

**Annex: Details regarding the transactions concluded by DEER with EFSA in the period 12 April - 11 June 2024 of the kind listed in Art. 108 of Law No. 24/2017**

No	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
<b>Seller/Service provider: DEER</b> <b>Buyer/Beneficiary: EFSA</b>								
1	19840/9Jun2021	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	268,851.03	1-Jul-21	Indefinite	0.00	In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The invoice is issued in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice
2		Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO	258.68				In case the supplier does not pay the invoices related to the RED intervention services within 30 days from the due date, the DO will claim late penalties of 0.02% for each day of delay, calculated on the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties cannot exceed the amount owed	Payment is made within 30 calendar days from the date of issuing the invoice
3	C3215/11.07.2023	IT & C user support services, cyber security services, telecomm. services, IT & C infrastructure management services	554.01	11 Jul 2023	11 Jul 2024	N/A	see Note 4	Payment is made within 30 calendar days from the date of registration of the invoice to the lessee
		Re-invoicing IT and Communication Services	133.21	11 Jul 2023	11 Jul 2024	N/A	see Note 4	Payment is made within 30 calendar days from the date of registration of the invoice to the lessee

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4	C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C 22/15Feb2018 AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018	Providing the representation service as the Party Responsible for Balancing	-10,984.15	15 Feb 2018	Indefinite	N/A	see Note 5	The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt.
5	Convention 166353/28.07.2021 Contract DEER 228695/18.10.2021 and AA3 for Project 2/20.11.2023	Re-invoicing 360 managm. valuation services	1.73	28 July 2021	Art.12 from Convention 166353	N/A	0,03%/day of delay	Art. 4 The invoice will be paid within 15 days from the date of its receipt
6	C-1345/1/7000/23Jan2019 and AD 87 / 31Jul2023	Re-invoicing space rents Re-invoicing utilities/services related to rented spaces	25.99	1 Jan 2019	31-Dec-23	N/A	In case of non-fulfilment of the payment obligations on the due date, the Tenant is obliged to pay, as penalties, an amount equivalent to 0.02% of the amount not paid on time, for each day of delay, starting from the next day of the due date until the date of actual payment.	Payment is made within 10 working days from the date of registration of the invoice by the tenant.
7	352/2024	Rent spaces	199.62	1 Jan 2024	Art.9 For the spaces represented in Annex 2, the rental period is 4 years, and for the spaces represented in Annex 3, the rental period is 6 months.	N/A	See Note 6	Art.14 The lessee undertakes to pay the counter value of the invoice, by bank transfer, within 10 working days from the date of registration of the invoice to the lessee.
		Reinvoicing utilities/services related to the rented premises	61.57	1 Jan 2024	Art.9 For the spaces represented in Annex 2, the rental period is 4 years, and for the spaces represented in Annex 3, the rental period is 6 months.	N/A	See Note 6	Art.14 The lessee undertakes to pay the counter value of the invoice, by bank transfer, within 10 working days from the date of registration of the invoice to the lessee. Art. 15 In addition to paying the rent, the lessee undertakes to pay, by the legal due date stipulated in art. 12, the bills representing the own consumption of utilities

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8	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	785.63	1-Jan-18	Unlimited	N/A	See Note 2	Payment is made within 3 working days from the date of receipt of the invoice
9	Conv. 12/34/26Jan2017 - Cluj Conv. 13/02Feb2017 - Gherla Conv. 21/18Feb2010 - Oradea AD1/13Jul2018 AD2/01Mar2019 AD4/13Feb2019 for Rental contract	Reinvoicing common expenses	0.12	1-Jan-17	Unlimited	N/A	For delays in the payment of the invoice greater than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, late penalties in the amount of 0.03% applied to the amount due, for each day delay calendar, starting with the first day after the due date. The amount of the penalties cannot exceed the amount of the outstanding debt.	Payment is made within 10 days from the date of registration of the invoice to the Tenant
10	Contract Natural Gas supply no. 15292085-GN/28 February 2022 AAD5/18.12.2023	Extension of the natural gas supply contract on the competitive active energy market	815.14	1 March 2022	1-Jul-24	See Note 7	The party that does not perform its obligations under the contract by the due date is automatically in default without the need for notification. They also owe penalties equal to the interest due for non-payment of budget obligations on time for each day of delay, starting from the 16th day from the due date and until the invoice is paid in full. The value of the penalties cannot exceed the value of the invoice.	The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration to the beneficiary.
11	AD 12 / 18Dec2023 at Electricity suply contract 189 / 27.03.2017	Extension of the electricity supply contract on the competitive active energy market, with a fixed value	12,429.59	1-Jun-17	31-Dec-24	See Note 1	See Note 3	The payment of the issued invoices will be made through legal instruments. The due date is 10 banking days from the date of the invoice. Grace period 30 calendar days from the due date

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Total executed during reporting period 12 April - 11 June 2024: RON 273,132.19 th

Due and not due mutual debts of EFSA to DEER at 11 June 2024: RON 1,085,646.32 th

Due and not due mutual debts of DEER to EFSA at 11 June 2024: RON 16,118.77 th

Note 1	<p>The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within 15 days from the date of interruption of the electricity supply.</p> <p>If, due to its exclusive fault, the Provider does not fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of the established service.</p>							
Note 2	<p>AA 4/16 Dec 2019 If, upon express request, the negative invoices are not paid within 2 days, for each day of delay, penalties equal to the interest due for non-payment of budgetary obligations on time are due, starting from the 16 - the day. from the due date until full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced.</p> <p>The amount of the penalties cannot exceed the amount of the invoice.</p>							
Note 3	<p>Art 8.2.(3) Non-payment of the invoice by the customer within a maximum of 5 days from the due date, incurs penalties for each day of delay, for unpaid due debts, late payment penalties will be calculated in the amount of 0 , 10% of these, for each day of delay, starting with the due date exclusively and up to and including the payment date.</p> <p>The total value of the penalties cannot exceed the value of the invoice.</p>							
Note 4	<p>Art.15.2 - Failure by the beneficiary to pay the invoices issued by the service provider within the established term, of the obligations provided for in art.15.1., shall entail the obligation of the service provider to pay penalties in the amount and under the conditions established in art.19 of the contract.</p> <p>Art 19.1 - If the service provider, through its own fault, fails to fulfil its obligations under the contract, then the beneficiary is entitled to claim, as penalties, an amount equivalent to a percentage rate of 0.03% for each day of delay, applicable to the value of the services not provided.</p> <p>Art 19.2 - If the beneficiary does not honour the invoices issued by the supplier within the time limits provided for in clause 15.1, then the provider is entitled to claim penalties of 0.03% per day of delay, calculated on the value of the amount not paid.</p>							
Note 5	<p>Art. 16.1 If, due to its exclusive fault, the Provider fails to fulfill its obligations undertaken through the contract, the Purchaser has the right to deduct from the tariff established by the contract, an amount equal to a percentage of 1.5% of the established tariff conf of Annex 2.</p> <p>Art 16.2 If the Purchaser does not fulfill any payment obligation arising from the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage rate for each day of delay is the interest due for non-payment of obligations for the state budget.</p> <p>Art 16.3 The same penalties as those stipulated in art 16.2 will be charged for any sums owed by the Purchaser based on the contract.</p>							
Note 6	<p>Art.18 In case of non-fulfillment of payment obligations when due, the lessee has the obligation to pay, as penalties, an amount equivalent to 0.02% of the amount not paid on time, for each day of delay, starting with the next day of the due date, up to and including the actual payment date.</p> <p>Art.19 For late fulfillment or non-fulfillment of the obligations assumed by this contract, the responsible party owes the injured party damages, within the limit of the damage caused, for the total or partial non-fulfillment of the obligations assumed by the contract</p>							
Note 7	<p>A guarantee is established in the situation where the buyer registers 5 days late payment, for 3 consecutive months.</p> <p>The value of the guarantee shall represent the equivalent of 60 contractual days to which excise duties and VAT are added.</p>							