

ELECTRICITY SUPPLY CONTRACT

Contracting parties:

ANCHOR GRUP SA, a Romanian company, registered with the Trade Registry Office attached to the Bucharest Tribunal (the “Trade Registry”) under no. J40/10051/1997, Sole Registration Code: RO 10021221, headquartered in 26Z Timisoara Boulevard, “Anchor Plaza” Office Building, 12th floor, office 12A01, 6th District, Bucharest, ANRE (*National Authority for Energy Regulations*) licence no. 1858/07.12.2015, holder of bank account no.: RO04FNNB000101034258RO02, opened with Credit Europe Bank (Romania) – SMB, duly represented by Mr. Armagan Affan Yildirim, acting in his capacity as Administrator, as **seller**, hereinafter referred to as the **supplier**, on one hand,

and

....., a Romanian company, having its headquarters located in....., registered with the Trade Registry Office under registration no....., sole registration code RO....., duly represented by, in his capacity as Administrator, as **buyer**, hereinafter referred to as the **customer**, on the other hand,

Art.1 Terminology

The terms used in this contract are defined according to the existing regulations in place on the signing date of this contract.

Art.2 Contract subject matter

The subject matter of this contract is represented by the supplier’s supply of electricity to the main consumption site and the annexes attached to the main site, if applicable, located in the “**Bucuresti Mall/Plaza Romania**” Commercial Complex, operated by, under Lease Contract no. dated, concluded between BUCURESTI MALL DEVELOPMENT AND MANAGEMENT SRL, as Landlord and as Tenant (hereinafter referred to as the “**Lease Contract**”) and the regulation of any relationships between the supplier and the customer, concerning the electricity supply, the electricity consumption conditions, the invoicing and the payment processes.

The supplier owns Electricity Supply Licence no. 1858 issued by the competent authority, ANRE – national Authority of Energy Regulations, on 07.12.2015

Art.3 Supply conditions

(1) The estimated amount of energy set to be bought by the customer from the supplier, shall be consistent with the provisions of Annex 1. [The amount of energy to be bought by the customer from the supplier, shall be determined on a monthly basis, based on the readings coming from the measuring devices fitted in the Location].

(2) The electricity supplied under this contract shall be measured in compliance with the existing Electricity Measuring Code in place.

(3) The interval for reading the measuring group index by the Network Operator in order to issue the invoice based on the actual electricity consumption achieved, may be longer than one month, but must not exceed 6 months.

Art.4 Contract price and payment method

(1) The Supplier will issue monthly, in the first 20 calendar days of the month, the bill for electricity consumed by the customer in the previous month / period, the amount of electricity billed being determined by reading or self-reading meters or by estimation, according to the provisions of the Supply Regulation.

(2) The contract price is determined according to Annex 2. The worth of the active power consumed under this contract shall be paid according to the provisions of Annex 2.

- (3) The worth of the reactive power corresponding to the execution period of this contract, shall be paid according to the provisions of Annex 2.
- (4) The worth of the contribution made for high efficiency co-generation, during the contract execution period, shall be paid according to the provisions of Annex 2.
- (5) The amount paid for the acquisition of green certificates, during the contract execution period, shall be paid according to the provisions of Annex 2.
- (6) The late payment penalties owed by the customer for failing to pay the invoices issued under this contract, by their due date, shall be paid according to the provisions of Annex 2.
- (7) The customer can obtain updated information on all applicable tariffs by consulting the Supplier's website, www.anchorgrup.ro/energy or by a written request to: office@anchorgrup.ro.

Art.5 Obligations and warranties

- (1) The parties mutually undertake to hold, throughout the entire execution period of this contract, all the necessary approvals, for the fulfilment of their obligations stated in the contract and to observe, on the same time, all the primary and secondary legal provisions in place.
- (2) The parties hereby guarantee to each other that this contract is a valid, legal and enforceable obligation which is legally binding for them, according to the terms of this contract.
- (3) The parties mutually undertake to grant each other access, in line with the law, to all the information, documentation and data needed for the smooth execution of this contract, information, data and documentation which would also be accessible, under the current regulations in place, to the state authorities, the financial-banking institutions, the consultants and the contractors involved in the execution of this contract, in observance of Art. 7.
- (4) The parties shall observe the instructions and the operative orders issued by the system operator based on the Technical Code applicable to the transport network. The obligations held by each party under this contract cannot be used as justification to breach the Technical Code applicable to the transport network.
- (5) The customer shall be deemed a “*problematic payer*” if it fails to pay the invoices issued under this contract by their due date. In such a situation, the supplier shall give the customer a 5 (five) day deadline before cutting off the electricity supply. If the customer fails to pay its debts within the above mentioned 5 (five) day deadline, the supplier shall cut off the electricity supply according to this contract. Besides, the supplier shall be entitled to ask for a guarantee to be set up, before resuming the supply.

Art.6 Parties' rights and obligations

- (1) The Supplier shall have the following obligations:

- a) to hold a valid license to supply electricity and to observe its provisions;
- b) To provide the customer with electricity, according to the terms of this contract and within the limits of the existing regulations in place and those of the provisions stipulated in the transport and/or distribution contracts concluded by the supplier with the transport/distribution operator, in observance of the framework agreements approved by ANRE.
- c) To inform the customer on any electricity supply interruption agreed in advance between the supplier and the transport/distribution operator.
- d) To invoice the electricity to the customer, in compliance with the provisions of this contract.
- e) To check the customer's complaints in the shortest possible time and to answer all of the customer's written reclamations and complaints within a reasonable deadline, which cannot be longer than 30 (thirty) days, in compliance with the existing regulations set forth by the applicable Performance Standards.
- f) To pay compensations for any damages that the customer can prove that were caused by any power outages caused due to the supplier's exclusive fault.

- g) To provide the customer with information related to the worth of any eventual late payment penalties, computed and applied to the customer under this contract, as a result of the customer's failure to pay the invoices on time.
- h) To notify the consumer on its intention to terminate the Contract, under the conditions stipulated in this contract.

(2) The Supplier shall have the following rights:

- a) To fully cash in the invoices issued under this contract, within their due date.
- b) To suspend / cut off the electricity supply in the conditions stipulated in this contract and the existing legal regulations in place.
- c) to request the Network Operator to perform the activity of interruption / resumption of electricity supply, in order to interrupt / resume the supply of electricity to the place / places of consumption of the customer under the conditions provided in the Agreement, as well as in other situations provided by law. force;
- d) To initiate any supplementation and amendment of the electricity supply contract or its annexes, whenever new elements occur or whenever it deems the detailing, the supplementation or the introduction of new clauses, necessary.
- e) To terminate/cancel the contract under the conditions stipulated herein.
- f) To ask problematic payers to set up guarantees, which the Supplier will have the right to execute, if necessary, in accordance with the Procedure regarding the financial guarantees regime constituted by the final customers in force.
- g) To gain access to the main consumption site, in order to check the power supply installation, all the way to the measuring devices and to verify that the contract provisions are observed.

(3) The Customer shall have the following obligations:

- a) To make sure that all the invoices issued by the supplier are paid in full, by their due date, in observance of the contract provisions.
- b) To make sure, using its own technological and/or energy solutions, that no special effects are felt in case of a S.E.N. power outage, if there are any piece of equipment or installations that might cause fires, human accidents, tool deteriorations, etc, if their power supply is cut off for a certain critical period of time, which is shorter than the normal period of time accepted as being safe.
- c) To take all the necessary measures, in terms of internal power supply diagrams drawn up for technological installations and equipment, including the protection and automation installations, to make sure that all the important receivers continue running, if the automation technology in the distributor's or the buyer's installations keeps running.
- d) To observe the existing norms and technical prescriptions in place, in order to eliminate any negative effects that might affect the quality of the electricity supplied.
- e) To observe the disposition of the system operator, according to the existing regulations in place, regarding the running scheme of the customer's installations connected to S.E.N.
- f) To refrain from changing any protection and setting parameters set under the relevant provisions of the additional contract attached to this document, e.g., the electricity transport and distribution contracts concluded by the supplier with the transport/distribution operator, based on the framework agreements approved by ANRE.
- g) To keep the electricity measurement devices intact and to refrain from influencing their operation, in any way. Besides, the customer shall also have the obligation to allow the network operator to use, free of any charge, and to exercise its easement right, over the connection installation, for the customer's benefit (if the installation is delimited on the customer's property).
- h) To communicate to the supplier, in writing, any change of the elements that were used as basis for the conclusion of this contract, within maximum 5 (five) calendar days of the date such modification occurs.
- i) To notify the supplier on any modification operated on the amount of electricity contracted according to Annex 1, in compliance with the provisions of this contract. In this case, the parties shall conclude an addendum to modify Annex 1 to this contract.
- j) To notify the supplier on its intention to terminate this contract, under the conditions stipulated in this contract.

(4) The customer shall have the following rights:

- a) To consume the electricity received, in compliance with the provisions of this contract.
- b) To ask the distribution/transport operator directly, or, indirectly, via the supplier, to remedy any defects and breakdowns of the installations fitted in the transport/ distribution networks.
- c) To ask the supplier to pay for any damages caused as a result of a power outage, proven to have taken place due to the supplier's exclusive fault, under the conditions stipulated in the contract.
- d) To terminate/ cancel this contract under the conditions stipulated herein.

Art.7 Confidentiality

(1) The parties hereby agree not to reveal any information they become aware of while executing or in connection to the execution of the contract, throughout the entire contract execution period and for 5 (five) years after the contract's expiration, the document being deemed confidential. Notorious information, revealed by its issuing party or shared with the public by any other means, shall not be considered confidential information, nor the information requested by the competent authority. The data comprised in this contract and in its annexes shall be deemed confidential information.

(2) The parties shall be forbidden from revealing to third parties, any confidential information, as defined in paragraph (1) and in the existing regulations in place, unless they have the other party's written consent. Sending such information to lawyers, technical or financial consultants or revealing such information as a result of a legal obligations, shall not be seen as a breach of confidentiality.

Art.8 Change of circumstances

(1) In the meaning of this contract, a "*change of circumstances*" shall be the entry into force of a new legal provisions, the change of the text or the change of its interpretation in relation to any legal provisions (including the removal, withdrawal or replacement of a legal requirement), which would have a direct application on the contract price, and which would not be under the parties' control. This includes, without being limited to the introduction of new taxes and tariffs, a change of the way a calculation basis is implemented for certain taxes or tariffs or a change in the amount of any existing taxes or tariffs.

(2) All contractual provisions based on imperative legal dispositions shall legally change once the modification of such legal provisions enter into force. The Supplier shall have the obligation to notify the customer on all such modifications that may occur. If the regulated rates are changed, the notification shall be considered as duly made, if the above-mentioned changes are written on the invoice issued for the electricity provision service.

Art.9 Contract duration. Termination.

(1) This Electricity Supply Contract is concluded for an initial period of 1 year, starting with After this period, the duration of the contract is automatically extended by successive periods of 1 (one) year each, if neither party notifies the other party of its termination, with 30 (thirty) days' notice from the date on which the duration of the contract would be automatically extended.

(2) In the event that the entry into force of the contract on the date mentioned in para. (1) above is prevented by the non-fulfilment of any contractual and legal requirement or condition, the entry into force of the contract is suspended until the date of fulfilment of that contractual and legal requirement or condition, the duration of the contract running similarly to the one described in para. (1) above, from that date.

(3) This contract may be terminated by the Supplier in the following situations:

- a) if the customer fails to observe the contractual provisions, with a 5 (five) calendar day notice, if, following a notification sent by the supplier to the customer with this regard, the customer still fails to remedy the breach situation.
- b) in other conditions stipulated by the current legal provisions in place.
- c) in the case stipulated in paragraph 4, of art. 11.
- d) in case of fraudulent consumption.
- e) when the Lease Contract ceases to be valid.

(4) If the customer wants to unilaterally terminate this contract due to the supplier's failure to observe the provisions herein, the customer shall have to give a 30 (thirty) calendar day notice.

(5) The present contract will terminate ipso jure if the Lease Contract has ceased its validity (the Lease Contract afferent to the site operated by the customer, under Lease Contract no. dated) regardless of the

cause and/or the modality in which the said Lease Contract is terminated, without being necessary to send a notification or complete other formalities.

- (6) In the cases stipulated in paragraphs (1), (2) and (3), the contract shall be considered fully terminated under the law, once the notice expires, without any notification of default or any other formality being needed and without any intervention from the Courts of Law.

Art.10 Force Majeure

(1) Force Majeure is defined as an unpredictable event, occurred after this contract's entry into force, which cannot be removed and is outside the will of the parties, which, via its effects can prevent any of the contracting parties, from fulfilling, either partially or in fully, its obligations under the provisions of this Contract. For the avoidance of doubt, force majeure shall not apply to any delivery and/or energy acquisition obligations, unless it refers strictly to those events leading to the following: (a) for the supplier, to a physical impossibility to deliver the merchandise, due to causes that cannot be imputed on the supplier and (b) for the customer, to a physical impossibility to acquire the merchandise, due to causes that cannot be imputed on the customer, such as, but without being limited to the full or partial destruction of the customer's assets/ installations etc.

(2) The event qualified as a Force Majeure Event shall be communicated by the affected party to the other party within 48 hours of its occurrence and it shall be certified by the competent authority in the place the event took place. If the effects of the Force Majeure Event last for more than 30 days counted from its occurrence, the parties may decide to terminate the contract, without any compensations.

(3) Failure to communicate the occurrence of a Force Majeure Effect, shall not remove its exoneration effects, but it shall oblige the party invoking it to repair the damages caused to the other party, by this communication failure. Force Majeure shall exonerate the affected party of all its contractual and legal liabilities, except for the liabilities generated by its own fault.

(4) Any case of Force Majeure event suffered by the energy producers in Romania and confirmed by the competent authorities, shall be considered a Force Majeure event under this contract.

(5) The Supplier shall not be liable before the customer for any power outage or for the quality of the electricity provided, in case of calamities or other natural phenomena, bearing a higher intensity than the one stipulated in the design prescriptions.

Art.11 Contractual liability

(1) If they fail to fulfil their obligations stipulated in this contract, either partially or in full, the contracting parties shall be liable according to the provisions of this contract and the legal regulations in place.

(2) If the customer fails to pay the invoices, the late payment penalties (calculated according to Annex 2 issued by the supplier, within 10 (ten) days of receiving them, the supplier shall cut off the power supply, with a 5 (five) working day notice and any eventual consequences resulting from this cut-off, shall fall under the exclusive responsibility of the customer.

(3) Once all the invoices and their afferent penalties are fully paid off, the supplier shall restore the customer's power supply connection.

(4) If the customer fails to pay the full consumption and the related penalties within the above mentioned 5 (five) day deadline, the supplier shall be entitled to terminate the electricity supply contract and to recover the amounts owed to it by the customer, according to the existing legal provisions in place.

(5) If the Distribution Operator does not ensure the level of performance established by ANRE through the Distribution Performance Standard, the customer connected in the area of the affected electricity network has the right to receive compensation, directly or through the Supplier, in the amount established by ANRE. The award of compensation for non-compliance with performance indicators does not exclude the customer's right to receive, upon request, compensation for material damage caused by the fault of the Distribution Operator in accordance with applicable law.

In the event that, for the same situation, the customer is entitled to receive from the Distribution Operator both a compensation and an indemnity, he is to receive either the compensation or the indemnity, respectively the one with the highest value.

(6) If the Supplier does not comply with the guaranteed levels of performance indicators established by ANRE through the Supply Performance Standard, it pays the consumer any compensation.

(7) Payment of any of the amounts due to the customer as compensation or indemnity, based on the provisions of art. 11, paragraph (5) - 11, paragraph (6) shall be made by the Supplier, if applicable, by offsetting the value of invoices issued and due or which will be issued by him to the customer under this contract, if the customer does not expressly requests another method of payment.

(8) The Supplier / Distribution Operator is not liable for material damage if the interruption of the power supply or the inadequate quality of the electricity is due to the following causes:

- a) force majeure / special weather conditions, for which the Supplier / Distribution Operator can prove that he / she has prevented him / her from fulfilling his / her contractual obligations;
- b) the material damages are caused by planned interruptions notified according to the Performance Standard for distribution and, as the case may be, to the Performance Standard for the electricity transmission service and for the system service, in force;
- c) the material damages are caused by interruptions in exceptional situations, if the Distribution Operator and the Supplier have acted in accordance with the provisions of the regulations in force for such situations.

Also, due to differences in the amount of electricity contracted and the amount actually supplied, as a result of instructions and operating orders issued by the transmission system operator (TSO), the customer may not claim damages from the Supplier.

(9) The customer pays compensation to the Distribution Operator for material damages proven to him, including for material damages to other end customers connected to the same network, as a result of improper operation of his own equipment or installations or manoeuvres performed by his own staff, according to network contracts, respectively supply.

Art. 12. PERSONAL DATA PROTECTION

(1) Having in view the provisions of Law 190/2018 regarding certain measures for the implementation of the EU Regulation 2016/679 of the European Parliament and of the Council dated 27 April 2016 regarding the protection of the individuals as regards the processing of personal data and regarding the free circulation of such data and of the abrogation of the Directive 95/46/CE (The General Regulation regarding the data protection), hereinafter „GDPR”:

1. Parties confirm that each of them have implemented the corresponding technical and organizational measures so that the activities for data protection processing to ensure the protection of the relevant persons and to observe the requirements provided by the GDPR.

2. The personal data that the Parties are processing are those regarding Parties' own legal or conventional representatives and those regarding the members of the project team of each Party as appointed in view of implementation and performance of this agreement (first name, last name, Personal ID No., position, email address, phone number, personal data in their ID Card, or any other personal data that can be made available by the client through the documents necessary exclusively in the scope of the execution the agreement). The data will be processed in the scope of performance of this agreement and shall be used exclusively for the development of the commercial relationship between the Parties.

3. The Parties cannot use the personal data for other purposes than those established in the agreement, and, at the termination date of this agreement any type of personal data processing shall also cease, either by returning or destroying the data in question, except for the case when there are legal provisions requiring the contrary or such data are necessary to be kept until solving certain aspects regarding the termination of this agreement or in case any competent authority would request the Parties to keep these data until solving certain controls/investigations or any other pending legal procedures, and all the necessary measures have been taken to ensure the personal data processing even after the expiration/termination date of this agreement.

The Parties shall limit the disclosure of the personal data received from the other Party only to their employees/collaborators who must know such data and/or only to the contractors and subcontractors of the Party and only to the extent that such disclosure is necessary for the fulfillment of the obligations under the agreement. The Parties must ensure that all their employees/collaborators as well as their contractors/subcontractors are obliged under the contracts signed with them, to observe the confidentiality and the personal data protection to which they have access under this agreement.

4. The Parties undertake the obligation to observe the specific rights of the relevant persons, as such are provided in the GDPR, including: (i) the right to be informed in relation to the identity of the operator and of its representative, the scope for the data processing, any other information related to the rights provided in the GDPR applicable legislation; (ii) the right to not be subject to an individual decision; (iii) the right to intervene on his personal data; (iv) the right to oppose to their own personal data processing and to request the rectifying, updating or deletion of their data whose processing is against the law; (v) the right to file a claim in court in case there will be any breaches of the GDPR legislation;

5. In case when, for the fulfillment of the assumed obligations under this agreement, any of the Parties must process personal data in the name of the other Party, in the sense of Article 28 of GDPR, the Parties agree that they will conclude an addendum to this agreement in which they will establish the object and the duration of the processing, the nature and the scope of the processing, the type of personal data and the categories of the relevant persons and the rights and obligations of each Party regarding such processing.

6. In case a security/safety incident will occur in relation to the personal data processed based on this agreement or in case any of the Parties has reasons to consider that such incident had occurred, the respective Party shall promptly notify the other Party within a maximum term of 24 hours from the moment the Party in question acknowledged such situation.

The Notice shall be sent by e-mail:

For the supplier: dpo@anchorgroup.ro;

For the customer:

Art.13 Litigations

(1) The Parties will endeavour to resolve any disputes regarding interpretation and / or the execution of this contract, appeared in the course of the Contract, amicably and / or through the conciliation procedure.

(2) In case of disputes arising in the course of the Contract that cannot be settled amicably, they will be submitted amicably / through conciliation. according to the provisions of the Regulation on the organization and functioning of the commission for the settlement of wholesale and retail disputes between the participants in the electricity and natural gas market in force, and / or (ii) the competent court.

Art.14 Other provisions

(1) Annexes 1 and 2 (including Annex 1a) are an integral part of this Contract.

(2) Any communication, notification sent by one party to the other, shall be considered duly served, if it is sent in writing, in any form and by any modality that insures its submission, with confirmation of receipt from the consignee (post, fax or e-mail).

(3) According to the provisions of art. 319 of the Tax Code, the invoices for the payment obligations held by the *customer*, shall be issued and sent electronically (by e-mail) the email date being considered the invoice receipt date.

(4) Invoices and invoice attachments shall be sent to the customer by the National System RO e-Factura and by e-mail to the e-mail address communicated at the conclusion of the Contract or during its execution. For the avoidance of doubt, if the mailing address indicated in this contract changes, the consumer will communicate the new address to the supplier by sending a notification to this effect, without the need to conclude an additional act to this contract.

(5) By signing this document, the parties confirm and expressly agree both to its standard provisions and with its unusual provisions, they confirm that all the clauses stipulated in this document have been negotiated and

accepted as they are, the signing of this contract in its current form being the equivalent of an express acceptance of all its provisions, by the contracting Parties, as stated in Art. 1203 of the Civil Code, including, without being limited to the provisions stipulated in favour of the supplier (if any) in relation to: the limitation of liability, the right to unilaterally terminate the contract, to suspend the execution of its obligations, or any provisions stipulating the other party's withdrawals of right or the spread-out maturities benefits, the limitation of its right to invoke exceptions, etc.

(6) In consideration of the provisions stipulated in Art. 1271 of the Civil Code, regarding the unpredictability, the customer hereby states, accepts and agrees to take over and to fully cover any risk that might be generated by the power supply services contracted under this document, as well as any risk to have a change of circumstances, that might influence the price/rate and the amount of electricity delivered for consumption, including any risks related to the legislation (*ex. amendments/ repeals of any laws, regulations, and rules related to the electricity market, by way of introducing new taxes/charges applicable to the electricity supply and consumption market*), financial risks that might be generated by a subsequent change of circumstances, occurred after the conclusion of this contract (*ex. a later increase in prices, inflation, a drop in the EURO or the LEU value, the supplier's influence on the electricity acquisition price on the market, etc.*), natural risks (*ex. long periods of drought that may lead to an increase of the consumption rate/price for the power bought by the customer – and which may lead to a reduction. restriction of consumption, over certain periods, etc.*) Besides, the customer also states, accepts and agrees to fully cover the risk of having this contract terminated by law or at the supplier's initiative, following the termination of Lease Contract no. dated, concluded for the consumption site.

(7) Mailing address and contact person for the customer:

Address: e-mail:

Attention to:

Mailing address and contact person for the supplier:

Address: 26Z Timisoara Boulevard, "Anchor Plaza" Office Building, 12th floor, 6th District, Bucharest

E-mail: simona.popescu@anchorgrup.ro

Attention to: Simona Popescu

Art.15 If there is a licence suspension or withdrawal procedure initiated against the Supplier, customer hereby agrees to be taken over by a last resort supplier activated by A.N.R.E., in observance of the existing legal regulations in place.

Art.16 The Parties hereby agree for the following contract provisions to survive and to continue producing effects after the cessation of this contract as well: art.7, art.10, art.11, art.12 and Annex 2 to this Contract.

Art.17 The Parties expressly agree that the electricity supply agreement no. dated ceases to produce its effects on

This Contract was concluded on, in English language in 2 (two) original counterparts, one for each contractual Party.

SUPPLIER,

ANCHOR GRUP SA

CUSTOMER,

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