

To: Financial Supervisory Authority - Financial Instruments and Investments Sector  
 Bucharest Stock Exchange  
 Regulated Market

From: IMPACT DEVELOPER & CONTRACTOR S.A.

17.01.2024

CURRENT REPORT

according to the provisions of Law No. 24/2017 on issuers of financial instruments and market operations and Regulation No. 5/2018 of FSA on Issuers of Financial Instruments and Market Operations

Important events to be reported: In accordance with the provisions of Art. 108 of Law No. 24/2017, as republished, and Art. 234 Letter i) of FSA Regulation No. 5/2018, IMPACT DEVELOPER & CONTRACTOR S.A. reports the conclusion of six new transactions with the affiliated party RCTI COMPANY S.R.L.

The value of the newly concluded transactions, cumulated with the value of previously concluded agreements, over a period of 12 months, exceeds both 5% of IMPACT DEVELOPER & CONTRACTOR S.A.'s net asset value related to the latest individual financial report and 10% of the net turnover related to the financial year 2023. The net value of mutual receivables is RON 7.036.407.

No.	Name of the affiliated party	Date and nature of the transaction	Object of the transaction	Value of the additional act/ transaction (without VAT)	Total aggregate value of the agreement (without VAT)	Mutual receivables	Established guarantees	Terms and payment modalities
1.	RCTI COMPANY S.R.L.	Additional Act No. 7/16.01.2024 to Contracting Agreement No. 1576 of 21 October 2022	construction works and interior and exterior fittings	- EUR 20,911	EUR 826,075	1% of the value of the works Guarantee for the warranty period: 1% of the Price of the Agreement in the currency and proportions in which the Price of the Agreement will be paid – 1% of the Price of the Agreement in the currency and proportions in which the Price of the Agreement will be paid withholdings for the Good Performance Bond	In stages, depending on the work actually carried out	for the Contractor there are penalties of 0.2% of the Price of the Agreement per day of delay for each individual Benchmark and 0.2% of the Price of the Agreement per day of delay for the completion of the works, limited to 10% of the Price of the Agreement, as well as additional penalties of EUR 50 per day of delay for late submission of the program, and for the Beneficiary there are penalties of 0.1% per day of late payment applied to

								the outstanding amount, but not more than 10% of the outstanding amount
Additional Act No. 7 to Contracting Agreement No. 1576 of 21 October 2022 decreases the value of the agreement from EUR 846,986 to EUR 826,075, the balance being EUR 20,911.								
2.	RCTI COMPANY S.R.L.	Additional Act No. 3/16.01.2024 to Contracting Agreement No. 1481 of 28.09.2022	Additional works	EUR 157,947	EUR 5,594,559	Guarantees during the execution period are 2.5% of the SGB and 2.5% retention of the value of each invoice. Guarantee for the warranty period: 2.5% of the Price of the Agreement by submitting an irrevocable and unconditional Bank Letter of Guarantee	In stages, depending on the work actually carried out	for the Contractor there are additional penalties of EUR 50 for each day of delay for late submission of the program for the Contractor there are penalties of 0.1% of the Price of the Agreement per day of delay for each individual Benchmark and 0.2% of the Price of the Agreement per day of delay for the completion of the works, limited to 10% of the Price of the Agreement for the Beneficiary there are penalties of 0.1% per day of late payment applied to the outstanding amount, but not more than 10% of the outstanding amount
Additional Act No. .3 to Contracting Agreement No. 1481 / 28.09.2022 increases the value of the agreement from EUR 5,436,612 to EUR 5,594,559, the balance being EUR 157,947.								
3.	RCTI COMPANY S.R.L.	Additional Act No. 5/16.01.2024 to Contracting Agreement No. 947 of 02.05.2022	additional works and deductions from the Agreement	- EUR 2,271	EUR 9,709,319	The Guarantee for the Warranty Period of the SGB of 2.5% of the Price of the Agreement will be valid for three (3) years from the signing date of the Certificate of Acceptance on Completion of the Works.  During the execution period the Contractor shall provide the following Good Performance Bonds: (i) Irrevocable, unconditional and first demand Bank Letter of Good Performance	In stages, depending on the work actually carried out	For each day of delay with respect to the interim deadlines corresponding to each Execution Phase set out in the Execution Schedule, the Contractor is obliged to pay the Beneficiary a delay penalty for non-compliance with the interim deadlines of EUR 3,000/day of delay. In case the Contractor exceeds the Completion Date, the late payment penalties are EUR 5,000/day of delay

						Bond of 2.5% of the Price of the Agreement; and (ii) Deposit - guarantee of 2.5% of the Price of the Agreement to be established by monthly deductions of 2.5% of the value of each SAL.		For each day of delay in providing the daily/weekly site log the Contractor will incur a penalty of EUR twenty (20)/day of delay. For each day of delay in leaving the site, as determined in accordance with the Agreement, the Contractor shall pay a delay penalty of EUR 5,000/day if the delay in payment exceeds twenty (20) Business Days calculated from the first day after the expiry date of the Grace Period, the Beneficiary undertakes to pay the Contractor delay penalties of 0.1% of the amount due and unpaid for each day of delay
Additional Act No. 5 to Contracting Agreement No. 947 of 02.05.2022 - the total value of the additional works (project modifications, quantity corrections, remedial works) is EUR 595,975.6 plus VAT and the value of the removed works (solution modifications, quantity corrections) is EUR 598,246.53 plus VAT so that the total value of the agreement decreases by EUR 2,270.94 plus VAT								
4.	RCTI COMPANY S.R.L.	Additional Act No. 9/16.01.2024 to Contracting Agreement No. 1597 of 24.08.2021	additional works and deductions from the Agreement	EUR 15,565	EUR 17,620,000	The Contractor provides the following guarantee for the Warranty Period: Bank Letter of Guarantee of 2.5% of the Price of the Agreement  During the execution period the Contractor shall provide the following Good Performance Bonds: (i) Irrevocable, unconditional, first demand Bank Letter of Good Performance Bond of 2.5% of the Price of the Agreement; and (ii) Deposit - guarantee of 2.5% of the Price of the Agreement to be established by monthly deductions of 2.5% of the value of each SAL	In stages, depending on the work actually carried out	The Contractor undertakes to pay the Beneficiary delay penalties for failure to meet the interim deadlines of EUR 3,000/day of delay.  If the Contractor exceeds the Completion Date, the delay penalty is EUR 5,000/day of delay.  For each day of delay in providing the daily/weekly site log the Contractor will incur a penalty of EUR twenty (20)/day of delay.  The Beneficiary undertakes to pay the Contractor delay penalties of 0.1% of the amount

								due and unpaid for each day of delay.
Additional Act No. 9 to Contracting Agreement No. 1597 of 24.08.2021. The total value of the additional works (project modifications, quantity corrections) is EUR 691,110.79 plus VAT and the value of the removed works (solution modifications, quantity corrections, exterior works not included in the initial agreement) is EUR 675,545.7 plus VAT so that the value of the agreement is increased by EUR 15,565 plus VAT. The total value of the agreement becomes EUR 17,620,000 + VAT								
5.	RCTI COMPANY S.R.L.	Additional Act No. 9/16.01.2024 to Contracting Agreement No. 107 of 20.01.2021	Additional works	EUR 9,109	EUR 4,161,651	The Contractor undertakes to provide Guarantees for the Warranty Period (as per AA_5 and AA_8) by submitting an irrevocable and unconditional Bank Letter of Guarantee of 2.5% of the Price of the Agreement.  During the execution period the Contractor shall establish the following Good Performance Bonds by establishing a security deposit of 5% of the Price of the Agreement to be established by monthly deductions of 5% of the value of each SAL.	In stages, depending on the work actually carried out	The Contractor undertakes to pay the Beneficiary delay penalties for failure to meet the interim deadlines of EUR 1,000/day of delay. In case the Contractor exceeds the Completion Date, the delay penalties are EUR 2,500/day of delay. For each day of delay in the provision of the daily/weekly site log, the Contractor will incur a penalty of EUR twenty (20)/day of delay which will be deducted by the Beneficiary from each SAL for the month following the month in which the penalties were applied. The Beneficiary undertakes to pay the Contractor delay penalties of 0.1% of the amount due and unpaid for each day of delay.
Additional Act No. 9 to Contracting Agreement No. 107 /20.01.2021 increases the value of the agreement from EUR 4,152,542 to EUR 4,161,651, the balance being EUR 9,109.								
6.	RCTI COMPANY S.R.L.	Additional Act No. 1 to Contracting Agreement No. 871 of 05.04.2022	additional works and deductions from the Agreement	-EUR 6,090	EUR 2,152,369	Guarantee for the warranty period, of 2.5% of the Price of the Agreement, will be valid for three (3) years from the signing date of the Certificate of Acceptance on Completion of the Works.	In stages, depending on the work actually carried out	For the Contractor: 0.15%/day of delay of the Price of the Agreement for each day of delay of the intermediate deadlines. In case the Contractor exceeds the Completion Date, the delay penalties are 0.15%/day of delay

						<p>The Guarantee for the Warranty Period shall be established by the Contractor to guarantee all the works carried out and shall be 2.5% of the final value of the Agreement.</p>		<p>of the Price of the Agreement. For each day of delay in the provision of the daily/weekly site log the Contractor will incur a penalty of EUR twenty (20)/day of delay. The Beneficiary undertakes to pay the Contractor delay penalties of 0.1% of the amount due and unpaid for each day of delay</p>
<p>The total value of the additional works is EUR 246,655 plus VAT and the value of the removed works (modifications of solutions, quantity corrections) is EUR 252,745 plus VAT so that the total value of the agreement decreases by EUR 6,090 plus VAT.</p>								

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