



NUCLEARELECTRICA

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

Reporting date: 21.12.2023

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 INC., 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**

Societatea Nationala NUCLEARELECTRICA S.A.

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

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 deed number	20.12.2023/1704
Nature of the legal deed	Sectoral product contract
Description of the subject-matter	MID telescopic cylinder adapter assembly
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. 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 CORPORATION (CCC)
Date of conclusion and legal deed number	28.11.2023/1607
Nature of the legal deed	Sectoral contract for the supply of products and services
Description of the subject-matter	Supply of reactor components and retubing tools required for the refurbishment of the Unit 1 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;

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	<p>(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;</p> <p>(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;.</p> <p>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 deadline provided for in the Contract until the date of actual performance of the obligation.</p>
Information to determine effects	n/a

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 deed number	31.10.2023/1451
Nature of the legal deed	Sectoral product contract
Description of the subject-matter	Enhanced "Grapple" equipment for complete unloading of fuel channels
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 effects	n/a

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 deed number	07.09.2023/1176
Nature of the legal deed	Sectoral product contract
Description of the subject-matter	Services to implement heat transfer and vapor film cooling correlations in NUCIRC and 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

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	advance payment shall be recovered by the Purchaser by withholding 30% of the invoices due 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 efectelor	n/a

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 deed number	01.05.2023/631
Nature of the legal deed	Sectoral product contract
Description of the subject-matter	Spare parts for telescopic cylinder assembly ball screw seals
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

Transaction no. 357/20.03.2023

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 deed number	20.03.2023/357
Nature of the legal deed	Sectoral service contract
Description of the subject-matter	Assessment and inspection services for the lifetime assessment of Unit 2 of Cernavodă NPP - Feeders Assembly in Planned Shutdown 2023
Valoare tranzacție curentă	4.143.591 CAD
Mutual claims	
Securities established	
Payment terms and means	The Purchaser shall pay to the Provider an advance payment of 20% of the Contract Price, within 15 working days from the date of receipt of the Provider's advance invoice accompanied by a guarantee for the payment of the advance issued by a bank or insurance company, with a value at least equal to the amount of the advance, and conditional upon the provision by the Provider of a guarantee for the good performance of the contract. During the

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	<p>performance of the contract, the advance shall be recovered by the Purchaser from the invoices issued by the Service Provider, i.e. a minimum percentage of 20%, proportional to the amount of the advance, shall be recovered from each invoice issued.</p> <p>With the exception of the advance, payments shall be made within 30 days of receipt of the Provider's invoice for the services rendered. The Provider will issue invoices only after receiving from CNE Cernavoda the Minutes of Receipt of Services (PVRs) corresponding to the services performed and completed without non-conformities and signed without objections by CNE Cernavoda representatives.</p>
Stipulated penalties	<p>Contractor: 0.2% per day of delay on the value of the delayed deliverable, but not more than 10% of the Contract value.</p> <p>Purchaser: 0.2% per day of delay in payment not made by the date of full payment, but not more than 10% of the Contract value.</p>
Information to determine effects	n/a

Transaction no. 283/20.03.2023

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 deed number	20.03.2023/283
Nature of the legal deed	Sectoral service contract
Description of the subject-matter	Nuclear safety analysis services to demonstrate the compliance of the Cernavodă NPP Unit 1 design with the overall nuclear safety objective, as set out in Article 4 of the Basic Safety Standards NSN 21
Valoare tranzacție curentă	1.298.000 CAD
Mutual claims	
Securities established	
Payment terms and means	<p>The Purchaser, through CNE Cernavoda Branch, will make the payment for the services within 30 days from the receipt of the invoice from the Provider, based on the invoice and the Minutes of Receipt of Services for the services performed and completed without non-conformities, signed without observations by the representatives of CNE Cernavoda Branch.</p> <p>The Purchaser shall pay the Contractor an advance payment of CAD 286,309, representing 25% of the fixed price of the Contract, within 30 days of receipt of the invoice from the Contractor and subject to the submission of a guarantee for the advance payment issued by a bank or insurance company equal to the amount of the advance payment, i.e. CAD 286,309.</p>
Stipulated penalties	<p>Provider: 0.2% per day of delay on the value of unfulfilled obligations, but not more than 10% of the contract value.</p> <p>Purchaser: 0.2% per day of delay on the value of unfulfilled obligations, but not more than 10% of the contract value</p>
Information to determine effects	n/a

Transaction no. 277/02.03.2023

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 deed number	02.03.2023/277
Nature of the legal deed	Sectoral service contract
Description of the subject-matter	Engineering services for the preparation of: (i) technical specifications and design documentation for refurbishment activities requiring the procurement of equipment/components with long manufacturing lead times and for complex activities with long design lead times; (ii) technical documentation required to start the process of obtaining the construction permit for the infrastructure necessary for the execution of the Unit 1 reactor refurbishment activity
Valoare tranzacție curentă	65.470.000 CAD
Mutual claims	
Securities established	

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Payment terms and means	The Purchaser shall pay to the Contractor an advance payment of 15% of the Contract Price, within 15 working days of receipt of the Contractor's invoice and subject to the submission of two advance payment guarantees, each issued by a bank or insurance company. During the execution of the Contract, payments shall be made in instalments, once every 2 months, for the Deliverables prepared by the Contractor and received by the Purchaser by means of a centralised Service Receipt Record (PVRS) drawn up within a maximum of 10 days from the end of each 2 month period of the Contract. All payments (with the exception of the advance payment) shall be made within 15 days of receipt by the Purchaser of the invoice issued by the Service Provider, based on the PVRS.
Stipulated penalties	Provider: 0.2% per day late for Deliverables in Annex 1.2. Penalties of 0.1% per day late for Deliverables in Annex 1.1. Purchaser: 0.2% per day of delay in late/unpaid payment. For both parties, the cumulative amount of penalties shall not exceed 25% of the Contract Price.
Information to determine effects	n/a

Total value cumulated with previous transactions	857.232.195 CAD
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