



NUCLEARELECTRICA

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

Date of report: 28.08.2024

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

Headquarters: Bulevardul Iancu de Hunedoara 48, Bucharest

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

Single Code of Registration with the Office of the Trade Register: 10874881

Number of registration with the Trade Register: J40/7403/1998

Share capital subscribed and paid up: 3,016,438,940

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

**To: Bucharest Stock Exchange
Financial Supervisory Authority**

Important event to report:

Societatea Nationala Nuclearelectrica S.A. (“SNN”) executed a legal instrument of the type of those provided at Article 234(1)(i) of the FSA Regulation no. 5/2018 on issuers of financial instruments and market operations.

In accordance with Article 234(1)(i) of the FSA Regulation no. 5/2018, SNN reports execution of a legal instrument the total amount of which, added to that of the transactions closed before with CANDU ENERGY INC., exceeds 10% of the net turnover for the to the 2023 financial year.

Details about the transaction closed by SNN, its subject-matter, total amount, mutual claims, lodged securities, payment terms and methods are included in Appendix 1.

**Cosmin Ghita
Chief Executive Officer**

Societatea Nationala NUCLEARELECTRICA S.A.

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Registered with the Trade Register under number: J40/7403/1998, Tax Identification Number: 10874881,

Share capital subscribed and paid up: RON 3,016,438,940.

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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. 1287/27.08.2024

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. – CANDU ENERGY INC. (CEI)
Date of conclusion and deed number	/1287
Nature of the legal deed	Addendum to Sectoral Services Agreement no. 504/07.04.2022
Description of the subject-matter	Adjustment of unit rates - Complete services (engineering and implementation) for Cernavoda NPP Unit 1, for the maximum movement of the free edge of certain fuel channels and change in the design of the fuel channels to ensure a sufficient operating edge up to 245,000 EFPH
Current transaction value	CAD 129,740.96
Mutual claims	Mutual claims at 27.08.2024: 516 lei Debt at 27.08.2024: 5,993,331 lei
Securities established	Securities at 27.08.2024: 181,186,186 lei (SGB)
Payment terms and means	<p>The Purchaser shall pay the Provider an advance of 15% of the fixed component of the Contract Price, in not more than 15 business days of receiving the Provider’s invoice, accompanied by advance payment security issued by a banking institution or an insurance company for an amount equal at least to the advance amount, and conditional upon the Provider setting up the Performance Security for the Contract. During the performance of the Contract, the advance shall be recovered by the Purchaser from the invoices issued by the Provider, i.e. at least 15% shall be recovered from each invoice issued, pro-rata to the advance amount.</p> <p>Except for the advance payment, payments under the Contract shall be made within 30 days from the receipt of the Provider’s invoice for the services rendered. The Provider shall only issue invoices after receiving the Services Taking-Over Protocol (PVRs) for the services performed and completed without nonconformities from Cernavoda NPP, and signed without objections by the representatives of Cernavoda NPP.</p> <p>By exception, for the components required for the implementation of the Positioning Assembly Project Modification, the invoice will be sent to Cernavoda NPP together with the respective components, and the payment will be made within 30 days from the issuance by Cernavoda NPP of the corresponding acceptance document, confirming the acceptance of the products by Cernavoda NPP representatives.</p> <p>Invoices shall be due and payable within the aforementioned 30-day period unless the Purchaser disputes the invoiced amount. In this case, the Purchaser shall notify the Provider of the disputed amount and the reason for the dispute within 30 days and the parties, acting reasonably, shall endeavour to resolve the dispute within 3 to 5 business days. After resolution of the dispute, the Purchaser shall promptly pay any amounts agreed as due to the Provider. For clarification, if an invoice contains both disputed and undisputed amounts, the Purchaser will pay all undisputed amounts within 30 days of receipt of the invoice.</p>
Stipulated penalties	If, through its sole fault, the Provider fails to deliver the Deliverables, then the Purchaser shall be entitled to claim payment and invoice

	<p>penalties of 0.2% per day of delay on the value of the delayed Deliverable.</p> <p>If the Purchaser fails to perform its payment obligations within the term agreed, then the Provider has the right to ask and the Purchaser must pay, as penalties, an amount equivalent to 0.2% per day of delay of the unpaid amount, until the actual payment date.</p> <p>The maximum total liability of either party for penalties shall not exceed 20% of the Contract Price.</p>
Information to determine effects	n/a

Transaction no. 731/22.05.2024

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. – CANDU ENERGY INC. (CEI)
Date of conclusion and deed number	22.05.2024/731
Nature of the legal deed	Addendum to Sectoral Services Agreement no. 277/02.03.2023
Description of the subject-matter	Supplementation of subject-matter of the contract - Engineering services for writing: (i) technical specifications and the design documentation for the refurbishment activities that require acquisition of equipment/components with a long manufacturing time, and for complex activities with a long design time; (ii) the technical documentation required to commence the process for obtaining the building permit for the infrastructure needed to retube the reactor of Unit 1
Current transaction value	EUR 14,296,320
Mutual claims	<p>Debts as at 23 May 2024:</p> <p>CAD 6,066,632.11 (Candu Energy Inc)</p> <p>EUR 515,132.03 (Candu Energy Inc)</p> <p>RON 4,365,240.97 (Candu Energy Cernavoda Branch)</p> <p>Receivables as at 23 May 2024:</p> <p>RON 6,908.75 (Candu Energy Cernavoda Branch)</p>
Securities established	<p>Securities established as at 23.05.2024:</p> <p>CAD 44,041,179.74 (Candu Energy Inc)</p> <p>EUR 3,368,320.50 (Candu Energy Inc)</p>
Payment terms and means	The Purchaser shall advance 15% of the Price of Addendum no. 3 to the Provider, in not more than 15 business days of receiving the Provider's invoice, conditional upon submission of an advance payment security, issued by a bank institution or an insurance company, equal to the value of the advance. During the performance of the Contract, the advance shall be recovered by the Purchaser from the invoices issued by the Provider, i.e. at least 15% shall be recovered from each invoice issued, pro-rata to the advance amount. During performance of the Contract, payments shall be staged out, once every 2 months, for the Deliverables prepared by the Provider and taken over by the Purchaser under a spreadsheet-type Services Taking-Over Protocol (PVRS) executed in not more than 10 days of the end of each 2-contract month period. All payments (save for the advance) shall be made within 15 days of the Purchaser receiving the Provider's the invoice, based on the PVRS.
Stipulated penalties	<p>Provider: 0.2% per day of delay for the Deliverables listed in Appendix 1.2. Penalties of 0.1% per day of delay for the Deliverables listed in Appendix 1.1.</p> <p>Purchaser: 0.2% of the not made/late payment per day of delay. For both parties, the aggregate amount of the penalties may not exceed 25% of the Contract Price</p>
Information to determine effects	n/a

Transaction no. 493/22.04.2024

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC.
Date of conclusion and deed number	493/22.04.2024
Nature of the legal deed	Subsequent agreement no. 1 to framework agreement no. 492
Description of the subject-matter	Assessment and inspection services for assessment of the lifetime of Unit 1 of Cernavoda NPP – Feeder Set in the Scheduled Shutdown 2024
Current transaction value	Estimated price: CAD 7,101,053
Mutual claims	Receivables as at 22 April 2024: RON 0.00 (Candu Energy Cernavoda Branch) Debts as at 22 April 2024: CAD 770,533.50 (Candu Energy Inc) RON 495,773.58 (Candu Energy Cernavoda Branch)
Securities established	Securities established as at 22.04.2024: CAD 42,968,379.74 (Candu Energy Inc). EUR 3,368,320.50 (Candu Energy Inc)
Payment terms and means	<p>The Purchaser shall pay the Provider an advance of 30% of the value of the fixed component of the subsequent contract Price, in not more than 15 business days of receiving the Provider’s advance invoice, accompanied by advance payment security issued by a banking institution or an insurance company for an amount equal at least to the advance amount, and conditional upon the Provider setting up the Performance Security for the subsequent Contract.</p> <p>Save for the advance, payments under the subsequent contract shall be made within 30 days of receiving Provider’s the invoice for the services rendered. The Provider shall only issue invoices after receiving the Services Taking-Over Protocol (PVRS) for the services performed and completed without nonconformities from Cernavoda NPP, signed without objections by the representatives of Cernavoda NPP.</p>
Stipulated penalties	<p>If, through its exclusive fault, the Provider fails to perform its planned contractual obligations undertaken in the Framework-Agreement and/or in the Subsequent Contracts, or fulfils its planned obligations in a late and/or inappropriate, defective manner, then the Purchaser is entitled to claim payment and to bill accordingly for damages (penalties), by the application of a percentage rate of 0.2% per day of delay to the value of the unperformed, late and/or defectively, improperly and/or incorrectly performed obligations, up to a maximum of ten percent (10%) of the value of such deliverable that was delivered late and/or improperly and/or defectively.</p> <p>If the Purchaser fails to perform its payment obligations within the term agreed upon, the Provider has the right to ask and the Purchaser must pay, as penalties, an amount equivalent to a percentage of 0.2% per day of delay of the unpaid amount, until the actual payment date, however such penalties shall not exceed the amount of the debt.</p>
Information to determine effects	n/a

Transaction no. 375/08.04.2024

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. MISSISSAUGA CERNAVODA BRANCH
Date of conclusion and deed number	375/08.04.2024
Nature of the legal deed	Addendum to the lease agreement
Description of the subject-matter	Supplementation of contract value of the lease contract of a space for residential use
Current transaction value	EUR 4,265.28
Mutual claims	Debts as at 10 April 2024: CAD 770,533.50 (Candu Energy Inc). RON 495,773.58 (Candu Energy Mississauga Cernavoda Branch) Receivables as at 10 April 2024: RON 13,676.01 (Candu Energy Mississauga Cernavoda Branch)
Securities established	Securities as at 10.04.2024: CAD 42,968,379.74 (Candu Energy Inc) EUR 3,368,320.50 (Candu Energy Inc)
Payment terms and means	Payment of the rent shall be made monthly, by bank transfer, within 15 days of registration of the tax invoice in the e-Factura SPV system
Stipulated penalties	n/a
Information to determine effects	n/a

Transaction no. 1704/20.12.2023

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. (CEI)
Date of conclusion and deed number	20.12.2023/1704
Nature of the legal deed	Sectoral Contract of products
Description of the subject-matter	Telescopic cylinder adaptor set LUM
Current transaction value	CAD 445,400
Mutual claims	Receivables as at 20 December 2023: RON 0 Debts as at 20 December 2023: RON 732,392,138.89
Securities established	Securities established as at 20.12.2023: Performance bond = RON 89,977,026.81 and Advance payment securities = RON 73,597,806.99 Total securities = RON 163,574,833.80
Payment terms and means	The Purchaser undertakes to pay the Supplier an advance payment of CAD 133,620 (30% of the contract price). The advance payment will be made within 30 days of receipt of the original invoice from the Supplier, conditioned by the deposit of an advance payment security in the form of a bank guarantee and will be valid for the entire duration of the contract + 30 days. The Purchaser shall make the payment of the

	remaining 70% of the Contract price within a maximum of 30 days from the date of receipt of the products at NPP's headquarters, based on the original invoice, the accompanying documents and the Goods Received Note
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 perform its payment obligations, then the Supplier has the right to claim penalties of 0.1% per day of delay of the unpaid amount
Information to determine effects	n/a

Transaction no. 1642/05.12.2023

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. MISSISSAUGA CERNAVODA BRANCH
Date of conclusion and deed number	05.12.2023/1642
Nature of the legal deed	Addendum to the lease agreement
Description of the subject-matter	Lease of residential spaces with a total area of 199.97 square meters
Current transaction value	EUR 13,509.97
Mutual claims	n/a
Securities established	n/a
Payment terms and means	Payment of the rent shall be made monthly, by bank transfer, within 15 days of receipt of the tax invoice
Stipulated penalties	n/a
Information to determine effects	n/a

Transaction no. 1607/28.11.2023

Contract data	Contractual clauses provided 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 deed number	28.11.2023/1607
Nature of the legal deed	Sectoral Contract of products and services
Description of the subject-matter	Supply of reactor components and retubing tools required for the refurbishment of the Cernavodă NPP Unit 1 reactor
Current transaction value	CAD 781,843,204
Mutual claims	n/a
Securities established	n/a
Payment terms and means	The Purchaser will make payments under the contract as follows: The advance payment will be made as follows: (a) The Supplier may issue one or several invoices for advance payment equivalent to 30% of the Fixed Price corresponding to the Products, Engineering Services and Retubing Tools respectively immediately or at any time after the Contract Effective Date; (b) The Purchaser shall make the Advance Payment no later than 14 days after receipt of the Supplier's invoices for the Initial Advance Payment. All payments (except the Initial Advance Payment) will be made within 30 days of receipt of invoice
Stipulated penalties	With regard to the Products and Retubing Tools covered by the contract, the Purchaser is entitled to claim penalties as follows:

	<p>(a) for delays that exceed 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 will be applied for each Day of delay between 31 and 60 Days;</p> <p>(b) for delays that exceed 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 be applied for each Day of delay between 61 and 90 Days;</p> <p>(c) for delays that exceed the applicable Reference Date by more than 90 Days - penalties of 0.3% of the price of the delayed Units will be applied for each Day of delay exceeding the 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.</p> <p>If, through its sole fault, the Purchaser fails to fulfil any of the following obligations by the deadlines stipulated in the Contract, then the Supplier shall be entitled to claim as penalties an amount equivalent to 0.2% per Day of delay of the unpaid amount (in case of late payment) or 0.2% per Day of the value of the Products, Tools or Services, from the deadline stipulated in the Contract until the date of actual fulfilment of the obligation.</p>
Information to determine effects	n/a

Transaction no. 1519/02.11.2023

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. and CANDU ENERGY INC. MISSISSAUGA CERNAVODA BRANCH
Date of conclusion and deed number	02.11.2023/1519
Nature of the legal deed	Addendum to the lease agreement
Description of the subject-matter	Lease of space with an area of 69.41 square meters, located in Pavilion 5, Cernavoda
Current transaction value	EUR 32,669.80
Mutual claims	n/a
Securities established	n/a
Payment terms and means	Payment of the rent shall be made monthly, in cash at Cernavoda NPP cash desk or by bank transfer, within 15 days of receipt of the tax invoice
Stipulated penalties	n/a
Information to determine effects	n/a

Transaction no. 1451/31.10.2023

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. – CANDU ENERGY INC. (CEI)
Date of conclusion and deed number	31.10.2023/1451
Nature of the legal deed	Sectoral Contract of products
Description of the subject-matter	"Grapple" equipment improved for the complete discharge of the fuel channels
Current transaction value	CAD 1,979,000
Mutual claims	n/a

Securities established	n/a
Payment terms and means	The Purchaser undertakes to make payment as follows: The Purchaser shall pay the Supplier an advance payment of CAD 593,700 (30% of the Contract Price). The advance payment will be made within 15 days from the receipt of the original invoice from the Supplier, conditional upon the submission of the Advance Payment Security (Bank Letter of Guarantee), issued by a bank in favour of the Purchaser and will be valid for 30 days after the Contract is completed. With the exception of the advance payment, the Purchaser, through Cernavoda NPP Branch, shall pay the remaining 70% of the Contract price within 30 days from the receipt of the invoice from the Supplier, based on the invoice and the Goods Received Note (GRN)
Stipulated penalties	Supplier: 0.2% of the value of the delayed deliverable, per day of delay; Purchaser: 0.2% of the not made payment per day of delay, until the date of actual payment
Information to determine effects	n/a

Transaction no. 1176/07.09.2023

Contract data	Contractual clauses provided in the contract
Parties to the legal deed	SNN S.A. – CANDU ENERGY INC. (CEI)
Date of conclusion and deed number	07.09.2023/1176
Nature of the legal deed	Sectoral Services Agreement
Description of the subject-matter	Services related to deployment of the heat transfer-vapor film cooling correlations in NUCIRC and CATHENA computer codes for pressure tube radial deformation up to 6.8%, and qualification of these codes for ROP analyses and accident analyses
Current transaction value	CAD 1,660,000
Mutual claims	n/a
Securities established	n/a
Payment terms and means	The Purchaser undertakes to pay to the Provider an advance payment in the amount of CAD 498,000.00 representing 30% (thirty percent) of the contract price, within 30 days of receipt of the original invoice from the Provider and subject to the provision of an advance payment security issued by a bank or insurance company equal to the amount of the advance payment. The advance payment security will be valid 30 days after the completion of the Contract. The 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 NPP Branch, shall pay the remaining 70% of the Contract price for the services within 30 days from the receipt of the invoice from the Provider, based on the invoice and the Services Acceptance Protocol (PVRS) for the services rendered and performed without any non-conformities, signed without objections by the representatives of the Cernavoda NPP Branch of the Purchaser
Stipulated penalties	Provider: 0.2% of the value of the delayed deliverable, per day of delay; Purchaser: 0.2% of the not made payment per day of delay, until the date of actual payment
Information to determine effects	n/a

Total aggregate value with previous transactions	CAD 793,158,397.96 EUR 14,346,765.05
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