

CURRENT REPORT

according to the provisions of Article 108 of Law 24/2017 on issuers of financial instruments and market operations

Date of report: **26.01.2024**

Name of issuing entity: **SNTGN TRANSGAZ SA**

Headquarters: **Mediaș, 1 Constantin I. Motas Square, Sibiu County**

Telephone/fax number: **0269803333/0269839029**

Tax identification code: **RO 13068733**

Trade Register number: **J32/301/2000**

Subscribed and paid-up capital: **RON 1,883,815,040.00**

Regulated market on which issued securities are traded: **Bucharest Stock Exchange.**

REPORTING EVENTS: Transactions of the type listed in Article 108 of Law 24 of 2017 on issuers of financial instruments and market operations

The National Gas Transmission Company Transgaz SA informs all those concerned on the conclusion of NTS entry/exit points transmission contracts with SNGN ROMGAZ S.A. for 2023.

The cumulative value of the contracts concluded with SNGN ROMGAZ SA over the last 12 months exceeds 5% of the value of the net assets of SNTGN TRANSGAZ SA, as per the most recently published financial statements and in accordance with the provisions of Article 108 of Law 24/2017 as amended, the company has the obligation to report the cumulative value of these transactions if they exceed 5% of the company's net assets, according to the most recently published financial statements.

Contract data	Contract clauses
Contract Parties	Concluded between SNTGN TRANSGAZ SA and S.N.G.N. ROMGAZ SA
Contract date and type	Contract no. 24/22.08.2022 (1 October 2022 – 1 October 2023) Contract no. 76/22.08.202 (1 October 2022 - 1 October 2023) Contract no. 100T/15.11.2022 (1 January 2023 - 1 April 2023) Contract no. 101T/15.11.2022 (1 January 2023 - 1 April 2023) Contract no. 332L/21.12.2022 (1 January 2023 - 1 February 2023) Contract no. 427L/18.01.2023 (1 February 2023 - 1 March 2023) Contract no. 129T/14.02.2023 (1 April 2023 - 1 July 2023) Contract no. 40Z/27.01.2023 (1 February 2023 - 1 October 2023) Contract no. 505L/22.02.2023 (1 March 2023 - 1 April 2023) Contract no. 520L/22.03.2023 (1 April 2023 - 1 May 2023) Contract no. 660L/20.04.2023 (1 May 2023 - 1 June 2023) Contract no. 695L/17.05.2023 (1 June 2023 - 1 July 2023)

	<p>Contract no. 166T/10.05.2023 (1 July 2023 - 1 October 2023)</p> <p>Contract no. 771L/21.06.2023 (1 July 2023 - 1 August 2023)</p> <p>Contract no. 819L/19.07.2023 (1 August 2023 - 1 September 2023)</p> <p>Contract no. 863L/23.08.2023 (1 September 2023 - 1 October 2023)</p> <p>Contract no. 23/28.08.2023 (1 October 2023 - 1 October 2024)</p> <p>Contract no. 74/28.08.2023 (1 October 2023 - 1 October 2024)</p> <p>Contract no. 33T/28.08.2023 (1 October 2023 - 1 January 2024)</p> <p>Contract no. 34T/28.08.2023 (1 October 2023 - 1 January 2024)</p> <p>Contract no. 55L/20.09.2023 (1 October 2023 - 1 November 2023)</p> <p>Contract no. 151L/18.01.2023 (1 November 2023 - 1 December 2023)</p> <p>Contract no. 152L/18.01.2023 (1 November 2023 - 1 December 2023)</p> <p>Contract no. 267L/22.11.2023 (1 December 2023 - 1 January 2024)</p> <p>Contract no. 268L/22.11.2023 (1 October 2023 - 1 October 2023)</p>
Contract scope	<p>- NTS entry points annual, quarterly, monthly, daily gas transmission services</p> <p>- NTS exit points annual, quarterly, monthly, daily gas transmission services</p>
Cumulative contract value	203,434,920.68 lei (VAT included) of the legal act VAT included (lei)
Mutual debts	-
Guarantees established and penalties stipulated	<p>Guarantees:</p> <p>Art. 14</p> <p>(1) For the purpose of fulfilling their obligations under the Contract, either Party shall establish a guarantee for the other Party in accordance with the Network Code.</p> <p>(2) For fulfilling the obligation under paragraph (1), the TSO shall provide the credit rating.</p> <p>(3) The NU is exempted from the obligation to provide the payment guarantee to the TSO conditional on:</p> <p>a) the proof of a credit rating issued by one of the rating agencies agreed by the TSO or at least at the same level as that of the TSO, valid for the duration of the Contract;</p> <p>b) pays the transmission services in advance.</p> <p>(4) If, during validity of this Contract, either the NU rating or the agency agreed by the TSO changes, the NU shall notify the TSO within 3 working days from the change and shall prove the fulfillment of its guarantee obligations under this Chapter no later than 5 working days from the change.</p> <p>ART. 15</p> <p>(1) The payment guarantee shall be submitted by the NU as:</p> <p>a) a letter of bank guarantee in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date (according to Annex 4); and/or</p> <p>b) a guaranteed account (collateral deposit) in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date and/or</p> <p>c) an escrow account in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date.</p> <p>(2) The TSO shall accept the letter of bank guarantee issued by a bank having a rating issued one of the following rating agencies: Standard&Poors, Moody's or Fitch, at least at the `investment grade` level. The equivalence between the ratings of the three agencies is published on the TSO`s website.</p> <p>ART. 16</p> <p>(1) If the NU proves the creditworthiness according to Art. 14 (3) (a), the TSO may, in certain justified cases, request the provision of a financial guarantee in accordance with Art. 15 or the advance payment of the payment obligations arising from the commercial relationship with the NU. The request for a guarantee or advance payment shall be made and explained in writing.</p> <p>(2) For the transmission services, a justified case is considered the situation when the NU has a delayed payment for an amount of at least 10% of the value of the last invoice</p>

or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.

B. Yearly and quarterly product

ART. 17

(1) The NU shall submit to the TSO the financial guarantee according to (2) at least 5 working days before the start of the transmission service.

(2) The level of the financial guarantee provided by the NU shall be equal to the average value of the estimated monthly invoice for the transmission services for the following period of use.

(3) The financial guarantee established in accordance with (2) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.

(4) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within 7 working days after the end of the booking period.

(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.

(6) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.

(7) If such advance payment does not cover the value of the settlement invoice for the respective month, the difference shall be paid by the NU on the invoice due date.

(8) The NU may renounce the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.

C. Monthly product

ART. 18

(1) The NU shall submit to the TSO the financial guarantee according to (2) at least 3 working days before the start of the transmission service.

(2) The level of the financial guarantee provided by the NU shall be equal to the value of the estimated monthly invoice for the transmission services for the following period of use.

(3) The financial guarantee established in accordance with (2) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.

(4) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within two working days after the end date of the booking period.

(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.

(6) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.

(7) If such advance payment does not cover the value of the settlement invoice for the respective month, the difference shall be paid by the NU on the invoice due date.

D. Daily product

ART. 19

For the daily product, the payment shall be made in advance, within 24 hours following the acceptance and signature of the transmission contract and before the start of the transmission services in accordance with Article 7.

ART. 20

(1) The payment guarantee issued according to Art. 17 (1) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.

(2) If the level of the financial guarantee:

	<p>a) decreases by more than 5% below the level specified in Art. 17 (2), the NU shall supplement the financial guarantee accordingly;</p> <p>b) is more than 5% above the level specified in Art. 17 (2), the TSO shall return to the NU the difference between the actual level of the guarantee and the one specified in Art. 17 (2).</p> <p>(3) The payment guarantee shall be adjusted within no more than 5 working days from the date of recording of the diminishing/increasing as compared to the level specified in Art. 17 (2).</p> <p>(4) The TSO shall be entitled to make claims against the guarantee under this Article within the limits of the damage incurred, unless the NU fulfills its contract obligations completely or partly or if it delays fulfilling such obligations.</p> <p>(5) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.</p> <p>(6) The TSO shall send the guarantee execution notification by fax within 24 hours from the expiration of the period set at Art.23 (1) (a).</p> <p>(7) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee within 5 days from execution.</p> <p>Penalties:</p> <p>ART. 23</p> <p>(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:</p> <p>a) delay penalties related to the unpaid amount, equal to the delay interest due for failure to pay the budgetary obligations in due time, for each day of delay, starting with the 16th calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in case of failure to meet the payment obligation within 15 calendar days from the maturity date;</p> <p>b) in case of failure to meet the payment obligation, the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 15 calendar days foreseen at letter a);</p> <p>c) the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the day when the sum of the Nu imbalances exceeds the value of the balancing guarantees.</p> <p>(2) If the due date or the day following the grace period expiration is a bank holiday, the terms foreseen at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily return/does not use the booked and not used capacity transfer facility, thus the mandatory capacity transfer being applied, NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract expiry.</p> <p>ART. 25</p> <p>(1) The NU shall be entitled to request and receive an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code, in case TSO does not keep at NU's disposal the entire transmission capacity booked by the latter;</p> <p>(2) If the amount in paragraph (1) does not cover the entire prejudice incurred, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice incurred when TSO does not meet its gas transmission services obligation as well as any other obligations established by this Contract.</p>
<p>Payment terms and modalities</p>	<p>ART.6</p> <p>(1) The NU shall pay the TSO the value of the transmission capacity booked, calculated based on the capacity booking tariff applicable at the moment when the booked capacity may be used.</p> <p>(2) The TSO shall pay the NU the value of the transmission capacity not provided, calculated based on the capacity non-provision tariff applicable at the moment when the NU could not use the booked capacity.</p>

(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.

(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.

(5) Until the 15th day of the month following the month for which the transmission service was provided, the TSO shall send the NU separate invoices (hereinafter referred to as 'monthly invoices'), as follows:

- a) an invoice for the transmission services provided for the previous month;
- b) an invoice for the booked capacity exceeding tariff value, calculated in accordance with Art. 99 of the Network Code, and/or for the tariff value for not providing the capacity booked, calculated in accordance with Art. 101 of the Network Code, if applicable;
- c) an invoice for the amount of the additional capacity, calculated according to Art. 51 of the Network Code, resulting after the nomination by the NU of a gas quantity exceeding the NU capacity booked at a NTS entry point.

(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU at least 5 calendar days before the starting date of each month of provision of services, an advance payment invoice, the amount of which shall be equal to the amount of booked capacity calculated for the period of the service provision month.

- (i) an advance payment invoice the value of which is equal to the value of the capacity booked, calculated for the service provision month, at least 5 calendar days before the start date of each month of services provision, to which the volumetric component value, calculated at the contractual level of the capacity for the same period, is added;
- (ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.

ART. 7

(1) Invoices issued according to Art. 6 (5) shall be paid within 15 calendar days from the date of issuance. If the due date is not a business day, the deadline is set on the next business day.

(2) Invoices issued according to Art. 6 (6) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.

**DIRECTOR - GENERAL
ION STERIAN**