

**INDIVIDUAL CONTRACT ON THE SALE AND PURCHASE OF ELECTRICITY AND CROSS-BORDER TRANSMISSION CAPACITY RIGHTS  
(Long Form Confirmation)**

This Individual Contract is concluded on .....

And evidences the terms and conditions on the sale and purchase of electricity between:

**MET Romania Energy S.A.**, having its registered address at 93-95 Emanoil Porumbaru st., 1st floor, 1st district, Bucharest, established under the Romanian laws, registered at the National Trade Register Office under UIC: J40/5516/1996, with VAT nr. RO1877048, duly represented by Florin FRUNZA and Karoly Tamas MATRAI, as Directors,

- EIC Code: 30XROREFURO----E
- ACER Code: A0002171M.RO

(hereinafter referred to as “**Seller** ”

and

**MET SRB d.o.o.**, having its registered address at Bulevar Zorana Dindica 48b, 11070 Belgrade established under the Serbian laws, registered at the Trade Register under: 20952920, with VAT Nr. 108210366 duly represented by Ljubomir Nedeljkovic and Andras Nagy as managing directors,

- EIC Code: 34X-0000000032-J

(hereinafter referred to as “**Buyer.**” ),

jointly as “**Parties**”,

as regards the sale/purchase of electricity as described below. The Parties agree to promptly negotiate in good faith and to enter into as soon as reasonably possible a “General Agreement Concerning the Delivery and Acceptance of Electricity”, published as a sample by the European Federation of Energy Traders (“EFET”), the terms of which, upon its execution, will govern this Individual Contract and all existing and future Individual Contracts between the Parties for the sale and purchase of electricity. Upon mutual execution of that General Agreement, this Individual Contract and all Individual Contracts between the Parties shall be subject to, shall form an integrated part of, and shall constitute Individual Contracts (as defined therein) under that General Agreement. Until execution of that General Agreement, the Parties hereby agree to be bound by and thus incorporate by reference as applying to this Individual Contract the provisions of the General Agreement as published by EFET subject to the elections as set out under section “Elections to the General Agreement” below.

<i><b>Total Supply Period</b></i>		<b>From</b>	<b>To</b>	<b>Contract Capacity</b>	<b>Contract Price</b>
<b>First Date</b>	<b>Last Date</b>	<b>CET</b>	<b>CET</b>	<b>MW</b>	<b>RON/MWh</b>
<b>07/10/2021</b>	<b>31/12/2021</b>	<b>00:00</b>	<b>24:00</b>	<b>0÷25</b>	<b>RO DAM Prices + service fee</b>

Delivery Point (Trading zone)

Romania – Serbian border

Voltage Level:

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Excluded Holidays

None

Other arrangements

**Quantity:**

As nominated by the Buyer. The Seller agrees to accept and execute on a daily basis the Buyer's Requests for delivery of electricity purchased from DAM-OPCOM. Each separate request shall be sent

by the Buyer not later than two days before the delivery day (D-2) until 15:00 (CET) for **long term nominations** as stated in the DAM Order Management – Appendix 1, In case the delivery day is during the weekend the Buyer shall send the requests on Thursday, and for deliveries on Monday and Tuesday, the Buyer shall send the request on Friday. **For daily nominations** Buyer shall sell to the Seller his request one day before the delivery day (D-1) as stated in the Appendix 2 - DAM Order Management based on daily capacity rights.

The Buyer shall precisely indicate the delivery profile for respective day. There may be hours/days with 0 (zero) deliveries.

**Total quantity:**

The total quantity shall be settled at the end of the respective invoicing period, based on the relative Buyer's requests.

**Price:**

The DAM (Day Ahead Market) price for the respective quantities on OPCOM + service fee EUR/MWh (service fee). The Seller shall not bear the risk for the price resulting at the end of the relative OPCOM DAM session.

- **For long term capacity nominations (monthly or yearly)** depending on the traded volumes, the service fee will be adjusted in the range of 1.98 ÷ 4.2 RON/MWh (0.4 ÷ 0.85 EUR/MWh), as provided below:

For more than 6000 MWh/month: 1.98 RON/MWh (0.4 EUR/MWh);

Between 4800-6000 MWh/month: 2.47 RON/MWh (0.5 EUR/MWh);

Between 3600-4800 MWh/month: 2.96 RON/MWh (0.6EUR/MWh);

Between 2400-3600 MWh/month: 3.46 RON/MWh (0.7EUR/MWh);

Less than 2400 MWh/month: 4.20 RON/MWh (0.85EUR/MWh),

- **For daily capacity nominations** shall apply a service fee of 5 RON/MWh (1 EUR/MWh)

"hereinafter called Service fee".

**Tax:**

The agreed Price is exclusive VAT or other charges of any form. VAT shall be added by the Seller and paid by the Buyer in accordance with applicable legislation.

Seller shall pay all other fees, charges, taxes and other costs accruing up to the Delivery point whereupon the Buyer shall assume and repay all of these costs, fees, charges, taxes, etc.

MET Romania shall pay all other fees, charges, taxes and other costs (e.g. the equivalent value of the contract concluded with the customs commissioner) accruing up to the Delivery point whereupon the MET Serbia shall assume and repay to MET Romania in separate invoices all of these costs, fees, charges, taxes, etc.

**Payment Conditions:**

The Seller shall issue an invoice in RON, twice per month:

1. On every 13<sup>th</sup> on the month for all nominated quantity within first 15 days of month. The payment shall be done in the next financial day, on the bank account specified in the invoice.
2. With 2 financial days before last day of the month, for the period 16-last day of the month. The payment shall be done in the next financial day, on the bank account specified in the invoice.

**Transfer of Risk and Title:**

All rights of title and all risks, including rights of use, for the contract Quantity supplied, all risks relating thereto and the liability for the Contract Quantity shall pass from MET Romania to MET Serbia at the Delivery Po

**Limitation of Liability**

To the extent that the Seller fails to deliver (and such failure is not excused by the other Party's non-performance or Force major), the Buyer shall be paid a compensation. This compensation is calculated by multiplying (1) the difference (if positive) between the price at which the buyer acting reasonably is or would be able to purchase in the market the quantity of undelivered electricity and the Contract Price, by (2) the quantity of undelivered electricity. To the extent that the Buyer fails to accept (and such failure is not excused by the other Party's non-performance or Force major), the Seller shall be paid a compensation. This compensation is calculated by multiplying (1) the difference (if positive) between the Contract Price and the price at which the Seller is or would be able to sell the quantity of non-accepted electricity in the market acting reasonably, by (2) the quantity of the non-accepted electricity. Such compensation shall be increased by any incremental transmission and/or other costs incurred by the performing Party.

Nothing in the Individual contract operates to exclude or limit a Party's liability for:

- intentional default,
- fraud; or
- Any action which endangers the fundamental legal rights of a Party or which violates a Party's fundamental contractual obligation.

For the avoidance of doubt and subject to applicable law, each Party agrees that it has a duty to mitigate its Damages and covenants that it will use commercially reasonable efforts to minimise any Damages it may incur under or in connection with the Individual contract.

Termination for Material reason:

This transaction may be terminated by either Party (Terminating Party) for Material Reason with immediate effect at any time. A Material Reason is in particular given (i) if an amount due under this transaction has not been paid within 5 business days after having been reminded together with the threat of termination in writing by the Terminating Party (ii) if the other party is threatened to be affected by any kind of insolvency proceedings or (iii) if the other party resolves or starts measures that endanger the performance of the affected party in the good faith opinion of the Terminating Party.

For the purpose of this Individual Contract, § 10.5(c)(iv) of the

General Agreement shall apply and the applicable time period shall

be in respect of a Party, either i) zero (0) days, if a Party or its Credit Support Provider institutes such a proceeding or ii) in case that a third Party has instituted against a Party or its Credit Support Provider, one of the proceedings specified in § 10.5 (c) (iv) the applicable time period shall be fifteen (15) calendar days of the date on which the application of such proceeding came to the Party's knowledge.

In case of Termination for Material Reason, the terminating, non-defaulting party shall calculate the Termination Amount for outstanding and not to be performed quantities (plus unpaid amounts for delivered quantities) by applying those principles set forth in article "Limitation of Liability", first section, whereas the words "(if positive)" will be disregarded. This Termination Amount is due within five days after termination. Set-off with other transactions that are concluded in the same form as this one is permitted.

Notwithstanding the aforementioned Reasons, each of the Parties is entitled to terminate the current Individual Contract before 31.12.2021 by sending a written notice to the other Party at least 30 (thirty) days before the termination day.

#### Non-performance

In the event that the Seller fails to deliver the Contract Quantity in whole or in part in accordance with the terms of this Individual Contract and such failure is not excused by an event of Force Majeure or owing to circumstances for which the Buyer is responsible, the Seller shall pay to the Buyer as compensation for damages an amount equal to the positive difference only between the (economically appropriate) substitute purchase price at which the Buyer acting in a commercially

reasonable manner is or would be able to purchase the quantity of undelivered electricity and the Contract Price for the quantity of undelivered electricity (including any transmission costs and other reasonable and verifiable actual and direct costs and expenses incurred by the Buyer as a result of the Seller's failure to deliver). In the event that the Buyer fails in whole or in part to accept the contract quantity in accordance with the terms of this Individual Contract and such failure is not excused by an event of force majeure or owing to circumstances for which the Seller is responsible, the Buyer shall pay to the Seller as compensation for damages an amount equal to the positive difference only between the contract price and the (economically appropriate) substitute sales price at which the Seller is or would be able to sell the quantity of electricity not taken by the Buyer (including any transmission costs and other reasonable and verifiable actual and direct costs and expenses incurred by the Seller as a result of the Buyer's failure to accept). Any and all other capital damages are excluded. If the Seller is responsible for damages to persons or property his liability shall be limited to the extent to which the Seller is able to successfully recover such damages from the respective grid-operator under the respective balancing agreement. The remedies for non-performance shall be payable by the relevant party (defaulting party) to the other party (non-defaulting party) within three (3) Business Days following the receipt of demand and the invoice for payment of such remedies.”

**OTHER ARRANGEMENTS:**

Buyer agrees to assume all Cross Border Transmission Capacity costs on the RO-RS border. In case that the Buyer is unable to secure Cross Border Transmission Capacity for any given month, Buyer and Seller agree to discuss and to agree on any alternative routes for delivery of electricity from Romania to Serbia. The costs associated with the alternative delivery routes will be assumed by the Buyer.

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery of Electricity between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Governing Law: Romanian Law is applicable to this contractual relationship.

Dispute resolution:

Both parties agree to settle amicably any dispute or difference arising out of or connected with the transaction and any transaction entered into between the Parties. It is explicitly agreed between the parties herein that any remaining controversy or claim of any kind shall be finally settled according to the Rules of the Court of Arbitration at the Romanian Chamber of Commerce without recourse to the ordinary courts of law by three arbitrators, each Party having the right to nominate one arbitrator. The Court of Arbitration in accordance with the aforesaid Rules of Arbitration shall appoint the third arbitrator, who will act as chairman of the arbitral tribunal. The venue for the arbitration proceedings shall be in Bucharest.

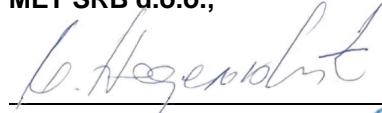
Miscellaneous:

Any amendments or additions to this transaction shall be made in writing and agreed by both Parties.

This Individual Contract (Long Form Confirmation) is signed in two (2) identical copies - one for each of the Parties and entered into force on 07.10.2021

Date: 07.10.2021

Date: 07.10.2021

**MET SRB d.o.o.,**

**Name: Ljubomir Nedeljkovic****Title: Managing director**

**Name: Andras Nagy****Title: Managing director****MET Romania Energy SA**

**Name: Florin Frunza****Title: Chief Executive Officer**

MATRAI  
KAROLY-  
TAMAS

Digitally signed by  
MATRAI KAROLY-TAMAS  
Date: 2021.10.14  
19:06:36 +03'00'

**Name: Karoly Matrai****Title: Chief Financial Officer**

Mariana-Alina Calugareanu Digitally signed by Mariana-Alina Calugareanu  
Date: 2021.10.14 18:33:08 +03'00'

**Name: Alina Calugareanu****Title: Chief Commercial Officer****Name: Ionela Ionescu**

IONESCU  
IONELA

Digitally signed by  
IONESCU IONELA  
Date: 2021.10.14  
19:11:32 +03'00'

**Title: Power Acquisition, Wholesale & Pricing Manager**

**Name: Anamaria Chiojdoiu**  
**Title: Legal Advisor**

Ana-Maria  
Chiojdoiu

Digitally signed by  
Ana-Maria Chiojdoiu  
Date: 2021.10.14  
18:40:43 +03'00'

**Appendix 1 - DAM Order Management**

No.	WHO	WHAT	WHEN
1	METSRB	Send to METRO daily schedules for D, for the import-export cross border trading quantities	D-2, until 15:00 CET
2	METRO	Receive from METSRB daily schedules for D, for the import-export cross border trading quantities	D-2, until 15:00 CET
3	METSRB /METRO	Upload on the Romanian/Serbian TSO platform the schedules METRO/ METSRB through BRP	D-1, until 8:00 CET
4	Serbian TSO	Check the schedules matching with the Romanian TSO, for D	D-1, until 8:30 CET
5	Romanian TSO	Check the schedule matching with the Serbian TSO, for D	D-1, until 8:30 CET
6	METSRB /METRO	Contact METRO/ METSRB, in case of mismatch, in order to recheck and correct the schedule for D	Immediately after mismatch appearance
7	METSRB /METRO	Correct the scheduled with METRO/ METSRB	Immediately after mismatch

			appearance
8	METSRB /METRO	Upload on the Romanian/Serbian TSO platform the corrected schedules confirmed with METRO/ METSRB	Immediately after confirming the correct schedule
9	Romanian& Serbian TSO	Recheck the schedule matching with the Romanian&Serbian TSO	Immediately after uploading the correct schedule
10	METRO	Offer for trading in DAM platform the quantities confirmed with METSRB (based on EFET agreement), for D	D-1, until 11:00 CET
11	METRO	Send the schedules according with DAM trading results to MET Romania BRP	D-1, until 13:00 CET
12	Romanian TSO	Upload the schedules on the Romanian TSO platform – DAMAS	D-1, until 15:00 CET

#### Appendix 2 - DAM Order Management based on daily capacity rights

No.	WHO	WHAT	WHEN
1	METSRB	Send to METRO daily schedules for D, for the import-export cross border trading quantities – day ahead	D-1, until 10:15 CET
2	METRO	Receive from METSRB daily schedules for D, for the import-export cross border trading quantities	D-1, until 10:15 CET
3	METRO	Offer for trading in DAM platform the quantities confirmed with METSRB (based on EFET agreement), for D	D-1, until 11:00 CET
4	METRO	Send the schedules according with DAM trading results to MET Romania BRP	D-1, until 12:00 CET
5	METSRB /METRO	Upload on the Romanian/Serbian TSO platform the schedules METRO/ METSRB through BRP	D-1, until 13:00 CET
6	Serbian TSO	Check the schedules matching with the Romanian TSO, for D	D-1, until 13:30 CET
5	Romanian TSO	Check the schedule matching with the Serbian TSO, for D	D-1, until 13:30 CET
6	METSRB /METRO	Contact METRO/ METSRB, in case of mismatch, in order to recheck and correct the schedule for D	Immediately after mismatch appearance
7	METSRB	Correct the scheduled with METRO/ METSRB	Immediately after mismatch

	/METRO		appearance
8	METSRB /METRO	Upload on the Romanian/Serbian TSO platform the corrected schedules confirmed with METRO/ METSRB	Immediately after confirming the correct schedule
9	Romanian& Serbian TSO	Recheck the schedule matching with the Romanian&Serbian TSO	Immediately after uploading the correct schedule
10	METRO	Offer for trading in DAM platform the quantities confirmed with METSRB (based on EFET agreement), for D	D-1, until 11:00 CET

D – delivery day

**Certificate Of Completion**

Envelope Id: 7F54F31155B24BCA8A56E6916ED56345	Status: Completed
Subject: Please DocuSign: MET Romania_ MET Serbia_RO__DAM_2021_GEM_5100842.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Anamaria Chiojdoiu
Time Zone: (UTC+01:00) Belgrade, Bratislava, Budapest, Ljubljana, Prague	Baarerstrasse 141
	Zug, Zug 6300
	anamaria.chiojdoiu@met.com
	IP Address: 79.115.63.182

**Record Tracking**

Status: Original	Holder: Anamaria Chiojdoiu	Location: DocuSign
10/14/2021 6:19:06 PM	anamaria.chiojdoiu@met.com	

**Signer Events**

Signer Events	Signature	Timestamp
Florin Frunza florin.frunza@met.com Chief Executive Officer - METRE MET Romania Energy SA Security Level: Email, Account Authentication (None)	<i>Florin Frunza</i>  Signature Adoption: Pre-selected Style Using IP Address: 62.204.121.189 Signed using mobile	Sent: 10/14/2021 6:21:36 PM Viewed: 10/14/2021 6:29:45 PM Signed: 10/14/2021 6:30:02 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

In Person Signer Events	Signature	Timestamp
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**Editor Delivery Events**

Editor Delivery Events	Status	Timestamp
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**Agent Delivery Events**

Agent Delivery Events	Status	Timestamp
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**Intermediary Delivery Events**

Intermediary Delivery Events	Status	Timestamp
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**Certified Delivery Events**

Certified Delivery Events	Status	Timestamp
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**Carbon Copy Events**

Carbon Copy Events	Status	Timestamp
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**Witness Events**

Witness Events	Signature	Timestamp
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**Notary Events**

Notary Events	Signature	Timestamp
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**Envelope Summary Events**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2021 6:21:36 PM
Certified Delivered	Security Checked	10/14/2021 6:29:45 PM
Signing Complete	Security Checked	10/14/2021 6:30:02 PM
Completed	Security Checked	10/14/2021 6:30:02 PM

**Payment Events**

Payment Events	Status	Timestamps
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