

**SHARE SUBSCRIPTION FORM
FOR THE SHARE CAPITAL INCREASE OF
SN NUCLEARELECTRICA SA**

(Prospectus approved by Financial Supervisory Authority Decision no. 976/13.08.2020)

By and between:

SSIF a Romanian legal entity headquartered in
, Trade Register no.
, Tax Identification Number, investment company
 authorised by Decision no.
 registered with the Public Registry of
 under no., hereinafter referred to as “**Intermediary**”
 and

Surname and first name (including any other names used, e.g. pseudonym) _____, holder of Identity Bulletin <input type="checkbox"/> Identity Card (or its equivalent for foreign individuals) <input type="checkbox"/> Passport <input type="checkbox"/> Residence permit <input type="checkbox"/> EU Blue Card <input type="checkbox"/> Temporary/permanent identification document <input type="checkbox"/> series _____ no. _____, issued by _____, on _____ National Identification Number (or its equivalent for foreign individuals) _____ _____ place of birth _____ date of birth _____, citizenship _____, nationality _____, country of origin _____, residence for tax purposes _____, permanent home in _____, st. _____, no. _____, building _____, unit _____ floor _____, apt. _____, district/county _____, postal code _____ country _____, telephone _____, fax _____, e-mail _____, occupation _____, employer name (or nature of self-employment) _____, place of employment _____, public office held (PEP) _____, education high school <input type="checkbox"/> college <input type="checkbox"/> under-graduate <input type="checkbox"/> post- graduate <input type="checkbox"/> , purpose and nature of the business relationship _____, source of funds used in relationship to the Intermediary _____, beneficial owner of the funds <input type="checkbox"/>
YES <input type="checkbox"/> No – beneficial owner: Surname and first name (including any other names used, e.g. pseudonym) _____, holder of Identity Bulletin <input type="checkbox"/> Identity Card (or its equivalent for foreign individuals) <input type="checkbox"/> Passport <input type="checkbox"/> Residence permit <input type="checkbox"/> EU Blue Card <input type="checkbox"/> Temporary/permanent identification document <input type="checkbox"/> series _____ no. _____, issued by _____, on _____ National Identification Number (or its equivalent for foreign individuals) _____ _____ place of birth _____ date of birth _____, citizenship _____, nationality _____, country of origin _____, residence for tax purposes _____, permanent home in _____, st. _____, no. _____, building _____, unit _____ floor _____, apt. _____, district/county _____, postal code _____ country _____, telephone _____, fax _____, e-mail _____, IBAN _____ account opened with _____ bank, branch _____, occupation _____, employer name (or nature of self-employment) _____, place of employment _____, public office held (PEP)

graduate , purpose and nature of the business relationship _____, education high school college under-graduate post-graduate , source of funds used in relationship to the Intermediary _____.

Represented by (if appropriate): Legal representative: Ms. Mr. Surname and first name (including any other names used, e.g. pseudonym) _____, holder of Identity Bulletin Identity Card (or its equivalent for foreign individuals) Passport Residence permit EU Blue Card Temporary/permanent identification document series _____ no. _____, issued by _____, on _____ National Identification Number (or its equivalent for foreign individuals) _____ place of birth _____ date of birth _____, citizenship _____, nationality _____, country of origin _____, residence for tax purposes _____, permanent home in _____, st. unit _____ floor _____, apt. _____, no. _____, building _____, postal code _____ country _____, telephone _____, fax _____, e-mail _____, occupation _____, employer name (or nature of self-employment) _____, place of employment _____, public office held (PEP) _____, appointed representative by power of attorney no. _____ of _____ attached hereto.

Business name _____, legal form of incorporation _____, number, series and date of registration certificate or equivalent document _____, no. with the Trade Register (or the competent authority in the country of origin) _____, Tax Identification Number/VAT Number (or its equivalent for foreign legal entities) _____, LEI _____, subscribed share capital _____, paid-up share capital _____, type of ownership public, private, mixed, Group membership _____, legal entities in the group _____, type and nature of business tax purposes _____, residence for registered office/branch address in _____, st. _____, no. _____, building _____, floor _____, apt. _____, district/county _____, postal code _____, country _____, telephone _____, fax _____, e-mail _____, website _____, IBAN _____ account opened with _____ bank, branch _____, purpose and nature of the business relationship _____, source of funds used in relationship to the Intermediary _____.

Beneficial owner of the funds YES No – beneficial owner (including individual beneficial owners): Surname and first name (including any other names used, e.g. pseudonym) _____, holder of Identity Bulletin Identity Card (or its equivalent for foreign individuals) Passport Residence permit EU

Blue Card Temporary/permanent identification document series _____ no. _____, issued by _____, on _____

National Identification Number (or its equivalent for foreign individuals) _____, place of birth _____ date of birth _____, citizenship _____, nationality _____, country of origin _____, residence for tax purposes _____, permanent home in _____, st. _____, no. _____, building _____, unit _____ floor _____, apt. _____, district/county _____, postal code _____ country _____, telephone _____, fax _____, e-mail _____, IBAN _____ account opened with _____ bank, branch _____, occupation _____, employer name (or nature of self-employment) _____, place of employment _____, public office held (PEP) _____, education high school college under-graduate post-graduate , purpose and nature of the business relationship _____, source of funds used in relationship to the Intermediary _____.

Represented by (if appropriate):
 Legal representative: Ms. Mr. Surname and first name (including any other names used, e.g. pseudonym) _____, holder of Identity Bulletin Identity Card (or its equivalent for foreign individuals) Passport Residence permit EU Blue Card Temporary/permanent identification document series _____ no. _____, issued by _____, on _____

National Identification Number (or its equivalent for foreign individuals) _____, place of birth _____ date of birth _____, citizenship _____, nationality _____, country of origin _____, residence for tax purposes _____, permanent home in _____, st. _____, no. _____, building _____, unit _____ floor _____, apt. _____, district/county _____, postal code _____ country _____, telephone _____, fax _____, e-mail _____, occupation _____, employer name (or nature of self-employment) _____, place of employment _____, public office held (PEP) _____, holding the capacity of _____, according to: Articles of Association General Shareholders Meeting Resolution Board of Directors Decision Power of attorney , attachments (indicate the documents in proof of representative capacity: articles of association, decision of statutory body, e.g.: General Shareholders Meeting Resolution, Board of Directors Decision, Power of attorney, etc) o Custodian (if appropriate): _____, Arena custodian account no. _____

hereinafter referred to as “**Client**”, have agreed on the signing of this Subscription Form under the conditions below:

Art. 1 – SCOPE

1.1. The Intermediary will provide investment services on behalf of the Client, for the subscription by the client of newly-issued shares (“**New Shares**”) in the share capital increase (“**Offer**”) of **S.N. Nuclearelectrica S.A. (“Company” or “Issuer”)**, pursuant to the Simplified Prospectus of the share capital increase

(“Prospectus”), approved by the Financial Supervisory Authority (“FSA”), taking into account the Client’s participation in the Issuer’s share capital as of Record Date.

1.2. The Client will subscribe in the Offer in accordance with the provisions of the Prospectus and the legal provisions in force.

1.3. The Client and the Intermediary agree to pursue all the operations and transactions required for the subscription of New Shares hereunder in accordance with the legal provisions in force.

Art. 2 – SUBSCRIPTION FORM VALIDITY AND CANCELLATION

2.1. Subscriptions hereunder are possible only during the term of the Offer (“Subscription Term”), in accordance with the provisions in the Prospectus.

2.2. The contractual relationship between the Intermediary and the Client hereunder will terminate upon the closing of the Subscription Term, except when refunds are required subject to the terms and conditions of the Prospectus; in this latter case, contractual relationship between the Intermediary and the Client will terminate upon the reimbursement by the Intermediary of the relevant amounts.

2.3. Subscriptions hereunder will be subject to cancellation solely subject to the conditions in the Prospectus. When this Subscription Form can be cancelled according to the Prospectus or the applicable legal provisions and the Client wishes to cancel the same, the Client will fill out and submit a Subscription Cancellation Form in the same place where the Subscription Form was submitted, subject to the terms and conditions in the Prospectus. The subscriptions placed with the Intermediary will not be amended or cancelled under any other circumstances.

Art. 3 – CLIENT REPRESENTATIONS

3.1. The Client hereby declares on their word of honour, subject to the provisions of the Criminal Code concerning misrepresentation, and guarantees as follows:

(a) as of Record Date, the Client is a shareholder of S.N. Nuclearelectrica S.A.;

(b) the Client consents (and the consent is fully given), holds the capacity and the authorisations required to subscribe in the Offer and the subscriptions are not contrary to the legal, statutory, administrative or contractual provisions applicable to the Client and/or their business;

(c) the Client acknowledged and agrees to their classification as MiFID Retail client, thus benefiting from the highest level of protection in terms of the information, disclosure and notification requirements applicable to the Intermediary;

(d) if the Client is a legal entity, the Client and the authorised representative thereof hereby declare that the legal entity operates under the applicable laws, it is legally incorporated, holds all the authorisations required by law and pursues business in accordance with the provisions of the Articles of Association, under the law. The Client also declares that all the authorisations and resolutions of the statutory body for the approval of the subscriptions in the Offer (if any) have been given in accordance with the applicable legal and statutory provisions and the Intermediary will be immediately notified when any such resolution becomes invalid;

(e) the Client holds all the rights and authorisations required to perform transactions in financial instruments hereunder;

(f) the Client has read, acknowledged, understood and accepted the terms and conditions of the Offer and undertakes to observe the same, as they are detailed in the Prospectus and the annexes thereto; the Client also understands and undertakes the risks arising from the transactions in financial instruments and also understands that the investment risk arising from the transactions performed in their name and on their behalf will be that of the Client and no damages may be claimed from the Intermediary for loss caused as a result of investments in financial instruments;

(g) the Client is aware of the capital market laws and undertakes to observe the same and is fully and solely responsible for their own actions/inactions on the capital market;

(h) the Client understands and agrees that the information provided by the Intermediary with respect to the Offer may not be deemed investment advice given by the Intermediary;

(i) the Client understands and agrees that the amounts transferred by the Client to the Omnibus Account for the payment of New Shares will not be interest-bearing.

3.2. The Client hereby warrants that their representations and authorisations are valid both at the time when this Subscription Form is signed and throughout the validity thereof and the validity of the relationship with the Intermediary.

4. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. THE RIGHTS AND OBLIGATIONS OF THE INTERMEDIARY

(a) The Intermediary is entitled to refuse validation of a Client subscription when:

- (i) the Client provided insufficient, incomplete or incorrect information or documents or the said information and documents are in a form other than that established in the Subscription Form, Prospectus or the applicable law, or suspicions arise with regard to the genuineness and accuracy thereof;
- (ii) the Intermediary suspects the client may be involved in money laundering or terrorist financing;
- (iii) Client subscriptions fail to observe any of the provisions in the Prospectus; and/or
- (iv) the Client fails to observe any of the provisions in the Prospectus or any of the representations and/or obligations hereunder.

(b) the Intermediary will keep the confidentiality of the data and information concerning the Client of which they have become aware pursuant to this Subscription Form and the Prospectus and will disclose and use the same in accordance with the law;

(c) pursuant to the Prospectus, the Intermediary will open, operate and maintain in its records an Omnibus Account that will be used for collections and payments for operations with New Shares.

(d) the Intermediary will keep record of all the instructions, operations and documents that serve as evidence of changes in the Omnibus Account;

(e) When the amount transferred to the Omnibus Account is lower than the amount required for the subscription of the number of pre-emption rights attached to the shares specified held as of Record Date, as indicated in the Subscription Form, the Intermediary will consider a number of pre-emption rights corresponding to the amount actually paid.

4.2 THE RIGHTS AND OBLIGATIONS OF THE CLIENT

(a) The Client is entitled to subscribe New Shares within the Subscription Term, under the conditions set out in the Prospectus and this Subscription Form and undertakes the rights and the obligations arising thereunder, the subscription of New Shares, and the terms and conditions of this Subscription Form;

(b) the Client is entitled to withdraw their subscription in accordance with the provisions in the Prospectus, by filling out and submitting a Subscription Cancellation Form with the Intermediary, solely subject to the terms and conditions in the Prospectus;

(c) the Client hereby undertakes to subscribe in accordance with the provisions in the Prospectus and this Subscription Form and to pay/provide for the payment of the New Shares subscribed in accordance with the Prospectus. The Client also undertakes to make sure that the amounts required for the payment of the New shares subscribed would be transferred to the Omnibus Account no later than 12:00 p.m. on the last banking day during the Subscription Term, or otherwise, the subscription will be deemed invalid;

(d) When appropriate, the Client is entitled to receive: (i) any unallocated amount of money – within five (5) business days from the closing of the Subscription Term, (ii) the amounts paid for any invalid subscriptions – within five (5) business days from the closing of the Subscription Term, (iii) the amounts associated with any cancelled subscriptions – within five (5) business days from the date when the Client cancels the subscriptions (meaning five (5) business days from the date when the Intermediary received the complete and accurate Subscription Cancellation Form), provided that the Subscription Cancellation Form was submitted to the Intermediary in due time. Neither the Intermediary nor the Issuer will pay interest on such amounts. Payments will be made via bank transfers to the bank accounts indicated by the Client in this Subscription Form.

(e) The Client undertakes to pay the price of the New Shares subscribed net of any bank fees. The Client will take into account all the applicable bank fees as well as the time required for bank transfers;

(f) The Client undertakes to observe the manner in which the New Shares were allotted in accordance with the provisions of the Prospectus.

(g) When the Client delivers the documents accompanying the Subscription Form by post or courier service, in an envelope reading “for the share capital increase of SN Nuclearelectrica S.A.”, the documents should reach the Intermediary’s offices no later than 11:00 a.m. on the last day of the Subscription Term.

(h) The signing of this Subscription Form also accounts for the Client’s consent to the transfer of the pre-emption rights recorded in Section I of the pre-emption rights register.

Art. 5 – FEES AND OTHER EXPENSES

5.1. The Client subscribing in the Offer will not owe the Intermediary any fees in relation to the subscriptions.

5.2. When, at the time when the Subscription Form is signed, taxes or charges in relation to the subscription of New Shares apply, the Client hereby undertakes to incur and pay out such taxes, with no impact on the amount paid for the subscriptions.

The Intermediary undertakes no obligation to the Client to indicate whether such taxes or charges would be applicable or the amount thereof, the Client being solely liable for the determination thereof.

5.3. The Intermediary is under no obligation to advise the Client of other costs, including taxes, associated with the transactions in New Shares or the investment service provided, which are not payable through the Intermediary or not charged by the Intermediary.

Art. 6 – PAYMENT OF SUBSCRIBED SHARES

6.1. The Client will pay for all the shares subscribed and all the bank fees, as detailed in the Prospectus, to an Omnibus Account, IBAN **RO91BRDE450SV10313224500** opened with BRD – Groupe Societe Generale S.A., while also indicating the Client’s National Identification Number/Tax Identification Number, as a mandatory requirement. The subscription will be deemed valid at the time when the Omnibus Account is credited with the amount of the subscriptions, but no later than 12:00 p.m. on the last day of the Subscription Term.

6.2. Under the terms and conditions set out in the Prospectus, the Intermediary will pay the Client the amounts paid for the Shares subscribed, by bank transfer to the account indicated in this Subscription Form, as follows:

(i) the amounts paid for the Shares subscribed, if the Client subscription becomes invalid;

(ii) the amounts relating to the subscriptions cancelled in the event of the publication of an amendment to the Prospectus;

(iii) any amount which may be refunded under the law.

Art. 7 – DISPUTE RESOLUTION AND APPLICABLE REGULATIONS

7.1. The Parties will make attempts at resolving in an amicable manner the disputes arising between them in connection with the interpretation and/or performance of this Subscription Form.

7.2. When amicable resolution is not possible within 30 days, the dispute will be escalated to the competent courts.

7.3. The law applicable to this Subscription Form and any other obligations is the Romanian law.

Art. 8 – FINAL PROVISIONS

8.1. This Subscription Form will become invalid upon expiry of the time limit referred to in art. 2. Invalidity will not excuse the parties from the contractual obligations pertaining to them.

8.2. Communication in connection with this Subscription Form will take place in Romanian or English or, if information is provided in a foreign language (other than English), authenticated translations into Romanian will be provided by post, at the address indicated in the identification data above (unless neither of the alternatives below is checked):

E-mail: _____

By signing this Subscription Form, the Client expressly consents to its use as a means of communication with the Intermediary (for instructions, confirmations and other communications). At the request of the Client, the Intermediary will make available to the Client the specifications of the electronic signatures of the authorised signatories, provided that the Client opts for this means of communication.

Post, at the address indicated in the identification data above

By signing this Subscription Form, I hereby declare that, as of Record Date, I held a number of _____ shares issued by SN Nuclearelectrica SA, which conferred upon me a number of _____ pre-emption rights.

I agree to subscribe a number of _____ New Shares issued by S.N. Nuclearelectrica S.A., at the price of 10 RON per share (nominal value), subject to the terms and conditions in the Prospectus. I hereby also declare that, by subscribing shares, I understood and accepted the terms and conditions of the Prospectus approved by the Financial Supervisory Authority, as well as the terms and conditions herein.

Note: The maximum number of shares you may subscribe is determined by multiplying the number of pre-emption rights held by the number 0.000457740, with any decimal number result truncated to the nearest integer.

Consideration for the Shares subscribed, i.e. a total amount of RON _____ has been paid by bank transfer by payment order no. _____ of _____ from account IBAN _____ opened _____ with _____ bank, account holder (may not be other than the person indicated in this Subscription Form) _____, account holder National Identification Number/Tax Identification Number _____, accounting for full payment of the New Shares subscribed which I offer to purchase.

I hereby agree that any amount in excess of consideration paid for the New Shares subscribed or any amount which I may be refunded will be paid to the account indicated hereinabove.

The subscription will be deemed valid only provided that the Subscription Form is filled out and signed as appropriate, and all the documents required in the Prospectus are submitted at the offices of the Intermediary, as indicated in the Prospectus, or have been delivered by post or courier service at the offices of the Intermediary in Bucuresti, Bd. Dacia, Nr. 20, Cladirea Romana Offices, Et. 4, Sector 1, cod postal 010412, while the Omnibus Account has been credited with the amount corresponding to the subscription.

In the event of payment by bank transfer, please take into account that the standard settlement cycle may take up to 2-3 business days.

All the bank fees associated with the payments made by the Client in either of the cases above will be incurred by the Client.

By signing this Subscription Form, the shareholder consents that the personal data controller (the Intermediary) will process their personal data and other information provided, for the purpose of developing a client database and as part of the relationship established between the personal data controller and the competent authorities and/or other entities where the availability of databases is a legal requirement, pursuant to Regulation no. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Signed this day, _____, hour, minute and second: _____: _____: _____ in 2 original counterparts, one for each party: one for the client and one for the Intermediary.

Surname and first name
Intermediary representative
Signature and stamp

Surname and first name
Client/Representative
Signature (and stamp)