

No. 4317/21.01.2025

Submitted for approval within the OGMS to be held on 5/6 March 2025

Report
on the appointment of
ERNST& YOUNG ASSURANCE SERVICES SRL for the purpose of ensuring sustainability
reporting for the period 2024-2025

S.N.T.G.N. Transgaz S.A. has the obligation to ensure sustainability reporting, in accordance with the provisions of the Order of the Ministry of Public Finance No. 2844/2016 for the approval of the Accounting Regulations in line with the International Financial Reporting Standards.

By Government Emergency Ordinance no. 137/27.11.2024, published in the Official Journal of Romania, Part I, no. 1215 of 3 December 2024, the provisions of Law no. 162/2017 on the statutory audit of annual financial statements and consolidated annual financial statements amending normative acts were supplemented by inserting in Article 62 paragraph (1) " *The financial auditor or audit firm shall be appointed by the general meeting of the shareholders or associates of the audited entity. The statutory audit shall be carried out under a written statutory audit contract concluded after the date of the appointment of the financial auditor or audit firm by the general meeting of shareholders or associates of the audited entity*" paragraph (1[^]1) "the provisions of paragraph (1) shall also apply to the appointment of the financial auditor or audit firm for the purpose of ensuring sustainability reporting"

The financial auditor or the audit firm appointed by the general meeting of shareholders expresses an opinion based on a limited assurance engagement as to whether the sustainability reporting complies with applicable requirements, including whether the sustainability reporting complies with the sustainability reporting standards adopted by the European Commission pursuant to Article 29b or 29c of Directive 2013/34/EU as supplemented by Directive (EU) 2022/2. 464, the process carried out by the entity to identify the information reported under the relevant sustainability reporting standards and

compliance with the requirement to mark sustainability reporting in accordance with Art. 29d of Directive 2013/34/EU as supplemented by Directive (EU) 2022/2.464, and in relation to compliance with the reporting requirements provided for in Art. 8 of Regulation (EU) 2020/852;

PROPOSAL

In accordance with the provisions of art. 15, para. 3, letter k of the updated Articles of Incorporation of SNTGN Transgaz S.A., we submit for the approval of the Ordinary General Meeting of Shareholders the appointment of ERNST&YOUNG ASSURANCE SERVICES SRL for the purpose of ensuring sustainability reporting, the conclusion of the contract for the provision of the relevant service for the years 2024, 2025 and the empowerment of the Director General of SNTGN Transgaz SA to sign the contract.

Legal grounds for mandatory audit/assurance of sustainability reporting:

- Order of the Minister of Public Finance No. 2844/2016 as amended and supplemented, which contemplates that the statutory auditor or audit firm *"expresses an opinion based on a limited assurance engagement as to whether sustainability reporting complies with applicable requirements, including whether sustainability reporting complies with the sustainability reporting standards adopted by the European Commission pursuant to Article 29b or 29c of Directive 2013/34/EU as supplemented by Directive (EU) 2022/2.464, the process carried out by the entity to identify the information reported under the relevant sustainability reporting standards and compliance with the requirement to mark sustainability reporting in accordance with Art. 29d of Directive 2013/34/EU as supplemented by Directive (EU) 2022/2.464, and as regards compliance with the reporting requirements provided for in Art. 8 of Regulation (EU) 2020/852"*.
- Government Emergency Ordinance no. 137/27.11.2024, published in the Official Monitor of Romania, Part I, no. 1215 of 3 December 2024, which supplemented the provisions of Law no. 162/2017 on the statutory audit of annual financial statements and consolidated annual financial statements and amending some normative acts, by introducing in Article 62, paragraph (1), *"The financial auditor or audit firm shall be appointed by the general meeting of the shareholders or associates of the audited entity. The statutory audit shall be carried out on under a written statutory audit contract concluded after the date of the appointment of the financial auditor or audit firm by the general meeting of the shareholders or associates of the audited entity"* paragraph (1[^]1) *"The provisions of paragraph (1[^]1) shall apply to the statutory audit of the audited entity. (1) shall also apply in the case of appointment of the financial auditor or audit firm for the purpose of ensuring sustainability reporting."*

In carrying out the procurement procedure for the award of the sectoral procurement contract for *Financial Audit Services*, the procedures performed by the auditor on the non-financial statement and sustainability report prepared in accordance with the requirements of Order no. 2844 of 12.12.2016

for the approval of the Accounting Regulations in line with International Financial Reporting Standards were taken into account.

Subsequently, the sustainability reporting requirements as well as the standards governing sustainability reporting changed with respect to the review of CSRD reporting, requiring the auditor or audit firm to express an opinion based on a limited assurance engagement as to whether the sustainability reporting complies with applicable requirements, including whether the sustainability reporting complies with the sustainability reporting standards adopted by the European Commission pursuant to Art. 29b or Art. 29c of Directive 2013/34/EU as supplemented by Directive (EU) 2022/2.464, the process carried out by the entity to identify the information reported under the relevant sustainability reporting standards and compliance with the requirement to mark sustainability reporting in accordance with Art. 29d of Directive 2013/34/EU as supplemented by Directive (EU) 2022/2.464, and as regards compliance with the reporting requirements provided for in Art. 8 of Regulation (EU) 2020/852.

The value of sustainability reporting services amounts to Lei 274.150 for 2024 and Lei 216.350 for 2025.

Therefore, we submit for the approval of the Ordinary General Meeting of the Shareholders of S.N.T.G.N. Transgaz S.A. the appointment of ERNST& YOUNG ASSURANCE SERVICES SRL for the purpose of ensuring the sustainability reporting, the conclusion of the contract for the provision of the service for the period 2024-2025 and the empowerment of the Director General of SNTGN Transgaz SA to sign the contract.

Annex: draft Addendum- Sectoral Service Contract No. 427/28.06.2024

The Audit Committee:

Minea Nicolae – Chairman of the Committee

Văduva Petru Ion

Hanza Adina - Lăcrimioara

**ADDENDUM NO. 1 TO SECTORAL SERVICE CONTRACT
No. 427 of 28.06.2024**

The National Gas Transmission Company TRANSGAZ S.A., headquartered in Mediaş, 1 Constantin I. Moţaş Square, tel.: 0269-803333, fax: 0269-839029, e-mail: cabinet@transgaz.ro , registered with the Trade Registry Office under no. J32/301/2000, tax number RO13068733, IBAN RO 09 RNCB 0231 0195 2531 0001, opened with B.C.R. Mediaş, represented by Mr **ION STERIAN**, Director -General, as the **Purchaser**

and

- **The Association, according to Partnership Agreement No. fn /14.03.2024 consisting of:**

The Leader of the Association, **ERNST & YOUNG ASSURANCE SERVICES SRL**, headquartered in 15-17 Ion Mihalache Blvd, Bucharest Tower Center, 21 floor, registration number J40/5964/1999, tax number RO11909783, account no. RO79CITI0000000799394006, opened with CITIBANK EUROPE plo.Dublin - the Romania Branch, represented by Ms **VERONA COJOCARU, Audit Partener,**

The Associate **FOREIGN CAPITAL ENTERPRISE ERNST AND YOUNG S.R.L.**, headquartered in 51 Alexandru cel Bun Street, Chişinău, Moldova, fiscal code 1003600024202, VAT number 0207175, account no. **OTP BANK S.A.** Fiscal Code / 1002600006089, SWIFT MOBBMD22, Corporate Branch ERNST AND YOUNG I.C.S. S.R.L., Address CHISINAU, 81A STEFAN CEL MARE SI SFÂNT, Adviser OTP BANK S.A., IBAN EUR: MD53MO2224ASV57437267100, IBAN USD: MD41MO2224ASV57437507100, IBAN MDLMD66MO2224ASV57437007100, represented by Ms **VERONA COJOCARU, Audit Partener,**

as the **Provider**, on the other hand,
collectively referred to as the "**Parties**",

According to Art. 1.1, 4.1, 4.1, 10.1 and 14 of the contract corroborated with Art. 240 (2) and (3) and Art. 241 of Law 99/2016 on sectoral procurement, as amended, agree to amend Sectoral Service Contract No. 427/28.06.2024, as follows:

Art. I The Contract Parties shall be the following:

The National Gas Transmission Company TRANSGAZ S.A., headquartered in Mediaş, 1 Constantin I. Moţaş Square, tel.: 0269-803333, fax: 0269-839029, e-mail: cabinet@transgaz.ro, registered with the Trade Registry Office under no. J32/301/2000, tax number RO13068733, IBAN RO 09 RNCB 0231 0195 2531 0001, opened with B.C.R. Mediaş, represented by Mr **ION STERIAN**, Director -General, as the **Purchaser**

and

Eurotransgaz S.R.L., headquartered in the Republic of Moldova, 7/E Balcani Road, outside the built-up area, village Ghidighici, Chişinău, registered with the State Enterprise State Registration Chamber under no. 1017600052071, VAT no. 0508229, IBAN MD13RN00000000225130149, opened with BCR Chişinău S.A., Puskin Branch no. 2, dully represented by the administrators **Vasilica Grăjdan, Marius Lupean and Marius Stoica**, as the **Beneficiary**

and

Vestmoldtrasgaz S.R.L., headquartered in the Republic of Moldova, 7/E Balcani Road, outside the built-up area, village Ghidighici, Chişinău, registered with the State Enterprise State Registration Chamber under no. 1014600024244, VAT no 0508288, IBAN MD07RN00000000225140151, opered with BCR Chişinău S.A., Puskin Branch no. 2, dully represented by the administrator **Liviu Duminică**, as the **Beneficiary**

and

- **The Association, according to Partnership Agreement No. fn /14.03.2024 consisting of:**

The Leader of the Association, **ERNST & YOUNG ASSURANCE SERVICES SRL**, headquartered in 15-17 Ion Mihalache Blvd, Bucharest Tower Center, 21 floor, registration number J40/5964/1999, tax number RO11909783, account no. RO79CITI0000000799394006, opened with CITIBANK EUROPE plo.Dublin - the Romania Branch, represented by Ms **VERONA COJOCARU, Audit Partener,**

The Associate **FOREIGN CAPITAL ENTERPRISE ERNST AND YOUNG S.R.L.**, headquartered in 51 Alexandru cel Bun Street, Chişinău, Moldova, fiscal code 1003600024202, VAT number 0207175, account no. **OTP BANK S.A.** Fiscal Code / 1002600006089, SWIFT MOBBMD22, Corporate Branch ERNST AND YOUNG I.C.S. S.R.L., Address CHISINAU, 81A STEFAN CEL MARE SI SFÂNT, Adviser OTP BANK S.A., IBAN EUR: MD53MO2224ASV57437267100, IBAN USD: MD41MO2224ASV57437507100, IBAN MDLMD66MO2224ASV57437007100, represented by Ms **VERONA COJOCARU, Audit Partener,**

as the **Provider.**

Art. II Art. 2.1, 2.2., Art. 4 – Art. 4.3.1.3, Art. 4.3.2.2., Art. 4.3.3.3., Art. 4.3.1.7. shall be amended as follows:

(i) The services referred to in Article 4 "Execution of the Contract" paragraphs 4.3.1.3, 4.3.2.2 and 4.3.3.3.3, exclude the services of limited review of the interim separate financial statements and interim consolidated financial statements as at 30 June 2024, in accordance with International Standard on Limited Review 2410.

(ii) Article 4 "Execution of the Contract", paragraph 4.3.1.7, shall be amended starting from financial year ended 31 December 2024, as well as the reporting requirements thereon;

(iii) The price of the contract referred to in Art. 2.1 and Art. 2.2 shall be amended from 2,295,000 lei to 2,520,000 lei, as a result of the modification of the price for the services for SNTGN TRANSGAZ SA from 1,680,000 lei to 1,983,000 lei, EUROTRANSGAZ SRL from 225,000 lei to 183,000 lei, and VESTMOLDTRANSGAZ SRL from 390,000 lei to 354,000 lei, as follows:

a) For S.N.T.G.N. TRANSGAZ S.A.

	Service/fees	Total procurement value	2024	2025	2026
1	Statutory audit services 2024-2026	1,215,000.00	486,000.00	364,500.00	364,500.00
2	Audit services for the reporting of financial statements in the European Single Electronic Format (ESEF) 2024-2026				
3	Limited review services of the interim consolidated and separate financial statements prepared in accordance with International Standard on Review Engagements 2410, for the six-month periods ended 30 June 2025 and 30 June 2026	82,500.00		41,250.00	41,250.00
4	Supplementary audit report 2024-2026	30,000.00	10,000.00	10,000.00	10,000.00
5	Statutory audit services for transactions reported under Art. 225 of Law 297/2004	60,000.00	20,000.00	20,000.00	20,000.00
6	Audit of financing contracts 2024-2026	75,000.00	25,000.00	25,000.00	25,000.00
7	Audit services on the sustainability report as at 31 December 2024, 31 December 2025	490,500.00	274,150.00	216,350.00	-
8	Remuneration Report 2024-2026	30,000.00	10,000.00	10,000.00	10,000.00
	Total	1,983,000.00	825,150.00	687,100.00	470,750.00

b) For EUROTRANSGAZ S.R.L.

ETG	Service/fees	Total procurement value	2024	2025	2026
1	Statutory audit services 2024-2026	120,000.00	48,000.00	36,000.00	36,000.00
2	Limited review services of the financial statements for the six months ended 30 June 2025 and the six months ended 30 June 2026	63,000.00		31,500.00	31,500.00
	Total	183,000.00	48,000.00	67,500.00	67,500.00

c) For VESTMOLDTRANSGAZ S.R.L.

VMTG	Service/fees	Total procurement value	2024	2025	2026
1	Statutory Audit Services 2024-2026	90,000.00	36,000.00	27,000.00	27,000.00
2	Audit services according to the legislation of the Republic of Moldova 2024-2026	210,000.00	84,000.00	63,000.00	63,000.00
3	Limited review of the financial statements for the six months ended 30 June 2025 and the six months ended 30 June 2026	54,000.00		27,000.00	27,000.00
	Total	354,000.00	120,000.00	117,000.00	117,000.00

	Total contract value	2,520,000.00	993,150.00	871,600.00	655,250.00
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Art. III. Article 6 Payment modalities shall be amended as follows:

6.2 The invoices shall be paid by the Purchaser or by the Beneficiaries, as the case may be, within

30 days from their registration at the Purchaser's or Beneficiary's headquarters, as the case may be.

6.3. Invoices for the services provided to the **Purchaser** and to the **Beneficiaries**, for the engagements and for the amounts indicated in Art. 2.2, shall be issued by **ERNST & YOUNG ASSURANCE SERVICES SRL** to the **Purchaser and** each **Beneficiary** separately, as the case may be.

6.4. (1) The Purchaser shall pay for the services referred to in Article II (iii), (a) of this Addendum.

(2) The Beneficiary **Eurotransgaz S.R.L.** shall pay for the services referred to in Article II (iii) (b) of this Addendum.

(3) The Beneficiary **Vestmoldtransgaz S.R.L.** shall pay for the services referred to in Article II (iii) (c) of this Addendum.

Art. IV. The amount indicated in Art. 8.1 Performance guarantee shall be amended as follows:

The amount of the contract performance guarantee shall be updated up to the amount of 10% of the contract value, VAT excluded, i.e. **252,000 lei**.

The other provisions of Contract No. 427 of 28.06.2024 shall remain unchanged.

Annex A is part of this Addendum.

The Parties have agreed to conclude this Addendum in 4 (four) counterparts today,

PURCHASER

S.N.T.G.N. TRANSGAZ S.A.

ION STERIAN

DIRECTOR - GENERAL

CHIEF FINANCIAL OFFICER

Marius Lupean

LEGAL DIVISION

Iancu Cristina, Director

SECTORAL PROCUREMENT AND CONTRACTING DIVISION

Avram Bogdan Luca, Director

ACCOUNTING UNIT

Cătălin Zeti, Director

BENEFICIARIES

EUROTRANSGAZ S.R.L.

ADMINISTRATOR

Vasilica Grăjdan

VESTMOLDTRANSGAZ S.R.L.

ADMINISTRATOR

Liviu Duminiță

PROVIDER

Association **ERNST& YOUNG ASSURANCE**

SERVICES SRL, Leader - FOREIGN CAPITAL

ENTERPRISE ERNST& YOUNG SRL,

Audit Partener, by **VERONA COJOCARU**,



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Ernst & Young Assurance Services SRL
Bucharest Tower Center Building, 21st Floor
15-17 Ion Mihalache Blvd., District 1
011171 Bucharest, Romania

Tel: +40 21 402 4000
Fax: +40 21 310 7193
office@ro.ey.com
ey.com

Annex A Letter on Work Specifications

This Letter on Work Specifications (hereinafter "SSL") is drawn up by Ernst & Young Assurance Services S.R.L. ("we" or "EY") and Societatea Națională de Transport Gaze Naturale TRANSGAZ SA ("you" or "Client" or "Company"), as an Annex to the Supplementary Deed No. 1 to the Sector Services Contract No. 427 dated 28.06.2024, on services to the Sustainability Services ("Services" or "Engagement").

Where the Services are subject to the pre-approval and/or pre-competition requirements of the Audit Committee under Regulation 537/2014 and Code IESBA, you hereby confirm that you have obtained the pre-approval of the Audit Committee for such Services. If applicable, this SSL will not become effective until (1) approval of the Audit Committee (or the approval of those charged with governance if there is no Audit Committee) or (2) full execution of the SSL.

Unless otherwise provided in this SSL, this SSL incorporates by reference and is deemed to be part of Amendment No. 1. The additional terms and conditions of this SSL apply only to the Services covered by this SSL and not to the Services covered by any other job specification letter under Amendment no. 1. Capitalized terms used, but not otherwise defined, in this SSL shall have the meanings in the Amendment no. 1, or applicable professional standards, and references in Amendment no. 1 to "you" or "Customer" shall be deemed references to you.

Scope and limitations of our services and our responsibilities

We will meet our commitment to obtain limited assurance as to whether the English language version and the Romanian language version of the Sustainability Report ("Object", "Report"), for the year ended 31.12.2024, is presented in accordance with the CSRD (Company Sustainability Reporting Directive) / ESRs (European Sustainability Reporting Standards) and the Taxonomy Regulation (EU) 2020/852 and related applicable delegated acts (the "Criteria"), in all material respects and issue a written report setting out our conclusion.

We will conduct our engagement in accordance with the International Standards on Assurance Engagements (ISAE) 3000 (Revised), other than audits or reviews of historical financial information ("ISAE 3000 (Revised)") issued by the International Auditing and Assurance Standards Board (IAASB). These standards require us to be independent and fulfill our other ethical responsibilities that are relevant to the engagement.

A limited assurance engagement consists principally of performing analytical procedures, conducting interviews with persons responsible for the Object, obtaining an understanding of the data management systems and processes used to generate, aggregate and report the Object, and performing such other procedures as we consider necessary in the circumstances.

The objective of our engagement is to obtain limited assurance as to whether the Subject, as measured or assessed against the Criteria, is free from material misstatement. Material Misstatements: Misstatements that individually or collectively could have a significant quantitative or qualitative effect on the sustainability report.

As part of a limited assurance engagement in accordance with ISAE 3000 (revised), we exercise professional judgment and maintain professional skepticism throughout the limited assurance engagement. We also identify areas where significant misrepresentation of Subject matter information is likely to occur and design and perform procedures to address these risks to provide a basis for our conclusion.

There are inherent limitations in a limited assurance engagement performed in accordance with ISAE 3000 (Revised), including, for example, the use of judgment and selective testing of data and the possibility that collusion, falsification, intentional omissions, intentional misstatements, misrepresentations or override of internal control could prevent detection of material misstatement, fraud or noncompliance with laws or regulations. Accordingly, there is some risk that a material misstatement of the Object could remain undetected. The undertaking is also not designed to detect fraud or error that is immaterial to the Object.



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A limited assurance engagement in accordance with ISAE 3000 (Revised) does not consider the testing of internal controls, the assessment of control risk, or other procedures typically performed during a reasonable assurance engagement (e.g., assessing the risk of fraud; testing company records by obtaining sufficient appropriate evidence through inspection, observation, confirmation, or review of source documents). A limited assurance engagement is substantially less in scope than a reasonable assurance engagement, the objective of which is to obtain reasonable assurance as to whether the Object is presented in accordance with the Criteria in all material respects in order to express an opinion. Certain matters may not be identified during a limited assurance engagement that may be identified during a reasonable assurance engagement, accordingly, we will not provide a reasonable assurance opinion as part of this engagement.

In accordance with ISAE 3000 (revised), we will communicate certain legal aspects of the conduct and results of the review to those charged with the governance, and in certain circumstances, to others. Such matters include:

- When you limit the information available on the basis of this document (based on claims of attorney/client privilege, work product doctrine, or otherwise), we will communicate with those charged with the governance issues that involve such cases.
- When we become aware of identified or suspected noncompliance with laws and regulations, including fraud, we will bring these matters to the attention of the appropriate level of management. We will communicate with those charged with the governance issues involving noncompliance with laws and regulations, including fraud, that come to our attention unless they are clearly inconsequential. However, we will not communicate matters of noncompliance, including fraud, to the extent we are prohibited by law or regulation.
- We will also notify the audit partner in charge of the audit of identified or suspected non-compliance with the law or regulations.

We will provide you with regular progress updates and, at your request, we will meet with you periodically to review our results.

We will provide you with a written report in which we conclude that, on the basis of the procedures performed and the evidence obtained, we are not aware of any significant changes that would need to be made to the Subject Matter in order for it to comply with the Criteria. Within the scope of our engagement, we may note opportunities to enhance reporting processes and/or controls on your transactions, which we will communicate to you separately, whether orally or in writing.

We will perform an audit, review or examination of any financial statements or potential financial information of the entity in accordance with ISAE 3000 (revised) or any other applicable professional standards in accordance with this SSL.

None of the Services or any Reports, advice, recommendations, presentations or other communications that we give to you shall constitute any legal opinion or advice.

We will not identify, address or correct any errors or defects in your computer systems, other devices or components thereof ("Systems"), whether or not due to inaccurate or ambiguous data entry, storage, interpretation or processing or reporting. We shall not be responsible or liable for any defect or problem that arises out of or in connection with the processing of data in any System.

The deliverables/expected outputs of the assurance process are:

- Limited assurance report (English / Romanian) according to ISAE 3000;
- Report with recommendations on areas to focus on in the future reports.

Your specific obligations

Our commitment will be made on the basis that client management and, where appropriate, those charged with the governance, recognize and understand that they have the responsibility:

- For the correct preparation and presentation of the Subject Matter in accordance with the Criteria
- For selecting the Criteria and determining that the Criteria are appropriate and will be available to the users of our Report
- For an internal control framework and other procedures and processes that management determines are necessary to enable the Subject Matter to be prepared in accordance with the Standards without material misstatement, whether due to fraud or error; and



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- To provide us: (1) access, in a timely manner, to all information known to the management that is relevant to the preparation of the Subject Matter, such as records, documentation and other matters (it being understood that such access must be granted without the use of technological access restrictions to enable us to comply with our professional obligations involving the documentation of our procedures) (2) additional information that we may request from management for the purpose of the engagement; (3) unrestricted access to persons within the entity from whom we believe it is necessary to obtain relevant evidence; and (4) reports prepared by the internal audit function relevant to the Subject Matter.

Management's failure to provide us with the above information or access to individuals within the entity (and your affiliates) may cause us to delay our reports, change our procedures, or even terminate our engagement. You understand that you must provide us with a letter of representation at the conclusion of the engagement.

The management is also responsible for correcting the Subject Matter to correct the misrepresentations identified by us and for representing to us in its representation letter that it believes that the effects of any uncorrected misrepresentations are immaterial, individually and in the aggregate, to the Subject Matter.

The management is responsible, with the oversight of those charged with governance, for determining whether the entity's business activities are conducted in compliance with laws and regulations. It is also the responsibility of management and those charged with governance to identify and address any non-compliance with applicable laws or regulations.

The Management is responsible for disclosing to us in a timely manner, to the extent that management or those charged with governance are aware, all identified or suspected instances of violations of laws and regulations that involve irregularities and/or have a direct effect on the determination of significant amounts and disclosures included in the Object.

Management must disclose the above, regardless of the source or form in which the identified or suspected instances of noncompliance were discovered or communicated to them (including, but not limited to, instances identified by "whistleblowers," employees, former employees, analysts, regulators or others) and provide us with full access to the information and any related internal investigations. Such instances include manipulation of the Object by management or employees, willful circumvention of internal controls, willful misleading of EY, or other identified or suspected violations of law or regulation, including fraud that could result in a misrepresentation of the Object.

If the Company limits the information available to us in any way (based on the Company's claims of attorney/client privilege, work product doctrine, or otherwise), the Company will immediately notify us that certain information is being withheld from us. Any such withholding of information could be deemed a restriction on the scope of the Services and may prevent us from concluding on the Object or management's assertion with respect thereto; alter the form of the Report we may issue; or otherwise affect our ability to continue the engagement. We will disclose any such withholding of information to those charged with governance.

We will ask the management specific questions on the Object. At the conclusion of the engagement, we will also obtain written representations from management regarding these and the following management matters:

- It has fulfilled its responsibility for the preparation and fair presentation of the Object in accordance with the Criteria

- It has provided us with all relevant information and access as required by this SSL. The answers to these questions, the written representations and the results of our procedures embody the evidence on which we will rely in reaching a conclusion regarding the Object and/or the assertions made by management.

You will discuss with us any matter which, in your opinion, may have a bearing on EY's independence.

Please note that, as members of management, you are responsible for complying with the Romanian legislation on sustainability reporting. Furthermore, you are responsible for establishing and maintaining effective internal control over compliance with Romanian sustainability reporting legislation.

We allow the disclosure of our limited insurance report, in full only, without assuming or accepting any responsibility or liability to any other party. Our limited assurance report must not be referred to in whole or in part in any other document and must not be made available to or copied by any other party. Under no circumstances without our explicit permission, which will not be unjustifiably withheld.



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Without our prior written consent, and you will not permit others, to quote or refer to the Reports, any part, excerpt, summary or synopsis thereof, or to EY or any other EY firm, in any document filed or distributed in connection with (i) a purchase or sale of real estate securities to which Law No. 297/2004 and Law No. 24/2017 on the Capital Market ("Securities Laws") apply, or (ii) periodic reporting obligations under the Securities Laws. You shall not claim that any provision of the Securities Laws would invalidate any provision of this Addendum No. 1.

Your attention is therefore drawn to the reservations set out in paragraph [7] of the Terms and Conditions of the SSL Agreement, as well as to your management responsibilities under paragraph [7] and your representation, at the date of this document, in accordance with paragraph [40] thereof. We also require the prior approval of the Audit Committee or the prior approval of those charged with governance if there is no Audit Committee for these services, as the case may be

Other terms and conditions

Without prejudice to any other provisions contained in the present Additional Terms and Conditions or in this SSL, we assume no responsibility or liability for the products, programs or services of third parties, their performance or their relationship with your specifications or in any way.

Except to the extent prohibited by applicable law, we may provide customer information to other EY firms, EY individuals and outside third parties, who may collect, use, transfer, store or process information in any manner as may be necessary in different jurisdictions in which we make our services available to provide support services to any EY member firm and/or to assist in the provision of services.

After the Services are completed in accordance with this SSL, we may disclose or present to potential customers, or otherwise in our marketing materials, that we have performed Services for you. And we may use your information solely for these purposes in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

In witness whereof, the parties have executed this SSL as of the date mentioned above.

Verona Cojocaru
Partner
For and on behalf of Ernst & Young Assurance Services
S.R.L.

Ion Sterian
Director General
For and on behalf of Societatea Națională de Transport Gaze Naturale
TRANSGAZ SA

CFO
Lupean Marius

Legal Department
Director, Iancu Cristina

Sectoral Procurement and Contracting
Department
Director, Luca Avram Bogdan

Accounting Department
Director, Zeti Cătălin