

### TERMS AND CONDITIONS FOR THE PARTICIPATION IN THE MEETING OF THE BONDHOLDERS' OF THE COMMON BOND LOAN AMMOUNTING TO €150,000,000 ISSUED BY THE COMPANY "TERNA ENERGY FINANCE S.A"

The Board of Directors of the company "TERNA ENERGY FINANCE S.A" (the "**Company**") convened a Meeting of the Bondholders of the common bond loan amounting to €150.000.000, issued by the Company, under the Common Bond Loan Programme of up to €150.000.000, which will be held on **12.12.2023, Tuesday**, at **14:00 p.m.** or, in the event of a repetitive meeting, on **15.12.2023, Friday**, at **14:00 p.m.**, in a hybrid manner, i.e. with the presence of the Bondholders at the offices of the Bondholders' Agent "Hellenic Central Securities Depository S.A.", located at 110, Athinon Avenue, 104 42 Athens, and with the possibility for the Bondholders' to participate by real-time teleconference, in accordance with the provision of Article 125 para. 1 of Law 4548/2018.

The Participation in the Meeting, which will be held remotely in real-time by teleconference, by Bondholders is subject to the present terms and conditions (the "**Terms of the remote Meeting**").

Capitalized terms used have the meaning as defined in Section 6 hereof.

#### 1. Introductory Remarks

1.1. In order for Bondholders to participate and vote at the Meeting or at any Repetitive Meeting, it is necessary that they, or their proxies, create and use an electronic account in the internet platform that has been developed by the Hellenic Exchange - Athens Stock Exchange Group to provide remote Meeting services, in real-time, by teleconference to listed companies on the website <https://axia.athexgroup.gr>.

1.2. The Internet platform is provided by "Hellenic Central Securities Depository S.A.", while the Zoom meetings service, provided by Zoom Video Communications Inc., is used for the teleconference.

1.3. In order to access the Internet platform a personal computer, a smartphone type mobile telephone or a tablet is required, with a browser application installed, and internet access.

1.4. In order for a Bondholder or his/her proxy to create an account in the Internet Platform, a valid electronic mail (email) account and a mobile telephone number are required by the Bondholder or his/her proxy.

1.5. If, on accessing the Internet platform the above information entered by the Bondholder does not match the data registered in the Dematerialized Securities System and provided to the Company by the Hellenic Central Securities Depository as part of its services to facilitate bondholder identification for remote meetings which are provided to listed companies in accordance with Part 3 of the Decision No. 8 of the BoD of Hellenic Central Securities Depository S.A., "Technical terms and procedures for the provision of the Registry, Corporate and Other Related Actions Service", **Bondholders must provide or/and update the information above through their operators, in order to create the account.**

1.6. Bondholders who have successfully connected to the Internet Platform will be able to participate in the Meeting by teleconference in real time via a link that will be sent to them by email. By activating the teleconference application (Zoom meetings) via the link at the start of the Meeting, the Bondholders will be able to:

1.6.1. follow the proceedings of the General Meeting with electronic / audiovisual means,

1.6.2. take the floor and address the General Meeting orally during the General Meeting, while at the same time, through the Internet Platform they will be able to:

1.6.3. vote in real time on the sole item of the daily agenda and

1.6.4. receive information on the recording of their votes.

1.7. The deadlines, within which the rights of Bondholders can be exercised are included in detail in the invitation to the Meeting and in the present Terms of the remote Meeting.

1.8. Besides these Terms of the remote Meeting, the terms of use of the Third Party Suppliers also apply.

1.9. The Company reserves the right to modify, suspend, cancel or limit the mechanisms for the electronic Meeting and vote at any time when necessary or appropriate for technical or security reasons.

## **2. Technical infrastructure**

2.1. The Company ensures, insofar as possible, that the technical infrastructure to conduct the Meeting is accurate, secure and accessible to Bondholders with compatible devices. The Company will cooperate and make use of the services of reliable Third Party Suppliers to provide the technical infrastructure required to conduct the Meeting.

2.2. Bondholders should know that certain residual risks associated with the technical infrastructure used for the remote Meetings will always exist.

The Company, through Third Party Suppliers, takes all measures, technical and organization, and makes every possible effort to ensure as much as possible the continuous and uninterrupted of the Internet Platform and the teleconference application, so that the services provided through it are available continuously and uninterruptedly with an acceptable response time without interruption to Bondholders with compatible devices. However, due to the nature of the Internet and web applications, the Company and the Third Party Suppliers cannot guarantee the absolute completeness, correctness or continuity of their operation and they may not be available to part or all of the Internet, or may respond with interruptions, or, finally, respond in times longer than usual.

In cases such as the above, the Company and the Third Party Suppliers will make every possible effort to restore its operation, however beyond that, the Company and the Third Party Suppliers cannot be held responsible or become legally accountable for their availability or response time.

2.3. It is recommended that Bondholders take all measures to protect the integrity and security of their information systems, hardware and software, in order to adequately protect the access data and the usage data of the Internet Platform that are stored on the local storage systems of the devices of Bondholders, portable and non-portable. Any failure in Bondholders' systems or connection or usage data leak due to an intrusion by malicious software in the operating systems of Bondholders, does not relieve the latter from their obligations under the present terms, does not constitute force majeure or exceptional condition, nor does it imply any liability of the Company for any damages suffered by Bondholders. Furthermore, Bondholders are solely responsible for their personal equipment and the required technical means which will allow access to the Internet Platform.

2.4. Bondholders must, prior to the start of the Meeting, check their connection and ensure that they have access to the Internet Platform and have correctly installed and configured the teleconference application (Zoom meetings). The Company, through Third Party Suppliers, has ensured the timely implementation of the technical infrastructure for the Internet Platform in order to allow Bondholders to control their access and to verify that they can participate substantively in the Meeting.

Information and technical support will also be provided to Bondholders during the Meeting and for access testing in the Internet Platform, by telephone at +30 210 3366426 or by e-mail at [AXIAeShareholdersMeeting@athexgroup.gr](mailto:AXIAeShareholdersMeeting@athexgroup.gr).

2.5. Bondholders can notify the Company of any failure in the technical infrastructure through the help desk referred to in clause 2.4. Any failure or deficiency in the equipment of Bondholders, software, network infrastructure, servers, connection to the Internet or telephone, video or voice equipment, power outage, any kind of mechanical failure during the Meeting or similar events, including data security instances (which includes any unauthorized use, piracy, denial-of-service attack, access denial, potential failure, or intrusion that arouses from the theft or illegal interception of a password or a network password or any other attack), which may prevent the remote participation of Bondholders at the Meeting, will, in any case, be in the sole responsibility of those Bondholders.

Inability by one or more Bondholders to follow the proceedings and participate at the Meeting or to vote electronically during (any part) of the Meeting, does not affect the validity of the Meeting, or any work carried out therein.

2.6. In the event that during the Meeting the Chairperson of the Meeting becomes aware of any failure in the technological infrastructure that may have occurred during the Meeting and which materially impacts the proceedings of the Meeting, the Chairperson of the Meeting informs Bondholders that are participating at the Meeting.

The Chairperson of the Meeting may decide, at his/her absolute discretion, taking into consideration the possible impact in the decision making process at the Meeting, whether the Meeting should be postponed or adjourned due to this failure, or to proceed with the proceedings even though some Bondholders may not have the ability to participate and/ or vote and/or follow the Meeting.

In the event that, at the discretion of the Chairperson, the Internet Platform or the teleconference application no longer allows all (or some) Bondholders to follow the proceedings of the Meeting, to vote electronically during (any part) of the Meeting and to submit questions, then the Chairperson may, at their absolute discretion, continue, adjourn, postpone the Meeting, change the order of discussion and / or decision on the sole item of the Meeting or to proceed with the Meeting without the ability for some or all of the Bondholders that participate at the Meeting through the Internet Platform and the teleconference application to follow the proceedings of the Meeting and/ or to vote electronically during (any part) of the Meeting. The Chairperson of the Meeting notifies this decision, to the extent possible, to Bondholders present at the Meeting.

2.7. If the Chairperson of the Meeting decides to suspend or postpone the Meeting, as mentioned in clause 2.6, then the whole process that has taken place up to the point of suspension or postponement and any decisions taken on the sole item of the daily agenda will be valid.

### **3. Right to participate and vote in the Meeting**

3.1. The Meeting is considered to have begun its proceedings with the announcement of the start of the Meeting by the Chairperson of the Meeting to Bondholders.

3.2. Each Bondholder may participate, follow substantively the proceedings of the Meeting and vote in real-time electronically, provided that they have taken the necessary steps mentioned in the Invitation to the Meeting to create and use an electronic account in the Internet Platform and clauses 1 to 1.6 of the present and in accordance with the instructions provided in the Invitation.

3.3. In order to participate in the Meeting, Bondholders must connect through the Internet Platform, before the start of the Meeting and to declare that they intend to participate in the Meeting. Following the declaration of the intention to participate, Bondholders will receive a personalized information message by electronic mail with the link that must be followed to connect to the video conference of the Meeting.

3.4. On the date of the Meeting, in order to participate in the proceedings Bondholders must connect timely through the Internet Platform, at least fifteen (15') minutes before the start time of the Meeting that has been announced in the Invitation, and declare the number of voting rights with which they will participate and vote at the Meeting and whether they wish to modify same (to a lower number).

3.5. Bondholders who do not connect to the Internet Platform on time before the start of the Meeting in accordance with clause 3.4 above and up until the announcement of the start of the proceedings by the Chairperson of the Meeting, will not be counted among the Bondholders present at the Meeting, they will not be able to exercise the right to vote or to take the floor and submit questions to the Meeting, and will only be able to follow the live feed of the Meeting by video conference.

3.6. Bondholders who have not appointed a proxy or representative by the deadline (i.e. at least forty-eight hours before the Meeting), but who, however, have connected on time through the Internet Platform before the start of the Meeting will, in accordance with clause 3.4, participate at the Meeting, unless the Meeting refuses for good reason and justifies its refusal. In that case, they will not be counted among the Bondholders that are present at the Meeting, and will only be able to follow the live feed of the Meeting by teleconference.

3.7. Bondholders who have complied with the formalities above and have connected on time through the Internet Platform before the start of the Meeting: (i) are considered to be present in person at the Meeting; (ii) are included in the calculation of the quorum of bondholders present or represented at the Meeting and the calculation of the percentage of the outstanding nominal amount of the CBL present or represented at the Meeting based on the number of voting rights they stated they would exercise in accordance with clause 3.3 above; (iii) will be able to follow with electronic or audiovisual means the proceedings of the Meeting; (iv) will have the right to vote in real-time during the Meeting on the sole item of the daily agenda at the point in time announced by the Chairperson; (v) will be able to take the floor and address the Meeting orally during the Meeting; (vi) will receive information on the registration of their vote.

3.8. The names of Bondholders that have been registered as participants in the Meeting through the Internet Platform will be included in the list of Bondholders that are present at the Meeting in person or by proxy (if there is one).

3.9. Any early disconnection by Bondholders, who had connected on time in accordance with clause 3.4, before the end of the Meeting does not affect the calculation of the quorum of Bondholders present or represented at the Meeting for the time they are connected. Bondholders can connect again to the Internet Platform and continue to follow the remainder of the Meeting and exercise all of their rights to participate and vote electronically. In all other cases, Bondholders will only be able to follow the live stream of the Meeting through teleconference (video conference).

3.10. Bondholders will be able to vote electronically from the time when the Chairperson of the Meeting announces the start of voting on the sole item of the daily agenda, following the completion of the proposals and discussion on the sole item of the daily agenda, and up until the point when the Chairperson of the Meeting announces the end of voting. The Chairperson of the Meeting may, at her absolute discretion, decide that voting can take place from the start of the Meeting up until the time when she announces the end of voting.

#### **4. Vote confirmation and voting results**

4.1. Submission of the vote by the Bondholder through the Internet Platform is final and cannot be withdrawn.

4.2. Each Bondholder who voted at the Meeting will receive confirmation of registration of their vote on the sole item of the daily agenda from “Hellenic Central Securities Depository S.A.” through the Internet Platform after the end of the Meeting.

4.3. If during voting the voting rights which were declared for participation at the Meeting are not fully exercised by the Bondholder, then, following the end of the Meeting, the Bondholder will receive, in accordance with clause 4.2, confirmation by the “Hellenic Central Securities Depository S.A.” that the remaining rights were noted as “ABSTAIN”.

4.4. After the end of voting on the sole item of the daily agenda and the vote count, the Chairperson informs the Bondholders about the results of the vote. The results of the vote on the sole item of the Meeting will be published on the website of the Company in accordance with the law.

### 5. Communication

For any questions concerning these Terms of the Meeting, the Bondholders may contact the Shareholders’ Services Department of the Company by e-mail at [ir.ternaenergy@terna-energy.com](mailto:ir.ternaenergy@terna-energy.com) or by telephone at (+30) 210 6968457 daily on working days during working hours. For any information regarding technical support to Bondholders and their representatives, you may contact the help desk by email at [AXIAeShareholdersMeeting@athexgroup.gr](mailto:AXIAeShareholdersMeeting@athexgroup.gr) or by telephone at +30 210 3366426.

### 6. Definitions

6.1. **Company** means the société anonyme “TERNA ENERGY FINANCE S.A”.

6.2. **Internet Platform** refers to the internet platform <https://axia.athexgroup.gr> that has been developed by the Hellenic Exchanges - Athens Stock Exchange Group and is available by the “Hellenic Central Securities Depository” for the provision of Meeting services to issuing companies that take place remotely, in real-time by teleconference without the physical presence by Bondholders.

6.3. **Teleconference application / teleconference** refers to the Zoom meetings service that are provided by Zoom Video Communications Inc., through which video conferencing is provided.

6.4. **CBL or Loan** means the common bond loan amounting to €150,000,000 issued by the Company by virtue of the CBL Programme.

6.5. **Bondholder** means the physical or legal person that appears as bondholder of the Company in the records of the Dematerialized Securities System (DSS) that is administered by “Hellenic Central Securities Depository S.A.” or any person identified as such through registered intermediaries or other intermediaries, in compliance with the relevant legislative provisions, at the start of the fifth (5<sup>th</sup>) day before the date of the Meeting (“**Record date**”), i.e. on **07.12.2023** as regards the initial and any repetitive Meeting, as may be represented at the Meeting, including for the purposes hereof and otherwise voting rights, under a relevant legal relationship.

6.6. **Terms of the remote Meeting** refers to the present terms and conditions.

6.7. **CBL Programme** means the Common Bond Loan Programme of up to €150,000,000, by virtue of which the Company issued the Loan.

6.8. **Chairperson** of the Meeting refers to the Chairperson of the Meeting.

6.9. **Meeting** refers to the Meeting of the Bondholders of the common bond loan amounting to €150,000,000 issued by the Company by virtue of the CBL Programme will take place in a hybrid manner, i.e. with the presence of the Bondholders at the offices of the Bondholders' Agent "Hellenic Central Securities Depository S.A.", located at 110, Athinon Avenue, 104 42 Athens, and with the possibility for the Bondholders' to participate by real-time teleconference, in accordance with the provision of Article 125 para. 1 of Law 4548/2018.

6.10. **Third Party Suppliers** refers to the companies "Hellenic Central Securities Depository S.A." and "Zoom Video Communications Inc".