

CURRENT REPORT

according to the provisions of Article 108 of Law 24/2017

Date of report: **03.02.2022**

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

Headquarters: **Mediaș, 1 Constantin I. Motaș 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 117,738,440**

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

EVENTS TO BE REPORTED: *Transactions of the type as listed in art. 108 of Law no. 24/2017*

SNTGN Transgaz SA notifies all stakeholders of the conclusion of monthly service provision contracts related to the NTS entry/exit points for December 2021 with SNGN ROMGAZ SA.

It is to be noted that the cumulated value over the last 12 months of the contracts concluded with SNGN ROMGAZ SA exceeds 5% of the value of Transgaz' net assets related to the most recent financial reporting and in compliance with the provisions of art.108 of Law 24/2017 as amended, the company has the obligation to report the cumulative value of such transactions included.

Contract data	Contract clauses
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 18/20.08.2021 (1 October 2021 – 1 October 2022)
Contract scope	Provision of yearly transmission services related to NTS entry points
Contract value	lei 131.836.544,16 - estimated amount of the legal document - VAT included (lei)
Mutual debts	-
Guarantees established and penalties stipulated	Guarantees: Art. 14 (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. (2) For fulfilling the obligation under paragraph (1), the TSO shall provide the credit rating. (3) The NU is exempted from the obligation to provide the payment guarantee to the TSO subject to the following: 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; b) it pays the transmission services in advance. (4) If, during the 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

	<p>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> <ul style="list-style-type: none"> a) a letter of bank guarantee in lei or the euro equivalent at the Central European Bank exchange rate at the date of the guarantee issuing (according to Annex 4) and/or b) a guaranteed account (collateral deposit) in lei or the euro equivalent at the Central European Bank exchange rate at the date of guarantee issuing and/or c) an escrow account in lei or the euro equivalent at the Central European Bank exchange rate at the date of guarantee issuing. <p>(2) The TSO shall accept the letter of bank guarantee issued by a bank having a rating issued by 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 17</p> <p>(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.</p> <p>(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.</p> <p>(3) The financial guarantee established in accordance with paragraph (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 Contract's expiry date.</p> <p>(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 to the TSO in writing, within 7 working days after the end of the booking period.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</p> <p>(8) The NU may waive the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.</p> <p>ART. 20</p> <p>(1) The payment guarantee issued according to Art. 17 (1) shall be valid starting with the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the Contract's expiry date.</p> <p>(2) If the level of the financial guarantee for payment:</p> <ul style="list-style-type: none"> a) decreases by more than 5% below the level specified in Art. 17 (2), the NU shall supplement the financial guarantee accordingly; 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).
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	<p>(3) The payment guarantee shall be adjusted by no more than 5 working days from the date the decrease/increase was recorded 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 in full or in part or if it delays the fulfilment of such obligations.</p> <p>(5) Prior to making any claim against such guarantee, the TSO shall notify the NU of the non-fulfilled obligations.</p> <p>(6) The TSO shall send the guarantee call-on notification by fax within 24 hours from the expiration of the period under Art.23 (1) (a).</p> <p>(7) If the guarantee is called on in part or in full, the NU shall re-establish the guarantee within 5 days from the call-on.</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) the charge of a delay penalties share calculated in relation with 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 guarantee stipulated by the contract has been called on, 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 provided for 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 date is a non-working day, the terms under paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender /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 termination.</p> <p>ART. 25</p> <p>(1) The NU is 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>
Payment terms and modalities	<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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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:</p>

	<p>a) an invoice for the transmission services provided for the previous month;</p> <p>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;</p> <p>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.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU an advance payment invoice the value of which is equal to the value of the booked capacity, calculated for the service provision month, at least 5 calendar days before the prior to the start date of each month of services provision.</p> <p>ART. 7</p> <p>(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.</p> <p>(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.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 84/20.08.2021 (1 October 2021 – 1 October 2022)
Contract scope	Provision of yearly transmission services related to NTS exit points
Contract value	lei 22,705,303.27 - estimated amount of the legal document - 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) of this article, the TSO shall provide the proof of the credit rating.</p> <p>(3) The NU is exempted from the obligation to provide the payment guarantee to the TSO subject to:</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 at the date of guarantee issuing (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 at the date of guarantee issuing and/or</p> <p>c) an escrow account in lei or the euro equivalent at the Central European Bank exchange rate at the date of guarantee issuing.</p> <p>(2) The TSO shall accept the letter of bank guarantee issued by a bank having a rating issued by 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 to the NU.</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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.

ART. 17

(1) The NU shall submit to the TSO the financial guarantee according to paragraph (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 paragraph (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 Contract's expiry date.

(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 to 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 netted 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 at the invoice due date.

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

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 Contract's expiry date.

(2) If the level of the financial guarantee:

a) decreases by more than 5% below the level specified in Art. 17 paragraph (2), the NU shall supplement the financial guarantee accordingly;

b) is more than 5% above the level specified in Art. 17 paragraph (2), the TSO shall return to the NU the difference between the actual level of the guarantee and the one specified in Art. 17 paragraph (2).

(3) The payment guarantee shall be adjusted by no more than 5 working days from the date of recording of the decrease/increase as compared to the level specified in Art. 17 paragraph (2).

(4) The TSO shall be entitled to make claims against the guarantee under this Article within the limits of the prejudice incurred, unless the NU fulfills its contract obligations in full or in part or if it delays the fulfilment of such obligations.

(5) Prior to making any claim against such guarantee, the TSO shall notify the NU of the non-fulfilled obligations.

(6) The TSO shall send the guarantee call-on notification by fax within 24 hours from the expiration of the period under Art.23 (1) (a).

(7) If the guarantee is called on in full or in part, the NU shall re-establish the guarantee within 5 days from the call-on.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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 guarantee stipulated by the contract has been called on, in case of failure to meet the payment obligation within 15 calendar days from the due date;

	<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 under 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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 termination.</p> <p>ART. 25</p> <p>(1) The NU is 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 booked transmission capacity, calculated based on the capacity booking tariff applicable at the moment when the booked capacity may be used, and the commodity tariff, applicable during the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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') prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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 booked capacity, calculated in accordance with Art. 101 of the Network Code, if applicable;</p> <p>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 exit point.</p> <p>(6) If the NU chooses the advance payment option, the TSO shall issue and send the NU:</p> <p>(i) an advance payment invoice the value of which is equal to the value of the booked capacity, calculated for the service provision month, at least 5 calendar days before the prior to the start date of each month of services provision, to which the commodity charge value, calculated at the contractual level of the capacity for the same period, is added;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 paragraph (5) and (6) point (ii) 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.</p>

	(2) Invoices issued according to Art. 6 paragraph (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 125T/10.11.2020 for Q I 2021
Contract scope	Provision of quarterly transmission services related to the NTS entry points
Contract value	lei 11,504,146.50 - estimated amount of the legal document - 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 subject to:</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 at the date of guarantee issuing (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 at the date of guarantee issuing and/or</p> <p>c) an escrow account in lei or the euro equivalent at the Central European Bank exchange rate at the date of guarantee issuing.</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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 17</p> <p>(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.</p> <p>(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.</p> <p>(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 Contract's expiry date.</p>

- (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 to 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 netted against 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 waive the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.

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 Contract's expiry date.
- (2) If the level of the financial guarantee:
- a) decreases by more than 5% below the level specified in Art. 17 (2), the NU shall supplement the financial guarantee accordingly;
 - 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).
- (3) The payment guarantee shall be adjusted by no more than 5 working days from the date of recording of the decrease/increase as compared to the level specified in Art. 17 (2).
- (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 in full or in part or if it delays the fulfilment of such obligations.
- (5) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.
- (6) The TSO shall send the guarantee call-on notification by fax within 24 hours from the expiration of the period set at Art.23 (1) (a).
- (7) If the guarantee is called on partly or completely, the NU shall re-establish the guarantee within 5 days from call-on.

Penalties:

ART. 23

- (1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:
- 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 call-on of the guarantee stipulated by the contract, in case of failure to meet the payment obligation within 15 calendar days from the maturity date;
 - 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 provided for at letter a);
 - 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.
- (2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.

ART. 24

If, upon TSO's request, the NU does not voluntarily surrender/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>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>
Payment terms and modalities	<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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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 appropriate:</p> <p>a) an invoice for the transmission services provided for the previous month;</p> <p>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;</p> <p>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.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU: 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.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6, paragraph (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.</p> <p>(2) Invoices issued according to Art. 6, paragraph 6 shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 126T/10.11.2020 for Q I 2021
Contract scope	Provision of quarterly transmission services related to NTS exit points
Contract value	lei 6,594,378.34 - estimated amount of the legal document - 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 17</p> <p>(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.</p> <p>(2) The level of the financial guarantee provided by the NU shall be equal to the average value of the estimated monthly invoices for the transmission services for the following period of use.</p> <p>(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.</p> <p>(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 maximum 7 working days after the end of the booking period.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</p> <p>(8) The NU may waive the advance payment option, subject to establishing a financial guarantee for payment in accordance with Article 14, paragraph (3) or Art. 15.</p> <p>ART. 20</p> <p>(1) The payment guarantee issued in accordance with Art. 17 para. (1) shall be valid starting with the banking day preceding the date on which the transmission services have commenced and shall cease to be valid on the 60th calendar day following the termination of the contract by expiry.</p> <p>(2) If the level of the financial guarantee of payment:</p>
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	<p>a) decreases by more than 5% below the level specified in Article 17, paragraph (2), the NU shall be obliged to supplement the level of the financial guarantee accordingly;</p> <p>b) decreases by more than 5% below the level specified in Article 17, paragraph (2), the TSO is obliged to return the difference between the actual level of the guarantee and the level specified in Art. 17 para. (2) to the NU.</p> <p>(3) The adjustment of the level of the payment guarantee shall be made no later than 5 working days after the date on which the decrease/increase in relation to the level established in accordance with Article 17, paragraph (2) is recorded.</p> <p>(4) The TSO shall be entitled to make claims on the guarantee provided for in this Article to the extent of the damage incurred if the NU fails to meet its contractual obligations, in full or in part, or fulfils such obligations with delay.</p> <p>(5) Prior to issuing a claim on the guarantee, the TSO shall be obliged to notify the NU, specifying the obligations that have not been fulfilled.</p> <p>(6) Notification of the guarantee call-on shall be delivered by fax by the TSO within 24 hours of the expiry of the period referred to in Article 23 para. (1) letter a).</p> <p>(7) If the guarantee is fully or partially called on, the NU shall be obliged to replenish the guarantee within 5 days from the guarantee call-on</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 call-on 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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract data	Contract clauses
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 153T/09.02.2021 related to Q II 2021
Contract scope	Provision of quarterly transmission services related to NTS exit points
Contract value	lei 1,331,967.00 - estimated amount of the legal document - 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 the fulfilment of 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 17</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</p> <p>(8) The NU may waive the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.</p> <p>ART. 20</p> <p>(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.</p> <p>(2) If the level of the financial guarantee:</p> <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 by no more than 5 working days from the date of recording of the decrease/increase as compared to the level specified in Art. 17 (2).</p>
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	<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 in full or in part or if it delays the fulfilment of 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 call-on 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 called on partly or completely, the NU shall re-establish the guarantee within 5 days from call-on.</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 call-on 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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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:</p> <p>a) an invoice for the transmission services provided for the previous month;</p>

	<p>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;</p> <p>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.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to 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;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(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.</p> <p>(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.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 174T/12.05.2021 for Q III 2021
Contract scope	Provision of quarterly transmission services related to NTS exit points
Contract value	lei 5,067,360.00 - estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 17</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</p> <p>(8) The NU may waive the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.</p> <p>ART. 20</p> <p>(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.</p> <p>(2) If the level of the financial guarantee:</p> <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 by no more than 5 working days from the date of recording of the decrease/increase 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 in full or in part or if it delays the fulfilment of 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 call-on 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 called on partly or completely, the NU shall re-establish the guarantee within 5 days from call-on.</p> <p>Penalties:</p> <p>ART. 23</p>
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	<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 call-on 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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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, and the commodity tariff, applicable in the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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') prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision, to which the volumetric</p>

	<p>component value, calculated at the contractual level of the capacity for the same period, is added;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 43T/20.08.2021 for Q IV 2021
Contract scope	Provision of quarterly transmission services related to NTS entry points
Contract value	lei 2,305,648.80 - estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 17</p> <p>(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.</p>

- (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 netted 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 waive the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.

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:
- a) decreases by more than 5% below the level specified in Art. 17 (2), the NU shall supplement the financial guarantee accordingly;
 - 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).
- (3) The payment guarantee shall be adjusted by no more than 5 working days from the date of recording of the decrease/increase as compared to the level specified in Art. 17 (2).
- (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 in full or in part or if it delays the fulfilment of such obligations.
- (5) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.
- (6) The TSO shall send the guarantee call-on notification by fax within 24 hours from the expiration of the period set at Art.23 (1) (a).
- (7) If the guarantee is called on partly or completely, the NU shall re-establish the guarantee within 5 days from call-on.

Penalties:

ART. 23

- (1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:
- 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 call-on of the guarantee stipulated by the contract, in case of failure to meet the payment obligation within 15 calendar days from the maturity date;
 - 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 provided for at letter a);
 - 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>(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A

Contract date and type	Contract no. 44T/20.08.2021 for Q IV 2021
Contract scope	Provision of quarterly transmission services related to NTS exit points
Contract value	lei 670.805,86 - estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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 fulfilment 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 17</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p>

(6) The advance payment/advance payment invoice shall be netted 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 waive the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.

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:

- a) decreases by more than 5% below the level specified in Art. 17 (2), the NU shall supplement the financial guarantee accordingly;
- 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).

(3) The payment guarantee shall be adjusted by no more than 5 working days from the date of recording of the decrease/increase as compared to the level specified in Art. 17 (2).

(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 in full or in part or if it delays the fulfilment of such obligations.

(5) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.

(6) The TSO shall send the guarantee call-on notification by fax within 24 hours from the expiration of the period set at Art.23 (1) (a).

(7) If the guarantee is called on partly or completely, the NU shall re-establish the guarantee within 5 days from call-on.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

- 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 call-on of the guarantee stipulated by the contract, in case of failure to meet the payment obligation within 15 calendar days from the maturity date;
- 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 provided for at letter a);
- 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.

(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.

ART. 24

If, upon TSO's request, the NU does not voluntarily surrender/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.

ART. 25

(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>(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>
Payment terms and modalities	<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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 364L/23.12.2020 for January 2021
Contract scope	Provision of monthly transmission services related to NTS entry points
Contract value	lei 1,391,306.35 – estimated amount of the legal document 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 the fulfilment of 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</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>
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	<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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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:</p> <p>a) an invoice for the transmission services provided for the previous month;</p> <p>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;</p> <p>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.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU 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 prior to the start date of each month of services provision.</p> <p>ART. 7</p>

	<p>(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.</p> <p>(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.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 365L/23.12.2020 for January 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 121,017.65 – estimated amount of the legal document - 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 the fulfilment of 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p> <p>(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.</p>

	<p>(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.</p> <p>(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.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</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> <ul style="list-style-type: none"> 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; 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 provided for at letter a); 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>(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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, and the commodity tariff, applicable in the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p>

	<p>(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'), prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to 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;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 439L/20.01.2021 for February 2021
Contract scope	Provision of monthly transmission services related to NTS entry points
Contract value	lei 857,157.00 – estimated amount of the legal document 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 the fulfilment of 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 fulfilment 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>

(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.

ART. 16

(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.

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

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 netted 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.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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;

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 provided for at letter a);

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.

(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.

ART. 24

If, upon TSO's request, the NU does not voluntarily surrender/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>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>
Payment terms and modalities	<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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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:</p> <p>a) an invoice for the transmission services provided for the previous month;</p> <p>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;</p> <p>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.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU 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 prior to the start date of each month of services provision.</p> <p>ART. 7</p> <p>(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.</p> <p>(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.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 441L/20.01.2021 for February 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 289,004.35 – estimated amount of the legal document 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 the fulfilment of 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>

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;

b) pays the transmission services in advance.

(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.

ART. 15

(1) The payment guarantee shall be submitted by the NU as:

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

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

c) an escrow account in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date.

(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.

ART. 16

(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.

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

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 netted 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.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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

	<p>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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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, and the commodity tariff, applicable in the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to 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;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p>

	<p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 520L/17.02.2021 for March 2021
Contract scope	Provision of monthly transmission services related to NTS entry points
Contract value	lei 175,965.30 – estimated amount of the legal document 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 the fulfilment of 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p> <p>(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.</p>

	<p>(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.</p> <p>(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.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</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> <ul style="list-style-type: none"> 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; 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 provided for at letter a); 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>(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p>

	<p>(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:</p> <p>a) an invoice for the transmission services provided for the previous month;</p> <p>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;</p> <p>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.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU 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 prior to the start date of each month of services provision.</p> <p>ART. 7</p> <p>(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.</p> <p>(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.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 521L/17.02.2021 for March 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 60,794.72 – estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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>

(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.

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

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 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 maximum two 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 netted 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.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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;

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 provided for at letter a);

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.

(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.

ART. 24

If, upon TSO's request, the NU does not voluntarily surrender/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.

ART. 25

(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>(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>
Payment terms and modalities	<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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 605L/17.03.2021 for April 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 636,327.37 – estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 maximum two working days after the end of the booking period.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</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>
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	<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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of</p>

	<p>the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 616L/21.04.2021 for May 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 1,697,460.15 – estimated amount 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p>

	<p>(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.</p> <p>(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.</p> <p>(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 maximum two working days after the end of the booking period.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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>

	<p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 695L/19.05.2021 for June 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 1,640,107.98 – estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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>

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
c) an escrow account in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date.

(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.

ART. 16

(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.

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

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 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 maximum two 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 netted 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.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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;

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 provided for at letter a);

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.

(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.

ART. 24

	<p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between S.N.T.G.N. TRANSGAZ S.A. and S.N.G.N. ROMGAZ S.A.
Contract date and type	Contract no. 781L/21.07.2021 for August 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 109,164.89 – estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 maximum two working days after the end of the booking period.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p>

	<p>(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.</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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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 as well as the tariff related to the volumetric component, applicable in the same period, for the quantity of natural gas transported, established on the basis of the final allocations.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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'), prepared based on the final allocations, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month prepared based on the final allocations;</p> <p>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;</p>

	<p>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 exit point.</p> <p>(6) If the NU choses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to the start date of each month of services provision to which is added the value of the volumetric component, calculated at the contractual level of capacity for the same period;</p> <p>(ii) within 15 working days from the end of the month of provision of services, an invoice for regularization of payment, drawn up based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 836L/18.08.2021 for September 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 212.647,05 - estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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>

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

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 from the date when the booking period ends.

(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 netted 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.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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;

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 provided for at letter a);

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.

(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.

ART. 24

If, upon TSO's request, the NU does not voluntarily surrender/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.

ART. 25

(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;

(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.
Payment terms and modalities	<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, and the commodity tariff, applicable in the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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') prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to 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;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 49L/22.09.2021 for October 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 260.669,90 - estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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>

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;

b) pays the transmission services in advance.

(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.

ART. 15

(1) The payment guarantee shall be submitted by the NU as:

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

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

c) an escrow account in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date.

(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.

ART. 16

(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.

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

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 from the date when the booking period ends.

(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 netted 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.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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

	<p>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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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, and the commodity tariff, applicable in the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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') prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to 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;</p>

	<p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 130L/20.10.2021 for November 2021
Contract scope	Provision of monthly transmission services related to NTS entry points
Contract value	lei 723.496,20 - estimated amount of the legal document 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 the fulfilment of 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 fulfilment 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p>

	<p>(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.</p> <p>(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.</p> <p>(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 from the date when the booking period ends.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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>

	<p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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:</p> <p>a) an invoice for the transmission services provided for the previous month;</p> <p>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;</p> <p>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.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send to the NU 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 prior to the start date of each month of services provision;</p> <p>ART. 7</p> <p>(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.</p> <p>(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.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 132L/20.10.2021 for November 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 759.644,33 - estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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 fulfilment 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>

(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.

ART. 16

(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.

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

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 from the date when the booking period ends.

(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 netted 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.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

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;

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 provided for at letter a);

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.

(2) If the due date or the day following the grace period expiration date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.

ART. 24

If, upon TSO's request, the NU does not voluntarily surrender/does not use the booked and not used capacity transfer facility, thus the mandatory capacity transfer being

	<p>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>
Payment terms and modalities	<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, and the commodity tariff, applicable in the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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') prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to 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;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 203L/17.11.2021 for December 2021
Contract scope	Provision of monthly transmission services related to NTS entry points
Contract value	lei 2.548.730,10 - estimated amount of the legal document 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 from the date when the booking period ends.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p>
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	<p>(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.</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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
Payment terms and modalities	<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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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:</p> <p>a) an invoice for the transmission services provided for the previous month;</p> <p>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;</p> <p>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.</p>

	<p>(6) If the NU choses to make an advance payment, the TSO shall issue and send to the NU, 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 prior to the start date of each month of services provision.</p> <p>ART. 7</p> <p>(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.</p> <p>(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.</p>
Contract Parties	Concluded between SNTGN Transgaz SA and S.N.G.N. ROMGAZ S.A
Contract date and type	Contract no. 204L/17.11.2021 for December 2021
Contract scope	Provision of monthly transmission services related to NTS exit points
Contract value	lei 1.464.174,43 - estimated amount 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 the fulfilment of the obligation under paragraph (1) of this article, 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 or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.</p> <p>ART. 18</p> <p>(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.</p>

	<p>(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.</p> <p>(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.</p> <p>(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 from the date when the booking period ends.</p> <p>(5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.</p> <p>(6) The advance payment/advance payment invoice shall be netted with the settlement invoice of the month for which the payment was made.</p> <p>(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.</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 provided for 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 date is a non-working day, the terms provided for at paragraph (1) shall be shifted accordingly.</p> <p>ART. 24</p> <p>If, upon TSO's request, the NU does not voluntarily surrender/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>
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Payment terms and modalities	<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, and the commodity tariff, applicable in the same period for the transmitted gas quantity established based on the final allocation.</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> <p>(3) The NU shall pay the transmission system operator additionally, as applicable, the tariffs established under the Network Code.</p> <p>(4) The tariffs referred to in paragraphs (1) and (2) are set out in Annex 1 to the Contract.</p> <p>(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') prepared based on the final allocation, as follows:</p> <p>a) an invoice for the transmission services provided for the previous month, prepared based on the final allocation;</p> <p>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;</p> <p>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 exit point.</p> <p>(6) If the NU chooses to make an advance payment, the TSO shall issue and send the NU:</p> <p>(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 prior to 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;</p> <p>(ii) within 15 working days from the end of the service provision month, an adjustment invoice, based on the final allocation.</p> <p>ART. 7</p> <p>(1) Invoices issued according to Art. 6 (5) and (6) point (ii) 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.</p> <p>(2) Invoices issued according to Art. 6 (6) point (i) shall be paid until the transmission service start date, according to the advance payment invoice issued in this respect.</p>
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Ion STERIAN
Director General