

Annex: Details regarding the transactions concluded by DEER with EFSA in the period 12 March - 09 April 2025 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	C19840/9Jun2021 AD1 and AD2	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	202,341.49	1-Jul-2021	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	656.22				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	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 AA8 for C22/15Feb2018 AA9 for C22/15Feb2018 AA10 for C22/15.02.2018	Providing the representation service as the Party Responsible for Balancing	1,790.09	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.

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5	Convention SB_131369/13May2024	Reinvoicing utilities/services	0.07	13-May-2024	This agreement is valid for the duration of the utility and service provision contract concluded by DEER or until the beneficiary concludes a contract with utility providers and service providers.	N/A	See Note 10	The payment is made within 15 days from the date of registration of the invoices in the SPV, in the bank account entered in the xml file received.
6	Contract 352/2024 AD1/20May2024 AD2/01July2024	Rent spaces	50.24	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
		Reinvoicing utilities/services related to the rented premises	26.81	1-Jan-2024		N/A		
7	PV acceptance no. 165220/31May2024	Countervalue for lack of use of space occupied by EFSA without tenancy title	22.37	Indefinite	See Note 9	N/A	0.02% of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively)	Payment term: 30 calendar days
8	Convention E 12.2.59/08Mar2011	Reinvoicing utilities/services	9.51	1-Feb-2011	This agreement is valid during the period in which at least one of the utilities is invoiced by the supplier of the respective utility to SDEE Oradea.	N/A	Non-payment of the invoice within 30 days from the due date authorizes SDEE Oradea to charge late fees equal to the level of late fees due for non-payment of obligations to the state budget on time, applied to the amount due for each day of delay, starting with the day immediately following the due date and until the date of settlement of the amount due, exclusively.	The due date of the invoice is 10 days from the date of registration of the invoice at AFEE Oradea
9	PV 312879/22Oct2024	Countervalue for lack of use of space occupied by EFSA without tenancy title	86.85	1-Oct-2024	This PV will be valid and will apply after 30.10.2024 for the DEER spaces occupied by EFSA without a tenancy title, when calculating the value of the lack of use of the spaces, until the date of their effective release, recorded in a handover-receipt PV signed by both parties.	N/A	See Note 10	Payment is made within 30 calendar days from the date of invoice issuance.

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10	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	17,073.85	1-Jan-18	Unlimited	N/A	See Note 2	Payment is made within 3 working days from the date of receipt of the invoice
11	Contract Natural Gas supply no. 15292085-GN/28 February 2022 AAD6/12Jun2024	Extension of the natural gas supply contract on the competitive active energy market	137.23	1-Mar-22	1-Apr-25	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.
12	AD 17 / 18Dec2023 at Electricity supply contract 189 / 27Mar2017	Extension of the electricity supply contract on the competitive active energy market, with a fixed value	122.23	1-Jun-17	31-Dec-25	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
13	Contract 237 / 28May2024	Reinvoicing common expenses	9.05	1-Jan-24	1-Jan-25	N/A	If the beneficiary does not pay the counter value of the invoices within 30 calendar days from the established due date, the beneficiary owes the supplier penalties in the amount of 0.04% for each day of delay, starting with the 31st day from the due date and until full payment of the invoice. The value of the penalties cannot exceed the value of the amount paid.	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.

Total executed during reporting period 12 March - 09 April 2025: RON 222,327.12 th

Due and not due mutual debts of EFSA to DEER at 08 April 2025: RON 1,493,971.70 th

Due and not due mutual debts of DEER to EFSA at 08 April 2025: RON 1,570.29 th

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Note 1		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.						
Note 2		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 (paragraph amended by AA 6/01 Feb 2021).						
Note 3		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. The total value of the penalties cannot exceed the value of the invoice.						
Note 5		Art. 16.1 If, due to its sole fault, the Provider fails to fulfill, in whole or in part, any payment obligation arising under this Contract and/or the specific legal norms applicable until the expiry of the period provided for in clause 13.3, it shall be obliged to pay, as penalties, an amount equivalent to a percentage of the unpaid payment. The percentage for each day of delay, until the effective fulfillment of the payment obligations, is that of the interest due for the non-payment of obligations to the state budget on time, applied starting from the first day following the deadline provided for in paragraph 13.3, until the day of payment (exclusively). 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. 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.						
Note 6		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 7		A guarantee is established in the situation where the buyer registers 5 days late payment, for 3 consecutive months. The value of the guarantee shall represent the equivalent of 60 contractual days to which excise duties and VAT are added.						
Note 9		Art. 6. For the period 01.01.2024-30.04.2024, the value of the lack of use of the spaces was established according to Annex 1. Art. 7. This value may be supplemented with the value of the utilities related to the occupied spaces, for which the suppliers have not issued invoices for the period 01.01-30.04.2024 or with possible damages caused, for the spaces, the property of the distribution operator DEER, occupied without a tenancy title.						
Note 10		Delay penalties of 0.02% (penalty interest corresponding to the interest due as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) (Ordinance 13/2011)						