

Annex: Details regarding the transactions concluded by EFSA with TEL in the period 26 January - 23 May 2023 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
Buyer: EFSA Seller: TEL								
1	Convention No. 416 / 20 Dec 2013	Electricity transport and system services	58.95	1-Jan-14	31-Dec-23	27,614	In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due	Payment is made within a maximum of 10 days from receipt of the invoice
2	Contract 59819/970/30Dec 2022	Electricity transport and system services (it replaces the contract C416 / 20 Dec 2013)	69,808.33	1-Jan-23	Undetermined	27,506	In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due	Payment is made within a maximum of 10 days from receipt of the invoice
3	Convention No. 275 / 19 Oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	85,159.09	1-Sep-20	Undetermined until its termination by any of the parties	45,828	In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
4	Contract 35 / 12 Feb 2021	Contribution to high efficiency cogeneration	16,258.28	12-Feb-21	18 months from the date of termination of state aid established by Government Decision no. 1215/2009	N/A	In case of non-payment of due invoices, the guilty party has the obligation to pay penalty interest charged for late payment, equal to the level of delay interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until on the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The contributor pays the invoices sent by the administrator of the support scheme within 7 days from their receipt, but not later than the 20th day of each month following the month of the consumption.

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Buyer: TEL Seller: EFSA								
5	Convention No. 275 / 19 Oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	58,013.93	1-Sep-20	Undetermined until its termination by any of the parties	N/A	In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
6	Contract no. 321 / 20Jul2004 TN AA no. 15 / 30Jul2020 Contract no. 575 / 6Nov2017 - MN AA Nr.2 / 18Apr2019	Re-invoicing – pensioners energy quota	-35.25	20-Jul.-04 07-Nov.-17	During the period GD 1041/2003 and GD 1461/200	N/A	Ctr. No. 321: penalties in the amount of 0.05% of the value of the contract related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. Ctr. No. 575: penalties equal to the interest due for late payment of obligations to the state budget, for each day of delay, starting with the day following the deadline on which the payments should have been made and ending with the day on which the outstanding amounts were actually paid, including payment date. The total amount of the penalties shall not exceed the invoice amount.	Ctr. 321: until the 25th of the month following the reference month Ctr. 575: within 30 calendar days from the date of issue
7	Convention No. 301 / 12Apr2022	Re-invoicing utilities	75.71	1-Mar-22	Indefinite, until terminated by any of the parties with 30 days notice, bankruptcy, dissolution or by additional act with the agreement of the parties	N/A	If the invoices are not honored within the stipulated term, the supplier is entitled to claim penalties of 0.02% for each day of delay, calculated at the amount of the unpaid amount. The value of the calculated penalties may not exceed the amount of the unpaid amount	The payment term is 15 days from the date of registration of the documents re-invoiced by CN de Transport a Energiei Electrica Transelectrica SA.

Total executed during reporting period 26 January - 23 May 2023: RON 229,339.05 th

Due and not due mutual receivables EFSA from TEL at 22 May 2023: RON -27.53 th

Due and not due mutual debts EFSA to TEL at 22 May 2023: RON -44.38 th