



CURRENT REPORT

according to the provisions of Article 234 (1) (i) of Financial Supervisory Authority Regulation No. 5/2018 on the issuers of financial instruments and market operations

Date of report: **08.10.2026**

Name of issuing entity: **SNTGN TRANSGAZ SA**

Headquarters: **Mediaș, 1 Constantin I. Motaș Square, Sibiu County**

Telephone/fax number: **0269803333/0269839029**

Tax identification code: **RO 13068733**

Trade Register number: **J32/301/2000**

Subscribed and paid-up capital: **RON 1,883,815,040.00**

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

REPORTED EVENTS: legal acts of the type stipulated in Article 234(1)(i) of Financial Supervisory Authority Regulation No. 5/2018

According to Article 234 (1) (i) of Financial Supervisory Authority Regulation No. 5/2018 on the issuers of financial instruments and market operations , the National Gas Transmission Company Transgaz SA informs the shareholders and investors on two legal acts concluded with two legal acts concluded with cu ENGIE ROMÂNIA SA, the cumulative value of which, together with the value of transactions concluded with this same contracting party over the preceding 12 months, exceeds the threshold of 10% of the net turnover for the 2025 financial year.

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
1	ENGIE ROMÂNIA	Contract No. 41L 01.10.2026 –01.11.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	1.367.988,74
2	ENGIE ROMÂNIA	Contract No. 47 01.10.2026 – 01.11.2027	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations	36.713.136,46

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
			carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	
Total: 38.081.125,20				
Legal acts concluded previously with the same contracting party over the last 12 months				
3	ENGIE ROMÂNIA	Contract No. 2T 01.10.2026-01.01.2027	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	18.600.160,80
4	ENGIE ROMÂNIA	Contract No. 977L 01.10.2026-01.11.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	1.761.566,10
5	ENGIE ROMÂNIA	Contract No. 906L 01.08.2026-01.09.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	1.225.650,14
6	ENGIE ROMÂNIA	Contract No. 856L 01.07.2026-01.08.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	660.968,55
7	ENGIE ROMÂNIA	Contract No. 803L 01.06.2026-01.07.2026	The object of this contract consists of the provision of	4.108.797,00

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
			natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	
8	ENGIE ROMÂNIA	Contract No. 174T 01.07.2026-01.10.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	15.206.502,45
9	ENGIE ROMÂNIA	Contract No. 741L 01.05.2026-01.06.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	6.365.914,14
10	ENGIE ROMÂNIA	Contract No. 676L 01.04.2026-01.05.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	11.640.835,12
11	ENGIE ROMÂNIA	Contract No. 611L .03.2026-01.04.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	2.697.715,10

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
12	ENGIE ROMÂNIA	Contract No. 609L 01.03.2026-01.04.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	1.111.800,43
13	ENGIE ROMÂNIA	Contract No. 132T 01.04.2026-01.07.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	1.884.506,83
14	ENGIE ROMÂNIA	Contract No. 528L 01.02.2026-01.03.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	11.738.270,66
15	ENGIE ROMÂNIA	Contract No. 527L 01.02.2026-01.03.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	4.513.444,81
16	ENGIE ROMÂNIA	Contract No. 362L 01.01.2026-01.02.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the	12.616.972,42

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
			booking of transmission capacity through the NTS.	
17	ENGIE ROMÂNIA	Contract No. 361L 01.01.2026-01.02.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	7.209.121,92
18	ENGIE ROMÂNIA	Contract No. 296L 01.12.2025-01.01.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	24.656.694,49
19	ENGIE ROMÂNIA	Contract No. 295L 01.12.2025-01.01.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	11.876.603,75
20	ENGIE ROMÂNIA	Contract No. 78T 01.01.2026-01.04.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	51.782.777,54
21	ENGIE ROMÂNIA	Contract No. 77T 01.01.2026-01.04.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for	10.502.520,45

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
			or in connection with the booking of transmission capacity through the NTS.	
22	ENGIE ROMÂNIA	Contract No. 115L 01.11.2025-01.12.2025	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	6.244.761,60
23	ENGIE ROMÂNIA	Contract No. 101L 01.11.2025-01.12.2025	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	14.029.359,79
24	ENGIE ROMÂNIA	Contract No. 37L 01.10.2025-01.11.2025	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	955.479,61
25	ENGIE ROMÂNIA	Contract No. 48 01.10.2025-01.10.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	38.839.009,66
26	ENGIE ROMÂNIA	Contract No. 25T 01.10.2025-01.01.2026	The object of this contract consists of the provision of natural gas transmission services, meaning all activities and operations	21.448.435,14

No.	Contracting party	Date and nature of the transaction	Subject matter of the transaction	Value of the transaction (excluding the VAT) -RON-
			carried out by the TSO for or in connection with the booking of transmission capacity through the NTS.	
Total				281.677.868,50
Total cumulative value of the contracts over a period of 12 months				319.758.993,70

According to the contractual terms between SNTGN Transgaz SA and ENGIE ROMÂNIA, the guarantees established, the payment terms and methods, and the contractual penalties are as follows:

Guarantees:

Art. 14

(1) For the purpose of fulfilling their obligations under the Contract, either Party shall establish a guarantee for the other Party in accordance with the Network Code.

(2) For fulfilling the obligation under paragraph (1), the TSO shall provide the credit rating.

(3) The NU is exempted from the obligation to provide the payment guarantee to the TSO conditional on:

- a. the proof of a credit rating issued by one of the rating agencies agreed by the TSO or at least at the same level as that of the TSO, valid for the duration of the Contract;
- b. pays the transmission services in advance.

(4) If, during validity of this Contract, either the NU rating or the agency agreed by the TSO changes, the NU shall notify the TSO within 3 working days from the change and shall prove the fulfillment of its guarantee obligations under this Chapter no later than 5 working days from the change.

ART. 15

(1) The payment guarantee shall be submitted by the NU as:

- a. a letter of bank guarantee in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date (according to Annex 4); and/or
- b. a guaranteed account (collateral deposit) in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date and/or
- c. an escrow account in lei or the euro equivalent at the Central European Bank exchange rate on the guarantee issuing date.

(2) The TSO shall accept the letter of bank guarantee issued by a bank having a rating issued one of the following rating agencies: Standard&Poors, Moody's or Fitch, at least at the 'investment grade' level. The equivalence between the ratings of the three agencies is published on the TSO's website.

ART. 16

(1) If the NU proves the creditworthiness according to Art. 14 (3) (a), the TSO may, in certain justified cases, request the provision of a financial guarantee in accordance with Art. 15 or the advance payment of the payment obligations arising from the commercial relationship with the NU. The request for a guarantee or advance payment shall be made and explained in writing.

(2) For the transmission services, a justified case is considered the situation when the NU has a delayed payment for an amount of at least 10% of the value of the last invoice or of the amount of the partial payment obligations after having received a notification from the TSO in this respect.

B. Yearly and quarterly product

ART. 17

- (1) The NU shall submit to the TSO the financial guarantee according to (2) at least 5 working days before the start of the transmission service.
- (2) The level of the financial guarantee provided by the NU shall be equal to the average value of the estimated monthly invoice for the transmission services for the following period of use.
- (3) The financial guarantee established in accordance with (2) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.
- (4) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within 7 working days after the end of the booking period.
- (5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.
- (6) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.
- (7) If such advance payment does not cover the value of the settlement invoice for the respective month, the difference shall be paid by the NU on the invoice due date.
- (8) The NU may renounce the advance payment option provided it establishes a financial guarantee according to Art. 14 (3) or to Art. 15.

C. Monthly product

ART. 18

- (1) The NU shall submit to the TSO the financial guarantee according to (2) at least 3 working days before the start of the transmission service.
- (2) The level of the financial guarantee provided by the NU shall be equal to the value of the estimated monthly invoice for the transmission services for the following period of use.
- (3) The financial guarantee established in accordance with (2) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.
- (4) The NU may waive the option of establishing a transmission service guarantee by making advance payments. In this respect, the NU shall notify the advance payment option the TSO in writing, within two working days after the end date of the booking period.
- (5) The advance payment amount shall be equal to the monthly invoice amount for the transmission services for the following period of use.
- (6) The advance payment/advance payment invoice shall be compensated with the settlement invoice of the month for which the payment was made.
- (7) If such advance payment does not cover the value of the settlement invoice for the respective month, the difference shall be paid by the NU on the invoice due date.

D. Daily product

ART. 19

For the daily product, the payment shall be made in advance, within 24 hours following the acceptance and signature of the transmission contract and before the start of the transmission services in accordance with Article 7.

ART. 20

- (1) The payment guarantee issued according to Art. 17 (1) shall be valid starting from the bank day preceding the transmission service commencement date and shall cease on the 60th calendar day following the expiry date of the Contract.
- (2) If the level of the financial guarantee:
 - a. decreases by more than 5% below the level specified in Art. 17 (2), the NU shall supplement the financial guarantee accordingly;
 - b. is more than 5% above the level specified in Art. 17 (2), the TSO shall return to the NU the difference between the actual level of the guarantee and the one specified in Art. 17 (2).
- (3) The payment guarantee shall be adjusted within no more than 5 working days from the date of recording of the diminishing/increasing as compared to the level specified in Art. 17 (2).
- (4) The TSO shall be entitled to make claims against the guarantee under this Article within the limits of the damage incurred, unless the NU fulfills its contract obligations completely or partly or if it delays fulfilling such obligations.
- (5) Prior to making any claim against such guarantee, the TSO shall notify the NU on the non-fulfilled obligations.
- (6) The TSO shall send the guarantee execution notification by fax within 24 hours from the expiration of the period set at Art.23 (1) (a).
- (7) If the guarantee is executed partly or completely, the NU shall re-establish the guarantee within 5 days from execution.

Deadlines and means of payment:

ART. 6

- (1) The Network User shall pay the TSO the value of the booked transmission capacity, determined based on the capacity booking tariff applicable at the time the booked capacity can be used.
- (2) The TSO shall pay the Network User the value of the non-provided transmission capacity, determined based on the non-provided capacity tariff applicable at the time the Network User was unable to use the booked capacity.
- (3) The Network User shall additionally pay the Transmission System Operator, as applicable, the tariffs stipulated in the Network Code.
- (4) The tariffs referred to at paragraphs (1) and (2) are specified in Annex 1 hereto.
- (5) The TSO shall submit to the Network User, by the 15th day of the month following that in which the transmission service was provided, separate invoices (hereinafter referred to as "monthly invoices"), as applicable:
 - a. invoice related to the transmission services provided for the previous month;
 - b. invoice related to the tariff for booked capacity overrun, calculated in accordance with the provisions of Art. 99 of the Network Code, and/or the tariff for failure to use the booked capacity, calculated in accordance with the provisions of Art. 101 of the Network Code, as applicable;
 - c. invoice related to the additional capacity cost, calculated in accordance with the provisions of Art. 51 of the Network Code, resulted from the nomination by the Network User (NU) of a natural gas quantity exceeding the capacity booked by the NU at an entry point into the National Transmission System (NTS).
- (6) Where the NU chooses to pay in advance, the TSO shall issue and send to the NU, at least 5 calendar days before the start date of each month in which the services are provided, an invoice for advance payment, the amount of which is equal to the value of the booked capacity calculated for the period of the month in which the services are provided.
 - i. at least 5 calendar days prior to the start date of each month in which the services are provided, an invoice for advance payment, the amount of which is equal to the value of the booked capacity,

calculated for the period of the month in which the services are provided, plus the value of the volumetric component, calculated at the contractual capacity level for the same period;

- ii. within 15 working days of the end of the month in which the services are provided, an adjustment invoice, drawn up on the basis of the final allocation.

ART. 7

(1) Payment of the amounts due under the invoices referred to in Article 6(5) shall be made within 15 calendar days of the date of issue of the invoices. Where the due date falls on a non-working day, the deadline shall be deemed to have been met on the following working day.

(2) Payment of the amounts due under the invoices referred to in Article 6(6) shall be made by the date at which the transmission service commences, on the basis of the advance invoice issued for this purpose.

Penalties:

ART. 23

(1) Failure to meet the invoice payment obligation as stipulated at Art. 7 (1) shall incur:

- a. delay penalties related to the unpaid amount, equal to the delay interest due for failure to pay the budgetary obligations in due time, for each day of delay, starting with the 16th calendar day from the invoice issuing date until its full payment, the payment date included, or until the execution of the guarantee stipulated by the contract, in case of failure to meet the payment obligation within 15 calendar days from the maturity date;
- b. in case of failure to meet the payment obligation, the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the period of 15 calendar days foreseen at letter a);
- c. the limitation/interruption of the gas transmission service, with a prior notice of 3 calendar days, starting with the day following the day when the sum of the Nu imbalances exceeds the value of the balancing guarantees.

(2) If the due date or the day following the grace period expiration is a bank holiday, the terms foreseen at paragraph (1) shall be shifted accordingly.

ART. 24

If, upon TSO's request, the NU does not voluntarily return/does not use the booked and not used capacity transfer facility, thus the mandatory capacity transfer being applied, NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract expiry.

ART. 25

(1) The NU shall be entitled to request and receive an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code, in case TSO does not keep at NU's disposal the entire transmission capacity booked by the latter;

(2) If the amount in paragraph (1) does not cover the entire prejudice incurred, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice incurred when TSO does not meet its gas transmission services obligation as well as any other obligations established by this Contract.

**DIRECTOR - GENERAL
ION STERIAN**