

Current Report according to Article 234(i) of the FSA Regulation no. 5/2018

Reporting date: 10.04.2024

Name of the issuing entity: Societatea Nationala NUCLEARELECTRICA S.A.

Registered office: 48, Iancu de Hunedoara Av, District 1, Bucharest

Phone/fax number: 021-203.82.00 / 021 - 316.94.00

Sole Registration Code with the Trade Register Office: 10874881 Order number:

J40/7403/1998

Subscribed and paid share capital: 3,016,438,940 Lei

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

To: Bucharest Stock Exchange

**Financial Supervisory Authority** 

#### Important event to be reported:

Societatea Națională Nuclearelectrica S.A. ("SNN") has concluded a legal act of the type referred to in Article 234 para. 1, lit. i) of ASF Regulation no. 5/2018 on issuers of financial instruments and market operations.

In accordance with Article 234 para. 1, lit. i) of ASF Regulation no. 5/2018, SNN reports the conclusion of a legal act whose value exceeds, cumulated with the transactions previously concluded with CANDU ENERGY MISSISSAUGA Cernavoda Subsidiary, 10% of the net turnover for the financial year 2022.

Details of the transaction entered into by SNN, relating to its subject matter, total amount, mutual claims, guarantees provided, terms and payment terms, are set out in Appendix 1.

Cosmin Ghita Chief Executive Officer

# Appendix 1 to the Current Report according to Article 234(1)(i) of the FSA Regulation no. 5/2018

#### Transaction no375/08.04.2024

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Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. MISSISSAUGA CERNAVODA SUBSIDIARY
Date of conclusion and legal	375/
deed number	
Nature of the legal deed	Addendum to the rental contract
Description of the subject- matter	Additional value of rental contract for use of space for residential purposes
Valoare tranzacție curentă	4.265,28 Euro
Mutual claims	Debts on 10.04.2024: 770,533.50 CAD (Candu Energy Inc). 495,773.58 Lei (Candu Energy Mississauga Sucursala Cernavoda) Receivables at 10.04.2024: 13.676,01 Lei (Candu Energy Mississauga Sucursala Cernavoda)
Securities established	Guarantees on 10.04.2024: CAD 42,968,379.74 (Candu Energy Inc) 3,368,320.50 Euro (Candu Energy Inc)
Payment terms and means	The rent will be paid monthly, by bank transfer, within 15 days from the date of registration of the fiscal invoice in the SPV e-invoice system.
Stipulated penalties	n/a
Information to determine effects	n/a

## Transaction no. 1704/20.12.2023

Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. (CEI)
Date of conclusion and legal	20.12.2023/1704
deed number	
Nature of the legal deed	Sectoral product contract
Description of the subject-	MID telescopic cylinder adapter assembly
matter	
Valoare tranzacție curentă	445.400 CAD
Mutual claims	Claims at 12.2023: 0 lei
	Debts at 12.2023: 732.392.138,89 lei
Securities established	Guarantees established on 20.12.2023:
	Performance guarantees = 89,977,026.81 lei and
	Advance payment guarantees = 73.597.806,99 lei
	Total guarantees = 163.574.833,80 lei
Payment terms and means	The Purchaser is obliged to pay the Supplier an advance payment of 133,620 CAD (30% of the contract price). The advance payment shall be paid within 30 days of receipt of the original invoice from the Supplier, subject to the submission of a bank guarantee for the refund of the advance and shall be valid for the duration of the contract + 30 days. The Purchaser shall pay the remaining 70% of the Contract price within a maximum of 30 days from the date of receipt of the products at CNE's premises, on the basis of the original invoice, the accompanying documents and the Receipt and Deficiency Notice.
Stipulated penalties	If, through its sole fault, the Supplier fails to meet the delivery deadlines, then the Purchaser is entitled to claim penalties of 0.1% of the contract price for each day of delay;  If the Purchaser fails to honour its payment obligations, then the Supplier shall be entitled to claim penalties of 0.1% for each day of delay in payment not made.
Information to determine effects	n/a

#### Transaction no. 1642/05.12.2023

Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. MISSISSAUGA CERNAVODA SUBSIDIARY
Date of conclusion and legal	05.12.2023/1642
deed number	
Nature of the legal deed	Addendum to the rental contract
Description of the subject-	Inchirierea spre folosință a spatiilor cu destinatie locuinta, cu suprafata totala de 199,97 mp
matter	
Valoare tranzacție curentă	13.509,97 Euro
Mutual claims	n/a
Securities established	n/a
Payment terms and means	The rent will be paid monthly, by bank transfer, within 15 days of receipt of the invoice.
Stipulated penalties	n/a
Information to determine	n/a
effects	

## Transaction no. 1607/28.11.2023

Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. (CEI) and CANADIAN COMMERCIAL
D	CORPORATION (CCC)
Date of conclusion and legal	28.11.2023/1607
deed number	
Nature of the legal deed	Sectoral contract for the supply of products and services
Description of the subject-	Supply of reactor components and retubing tools required for the refurbishment of the Unit 1
matter	reactor at Cernavodă NPP
Valoare tranzacție curentă	781.843.204 CAD
Mutual claims	
Securities established	
Payment terms and means	The purchaser will make payments under the contract as follows:
	Advance payment will be made as follows:
	(a) The Contractor may issue one or more invoices for advance payment equal to 30% of the
	Fixed Price corresponding to the Products, Engineering Services and Rework Tools respectively
	immediately or at any time after the Effective Date of the Contract;
	(b) The Purchaser shall make payment of the Advance Payments not later than 14 days after
	receipt of the Supplier's invoices for the Initial Advance Payment.
	All payments (except Initial Advance) shall be made within 30 days of receipt of invoice
Stipulated penalties	In respect of the Products and Retubing Tools covered by the contract, the Purchaser shall be entitled to claim penalties as follows:
	(a) for delays exceeding the applicable Reference Date by more than 30 Days but less
	than 60 Days - penalties of 0.15% of the price of the delayed Units shall apply for each Day of delay between 31 and 60 Days;
	(b) for delays exceeding the applicable Reference Date by more than 60 Days but less
	than 90 Days - penalties of 0.2% of the price of the delayed Units will apply for each Day of delay between 61 and 90 Days;
	(c) for delays exceeding the applicable Reference Date by more than 90 Days - penalties
	of 0.3% of the price of the delayed Units will apply for each Day of delay exceeding 90
	Days;.
	In respect of the Engineering Services covered by the contract, the Purchaser shall be entitled
	to claim liquidated damages (penalties) in the amount of 0.1% for each day of delay.
	If, through its sole fault, the Purchaser fails to perform any of the following obligations by the
	deadlines provided for in the Contract, then the Supplier shall be entitled to claim as liquidated
	damages, an amount equivalent to 0.2% per Day of delay in payment not made (in case of late
	payment) or 0.2% per Day of the value of the related Products, Tools or Services, from the
Information to determine	deadline provided for in the Contract until the date of actual performance of the obligation.
Information to determine	n/a
effects	

#### Transaction no. 1519/02.11.2023

Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. MISSISSAUGA CERNAVODA SUBSIDIARY
Date of conclusion and legal	02.11.2023/1519
deed number	
Nature of the legal deed	Addendum to the rental contract
Description of the subject-	Rental of 69.41 sq.m of space located in Pavilion 5, Cernavoda
matter	
Valoare tranzacție curentă	32.669,80 Euro
Mutual claims	n/a
Securities established	n/a
Payment terms and means	The rent will be paid monthly, in cash at CNE Cernavoda's cashier or by bank transfer, within
	15 days of receipt of the invoice.
Stipulated penalties	n/a
Information to determine	n/a
effects	

#### Transaction no. 1451/31.10.2023

Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. – CANDU ENERGY INC. (CEI)
Date of conclusion and legal	31.10.2023/1451
deed number	
Nature of the legal deed	Sectoral product contract
Description of the subject-	Enhanced "Grapple" equipment for complete unloading of fuel channels
matter	
Valoare tranzacție curentă	1.979.000 CAD
Mutual claims	
Securities established	
Payment terms and means	The purchaser undertakes to make payment as follows:
	The Purchaser shall pay the Supplier an advance payment in the amount of CAD 593,700
	(30% of the Contract Price). The advance payment shall be made within 15 days of receipt of
	the original invoice from the Supplier, subject to the submission of the Advance Payment
	Guarantee (Bank Guarantee Letter) issued by a bank in favour of the Purchaser and shall be
	valid 30 days after completion of the Contract. With the exception of the advance payment,
	the Purchaser, through CNE Cernavodă Branch, shall make the payment of the remaining 70%
	of the Contract price within 30 days of receipt of the invoice from the Supplier, based on the
	invoice and the Notice of Receipt and Deficiencies (NRCD).
Stipulated penalties	Supplier: 0.2% of the value of the delayed deliverable, per day of delay;
	Purchaser: 0.2% per day of delay in payment not made, until the date of actual payment
Information to determine	n/a
effects	

#### Transaction no. 1176/07.09.2023

Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. – CANDU ENERGY INC. (CEI)
Date of conclusion and legal	07.09.2023/1176
deed number	
Nature of the legal deed	Sectoral product contract
Description of the subject-	Services to implement heat transfer and vapor film cooling correlations in NUCIRC and
matter	CATHENA calculation codes for radial pressure tube deformations up to 6.8% and qualify
	these codes for ROP and crash analysis
Valoare tranzacție curentă	1.660.000 CAD
Mutual claims	
Securities established	
Payment terms and means	The Purchaser agrees to pay to the Provider an advance payment in the amount of \$498,000.00
	CAD representing thirty percent (30%) of the contract price, within 30 days of receipt of the
	original invoice from the Provider and subject to the posting of an advance payment bond

	issued by a bank or insurance company equal to the amount of the advance payment. The	
	advance payment guarantee will be valid 30 days after completion of the Contract. The	
advance payment shall be recovered by the Purchaser by withholding 30% of the invoices		
	to the Provider under this Contract.	
	(2) With the exception of the advance payment, the Purchaser, through the Cernavoda CNE	
	Branch, shall make the payment of the remaining 70% of the Contract price for the services	
	within 30 days of receipt of the invoice from the Provider, based on the invoice and the	
	Minutes of Receipt of Services (PVRS) for the services rendered and performed without non-	
	conformities, signed without observations by the representatives of the Purchaser's Cernavoda	
	CNE Branch.	
Stipulated penalties	Provider: 0.2% of the value of the delayed deliverable, per day of delay;	
	Purchaser: 0.2% per day of delay in payment not made, until date of actual payment	
Informații pentru determinarea	n/a	
efectelor		

## Transaction no. 631/01.05.2023

Contract dates	Contractual clauses laid down in the contract
Parties to the legal deed	SNN S.A. – CANDU ENERGY INC. (CEI)
Date of conclusion and legal	01.05.2023/631
deed number	
Nature of the legal deed	Sectoral product contract
Description of the subject-	Spare parts for telescopic cylinder assembly ball screw seals
matter	
Valoare tranzacție curentă	393.000 CAD
Mutual claims	
Securities established	
Payment terms and means	The Purchaser undertakes to pay the Supplier the price for the delivered products as follows:  - CAD 117,900 representing 30% of the contract price as an advance payment, based on the original invoice and the bank guarantee letter for the reimbursement of the advance payment issued by the supplier's bank;  - CAD 275,100 representing 70% of the contract price within a maximum of 20 days from the date of the Notice of Acceptance and Deficiency issued by CNE Cernavoda. Payment will be made only for compliant products; partial payments/deliveries are allowed.
Stipulated penalties	If the Supplier, through its exclusive fault, fails to fulfil its obligations to deliver the products in accordance with the agreed schedule, the Purchaser shall be entitled to calculate and deduct from the contract price, as liquidated damages, an amount equivalent to 0.1% per day of delay of the price of the unfulfilled obligations until their full performance. If the Purchaser, in its sole discretion, fails to pay invoices within the agreed time limit, fails to send the products covered by the contract or fails to issue the Receipt and Deficiency Declaration Note (NRCD) within the agreed time limit, then the Purchaser shall pay late payment or approval penalties amounting to 0.1% per day of delay of the contract price, until the date of actual payment
Information to determine effects	n/a

Total value cumulated with previous transactions	786.320.604 CAD
	50.445,05 EURO