

TERNA ENERGY FINANCE S.A.

TERMS AND CONDITIONS FOR THE PARTICIPATION IN THE MEETING OF BONDHOLDERS THE COMMON BOND LOAN OF AN AMOUNT OF €150,000,000 ISSUED BY THE COMPANY

“TERNA ENERGY FINANCE S.A”

The Board of Directors of the company under the name "TERNA ENERGY FINANCE S.A." (the "**Company**") convened a Bondholders' Meeting of the common bond loan of an amount of €150,000,000 (hereinafter the "**CBL**"), which the Company has issued by virtue of the Common Bond Loan Programme of an amount up to €150,000,000 (hereinafter, the "CBL Programme"). The meeting will be held on 01.10.2024, Tuesday, at 15.00 or, in the case of a repetitive meeting, on 04.10.2024, Friday, at 11.00 am, in a hybrid manner, i.e., with the presence of 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 Bondholders to participate by real-time teleconference, in accordance with the provision of Article 125 para. 1 of Law 4548/2018.

The participation of the Bondholders in the Meeting remotely by real-time teleconference is subject to these terms and conditions (the "**Remote Meeting Terms**").

The capitalized terms used have the meaning defined in Section 6 of this document.

1. Introductory Remarks

1.1. In order for Bondholders to participate and vote in the Bondholders' Meeting or any repetitive meeting, the creation and use of an account of the Bondholder or their proxy in the online platform developed by the Hellenic Stock Exchange Group-Athens Exchange S.A. for the provision of services for the holding of General Meetings remotely in real time via teleconference to issuers on the website <https://axia.athexgroup.gr> is required.

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

1.3. Access to the web platform requires a computer or a smartphone or tablet with a browser installed and internet access.

1.4. For the creation of the Bondholder's or their proxy's account in the web platform, the valid email address and the mobile phone number of the Bondholder or their proxy are required.

1.5. In the event that upon entering the online platform the above data entered by the Bondholder are not identical with the data registered in the Dematerialized Securities System (D.S.S.) and have been disclosed to the Company by Hellenic Central Securities Depository S.A., within the framework of the services of facilitating the verification of Bondholders' identity in remote Meetings that it provides to issuing sociétés anonymes in accordance with the Part 3 of decision no. 8 of the Board of Directors of Hellenic Central Securities Depository S.A., titled "Technical terms and procedures for the provision of

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Registry Service, Corporate, and Other Related Transactions" **the Bondholder must inform or/and update the above data in order to create the account.**

1.6. Bondholders who have successfully logged into the online platform will be able to participate in the Bondholders' Meeting by real-time teleconference through a link sent to them via email. By activating the teleconference application (Zoom meetings) through the link at the start of the Meeting, Bondholders will be able to:

1.6.1. observe by electronic/visual audio means the conduct of the Bondholders' Meeting,

1.6.2. speak and address the Bondholders' Meeting during the Bondholders' Meeting,

while at the same time, through the online platform, they will be able to:

1.6.3. Vote in real time during the Bondholders' Meeting on the items on the agenda.

1.6.4. Receive an update on the recording of their votes.

1.7. The deadlines within which the rights of the Bondholders can be exercised are detailed in the Bondholders' Meeting invitation and these Remote Meeting Terms.

1.8. In addition to these Remote Meeting Terms, the terms of use of Third-Party Providers also apply.

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

2. Technical Infrastructure

2.1. The Company ensures, to the best extent possible, that the technical infrastructure for conducting and participating in the Bondholders' Meeting is correct, secure, and accessible to Bondholders with compatible devices. The Company will collaborate with and utilize the services of reliable Third-Party Providers to provide the required technical infrastructure for the Bondholders' Meeting.

2.2. Bondholders should be aware that there will always be some residual risks concerning the technical infrastructure used for remote Meetings.

The Company, through Third-Party Providers, takes all technical and organizational measures and makes every effort to ensure the continuous and uninterrupted operation of the Online Platform and the teleconference application, so that the services provided through it are continuously available and respond within acceptable times without delay to Bondholders with compatible devices. However, due to the nature of the internet and web applications, the Company and Third-Party Providers cannot guarantee absolute completeness, accuracy, or continuity of operation, and they may not be available in part or the whole internet, or may respond intermittently, or may respond slower than usual.

In such cases, the Company and Third-Party Providers will make every effort to restore their operation, but beyond this, the Company and Third-Party Providers cannot be deemed responsible or legally liable for their availability or response times.

2.3. Bondholders are recommended to take all measures to protect the integrity and security of their information systems, hardware, and software so that their access and usage data for the Online Platform stored on their local storage devices, portable or not, are adequately protected. Any failure of the Bondholders' systems or leakage of connection or usage data due to the infiltration of malicious software into the Bondholder's operating system does not exempt the latter from their obligations under these terms, does not constitute force majeure or exceptional circumstances, nor imply any liability on the part of the Company for any damage the Bondholder may suffer. The Bondholder is also solely responsible for having the necessary technical means that allow them to access the Online Platform.

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

Additionally, information and support will be provided to Bondholders during the Bondholders' Meeting and for test access to the Online Platform, at tel. +30 210 3366426 or via email at AXIAeShareholdersMeeting@athexgroup.gr.

2.5. Bondholders can notify the Company of any technical infrastructure failure through the technical support line mentioned under term 2.4. Any failure or deficiency in the Bondholder's equipment, software, network infrastructure, servers, internet connection, or phone, video, or voice equipment, power failure, any type of mechanical breakdown during the Bondholders' Meeting, or similar incidents, including an information security incident (which includes any unauthorized use, hacking, denial-of-service attack, denial of access, any failure or intrusion resulting from theft or illegal interception of a password or network password and any other attack), that could prevent the Bondholder from participating remotely in the Bondholders' Meeting, will, in any case, be the sole responsibility of the Bondholder.

The inability of one or more Bondholders to monitor and participate in the Bondholders' Meeting or to vote electronically during (any part of) the Bondholders' Meeting does not affect the validity of the Meeting or any work conducted therein.

2.6. In case that, during the Bondholders' Meeting, the Chairman of the Bondholders' Meeting becomes aware of any technological infrastructure failure that may have occurred during the Bondholders' Meeting and which significantly affects the course of the Bondholders' Meeting, the Chairman will inform the Bondholders participating in the Bondholders' Meeting.

The Chairman of the Bondholders' Meeting may decide at his absolute discretion, taking into account the potential impact on the decision-making process at the Bondholders' Meeting,

whether the Bondholders' Meeting should be adjourned or interrupted due to this failure or take place without the possibility for certain Bondholders to participate or/and vote or/and observe the Bondholders' Meeting.

If the Chairman determines that the Online Platform or the teleconference application no longer allows all (or part) of the Bondholders to observe the conduct of the Bondholders' Meeting, vote electronically during (any part of) the Bondholders' Meeting, and submit questions during it, then the Chairman may, at his absolute discretion, continue, interrupt, adjourn the Bondholders' Meeting, change the order of discussion or/and decision-making on the items on the agenda of the Bondholders' Meeting, or proceed with the Bondholders' Meeting without the possibility for certain or all Bondholders attending the Bondholders' Meeting via the Online Platform and teleconference application to observe the conduct of the Bondholders' Meeting and/or vote electronically during (any part of) the Bondholders' Meeting. The Chairman of the Bondholders' Meeting will notify this decision to the extent reasonably possible to the Bondholders attending the Bondholders' Meeting.

2.7. If the Chairman of the Bondholders' Meeting decides to interrupt or adjourn the Bondholders' Meeting as mentioned under term 2.6, then all the proceedings conducted up to the point of interruption or adjournment and any decisions taken on the items on the agenda will be valid.

3. Participation and Voting Rights in the Bondholders' Meeting

3.1. The Bondholders' Meeting is deemed to have commenced with the announcement of its commencement by the Chairman of the Bondholders' Meeting to the Bondholders.

3.2. Each Bondholder may participate, observe effectively the conduct of the Bondholders' Meeting, and vote in real time electronically, provided that they have proceed with the necessary actions mentioned in the Bondholders' Meeting Invitation for the creation and use of an electronic account in the Online Platform and under the terms 1.1 to 1.6 hereof and in accordance with the instructions provided in the Invitation.

3.3. Bondholders intending to participate in the Bondholders' Meeting must log in via the Online Platform before the Bondholders' Meeting and declare their intention to participate in the Meeting. After declaring their intention to participate, the Bondholder will receive a personalized message via email including the link which they must follow to connect to the Bondholders' Meeting's teleconference (video conference).

3.4. On the day of the Bondholders' Meeting, Bondholders intending to participate in the Meeting must log in promptly via the Online Platform at least fifteen (15) minutes before the time of commencement of the Bondholders' Meeting provided for in the Invitation and declare the number of voting rights with which they will participate and vote in the Bondholders' Meeting, and, if they wish, modify it (to a smaller number).

3.5. Bondholders who have not logged in promptly to the Online Platform before the commencement of the Bondholders' Meeting according to term 3.4 and until the announcement of its commencement by the Chairman of the Bondholders' Meeting, will not be counted among the Bondholders attending the Bondholders' Meeting, will not be able to exercise their voting rights or take the floor and submit questions at the Bondholders'

Meeting, and will only be able to watch the live stream of the Bondholders' Meeting via teleconference (video conference).

3.6. Bondholders who have not met the deadline for appointing their proxy or representative (i.e., at least 48 hours before the Bondholders' Meeting), and have nevertheless logged in promptly via the Online Platform before the commencement of the Bondholders' Meeting according to term 3.4, will participate in the Bondholders' Meeting unless the Bondholders' Meeting refuses for a significant reason and justifies this refusal. In this case, they will not be counted among the Bondholders attending the Bondholders' Meeting and will only be able to watch the live stream of the Bondholders' Meeting via teleconference (video conference).

3.7. Bondholders who have complied with the above formalities and have logged in promptly to the Online Platform before the start of the Bondholders' Meeting: (i) are deemed to attend in person the Bondholders' Meeting, (ii) are counted for the calculation of the quorum of Bondholders present or represented at the Bondholders' Meeting and in the calculation of the percentage of the outstanding principal of the CBL present or represented at the Bondholders' Meeting with the number of voting rights they declared they would exercise according to term 3.3 above, (iii) will be able to observe the conduct of the Bondholders' Meeting by electronic or audio-visual means, (iv) will be entitled to vote in real-time during the Bondholders' Meeting on the items on the agenda at the time announced by the Chairman, (v) will be able to take the floor and address the Bondholders' Meeting orally during the Bondholders' Meeting, (vi) will receive information about the recording of their vote.

3.8. The names of Bondholders recorded as participants in the Bondholders' Meeting via the Online Platform will be included in the list of Bondholders present at the Bondholders' Meeting in person or through a proxy (if any).

3.9. Any early disconnection of a Bondholder who had logged in promptly according to term 3.4 from the Online Platform before the end of the Bondholders' Meeting does not affect the calculation of the quorum of Bondholders present or represented at the Bondholders' Meeting during their connection. This Bondholder will be able to reconnect to the Online Platform, continue to observe the conduct of the remainder of the Bondholders' Meeting, and exercise all their participation and voting rights electronically. In any other case, Bondholders will only be able to watch the live stream of the Bondholders' Meeting via teleconference (video conference).

3.10. Bondholders will be able to vote electronically as of the time the Chairman of the Bondholders' Meeting announces the commencement of voting on the items on the agenda, after the completion of presentations and discussion on the items on the agenda, and until the time the Chairman of the Bondholders' Meeting announces the end of voting. The Chairman of the Bondholders' Meeting may also, at his absolute discretion, decide that voting will be possible as of the commencement of the Bondholders' Meeting and until the time he announces the end of voting.

4. Vote Confirmation and Voting Results

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4.1. The submission of a Bondholder's vote via the Online Platform is final and cannot be revoked.

4.2. Each Bondholder who voted in the Bondholders' Meeting will receive confirmation of their vote recording on the items on the agenda via the Online Platform from "Hellenic Central Securities Depository S.A." after the end of the Bondholders' Meeting.

4.3. If, during the voting, the Bondholder does not fully exercise the voting rights for which they declared participation in the Bondholders' Meeting, they will receive, according to term 4.2, confirmation from "Hellenic Central Securities Depository S.A." after the end of the Bondholders' Meeting, where the remaining rights will be marked as "ABSTENTION."

4.4. After the end of the voting on the items on the agenda and the counting of votes, the Chairman announces the voting result to the Bondholders. The voting results on the items on the agenda of the Bondholders' Meeting will be published on the Company's website in accordance with the law.

5. Communication

For any questions regarding these Bondholders' Meeting Terms, Bondholders can contact the Company's Investor Relations Department at the following email address ir.ternaenergy@terna-energy.com or by phone at (+30) 210 6968457 daily during working days and hours. For technical support issues, Bondholders and their proxies can contact at the following email address AXIAeShareholdersMeeting@athexgroup.gr or by phone at +30 210 3366426.

6. Definitions

6.1. "**Company**" means the société anonyme under the name "TERNA ENERGY FINANCE S.A.".

6.2. "**Online Platform**" means the online platform <https://axia.athexgroup.gr> developed by the Hellenic Stock Exchange Group-Athens Exchange S.A. and provided by "Hellenic Central Securities Depository S.A." for the provision of services for the holding of General Meetings remotely in real time via teleconference to issuers without the physical presence of Bondholders.

6.3. "**Teleconference application/teleconference**" means the Zoom meetings service provided by Zoom Video Communications Inc., which provides teleconferencing (video conference) capability.

6.4. "**Bond Loan**" or "**CBL**" means the common bond loan of an amount of €150,000,000 issued by the Company pursuant to the CBL Programme.

6.5. "**Bondholder**" means the natural or legal person who is listed as the holder of the Company's bonds in the records of the Dematerialized Securities System (D.S.S.) managed by Hellenic Central Securities Depository S.A. or identified as such through registered intermediaries or other intermediaries, in accordance with the provisions of the relevant legislation, at the start of the fifth (5th) day before the date of the Bondholders' Meeting,

i.e., on 26.09.2024 concerning both the initial Bondholders' Meeting and any repetitive Bondholders' Meeting, and has voting rights, as may be represented at the Bondholders' Meeting, including for the purposes hereof those otherwise exercising voting rights pursuant to a relevant legal relationship.

6.6. "**Remote Meeting Terms**" means these terms and conditions.

6.7. "**CBL Programme**" means the Bond Loan Issuance Programme of an amount up to €150,000,000, pursuant to which the Company issued the Bond Loan.

6.8. "**Chairman of the Meeting**" means the Chairman of the Meeting.

6.9. "**Meeting**" means the Meeting of Bondholders of the common bond loan of an amount of €150,000,000 issued by the Company pursuant to the CBL Programme, to be held in a hybrid manner, i.e., with presence at the offices of the Bondholders' Agent "HELLENIC CENTRAL SECURITIES DEPOSITORY S.A.," located at 110 Athinon Avenue, Athens 104 42, and with the possibility for Bondholders to participate remotely by real-time teleconference, in accordance with the provision of Article 125 paragraph 1 of Law 4548/2018.

6.10. "**Third-Party Providers**" means the companies "Hellenic Central Securities Depository S.A." and "Zoom Video Communications Inc."