

CURRENT REPORT

According to the provisions of Art. 108 of Law 24/2017 on issuers of financial instruments and market operations and Art. 234, point i) of FSA Regulation no. 5/2018 on issuers of financial instruments and market operations

Report date: **01.11.2024**

Name of issuing entity: SNTGN TRANSGAZ SA MEDIAȘ

Headquarters: Mediaș, 1 Constantin I. Motaș Square, Sibiu County

Telephone/fax: 0269803333/0269839029

Tax number: RO 13068733

Trade Register number: J32/301/2000

Subscribed and paid-up capital: **1.883.815.040 RON**

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

EVENTS TO BE REPORTED: Transactions of the type listed in Art. 108 of Law no. 24/2017 and Art. 234 letter i) of FSA Regulation no. 5/2018

The National Gas Transmission Company Transgaz SA notifies shareholders and investors of the conclusion/performance during January – October 2024 of transactions with SNGN Romgaz SA the cumulated value of which exceeds the threshold of 5% of Transgaz' net assets according to the individual financial statements as at 30 June 2024 as well as 10% of the net turnover related to the last annual financial statements, wherefore, in accordance with the provisions of Article 108 of Law 24/2017 as amended and with the provisions of Article 234 letter i) of FSA Regulation no. 5/2018, Transgaz has the obligation to report the value of such transactions.

Details of these transactions, containing information about the date of conclusion, the nature of the transaction, the description of the subject matter, the amount of the transaction, the expiry date, the reciprocal claims and liabilities, the securities provided, the stipulated penalties, the terms and conditions of payment are provided for below in Annex 1.

Annex no. 1

Tag no.	SNGN Romgaz SA – Contracting party	Contract Scope	Estimated value (LEI)	Achieved value (LEI,VAT included)
1.	Contract no. 152T/13.02.2024 (period 1 April 2024 - 1 July 2024)	Provision of natural gas transmission services for the quarterly capacity product related to the NTS exit points	-	17.463,75
2.	Contract no. 28Z/29.02.2024 (period 1 March 2024 – 1 October 2024)	Provision of natural gas transmission services for the daily capacity product related to the NTS exit points	-	401,93
3.	Contract no. 30/26.08.2024 (period 1 October 2024 – 1 October 2025)	Provision of natural gas transmission services for the annual capacity product related to the NTS entry points	276.478.912,10	-
4.	Contract no. 35T/26.08.2024 (period 1 October 2024 – 1 January 2025)	Provision of natural gas transmission services for the quarterly capacity product related to the NTS entry points	695.471,70	-
5.	Contract no. 36T/26.08.2024 (period 1 October 2024 – 1 January 2025)	Provision of natural gas transmission services for the quarterly capacity product related to the NTS exit points	266.093,90	-
6.	Contract no. 458L/17.01.2024 (period 1 februarie 2024 – 1 March 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	-	792.369,60
7.	Contract no. 459L/17.01.2024 (period 1 februarie 2024 – 1 March 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS entry points	-	1.367.474,28
8.	Contract no. 532L/21.02.2024 (period 1 March 2024 – 1 April 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS entry points	-	1.379.539,14
9.	Contract no. 533L/21.02.2024 (period 1 March 2024 – 1 April 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	-	645.125,29
10.	Contract no. 53L/18.09.2024 (period 1 October 2024 – 1 November 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS entry points	2.482.505,17	-

Tag no.	SNGN Romgaz SA – Contracting party	Contract Scope	Estimated value (LEI)	Achieved value (LEI,VAT included)
11.	Contract no. 54L/18.09.2024 (period 1 October 2024 – 1 November 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	2.543.644,82	-
12.	Contract no. 609L/20.03.2024 (period 1 April 2024 – 1 May 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS entry points	-	797.905,71
13.	Contract no. 610L/20.03.2024 (period 1 April 2024 – 1 May 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	-	460.548,75
14.	Contract no. 682L/17.04.2024 (period 1 May 2024 - 1 June 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	-	693.725,91
15.	Contract no. 751L/22.05.2024 (period 1 June 2024 - 1 July 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	-	609.571,94
16.	Contract no. 803L/19.06.2024 (period 1 July 2024 - 1 August 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	-	4.027,00
17.	Contract no. 82/26.08.2024 (period 1 October 2024 – 1 October 2025)	Provision of natural gas transmission services for the annual capacity product related to the NTS exit points	9.028.865,16	-
18.	Contract no. 854L/17.07.2024 (period 1 August 2024 - 1 September 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS entry points	-	194.860,36
19.	Contract no. 855L/17.07.2024 (period 1 August 2024 - 1 September 2024)	Provision of natural gas transmission services for the monthly capacity product related to the NTS exit points	-	398.116,71
20.	Contract no. 48-RBP/30.12.2021 (period 3 January 2022 - 1 October 2037)	Provision of natural gas transmission services at the points of interconnection between the Romanian NTS and the natural gas transmission systems of countries neighboring Romania, in accordance with the provisions of the interconnection agreements.	-	3.484.120,81

Tag no.	SNGN Romgaz SA – Contracting party	Contract Scope	Estimated value (LEI)	Achieved value (LEI,VAT included)
21.	Contract no. 194T/14.05.2024 (period 1 July 2024 – 1 October 2024)	Provision of natural gas transmission services for the quarterly capacity product related to the exit points of the NTS	-	370.991,91
22.	Contract no. 891L/21.08.2024 (period 1 September 2024 - 1 October 2024)	Provision of natural gas transmission services for the monthly capacity product of entry points into the NTS	-	586.890,15
23.	Contract no. 892L/21.08.2024 (period 1 September 2024 - 1 October 2024)	Provision of natural gas transmission services for the monthly capacity product of the exit points out of the NTS	-	3.128,12
24.	Contract 1535/08.04.2024 (period 1 April 2024 - 31 March 2025)	The provision of underground natural gas storage services, meaning all activities and operations carried out by the Provider for or in connection with the booking of storage capacity in underground storage facilities.	6.902.801,69	-
25.	Contract OR1/11.04.2024 (period 1 April 2024 - 31 March 2025)	Sale-purchase of natural gas from the current domestic production of SNGN Romgaz SA for the technological consumption of SNTGN Transgaz SA.	36.000.000,00	-
26.	Contract 1506/28.03.2024 (period 1 April 2024 - 31 March 2025)	The provision of underground natural gas storage services, meaning all activities and operations carried out by the Provider for or in connection with the booking of storage capacity in underground storage facilities.	6.942.551,56	-
TOTAL			341.340.846,10	11.806.261,36

Mutual claims and debts at 01.11.2024 : 4.789.143,83 lei

**GUARANTEES ESTABLISHED, STIPULATED PENALTIES FOR:
Contracts for the provision of natural gas transmission services:**

ART. 14

(1) In order to fulfill the contractual obligations, each party shall provide the other party with a guarantee in accordance with the provisions of the Network Code.

(2) In order to fulfill the obligation set out in paragraph. (1), the TSO shall provide evidence of the credit rating.

(3) The NU shall be exempted from the obligation to establish the financial guarantee of payment in favor of the TSO if:

- a. provide proof of a credit rating, issued by one of the rating agencies approved by the TSO or at least at the same level as the one granted to the TSO, valid for the duration of this contract;
- b. pays the cost of transmission services in advance.

(4) In the event that, during the term of this contract, either the rating level granted to the NU or the agency approved by the TSO changes, the NU is obliged to notify the TSO within 3 working days of the occurrence of the change and to provide evidence of fulfillment of the obligations regarding the guarantees contained in this Chapter within a maximum of 5 working days from the date of the change.

ART. 15

(1) The financial payment guarantee is presented by the NU in the form of:

- a. a letter of bank guarantee in lei or the equivalent in euro at the European Central Bank's exchange rate on the day the guarantee is issued (according to the model set out in Annex no. 4)); and/or
- b. a guaranteed account (collateral deposit) in lei or the equivalent in euro at the European Central Bank's exchange rate on the day the guarantee is issued; and/or
- c. escrow account in lei or the equivalent in euro at the European Central Bank exchange rate on the day the guarantee is issued.

(2) The TSO accepts a letter of bank guarantee issued by a bank that is rated by one of the rating agencies: Standard&Poors, Moody's or Fitch, at least "investment grade". The equivalence between the rating levels granted by the three agencies is published on the TSO's website.

ART. 16

(1) If the NU proves its creditworthiness according to Art. 14 para. (3) letter a), the TSO may require, in certain justified cases, the provision of a financial guarantee for payment in accordance with the provisions of Article 15 or advance payment of payment obligations arising from the commercial relationship with the NU. The requirements for a guarantee or advance payment shall be requested and explained to the NU in writing.

(2) For transmission services, it is considered a justified case if the NU is in arrears for an amount of at least 10% of the amount of the last invoice or the amount of partial payment obligations, after having received a notification from the TSO.

B. Annual and quarterly product

ART. 17

(1) The NU is obliged to submit to the TSO the financial guarantee of payment in the amount provided for in para. (2), at least 5 working days before the beginning of the period of provision of the transmission service.

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

(3) The financial payment guarantee established in accordance with paragraph. (2) shall be valid from the banking day preceding the date of commencement of the transmission service and shall cease to be valid on the 60th calendar day following the termination of the contract by its expiry.

(4) The NU may waive the option to establish a guarantee for the provision of the transmission service by making advance payments. In this regard, the NU shall declare the option of advance payment to the TSO in writing no later than 7 working days after the end of the capacity booking period.

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

(6) Advance payment/Advance invoice is offset against the settlement invoice of the month for which the payment was made.

(7) Where that advance payment does not cover the amount of the settlement invoice for that month, the difference shall be paid by the NU on the due date of the invoice.

(8) The NU may waive the option of advance payment, subject to the establishment of a financial guarantee for payment in accordance with Article 14(1)(b). (3) or Article 15.

C. Monthly product

ART. 18

(1) The NU has the obligation to submit to the TSO the financial guarantee of payment in the amount provided for in para. (2), at least 3 working days before the beginning of the period of provision of the transmission service.

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

(3) The financial payment guarantee established in accordance with paragraph. (2) shall be valid from the banking day preceding the date of commencement of the transmission service and shall cease to be valid on the 60th calendar day following the termination of the contract by its expiry.

(4) The NU may waive the option to provide a guarantee for the provision of the transmission service by making advance payments. In this regard, the NU shall declare the option of advance payment to the TSO, in writing, no later than two working days after the end of the capacity booking period.

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

(6) The advance payment/Advance Invoice shall be offset against the settlement invoice of the month for which the payment was made.

(7) If the said advance payment does not cover the amount of the settlement invoice of that month, the difference shall be paid by the NU on the due date of the invoice.

D. Daily product

ART. 19

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

ART. 20

(1) The payment guarantee issued in accordance with Article 17 para. (1) shall be valid from the banking day preceding the date on which the transmission service commences and shall cease to be valid on the 60th calendar day following the termination of the contract by its expiry.

(2) If the level of the financial payment guarantee:

- a. falls by more than 5% below the level specified in Article 17 para. (2), the NU is obliged to supplement the level of the financial guarantee accordingly;
- b. is more than 5% above the level specified in Article 17 para. (2), the TSO shall be obliged to refund the NU the difference between the actual level of the guarantee and the level specified in Art. 17 para. (2).

(3) The level of the payment guarantee shall be adjusted within a maximum of 5 working days from the date on which the reduction/increase compared to the level set in accordance with Article 17(1) is recorded.

(2).

(4) The TSO shall have the right to issue claims on the guarantee provided for in this Article up to the amount of the damage created if the NU fails to fulfill its contractual obligations in full or in part or does so late.

(5) Prior to issuing a claim on the guarantee, the TSO is obliged to notify the NU, specifying the obligations that have not been fulfilled.

(6) The notification of the enforcement of the guarantee shall be sent by fax by the TSO within 24 hours after the expiry of the period referred to in Art. 23 para. (1) letter a).

(7) In the event of partial or total execution of the guarantee, the NU shall be obliged to restore the guarantee within 5 days of execution.

Penalties:

ART. 23

(1) Failure to fulfill the obligation to pay invoices within the time limit laid down in Article 7 paragraph. (1), shall attract:

- a. the levying of a late payment charge, calculated on the amount unpaid, equal to the level of default interest due for failure to pay budgetary obligations on time, for each day of delay, starting from the 16th calendar day following the date of issue of the invoice until the date of payment in full, including the day of payment, or until the guarantee provided for in the contract is honoured, in the event of failure to meet the payment obligation within 15 calendar days of the due date;
- b. limiting/interrupting the provision of natural gas transmission service, with 3 calendar days' notice, with effect from the day immediately following the expiry of the 15 calendar days' period referred to in point a), in the event of non-fulfilment of the payment obligation;
- c. limiting/interrupting the provision of the natural gas transmission service, with 3 calendar days' notice, starting with the day immediately following the day on which the amount of the NU imbalances exceeds the amount of the balancing guarantees.

(2) Where the due date or the day immediately following the expiry of the grace period is a non-business day, the time limits laid down in paragraph. (1) shall be postponed accordingly.

ART. 24

In the event that the NU, at the request of the TSO, does not voluntarily surrender/does not make use of the facility to transfer the booked and unused capacity, and the binding capacity transfer is carried out, the NU shall be obliged to pay 5% of the transferred capacity for the period between the date of the binding capacity transfer and the date of termination of the contract.

ART. 25

(1) The NU shall be entitled to claim and receive an amount determined on the basis of the booked capacity non-provision tariff in accordance with the provisions of the Network Code in the event that the TSO does not maintain at the disposal of the NU the entire transmission capacity booked by it.

(2) If the amount provided for in paragraph. (1) does not fully cover the recorded damage, the NU shall be entitled to claim and receive additional damages, until the damage caused is fully covered, for the situation in which the TSO fails to fulfill its obligation to provide the gas transmission services, as well as any other obligations set out in this Contract.

Contracts for the provision of underground natural gas storage services, designating all activities and operations carried out by the Provider for or in connection with the booking of storage capacity in underground storage facilities:

Art. 16.

(1) The Parties undertake to perform their obligations in good faith and to perform their obligations on time and strictly in accordance with the provisions of this Contract.

(2) In case of the Beneficiary's two breaches of the obligation for the payment of the Tariff or other contractual obligations, the Provider may require the Beneficiary to provide, within 10 (ten) calendar days from the date of the notification sent by the Provider, a performance bond to secure the performance of the contractual obligations of the Beneficiary in the event of a default by the Beneficiary. The performance bond shall consist of a letter of bank guarantee and shall be equal to 10% of the value of the services provided under this Contract. The letter of bank guarantee, shall be valid for a further 45 days after the finalization of the contract. If the guarantee provided under the above conditions is called on, the Party in question is obliged to re-establish (in part or in full, as the case may be) the guarantee deposited, within 7 (seven) calendar days from call-on).

Art. 17.

If the Parties establish actual guarantees, the Parties shall separately enter into separate collateral agreements and register them in the official publicity records.

Contractual liability

Art. 23.

(1) In the event that the Provider culpably fails to fulfill its obligation to provide underground gas storage services according to the contractually agreed schedule, as well as any other obligations established by the Contract, the Beneficiary shall be entitled to claim and receive damages, corresponding to the damage caused and proven. For the avoidance of doubt, failure to comply with the underground storage obligation as a result of non-compliance by the Beneficiary with the storage schedule shall not give rise to liability on the part of the Provider.

(2) Failure by the Beneficiary to pay the Tariff or other obligations under the Contract (including, but not limited to, incorrect data provided to the Provider for the provision of services by the latter) shall entail the following penalties: levying of a late payment penalty, calculated on the unpaid amount, equal to the level of interest due for failure to pay budgetary obligations on time, for each day of delay, starting from the 16th calendar day after the invoice is issued until the invoice is paid in full, including the day of payment, in the event of failure to fulfill the payment obligation within a grace period of 15 (fifteen) calendar days from the due date; interruption of the provision of the services of injection/extraction of natural gas into/from underground storage tanks, with 3 (three) calendar days' notice, starting from the 31st calendar day following the date of issue of the invoice; enforcement of the security provided by the Beneficiary (if provided). (3) In the event that the application of the above measures is not such as to ensure full coverage of the damage incurred by the Provider, the Beneficiary shall also pay the Provider damages in accordance with the legal provisions in force.

Contract for the sale and purchase of natural gas from the current domestic production of SNGN Romgaz SA for the technological consumption of SNTGN Transgaz SA.:

Art. 5.

Payment 5.1 Payments under this contract shall be made in lei, by payment order. Any payment shall be deemed to have been made on the date on which the amounts are recorded in the Seller's accounts: - RO08 RNCB 0231 0195 2533 0001 opened at BCR Mediaş Branch; - RO12 BRDE 330S V024 6190 3300 opened at BRD Groupe Societe Generale; - RO07 BTRL 0580 1202 6813 97XX opened at Banca Transilvania; - RO55 RZBR 0000 0600 0273 7034 opened at Raiffeisen Bank SA; - RO23 INGB 0015 0000 3020 8911 opened at ING Bank NV Amsterdam, Bucharest Branch; - Treasury account: RO94 TREZ 5765 069X XX00 4512.

5.2 After the month of delivery, the Seller shall invoice the Buyer for: - the value of the monthly quantity of natural gas actually delivered, as provided for at point 6. of Annex no. 1 to this Agreement; - the value of the quantities of natural gas not taken, if applicable, as provided for in point 4.2.; and - excise duty, if applicable. The due date for payment of the monthly invoice representing the value of the natural gas delivered during the month in question and/or the value of the natural gas not taken over shall be 30 calendar days from the date of issue. Where the due date for payment is a non-business day, the due date for payment shall be deemed to be the first following business day.

5.3. In the event of non-payment of the monthly invoice when due, the Seller shall be entitled to stop the delivery of natural gas completely. The cessation of deliveries shall take effect after 3 (three) calendar days from the date of sending a notice to this effect. V. Penalty clause Art. 6. In the event that the Buyer fails to meet its obligations to pay the monthly invoice for the value of the natural gas delivered, the value of the quantities of natural gas not taken over, and excise duty, if applicable, at the due date, the Buyer shall be obliged to pay the Seller a penalty for each day of delay for each outstanding amount. The penalties shall

be calculated from the first day after the due date, including the day of payment, i.e. the date of crediting the Seller's account. The percentage of late payment penalties is 0.1%/day.

Art. 7.

In the event of non-payment of the amount of the late payment penalties invoiced in accordance with the contractual provisions, the Seller is entitled, within 5 days of the invoice notification, to stop the delivery of natural gas in its entirety. The cessation of deliveries shall take effect after 3 (three) calendar days from the date of notification to this effect. After the due date for payment of the principal obligation, the party liable to pay the penalty shall be in default by operation of law without the need to give notice to that party.

Art. 12.

12.1. The parties guarantee to each other that this contract is a valid, legal, enforceable and legally enforceable obligation under the terms of this contract.

12.2. Except for obligations for the non-fulfillment of which specific clauses are provided for in this Contract, for non-performance or improper performance of any other contractual delivery/purchase obligations, the Contracting Parties shall be entitled to claim and receive damages. In the event of termination due to the fault of one of the Parties, it shall not be entitled to claim any compensation for damages caused.

12.3. The Parties are obliged to notify, in writing, as soon as possible, but not later than 24 hours after the incident, of any situation that could cause a temporary interruption or limitation of consumption.

TERMS AND METHODS OF PAYMENT:

Contracts for the supply of natural gas transmission services:

ART. 6

(1) The NU shall pay to the TSO the value of the booked transmission capacity, determined on the basis of the capacity booking tariff applicable at the time when the booked capacity can be used.

(2) The TSO shall pay the NU the countervalue of the unprovided transmission capacity, determined on the basis of the unprovided capacity tariff applicable at the time when the NU could not use the booked capacity.

(3) The network user shall pay to the transmission system operator, in addition, where applicable, the tariffs set out in the Network Code.

(4) The tariffs referred to in para. (1) and (2) are set out in Annex 1 to this contract.

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

- a. invoice for transmission services rendered for the previous month;
- b. invoice for the amount of the charge for exceeding the booked capacity, calculated in accordance with the provisions of Article 99 of the Network Code, and/or the amount of the charge for not providing the booked capacity, calculated in accordance with the provisions of Article 101 of the Network Code, as applicable;
- c. invoice for the value of additional capacity, calculated in accordance with the provisions of Article 51 of the Network Code, resulting from the nomination by the NU of a quantity of natural gas exceeding the capacity booked by the NU at an NTS entry point.

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

- i. at least 5 calendar days prior to the starting date of each month of provision of services, an advance payment invoice, the amount of which shall be equal to the value of the booked capacity calculated for the period of the month of provision of services, plus the value of the commodity component, calculated at the contractual capacity level for the same period;

- ii. within 15 working days of the end of the month in which the services are provided, a payment settlement invoice drawn up on the basis of the final allocation.

ART. 7

(1) Payment of the value of the invoices referred to in Art. (5) shall be made within 15 calendar days of the date of issue of the invoices. If the due date falls on a non-business day, the deadline shall be deemed to fall on the following business day.

(2) Payment of the value of the invoices referred to in Art. (6) shall be effected by the date on which the transmission service is to commence on the basis of the advance payment invoice issued for that purpose.

Contracts for the provision of underground natural gas storage services, designating all activities and operations carried out by the Provider for or in connection with the booking of storage capacity in underground storage facilities:

Art 11

(1) The Provider shall issue monthly to the Beneficiary, by the 10th (tenth) day of the following month, the invoice for the value of the storage services performed at the Tariff set out in Annex no. 6 in the previous month. The invoice shall be issued and completed in accordance with the Romanian legislation in force, i.e. an electronic invoice shall be issued and transmitted through the national electronic invoice system RO e-factura. Any notifications shall be sent by the Provider to the address included in Art. 28 of Section XV below.

(2) Payment for the storage services shall be made in RON within 15 (fifteen) calendar days from the date on which the electronic invoice is available to the Beneficiary for downloading from the RO e-Invoice system, by bank transfer or any other legal payment instrument agreed between the Parties and shall be deemed to be made at the moment of actual receipt of the amounts into the Provider's bank account no. RO36 BTRL RONC RT03 RT03 1706 6401, opened with Banca Transilvania Ploiești. Failure to pay within the deadline mentioned in this paragraph shall entail the application of penalties in accordance with Art. 23 para. 2.

(3) If the due date falls on a non-business day, the period shall be deemed to end on the following business day.

(4) The Parties agree that, at the expiry of the Term, the regularization/revision of the payment/recollection obligations/entitlements related to the capacity reservation shall be carried out in accordance with the procedure included in Annex no. 6. Termination of the Contract for any reason before the final amount of the regularization/revision has been established shall not release the Parties from the financial obligations arising from the regularization.

Art 23

(2) Failure by the Beneficiary to comply with the obligation to pay the Tariff or other obligations under the Contract (including, but not limited to, the incorrectness of the data provided to the Provider for the provision of the Services by the latter) shall give rise to the following sanctions:

- a) the levying of a late payment penalty calculated on the amount unpaid, equal to the level of interest due for failure to pay budgetary obligations on time, for each day of delay, starting from the 16th calendar day after the invoice is issued until the invoice is paid in full, including the day of payment, in the event of failure to meet the payment obligation within a period of grace of 15 (fifteen) calendar days after the due date;

Contract for the sale and purchase of natural gas from the current internal production of SNGN Romgaz SA for the technological consumption of SNTGN Transgaz SA.:

Art. 5.

Payment 5.1 Payments under this contract shall be made in lei, by payment order. Any payment shall be deemed to have been made on the date on which the amounts are recorded in the Seller's accounts: - RO08 RNCB 0231 0195 2533 0001 opened at BCR Mediaş Branch; - RO12 BRDE 330S V024 6190 3300 opened at BRD Groupe Societe Generale; - RO07 BTRL 0580 1202 6813 97XX opened at Banca Transilvania; - RO55 RZBR 0000 0600 0273 7034 opened at Raiffeisen Bank SA; - RO23 INGB 0015 0000 3020 8911 opened at ING Bank NV Amsterdam, Bucharest Branch; - Treasury account: RO94 TREZ 5765 069X XX00 4512.

5.2 After the month of delivery, the Seller shall invoice the Buyer for: - the value of the monthly quantity of natural gas actually delivered, as set out in item 6. of Annex no. 1 to this Contract; - the value of the quantities of natural gas not taken over, if applicable, as set out in item 4.2; and - excise duty, if applicable. The due date for payment of the monthly bill representing the value of the natural gas delivered during the month in question and/or the value of the natural gas not taken shall be 30 calendar days from the date of issue. Where the due date for payment is a non-business day, the due date for payment shall be deemed to be the first following business day.

5.3. In the event of non-payment of the monthly invoice when due, the Seller shall be entitled to stop the delivery of natural gas completely. The cessation of deliveries shall take effect after 3 (three) calendar days from the date of sending a notice to this effect. V. Penalty clause Art. 6. In the event that the Buyer fails to meet its obligations to pay the monthly invoice for the value of the natural gas delivered, the value of the quantities of natural gas not taken over, and excise duty, if applicable, on the due date, the Buyer shall be obliged to pay the Seller a penalty for each day of delay for each outstanding amount. The penalties shall be calculated from the first day after the due date, including the day of payment, i.e. the date of crediting the Seller's account. The percentage of late payment penalties is 0.1%/day.

**ION STERIAN
DIRECTOR GENERAL**