

**CONFIRMATION OF INDIVIDUAL CONTRACT No.1
to the General Agreement Concerning the delivery and
acceptance of natural gas**

Istanbul

October 31, 2023

is signed between:

Buyer - NORDGAZ FURNIZARE, a legal entity under Republic of Moldova law,

on the one hand, and

Seller – ZEN SOLAR ENERJİ SANAYİ TİCARET LIMITED ŞİRKETİ (hereinafter, “ZEN SOLAR ENERJİ SANAYİ TİCARET LIMITED ŞİRKETİ”), a legal entity under Turkey

on the other hand

As follows:

Buyer:

NORDGAZ FURNIZARE

Seller:

ZEN SOLAR ENERJİ SANAYİ TİCARET LIMITED ŞİRKETİ

Subject of Contract

The subject of this Contract is the sale of the Natural Gas at a preferential price, provided based on the certain conditions regarding the gas delivery to specific categories of end-users, and the Buyer undertakes to pay for the delivered Natural Gas.

Supply Period:

December 1, 2023 (06:00 AM CET) – December 1, 2024 (06:00 AM CET)

Delivery Point(s):

DAP (Incoterms 2020) SMG Grebeniki, Moldova-Ukrainian border and/or

DAP (Incoterms 2020) IP Kaushany, Moldova-Ukrainian border and/or
 DAP (Incoterms 2020) IP Oleksiivka, Moldova-Ukrainian border and/or
 DAP (Incoterms 2020) IP Ungheni, Romania-Moldavian border and/or
 Delivery point will be defined by the Seller on daily basis, except for volumes mutually agreed and reserved on monthly capacity auction.

Contractual Quantity (CQ):

1 080 000,000 MWh or 100.000,000 m³

Monthly Contractual Quantity:

Month/Year	Quantity m ³	Formula for transformation	Quantity MWh	
December 2023	10 000 000	1 000 m ³ = 10,8 MWh	108 000	
January 2024	20 000 000		216 000	
February 2024	20 000 000		216 000	
March 2024	18 000 000		194 400	
April 2024	3 000 000		32 400	
May 2024	3 000 000		32 400	
June 2024	3 000 000		32 400	
July 2024	3 000 000		32 400	
August 2024	3 000 000		32 400	
September 2024	3 000 000		32 400	
October 2024	3 000 000		32 400	
November 2024	11 000 000		118 800	
TOTAL:	100 000 000			1 080 000

Minimum Daily Quantity:

0,000 MWh

Maximum Daily Quantity:

10.800,000 MWh

Contract Price applicable for the Supply Period:

December 1, 2023 (06:00 AM CET) – December 1, 2024 (06:00 AM CET)

Price:

Fixed Price = 14,85 EUR/MWh or 160,38 EUR / 1000 m³

Calculation period: December 1, 2023 (06:00 AM CET) – December 1, 2024 (06:00 AM CET)

Payment:

The Seller shall issue to the Buyer the Invoice for Natural Gas sold during the month. The Invoice shall be issued until the 5th of the corresponding month that follows the month when the Natural Gas was supplied. The quantity of the Natural Gas in the invoice shall correspond to the quantity in Protocol of delivery.

The Buyer shall pay the Invoice Value to the Seller for the Natural Gas supplied after the corresponding Supply Month in the Supply Period via payment(s) for Monthly delivery in 20 days after receiving the Invoice for the Natural Gas.

Contract Value:

16.038.00,00 EUR (Sixteen million and thirty-eight thousand EUR)

Special conditions:

1. The Buyer acquires Natural Gas with the purpose of its subsequent delivery to end-consumers located in the following administrative-territorial units of the Republic of Moldova, but not limited to:

- Gagauzia ATU;
- Taraclia district and
- Orhei district.

After the conclusion of this Contract, the Seller has the right to modify this list, including adding other administrative-territorial units of the Republic of Moldova to it. Seller has to notify the Buyer about such modifications.

2. In all of the above-mentioned administrative-territorial units, priority consumers of the supplied Natural Gas will be considered as public institutions and household consumers. In the event that, after the delivery of Natural Gas to all priority users, there are surplus quantities of the purchased gas, the Buyer is entitled to supply it to other types of users within the territory of the aforementioned administrative-territorial units.

3. The Seller will designate and notify the Buyer about the Focal Point responsible for each administrative-territorial unit. Each Focal Point will have the following responsibilities:

- Facilitate the creation of lists of priority end consumers of the Natural Gas purchased under this Contract;
- Monitor the process of delivering Natural Gas to priority end consumers, as well as other consumers;
- Estimate the volume of consumption for the next month in the administrative-territorial unit for which they are responsible in order to adjust the volumes to be procured;
- Inform the Seller of any deviations in the delivery process of Natural Gas to priority consumers or other consumers;
- Inform the Buyer about the need to adjust the volumes of Natural Gas to be bought for the next month.

4. In case the Buyer violates the special conditions of this Contract by supplying Natural Gas purchased under this Contract without satisfying the needs of all priority consumers, the Seller has the right to recalculate the preferential price of the delivered Natural Gas for the respective month based on the following formula: Heren TTF DA Mid Index + 5,0 EUR/MWh, VAT and transmission and all distribution tariffs.

5. *Sale Price formula for natural gas to end-consumers*, which will benefit under this paragraph of "Special conditions" is:

Entry Natural Gaz price	+	Distribution tariff of DSO based on the gas pressure pipeline	+	Entry point fee	+	VAT	+	Margin of profitability of the Buyer
Fixed price on this contract		Official published distribution tariffs of: <ul style="list-style-type: none"> • Gagauzia ATU; • Taraclia district and • Orhei district. Official published tariffs for entry fee from «VESTMOLDTRANSGAZ» S.R.L.				8% for Natural Gas and 20% for transportation		5%

6. In case if the distribution tariff of any distribution system operator in the Republic of Moldova and/or the daily entry tariff to the transmission system of the Republic of Moldova are increased between the original delivery Month and the Carry-Forward Delivery Month, Seller will compensate the additional cost.

Trade Controls:

The parties confirm that they are knowledgeable about Trade Controls Laws applicable to the performance of the agreement including the lists of Restricted Parties. The parties shall comply with all applicable Trade Control Laws in the performance of any contractual agreement between themselves, in particular shall not, and shall procure that their sub-contractors (if any) and agents shall not, do anything which is inconsistent with or which may cause the other party to be exposed to the risk of negative consequences under, or be in breach of, Trade Control Laws.

The Buyer shall not directly or indirectly export, re-export, transfer divert, trade, ship, import, transport, store, sell, deliver or re-deliver any of the Natural Gas provided by the Seller to, or for end-use in a Restricted Jurisdiction or by a Restricted Party.

“Restricted Party” means any individual, legal person, entity or organization (i) targeted by national, regional or multilateral trade or economic sanctions under Trade Control Laws; or (ii) directly or indirectly owned or controlled or acting on behalf of such persons, entities or organizations and including their directors, officers or employees.

“Trade Control Laws” means any applicable trade or economic sanctions or embargoes, Restricted Party lists, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America or other government laws applicable to a party.

Force Majeure:

Parties are aware of Russian aggression and military actions which started on 24 February 2022 in Ukraine and the state of war in Ukraine and during these events, the Parties agree to limit the application of Force Majeure provisions described in General Agreement only to the case when it

is impossible (or a situation similar and/or near to impossible occurs, e.g. significant difficulties in the proper performance of the necessary actions exists) to transport/receipt of Natural Gas to the Party due to the cause of destruction/damage/immobilization of transportation/network infrastructure or inability to perform by Transmission System Operator /Storage System Operator its activities (as long as such circumstances meet the criteria of Force Majeure definition included in the Framework Contract). This provision is valid until the end of abovementioned events. The duration of this provision may be extended or shortened upon the mutual consent of the Parties.

Seller Shipper-Code: to be agreed additionally

Buyer Shipper-Code: to be agreed additionally

Physical Upstream Transportation System:

«VESTMOLDTRANSGAZ» S.R.L (Moldova)

Downstream Transmission System:

Ukrainian network operated by the Downstream Transmission

Various

This Individual Contract has been drafted in English language.

Buyer:

NORDGAZ FURNIZARE



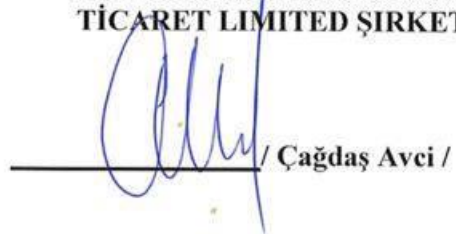
Alexandru Grosu

Alexandru Grosu



Seller:

ZEN SOLAR ENERJİ SANAYİ
TİCARET LİMİTED ŞİRKETİ



Çağdaş Avcı /