

Annex: Details regarding the transactions concluded by DEER with EFSA in the period 10 July - 10 September 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	C19840/9Jun2021	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	306,142.07	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	1,149.23				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	C3215/11Jul2023	IT & C user support services, cyber security services, telecomm. services, IT & C infrastructure management services	361.40	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	40.95			N/A		

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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 AA8 la C22/15Feb2018	Providing the representation service as the Party Responsible for Balancing	6,281.65	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 HR_379702/11Dec2023	Reinvoicing utilities/services	0.42	11-Dec-2023	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	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)	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	Convention SB_131369/13May2024	Reinvoicing utilities/services	0.25	13-May-2024		N/A		
7	Contract 352/2024	Rent spaces	125.22	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	11.72	1-Jan-2024		N/A	See Note 6	
8	PV acceptance no. 165220/31May2024	Rent spaces	227.78	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
		Reinvoicing utilities/services related to premises owned by DEER SA and occupied by EFSA without housing title	139.10					
9	Request no. 6050240603275	Issuing a connection notice	0.16	-	-	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)	3 Sep 2024

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Seller/Service provider: EFSA Buyer/Beneficiary: DEER								
10	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	2,199.09	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	Conv. 72/34/26Jan2017 - Cluj Conv. 13/02Feb2017 - Gherla Conv. 21/18Feb2010 - Oradea AD1/13Jul2018 AD2/01Mar2019 AD4/13Feb2019 for Rental contract 885/31Dec2015 AD3/31Aug2022	Reinvoicing common expenses	0.02	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
12	Contract 237/28May2024 EFSA- 2364/30May.2024 DEER	Rent spaces	129.16	1-Jun-24	1 January 2025	N/A	See Note 8	Payment is made within 10 days from the date of registration of the invoice to the Tenant.
13	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	31.62	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.
14	AD 12 / 18Dec2023 at Electricity suply contract 189 / 27Mar2017	Extension of the electricity supply contract on the competitive active energy market, with a fixed value	5,337.86	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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15	Contract 822 / 04 Oct 2021	Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of HG.1041/2003 and HG.1461/2003	-0.96	1-Aug-07	According to the address from DEER172727/12.Jul2022, Contract 822/04 Oct 2021 was denounced citing a Decision of the High Court of Cassation and Justice 3807/2022. Consumption will continue to be billed until 30 June 2022.	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 10 July - 10 September 2024: RON 322,176.74 th

Due and not due mutual debts of EFSA to DEER at 09 September 2024: RON 653,764.40 th

Due and not due mutual debts of DEER to EFSA at 09 September 2024: RON 3.05 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 (paragraph amended by AA 6/01 Feb 2021).</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>							
Note 8	<p>Art. 19 In case of non-fulfillment of payment obligations on the due date, 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 from the next day of the due date, until including the actual payment date.</p> <p>Art. 20 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 created, for the total or partial non-execution of the obligations assumed by the contract. The damages will be calculated by the injured party and communicated by a written notification to the other signatory party.</p>							
Note 9	<p>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.</p> <p>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.</p>							