

No.18642/10.03.2023

Submitted for the approval of the EGMS of 26/27 April 2023

REPORT

on the conclusion of a contract for legal assistance and representation services relating to the initiation and conduct of legal proceedings for the recovery of the outstanding debt from Gazprom Export LLC

SUMMARY

We hereby submit for the approval of the Extraordinary General Meeting of Shareholders the conclusion of a contract for the purchase of legal assistance and representation services for the purpose of initiating and carrying out the legal proceedings necessary for the recovery of the outstanding debt recorded by Gazprom Export LLC, updated to the moment of fulfilment of the payment obligation, which at this moment amounts to EUR 4,710,564.07.

PROPOSAL

Pursuant to the provisions of Art. (3) of GEO no. 26/2012 on measures to reduce public expenditure and strengthen financial discipline and amending and supplementing certain legislative acts (hereinafter "GEO no. 26/2012"), the provisions of Art. 15 para. 4) letter p) of the updated Articles of Incorporation of S.N.T.G.N. Transgaz S.A., as well as the provisions of Art. 37 para. (1) letter d) and para. (3) letter a) of Law no. 99/2016 on sectoral procurement (hereinafter referred to as "Law no. 99/2016"), we submit for approval the conclusion of a contract for the purchase of legal assistance and representation services for the initiation and execution of the legal procedures necessary for the recovery of the outstanding debt recorded by Gazprom Export LLC, as well as the empowerment of the Director General of S.N.T.G.N. Transgaz S.A. to sign this contract.

DETAILED CONTENT OF THE REPORT

On 24.12.2020, S.N.T.G.N. Transgaz S.A. and Gazprom Export LLC concluded the Termination Agreement of the Historical Contract, regarding the Contract for transmission of natural gas on the territory of Romania no. 643/00157629/210247 dated 24.09.1999 (hereinafter referred to as the "Agreement", presented in Annex 1).

In accordance with the provisions of the Agreement, Gazprom Export LLC and the companies in the Gazprom Export LLC group listed in Annex No. 1 to the Agreement have undertaken to pay S.N.T.G.N. Transgaz S.A. the amount of USD 83,489,861.75. Payment of this debt has been phased in monthly instalments of USD 2,256,482.75/month over the period from 01.12.2020 to 31.12.2023.

According to the Letter no. 16571/03.03.2023 (Annex 3), issued by the Operation Division, since the conclusion of the Agreement and until now S.N.T.G.N. Transgaz S.A. has fully met all its obligations. The amounts invoiced by S.N.T.G.N. Transgaz S.A. have been previously verified and accepted by the representatives of Gazprom Export LLC. Invoices issued in the period from December 2020 to September 2022 have been paid in full within the time limit set in the Agreement for payment. Invoices issued by S.N.T.G.N. Transgaz S.A. after October have not been paid by Gazprom Export LLC or its group companies, but these invoices have not been disputed.

In this context, according to the letter indicated above, as of 15.02.2023 in the accounts of S.N.T.G.N. Transgaz S.A. there are three invoices issued under the Agreement which have not been paid. All these invoices are overdue. The outstanding amount at the date of this report is EUR 4,710,564.07 and consists of:

- EUR 1,887,768.74 - invoice No. 20220011/21.11.2022;
- EUR 1,913,346.51 – invoice No. 20220012/28.12.2022;
- EUR 909,448.82 – invoice No. 20230001/18.01.2023.

The USD equivalent of the countervalue of this outstanding debt is 4,826,840.38.

The maximum total amount of payments due by Gazprom Export LLC for the period from the date from which it has made no further payments until the date of termination of the Agreement, i.e. 31.12.2023, is USD 31,618,071.37.

Although by letters No 3950/17.01.2023, No 5633/25.01.2023, No 8005/02.02.2023 and No 8524/03.02.2023 the representatives of S.N.T.G.N. Transgaz notified Gazprom Export LLC of the need to make the outstanding payments, the latter as well as the companies of the group did not make these payments and did not communicate any reason for the cessation of payments.

In this context, by letter no. 16571/03.03.2023, the Operation Division requested the Legal Division to initiate the procedures for the recovery of debts registered by Gazprom Export LLC.

1. Solutions proposed to address the issue

With regard to the law governing the Agreement and the jurisdiction to settle disputes, the relevant provisions are Articles 7.1 and 7.2, respectively:

"7.1. This Agreement and its terms are governed by and construed in accordance with the laws of the Confederation of Switzerland excluding its conflict of laws provisions.

7.2. Any and all disputes or differences arising out of or in connection with this Agreement or its validity, including contest by GPE of the invoice in accordance with Article 2.3 hereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Geneva, Switzerland. The language of the arbitral proceedings shall be English."

According to Article I para. (1) of GEO 26/2012 on measures to reduce public expenditure and strengthen financial discipline and amending and supplementing certain regulatory acts, national companies with their own legal staff in their organisational structure may not purchase legal consultancy, assistance and/or representation services.

By exception, according to para. (3) of the same article, "[i]n **duly justified situations**, where the legal advisory, assistance and/or representation activities necessary for national corporations, national companies and commercial companies, as well as for the autonomous companies referred to in paragraph 1, cannot be provided by the legal staff employed in these entities, **such services may be purchased, under the law, only with the approval and mandate of the representatives of the State or of the administrative-territorial units in their governing bodies:**

a) by the main coordinating authorising officer in the case of those in which the State is a full or majority shareholder [...]"

Considering the fact that the Legal Division of Transgaz S.N.T.G.N. S.A. **does not have legal advisors specialized in Swiss Confederation law**, we consider it necessary to purchase outsourced legal services to provide legal assistance and representation in the future dispute with Gazprom Export LLC., which will include any necessary steps to enforce the arbitration award.

We point out that, in accordance with the provisions of Article 37 para. (1) (d) and para. (3) letter a) of Law no. 99/2016 *"the provisions of Law no. 99/2016 are not applicable in the situation of the following legal services: (...)*

a) *assistance and representation of a client by a lawyer within the meaning of Law No 51/1995 on the organisation and practice of the profession of lawyer, republished, as subsequently amended, in arbitration or mediation proceedings or other forms of alternative dispute resolution before a court or other national arbitration or mediation body or other form of alternative dispute resolution in Romania or another country or before an international arbitration or mediation body or other form of alternative dispute resolution*".

Thus, by the provisions of Article 37 para. (3) (a) of Law No 99/2016, the legislator recognises the special nature of certain legal services, granting the possibility of contracting them without applying the procedures laid down in the sectoral procurement legislation.

Given that the requested legal assistance and representation services are exempted from the applicability of Law no. 99/2016, the contract is concluded without the application of the procedures laid down in this normative act, and the Internal Rules of S.N.T.G.N. Transgaz S.A. "Procurement of legal services (legal advice, assistance and representation)" shall apply.

2. Justification of the estimated value

As a rule, lawyers' fees are negotiated and set taking into account factors such as the time and volume of work required, the nature and complexity of the case, the reputation, experience and reputation of the lawyers, the importance of the interests involved, etc.

S.N.T.G.N. Transgaz S.A. does not have sufficient data to base an estimated value for the services of legal assistance and representation of lawyers specialised in the law of the Swiss Confederation and in international arbitration at the International Court of Arbitration of the International Chamber of Commerce in the dispute which is emerging.

For this reason, S.N.T.G.N. Transgaz S.A. requests the approval of the Extraordinary General Meeting of Shareholders to carry out a market consultation procedure prior to the procedure set out in the Internal Rules "Procurement of Legal Services", following which the values thus obtained will be used in the negotiation process with law firms.

We point out that, according to the calculator on the website of the International Chamber of Commerce (Annex 3), **the approximate costs to be paid by S.N.T.G.N. Transgaz S.A. in the arbitration proceedings amount to USD 301,633**, including an estimate of the arbitrators' fees and administrative expenses, but not including the arbitrators' expenses.

Annexes:

Annex 1 - Agreement on the Termination of the Historical Contract between S.N.T.G.N. Transgaz S.A. and Gazprom Export LLC;

Annex 2 – Letter no. 16571/03.03.2023, issued by the Operation Division, accompanied by the documents attached thereto;

Annex 3 – Estimated calculation of the costs to be advanced by S.N.T.G.N. Transgaz S.A. in the arbitration proceedings, taken from the International Chamber of Commerce website.

**CHAIRMAN OF THE BOARD OF ADMINISTRATION
OF S.N.T.G.N. TRANSGAZ S.A.**

PETRU ION VĂDUVA

S.N.T.G.N. TRANSGAZ S.A.
Contract Nr. 775
Poz R.U.C. 775
Din 24 Luna 12 An 2020

ANEXA 1

**TERMINATION AGREEMENT
OF THE HISTORICAL CONTRACT**
between SNTGN Transgaz S.A. and Gazprom export LLC

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

This termination agreement of the historical contract (*the Agreement*) is dated December 24, 2020 and entered into by and between:

- (1) **SNTGN Transgaz S.A.**, a legal entity registered under the law of Romania with seat and registered address: 551130 County Sibiu, Piața C. I. Moțaș, No. 1, City Mediaș, Romania, trade registration No. J32/301/2000, sole fiscal registration code RO13068733, represented by Ion Sterian, Director General (*TRANSGAZ*);
- (2) **Gazprom export LLC**, a legal entity registered under the law of the Russian Federation with seat and registered address: 191023, Ostrovskogo Sq., 2 A, Litera A, Saint-Petersburg, Russia, Registration № 1027739898284, TIN № 7706193766, represented by Elena Burmistrova, Director General (*GPE*),

each a Party and together the Parties.

WHEREAS,

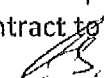
- (A) On September 24, 1999 GPE and TRANSGAZ entered into the Contract № 643/00157629/210247 for transportation of natural gas through the territory of Romania, which remains in force until 31.12.2023 (*Contract*), with the monthly payment obligation of GPE in front of TRANSGAZ of USD 2,256,482.75 for the provision of transportation services and the remaining total value of **USD 83,489,861.75** (*Total Value*) as of 01.12.2020.
- (B) GPE, acting directly or via its subsidiaries and/or affiliated companies (*GPE Group*), is interested in potential additional booking of the transportation capacities in Romanian gas transmission system.
- (C) The Parties wish to optimize the current and future business relationships.

NOW, THEREFORE, having stated and in consideration of the above, the Parties agreed as follows:

1. GENERAL PROVISIONS

- 1.1. By concluding this Agreement the Parties unconditionally and irrevocably terminate the Contract and all its addenda (including the Technical Conditions on exploitation of the transit pipelines and gas metering stations during transportation of the Russian natural gas through the territory of Romania to other countries from 14.12.2010 between the Parties) from 24.12.2020 and confirm that they do not have any claims arising out of the Contract to each other or any obligations under the Contract except for the obligations explicitly mentioned in this Agreement.
- 1.2. TRANSGAZ shall be granted a substitutive cash inflows for the premature Contract termination in the amount equivalent to the Total Value which will be secured by GPE Group in accordance with the provisions of this Agreement. Companies of GPE Group are listed in Appendix 1 to this Agreement. The list of Companies of GPE Group can be amended by the Parties upon mutual consent. Such a consent shall not be unreasonably withheld by TRANSGAZ following receipt of the relevant request from GPE.
- 1.3. Subject to the terms and conditions of this Agreement, GPE shall ensure that GPE Group secures the cash inflows for TRANSGAZ which were initially foreseen under the Contract to





be paid monthly in the amount of USD 2,256,482.75 (Monthly Amount) for every month (Month) within the period 01.12.2020 – 31.12.2023.

- 1.4. The cash inflows in accordance with Article 1.3 shall comprise of any payments via bank transfer made by GPE Group in favour of TRANSGAZ related to any bookings of gas transportation capacities (including payment of any commodity charges with regards to any gas transportation capacities stipulated in this Agreement) performed by GPE Group with respect to the period starting from 24.12.2020 at any interconnection point of the TRANSGAZ gas infrastructure.
- 1.5. All the bookings under Article 1.4 must be performed in compliance with the EU regulations, the laws applicable in Romania and TRANSGAZ rules, capacities shall be booked in line with the Commission Regulation (EU) 2017/459 of March 16, 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems (NC CAM) standard auction calendar or if applicable, the booking calendar provided for in the applicable regulations issued by Romanian Energy Regulatory Authority (ANRE) under regulated tariffs.
- 1.6. In case the total amount paid and due to be paid by GPE Group to TRANSGAZ for any services within any Month exceeds corresponding Monthly Amount for such Month, then the Monthly Amounts for the following Months (immediately following such Month) shall be reduced by such excess amount sequentially.
- 1.7. In case the total amount paid and due to be paid by GPE Group to TRANSGAZ for any services within any Month is less than corresponding Monthly Amount for such Month, then GPE upon completion of the Month shall ensure that GPE Group makes corresponding settlement payment to TRANSGAZ covering deficient part of applicable Monthly Amount (*Settlement Payment*) in accordance with the following formula:

$$SP = MA - AP$$

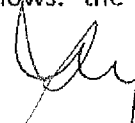
where:

SP – Settlement Payment, payable by GPE Group to TRANSGAZ after the end of each Month in USD or in EUR (conversion to be made in accordance with Article 1.9) at sole discretion of GPE;

MA – Monthly Amount for the corresponding Month in USD, as may be reduced subject to Article 1.6 above;

AP – USD equivalent of the total amount actually paid and due to be paid by GPE Group to TRANSGAZ for the corresponding Month in accordance with Articles 1.3 and 1.4. hereof. The conversion into USD shall be performed in accordance with Article 1.9. hereof. For the avoidance of doubt, for the purposes of this Article 1.7 AP shall not be deemed reduced by the amounts actually paid and due to be paid by TRANSGAZ to GPE Group in accordance with Article 101 of Network Code for the National Gas Transmission System approved by the ORDER no 16/27.03.2013 of the President of the National Energy Regulatory Authority on the tariff for non-providing the booked capacity.

- 1.8. For avoidance of doubt, the total amount payable by GPE to TRANSGAZ for December 2020 shall be equal to:
 - USD 1,674,164.62 for the period 01.12.2020 – 23.12.2020 which shall be invoiced and paid under the Contract; and
 - the remaining amount of monthly payment obligation for the period 24.12.2020 – 31.12.2020 shall be invoiced by TRANSGAZ to GPE in accordance with this Agreement. Such amount will be calculated as follows: the amount of USD

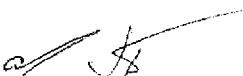
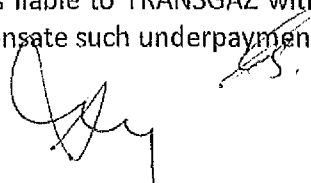




582,318.13 minus the AP amount for December 2020 which is calculated as the USD equivalent of the total amount actually paid and due to be paid by GPE Group to TRANSGAZ for the period 24.12.2020 – 31.12.2020 and taking in to account Article 1.7 hereof.

- 1.9. Shall any payments under this Agreement be performed in the currency other than USD, the conversion of the due amount expressed in such currency into USD shall be carried out by applying:
- a) for the payments in Romanian leu (RON) - the exchange rate (RON/USD) provided by the National Bank of Romania for the last day of the month when the relevant transportation services were provided; and
 - b) for the payments in currency other than RON and USD - the exchange rate (currency/USD) provided by the European Central Bank for the last day of the month when the relevant transportation services were provided.
- 1.10. For avoidance of doubt, GPE's obligation under this Agreement remains valid until the total amount of the payments by GPE Group to TRANSGAZ in accordance with Articles 1.3, 1.4 and 1.7 hereof reaches the Total Value.

2. INVOICING AND PAYMENT

- 2.1. In case the total amount paid and due to be paid by GPE Group to TRANSGAZ in accordance with Articles 1.3 and 1.4 hereof as of the end of each Month is less than the corresponding Monthly Amount, not later than 40 (forty) days from the end of the corresponding Month TRANSGAZ shall issue and submit to GPE by courier service and by e-mail to the address and e-mail indicated in the Agreement an invoice comprising of the value of the Settlement Payment for such Month in accordance with Article 1.7 hereof, accompanied with all supporting documents and detailed calculation for Settlement Payment. For avoidance of doubt, in any case the sum under the invoice shall not exceed Monthly Amount.
- 2.2. GPE shall make the Settlement Payment under the invoice not later than the 25th (twenty-fifth) day after the receipt of the invoice by GPE via e-mail specified in this Agreement. Such Settlement Payment may also be made by the GPE Group instead of GPE, however GPE remains liable to TRANSGAZ with respect to the Settlement Payments in case GPE Group fails to perform such payments.
- 2.3. GPE shall be entitled to reasonably contest the full invoiced amount or part of it, by providing a written notification to TRANSGAZ not later than 5 (five) working days after receipt of the invoice.
- 2.4. If, within the term specified in Article 2.2 hereof, GPE Group does not pay the amounts due, GPE shall owe to TRANSGAZ penalty amounting to the interest equal to the rate of 6 (six) months LIBOR + 2% (two percent) on the outstanding amount at the specified term, for the entire period of delay, including the date of final payment.
- 2.5. TRANSGAZ shall reimburse any overpayments of the invoices issued according to Article 2.1, proved by GPE Group and/or incurred as a result of mistake, and GPE shall compensate any underpayments proved by TRANSGAZ and/or incurred as a result of mistake, within 5 (five) working days of finding out the mistake/accepting the evidence. Such underpayments proved by TRANSGAZ and/or incurred as a result of mistake may also be compensated by the GPE Group instead of GPE, however GPE remains liable to TRANSGAZ with respect to such underpayments in case GPE Group fails to compensate such underpayments.

- 2.6. The date of effecting payment by GPE Group/GPE shall be considered the date when money funds are withdrawn from the GPE Group respective company's/GPE's account in favour of TRANSGAZ.

3. OTHER TERMS

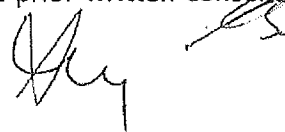
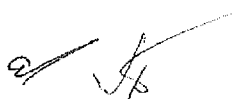
- 3.1. In the event of violation by any Party of its obligations under this Agreement such Party shall be obliged to reimburse the other Party the proven direct documented damages and losses incurred by the other Party as a result of such violation. No Party shall be liable for indirect or consequential losses and damages incurred by the other Party. For the avoidance of any doubts the amounts TRANSGAZ is entitled to receive under Article 2.2, 2.4 and 2.5 of this Agreement do not represent any indirect or consequential losses and damages.
- 3.2. No Party shall be entitled to transfer, assign or encumber its rights and/or obligations hereunder without the prior written consent of the other Party which shall not be unreasonably withheld.
- 3.3. This Agreement does not represent a new capacity booking contract and therefore shall not be subject to requirements applicable to such contracts.

4. SEVERABILITY AND WRITTEN FORM

- 4.1. Should one or more provisions of this Agreement be or become invalid or unenforceable, including due to a change of the Romanian and/or the European Union legislation, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The same applies if the Agreement does not contain an essential provision. In place of an invalid or unenforceable provision, or to fill a contractual gap, the Parties shall discuss and agree as soon as practically possible on application of such valid and enforceable provision which reflects as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable or missing provision.
- 4.2. This Agreement may only be amended, varied or supplemented by a written agreement of the Parties which is expressed to be an amendment or variation of, or supplement to this Agreement and duly signed by or on behalf of each of the Parties.

5. CONFIDENTIALITY

- 5.1. Information representing commercial secret (*Commercial Secret*) shall mean data of any kind (production, technical, economic, organizational and other data) including results of intellectual activity in scientific and technical field, as well as data on methods of conduct of professional activity which have actual or potential commercial value due to its unavailability to third parties and cannot be freely accessed by third parties on legal grounds, and on which the owner of such data has imposed the regime of Commercial Secret. Any document/information is deemed to be a Commercial Secret if properly referred to as such (marked /highlighted in this respect).
- 5.2. The Parties shall use the information representing Commercial Secret strictly for the purposes of carrying out activities under the Agreement.
- 5.3. The Parties shall not sell, exchange, publish or otherwise disclose any information representing Commercial Secret by any existing method, including photocopying, reproduction or the use of electronic carriers, without prior written consent of the Party



transferring the information representing Commercial Secret (*the Transferring Party*), with the exception of cases when:

- a) the Party receiving the information representing Commercial Secret (*the Recipient*) is required to fully or partially disclose such information to the competent government authorities pursuant to any applicable law or judicial decision or government order, decree, instruction or rule, provided that information representing Commercial Secret is transferred only to the extent required to be transferred by the applicable law, and that, to the extent permitted by the applicable law, the Recipient has beforehand informed in writing the Transferring Party of its respective obligation to transfer such information in the meaning of this letter (a) when such obligation first arise.
- b) the Recipient is capable of substantiating the need to share the transferred information representing Commercial Secret with its employees and officers to allow the Recipient to fulfil its responsibilities for the purposes of carrying out activities under the Agreement, provided that the Recipient continues to be liable that all persons receiving the information representing Commercial Secret in accordance with the provisions of this paragraph comply with requirements related to its protection.

- 5.4. The Parties shall ensure protection of the information representing Commercial Secret received by them.
- 5.5. Each Party shall not disclose to any party information about existence and content of this Agreement without a prior written consent of the other Party (which shall not be unreasonably withheld if such a disclosure is necessary for the performance of the respective Party's obligations under this Agreement), unless required in accordance with Article 5.3(a) where the Parties shall comply with the procedure set out in Article 5.3(a).

6. FORCE MAJEURE

- 6.1. The Parties are exempted from liability for partial or complete non-performance of obligations under this Agreement, if this non-performance was a consequence of Force Majeure.
- 6.2. Force Majeure shall mean circumstances that arose after the conclusion of this Agreement as a result of unforeseen and unavoidable events beyond the reasonable control of the Parties, including but not limited to Acts of God (i.e. floods, earthquakes, landslides, hurricane or other natural disaster), Acts of War (i.e. war, invasion, act of foreign enemies or civil war), etc. For the avoidance of doubt lack of funds shall not be considered as Force Majeure.
- 6.3. The occurrence of Force Majeure shall be notified by the affected Party to the other Party within 6 (six) days from the date of occurrence of Force Majeure (or the date when such Party acting as a reasonable and prudent operator should have become aware of Force Majeure).
- 6.4. The failure to notify or untimely notification of the occurrence of Force Majeure entails compensation of losses caused by non-notification, or untimely notification on such circumstances.

7. GOVERNING LAW AND JURISDICTION

- 7.1. This Agreement and its terms are governed by and construed in accordance with the laws of the Confederation of Switzerland excluding its conflict of laws provisions.
- 7.2. Any and all disputes or differences arising out of or in connection with this Agreement or its validity, including contest by GPE of the invoice in accordance with Article 2.3 hereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Geneva, Switzerland. The language of the arbitral proceedings shall be English.

8. TERM OF THE AGREEMENT

- 8.1. This Agreement shall enter into force and shall be effective starting from the date of signing by the Parties until the earliest of (i) occurrence of the event specified in Article 1.10 hereof; (ii) termination of the Agreement by the mutual consent of the Parties.
- 8.2. Article 5 and 7 shall remain valid for a period of 5 (five) years after the expiry or termination of this Agreement.

9. NOTICES

- 9.1. Notices and other statements in connection with this Agreement may only be given by way of an e-mail or a letter sent by regular or courier mail at the recipient's place of residence as most recently nominated. Each statement must be in the English language.
- 9.2. For all matters relating to this Agreement, each Party nominates the address referred to below as its place of residence:

Gazprom export LLC

Address: 191023, Ostrovskogo Sq., 2 A, Litera A, Saint-Petersburg, Russia;
to attention of: Dmitry Grachev;
email: d.grachev@gazpromexport.gazprom.ru

SNTGN TRANSGAZ S.A.

Address: 551130 County Sibiu, Piața C. I. Motaș, No. 1, City Mediaș, Romania
to attention of: Ion Sterian
email: cabinet@transgaz.ro

The authorized and duly empowered representatives of the Parties have executed this Agreement in two copies.

SIGNATURES

SNTGN TRANSGAZ S.A.

represented by:

Name: Ion Sterian

Title: Director General



GAZPROM EXPORT LLC

represented by:

Name: Elena Burmistrova

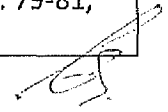
Title: Director General

APPENDIX 1

to the Termination Agreement of the Historical Contract
between SNTGN Transgaz S.A. and Gazprom export LLC

List of companies within GPE Group

1	Gazprom export LLC	Russia, Saint-Petersburg, Ostrovskogo Sq., 2 A, Litera A, 191023
2	Gazprom Marketing & Trading Ltd.	United Kingdom, London, 20 Triton Street, NW1 3BF
3	GAZPROM Schweiz AG	Poststrasse 2, 6300 Zug, Switzerland
4	WIEE Bulgaria EOOD	Bulgaria, Sofia 1618, Stolichna Obshtina, 10, Vitosha Vihren St., №10, et.1
5	WIEE Hungary Kft	Hungaria Budapest, Váci út 37, HU-1132
6	WIEE Romania Srl.	Romania, Bucharest, Sector 1, Popa Savu nr. 79-81, etaj 5



Transgaz' letterhead

Annex 2 (hand-written)

**Operation Division / Commercial Unit
Network User Relation Management Department
No. 16571 / 03.03.2023**

To: **The Legal Division
Ms. Cristina IANCU – Director**

CC: **Mr. Mihai LEAHU – Deputy Director General
Mr. Marius LUPEAN – Chief Financial Officer**

Ref: **launch of legal actions for the collection of the outstanding debt of Gazprom**

The Agreement for the Termination of the Contract for the Gas Transmission on the Romanian territory no. 643/00157629/210247 dated 24.09.1999 (the Agreement) was concluded on 24.12.2020 between National Gas Transmission Company Transgaz SA and Gazprom Export LLC contemplating **the monthly payment** by Gazprom Export LLC or companies within GPE group of an amount of **USD 2,256,482.75** during **01.12.2020 – 31.12.2023**.

Pursuant to the Agreement, **the total value** payable by GPE Gazprom Export LLC or companies within the GPE group **as at 01.12.2020 was USD 83,489,861.75**.

Since the conclusion of the Agreement for the Termination of the Contract for the Transmission of Gas on the territory of Romania no. 643/00157629/210247 dated 24.09.1999 between the National Gas Transmission Company Transgaz S.A. and Gazprom Export LLC, Transgaz has honoured its obligations under the Agreement in a proper, full and timely manner.

Transgaz has issued the monthly invoices pursuant to the Agreement with the invoiced values having been verified and accepted in advance by the representatives of Gazprom Export LLC.

Translation from Romanian

On a monthly basis, the amount to be invoiced is calculated starting from the monthly value under the contract (USD 2,256,482.75), adjusted (decreased) by the value of the capacity bookings (commodity charges included) made by GPE Group (according to art. 1.7 of the Agreement). The invoices may be issued by Transgaz and paid by GPE in USD or EUR (equivalent).

The invoices issued during the period December 2020-September 2022 were paid by Gazprom Export LLC in full and to the due date pursuant to the provisions of the Agreement, **but the invoices issued beyond October 2022 were not paid by Gazprom Export LLC.**

As at **03.03.2023**, there are **3 invoices issued and unpaid, overdue:**

- Invoice no. 20220011/21.11.2022 amounting to EUR 1,887,768.74
- Invoice no. 20220012/28.12.2022 amounting to EUR 1,913,346.51
- Invoice no. 20230001/18.01.2023 amounting to EUR 909,448.82 with total value of **EUR 4,710,564.07.**

The USD equivalent of the outstanding invoices is 4,826,840.38.

Since the payment deadline related to the first outstanding invoice was overrun (16.12.2022), Transgaz has sent two emails and four letters (no. 3950/17.01.2023, no. 5633/25.01.2023, 8005/02.02.2023 and 8524/03.02.2023) requesting GPE to provide the proof of payment and details regarding the reasons for the delay.

According to the provisions of art. 2.4 of the Agreement, if the invoices issued by Transgaz are not paid according to the due date, GPE shall owe to TRANSGAZ penalty amounting to the interest equal to the rate of 6 (six) months LIBOR + 2% (two percent) on the outstanding amount at the specified term, for the entire period of delay, including the date of final payment. Transgaz will issue penalty invoices in relation with the outstanding, unpaid amounts. These invoices will be submitted to the Legal Division as soon as possible together with the other unpaid invoices to become due, as appropriate.

Agreement Governing Law and Jurisdiction

Pursuant to art. 7.1 of the Agreement, the Agreement and its terms are governed by and construed in accordance with the laws of the Confederation of Switzerland excluding its conflict of laws provisions.

The disputes or differences arising out of or in connection with the agreement shall be settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Geneva, Switzerland. The language of the arbitral proceedings shall be English.

Translation from Romanian

Please find attached invoices no. 20220011/21.11.2022, no. 20220012/28.12.2022, no. 20230001/18.01.2023, as well as the agreement in Romanian and English in order to initiate legal actions for the collection of the outstanding debts of Gazprom.

Yours sincerely,

Deputy Director General

Mihai Leahu

Illegible signature

Director of Operation Division

Florin Bunea

Illegible signature

Director of the Commercial Unit

Ioan Rău

Illegible signature

Head of Network User Relation Management Department

Cristian Rascarache

Illegible signature

ANNEX NO. 1 - INVOICE SERIES SNTGNTZ NO. 20220011 / 21.11.2022

Settlement Payment for period: 01.10.2022-31.10.2022-Agreement date 24.12.2020
 SP = MA - AP = 2.256,482,75 USD - 180,461,30 USD = 2.076.021,45 USD = 2.094,030,11 EUR (1EUR= 0,9914 USD-ECB/31.10.2022)

No. CONTRACT	CLIENT	Invoice no.	Date invoice	VALUE TOTAL INVOICE (RON excl. VAT)	VAT value (RON)	VALUE TOTAL INVOICE (RON with VAT)
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL - AVANS	20224646	19.09.2022	455.210,79	86.490,05	541.700,84
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL - AVANS	20224778	23.09.2022	134.580,67	25.570,33	160.151,00
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20224925	03.10.2022	26.732,66	5.079,21	31.811,89
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20224933	04.10.2022	13.217,99	2.511,42	15.729,41
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20224940	05.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20224946	06.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20224974	07.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225088	10.10.2022	265.834,07	50.508,47	316.342,54
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225093	11.10.2022	35.470,49	6.739,39	42.209,88
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225102	12.10.2022	75.524,99	14.349,75	89.874,74
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225109	13.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225114	14.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225184	17.10.2022	4.049,97	769,49	4.819,46
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225189	18.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225306	19.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225312	20.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225327	21.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225365	24.10.2022	4.049,97	769,49	4.819,46
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225383	25.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225399	26.10.2022	1.349,99	256,50	1.606,49

CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225411	27.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225420	28.10.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225435	31.10.2022	4.049,97	769,49	4.819,46
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225461	01.11.2022	1.349,99	256,50	1.606,49
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225648	15.11.2022	-144.572,63	-27.468,80	-172.041,43
TOTAL SNT				0,00	0,00	0,00
TOTAL RBP				893.048,82	169.679,29	1.062.728,11
VALUE TOTAL - WIEE - period 01.10.2022-31.10.2022				893.048,82	169.679,29	1.062.728,11
VALUE TOTAL - WIEE - period 01.10.2022-31.10.2022 (curs 31.10.2022 - 1USD= 4,9487 lei) = 180.461,30 USD						

For period: 01.10.2022-31.10.2022 = AP = 180.461,30 USD

For period: 01.10.2022-31.10.2022 = SP = 2.076.021,45 USD = 2.094.030,11 EUR

For period: 01.08.2022-31.10.2022 = SP = 1.595.962,43 USD - 1.800.449,95 USD + 2.076.021,45 = 1.871.533,93 USD = 1.887.768,74 EUR

Direcția Comercială

Ioan RĂU-Director

NEAGU CRĂCIUN BUCUR

Sef Serviciu Gestionare Relații CU UR

Cristian PASCARACHE

INVOICE

Series	Number	Date
SNTGNTZ	20220011	21.11.2022

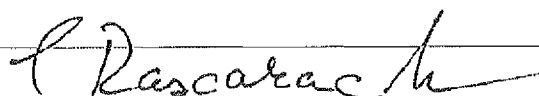
Supplier: SNTGN TRANSGAZ SA 1, CONSTANTIN I. MOTAS SQUARE 551130, MEDIAS, SIBIU ROMANIA VAT ID No RO13068733	Customer: GAZPROM EXPORT LLC 2A, OSTROVSKOGO SQ., LITERA A, 191023, SAINT-PETERSBURG, RUSSIAN FEDERATION Registration NO: 1027739898284, TIN No.7706193766	
Bank details: BRD-GROUPE SOCIETE GENERALE RO19BRDE330SV82912593300 SWIFT CODE :BRDEROBUXXX	Contract No: TERMINATION AGREEMENT OF THE HISTORICAL CONTRACT between SNTGN Transgaz SA and Gazprom Export LLC dated 24.12.2020	
Description	Value	VAT
SETTLEMENT PAYMENT FOR THE PERIOD 01-31 OCT 2022; PRICE= 1.871.533,93 USD CF.INVOICE ANNEX 1; ECB CROSS RATE: 1EUR=0,9914 USD - EXCHANGE RATE DATE 31.10.2022; PRICE IN EUR: 1.887.768,74 OUTSIDE OF THE SCOPE OF ROMANIAN VAT Due date: 16.12.2022	1,887,768.74	0.00
Total:	1,887,768.74	0.00
	Total EUR:	1,887,768.74




INVOICE

Series	Number	Date
SNTGNTZ	20220012	28.12.2022

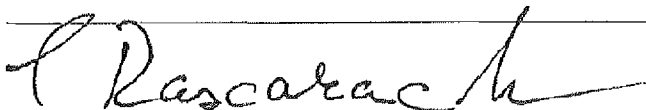
Supplier: SNTGN TRANSGAZ SA 1, CONSTANTIN I. MOTAS SQUARE 551130, MEDIAS, SIBIU ROMANIA VAT ID No RO13068733	Customer: GAZPROM EXPORT LLC 2A, OSTROVSKOGO SQ., LIT'ERA A, 191023, SAINT-PETERSBURG, RUSSIAN FEDERATION Registration NO: 1027739898284, TIN No.7706193766	
Bank details: BRD-GROUPE SOCIETE GENERALE RO19BRDE330SV82912593300 SWIFT CODE :BRDEROBUXXX	Contract No: TERMINATION AGREEMENT OF THE HISTORICAL CONTRACT between SNTGN Transgaz SA and Gazprom Export LLC dated 24.12.2020	
Description	Value	VAT
SETTLEMENT PAYMENT FOR THE PERIOD 01-30 NOV 2022; PRICE= 1.985.288,34 USD CF.INVOICE ANNEX 1; ECB CROSS RATE: 1EUR=1.0376 USD - EXCHANGE RATE DATE 30.11.2022; PRICE IN EUR: 1.913.346,51 OUTSIDE OF THE SCOPE OF ROMANIAN VAT Due date: 22.01.2023	1,913,346.51	0.00
Total:	1,913,346.51	0.00
	Total EUR:	1,913,346.51




INVOICE

Series	Number	Date
SNTGNTZ	20230001	18.01.2023

Supplier: SNTGN TRANSGAZ SA 1, CONSTANTIN I. MOTAS SQUARE 551130, MEDIAS, SIBIU ROMANIA VAT ID No RO13068733	Customer: GAZPROM EXPORT LLC 2A, OSTROVSKOGO SQ., LITERA A, 191023, SAINT-PETERSBURG, RUSSIAN FEDERATION Registration NO: 1027739898284, TIN No.7706193766	
Bank details: BRD-GROUPE SOCIETE GENERALE RO19BRDE330SV82912593300 SWIFT CODE :BRDEROBUXXX	Contract No: TERMINATION AGREEMENT OF THE HISTORICAL CONTRACT between SNTGN Transgaz SA and Gazprom Export LLC dated 24.12.2020	
Description	Value	VAT
SETTLEMENT PAYMENT FOR THE PERIOD 01-31 DEC 2022; PRICE= 970.018,11 USD CF.INVOICE ANNEX 1; ECB CROSS RATE: 1EUR=1.0666 USD - EXCHANGE RATE DATE 31.12.2022; PRICE IN EUR: 909.448,82 OUTSIDE OF THE SCOPE OF ROMANIAN VAT Due date: 12.02.2023	909,448.82	0.00
Total:	909,448.82	0.00
	Total EUR:	909,448.82



ANNEX NO. 1 - INVOICE SERIES SNTGNTZ NO. 20230001 / 18.01.2023

Settlement Payment for period: 01.12.2022-31.12.2022-Agreement date 24.12.2020
 SP = MA - AP = 2.256.482,75 USD - 1.286.464,64 USD = 970.018,11 USD = 909.448,82 EUR (1EUR= 1,0666 USD-ECB/31.12.2022)

No. CONTRACT	CLIENT	Invoice no.	Date invoice	VALUE TOTAL INVOICE (RON excls. VAT)	VAT value (RON)	VALUE TOTAL INVOICE (RON with VAT)
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL - AVANS	20225910	24.11.2022	892.385,19	169.553,19	1.061.938,38
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226077	02.12.2022	386.862,70	73.503,91	460.366,61
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226083	05.12.2022	826.660,18	157.065,43	983.725,61
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226091	06.12.2022	99.018,20	18.813,46	117.831,66
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226095	07.12.2022	351.666,82	66.816,70	418.483,52
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226117	08.12.2022	471.920,30	89.664,86	561.585,16
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226273	09.12.2022	416.192,82	79.076,64	495.269,46
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226283	12.12.2022	462.123,48	87.803,46	549.926,94
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226299	14.12.2022	333.364,78	63.339,31	396.704,09
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226377	15.12.2022	347.443,18	66.014,20	413.457,38
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226385	16.12.2022	315.766,78	59.995,69	375.762,47
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226392	19.12.2022	678.931,19	128.996,93	807.928,12
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226516	20.12.2022	198.329,46	37.682,60	236.012,06
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226523	21.12.2022	83.754,75	15.913,40	99.668,15
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226541	22.12.2022	30.585,32	5.811,21	36.396,53
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20230200	16.01.2023	67.243,87	12.776,34	80.020,21
TOTAL SNT				0,00	0,00	0,00
TOTAL RBP				5.962.249,02	1.132.827,33	7.095.076,35
VALUE TOTAL - WIEE - period 01.12.2022-31.12.2022				5.962.249,02	1.132.827,33	7.095.076,35
VALUE TOTAL - WIEE - period 01.12.2022-31.12.2022 (curs 31.12.2022 - 1USD= 4,6346 lei) = 1.286.464,64 USD						

For period: 01.12.2022-31.12.2022 = AP = 1.286.464,64 USD

For period: 01.12.2022-31.12.2022 = SP = 970.018,11 USD = 909.448,82 EUR

Şef Serviciu gestiune Relații CU UR
 Cristian RASCACHE



ANNEX NO. 1 - INVOICE SERIES SNTGNTZ NO. 20220012 / 28.12.2022

Settlement Payment for period: 01.11.2022-30.11.2022-Agreement date 24.12.2020
 SP = MA - AP = 2.256.482,75 USD - 271.194,41 USD = 1.985.288,34 USD = 1.913.346,51 EUR (1EUR= 1,0376 USD-ECB/30.11.2022)

No. CONTRACT	CLIENT	Invoice no.	Date invoice	VALUE TOTAL INVOICE (RON excl. VAT)	VAT value (RON)	VALUE TOTAL INVOICE (RON with VAT)
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL - AVANS	20225322	25.10.2022	287.022,58	54.534,29	341.556,87
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL - AVANS	20225415	27.10.2022	153.504,00	29.165,76	182.669,76
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225665	10.11.2022	5.497,96	1.044,61	6.542,57
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225673	11.11.2022	105.503,32	20.045,63	125.548,95
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225681	14.11.2022	13.886,75	2.638,48	16.525,23
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225769	16.11.2022	57.824,39	10.986,63	68.811,02
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225777	17.11.2022	91.700,92	17.423,17	109.124,09
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225886	21.11.2022	18.173,16	3.452,90	21.626,06
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20225984	25.11.2022	122.485,46	23.272,24	145.757,70
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226027	28.11.2022	116.375,16	22.111,26	138.486,44
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226056	28.11.2022	46.495,42	8.834,13	55.329,55
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226068	02.12.2022	214.663,58	40.786,08	255.449,66
CONTRACT NR.16-RBP / 15.07.2020	WIEE ROMANIA SRL	20226111	15.12.2022	51.867,79	9.854,88	61.722,67
TOTAL SNT				0,00	0,00	0,00
TOTAL RBP				1.285.000,49	244.150,08	1.529.150,57
VALUE TOTAL - WIEE - period 01.11.2022-30.11.2022				1.285.000,49	244.150,08	1.529.150,57
VALUE TOTAL - WIEE - period 01.11.2022-30.11.2022 (curs 30.11.2022 - 1USD= 4,7383 lei) = 271,194,41 USD						

For period: 01.11.2022-30.11.2022 = AP = 271.194,41 USD

For period: 01.11.2022-30.11.2022 = SP = 1.985.288,34 USD = 1.913.346,51 EUR

Direcția Comercială

Ioan RĂU-Director

NEAGH CRĂCIUN BUCUR

Şef Serviciu, Gestionare Relații CU UR

Cristian RASCARACHE

No 85241 03.02.2023

To: **GAZPROM EXPORT**

Ms. Elena BURMISTROVA

Director-General

CC: **Mr. Andrey KRUTKO**

Head of Logistics and Gas Storage Department

Subject: Payment of invoices issued based on the Contractual Agreement for October and November 2022

Dear Elena,

Since the conclusion of the Agreement for the Termination of the Contract on the Transmission of Gas on the territory of Romania no. 643/00157629/210247 dated 24.09.1999 between the National Gas Transmission Company Transgaz S.A. and Gazprom Export LLC, Transgaz has honoured its obligations under the Agreement in a proper, full and timely manner.

Transgaz has issued the monthly invoices pursuant to the Agreement with the invoiced values having been verified and accepted in advance by the representatives of Gazprom Export LLC. However, Gazprom Export LLC has not paid the invoices for October 2022 and November 2022 and, at the moment, such invoices are outstanding.

As at today, the total payable amount related to the overdue invoices is EUR 3,801,115.25 and this amount is comprised in invoice no. 20220011/21.11.2022 amounting to EUR 1,887,768.74 and invoice no. 20220012/28.12.2022 amounting to EUR 1,913,346.51.

To comprehend the causes underlying the failure to pay the invoices on their due date we requested Gazprom Export LLC to provide clarification in this respect by our letters no. 3950/17.01.2023, no. 5633/25.01.2023 and no. 8005/02.02.2023. We have not received any reply yet.

The representatives of Gazprom Export LLC have kept confirming the accuracy of the amounts invoiced by Transgaz based on the Agreement; nevertheless, no feedback regarding the payment thereof has been offered to us.

We trust that you will resolve this matter arising in the execution of the Agreement and that the necessary conditions of your company's complying with it will be put in place.

We look forward to your reply regarding the above-mentioned aspects.

Yours sincerely,

Ion STERIAN

Director-General





SOCIETATEA NAȚIONALĂ DE TRANSPORT GAZE NATURALE "TRANSGAZ" SA

Capital social: 227 738 410,00 LEI
ORC: 232/201/2000; C.I.R.: NO 12068733
P-ta C.J. Motas, nr.1, cod 551130, Medias, Jud. Sibiu
Tel: 0040 269 803331, 803334, Fax: 0040 269 809019
<http://www.transgaz.ro>; E-mail: cabinet@transgaz.ro

No. 3950/17.01.2023

To: **GAZPROM EXPORT LTD**
2A Ostrovskogo Square Litera A
191023 SAINT PETERSBURG RUSSIA
PHONE/FAX: 0078126461418
Email: d.grachev@gazpromexport.gazprom.ru

Attn.: **Mr. Dmitry GRACHEV**
Logistics and Gas Storage Department

Subject: *invoice related to the settlement payment for October 2022*

Dear Mr. Grachev,

Transgaz issued invoice no. 20220011 representing the Settlement Payment for the period 01.10.2022 – 31.10.2022 on 21.11.2022 based on the Agreement for the Termination of the Legacy Contract dated 24.12.2020.

This invoice was issued as soon as you had previously confirmed the amounts provided for in the annex by your email dated 18.11.2022. The due date of invoice no. 20220011 was 16.12.2022.

We sent three emails during 22.12.2022 – 10.01.2023 having notified you that invoice no. 20220011 / 21.11.2022 was recorded as non-collected in our records and having informed you that we were looking forward to any details in this respect.

This message or any attachments is/are destined to the addressee only. If you are not the intended recipient you are kindly requested not to disclose or copy this document. Anyone who has received this document by mistake is kindly requested to contact us as soon as possible and return the document by mail to:
SNTGN TRANSGAZ SA – P-TA C.J. MOTAS NR.1, 551130 MEDIAS, ROMANIA

As we have not received any reply regarding the payment of invoice no. 20220011 / 21.11.2022 yet, we would appreciate it if you could provide us with the proof of payment related to the above-mentioned invoice and/or any clarification in respect of such payment.

Yours sincerely,

Ion STERIAN
DIRECTOR GENERAL





SOCIETATEA NAȚIONALĂ DE TRANSPORT GAZE NATURALE "TRANSGAZ" SA

Capital social: 117 738 440,00 LEI
OIC: 132/301/2000; C.I.F.: RO 13068733
P-ja C.I. Motaj, nr.1, cod 551130, Mediaș, Jud. Sibiu
Tel: 0040 269 803333, 803334, Fax: 0040 269 839029
http://www.transgaz.ro; E-mail: cabinet@transgaz.ro

No. 26.33/25.01.2023

To: **GAZPROM EXPORT LTD**
2A Ostrovskogo Square Litera A
191023 SAINT PETERSBURG RUSSIA
PHONE/FAX: 0078126461418
Email: d.grachev@gazpromexport.gazprom.ru

Attn.: **Mr. Dmitry GRACHEV**
Logistics and Gas Storage Department

Subject: *payment of the invoices related to October and November 2022*

Dear Mr. Grachev,

We revert to our letter no. 3950/17.01.2023 as we have not collected the amount related to invoice no. 20220011 / 21.11.2022, i.e. Euro 1.887.768,74 nor have we received any reply regarding its payment yet.

We would also like to inform you that invoice no. 20220012 / 28.12.2022 amounting to Euro 1.913.346,51, which was due on 22.01.2023, has been registered with Transgaz' records as uncollected as well.

Therefore, as at today, the total payable amount related to the overdue invoices is Euro 3.801.115,25.

We would appreciate it if you could still provide us with the proof of payment related to the above-mentioned invoices and/or any clarification in respect of such payments.

Yours sincerely,

Ion STERIAN
DIRECTOR GENERAL



This message or any attachments is/are destined to the addressee only. If you are not the intended recipient you are kindly requested not to disclose or copy this document. Anyone who has received this document by mistake is kindly requested to contact us as soon as possible and return the document by mail to:

SNTON TRANSGAZ SA - P-ŢA C.I. MOTAJ NR. 1, 551130 MEDIAS, ROMANIA



SOCIETATEA NAȚIONALĂ DE TRANSPORT GAZE NATURALE "TRANSGAZ" SA

Capital codif: 117 738 440,00 LEI
OXC: 732/301/2000; C.A.E.ND 11068733
Pia C.I. Motas, nr.1, cod 551130, Medias, Jud. Sibiu
Tel: 0040 269 203339, 403334, Fax: 0040 269 835029
http://www.transgaz.ro E-mail: cabinet@transgaz.ro

No. 8005/02.02.2023

To: **GAZPROM EXPORT LTD**
2A Ostrovskogo Square Letter A
191023 SAINT PETERSBURG RUSSIA
PHONE/FAX: 0078126461418
Email: d.grachev@gazpromexport.gazprom.ru

Attn.: **Mr. Dmitry GRACHEV**
Logistics and Gas Storage Department

Subject: Payment of the invoices related to October and November 2022

Dear Mr. Grachev,

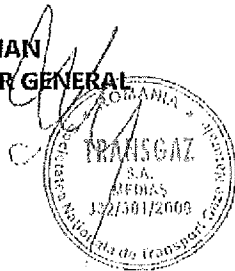
We would like to revert to our letters no. 3950/17.01.2023 and no. 5633/25.01.2023 as we have not collected the amounts related to invoice No. 20220011/21.11.2022 amounting to EUR 1,887,768.74 and invoice no. 20220012/ 28.12.2022 amounting to EUR 1,913,346.51 nor have we received a reply to the above-mentioned letters.

At the date hereof, the total amount to be paid for the overdue invoices is EUR 3,801,115.25.

Please send us the proof of payment of the aforementioned invoices and/or clarifications on the payments process.

Yours sincerely,

Ion STERIAN
DIRECTOR GENERAL



This message or any attachments is/are destined to the addressee only. If you are not the intended recipient you are kindly requested not to disclose or copy this document. Anyone who has received this document by mistake is kindly requested to contact us as soon as possible and return the document by mail to:
SNTGN TRANSGAZ SA - P-TA C.I. MOTAS NR.1, 551130 MEDIAS, ROMANIA

ANEXA 3

Cost calculator - ICC - International Chamber of Commerce

3/3/23, 11:39 AM

Requested estimation	
Amount in dispute	4826840
Number of arbitrators	3
Year (scale)	2017
Fees per arbitrator	
Min	\$32118
Avg	\$85805
Max	\$139491
Advance on costs (without arbitrator expenses)	
Average fees multiplied by number of arbitrators	\$257415
Administrative expenses	\$44218
Total	\$301633

<https://ccwbo.org/dispute-resolution-services/arbitration/costs-and-payments/cost-calculator/>