



CFR NETWORK STATEMENT - 2026

**ANNEX 27.a** **CONTRACT ON TRACTION POWER SUPPLY**

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COMPANIA NATIONALA DE CAI FERATE CFR SA



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# CONTRACT

## on Supplying Traction Power for the Consumption Places Fed by the Railway Contact Line Network

### 1. CONTRACTING PARTIES

Between

**S.C. „ELECTRIFICARE CFR” S.A.**, headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1st district, phone 021/319.25.12 and fax 021/311.98.38, single registration code RO16828396, registered with the Trade Register Office – Bucharest under No. J40/16205/2004, bank transfer account RO85 BTRL RONC RTOP 9585 0201, opened with Banca Transilvania - the Gara de Nord Branch, holder of the ANRE supply license No. 767/21.12.2006, extended by means of the supply license No. 1966/09.11.2016, EIC code 30XROELECTRCFR-W, duly represented by **Ștefan-Răzvan RĂDULESCU**, Director General, and **Adrian GOȘEA**, Financial Director, in its capacity as **Supplier**, on the one hand,

and

....., headquartered in .....,  
registered with the Trade Register Office under No. J....., single registration code  
....., IBAN code ....., opened with  
....., represented by .....- Director General, and  
.....- Economic Director, in its capacity as CONSUMER, hereinafter called the  
CONSUMER, on the other hand.

### 2. TERMINOLOGY

**Article 1.** The terms used in this Contract are defined in Annex No. 1 to this Contract.

### 3. PURPOSE OF THE CONTRACT

**Article 2.** (1) The purpose of the Contract is the supply of 25 kV electric power through the railway contact line network to the Consumer's consumption places, as specified in Annex No. 2 to this Contract.

(2) The list of mobile consumption places consisting of the electric traction units allowed to be used on the public railway infrastructure shall be transmitted by the Consumer upon the conclusion of the Contract, and shall be updated whenever the locomotives are introduced or permanently withdrawn from the Romanian railway contact line network.

(3) The list of fixed consumption places consisting of railway technology units shall be updated whenever necessary, upon the agreement of both Parties, under the conditions set out in this Contract.

### 4. CONDITIONS OF CONTRACT PERFORMANCE

**Article 3.** (1) The quantity of the electric power traded under this Contract shall be the quantity communicated between the Parties by the 15th day of each month as follows: the Consumer shall notify to the Supplier the quantity of electric power contracted for the next consumption month, whereas the Supplier shall supply it to the railway contact line network, and sell it to the Consumer, and the Consumer shall extract it from the railway contact line network, and purchase it at the contract price. The estimated electric power consumption for the year 2024 shall be ..... MWh.

(2) During the consumption month, the Consumer may notify the Supplier with regard to the fact that the contracted quantity is to be exceeded or diminished, at least 3 working days prior to the date when it is actually exceeded or diminished.

(3) The notices regarding the exceeding or diminishing of the quantity transmitted during a month shall not modify by more than plus or minus 15% the quantity initially contracted for that month.

(4) In case there are differences larger than 15% between the quantity of electric power contracted monthly by the Consumer and that actually purchased, at least twice during the last 12 supply months, the contracted quantity of electric power to be taken into account by the Supplier shall be the average of the purchases made by the Consumer during the last 1 to 3 months of completed consumption, respectively the average of the monthly consumption recorded during the interval of one and three months according to the available history, for which the final settlement invoice was issued.

(5) In case of the failure to communicate the necessary monthly electric power quantity in due time, the contracted quantity of electric power to be taken into account by the Supplier shall be the average of the purchases made by the Consumer during the last 1 to 3 months of completed consumption, respectively the average of the monthly consumption recorded during the interval of one and three months according to the available history, for which the final settlement invoice was issued.

**Article 4.** None of the provisions of this Contract regarding the Supplier's obligations to sell the contracted quantities at the contract price shall exonerate the Supplier from its obligation to strictly comply with the orders of the Transmission System Operator and the Operator of the Railway Contact Line Network delivered in accordance with the law in force.

**Article 5.** None of the provisions of this Contract regarding the Consumer's obligations to purchase the contracted quantities at the contract price shall exonerate the Consumer from its obligation to strictly comply with the orders of the Transmission System Operator and the Operator of the Railway Contact Line Network delivered in accordance with the law in force.

**Article 6.** The quantities of electric power that are monthly supplied and traded shall be determined in accordance with the provisions of the "Electric Power Metering Code", the specific regulations, and Annex No. 4 to this Contract.

**Article 7.** The electric power supply may be temporarily interrupted upon the written request of the Consumer, without terminating the Contract, after a period of 20 days from the date of the request, for a period of time of at least one month and of not more than 6 months within one year.

## 5. CONTRACT VALIDITY PERIOD

**Article 8.** (1) The Validity Period of this Contract shall begin at the date when it is signed, and shall expire on 31.12.2024 (Expiry Date of the Contract's Validity Period).

(2) The effective date for the entry into force of the Contract shall be the date of the commencement of the electric power supply, provided that the Supplier and the Consumer have fulfilled their preliminary obligations under the Contract, and namely on 01.04.2024.

(3) Upon the expiry of the Validity Period, the Parties shall continue to be bound by the terms and conditions of this Contract related to the rights and obligations of the Parties regarding the settlement of the equivalent value of the power already consumed, as incurred under this Contract, before the end of the Validity Period.

## 6. OBLIGATIONS AND RIGHTS

**Article 9.** (1) The parties shall obtain and maintain, throughout the duration of the Contract, all the approvals necessary for the fulfilment of the obligations specified in this Contract, while complying with all the legal requirements.

(2) The Parties shall grant access to all the information, documentations or data necessary for the proper performance of the Contract, in accordance with the law, but with the confidentiality restrictions specified in Article 14.

(3) The Parties shall guarantee to each other that this Contract is a firm, lawful, legally binding obligation under its terms.

(4) During the performance of the Contract, the Parties shall obtain/maintain/update the authorizations/

permits/certifications necessary for the performance of the Contract under proper conditions and the fulfilment of all the obligations under the Contract.

**Article 10.** The Supplier shall have the following obligations:

- a) to hold an electric power supply license during the contract duration, and to comply with its terms and conditions;
- b) to ensure the supply of the contracted power to the Consumer under this Contract;
- c) to grant compensations to the Consumer in case of non-compliance with the obligations set out in the performance standard for the electric power supply activity, approved by order of the chairman of ANRE;
- d) to determine the power quantities traded and invoiced in accordance with the provisions of this Contract;
- e) to accept the temporary interruption of the supply for the consumption places proposed by the Consumer.
- f) to initiate the amendment and supplementation of the electric power supply contract or its annexes by addenda, whenever there appear new elements, when it deems it necessary to detail, supplement or introduce new clauses, which could not be identified upon the conclusion of the Contract;
- g) to check as soon as possible the special situations notified by the Consumer, and to respond within the legal deadline to all its written complaints and notifications related to the supply activity;
- h) to invoice to the Consumer the equivalent value of the electric power in accordance with Annex No. 6 to the Contract, at the supply price;
- i) in the event of the unilateral termination by the Supplier or the termination of the Contract due to the Supplier's fault, to pay to the Consumer the penalties and damages set down in the Contract;
- j) to pay to the Consumer the damages received in accordance with the distribution contract concluded with the concessionaire network operator.

**Article 11.** (1) The Supplier shall have the following rights:

- a) to invoice the electric power to the Consumer at the price established under Annex No. 5 to the Contract, together with the tariffs levied for the consumption in accordance with the regulations in force, and to collect their equivalent value in accordance with the provisions of Annex No. 6;
- b) to invoice to the Consumer the penalties calculated for payment delays in accordance with Annex No. 7 to the Contract and the regulations in force, and to collect their equivalent value;
- c) to request the establishment and execution of the guarantee according to Annex no. 7 to the contract;
- d) to interrupt the electric power supply in case of the non-compliance by the Consumer with the contract clauses, the non-payment of the equivalent value of the electric power and of the penalties;
- e) to have unconditional access to the metering units mounted on the electric traction units belonging to the Consumer and, if necessary, to the latter's telemanagement system, to receive the consumption files within the deadline set down in the Contract;
- f) to have access to the Consumer's systems in order to verify the operation and the integrity of the seals of the metering units. The access shall be granted in the presence of the Consumer's authorized representative;
- g) to find out, with the help of its own personnel, if necessary, the fraudulent consumption of electric power by the Consumer's systems, and to enforce sanctioning measures for these situations in accordance with the regulations in force;

**Article 12.** The consumer shall have the following obligations:

- a) to notify to the Supplier in writing any change in the elements on the basis of which the Contract was drawn up, and which were not identified upon the conclusion of the Contract; to request the establishment and execution of the guarantee according to Annex no. 7 to the contract;
- b) to prepare and to make available to the Supplier the forecasts of traction power consumption with a view to preparing the planned daily and monthly consumption curves;

- c) to accept the electric power, and to pay its equivalent value as well as the penalties due for the payment delays calculated in accordance with the contract provisions;
- d) not to break the seals of the metering units or modify their mounting plan;
- e) to submit to the Supplier, by the 10th day of the month following the consumption month, the situation of the consumption under the Contract;
- f) to unconditionally provide to the Supplier the possibility to check the consumption data recorded by the Consumer's meters and transmitted;
- g) in the event of the termination of Contract due to the Consumer's fault, to pay to the Supplier, the penalties and damages set down in the Contract for these cases;
- h) to pay the equivalent of the recalculated electricity consumption for a previous period established according to the applicable regulations, when erroneous recording of electricity consumption or erroneous billing of consumption is found;
- i) to provide the payment guarantee requested by the Supplier in accordance with the provisions of art. 1 of Annex no. 7 to this contract, to send the Supplier the original documents of the guarantee.

**Article 13.** The Consumer shall have the following rights:

- a) to receive the contracted quantity of electric power, and to consume it from the railway contact line network in accordance with the provisions of this Contract;
- b) to require the Supplier to amend and supplement this Contract and its annexes or to initiate addenda to the Contract whenever there appear new elements or when it deems it necessary to detail or supplement the contract clauses which could not be identified upon the conclusion of the Contract;
- c) to require the Supplier to provide the report on power consumption and cost breakdown.

## 7. CONFIDENTIALITY DGPR

**Article 14.** (1) Each party shall ensure the confidentiality of all the information, documentations, data or knowledge provided by the other party under this Contract, and shall not disclose them to any third party, in whole or in part, without the written consent of the other party.

(2) The provisions of paragraph 1 shall not apply to:

- the information requested by the competent authorities in accordance with the regulations in force;
- the information which was made public until the conclusion of the Contract;
- the information to be provided during the normal performance of the activities under the contract.

(3) For the performance of this Contract and as regards the processing of personal data, the Parties shall fully comply with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

(4) With regard to the personal data of the legal representatives of the signatory parties, of the contractually designated contact persons and of the employees of the parties designated to ensure the execution of the contract, both parties guarantee that the processing of the personal data of these data subjects will be carried out in compliance with the requirements of Regulation (EU) 2016/679, each party committing itself to ensure the information of the data subjects in accordance with Article 13 of Regulation (EU) 2016/679.

## 8. CONTRACT ASSIGNMENT

**Article 15.** (1) The Parties may assign only the debentures arising out of this Contract, whereas the obligations incurred shall remain the responsibility of the Contracting Parties as they were set down and assumed at the date of signing the Contract.

## 9. INTERRUPTION OF ELECTRIC POWER SUPPLY

**Article 16.** The interruption of the electric power supply until all the non-conformities are remedied shall be performed by:

- disconnecting the connection in case of the fixed consumption places;
- forbidding the access of the electric traction units belonging to the Consumer to the railway contact line network in accordance with the provisions of the Tripartite Access Convention set down in Annex No. 3 to the Contract.

**Article 17.** (1) The Supplier may require the interruption of the electric power supply to the Consumer upon a 5-working day prior notice in the following cases:

a) failure to pay within the term provided for in the Contract the invoices issued by the Supplier in accordance with the provisions of this Contract.

b) if the authorized representative of the Supplier is prevented in any way from having access to the metering units and the related equipment if these belong to the Consumer;

c) the Consumer fails to transmit all the supporting electric power consumption data within the deadlines set down in this Contract or prevents the Supplier's representative from collecting the data necessary for the recalculation of the consumption, when there are found out situations leading to the incorrect recording of the electric power consumption;

d) in case of proven fraudulent consumption of electricity, including the use of an electric traction unit not declared by the Consumer according to the provisions of the Contract;

(2) Any expenses incurred by the Supplier for the disconnection from and reconnection to the network of the Consumer shall be borne by the Consumer;

(3) The electric power supply shall be resumed after there have been remedied all the non-conformities for which the interruption of the electric power supply of the consumption places of the Consumer was required. The resumption of the supply shall be required by the Supplier in accordance with the provisions of the Tripartite Convention set down in Annex No. 3 to the Contract, after having received the documents proving the fulfilment of all the obligations set down in the Contract.

(4) If the conditions necessary for the resumption of the electric power supply are not fulfilled by the Consumer, the Contract shall be considered unilaterally terminated by the Consumer. This provision shall not apply if the termination of the Contract has occurred by operation of law.

## 10. CESSATION, TERMINATION AND DENUNCIATION OF THE CONTRACT

**Article 18.** (1) The contract shall terminate by operation of law in the following cases:

- a) upon the expiry of the period of time for which it was concluded, if the Parties do not agree to extend it;
- b) when during the performance of the contract there occurs a force majeure case established and invoked under the law;
- c) on the basis of the agreement of the Parties in accordance with the provisions of the Contract;
- d) by unilateral termination in accordance with the provisions of the Contract;
- e) in any other situations set down by the law.

(2) The Parties shall fulfil all the obligations incurred throughout the duration of the Contract until its termination.

**Article 19.** This Contract shall terminate by operation of law, without the intervention of a court, in the following cases:

- a) the breach, in bad faith, of the obligations assumed after the faulty party has been warned by means of a notice of these facts, and has taken no remedy measures within the deadlines set out in the Contract;
- b) the full or partial non-achievement of the purpose of the Contract by one of the Parties;
- c) the Consumer has partially or fully transferred/transformed the rights or obligations under this Contract in favour of a third legal entity without the prior consent of the Supplier;
- d) the full non-payment of the electric power invoices, the payment delay penalties and the possible expenses caused by the interruption of the electric power supply under this Contract;
- e) the repeated non-payment, namely the Consumer is effectively disconnected at least twice during the last 12 calendar months for the non-payment of the invoices, based on the issuance of the documents related to the supply interruption, respectively the right of access to the electrified railway infrastructure;
- f) any of the Parties refuses to conclude addenda to the existing contract or, as the case may be, a new contract, as a consequence of the changes in the regulations and/or circumstances on the basis of which it was concluded. These provisions shall not apply in case of the conclusion of the contract with disagreements, during their settlement stages. The Contract shall terminate if the Parties cannot reach an agreement within 30 days from the entry into force of the new regulations;
- g) the non-fulfilment of any obligation under this Contract (except when the relevant obligation is exonerated in case of force majeure), including the failure to make payments;
- h) any of the Parties is declared bankrupt, dissolves, cannot fulfil its obligations under the Contract or acknowledges in writing its incapacity to fulfil its obligations under the Contract, or seizure or any other precautionary measure is enforced against its assets preventing it from carrying out its activity;

**Article 20.** (1) The termination of this Contract may be carried out at the initiative of the Supplier, based on a termination notice communicated to the Consumer, without the need for the intervention of the courts, in the following situations:

(2) Fraudulent consumption of electricity;

(3) The fraudulent consumption referred to at paragraph (1) shall mean:

- a) the connection of any receiver or of the consuming system before the metering unit established in the technical connection permit;
- b) any change in the electric system affecting the correct operation of the metering unit;
- c) the use on the railway contact line network of a locomotive the use of which was not notified to the Supplier within 30 calendar days;
- d) the Consumer loses its legal capacity as a consumer of electric power on the railway contact line network on the basis of which this Contract was concluded;
- e) the Consumer modifies its registration data as a legal entity on the basis of which this Contract was concluded and it does not communicate this situation to the Supplier within 3 months from the date of the changes;
- f) the use of electric traction units of its own or of other RU'Ss for its own benefit on the public railway infrastructure after the public railway infrastructure manager has taken measures to prohibit the access of the electric traction units in accordance with Annex No. 3 to the Contract.

(4) Non-payment in full by the Consumer of the invoices issued by the Supplier in accordance with the provisions of this Contract and/or of any expenses determined by the interruption of electricity supplies according to this Contract;

(5) Repeated non-payment, respectively the Consumer ends up at least twice in the last 12 calendar months in the situation of being effectively disconnected for non-payment of invoices, by issuing documents for interruption of supply, respectively regarding the right of access to the electrified railway infrastructure;

(6) In the event of termination of the Supply Contract, the conclusion of a new Contract is conditional on the payment by the Consumer of the outstanding amounts from the old Contract.

(7) The Supplier shall send the Consumer the notice of termination of the contract at least 15 (fifteen) days before the date on which the termination will take legal effect. Termination shall only take place if, by the day prior to the termination date, the Consumer does not provide proof of payment of the amounts due or proof of the remedying of the causes that were the basis for the notice of termination of the Supply Contract.

**Article 21.** (1) If there has taken place a cause of termination in respect of a party, the other party may terminate the contract by giving notice to the other party through the communication modalities under the Contract.

(2) A termination notice shall indicate both the cause of termination and the day at which the Contract is to be deemed terminated. The termination date may not fall earlier than the date at which the notice of termination is deemed to have been received under the Contract, but no later than 15 days from that date. Being effective from the date of termination, all the payment and performance obligations under this Contract shall be replaced by the obligation to pay damages for non-performance to the other party at the value calculated under the Contract.

(3) At the date at which there occurs a cause of termination under Article 19 (h), the party that terminates the Contract shall send to the other party a notice for establishing the termination date of the Contract, without the intervention of a court.

**Article 22.** (1) The Contract may be unilaterally denounced by the Consumer upon a 21-day prior notice.

(2) In case of the non-compliance with the deadline of the unilateral denunciation by the Consumer, the Supplier shall have the right to receive damages equal to the equivalent value of the electric power not purchased until the expiration of the Contract, calculated as the average of the Consumer's consumption over the last 3 months of consumption;

(3) The parties shall expressly accept the clause of unilateral denunciation, a clause considered uncommon as provided by Article 1203 of the Civil Code.

**Article 23.** The unilateral cessation, termination and denunciation of the Contract shall have no effect on the obligations related to the consumptions already incurred.

## 11. DISPUTES

**Article 24.** (1) Any technical, operational or commercial disputes between the Parties arising from the interpretation and/or performance of this Contract shall be amicably settled, through direct negotiations, within 15 calendar days from their notification by one party to the other party.

(2) The amicable settlement agreed by the two Parties shall be recorded in a minutes.

(3) The Parties shall agree that the disputes arising from the interpretation and/or performance of this Contract which cannot be amicably settled shall be submitted to the competent courts of law.

## 12. FORCE MAJEURE

- Article 25.** (1) The Parties shall be exonerated from any liability for the partial or total non-fulfilment of the obligations arising from this Contract, if this is the result of a force majeure case.
- (2) The force majeure circumstances shall be those which may arise during the performance duration of this Contract following the occurrence of special events (natural disasters, war, embargo and the like) which could not have been taken into account by the Parties upon the conclusion of the Contract, and are reasonably beyond the will and control of the Parties.
- (3) The Party invoking force majeure shall notify this in writing to the other Party within 3 working days from its occurrence, together with an estimate of the period of time after which it ceases its effects, and shall take any measures available to limit its consequences.
- (4) The failure to fulfil the force majeure communication obligation shall not remove its liability exoneration effect, but the party invoking force majeure shall have the obligation to pay to the other party the damages caused by the non-communication.
- (5) The performance of the Contract shall be suspended during the period of a force majeure case, but without prejudice to the rights that the Parties had until its occurrence.
- (6) The period of force majeure shall end upon the issuance by the party that issued the notice in accordance with paragraph 3 of a new notice for announcing that it can fulfil again all its obligations under the Contract.
- (7) If the force majeure case lasts for more than 30 consecutive days or for more than 60 days accumulated in a calendar year, the Party receiving the force majeure notice may terminate the Contract without any notice and without payment of penalties.

## 13. MODIFICATION OF CIRCUMSTANCES

- Article 26.** (1) For the purposes of this Contract, the modification of circumstances means the entry into force of new legal regulations on the modification or abrogation of the existing ones after the conclusion date of this Contract.
- (2) The Contract shall be automatically amended and/or supplemented if, by means of a new normative act, the clauses of this Contract and its annexes or of the contracts by which the Supplier purchases the electric power are amended or supplemented, whereas the Parties shall have the obligation to update the Contract in accordance with the terms and conditions of the new normative act.
- Contractual provisions based on provisions of normative acts are amended on the date of entry into force of the amendments to the respective normative acts without completing other formalities; in this case, the Supplier is obliged to notify the Consumer of the amendments.
- (3) During the Validity Period of the Contract, either Party may propose in writing to the other Party amendments to the contract clauses. The other Party shall express its point of view in writing within 15 days from the receipt of the request.
- (4) Upon the consent of the Parties, this Contract may be amended any time during its performance, by means of addenda to be an integral part of the Contract.

## 14. NOTICES

- Article 27.** (1) The Parties shall agree that any notice, notice of default or request required or permitted under this Contract shall be transmitted in writing, and shall be deemed as transmitted only if it is:
- personally handed over to the relevant party by its representatives, upon written acknowledgement of the receipt of the notice and by signing for the receipt, indicating the name and the position, or
  - sent by registered mail with return receipt requested by the party concerned or
  - sent by fax with transmission receipt or
  - sent by email to the designated address or contact persons of the relevant party.
- (2) The contact persons designated by each party shall be those in Annex No. 8.

(3) The correspondence addresses and the recipients may be changed any time by either party by means of a written notice to the other party, whereas the notice shall produce effects from the date of receipt.

(4) Any notice, notice of default or request shall be deemed as received by the recipient:

- at the time of its handing-over if personally handed over to the relevant party;
- within 3 calendar days after its sending by registered mail with return receipt;
- at the date of the fax transmission confirmed by the confirmation protocol, if it was sent on a working day, between 8.00 and 16.00, otherwise, the correspondence shall be deemed received on the next working day;
- at the date of the email transmission to the designated address or contact persons, if it was sent on a working day, between 8.00 and 16.00, otherwise, the correspondence shall be deemed received on the following working day;
- on the date of sending the email to the designated address or contact persons, if it was sent on a working day between 8:00 and 16:00, otherwise the correspondence is considered received on the next working day.

## 15. PROCESSING OF PERSONAL DATA

**Article 28.** ON THE BASIS OF AND/OR IN CONNECTION WITH THIS CONTRACT, CERTAIN PERSONAL DATA OF NATURAL PERSONS WHO ARE REPRESENTATIVES, CONTACT PERSONS, EMPLOYEES OF THE PARTIES (HEREIN: "THE DATA SUBJECTS") ARE OR WILL BE MADE AVAILABLE TO THE PARTIES EITHER IN THE CONTENT OF THIS CONTRACT OR BY SUBSEQUENT TRANSMISSION BETWEEN THE PARTIES. THUS, THE FOLLOWING CATEGORIES OF PERSONAL DATA OF THE DATA SUBJECTS MAY BE PROCESSED (INCLUDING BY COLLECTION, STORAGE AND USE): SURNAME, FIRST NAME, TELEPHONE NUMBER, EMAIL ADDRESS, SIGNATURE, FUNCTION, IN CONNECTION WITH THE REPRESENTATIVES OR CONTACT PERSONS OF THE OTHER PARTIES. THIS DATA MAY BE COLLECTED EITHER FROM THE OTHER PARTY OR DIRECTLY FROM THE TARGETED PERSONS.

**Article 29.** IN ORDER TO ENSURE TIMELY, TRANSPARENT AND RELEVANT INFORMATION OF DATA SUBJECTS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE LEGISLATION IN THE FIELD, EACH PARTY WILL DRAW UP AND BE RESPONSIBLE FOR THE CONTENT OF ITS OWN INFORMATION NOTE REGARDING THE PROCESSING OF PERSONAL DATA THAT IT CARRIES OUT IN CONNECTION WITH THE DATA SUBJECTS OF THE OTHER PARTY, AS WELL AS FOR ANY DAMAGES CAUSED (INCLUDING SANCTIONS APPLIED) AS A RESULT OF THE FAILURE TO COMPLY, TOTAL OR PARTIALLY, WITH THIS OBLIGATION. ALSO, IN ORDER TO FACILITATE THE COMMUNICATION PROCESS WITH THE RESPONSIBLE PERSONS, EACH PARTY OBLIGES TO COMMUNICATE TO ITS RESPONSIBLE PERSONS THE INFORMATION NOTE OF THE OTHER PARTY ON BEHALF OF THIS PARTY WITHIN A MAXIMUM OF 15 (FIFTEEN) DAYS FROM THE MOMENT OF RECEIPT OF THE RESPECTIVE INFORMATION NOTE FROM THE OTHER PARTY, AND TO PROVIDE THE OTHER PARTIES IN WRITING IMMEDIATELY WITH PROOF OF THE COMMUNICATION. THE PARTIES WILL COMMUNICATE TO EACH OTHER THE INFORMATION NOTES FOR THEIR TARGETED PERSONS WITHIN AT LEAST 30 (THIRTY) DAYS OF THE ENTRY INTO FORCE OF THIS CONTRACT.

**Article 30.** EACH PARTY OBLIGES TO COMPLY WITH THE APPLICABLE LEGISLATION ON THE PROTECTION OF PERSONAL DATA, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THE REGULATION, THE IMPLEMENTING LEGISLATION AND THE DECISIONS THAT THE SUPERVISORY AUTHORITY OF ROMANIA (ANSPDCP) MAY ISSUED FROM TIME TO TIME IN RELATION THERETO.

**Article 31.** IN THE EVENT AND TO THE EXTENT THAT EITHER PARTY WILL ACT, AS A PROCESSOR FOR THE OTHER PARTY, IN RELATION TO PERSONAL DATA PROCESSED UNDER AND/OR IN CONNECTION WITH THE CONTRACT, THE PARTIES OBLIGATE TO CONCLUSION A DATA PROCESSING AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 28 OF EU REGULATION NO. 679/2016 OR ANY EQUIVALENT SUBSEQUENT LEGAL PROVISION THEREOF, IN ORDER TO ENSURE COMPLIANCE WITH THE APPLICABLE LEGAL REQUIREMENTS REGARDING SUCH PROCESSING OF PERSONAL DATA.

## 16. FINAL PROVISIONS

**Article 32.** (1) This Contract and all the obligations of the parties with regard to its performance shall be fully and in all aspects governed by the Romanian law in force.

(2) For the full or partial non-fulfillment of the obligations under this Contract, the parties shall be liable in accordance with the law in force.

**Article 33.** In the event that any provision of this Agreement becomes invalid, the remaining provisions of this Agreement shall remain in full force and effect between the Parties. In such event, the Parties hereby agree to enter into good faith negotiations to mutually agree upon a new provision that is mutually satisfactory to them and that will replace the invalid provision and, to the extent possible, will implement the intentions expressed in this Agreement.

**Article 34.** This Agreement and all Annexes hereto contain all understandings between the Parties and replace any prior understandings or agreements regarding its subject matter. The Parties expressly declare that this Agreement, in its entirety, and the annexes hereto, is the result of free negotiations between them and of their free and unfettered contractual will, within the meaning of art. 1170 and art. 1183 of the Civil Code, and expressly, unequivocally and unconditionally accept any and all clauses (ordinary, standard and extraordinary) contained in this Agreement (expressly agreeing that the signature of the representatives of the Parties signing this Agreement on the signature page shall be interpreted as acceptance and signing of each ordinary, standard and extraordinary contractual clause).

The contract was concluded on ..... in 2 original copies, with the same legal force, one copy for each contracting party.

SUPPLIER,

CONSUMER,

CEO

DEPUTY DIRECTOR GENERAL

FINANCIAL DIRECTOR

SUPPLY DIRECTOR

G.O.M.C.F.P.C.E.E. Department

Human Resources Department,

Corporate Governance and Secretariat

Finance-Accounting Department

ENDORSED FOR THE PREVENTIVE FINANCIAL CONTROL

responsible for the contract

## **Annex No. 1 DEFINITIONS AND ABBREVIATIONS**

- a. ANRE – The Romanian Energy Regulatory Authority;
- b. To supply electric power – to ensure the supply with electric power of some systems based on a contractual agreement;
- c. Connection Permit - written document issued by the Supplier with regard to the electric power supply possibilities and conditions offered by the Supplier in order to meet the Consumer's requirements specified upon requesting the permit;
- d. Electric Power Consumer – a legal person that may be a railway undertaking (abbreviated RU), a public infrastructure manager or another type of consumer supplied by the 25 KV railway contact line network, that purchases electric power for its own consumption or for a sub-consumer connected to its systems;
- e. End Consumer - a natural or legal person that consumes electric power on the basis of a contract for its own consuming electric systems or, in certain circumstances, for some end sub-consumers, by connecting one or several consumption places to the supply system of the Supplier, through one or several delimitation points;
- f. Contract – the legal document representing the agreement of the two parties concluded between a seller as an electric power supplier and a purchaser as an electric power consumer;
- g. Force Majeure – an event beyond the control of the parties, unpredictable and unavoidable, which is not due to their fault or guilt, and which prevents objectively and without any fault on the part of the supplier; As a rule, the force majeure case has an external origin coming from outside the person or activity scope of the Consumer or of the Supplier.
- h. Supplier – the legal person holding a supply license that trades traction power to the Consumer under a supply contract;
- i. Metering Unit – an assembly consisting of the measuring transformers and the electric meter, as well as all the intermediate elements constituting electric power metering circuits, including the securing elements. The location of the metering unit may be in the asset delimitation point of the systems or elsewhere in the Consumer's systems, in this case the Supplier having the right to invoice the electric power losses on the part of the system between the asset delimitation point and the location point of the measuring unit;
- j. Connection System – the electric system linking the Supplier's network in the connection point and the Consumer's system in the delimitation point.
- k. Consuming system – the assembly of the electric systems belonging to the consumer, located downstream of the asset delimitation point.
- l. Consumption Place – the location of the consuming systems of a Consumer, including of its sub-consumers, which consume the electric power supplied by one or several supply systems. The Consumer may hold one or several consumption places.
- m. Fixed Consumption Place – the consumption place located in a fixed location relative to the railway contact line network.
- n. Mobile Consumption Place – an electric locomotive connected to the railway contact line network through a pantograph system and consuming 25 kV electric power.
- o. Peak Consumption Hours of the NPS – the morning and evening hours approved, which represent consumption peaks in the National Power System.
- p. Supply Price – the price payable to the Supplier by the Consumer on the basis of the Contract for the full and proper fulfilment of all the obligations under the contract. It shall not include the tariffs and charges levied for the electric power consumption under various regulations in force;
- q. Delimitation Point - the place where the Consumer's systems are connected to the Supplier's systems and where they are delimited as property.
- r. Contracted Power – the highest average power registered per hour or per 15 consecutive minutes, agreed in the contract, which the Consumer has the right to absorb during the consumption period, for each consumption place.



- s. Power at Peak Hours of the NPS – the highest average power registered per hour or per 15 consecutive minutes, agreed in the contract, to be absorbed by the Consumer at the peak hours of the National Power System.
- t. Average Power – the power resulting from the ratio between the quantity of electric power contracted during a given period and the number of operation hours.
- u. Minimum Breakdown Power – power strictly necessary for the consumer to maintain in service the power sets that ensure the security of the systems and the personnel.
- v. Minimum Technological Power – the lowest power, under a limitation regime, necessary for a consumer to safely maintain in service, only those systems and equipment required for the technological process so as to avoid loss of production by damage.
- w. Regulations in force – the totality of the laws, decisions, regulations, orders, instructions, directives, resolutions, provisions and regulations specific to the activity or the field to which reference is made and which are in force at the date of application.
- x. Limitation or Restriction Regime – the situation when it is necessary to reduce to certain limits the electric power absorbed by the consumers, while the minimum technological power is supplied by the Supplier, with a view to maintaining the operation parameters of power system within normal limits.
- y. National Power System - NPS – the assembly of interconnected power systems located on the territory of the country, by means of which the electric power is produced, transported, distributed and consumed.
- z. Flat-Rate System – the modality of establishing the electric power consumption according to the installed power and the number of hours of use per types of electric receivers.
- aa. Breakdown event in the NPS – the event during which, as a result of the failure of some power systems and units or of the sudden interruption of the import of electric power, the main parameters cannot be maintained within the normal operating limits of the NPS.
- bb. Sub-Consumer – the natural or legal person whose electric systems are connected to the electric systems of a consumer. The persons who arise by dividing an initial consumer into several economic entities or individuals are also considered electric power sub-consumers. In this case, the person who holds the power supply system becomes the consumer, whereas the others are considered sub-consumers.
- cc. Connection tariff – the amount prepaid by a consumer for the execution of the power supply system and the connection to the Supplier's network.
- dd. Financial day – any day in which the banks through which the parties operate perform financial operations;
- ee.  $S_n$  – the apparent nominal power measured in [VA] in the International System;
- ff.  $P_i$  – the installed power measured in [W] in the International System;

**SUPPLIER,****CONSUMER,**

DIRECTOR GENERAL

DIRECTOR GENERAL

Ștefan- Răzvan RĂDULESCU

SUPPLY DIRECTOR



## **Annex No. 3 CONVENTION ON THE RIGHT OF ACCESS TO THE ELECTRIFIED RAILWAY INFRASTRUCTURE OF THE ELECTRIC TRACTION UNITS**

### **CONVENTION ON THE RIGHT OF ACCESS OF THE ELECTRIC TRACTION UNITS TO THE ELECTRIFIED RAILWAY INFRASTRUCTURE**

CFR No. ...., date: .....

ELECTRIFICARE No. ...., date: .....

RU'S No. ...., date: .....

#### 1. Concluded between:

a) the Electric Power Supplier, S.C. Electrificare CFR S.A., headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1st district, tax registration code RO 16828396, registered with the Trade Register Office under No. J40/16205/2004, duly represented by Ștefan- Răzvan RĂDULESCU, Director General, hereinafter called **ELECTRIFICARE**;

b) the manager of the public railway infrastructure, C.N.C.F. "CFR" S.A., headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1st district, single registration code RO 1105429, registered with the Trade Register Office under No. J40/9774/1998, duly represented by Ion SIMU-ALEXANDRU, Director General, hereinafter called **CFR**;

c) the rail transport operator ....., headquartered in ....., registered with the Trade Register Office under No. J....., single registration code ....., duly represented by....., Director General, duly represented by **RU'S**.

2. This Convention shall be concluded for all the electric traction units belonging to or used by the rail transport operator. Electric traction unit means any locomotive, railcar or electric multiple unit as specified in the Railway Technical Operation Regulation no. 002 approved by means of the Order of the Minister for Public Works, Transport and Housing No. 1186 of 29.08.2001.

3. This Convention shall be an annex to the:

- Electric Power Supply Contract No. .... of ....., concluded by the final customer with the Supplier referred to in point 1(a);

4. The Content of the Convention

**Article 1.** - (1) The RU'S that concluded a contract on the access to the railway infrastructure managed by CFR shall have the right of access of its *electric traction units* to the electrified railway infrastructure after it has concluded a contract on traction power supply with ELECTRIFICARE.

(2) CFR shall grant the access of the RU'S's electric traction units to the electrified railway infrastructure if it is notified by ELECTRIFICARE that the RU'S has concluded a contract on traction power supply with ELECTRIFICARE.

(3) The RU'S shall accept and agree that it is granted the right of access of its *electric traction units* to the electrified railway infrastructure managed by CFR only after it has concluded the contract on traction power supply with ELECTRIFICARE.

**Article 2.** - (1) On the first working day after the conclusion of the contract on traction power supply, ELECTRIFICARE shall communicate to CFR the number of on traction power supply, its validity period, the beneficiary RU'S, as well as the possibility for the RU'S to use electric traction units on the electrified railway

infrastructure managed by CFR.

(2) On the basis of the written notice sent by ELECTRIFICARE, at the latest on the day following the day when the document is received, CFR shall grant the access of the RU'S's electric traction units to the electrified railway infrastructure.

**Article 3.** - (1) If the RU'S does not comply with at least one clause of the supply contract for which that contract sets out the right of ELECTRIFICARE to request CFR to interrupt the electric power supply by withdrawing the right of access of the RU'S's electric traction units to the electrified railway infrastructure, hereinafter called *non-conformity*, there shall be carried out the following procedure:

a) ELECTRIFICARE shall send to the RU'S a notice of disconnection with at least 5 working days before the deadline for starting the procedure for withdrawing the right of access of the electric traction units to the electrified railway infrastructure, and the RU'S shall remedy the non-conformity by that deadline;

b) if after 4 working days from the expiry of the deadline for starting the procedure for withdrawing the right of access of the electric traction units to the electrified railway infrastructure, the RU'S has not remedied the non-conformity, ELECTRIFICARE shall send to CFR and the RU'S the notice for withdrawing the right of access of the RU'S's electric traction units.

c) if after the receipt of the notice for withdrawing the right of access of the electric traction units issued in accordance with the provisions of letter b and until the actual withdrawal of the right of access ELECTRIFICARE does not notify CFR about the remedy of the non-conformity by the RU'S, CFR shall forbid the right of access of the RU'S's electric traction units to the electrified railway infrastructure, and shall communicate to ELECTRIFICARE the date at which this right of access was forbidden;

d) if the RU'S remedied the non-conformity after the submission of the notice for forbidding the right of access set out at letter b, ELECTRIFICARE shall notify this to CFR and the RU'S by means of a notice for resuming the access of the electric traction units to the electrified railway infrastructure, at the latest on the working day following the day on which it becomes aware of its remedy;

e) if until the date of the receipt from ELECTRIFICARE of the notice set out at letter d the access of the RU'S's electric traction units has not been forbidden yet by CFR, the request for forbidding the right of access shall not apply;

f) after the confirmation of the remedy of the non-conformity by the RU'S, in accordance with the provisions of letter d, upon the receipt of the notice from ELECTRIFICARE, at the latest on the day following the day when it received the document, CFR shall resume the right of access of the RU'S's electric traction units to the public railway infrastructure, and shall notify ELECTRIFICARE on the relevant date of implementation.

(2) The notice for forbidding the right of access of the electric traction units sent by ELECTRIFICARE to CFR and the RU'S in accordance with paragraph (1)(b) shall contain at least the following information:

a) the identification data of the RU'S;

b) the clause of the supply contract that has not been complied with by the RU'S, for which the supply is to be interrupted;

c) the date of enforcing the measures for forbidding the right of access of the RU'S's electric traction units which cannot be less than 2 working days.

(3) The notice for resuming the right of access of the electric traction units sent by ELECTRIFICARE to CFR and the RU'S in accordance with paragraph (1)(d) shall contain at least the following information:

a) the identification data of the RU'S;

b) the date at which the RU'S remedied the non-conformity;

c) the request for resuming the right of access of the RU'S's electric traction units to the electrified railway infrastructure.

**Article 4.** – (1) The liability for the damages caused by the interruption of the electric power supply in accordance with Article 1 shall be borne by the RU'S, if the request of ELECTRIFICARE was submitted in accordance with the provisions of the supply contract;

(2) ELECTRIFICARE shall be liable for the correctness of the notices for withdrawing and resuming the RU'S's right of access, as well as for the possible consequences thereof if it unreasonably requested the interruption of the electric power supply.

**Article 5.** – (1) In the understanding of the contracting parties, any notice sent by one of them to the other shall be validly transmitted if it is sent to the addresses mentioned in this Convention.

(2) Any communication between the parties regarding the fulfilment of this Convention shall be sent in writing.

(3) Any written document shall be registered both at the time of transmission and at the time of receipt.

(4) If the notice is sent by mail, it shall be sent by registered mail with return receipt, and shall be deemed received by the addressee at the date mentioned on the return receipt.

(5) The communications between the parties can also be submitted by registering them at the other party's headquarters, by phone, fax or e-mail, provided that the receipt of the communication is acknowledged in writing.

(6) If the notice is sent by telex or fax, it shall be deemed received on the first working day after the day when it was sent.

(7) The verbal notices shall not be taken into account by any of the parties if they are not acknowledged by means of one of the methods set out in the previous paragraphs.

**Article 6.** This Convention shall be governed by the Romanian law.

**Article 7.** (1) Any possible disputes between the parties shall be amicably settled as far as possible.

(2) Before starting any dispute settlement procedure, the parties shall have the right to submit notices regarding the non-compliance with the provisions of this Convention.

(3) The amicable settlement to be expressly accepted in writing by the parties shall be recorded in a document to be an integral part of this Convention.

(4) If one of the parties does not appear within 5 days from the date mentioned in the request for amicable settlement, it shall be considered that it tacitly acknowledges the point of view of the other party(s) communicated in the notice for convening the meeting regarding the amicable settlement.

(5) If an amicable settlement is not possible, any dispute arising from or in connection with this Convention, including regarding its conclusion, performance or termination, shall fall under the jurisdiction of the common law courts in Bucharest.

**Article 8.** – The causes exonerating liability for the partial or total non-fulfilment of the obligations arising from this Convention in force majeure cases shall be those provided by Article 1.351 of Law No. 287/2009 on the Civil Code, republished, with its further amendments.

**Article 9.** This Convention shall be valid starting from the date when it is signed by all the signatory parties.

**Article 10.** – This Convention shall be an annex to the Contract on electric power supply, shall be an integral part of it, shall enter into force at the date of signing, and shall terminate by operation of law, without the intervention of a court, upon the termination of the Contract set out in point 3 of the preamble.

This Convention has been concluded today.....-S.C."Electrificare CFR"

S.A.,....., S.N.T.F.C. CFR Calători S.A. (RU) .....-C.N. C.F.

"CFR" S.A. in 3 (three) original copies, one for each signatory party.

S.C. „Electrificare CFR” -S.A. .... Compania Națională de Căi Ferate „CFR” - S.A.

CEO

CEO

DEPUTY DIRECTOR GENERAL

OPERATIONS DEPUTY DIRECTOR GENERAL

## **Annex No. 4 DETERMINATION OF THE ELECTRIC POWER QUANTITIES SUPPLIED**

**Article 1.** (1) The electric power consumed by the Consumer shall be determined in the asset delimitation points between the Consumer's systems and the systems of the manager of the railway contact line network.

(2) The delimitation points shall be:

- the collector shoes of the pantograph of the electric locomotives in case of the electric traction units;
- the clamps of the electric connections of the connection system to the railway contact line network in case of the fixed consumption places.

(3) For determining the electric power supplied to the Consumer, there shall also be added the electric power losses related to the supply of the railway contact line network, respectively to the systems between the delimitation points of the systems of the concessionaire distributors and the systems of the manager of the public railway infrastructure and the delimitation points as defined at Article 1 hereof.

**Article 2.** (1) The electric power quantities consumed by the Consumer shall be determined on the basis of the recordings/readings of the metering units.

(2) If the metering unit is not located in the asset delimitation point of the systems, there shall be added to the measured electric power the losses between the asset delimitation point and the metering unit, calculated in accordance with the Procedure for correcting the measured data as to the delimitation point approved by means of the ANRE Order in force.

(3) If the parties do not agree otherwise, for the mobile and fixed consumption places the Consumer shall ensure the monthly reading of the data recorded by the metering units and the transmission of the files and data related to the consumption.

(4) For the consumption places where the metering unit is out of order, the electric power quantities consumed shall be determined:

- proportionally to the railway services supplied with the help of unmetered locomotives on the contact line network in case of the mobile consumption places on the basis of the specific consumption of the Consumer in the last 3 months for which there are completed data;
- in accordance with the Procedure for determining the electric power consumption in the flat-rate system, approved by means of the ANRE Order in force in case of the fixed consumption places.
- in case of the new Consumers or those that do not hold metered locomotives, proportionally to the railway services supplied with the help of the Consumer's unmetered electric traction units on the basis of the average specific consumption calculated on the entire network in the last completed month.

**Article 3.** (1) For determining the electric power consumed in the fixed consumption places, the Consumer shall submit to the Supplier by the 10th day of the month following the consumption month the electric power consumption statement broken down by each consumption place and centralized, and determined in accordance with Article 2 of this Annex;

(2) The electric power consumption statement for the fixed consumption places shall be drawn up at the level of the Consumer's territorial subunits and by the manager of the contact line network, whereas the document shall be submitted by the 10th day of the month following the consumption month.

(3) By the same date - the 10th day of the month following the consumption month, for the mobile consumption places, the Consumer shall make available to the Supplier the following data filled in the templates supplied by the latter:

- a. the traction power consumption statement centralized for all the traction power units used by the RU'S Consumer along the entire railway network;
- b. the consumption files of the electric power meters on the electric traction units during the period of time between the 5th day and the 10th day of the next consumption month, before the centralizing statements;

c. the statement regarding the services of each unmetered locomotive or of each locomotive with a faulty meter during the relevant month, and the statement regarding the total services along the entire railway network, expressed in t.br.km.;

d. the electric locomotive hand-over minutes;

e. the metrological verification reports;

f. the meter sealing minutes.

(4) Upon the written request of the Supplier, within 3 working days from the request, the Consumer shall also submit to the Supplier other supporting documents related to the electric power consumption.

(5) The Consumer shall notify the Supplier as soon as possible after becoming aware of the failure of a metering unit.

(6) The non-compliance with the deadline for the submission of the electric power consumption statements shall be deemed a breach in bad faith of the obligations assumed by the Consumer, and shall be approached in accordance with the contract provisions, upon a 5- working day prior notice in this case.

**Article 4.** For determining the total quantity of electric power supplied to the Consumer, there shall be added to the consumed electric power the losses related to the supply of the railway contact line network proportionally to the achieved consumption, calculated as follows:

- a. there shall be determined the total losses related to the supply of the railway contact line network as the difference between the electric power consumed by the railway network and communicated by the concessionaire distributors and the total electric power consumed by the Consumers of the railway network as determined in accordance with this Annex;
- b. there shall be determined the weight of the electric power consumed by the Consumer from the consumption achieved by all the Consumers of the contact line network;
- c. there shall be determined the losses related to the supply of the railway contact line network to be allocated to the Consumer on the basis of the consumption weight determined at letter b.

**SUPPLIER,**

**CONSUMER,**

CEO

SUPPLY DIRECTOR

## **Annex No. 5 DETERMINATION OF THE SUPPLY PRICE AND THE EQUIVALENT VALUE OF THE ELECTRIC POWER**

**Article 1.** (1) - the weighted average price of the electricity purchased for the final customer corresponding to the delivery month;

- the counter value of the reactive electric energy registered by the grantee distributors related to the amount of active electric energy consumed according to the data communicated by the grantee distributors;

- the counter value of the electricity supply costs at the place of consumption related to the amount of active electric energy consumed according to the data communicated by the concessionaire distributors. During the term of the Supply Contract, the "Supply Price" in a total amount of 15.08 lei/MWh, excluding VAT, for the energy consumed during the period 01.01 - 31.12.2026 composed of the counter value of the supply costs of 14.64 lei/MWh and the profit share of 0.44 lei/MWh, except where the law provides otherwise, in which case priority will be given to the incidental legal framework that applies *ope legis*.

IN THE EVENT THAT:

**a** - THE LAW PROVIDES OTHERWISE, PRIORITY WILL BE GIVEN TO THE INCIDENTAL LEGAL FRAMEWORK THAT WILL PREVAIL OVER THE PROVISIONS OF THIS CONTACT;

**b** - DECISION NO. 2/24.10.2025 OF THE NATIONAL SUPERVISORY COUNCIL IN THE RAILWAY DOMAIN WILL BE SUSPENDED AND/OR ANNULLED BY THE COURT, THE PROVISIONS OF ART. 1, PARAGRAPH (1), LINE 3 OF ANNEX NO. 5 TO THE SUPPLY CONTRACT – DETERMINATION OF THE DELIVERY PRICE AND THE VALUE OF ELECTRICITY of this Contract will no longer be applicable starting from the date on which the decision to suspend and/or annul Decision no. 2/24.10.2025 will be enforceable, in which case the "Supply Price" will be applied by law in a total amount of 26.94 lei/MWh for the energy consumed during the period 01.01 - 30.06.2026 and 27.94 lei/MWh for the energy consumed during the period 01.07 - 31.12.2026, excluding VAT, a tariff that will replace the provisions of Art. 1, paragraph (1), line 3 of Annex no. 5 to the Supply Contract - DETERMINATION OF THE DELIVERY PRICE AND THE VALUE OF ELECTRICITY, without any other formalities being required in this regard.

(2) THE WEIGHTED AVERAGE ELECTRICITY PURCHASE PRICE FOR THE DELIVERY MONTH SHALL BE ESTABLISHED AS THE RATIO BETWEEN THE TOTAL COUNTER VALUE AND THE TOTAL QUANTITY OF ELECTRICITY PURCHASED FROM THE OPCOM SPECIFIC MARKETS.

(3) THE COUNTER VALUE OF THE ELECTRICITY DELIVERED TO THE CONSUMER IS DETERMINED AS THE PRODUCT BETWEEN THE DELIVERED ELECTRICITY QUANTITY DETERMINED ACCORDING TO ANNEX NO. 4 AND THE DELIVERY PRICE THEREOF.

(4) THE COUNTER VALUE OF THE REACTIVE ELECTRICAL ENERGY THAT FALLS TO THE CONSUMER IS INVOICED SEPARATELY;

**Article 2.** (1) The expenses determined by the mandatory tariffs corresponding to the regulations in force shall be added to the equivalent value of the electric power:

- a) the equivalent value of the expenses for the introduction in the transport network (Tg), if applicable;
- b) the equivalent value of the electric power distribution expenses;
- c) the equivalent value of the electric power transport and system expenses;
- d) the equivalent value of the expenses for the contribution to the high-efficiency cogeneration;
- e) the equivalent value of the expenses for the green certificates;
- f) the excise tax on electric power as set out in the fiscal legislation.

- g) the equivalent value of the CfD contribution to the CfD Counterparty by the CfD contribution payers - electricity consumers.
- (2) The tariffs set out at letters b and c shall apply to the values of the concessionaire distributors in case of fixed consumption places and of other consumption places for which the determination of the electric power supply area is certain.
- (3) For the consumption places other than those mentioned in paragraph 2 the levied tariffs shall be determined as follows:
- i. The equivalent value of the expenses of the consumption places set out in paragraph 2 shall be deducted from the total equivalent value of the expenses related to the tariff;
  - ii. The electric power supplied to the consumption places set out in paragraph 2 shall be deducted from the total quantity of electric power;
  - iii. The average price shall be determined on the basis of the reporting of the values determined in accordance with points i and ii.
- (4) During the validity period of the Contract, the Supplier shall have the right to introduce new elements for the calculation of the equivalent value of the electric power, if they are imposed by the amendments of the regulations in force. In these cases, the amendments shall be applied in accordance with the provisions of the Contract regarding the change in the circumstances.
- (5) In the calculation templates used for data processing, the number of decimal places shall be established by the Supplier in compliance with the provisions of the legislation specific to the energy and tax field.

SUPPLIER,

CONSUMER,

CEO

DEPUTUY DIRECTOR GENERAL

SUPPLY DIRECTOR

SUPPLY DIRECTOR

**Art. 1. (1)** During the term of the contract, for each month of delivery, in the first five days of the month following the month of consumption, the Supplier issues an estimated consumption invoice equal to the estimated equivalent of the quantity of electricity consumed by the Consumer calculated by applying the price of electricity consumed in the network in the last month invoiced in full to the average consumption made by the respective Consumer for a period of up to twelve months. This represents the “after delivery” invoicing method;

**(2)** In the absence of a consumption history, the quantity of electricity taken into account when issuing the estimated consumption invoice is the one contracted by the Consumer, the electricity price being the one applied in the network in the last month invoiced in full;

**(3)** calculated at the amount of 75% of the equivalent value of the quantity of electric power consumed by the Consumer in the last month for which the partial settlement invoice was issued in accordance with this Contract or the previous contract.

4) In the absence of a consumption history, the quantity of electricity taken into account when issuing the advance invoice is the one contracted by the Consumer, the electricity price being the one applied in the network in the last month invoiced in full;

**Article 2. . (1)** In the month following the contractual month of consumption, the Supplier issues a partial settlement invoice representing the difference between the partial equivalent value of the electricity consumption for the contractual month calculated according to the Contract and the equivalent value of the estimated consumption invoice or the equivalent value of the advance invoice, as the case may be, depending on the Consumer's option for the payment method.

**(2)** The invoice will be accompanied by a calculation note detailing the equivalent value of the electricity, the delivery price and the quantity of electricity.

**Article 3. (1)** After the suppliers of the services related to the electric power consumption have settled all the expenses imposed by the regulations in force (balancing, markets, consumption settlements, etc.), the Supplier shall issue a final settlement invoice representing the difference between the total final equivalent value of the electric power consumption for the contract month calculated in accordance with the Supply Contract and the equivalent value of the previously issued partial settlement invoice, in accordance with Article 2. During the validity period of the provisions of GEO 27/2022, the final settlement invoice shall be issued for the final price of the electric power consumed, pursuant to the provisions of GEO 27/2022.

**(2)** The invoice shall be accompanied by a calculation note containing the details of the equivalent value of the electric power, the supply price and the quantity of electric power.

**(3)** The reactive electric power shall be separately invoiced, and shall not be included in the final price.

**Article 4. Art. 4. (1)** The Consumer shall pay the Supplier the invoices issued in accordance with Art. 1, Art. 2 and Art. 3, within 15 (fifteen) calendar days from their upload through the national electronic invoice system RO e-Factura, administered by ANAF, except for the situation provided for in Art. 4 paragraph (2);

**(2)** If the Contract is concluded on a date which, by complying with the payment term provided for in paragraph (1), exceeds the date of commencement of delivery, the value of the advance invoice shall be paid by the Consumer within 5 (five) calendar days from the date of its upload through the national electronic invoice system RO e-Factura, administered by ANAF.

**(3)** In the event that the due date determined in accordance with paragraph (1) is not a financial day, the invoice shall be paid on the first financial day following this date.

**(4)** The invoice is considered paid by the Consumer on the date on which the payment appears as made in the Supplier's bank statement, or the date of the Minutes of the meeting issued by the Training Center for Industrial Personnel (CPPI) in the case of settlements made by compensation order.

(5) Upon request of the Supplier, the Consumer shall send to the Supplier, within a maximum period of 5 days, the supporting documents regarding the payment referred to in paragraph (4).

(6) The invoice issued by the Supplier shall be sent to the Consumer in electronic format to the e-mail addresses specified in Annex 9, and the due date shall be calculated from the date of upload through the national electronic invoice system RO e-Factura, administered by ANAF.

**Article 5.** Art. 5. For the settlement of the value of invoices issued by the Supplier in accordance with the provisions of this Agreement, the Parties agree to use the following payment instruments:

- a) payment order – when the operation is carried out through a bank;
- b) compensation order – when the operation is carried out only with the prior written consent of the Supplier obtained within the first 5 (five) business days from receipt of the invoice, and the compensation is completed by the due date for payment of the invoice; if the completion of the compensation exceeds the due date for payment of the invoice, the consumer will bear the penalties provided for in Art. 1 – Annex no. 8 of this Agreement.

**Article 6.** ((1) If an amount invoiced by the Supplier is contested in whole or in part by the Consumer, the latter shall submit a written note to the Supplier containing his objections, within 30 (thirty) days from the date of receipt of the invoice, and shall pay the amount remaining uncontested by the payment deadline. Invoices not contested by the Consumer within the period mentioned in this article shall be deemed accepted by the Consumer starting with the day immediately following the expiry of this period.

(2) The Consumer's objections exercised in compliance with the provisions of paragraph (1) of this article, with regard to the invoiced amounts presented in the written note, shall be reconciled between the parties within 5 (five) working days from the date of receipt of the claims formulated by the Consumer, following which the appropriate adjustments shall be made after the conciliation.

(3) For disputed amounts, but subsequently established amicably, owed by the Consumer, the latter shall pay, in addition to the amount owed, a penalty calculated according to the provisions of Annex no. 8.

(4) If, following the appeal, the invoiced amounts have been reduced, the Consumer shall be refunded any amounts and related penalties calculated in accordance with Annex no. 8, already paid, corresponding to the respective reduction.

(5) In this case, the Supplier shall issue a cancellation invoice (in red) for the amount by which the initial invoice has been reduced.

(6) No penalties shall be charged for the difference between the contested amounts and those established amicably or by the competent courts.

**Article 7.** The Consumer shall opt for the following payment option:

- 1) Advance payment (in accordance with Art. 1 paragraph (3) of the current Annex)
- 2) Payment after delivery (in accordance with Art. 1 paragraph (1) of the current Annex)

NOTE: upon conclusion of the Contract, the desired variant will be retained, the other variant being excluded by crossing out, the Parties expressing their consent in this regard, without the need to sign an additional act.

Art. 8. During the course of the Contract, the Parties may agree to change the payment method provided for in the Contract from the "advance" payment method to the "after delivery" payment method or vice versa only if the Consumer does not have outstanding debts towards the Supplier at the date of the request, in which case an additional act will be concluded in this regard.

SUPPLIER,  
CEO

FINANCIAL DIRECTOR

CONSUMER,

SUPPLY DIRECTOR

## **Annex No. 7 PENALTIES AND DAMAGES**

**Article 1.** (1) In case of the non-payment of the amounts owed by the Consumer within the contract payment deadlines set out in the Contract there shall be paid late payment interests as follows:

- a. the late payment interests shall be calculated for each day of delay starting from the day immediately following the payment due date and up to the date of the payment of the due amount, included;
- b. the late payment interest rate shall be 0.03% for each day of delay. It shall be correlated by concluding an Addendum whenever there occurs a change in the legal late payment interest which is set at the level of the reference interest rate of the National Bank of Romania plus 8 percentage points, in accordance with the provisions of Article 3(2<sup>1</sup>) of GO No. 13/2011 setting the penalty and remunerative legal interest for monetary obligations, as well as some financial and fiscal measures in the banking sector, with its further supplements and amendments.
- c. Escrow bank deposit;
- d. Escrow account with cash collateral.

(2) The financial guarantee shall meet cumulatively the following conditions:

- a) not to be revoked by the issuer and be executed by the supplier;
- b) expressly provide that it is issued in favor of the supplier solely to guarantee the obligations arising under the current contract;
- c) have a period of validity longer with 85 days than the period of validity of the supply contract;
- d) to be expressed in lei at the value set by the supplier.

(3) All fees and bank charges relating to the provision of payment guarantees shall be borne by the consumer.

(4) The value of the payment guarantees shall be as follows:

**FG = Vmz x Tpayment = ..... = ..... without VAT (..... lei with VAT), where:**

- Vmz - the average daily counter value of electricity consumed by the consumer in the last 12 months, respectively the estimated average daily counter value for the next 12 months, if there is no consumption history for the last 12 months, respectively ..... lei without VAT;

- Tpayment - the number of days between the start date of the contractual month and the date when the supplier may apply the measures to limit the access of the traction units to the railway contact network, respectively **50 days**, according to the provisions of the contract.

(5) The presentation term of the payment guarantees issued in accordance with paragraph (1) at the Supplier's premises shall be of at least 3 financial days prior to the first day of delivery of the electricity.

**Article 2.** (4) The value of the payment guarantees shall be as follows:

**FG = Vmz x Tpayment = ..... = ..... without VAT (..... lei with VAT), where:**

- Vmz - the average daily counter value of electricity consumed by the consumer in the last 12 months, respectively the estimated average daily counter value for the next 12 months, if there is no consumption history for the last 12 months, respectively ..... lei without VAT;

- Tpayment - the number of days between the start date of the contractual month and the date when the supplier may apply the measures to limit the access of the traction units to the railway contact network, respectively 50 days, according to the provisions of the contract.

(5) The presentation term of the payment guarantees issued in accordance with paragraph (1) at the Supplier's premises shall be of at least 3 financial days prior to the first day of delivery of the electricity.

(1) The supplier has the right to compare the value of the already established payment guarantees with the value of the actually consumed energy and to request their updating, but not earlier than 6 months, respectively 3 months, for new consumers from the date of constitution/date of last update.

(2) In case his consumption level justifies it, the Consumer can notify the Supplier for the updating of the payment guarantees. Within 5 (five) working days from the receipt of the respective request, the Supplier shall notify the Consumer of the updated value of the calculated payment guarantees.

**Article 3.** The Consumer is obliged to send the original documents to the Supplier attesting to the updating of the financial guarantee within 5 (five) days from the date of receipt of the update notification sent in accordance with the provisions of Art. 2.

**Article 4.** (1) If the consumer does not fulfill the payment obligations towards the supplier at contractual terms, the supplier is entitled to:

a) to notify the consumer of the intention to execute the payment guarantees at the end of 4 days from the payment deadline established by the notice of power interruption, issued according to art. 17 of the Contract;

b) to execute the financial guarantee constituted within the limit of the payment obligations unpaid upon the fulfillment of the term of electricity supply interruption established by the notice.

(2) If the amount of the debts is higher than the value of the guarantees, the provider shall execute the guarantee, and the remaining debts shall be recovered according to the legislation.

(3) The performance of the guarantees does not exonerate the consumer from paying the penalties calculated according to the Contract.

Art. 5. (1) In the case of total or partial execution of the guarantees, the supplier has the right to request their reconstitution at the initially calculated value, according to the contract by written notice.

(2) The consumer is obliged to send to the supplier the documents proving the reconstitution within 5 days from the receipt of the notification.

Art. 6. In the event that the guarantee has not been executed, the guarantee shall be returned to the Consumer within the period until which it was established, taking into account the Consumer's current debts.

SUPPLIER, CONSUMER,

CEO

FINANCIAL DIRECTOR

SUPPLY DIRECTOR



## **Annex no. 8 - PENALTIES AND DAMAGES**

**Article 1.** (1) The non-payment of the sums due by the consumer according to the contractual payment deadlines shall result in the payment of penalty interest, as follows:

- a. penalty interests shall be calculated for each day of delay starting from the day immediately following the due date and up to the date of payment of the due amount, including;
- b. The penalty interest rate is 0.04% for each day of delay.

(2) The total amount of the penalties may not exceed the value of the invoice.

(3) If after 5 days of applying the penalty interest the invoice has not been paid by the consumer, the supplier will issue a 5 working days notice to be sent to the consumer;

(4) The payment term for the invoices for penalty interest calculated for failure to pay the invoices issued by the Supplier within the term provided for in the Contract in accordance with the provisions of this Contract is 30 (thirty) calendar days, failure to comply with it allowing the supplier to issue a notice of interruption of the electricity supply, which is 5 working days.

(5) The consumer is fully responsible for any consequences resulting from the interruption of supply in the consumption locations.

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CEO

FINANCIAL DIRECTOR

SUPPLY DIRECTOR



**Annex no. 9 – DESIGNATED CONTACT PERSONS**

..... as Supplier

..... as a Consumer

SUPPLIER

CONSUMER

CEO