

16/12/26.08.2022

### Confirmation of Individual Contract

This confirmation (hereinafter referred to as: the "Confirmation") evidences and documents the terms of a fully integrated and binding agreement (an "Individual Contract") between:

**Terna Energy Trading d.o.o. Beograd**, having its registered office at Bulevar Arsenija Čarnojevića 70/8, 11070 Novi Beograd, Serbia, Registration code 20841290, Tax Identification No. 107634440 (hereinafter referred to as: the "Buyer") duly represented by Mr. Dimitrios Milionis and Mr. Vladimir Marjanovic

and

**Restart Energy One SA**, a company incorporated and existing under the laws of the Republic of Romania, registered in the Commercial Register under number J35/1297/2015, tax identification number RO 34583200, having its registered office at Timisoara, Gheorghe Doja Street, no.11, 2nd floor, jud. Timis, (hereinafter referred to as: the "Seller") duly represented by Armand Doru Domuta as General Manager

jointly as "Parties" and individually also as a "Party"-

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", Version 2.1(a) dated September 21, 2007 ("General Agreement"), published as a form 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 Sheet to the General Agreement" below.

If there is any inconsistency between the provisions of the general Agreement applicable and this Confirmation, this Confirmation will prevail for the purpose of this Individual Contract. Any capitalized terms used herein which are not defined in this Confirmation shall have the meaning set out in the General Agreement.

Contact for the Buyer: Vladimir Marjanovic  
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E-mail: [vladimir@proentra.com](mailto:vladimir@proentra.com)  
EIC Code Buyer: 34X-000000016-F

Contact for the Seller: Viorica Gheorghe  
Tel: +40734004192  
Fax: +40356414173  
E-mail: [viorica.gheorghe@restartenergy.ro](mailto:viorica.gheorghe@restartenergy.ro)  
EIC Code Seller (for scheduling): 30XRO-EFSA-----F

#### Delivery Schedule:

Total Supply Period		From CET	To CET	Contract Capacity MW	Contract Price Euro/MWh
First Date	Last Date				
01.09.2022	31.12.2022	00:00	24:00	diagram	95,00

**Delivery Point:** Romania-Serbia, CBTC to be provided by the Seller

**Price:** The price includes all costs up to Delivery Point, with exception of VAT

**Terms of payment:** Due date for payment is the 20<sup>th</sup> of each month following the delivery month

**Terms and Conditions:**

**Elections to the General Agreement**

Force Majeure:	For the purpose of this Individual Contract, § 7 (Non-Performance Due to Force Majeure) of the General Agreement shall apply.
Acceptance/Delivery Failure:	For the purpose of this Individual Contract, § 8 (Remedies for Failure to Deliver and Accept) of the General Agreement shall apply.
Termination for Material Reason	For the purpose of this Individual Contract, § 10 (Term and Termination Rights) of the General Agreement shall apply.
Winding-up/Insolvency/Attachment:	For the purpose of this Individual Contract, § 10.5(c)(iv) of the General Agreement shall apply and the applicable time period shall be zero (0) days, if a Party, its Credit Support Provider or Controlling Party <i>institutes</i> such a proceeding, zero (0) days, if a Party, its Credit Support Provider or Controlling Party has instituted <i>against it</i> any of the proceedings specified in § 10.5(c) (iv) and such Party, its Credit Support Provider or Controlling Party, as the case may be, is unable to pay its debts as they fall due, or is otherwise in a position which justifies the commencement of such insolvency proceedings and fourteen (14) calendar days in any other case and within this period the non-defaulting Party has the right to call for Performance Assurance according to § 17.1.
Limitation of Liability:	For the purpose of this Individual Contract, § 12 (Limitation of Liability) of the General Agreement shall apply.
Invoicing and Payment:	For the purpose of this Individual Contract, the provisions of § 13 (Invoicing and Payment) of the General Agreement shall apply and shall, for the avoidance of doubt, include § 13.3 (Payment Netting) and § 13.6(b), but exclude § 13.6(a).  The Default Interest for overdue payments provided for in § 13.5 of the General Agreement shall be the one month Euribor interest rate for 11.00 a.m. on the Due Date plus 5% (five percent) per annum.
VAT and other Taxes	For the purpose of this Individual Contract, § 14 (VAT and Taxes) of the General Agreement shall apply.
Confidentiality:	For the purpose of this Individual Contract, § 20 (Confidentiality) of the General Agreement shall apply.
Governing Law: Dispute Resolution:	Swiss Law Any dispute arising out or in connection with this Contract will be settled under the Settlement and Arbitration Rules of the International Chamber of Commerce in Paris by one or three arbitrators appointed in accordance with the said rules. The seat of the arbitration tribunal shall be in Wien, Austria, and the language of any arbitration proceedings will be English. The Parties agree that the arbitrators shall have no authority to award exemplary, punitive or consequential damages which may be available under the relevant applicable law and that damages will be limited to direct actual damages and costs.

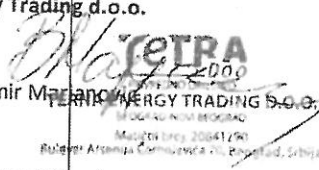
Terna Energy Trading d.o.o.

By: Director

Name: Vladimir Milonovic

By: Director

Name: Dimitrios Milonidis



Restart Energy One SA

By: General Manager

Name: Armand Doru Domuta

