters as to which we at Eversheds Sutherland (US) LLP have acted or are acting on your behalf. Eversheds Sutherland (US) LLP would also not act for the opposing party absent consent where there is a substantial risk that confidential factual information we have obtained from you would be material to the matter. Providing us with your advance consent and waiver would mean that Eversheds Sutherland (US) LLP would be able, without further consent from you, to advise or otherwise act for the opposing party in a future transactional matter, regulatory matter, lobbying or other legislative matter, in providing advice or counseling, or in any other type of matter short of litigation or other formal adversary proceeding, so long as the matter is not substantially related to work we have performed or are performing for you and so long as there is not a substantial risk that confidential factual information we have obtained from you is material to the matter. Your signature below confirms your agreement to this advance consent and waiver.

Insolvency and Restructuring Matters. We often represent debtors, trustees, committees, creditors, examiners, as well as insurers, reinsurers and counterparties to insurers and reinsurers, and other parties in bankruptcy, insolvency and restructuring proceedings occurring in or outside of court, and it may be the case that you will be a creditor, be affected by, or have other interests in numerous such proceedings. For the avoidance of doubt, you agree that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any Restructuring Matter (as defined below) that is not substantially related to our work for you, even if the interests of such clients in those Restructuring Matters are directly adverse to you. To that end, you agree, to the extent permitted by applicable ethics rules and/or law, that any such scenario does not constitute a conflict, and in the alternative, should any such scenario be deemed to constitute a conflict under applicable rules and/or

law despite your agreement to the contrary, you hereby agree that the conflict is waived and you consent to our representation of such other client(s). You further agree that we are under no obligation to disclose the identity of such other actual or prospective clients in these circumstances. "Restructuring Matter" means any case, contested matter, or adversary proceeding arising in, arising under, or relating to title 11 of the United States Code, 11 USC sections 101 et seq., any receivership, liquidation, foreclosure, or similar state, federal or international judicial or administrative proceeding, or any out-of-court refinancing, recapitalization, restructuring, or workout, including any informal or formal delinquency proceedings, regulatory approval process and/or oversight requirements relevant to distressed insurers. Your signature below confirms your agreement to this approach.

Third-Party Subpoenas. In our representation of other clients in adversary proceedings, we occasionally need to serve discovery requests on another client by means of a third-party subpoena. Should we need to serve such third-party discovery requests on you, we will provide you with advance notice and will request that we may proceed with such discovery as may be necessary. It is understood that you will consider in good faith such requests, and that you will be favorably inclined toward consenting to allow the Firm to undertake such discovery absent unusual circumstances.

Use of Generative Artificial Intelligence ("AI"). The Firm is continually evaluating the use of Generative AI products to streamline provision of legal services to our clients, and to confirm that any such product approved for use by Firm attorneys meets our professional ethics obligations, including as to maintaining confidentiality of client information and applicability of the attorney-client privilege and all other applicable privileges. All products that we make available to our attorneys for approved use are and will be "enterprise" products, meaning all information is contained within the Firm and nothing is used to educate or train any Generative AI tool model. We have adopted a Generative Artificial Intelligence Policy regarding such products to govern adoption, use and maintenance of such products and will provide a copy of that Policy upon request. Pursuant to that Policy, we will only use Generative AI products that meet our rigorous standards for suitability, quality, confidentiality and security, and only after consultation with you prior to use of such product(s) on your matters.

Non-Assignment. By agreeing to this representation, you agree and recognize that the legal services to be furnished pursuant to this engagement are of a unique and personal nature that gives them a peculiar value, and therefore, by your and our agreement, may not be assigned by either of us except with the prior written agreement of both of us.

Termination of Engagement or Individual Matters. You have the right to terminate our services and representation entirely, or as to any individual matter, at any time for any reason upon written notice. We reserve the right to withdraw from our representation entirely, or as to any given individual matter, if, among other things, irreconcilable conflicts arise with another existing client, if any fact or circumstance arises that would, in our view, render our continuing representation unlawful, unethical, or inconsistent with the terms of this engagement letter, if you fail to pay our fees and expenses, or for any other reason permitted by applicable ethics rules. We would, of course, honor instructions to take reasonable measures under the circumstances to facilitate the orderly transfer of responsibility to other counsel of your choice. If you request us to transfer the files for this matter or any other matter subject to this engagement letter, you agree to be responsible for any reasonable expenses incurred in connection with such transfer, apart from any expenses we incur in making a copy of such files for

our records. If neither of us expressly terminates any individual matter arising under this engagement, such individual matter shall be deemed terminated at such time as the services for which we were engaged are completed. If the services for all matters to which this engagement letter applies are completed, the engagement shall be deemed terminated for all purposes, including conflicts; provided that if additional services are later performed without agreement as to a new engagement letter or a written addendum hereto, this engagement letter will be deemed reinstated and shall apply to such additional services.

Document Retention. You agree that, unless we receive other written instructions from you with respect to the storage of your electronic and physical files, we will maintain your files for a period of seven years following conclusion of the matter, after which we are entitled to discard such files with no further notice to, or consent from, you. The foregoing time period is subject to any protective orders or confidentiality agreements entered into pursuant to this engagement that may specify a different time period or process for the disposition of documents. You agree that, during any period of file maintenance following termination of the matter, we may at our sole discretion choose to scan all or portions of any physical file and discard such physical file (or scanned portion) following such scanning. Reasonable steps will be taken to ensure that your files are discarded in a manner that does not compromise their confidentiality.

Arbitration. Finally, we wish to confirm that in the event of a disagreement between us regarding the terms, conditions, or other provisions of this agreement, Illinois law shall apply. In addition, unless we mutually agree otherwise in writing, we agree that any controversy or claim arising out of this representation, including any dispute regarding fees or alleged lawyer malpractice, will be submitted to a confidential binding arbitration administered by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect, before a single neutral arbitrator if the dispute involves less than \$2 million and before a panel of three neutral arbitrators if the dispute involves \$2 million or more. The arbitrators shall be selected as follows: (1) where a single arbitrator is used, we will agree on such arbitrator, but if agreement is not reached, JAMS shall select the arbitrator; and (2) where a panel of three arbitrators is used, each of us will appoint one arbitrator in accordance with JAMS Rule 7(c) and we will agree on a third arbitrator who shall be appointed as chairperson. In the absence of our agreement, JAMS will select the third arbitrator who shall be appointed as Chairman by JAMS in accordance with Rule 7(b). The parties shall share the costs of the proceeding as charged by JAMS, including but not limited to the arbitrator fees; however, the arbitrator(s) may, in his/her/their discretion, award the prevailing party its reasonable attorneys' fees and costs, including the costs of the proceeding. Any such arbitration shall take place in Chicago, Illinois and be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof, including but not limited to the jurisdiction in which the arbitration hearing took place, or having jurisdiction over the relevant party or its assets. The prevailing party shall recover its reasonable attorneys' fees and costs should it need to pursue further relief in court to enforce an award entered in its favor. An arbitration is not the same as a proceeding in court, and by agreeing to arbitrate any dispute, you are giving up your right to go to court and have a dispute resolved by a judge or jury. You should consult with an independent attorney before agreeing to give up such rights. By signing below, you agree that you have had an opportunity to consult with an independent attorney regarding the advisability and effect of such a provision, and that you are voluntarily signing this agreement.

EVERSHEDS  
SUTHERLAND

Page 7

We look forward to serving you and are grateful that you have chosen us for this representation. We hope that this letter has been helpful in clarifying the scope of our engagement.

If the foregoing is an acceptable summary of the terms and conditions of our representation, please indicate your acceptance by executing this letter in the space provided below and returning a pdf copy to me.


Sincerely,

**Eversheds Sutherland (US) LLP**

Page 7

EVERSHEDS  
SUTHERLAND

**AGREED and ACCEPTED:**

<b>IRIGC IMPEX SRL</b>
<u>Address:</u> Str. Afluentului, Nr. 14, Bucharest, Sector 1, Romania
<u>Telephone:</u> +40272369702
<u>Email:</u> [REDACTED]
<u>Trade Register Number:</u> [REDACTED]
<u>Unique Registration Code:</u> [REDACTED]
<u>Retainer Amount:</u> \$200,0000
For and on Behalf of <b>IRIGC IMPEX SRL</b> <u>Signature:</u>  <u>Name:</u> <u>TRAIAN POAK</u> <u>Position:</u> <u>CEO</u> <u>Date:</u> <u>11.21.2025</u>

Eversheds Sutherland (US) LLP

227 West Monroe Street, Suite 6000

Chicago, IL 60606-5087

November 22, 2025

**LETTER OF ENGAGEMENT**

Re: The Romanian-American Strategic Advancement Initiative

Dear Sirs:

Eversheds Sutherland (US) LLP (also referred to as “we” or the “Firm”) is pleased to be retained by the undersigned (each a “Client” or “you” and collectively the “Clients” or “you”) to provide legal services to your consortium to establish, strengthen and consolidate the strategic partnership between the United States and Romania in the field of security, encompassing, but not limited to, economic cooperation, energy security (e.g. the Vertical Corridor initiative within Central and Eastern Europe and the Balkans), diplomatic cooperation and related areas of mutual interest, representing the Romanian-American Strategic Advancement Initiative (the “Initiative”) in connection with the efforts to bolster economic relations between the United States and Romania. We look forward to working with you on the matter. Prior to undertaking an engagement, it is our practice in opening new matters for clients to provide an engagement letter in order to confirm our mutual understanding of the terms and conditions under which we will render legal services and the scope of such services.

Joint Representation Considerations. Each of you has engaged the Firm to represent you jointly in this matter. The applicable ethical rules require us to make certain disclosures to you concerning possible conflicts of interest and the potential risks and consequences that could result in a joint representation and to obtain from each of you your consent to proceed with the joint representation. While it presently appears that the interests of each of you are fully aligned with respect to this matter, the representation of multiple clients always raises the potential risk that disputes or conflicts between or among the clients may arise during the engagement, which could create a conflict of interest for the Firm. For example, a conflict may arise if one client finds it necessary to take a position adverse to another client. If that were to occur, the Firm would not be able to represent the conflicting interests simultaneously. If actual conflicts or divergences of interest occur, the Firm may not be able to exercise independent professional judgment and loyalty on behalf of each of you in this matter. In that event, the Firm may be required to withdraw from its representation of one or the other of you if the conflict cannot be resolved satisfactorily. In certain situations, the Firm may be required to withdraw from representing all clients in the matter. In either case, we would, of course, cooperate with the affected client or clients in effecting an orderly transition to new counsel. Based on our understanding of the facts, we are unaware of any present conflict that would ethically preclude a joint representation, and we do not anticipate that any such conflict will arise in the future. We ask that you call to our attention immediately any circumstance of which you are or become aware that you believe may lead to any actual conflict between either of you. Communications and information provided by each of you to the Firm during the joint representation in this matter will be held in confidence, will be subject to the attorney-client privilege, and will not be disclosed to others without consent. Nevertheless, you should be aware that all information we receive from each of you relating to the matter will be fully shared with and disclosed to the other Client(s). A request by one Client to withhold such information from the other Client(s) may require the Firm to withdraw from

representation of the Client requesting non-disclosure, particularly if such information is material to the matter. If you know of any information regarding this matter that you do not wish to have shared with others, you should advise us (without necessarily disclosing the information), so that we may determine whether it is appropriate to continue the joint representation. In addition, while the attorney-client privilege will continue to be applicable as to third parties, the privilege will likely not apply as between or among each of you with respect to your communications and information regarding this matter in the event of a subsequent dispute between or among you relating to the Initiative.

Scope of Engagement. At this time, we have been retained by to provide legal services in relation to the Initiative. It is our understanding that each of you relies, or may rely, upon inside legal counsel and / or other outside law firms for the provision of additional legal services. As such, our representation of, and responsibility to, each of you is expressly limited to those specific agreed-upon matters for which you request our services in relation to the Initiative. In order to enable us effectively to render these services, you have agreed to disclose fully and accurately all facts and keep us apprised of all developments relating to the Initiative. You have agreed otherwise to cooperate fully with us and to be available to attend meetings and conferences, hearings relating to the Initiative.

Principal Points of Contact. We understand that you wish for us to serve as one of the Client Representatives in relation to your engagement of Putala Strategies, and that we will take direction from each of you and otherwise maintain communication with you as necessary relating to your services under that engagement, and to generally assisting in the coordination of activities with Putala Strategies. Subject to any contrary provisions of the applicable ethics rules or contrary statutory or other legal requirements, such communications, as well as any information relating to this engagement that is received by the Firm and deemed by you to be confidential, will not be disclosed to third parties without your consent. You should nevertheless exercise care in the transmission and receipt of correspondence, faxes, electronic messages, and other confidential documents in order to avoid an inadvertent waiver of confidentiality and privilege.

Fees and Billing. Our fees generally are based upon the time spent and our then-prevailing hourly rates. Our hourly rates are established for each attorney, legal assistant and other para-professionals, depending upon the nature and length of their experience and particular skills, and are reviewed and revised periodically, generally annually. We are mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. Accordingly, we will seek at all times to handle your matter as efficiently and effectively as possible without sacrificing the quality of our services. The current hourly rates for those Partners, Counsel, Senior Associate, and Associate that have worked or are expected to work on your matter are as follows: Partner (\$1,000-1,750), Counsel (\$850-1,200), Associate (\$575-\$1,075), and paralegal (\$300). We will not exceed a monthly fee expenditure of Fifty Thousand United States Dollars per month in relation to your matter, without your prior written consent. Our rates are typically reviewed and updated on an annual basis at year-end for the following calendar year. We reserve the right to call upon other attorneys in our Firm to advise or assist us on your matters where appropriate. You agree that any advance payment of fees that we receive from you will be treated as property of the Firm upon receipt, so that it will not be necessary for us to place such amounts in a client fund trust account. Your agreeing to have such amounts treated as Firm property upon receipt in no way limits our obligation to return to you any balance remaining after we apply such amounts as credits against fees earned or charges incurred. You have agreed to be

responsible for the following portion of fees ascribed next to your signature, to be billed quarterly plus an allocable portion of our charges for costs and expenses incurred by us. In addition to the payment of our fees, you will be responsible for costs and expenses incurred, such as charges for photocopying, messenger and delivery service, computerized research, document review platforms hosted by the Firm or third-party vendors, expert and consultant fees, travel (including business class airfare, lodging, meals, ground transportation, parking and mileage), printing, necessary secretarial overtime, filing fees, etc. Charges for certain of such items may exceed our direct costs to cover our overhead.

Taxes, Duties & Fees. All of our fees and expenses are exclusive of taxes (including, without limitation, value added, withholding, excise, sales or use taxes), duties, charges or costs that may be assessed or levied by any governmental authority, including US local, state or federal regulatory or taxing authorities and any taxing authorities outside the US ("Taxes"), other than payroll taxes with respect to the Firm's personnel and taxes imposed on the Firm's income or property generally. You will be responsible for all Taxes. You may provide us with an exemption certificate or equivalent information acceptable to the relevant tax authority, in which case, we will not charge or collect any Taxes covered by such certificate. All fees and expenses due to the Firm in connection with this engagement will be paid without withholding or deduction for Taxes. For example, without limitation, all fees and expenses due to the Firm in connection with this engagement will be paid without withholding or deduction for Taxes. Throughout the term of this engagement, each party will, upon reasonable request by the other party, provide such other party with any forms, documents or certifications as may be required for such other party to satisfy any information reporting or withholding tax obligations under applicable law with respect to any payments under this engagement.

Global Resources. Eversheds Sutherland is the name and brand under which the members of Eversheds Sutherland Limited (Eversheds Sutherland (International) LLP and Eversheds Sutherland (US) LLP), and their respective controlled, managed, affiliated and member firms (each an "Eversheds Sutherland Entity" and together the "Eversheds Sutherland Entities") provide legal or other services to clients around the world. Eversheds Sutherland Entities are constituted and regulated in accordance with applicable local regulatory and legal requirements and operate in accordance with their locally registered names. The use of the name Eversheds Sutherland is for description purposes only and does not imply that the member firms or their controlled, managed, affiliated and member entities are in a partnership or are part of a global partnership. Each Eversheds Sutherland Entity will remain a separate legal entity, there will be no profit sharing, and client information will remain separate unless multiple entities are working together on a matter. Any reference to partners, counsel or any other titled attorneys or employees will be deemed to refer to such persons' status with the specific Eversheds Sutherland Entity with which they are affiliated. The global resources of Eversheds Sutherland are diverse and extensive, and can be made available to assist in your matter if necessary. We generally prefer that you engage any of our international offices directly through their standard terms and conditions, but if we agree that you will engage such international office(s) through us, they will be deemed our subcontractor providing services to you as part of our integrated legal practice. We reserve the right to memorialize such arrangement through an addendum to this engagement letter in which any required terms of such international office would be reflected.

Conflicts. Eversheds Sutherland provides advice to a large number of clients on a wide variety of matters in the US and around the world. In order to streamline the process for US conflicts, we ask for your agreement to each of the following:

- Application of Local Country Conflicts Rules. We request, solely with respect to non-litigation matters, that when a new client is on-boarded or a new matter is opened in one of the international offices of an Eversheds Sutherland Entity, the conflicts rules of the jurisdiction in which that Eversheds Sutherland Entity is organized (the “Local Country Conflicts Rules”) apply with respect to any such new client or matter and that the US state-based conflicts rules not apply, recognizing that under the Local Country Conflicts Rules of most other countries, such new client or matter would not pose a conflict even if the new client/matter would be adverse to you, unless the new matter is substantially related to work the Firm would perform or is performing in one of its US offices that gives rise to the conflict. This approach would not involve any exception to your conflict policies, but rather would take account of the differing conflict rules around the world by selecting the rules of the jurisdiction where the new matter arises. Your signature below confirms your agreement to this approach for non-litigation matters.
- Advance Consent and Conflict Waiver. In all matters where an actual or potential conflict arises because of the contemplated representation of another client by Eversheds Sutherland (US) LLP, we ask for your advance consent and waiver for Eversheds Sutherland (US) LLP to represent such other clients who are adverse to you or any of your affiliates, including any person acting as a trustee or fiduciary of a retirement or other benefit plan, in non-litigation matters that are not substantially related to matters as to which we at Eversheds Sutherland (US) LLP have acted or are acting on your behalf. Eversheds Sutherland (US) LLP would also not act for the opposing party absent consent where there is a substantial risk that confidential factual information we have obtained from you would be material to the matter. Providing us with your advance consent and waiver would mean that Eversheds Sutherland (US) LLP would be able, without further consent from you, to advise or otherwise act for the opposing party in a future transactional matter, regulatory matter, lobbying or other legislative matter, in providing advice or counseling, or in any other type of matter short of litigation or other formal adversary proceeding, so long as the matter is not substantially related to work we have performed or are performing for you and so long as there is not a substantial risk that confidential factual information we have obtained from you is material to the matter. Your signature below confirms your agreement to this advance consent and waiver.

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law despite your agreement to the contrary, you hereby agree that the conflict is waived and you consent to our representation of such other client(s). You further agree that we are under no obligation to disclose the identity of such other actual or prospective clients in these circumstances. "Restructuring Matter" means any case, contested matter, or adversary proceeding arising in, arising under, or relating to title 11 of the United States Code, 11 USC sections 101 et seq., any receivership, liquidation, foreclosure, or similar state, federal or international judicial or administrative proceeding, or any out-of-court refinancing, recapitalization, restructuring, or workout, including any informal or formal delinquency proceedings, regulatory approval process and/or oversight requirements relevant to distressed insurers. Your signature below confirms your agreement to this approach.

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Arbitration. Finally, we wish to confirm that in the event of a disagreement between us regarding the terms, conditions, or other provisions of this agreement, Illinois law shall apply. In addition, unless we mutually agree otherwise in writing, we agree that any controversy or claim arising out of this representation, including any dispute regarding fees or alleged lawyer malpractice, will be submitted to a confidential binding arbitration administered by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect, before a single neutral arbitrator if the dispute involves less than \$2 million and before a panel of three neutral arbitrators if the dispute involves \$2 million or more. The arbitrators shall be selected as follows: (1) where a single arbitrator is used, we will agree on such arbitrator, but if agreement is not reached, JAMS shall select the arbitrator; and (2) where a panel of three arbitrators is used, each of us will appoint one arbitrator in accordance with JAMS Rule 7(c) and we will agree on a third arbitrator who shall be appointed as chairperson. In the absence of our agreement, JAMS will select the third arbitrator who shall be appointed as Chairman by JAMS in accordance with Rule 7(b). The parties shall share the costs of the proceeding as charged by JAMS, including but not limited to the arbitrator fees; however, the arbitrator(s) may, in his/her/their discretion, award the prevailing party its reasonable attorneys' fees and costs, including the costs of the proceeding. Any such arbitration shall take place in Chicago, Illinois and be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof, including but not limited to the jurisdiction in which the arbitration hearing took place, or having jurisdiction over the relevant party or its assets. The prevailing party shall recover its reasonable attorneys' fees and costs should it need to pursue further relief in court to enforce an award entered in its favor. An arbitration is not the same as a proceeding in court, and by agreeing to arbitrate any dispute, you are giving up your right to go to court and have a dispute resolved by a judge or jury. You should consult with an independent attorney before agreeing to give up such rights. By signing below, you agree that you have had an opportunity to consult with an independent attorney regarding the advisability and effect of such a provision, and that you are voluntarily signing this agreement.

We look forward to serving you and are grateful that you have chosen us for this representation. We hope that this letter has been helpful in clarifying the scope of our engagement.

If the foregoing is an acceptable summary of the terms and conditions of our representation, please indicate your acceptance by executing this letter in the space provided below and returning a pdf copy to me.

Sincerely,

**Eversheds Sutherland (US) LLP**

**AGREED and ACCEPTED:**

**CIZ GAZ S.A.**

Address: Str. VOINICENILOR, Nr. 686, Comuna Santana de Mures, Jud. MURES, Romania

Telephone: [REDACTED]

Email: [REDACTED]

Trade Register Number: [REDACTED]

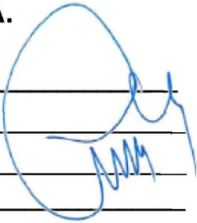
Unique Registration Code: [REDACTED]

Retainer Amount: \$300,0000

For and on Behalf of

**CIZ GAZ S.A.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_



Eversheds Sutherland (US) LLP

227 West Monroe Street, Suite 6000

Chicago, IL 60606-5087

December 3, 2025

**LETTER OF ENGAGEMENT**

Re: The Romanian-American Strategic Advancement Initiative

Dear Sirs:

Eversheds Sutherland (US) LLP (also referred to as “we” or the “Firm”) is pleased to be retained by the undersigned (each a “Client” or “you” and collectively the “Clients” or “you”) to provide legal services to your consortium to establish, strengthen and consolidate the strategic partnership between the United States and Romania in the field of economic cooperation, energy security, diplomatic cooperation and related areas of mutual interest, representing the Romanian-American Strategic Advancement Initiative (the “Initiative”) in connection with the efforts to encourage the American investments in Romania and Romanian investments in the USA and . We look forward to working with you on the matter. Prior to undertaking an engagement, it is our practice in opening new matters for clients to provide an engagement letter in order to confirm our mutual understanding of the terms and conditions under which we will render legal services and the scope of such services.

Joint Representation Considerations. You has engaged the Firm to represent in this matter. The applicable ethical rules require us to make certain disclosures to you concerning possible conflicts of interest and the potential risks and to obtain from your consent to proceed with the representation.

Scope of Engagement. At this time, we have been retained by to provide legal services in relation to the Initiative. It is our understanding that you relies, or may rely, upon inside legal counsel and / or other outside law firms for the provision of additional legal services. As such, our representation of, and responsibility to you is expressly limited to those specific agreed-upon matters for which you request our services in relation to the Initiative. In order to enable us effectively to render these services, you have agreed to disclose fully and accurately all facts and keep us apprised of all developments relating to the Initiative. You have agreed otherwise to cooperate fully with us and to be available to attend meetings and conferences, hearings relating to the Initiative.

Principal Points of Contact. Subject to any contrary provisions of the applicable ethics rules or contrary statutory or other legal requirements, any information relating to this engagement that is received by the Firm and deemed by you to be confidential, will not be disclosed to third parties without your consent. You should nevertheless exercise care in the transmission and receipt of correspondence, faxes, electronic messages, and other confidential documents in order to avoid an inadvertent waiver of confidentiality and privilege.

Fees and Billing. Our fees generally are based upon the time spent and our then-prevailing hourly rates. Our hourly rates are established for each attorney, legal assistant and other para-professionals, depending upon the nature and length of their experience and particular skills, and are reviewed and revised periodically, generally annually. We are mindful of the costs of legal services and understand

that every client wishes to avoid unnecessary expense. Accordingly, we will seek at all times to handle your matter as efficiently and effectively as possible without sacrificing the quality of our services. The current hourly rates for those Partners, Counsel, Senior Associate, and Associate that have worked or are expected to work on your matter are as follows: Partner (\$1,000-1,750), Counsel (\$850-1,200), Associate (\$575-\$1,075), and paralegal (\$300). We will not exceed a monthly fee expenditure of Fifty Thousand United States Dollars per month in relation to your matter, without your prior written consent. Our rates are typically reviewed and updated on an annual basis at year-end for the following calendar year. We reserve the right to call upon other attorneys in our Firm to advise or assist us on your matters where appropriate. You agree that any advance payment of fees that we receive from you will be treated as property of the Firm upon receipt, so that it will not be necessary for us to place such amounts in a client fund trust account. Your agreeing to have such amounts treated as Firm property upon receipt in no way limits our obligation to return to you any balance remaining after we apply such amounts as credits against fees earned or charges incurred. You have agreed to be responsible for the following portion of fees ascribed next to your signature, to be billed quarterly plus an allocable portion of our charges for costs and expenses incurred by us. In addition to the payment of our fees, you will be responsible for costs and expenses incurred, such as charges for photocopying, messenger and delivery service, computerized research, document review platforms hosted by the Firm or third-party vendors, expert and consultant fees, travel (including business class airfare, lodging, meals, ground transportation, parking and mileage), printing, necessary secretarial overtime, filing fees, etc. Charges for certain of such items may exceed our direct costs to cover our overhead. For the agreed scope of work the total value of the contract shall not exceed 100 000 USD to be paid by the Client, including the fees paid for Putala Strategies activities. The parties could agree to increase the value and the duration based on their mutual agreement. During the execution of the contract the Firm is going to provide a general report on the activities conducted in the respective month, including the activities conducted by Putala Strategies.

Taxes, Duties & Fees. All of our fees and expenses are exclusive of taxes (including, without limitation, value added, withholding, excise, sales or use taxes), duties, charges or costs that may be assessed or levied by any governmental authority, including US local, state or federal regulatory or taxing authorities and any taxing authorities outside the US ("Taxes"), other than payroll taxes with respect to the Firm's personnel and taxes imposed on the Firm's income or property generally. You will be responsible for all Taxes. You may provide us with an exemption certificate or equivalent information acceptable to the relevant tax authority, in which case, we will not charge or collect any Taxes covered by such certificate. All fees and expenses due to the Firm in connection with this engagement will be paid without withholding or deduction for Taxes. For example, without limitation, all fees and expenses due to the Firm in connection with this engagement will be paid without withholding or deduction for Taxes. Throughout the term of this engagement, each party will, upon reasonable request by the other party, provide such other party with any forms, documents or certifications as may be required for such other party to satisfy any information reporting or withholding tax obligations under applicable law with respect to any payments under this engagement.

Global Resources. Eversheds Sutherland is the name and brand under which the members of Eversheds Sutherland Limited (Eversheds Sutherland (International) LLP and Eversheds Sutherland (US) LLP), and their respective controlled, managed, affiliated and member firms (each an "Eversheds Sutherland Entity" and together the "Eversheds Sutherland Entities") provide legal or

other services to clients around the world. Eversheds Sutherland Entities are constituted and regulated in accordance with applicable local regulatory and legal requirements and operate in accordance with their locally registered names. The use of the name Eversheds Sutherland is for description purposes only and does not imply that the member firms or their controlled, managed, affiliated and member entities are in a partnership or are part of a global partnership. Each Eversheds Sutherland Entity will remain a separate legal entity, there will be no profit sharing, and client information will remain separate unless multiple entities are working together on a matter. Any reference to partners, counsel or any other titled attorneys or employees will be deemed to refer to such persons' status with the specific Eversheds Sutherland Entity with which they are affiliated. The global resources of Eversheds Sutherland are diverse and extensive, and can be made available to assist in your matter if necessary. We generally prefer that you engage any of our international offices directly through their standard terms and conditions, but if we agree that you will engage such international office(s) through us, they will be deemed our subcontractor providing services to you as part of our integrated legal practice. We reserve the right to memorialize such arrangement through an addendum to this engagement letter in which any required terms of such international office would be reflected.

Conflicts. Eversheds Sutherland provides advice to a large number of clients on a wide variety of matters in the US and around the world. In order to streamline the process for US conflicts, we ask for your agreement to each of the following:

- Application of Local Country Conflicts Rules. We request, solely with respect to non-litigation matters, that when a new client is on-boarded or a new matter is opened in one of the international offices of an Eversheds Sutherland Entity, the conflicts rules of the jurisdiction in which that Eversheds Sutherland Entity is organized (the "Local Country Conflicts Rules") apply with respect to any such new client or matter and that the US state-based conflicts rules not apply, recognizing that under the Local Country Conflicts Rules of most other countries, such new client or matter would not pose a conflict even if the new client/matter would be adverse to you, unless the new matter is substantially related to work the Firm would perform or is performing in one of its US offices that gives rise to the conflict. This approach would not involve any exception to your conflict policies, but rather would take account of the differing conflict rules around the world by selecting the rules of the jurisdiction where the new matter arises. Your signature below confirms your agreement to this approach for non-litigation matters.
- Advance Consent and Conflict Waiver. In all matters where an actual or potential conflict arises because of the contemplated representation of another client by Eversheds Sutherland (US) LLP, we ask for your advance consent and waiver for Eversheds Sutherland (US) LLP to represent such other clients who are adverse to you or any of your affiliates, including any person acting as a trustee or fiduciary of a retirement or other benefit plan, in non-litigation matters that are not substantially related to matters as to which we at Eversheds Sutherland (US) LLP have acted or are acting on your behalf. Eversheds Sutherland (US) LLP would also not act for the opposing party absent consent where there is a substantial risk that confidential factual information we have obtained from you would be material to the matter. Providing us with your advance consent and waiver would mean that Eversheds Sutherland (US) LLP would be able, without further consent from you, to advise or otherwise act for the opposing party in a future transactional

matter, regulatory matter, lobbying or other legislative matter, in providing advice or counseling, or in any other type of matter short of litigation or other formal adversary proceeding, so long as the matter is not substantially related to work we have performed or are performing for you and so long as there is not a substantial risk that confidential factual information we have obtained from you is material to the matter. Your signature below confirms your agreement to this advance consent and waiver.

*Insolvency and Restructuring Matters.* We often represent debtors, trustees, committees, creditors, examiners, as well as insurers, reinsurers and counterparties to insurers and reinsurers, and other parties in bankruptcy, insolvency and restructuring proceedings occurring in or outside of court, and it may be the case that you will be a creditor, be affected by, or have other interests in numerous such proceedings. For the avoidance of doubt, you agree that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any Restructuring Matter (as defined below) that is not substantially related to our work for you, even if the interests of such clients in those Restructuring Matters are directly adverse to you. To that end, you agree, to the extent permitted by applicable ethics rules and/or law, that any such scenario does not constitute a conflict, and in the alternative, should any such scenario be deemed to constitute a conflict under applicable rules and/or law despite your agreement to the contrary, you hereby agree that the conflict is waived and you consent to our representation of such other client(s). You further agree that we are under no obligation to disclose the identity of such other actual or prospective clients in these circumstances. "Restructuring Matter" means any case, contested matter, or adversary proceeding arising in, arising under, or relating to title 11 of the United States Code, 11 USC sections 101 et seq., any receivership, liquidation, foreclosure, or similar state, federal or international judicial or administrative proceeding, or any out-of-court refinancing, recapitalization, restructuring, or workout, including any informal or formal delinquency proceedings, regulatory approval process and/or oversight requirements relevant to distressed insurers. Your signature below confirms your agreement to this approach.

*Third-Party Subpoenas.* In our representation of other clients in adversary proceedings, we occasionally need to serve discovery requests on another client by means of a third-party subpoena. Should we need to serve such third-party discovery requests on you, we will provide you with advance notice and will request that we may proceed with such discovery as may be necessary. It is understood that you will consider in good faith such requests, and that you will be favorably inclined toward consenting to allow the Firm to undertake such discovery absent unusual circumstances.

*Use of Generative Artificial Intelligence ("AI").* The Firm is continually evaluating the use of Generative AI products to streamline provision of legal services to our clients, and to confirm that any such product approved for use by Firm attorneys meets our professional ethics obligations, including as to maintaining confidentiality of client information and applicability of the attorney-client privilege and all other applicable privileges. All products that we make available to our attorneys for approved use are and will be "enterprise" products, meaning all information is contained within the Firm and nothing is used to educate or train any Generative AI tool model. We have adopted a Generative Artificial Intelligence Policy regarding such products to govern adoption, use and maintenance of such products and will provide a copy of that Policy upon request. Pursuant to that Policy, we will only use Generative AI products that meet our rigorous standards for suitability, quality, confidentiality and security, and only after consultation with you prior to use of such product(s) on your matters.

*Non-Assignment.* By agreeing to this representation, you agree and recognize that the legal services to be furnished pursuant to this engagement are of a unique and personal nature that gives them a peculiar value, and therefore, by your and our agreement, may not be assigned by either of us except with the prior written agreement of both of us.

*Termination of Engagement or Individual Matters.* You have the right to terminate our services and representation entirely, or as to any individual matter, at any time for any reason upon written notice. We reserve the right to withdraw from our representation entirely, or as to any given individual matter, if, among other things, irreconcilable conflicts arise with another existing client, if any fact or circumstance arises that would, in our view, render our continuing representation unlawful, unethical, or inconsistent with the terms of this engagement letter, if you fail to pay our fees and expenses, or for any other reason permitted by applicable ethics rules. We would, of course, honor instructions to take reasonable measures under the circumstances to facilitate the orderly transfer of responsibility to other counsel of your choice. If you request us to transfer the files for this matter or any other matter subject to this engagement letter, you agree to be responsible for any reasonable expenses incurred in connection with such transfer, apart from any expenses we incur in making a copy of such files for our records. If neither of us expressly terminates any individual matter arising under this engagement, such individual matter shall be deemed terminated at such time as the services for which we were engaged are completed. If the services for all matters to which this engagement letter applies are completed, the engagement shall be deemed terminated for all purposes, including conflicts; provided that if additional services are later performed without agreement as to a new engagement letter or a written addendum hereto, this engagement letter will be deemed reinstated and shall apply to such additional services.

*Document Retention.* You agree that, unless we receive other written instructions from you with respect to the storage of your electronic and physical files, we will maintain your files for a period of seven years following conclusion of the matter, after which we are entitled to discard such files with no further notice to, or consent from, you. The foregoing time period is subject to any protective orders or confidentiality agreements entered into pursuant to this engagement that may specify a different time period or process for the disposition of documents. You agree that, during any period of file maintenance following termination of the matter, we may at our sole discretion choose to scan all or portions of any physical file and discard such physical file (or scanned portion) following such scanning. Reasonable steps will be taken to ensure that your files are discarded in a manner that does not compromise their confidentiality.

*Arbitration.* Finally, we wish to confirm that in the event of a disagreement between us regarding the terms, conditions, or other provisions of this agreement, Illinois law shall apply. In addition, unless we mutually agree otherwise in writing, we agree that any controversy or claim arising out of this representation, including any dispute regarding fees or alleged lawyer malpractice, will be submitted to a confidential binding arbitration administered by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect, before a single neutral arbitrator if the dispute involves less than \$2 million and before a panel of three neutral arbitrators if the dispute involves \$2 million or more. The arbitrators shall be selected as follows: (1) where a single arbitrator is used, we will agree on such arbitrator, but if agreement is not reached, JAMS shall select the arbitrator; and (2) where a panel of three arbitrators is used, each of us will appoint one arbitrator in

accordance with JAMS Rule 7(c) and we will agree on a third arbitrator who shall be appointed as chairperson. In the absence of our agreement, JAMS will select the third arbitrator who shall be appointed as Chairman by JAMS in accordance with Rule 7(b). The parties shall share the costs of the proceeding as charged by JAMS, including but not limited to the arbitrator fees; however, the arbitrator(s) may, in his/her/their discretion, award the prevailing party its reasonable attorneys' fees and costs, including the costs of the proceeding. Any such arbitration shall take place in Chicago, Illinois and be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof, including but not limited to the jurisdiction in which the arbitration hearing took place, or having jurisdiction over the relevant party or its assets. The prevailing party shall recover its reasonable attorneys' fees and costs should it need to pursue further relief in court to enforce an award entered in its favor. An arbitration is not the same as a proceeding in court, and by agreeing to arbitrate any dispute, you are giving up your right to go to court and have a dispute resolved by a judge or jury. You should consult with an independent attorney before agreeing to give up such rights. By signing below, you agree that you have had an opportunity to consult with an independent attorney regarding the advisability and effect of such a provision, and that you are voluntarily signing this agreement. Notwithstanding anything to the contrary set out herein, the liability of either party hereunder shall not exceed the total value of the contract set out herein.

We look forward to serving you and are grateful that you have chosen us for this representation. We hope that this letter has been helpful in clarifying the scope of our engagement.

If the foregoing is an acceptable summary of the terms and conditions of our representation, please indicate your acceptance by executing this letter in the space provided below and returning a pdf copy to me.

Sincerely,

**Eversheds Sutherland (US) LLP**

**AGREED and ACCEPTED:**

**MVN STRUCTURAL CONSULTING SRL**

Address: 5 Stefan Burileanu Street, Suite 1, Sector 1, Bucharest, Romania

Telephone: [REDACTED]

Email: [REDACTED]

Trade Register Number: [REDACTED]

Unique Registration Code: [REDACTED]

Retainer Amount: \$100,0000

For and on Behalf of

**MVN STRUCTURAL CONSULTING SRL**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_