

Annex: Details regarding the transactions concluded by DEER with EFSA in the period 6 March - 11 April 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
Seller/Service provider: DEER Buyer/Beneficiary: EFSA								
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	357,645.81	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	-0.38				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 0.01% 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	C352/1.01.2024	Space Rents	17.24	1 Jan 2024	see Note 5	N/A	see Note 1	see Note 2
3		Re-invoicing utilities expenses	0.06	1 Jan 2024				
5	C3215/11.07.2023	Re-invoicing IT and Communication Services	576.98	11 Jul 2023	11 Jul 2024	N/A	see Note 6	Payment is made within 10 calendar days from the date of registration of the invoice to the lessee
6	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	-8,072.91	15 Feb 2018	Indefinite	N/A	<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>	The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt.

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7	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	-3,982.00	1-Jan-18	31Dec2022 with automatic extension for periods of 12 months according to AD 4/16Dec2019	N/A	If, through his sole fault, the Provider fails to fulfill its obligations under the contract, the Buyer 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 established.	Payment is made within 3 working days from the date of receipt of the invoice
8	Natural Gas supply contract no. 15292085-GN/28 Feb 2022 AD5/18Dec2023	Extension of the natural gas supply contract on the competitive active energy market, until 31 Dec 2023	103.45	1 Mar 2022	1-Jul-24	see Note 3	Art 7.4. The party that does not fulfill its obligations under the contract by the due date is legally in default without the need for notification. It also owes penalties equal to the interest due for non-payment on the ground of the budget obligations for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the invoice.	see Note 4

Total executed during reporting period 6 March - 11 April 2024: RON 346,288.25 th
Due and not due mutual debts of EFSA to DEER at 10 April 2024: RON 1,455,759.76 th
Due and not due mutual debts of DEER to EFSA at 10 April 2024: RON 1,472.74 th

Note 1	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. 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
Note 2	Art.14 Locatarul se obliga sa plateasca contravaloarea facturii, prin virament, in termen de 10 zile lucratoare de la data inregistrarii facturii la locatar. Art.15 Pe langa plata chiriei,locatarul se obliga sa plateasca la termenul legal de scadenta prevazut la art.12, facturile ce reprezinta consumul propriu de utilitati.
Note 3	Art 3. A guarantee is established in the situation where the buyer registers 5 days late payment, for 3 consecutive months. The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added.
Note 4	Art 7.2. The payment of the issued invoices will be made through legal instruments. The due date is 30 banking days from the date of issuing the invoice. Art 7.3. The invoice is considered paid on the date of crediting the EFSA supplier's bank account.
Note 5	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.
Note 6	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. 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. 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.