# INDEPENDENT LIMITED ASSURANCE REPORT ON THE INFORMATION INCLUDED IN THE CURRENT REPORTS PREPARED BY THE COMPANY IN ACCORDANCE WITH THE PROVISIONS OF LAW NO. 24/2017, AS REVISED, AND FSA REGULATION NO. 5/2018 

## To the Management,

Societatea Energetica Electrica S.A.

We have been contracted by Societatea Energetica Electrica S.A. (herein after referred to as "the Company") in order to report according to the requirements of Law no. 24/2017 on issuers of financial instruments and market operations, as revised (herein after referred to "Law no. 24/2017") on the information included in the accompanying current reports, dated July 4, 2023, July 7, 2023, August 10, 2023, September 1, 2023, September 5, 2023, September 13, 2023, September 25, 2023, October 16, 2023, November 2, 2023, November 9, 2023, December 6, 2023, December 19, 2023, December 28, 2023 ("Current Reports"), which were prepared by the Company in accordance with article 108 of Law no. 24/2017 for the Current Reports prepared during the period 1 July 2023-31 December 2023, and the provisions of Regulation no. 5/2018 of the Financial Supervisory Authority (herein after referred to as "FSA"), to report to the Financial Supervisory Authority and the Bucharest Stock Exchange ("BSE") for the period 1 July 2023-31 December 2023, in the form of a limited assurance conclusion.

Limited assurance is a lower level of assurance and it is not a guarantee that an assurance engagement conducted in accordance with International Standard on Assurance Engagements (ISAEs) will always detect a material misstatement when it exists.

## Specific Scope

The scope of our report is exclusively that laid down in the first paragraph hereof and our report is prepared for the information of the Company, of the BSE and the FSA and shall not be used for any other purpose. Our report shall not be deemed adequate for use by any party that wishes to acquire rights towards us, other than the Company, for any purpose or in any context.

Any party other than the Company, which gains access to our report or a copy hereof and choses to rely on our report (or a portion hereof), shall do so on its own responsibility. Our engagement was conducted so as to report on such matters that we must report in an independent limited assurance report, and not for other purposes. This report refers only to the elements mentioned hereunder and does not extend to the Company's financial statements or other reports issued by the Company, individually or as a whole.

## Management's Responsibility

The Company's management and/or the Company's subsidiary management, where the case, is responsible for the preparation of the Current Reports and conclusion of the transactions reported in accordance with Law no. 24/2017 and FSA Regulation no. $5 / 2018$, as revised. Moreover, the Company's management and/or the Company's subsidiary management, where the case, is responsible for the design, implementation and maintenance of internal controls that enable the preparation of Current Reports that are free from material misstatements, whether due to fraud or error.

The Company's management and/or the Company's subsidiary management, where the case, is also responsible to make sure that the supporting documents underlying the preparation of the Current Reports and evidence provided to the auditor are complete, correct and justified.

## Auditor's Responsibility

We conducted our limited assurance engagement in accordance with International Standard on Assurance Engagements ISAE 3000 (Revised) - Assurance engagements other than audits or reviews of historical financial information. This standard requires that we comply with ethical requirements, plan and perform the assurance engagement to obtain limited assurance about the Current Report(s).

## Deloitte

Our firm applies International Standard on Quality Management 1 ("ISQM1") and, accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We have complied with the independence and other ethical requirements of the Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants ("IESBA Code"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The procedures selected depend on the auditor's judgment and understanding of the reported transaction included in the Current reports, and of other circumstances of the engagement, as well as on our considerations as to the areas where material misstatements might arise. In obtaining an understanding of the reported transaction included in the current reports, we have taken into consideration the process used by the Company for concluding the transactions and preparing and presenting the current report in accordance with Law no. 24/2017 and FSA Regulation 5/2018, for the purpose of determining the assurance procedures applicable in the given circumstances, but not for the purpose of expressing a conclusion on the efficacy of the process or of the Company's internal control for concluding the reported transaction included in the Current reports and for preparing and presenting the accompanying Current reports.

The procedures include, in particular, making enquiries of those in charge of financial reporting and risk management, as well as additional procedures aimed at obtaining evidence on the information included in the Current reports.

The procedures of obtaining evidence in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement. Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

As regards the Company's Current reports, in order to assess the justified and correct nature of the transactions reported in such reports, we have conducted the following procedures:

1) We have obtained from the Company the Current reports prepared during the verified period, mentioned in the first paragraph of this report and details on the transactions included in these reports.

We have checked whether the persons approving such reports are the Company's authorised representatives and requested the list of authorised signatures.
2) For the transactions sampled, presented in the Current reports, we have determined whether the details thereof are consistent, in all material respects, with the information included in the signed contracts/contractual agreements, made available to us, and whether they were signed by the Company's representatives and/or by the Company's subsidiary representatives, where the case, in accordance with the list of authorised signatures provided to us. Where applicable, we have checked whether the details included in the Current reports match the documentation pertaining to such contracts: the parties who signed the supporting documents; the date when the documentation was signed and the nature thereof; description of the type of goods/services indicated in the documentation; the achieved or estimated aggregated value of the transactions reported and, where applicable, guarantees and penalties established, payment terms and methods, the related contractual terms and conditions.
3) For the transactions sampled, we have checked whether the details presented in the accompanying Current reports match the information obtained by us following the enquiries with the Company's management and/or with the Company's subsidiary representatives, where the case, as well as with the documentation accompanying the contracts, as applicable.
4) For the transactions analysed on a sample basis, to the extent there is a market price for the goods or services provided between the Company and its affiliates, between the Company's subsidiaries and its affiliates or between the Company's subsidiaries we have discussed with the Company's management and/or with the Company's subsidiary management, where the case, the pricing of such goods or services and whether, on a case by case basis, the agreed upon prices are consistent with those applied by other (third) parties for similar goods or services and whether the related contracts are approved by the appropriate level of management in accordance with its internal procedures.

If there are no market prices available, we have discussed whether such transactions are carried out based on the Company's and/or with the Company's subsidiary, where the case, internal procedures regarding the substantiation of the pricing and, respectively, whether the related contracts are approved by the appropriate level of management in accordance with the approved Company and/or Company's subsidiary, where the case, internal procedures.

## Deloitte

Our procedures have been conducted only for the transactions included in the Current Reports, which were issued by the Company during the period 1 July 2023-31 December 2023. We have not conducted any procedures to check whether Current Reports include all the transactions that the Company should report as per article 108 of Law no. 24/2017 for such period.

The procedures performed do not constitute an audit according to the International Standards on Auditing, nor an examination of the effectiveness of the Company's internal control systems, or an examination of compliance with laws, regulations, or other matters. Accordingly, our performance of the procedures does not result in the expression of an opinion, or any other form of assurance on the Company's internal control systems or its compliance with laws, regulations, or other matters.

The assurance provided by our procedures should therefore be considered at the light of these limitations on the nature and extent of evidence-gathering procedures performed.

We believe that our evidence obtained is sufficient and appropriate to provide a basis for our limited assurance conclusion.

## Conclusion

Our conclusion was formed on the basis of and considering the matters presented in this independent limited assurance report. Based on the procedures described above and the evidence obtained, nothing has come to our attention that causes us to believe that:
a) the information included in the Current reports issued during the period 1 July 2023 - 31 December 2023 is not consistent in all material respects with the supporting documents made available to us by the Company.
b) the information included in the accompanying Current reports is not consistent in all material respects with the requirements of Law no. 24/2017 and FSA Regulation 5/2018, as regards the signatories of the supporting documents; the date when the documentation was signed and the nature thereof; the description of the type of goods/services referred to in the documentation; the achieved or estimated aggregate value of the contracts, and, if applicable, guarantees and penalties established, payment terms and methods, the related contractual terms and conditions.
c) the contracts underlying the transactions reported and analysed have not been duly authorised by the Company's and/or the Company's subsidiary representatives, where the case, and have not been approved by the Company's and or the Company's subsidiary, where the case, appropriate level of management.
d) the prices agreed upon by the parties have not been mutually accepted based on the type of goods/services and other terms and conditions stipulated, as applicable, in the agreements between the parties and have not been determined according to the criteria mentioned at item 5) of the list of procedures herein above.

On behalf of:
Deloitte Audit SRL

Răzvan Ungureanu

For signature, please refer to the original Romanian version.

Bucharest, Romania
January 30, 2024

To: Romanian Financial Supervisory Authority (FSA)<br>Bucharest Stock Exchange (BSE)<br>London Stock Exchange (LSE)

Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 4 July 2023

Company name: Societatea Energetica Electrica S.A. (Electrica)

Headquarters: 9 Grigore Alexandrescu Street, $\mathbf{1}^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM

Electrica informs its shareholders and investors about the conclusion/execution, in the period 30 April - 30 June 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

According to the contractual conditions between EFSA and OPCOM in the conventions in the table in the annex, invoices are issued with the date of the last day of the month of delivery and are sent electronically either in the first three working banking days of the following month, or in the first 5 working days of the following month for which the services are provided/months of delivery/months in which the transactions are carried out (see the column "Terms and payment methods"). Thus, some of the invoices included in this report were received and registered after 30 June 2023 (the date when the reporting threshold was exceeded), this represents the reason for the date of this report.

## CFO <br> Stefan Frangulea

| Agreement Type and No., execution date | Scope of the agreement | Value of transactions (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{gathered} \text { Buyer: EFSA } \\ \text { Seller: OPCOM } \\ \hline \end{gathered}$ |  |  |  |  |  |  |  |
| 1. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM Transaction and administration tariff | 104,515.90 | 1 Jan 2023 | undetermined | 82,041 | See Note 1 below | The buyer must ensure the necessary financial availability to debit the account opened at the Settlement Bank, at the amount requested by OPCOM S.A. through the direct debit instruction calculated according to the Daily Settlement Notes, at the terms provided in the SEPA Direct Debit Mandate and to document, monthly, the collection of rights and the payment of mutual obligations, of equal value, by accessing the compensation/regularization mechanisms provided in the "Procedure regarding receipts and payments related to transactions on the Market..." <br> OPCOM S.A. issues the invoices dated the last day of the month of delivery and sends them, signed electronically, by email, to the Participants in the first three banking days of the month following the month of delivery. <br> The participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations. |
| 2. Convention PC OTC, PCCB-LEFLEX, PCCB-NC 963/28Dec. 2022 | Centralized Market organization and administration services with continuous double negotiation of bilateral and forward electricity contracts | 4.93 | 28 Dec 2022 | undetermined | N/A | See Note 2 below |  |
| 3. Convention PCSCV/ PC ESRE CV 962/28Dec2022 | Centralized Market organization and administration services for electricity from renewable sources supported through green certificates | 26.73 | 28 Dec 2022 | undetermined | N/A | See Note 3 below | added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. <br> Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. |


| Agreement Type and No., execution date | Scope of the agreement | Value of transactions (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4. Agreement 81670/1 Oct 2011 AD3/1274/7Jul2021 | Data access and reporting for compliance with the provisions on the integrity and transparency of the wholesale energy market (REMIT) | 1.90 | 7 July 2021 | undetermined | N/A | See Note 4 below | The invoice will be issued and sent electronically (by e-mail) by OPCOM within no more than 5 working days from the date of receipt of the invoice from ACER and will contain the breakdown of the fee charged by ACER in 2021 by component. <br> The Market Participant undertakes to pay the invoice in full by bank transfer, with a payment order, within a maximum of 5 working days from the date of its receipt. |
| 5. Agreement 55659/27Dec2022 <br> MACEE <br> AD4/26Apr2023 <br> AD5/25May2023 | Sale/purchase of electricity through The annual mechanism for the centralized purchase of electricity (MACEE) | 114,271.04 | 1 Mar 2023 | 31 Jan 2023 | 25,250 |  | The buyer has the obligation to have and maintain a cash account (lei) at a commercial bank in Romania and to conclude a SEPA Direct Debit Mandate by which he authorizes that OPCOM S.A. to issue whenever necessary an IDD on his account in accordance with the provisions imposed under the Procedure regarding collections and payments related to sales and purchases through MACEE. <br> The Seller issues the invoice for the value of the electricity sold, with the date of the last day of the month of delivery for which it is issued, and sends it to the Buyer, signed electronically, by email, in the first 4 bank working days of the month following the month of delivery. |
| Seller: EFSA <br> Buyer: OPCOM |  |  |  |  |  |  |  |
| 6. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM Trading and administration tariff | 231.29 | 1 Jan 2023 | undetermined | N/A | N/A | DAM Participants issue the invoices, with the date of the last day of the delivery month and send them to OPCOM S.A. by e-mail / fax, in the first three working banking days of the month following the month of delivery. |

## Total executed amount during 30 April - 30 June 2023: RON 219,051.69 th.

Due and not due mutual receivables of EFSA from OPCOM at 29 Jun 2023: RON 0 th.
Due and not due mutual debts of EFSA to OPCOM at 29 Jun 2023: RON -50,998.63 th.
Note 1: The letter of bank payment guarantee/financial guarantee in the form of a cash deposit remitted to the account of OPCOM S.A. will be executed on the working banking day following the day on which the refusal to execute the IDD was received.
Note 2: To pay, within five (5) working days from the date of transmission of the request by OPCOM, the penalty provided by the Procedure.
Note 3: To pay the equivalent of the penalty, if, due to his fault, a transaction on PCSCV is canceled.
Note 4: OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Beneficiary of the Services does not fulfill his payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without prior notification being necessary. During the suspension period, i.e. starting with the date immediately following the deadline of maximum 5 (five) working days (offer/transaction day, as the case may be) for the fulfillment of the payment obligations, OPCOM is exonerated from any responsibility for the non-execution of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Beneficiary of the Services fully pays the outstanding amounts due to OPCOM.

To:
Romanian Financial Supervisory Authority (FSA)
Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, ASF Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 7 July 2023
Company name: Societatea Energetica Electrica S.A. (Electrica)
Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Distributie Energie Electrica Romania SA (DEER) and Electrica Furnizare SA (EFSA), subsidiaries of Societatea Energetica Electrica SA (Electrica)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 11 May - 6 July 2023, of some transactions between DEER and EFSA, Electrica's subsidiaries, whose cumulated value exceeds the threshold of 5\% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON $199,818,824$.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

## CFO <br> Stefan Frangulea

| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-TN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 1 | 19840/9Jun2021 | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 54,048.00 | 1-Jul-21 | Indefinite |  | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The invoice is issued in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice |
| 2 |  | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO | 424.40 |  |  | 0.00 | In case the supplier does not pay the invoices related to the RED intervention services within 30 days from the due date, the DO will claim late penalties of $0.01 \%$ for each day of delay, calculated on the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties cannot exceed the amount owed | Payment is made within 30 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ \text { (RON th) } \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | Convention 50277/22Feb2016, <br> AD 53229 A/20Oct2020 Bistrita |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 4 | Convention 30728/22Feb2016, <br> AD. 4/56021/7Oct2020 Oradea |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 5 | Convention E12.2.59/ 8Mar2011-Oradea - utilities breakdown Oradea building headquarters | Re-invoicing utilities expenses | 90.27 | 1-Feb-21 | $\begin{aligned} & 31 \mathrm{Dec} \\ & 2023 \end{aligned}$ | 0.00 | Non-payment of the invoice within 30 days from the due date authorizes the lessor to request late-payment penalties equal to the late-payment penalties due for not paying the tax obligations to the state budget in due time, applied to the amount due for each day of delay, starting with day following the due date and until the date of settlement of the amount due, exclusively. The value of the penalties may not exceed the value of the outstanding debt. | Payment is made within 10 calendar days from the date of registration of the invoice to the tenant |
| 6 | Convention 60380/22 Feb 2016, AD SM 63761A/ 16 Dec 2020 Satu Mare |  |  | 1 Jan 2016 |  |  |  |  |
| 7 | Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare |  |  | 01.ian. 17 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount |  |
| 8 | Convention 17/28 Feb 2019 - <br> Cluj |  |  | 01.mar. 19 |  |  | due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the |  |
| 9 | Convention 70022/05.01.2017, AD 71117A/1267/18.07.2018 Zalau |  |  | 1 Jan 2017 |  |  |  |  |
| 10 | Transaction from 13Jun2023 | provision of IT and Communications services | 1,233.84 |  |  |  |  |  |



| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ \text { (RON th) } \\ \hline \end{gathered}$ | $\begin{gathered} \text { Date of } \\ \text { entry into } \\ \text { force } \\ \hline \end{gathered}$ | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-MN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 16 | $\begin{aligned} & \text { C-19840/ } \\ & \text { 9Jun2021 } \end{aligned}$ | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 58,806.41 | 01.iul. 21 | Indefinite | N/A | $0.02 \%$ (penalty interest as a percentage of the interest due for nonpayment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). There is a 30 calendar day grace period. | Payment is made in 10 working days from the date of receipt of the invoice. |
| 17 |  | Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO other services as DO | 488.72 | 01.iul. 21 | Indefinite | N/A |  | Payment is made within 30 days from the date of issuing the invoice. |
| 18 | 2630/ 1Mar2018 | Reinvoicing common expenses (security services) | 3.27 | 01.mar. 18 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 19 | 10335/ 1Aug2007 | Revenues from the re-invoicing of common expenses | 18.10 | 01.aug. 07 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 20 | C37109/2022 | Reinvoicing common expenses | 2.31 | 01.mar. 19 | 31.dec. 23 | N/A | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 21 | Transaction from 13Jun2023, <br> AD1/14Apr2022 | Income from the provision of IT and Communications services | 1,014.70 | 01.mar. 19 | 31.dec. 23 | N/A | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ (\text { RON th }) \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: EFSA Buyer/Beneficiary: DEER |  |  |  |  |  |  |  |  |
| 22 | Ctr. 22/15Feb2018 <br> AD 4/16Dec2019 <br> AD 5/31Dec2020 <br> AD 6/1Feb2021 <br> AD 7/3Jun2021 | Providing the representation service as Balancing Responsible Party | 26,567.44 | 1-Mar-18 | 31Dec2022 with automatic extension for periods of 12 months according to AD 4/ 16Dec2019 | N/A | If, through his sole fault, the Provider fails to fulfill its obligations under the contract, the Buyer has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of $1.5 \%$ of the monthly tariff established. | Payment is made within 3 working days from the date of receipt of the invoice |
| 23 | Convention 72/34/26Jan2017- <br> Cluj <br> Convention 13/02Feb2017 - <br> Gherla <br> Convention 21/18Feb2010 - <br> Oradea <br> AD1/13Jul2018 <br> AD2/01Mar2019 <br> AD4/13Feb2019 la <br> Rental contract 885/31Dec2015 | Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003 | 2.41 | 1-Jan-17 | 31-Dec-23 | N/A | For delays in the payment of the invoice greater than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, late penalties in the amount of $0.03 \%$ applied to the amount due, for each day delay calendar, starting with the first day after the due date. The amount of the penalties cannot exceed the amount of the outstanding debt. | Payment is made within 10 days from the date of registration of the invoice to the Tenant |
| 24 | Ctr 876/31Dec2015, <br> Ad 3/18 Jan 2019 <br> Reinvoicing utilities regarding <br> Annex 2 Bv | Reinvoicing common expenses | 17.07 | 1-Jan-16 | 31-Dec-23 | N/A | In case of non-fulfillment of the payment obligations on the due date, the Tenant has the obligation to pay, as penalties, an amount equivalent to $0.02 \%$ of the unpaid amount for each day of delay | The payment of the invoice will be made by bank transfer within 10 working days from the date of registration of the invoice by the tenant |
| 25 | AD 10 / 3Mar2023 at Electricity suply contract 189 / 27.03.2017 | Extension of the electricity supply contract on the competitive active energy market, with a fixed value | 4,800.27 | 1-Jun-17 | 31-Dec-23 | See Note 1 | Non-payment by the beneficiary of the invoice within 30 calendar days of the counter value of the invoices from the due date (set at 10 banking days from the date of issue), the beneficiary owes the supplier penalties equal to the interest due for non-payment on the ground of budgetary obligations for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. <br> The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. <br> The due date is 10 banking days from the date of the invoice. <br> Grace period 30 calendar days from the due date |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ (\text { RON th }) \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 26 | Contract 822 / 4 Oct 2021 | Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003 | 7.31 | 1-Aug-17 | See Note 2 | N/A | If the beneficiary does not pay the counter value of the invoices within 30 calendar days from the established due date, the beneficiary owes the supplier penalties in the amount of $0.04 \%$ for each day of delay, starting with the 31st day from the due date and until full payment of the invoice. The value of the penalties cannot exceed the value of the amount paid | The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration to the beneficiary. |
| 27 | Ctr Natural Gas Supply no. 15292085-GN/ <br> 28 Feb 2022 <br> AD3/02 March 2023 | Extension of the natural gas supply contract on the competitive active energy market, until 1 July 2023 | 341.37 | 1-Mar-16 | 31-Dec-23 | See Note 3 | The party that does not perform its obligations under the contract by the due date is legally in default without the need for notification. It also owes penalties equal to the interest due for non-payment of budget obligations on the ground for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. <br> The due date is 30 banking days from the date of issuing the invoice. <br> The invoice is considered paid on the date of crediting the EFSA supplier's bank account. |

Total executed during reporting period 11 May - 6 July 2023: RON 202,950.70 th.
Due and not due mutual debts of EFSA to DEER at 5 July 2023: RON 594,920.49 th
Due and not due mutual debts of DEER to EFSA at 5 July 2023: RON 5,539.88 th

Note 1

Note 2

Note 3

The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within 15 days from the date of interruption of the electricity supply.
According to the address from DEER 172727/12 Jul 2022, Contract 822/4 Oct 2021 was terminated citing a Decision of the High Court of Cassation and Justice 3807/2022. Consumption will continue to be billed until 30 June 2022.
A guarantee is established in the event that the buyer registers 5 days late payment, for $\mathbf{3}$ consecutive months.
The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added.

To:
Romanian Financial Supervisory Authority (FSA)
Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, ASF Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 10 August 2023
Company name: Societatea Energetica Electrica S.A. (Electrica)
Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Distributie Energie Electrica Romania SA (DEER) and Electrica Furnizare SA (EFSA), subsidiaries of Societatea Energetica Electrica SA (Electrica)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 7 July 2023 9 August 2023, of some transactions between DEER and EFSA, Electrica's subsidiaries, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

## CFO <br> Stefan Frangulea

| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ (\text { RON th }) \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-TN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 1 | 19840/9Jun2021 | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 51,131.17 | 1-Jul-21 | Indefinite |  | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The invoice is issued in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice |
| 2 |  | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO | 151.28 |  |  | 0.00 | In case the supplier does not pay the invoices related to the RED intervention services within 30 days from the due date, the DO will claim late penalties of $0.01 \%$ for each day of delay, calculated on the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties cannot exceed the amount owed | Payment is made within 30 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | Convention 50277/22Feb2016, AD 53229 A/20Oct2020 Bistrita |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 4 | Convention 30728/22Feb2016, AD. 4/56021/7Oct2020 Oradea |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 5 | Convention E12.2.59/ 8Mar2011-Oradea - utilities breakdown Oradea building headquarters | Re-invoicing utilities expenses | 24.41 | 1-Feb-21 | $\begin{aligned} & 31 \mathrm{Dec} \\ & 2023 \end{aligned}$ | 0.00 | Non-payment of the invoice within 30 days from the due date authorizes the lessor to request late-payment penalties equal to the late-payment penalties due for not paying the tax obligations to the state budget in due time, applied to the amount due for each day of delay, starting with day following the due date and until the date of settlement of the amount due, exclusively. The value of the penalties may not exceed the value of the outstanding debt. | Payment is made within 10 calendar days from the date of registration of the invoice to the tenant |
| 6 | Convention 60380/22 Feb 2016, AD SM 63761A/ 16 Dec 2020 Satu Mare |  |  | 1 Jan 2016 |  |  |  |  |
| 7 | Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare |  |  | 1-Jan-17 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to |  |
| 8 | Convention 17/28 Feb 2019 - $\qquad$ |  |  | 1-Mar-19 |  |  | calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 9 | Convention 70022/05.01.2017, AD 71117A/1267/18.07.2018 Zalau |  |  | 1 Jan 2017 |  |  |  |  |



| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-MN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 13 | $\begin{aligned} & \text { C-19840/ } \\ & \text { 9Jun2021 } \end{aligned}$ | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 122,882.81 | 1-Jul-21 | Indefinite | N/A | $0.02 \%$ (penalty interest as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). There is a 30 calendar day grace period. | Payment is made in 10 working days from the date of receipt of the invoice. |
| 14 |  | Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO other services as DO | 621.14 | 1-Jul-21 | Indefinite | N/A |  | Payment is made within 30 days from the date of issuing the invoice. |
| 15 | 2630/ 1Mar2018 | Reinvoicing common expenses (security services) | 0.81 | 1-Mar-18 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 16 | 10335/ 1Aug2007 | Revenues from the re-invoicing of common expenses | 5.80 | 1-Aug-07 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 17 | C37109/2022 | Reinvoicing common expenses | 0.83 | 1-Mar-19 | 31-Dec-23 | N/A | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ (\text { RON th }) \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: EFSA Buyer/Beneficiary: DEER |  |  |  |  |  |  |  |  |
| 18 | Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021 | Providing the representation service as Balancing Responsible Party | 5,460.33 | 1-Mar-18 | 31Dec2022 with automatic extension for periods of 12 months according to AD 4/16Dec2019 | N/A | If, through his sole fault, the Provider fails to fulfill its obligations under the contract, the Buyer has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of $1.5 \%$ of the monthly tariff established. | Payment is made within 3 working days from the date of receipt of the invoice |
| 19 | Convention 72/34/26Jan2017 - <br> Cluj <br> Convention 13/02Feb2017- <br> Gherla <br> Convention 21/18Feb2010 - <br> Oradea <br> AD1/13Jul2018 <br> AD2/01Mar2019 <br> AD4/13Feb2019 la <br> Rental contract 885/31Dec2015 <br> AD3/31Aug2022 | Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003 | 2.09 | 1-Jan-17 | 31-Dec-23 | N/A | For delays in the payment of the invoice greater than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, late penalties in the amount of $0.03 \%$ applied to the amount due, for each day delay calendar, starting with the first day after the due date. The amount of the penalties cannot exceed the amount of the outstanding debt. | Payment is made within 10 days from the date of registration of the invoice to the Tenant |
| 20 | AD 11 / 30Jun2023 at Electricity suply contract 189 / 27.03.2017 | Extension of the electricity supply contract on the competitive active energy market, with a fixed value | 2,660.75 | 1-Jun-17 | 31-Dec-23 | See Note 1 | Non-payment by the beneficiary of the invoice within 30 calendar days of the counter value of the invoices from the due date (set at 10 banking days from the date of issue), the beneficiary owes the supplier penalties equal to the interest due for non-payment on the ground of budgetary obligations for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. <br> The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. The due date is 10 banking days from the date of the invoice. <br> Grace period 30 calendar days from the due date |
| 21 | $\begin{aligned} & \text { Ctr Natural Gas Supply } \\ & \text { no. 15292085-GN/ } \\ & 28 \text { Feb 2022 } \\ & \text { AD3/12 June } 2023 \end{aligned}$ | Extension of the natural gas supply contract on the competitive active energy market, until 31 December 2023 | 311.08 | 1-Mar-16 | 31-Dec-23 | See Note 3 | The party that does not perform its obligations under the contract by the due date is legally in default without the need for notification. It also owes penalties equal to the interest due for non-payment of budget obligations on the ground for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. The due date is 30 banking days from the date of issuing the invoice. <br> The invoice is considered paid on the date of crediting the EFSA supplier's bank account. |

Total executed during reporting period 7 July - 9 August 2023: RON 225,978.63 th.
Due and not due mutual debts of EFSA to DEER at 8 August 2023: RON 665,290.92 th
Due and not due mutual debts of DEER to EFSA at 8 August 2023: RON 3,055.78 th
The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within 15 days from the date of interruption of the electricity supply.

Note 3

## billed until 30 June 2022.

A guarantee is established in the event that the buyer registers 5 days late payment, for 3 consecutive months.
The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added.

To:

## Romanian Financial Supervisory Authority (FSA)

Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law $24 / 2017$ on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 1 September 2023

Company name: Societatea Energetica Electrica S.A. (Electrica)

Headquarters: 9 Grigore Alexandrescu Street, $\mathbf{1}^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BVB) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Distributie Energie Electrica Romania SA (DEER), subsidiary of Societatea Energetica Electrica SA (Electrica) and OPCOM

Electrica informs its shareholders and investors about the conclusion/execution, in the period 3 May 31 August 2023, of some transactions between DEER, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON $199,818,824$.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

Note: Some invoices issued between 7 February and 2 May 2023 were received, for reasons independent of DEER, after 2 May 2023, so the transactions related to these invoices were included in this report.

CFO<br>Stefan Frangulea

Annex: Details regarding the transactions concluded by DEER and OPCOM between 3 May - 31 August 2023 of the kind listed in Art. 108 of Law No. $24 / 2017$

| Agreement Type and No., execution date | Scope of transactions | $\begin{aligned} & \text { Amount } \\ & \text { (RON th.) } \end{aligned}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Provider: OPCOM Beneficiary: DEER |  |  |  |  |  |  |  |
| DEER no.124/T/10/ 6 Jan 2021OPCOM no. 07/ 4 Jan 2021 | Purchase of electricity - DAM | 75,957.26 | 4 Jan 2021 | undetermined | 33,000 | N/A | Daily payment by direct debiting of the DEER account. |
|  | Trading tariffs DAM | 52.10 |  |  |  | N/A | Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. The invoice is considered paid on the date of registration of the payment in the bank statement of OPCOM. |
| DEER nr.89/09Jan2023 OCOM nr. 325/04Jan2023 | Representation on the REMIT energy market (ACER report - details of wholesale energy contracts) | 2.80 | 6 Jul 2021 | undetermined | N/A | N/A | The payment of the invoice is made, by the participant in the respective market, in full, by bank transfer, with a payment order, within a maximum of 5 (five) working days from the date of receipt of the invoice. |
| Convention DEER no.6587/19 Dec 2022 OCOM no. 52761/13 Dec 2022 Agreement DEER no.6826/29 Dec 2022 OCOM n0. 55430/23 Dec 2022 AD1 55430/23 Dec 2022 is being signed | Purchase of electricity on MACEE | 157,865.27 | $\begin{gathered} 23 \mathrm{Dec} \\ 2022 \end{gathered}$ | 31 Dec 2023 | 168,130 | N/A | Daily payment by direct debiting of the DEER SA account for the month of January 2023 |
|  | Trading tariff on MACEE | 84.34 | $\begin{gathered} 23 \mathrm{Dec} \\ 2022 \end{gathered}$ | 31 Dec 2023 |  | N/A | Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. The invoice is considered paid on the date of registration of the payment in the bank statement of OPCOM |
| Provider: DEER <br> Beneficiary: OPCOM |  |  |  |  |  |  |  |
| DEER no.124/T/10/ 6 Jan 2021 OPCOM no. 07/ 4 Jan 2021 | Sale of electricity DAM) | 391.82 | 4 Jan 2021 | undetermined | N/A | N/A | Daily collection by direct debiting of the DEER SA account |

Total executed amount during 3 May - 31 August 2023: RON 234,353.57 th
Due and not due mutual receivables of DEER from OPCOM on 31 August 2023: RON 0 th.

## Due and not due mutual debts of DEER to OPCOM on 31 August 2023: RON 62,395.42 th.

Note: According to the document "SUMMARY of the procedure regarding the invoicing and payment of the regulated tariff practiced by the electricity market operator for the services provided to the participants in the centralized electricity and green certificate markets", available on the OPCOM website here, whose provisions are also taken over in EFSA's internal procedures /DEER, invoices are issued by OPCOM, as well as by the OPCOM market participant, respectively the ELSA branch, and sent electronically in the first three working days of the month following the month in which the sale/purchase transactions were carried out, and the date of the invoice must be the last day of the month in which the transactions were made and must reach the partner within the first 10 calendar days of the following month. Thus, although the transactions and invoices are dated the last day of the previous month, ELSA reporting is carried out within a maximum of 24 hours from the date of actual receipt/transmission by electronic means of the invoices from/to OPCOM.

To:

## Romanian Financial Supervisory Authority (FSA)

Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 5 September 2023

## Company name: Societatea Energetica Electrica S.A. (Electrica)

Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM

Electrica informs its shareholders and investors about the conclusion/execution, in the period 1 July 31 August 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds the threshold of 5\% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199, 818,824.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

According to the contractual conditions between EFSA and OPCOM in the conventions in the table in the annex, invoices are issued with the date of the last day of the month of delivery and are sent electronically either in the first three working banking days of the following month, or in the first 5 working days of the following month for which the services are provided/months of delivery/months in which the transactions are carried out (see the column "Terms and payment methods"). Thus, some of the invoices included in this report were received and registered after 31 August 2023 (the date when the reporting threshold was exceeded), this represents the reason for the date of this report.

CFO
Stefan Frangulea

Annex: Details regarding the transactions concluded by EFSA with OPCOM in the period $1 \mathbf{~ J u l y}-31$ August 2023 of the kind listed in Art. 108 of Law No. $24 / 2017$

| Agreement Type and No., execution date | Scope of the agreement | Value of <br> transactions <br> (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Buyer: EFSA <br> Seller: OPCOM |  |  |  |  |  |  |  |
| 1. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM Transaction and administration tariff | 165,516.83 | 1 Jan 2023 | undetermined | 82,041 | See Note 1 below | The buyer must ensure the necessary financial availability to debit the account opened at the Settlement Bank, at the amount requested by OPCOM S.A. through the direct debit instruction calculated according to the Daily Settlement Notes, at the terms provided in the SEPA Direct Debit Mandate and to document, monthly, the collection of rights and the payment of mutual obligations, of equal value, by accessing the compensation/regularization mechanisms provided in the "Procedure regarding receipts and payments related to transactions on the Market..." <br> OPCOM S.A. issues the invoices dated the last day of the month of delivery and sends them, signed electronically, by email, to the Participants in the first three banking days of the month following the month of delivery. <br> The participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations. |
| 2. Convention PC OTC, PCCB-LEFLEX, PCCB-NC 963/28Dec. 2022 | Centralized Market organization and administration services with continuous double negotiation of bilateral and forward electricity contracts | 12.81 | 28 Dec 2022 | undetermined | N/A | See Note 2 below |  |
| 3. Convention PCSCV/ PC ESRE CV 962/28Dec2022 | Centralized Market organization and administration services for electricity from renewable sources supported through green certificates | 162.13 | 28 Dec 2022 | undetermined | N/A | See Note 3 below | added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. <br> Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. |


| Agreement Type and No., execution date | Scope of the agreement | Value of transactions (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4. Agreement 81670/1 Oct 2011 <br> AD3/1274/7Jul2021 | Data access and reporting for compliance with the provisions on the integrity and transparency of the wholesale energy market (REMIT) | 1.90 | 7 July 2021 | undetermined | N/A | See Note 4 below | The invoice will be issued and sent electronically (by e-mail) by OPCOM within no more than 5 working days from the date of receipt of the invoice from ACER and will contain the breakdown of the fee charged by ACER in 2021 by component. <br> The Market Participant undertakes to pay the invoice in full by bank transfer, with a payment order, within a maximum of 5 working days from the date of its receipt. |
| $\begin{aligned} & \text { 5. Agreement } \\ & \text { 55659/27Dec } 2022 \\ & \text { MACEE } \\ & \text { AD4/26Apr2023 } \\ & \text { AD5/25May2023 } \end{aligned}$ | Sale/purchase of electricity through The annual mechanism for the centralized purchase of electricity (MACEE) | 143,222.93 | 1 Mar 2023 | 31 Jan 2023 | 25,250 |  | The buyer has the obligation to have and maintain a cash account (lei) at a commercial bank in Romania and to conclude a SEPA Direct Debit Mandate by which he authorizes that OPCOM S.A. to issue whenever necessary an IDD on his account in accordance with the provisions imposed under the Procedure regarding collections and payments related to sales and purchases through MACEE. <br> The Seller issues the invoice for the value of the electricity sold, with the date of the last day of the month of delivery for which it is issued, and sends it to the Buyer, signed electronically, by email, in the first 4 bank working days of the month following the month of delivery. |
| $\begin{aligned} & \text { 6. Convention } \\ & \text { 52627/12Dec } 2022 \\ & \text { MACEE } \end{aligned}$ | Organization and administration services of the Centralized Electricity Purchase Mechanism (MACEE) | 10.13 | 12 Dec 2022 | 31 Dec 2023 | 115,000 |  | The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. |
| $\begin{gathered} \text { Seller: EFSA } \\ \text { Buyer: OPCOM } \end{gathered}$ |  |  |  |  |  |  |  |
| 7. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM <br> Trading and administration tariff | 853.24 | 1 Jan 2023 | undetermined | N/A | N/A | DAM Participants issue the invoices, with the date of the last day of the delivery month and send them to OPCOM S.A. by e-mail / fax, in the first three working banking days of the month following the month of delivery. |

## Total executed amount during 1 July - 31 August 2023: RON 309,779.96 th. <br> Due and not due mutual receivables of EFSA from OPCOM at 30 Aug 2023: RON -20.06 th. <br> Due and not due mutual debts of EFSA to OPCOM at 30 Aug 2023: RON -83,789.55 th.

Note 1: The letter of bank payment guarantee/financial guarantee in the form of a cash deposit remitted to the account of OPCOM S.A. will be executed on the working banking day following the day on which the refusal to execute the IDD was received.
Note 2: To pay, within five (5) working days from the date of transmission of the request by OPCOM, the penalty provided by the Procedure.
Note 3: To pay the equivalent of the penalty, if, due to his fault, a transaction on PCSCV is canceled.

Note 4: OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Beneficiary of the Services does not fulfill his payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without prior notification being necessary. During the suspension period, i.e. starting with the date immediately following the deadline of maximum 5 (five) working days (offer/transaction day, as the case may be) for the fulfillment of the payment obligations, OPCOM is exonerated from any responsibility for the non-execution of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Beneficiary of the Services fully pays the outstanding amounts due to OPCOM

To:
Romanian Financial Supervisory Authority (FSA)
Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, ASF Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 13 September 2023
Company name: Societatea Energetica Electrica S.A. (Electrica)
Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Distributie Energie Electrica Romania SA (DEER) and Electrica Furnizare SA (EFSA), subsidiaries of Societatea Energetica Electrica SA (Electrica)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 10 August 2023 - 12 September 2023, of some transactions between DEER and EFSA, Electrica's subsidiaries, whose cumulated value exceeds the threshold of 5\% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

## CFO <br> Stefan Frangulea

| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | $\begin{gathered} \text { Date of } \\ \text { entry into } \\ \text { force } \\ \hline \end{gathered}$ | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-TN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 1 | 19840/9Jun2021 | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 108,141.08 | 1-Jul-21 | Indefinite |  | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The invoice is issued in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice |
| 2 |  | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO | 822.16 |  |  | 0.00 | In case the supplier does not pay the invoices related to the RED intervention services within 30 days from the due date, the DO will claim late penalties of $0.01 \%$ for each day of delay, calculated on the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties cannot exceed the amount owed | Payment is made within 30 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | Convention 50277/22Feb2016, AD 53229 A/20Oct2020 Bistrita |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 4 | Convention 30728/22Feb2016, AD. 4/56021/7Oct2020 Oradea |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 5 | Convention E12.2.59/ 8Mar2011-Oradea - utilities breakdown Oradea building headquarters | Re-invoicing utilities expenses | 37.30 | 1-Feb-21 | $\begin{aligned} & 31 \mathrm{Dec} \\ & 2023 \end{aligned}$ | 0.00 | Non-payment of the invoice within 30 days from the due date authorizes the lessor to request late-payment penalties equal to the late-payment penalties due for not paying the tax obligations to the state budget in due time, applied to the amount due for each day of delay, starting with day following the due date and until the date of settlement of the amount due, exclusively. The value of the penalties may not exceed the value of the outstanding debt. | Payment is made within 10 calendar days from the date of registration of the invoice to the tenant |
| 6 | Convention 60380/22 Feb 2016, AD SM 63761A/ 16 Dec 2020 Satu Mare |  |  | 1 Jan 2016 |  |  |  |  |
| 7 | Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare |  |  | 1-Jan-17 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to |  |
| 8 | Convention 17/28 Feb 2019 - $\qquad$ |  |  | 1-Mar-19 |  |  | calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 9 | Convention 70022/05.01.2017, AD 71117A/1267/18.07.2018 Zalau |  |  | 1 Jan 2017 |  |  |  |  |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-TS Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 10 | C-19840/ 9Jun2021 | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 87,138.86 | 1-Jul-21 | Indefinite | N/A | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The invoice is issued in the first working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice.. |
|  |  |  |  |  |  |  |  |  |
| 11 |  | Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO other services as DO | 601.81 | 1-Jul-21 | Indefinite |  |  | Payment is made within 10 working days from the date of issuing/sending the invoice. |
| 12 | C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C 22/15Feb2018 AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018 | Providing the representation service as the Party Responsible for Balancing | 1,968.87 | 15-Feb-18 | Indefinite | N/A | Art. 16.1 If, due to its exclusive fault, the Provider fails to fulfill its obligations undertaken through the contract, the Purchaser has the right to deduct from the tariff established by the contract, an amount equal to a percentage of $1.5 \%$ of the established tariff conf of Annex 2. <br> Art 16.2 If the Purchaser does not fulfill any payment obligation arising from the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage rate for each day of delay is the interest due for non-payment of obligations for the state budget. Art 16.3 The same penalties as those stipulated in art 16.2 will be charged for any sums owed by the Purchaser based on the contract. | The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt |
| 13 | C3215/11.07.2023 | Servicii de suport utilizatori IT \& C, servicii de securitate cibernetica, servicii de telecomunicatii sl servicii de administrare infrastructra IT \& C | 273.20 | 11-Jul-23 | 11 July 21024 | N/A | Art 19.1 - If, due to his exclusive fault, the provider fails to fulfill the obligations undertaken through the contract, then the beneficiary has the right to claim, as penalties, an amount equivalent to a percentage of $0.03 \%$ for each day of delay, applicable to the value of services not provided. <br> Art 19.2 - If the beneficiary does not honor the invoices issued by the supplier within the terms stipulated in clause 15.1 , then the supplier is entitled to claim penalties of $0.03 \%$ per day of delay, calculated on the value of the unpaid amount. | Payment is made within 30 calendar days from the date of registration of the invoice at the registry of the beneficiary |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-MN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 14 | $\begin{aligned} & \text { C-19840/ } \\ & \text { 9Jun2021 } \end{aligned}$ | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 67,360.05 | 1-Jul-21 | Indefinite | N/A | $0.02 \%$ (penalty interest as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). There is a 30 calendar day grace period. | Payment is made in 10 working days from the date of receipt of the invoice. |
| 15 |  | Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO other services as DO | 3.25 | 1-Jul-21 | Indefinite | N/A |  | Payment is made within 30 days from the date of issuing the invoice. |
| 16 | 2630/ 1Mar2018 | Reinvoicing common expenses (security services) | 0.22 | 1-Mar-18 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 17 | 10335/ 1Aug2007 | Revenues from the re-invoicing of common expenses | 6.26 | 1-Aug-07 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 198 | C37109/2022 | Reinvoicing common expenses | 0.54 | 1-Mar-19 | 31-Dec-23 | N/A | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: EFSA Buyer/Beneficiary: DEER |  |  |  |  |  |  |  |  |
| 19 | Ctr. 22/15Feb2018 <br> AD 4/16Dec2019 <br> AD 5/31Dec2020 <br> AD 6/1Feb2021 <br> AD 7/3Jun2021 | Providing the representation service as Balancing Responsible Party | 7,949.77 | 1-Mar-18 | 31Dec2022 with automatic extension for periods of 12 months according to AD 4/16Dec2019 | N/A | If, through his sole fault, the Provider fails to fulfill its obligations under the contract, the Buyer has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of $1.5 \%$ of the monthly tariff established. | Payment is made within 3 working days from the date of receipt of the invoice |
| 20 | Convention 72/34/26Jan2017- <br> Cluj <br> Convention 13/02Feb2017- <br> Gherla <br> Convention 21/18Feb2010 - <br> Oradea <br> AD1/13Jul2018 <br> AD2/01Mar2019 <br> AD4/13Feb2019 la <br> Rental contract 885/31Dec2015 <br> AD3/31Aug2022 | Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003 | 1.52 | 1-Jan-17 | 31-Dec-23 | N/A | For delays in the payment of the invoice greater than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, late penalties in the amount of $0.03 \%$ applied to the amount due, for each day delay calendar, starting with the first day after the due date. The amount of the penalties cannot exceed the amount of the outstanding debt. | Payment is made within 10 days from the date of registration of the invoice to the Tenant |
| 21 | Contract 876/31dec2015, AA <br> 3/18 ian 2019 <br> Refacturari utilitati conform Anexa 2 Bv | Refacturari cheltuieli comune | 17.58 | 1-Jan-16 | 31-Dec-23 | N/A | In case of non-fulfillment of the payment obligations on the due date, the Tenant has the obligation to pay, as penalties, an amount equivalent to $0.02 \%$ of the amount not paid on time for each day of delay | The payment of the invoice will be made by bank transfer within 10 working days from the date of registration of the invoice by the tenant |
| 22 | Contract 822 / 04 oct 2021 | Refacturari - cota energie pensionari; Contravaloare energie electrica acordata persoanelor fizice beneficiare ale prevederilor HG. 1041/2003 si HG.1461/2003 | 35.04 | 1-Aug-07 | See Note 2 | N/A | Art. 4.1.5. If the payer does not pay the counter value of the invoices within 30 days from the established due date, he owes the provider penalties equal to the level of interest charged for the late payment of debts to the state budget for each day of delay after the due date and until payment in full, including the day of payment. The amount of the penalties cannot exceed the amount paid. <br> Art 5.1.2. If the provider does not fulfill its assumed obligation to send the invoice to the payer within 3 days, the payer has the right to calculate damages - interests equal to the amount equivalent to the share of $0.1 \%$ of the contract value (of the settlement invoice ) related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. | The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration by the beneficiary. |
| 23 | AD 11 / 30Jun2023 at Electricity suply contract 189 / 27.03.2017 | Extension of the electricity supply contract on the competitive active energy market, with a fixed value | 3,639.62 | 1-Jun-17 | 31-Dec-23 | See Note 1 | Non-payment by the beneficiary of the invoice within 30 calendar days of the counter value of the invoices from the due date (set at 10 banking days from the date of issue), the beneficiary owes the supplier penalties equal to the interest due for non-payment on the ground of budgetary obligations for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. <br> The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. The due date is 10 banking days from the date of the invoice. <br> Grace period 30 calendar days from the due date |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 24 | Ctr Natural Gas Supply no. 15292085-GN/ <br> 28 Feb 2022 <br> AD3/12 June 2023 | Extension of the natural gas supply contract on the competitive active energy market, until 31 December 2023 | 4.72 | 1-Mar-16 | 31-Dec-23 | See Note 3 | The party that does not perform its obligations under the contract by the due date is legally in default without the need for notification. It also owes penalties equal to the interest due for non-payment of budget obligations on the ground for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. <br> The due date is 30 banking days from the date of issuing the invoice. <br> The invoice is considered paid on the date of crediting the EFSA supplier's bank account. |

Total executed during reporting period 10 August 2023-12 September 2023: RON 278,001.85 th
Due and not due mutual debts of EFSA to DEER at 8 August 2023: RON 610,700.38 th
Due and not due mutual debts of DEER to EFSA at 8 August 2023: RON 3,132.09 th

Note 1

Note 2
Note 3

The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within 15 days from the date of interruption of the electricity supply.
According to the address from DEER 172727/12 Jul 2022, Contract 822/4 Oct 2021 was terminated citing a Decision of the High Court of Cassation and Justice 3807/2022. Consumption will continue to be billed until 30 June 2022.
A guarantee is established in the event that the buyer registers 5 days late payment, for $\mathbf{3}$ consecutive months.
The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added.

## To: Romanian Financial Supervisory Authority (FSA) <br> Bucharest Stock Exchange (BSE) <br> London Stock Exchange (LSE)

Current report in compliance with the Law $\mathbf{2 4 / 2 0 1 7}$ on issuers of financial instruments and market operations, FSA Regulation no. $\mathbf{5 / 2 0 1 8}$ on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 25 September 2023
Company name: Societatea Energetica Electrica S.A. (Electrica)
Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica) with Compania Nationala de Transport al Energiei Electrice Transelectrica S.A. (TEL)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 24 May - 22 September 2023, of some transactions between EFSA, Electrica's subsidiary, and TEL, whose cumulated value exceeds the threshold of 5\% of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2023, respectively exceeds the value of RON 198,490,436.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below attached.

CFO
Stefan Frangulea

Annex: Details regarding the transactions concluded by EFSA with TEL in the period 24 May - 22 September 2023 of the kind listed in Art. 108 of Law No. $24 / 2017$

| No. | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Buyer: EFSA <br> Seller: TEL |  |  |  |  |  |  |  |  |
| 1 | $\begin{aligned} & \text { Contract } \\ & 59819 / 970 / 30 \mathrm{Dec} \\ & 2022 \end{aligned}$ | Electricity transport and system services (it replaces the contract C416 / 20 Dec 2013) | 104,411.17 | 1-Jan-23 | Undetermined | 55,120 | In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due | Payment is made within a maximum of 10 days from receipt of the invoice |
| 2 | Convention No. 275 / 19 Oct 2020 | Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force | 108,440.98 | 1-Sep-20 | Undetermined until its termination by any of the parties | 28,256 | In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid | Payment is made within a maximum of 5 working days from date of issuing the invoice |
| 3 | Contract 35 / 12 <br> Feb 2021 | Contribution to high efficiency cogeneration | 2,325.30 | 12-Feb-21 | 18 months from the date of termination of state aid established by Government Decision no. 1215/2009 | N/A | In case of non-payment of due invoices, the guilty party has the obligation to pay penalty interest charged for late payment, equal to the level of delay interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until on the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The contributor pays the invoices sent by the administrator of the support scheme within 7 days from their receipt, but not later than the 20th day of each month following the month of the consumption. |


| No. | $\square$ | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Buyer: TEL <br> Seller: EFSA |  |  |  |  |  |  |  |  |
| 4 | Convention No. <br> 275 / 19 Oct 2020 | Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force | 41,808.09 | 1-Sep-20 | Undetermined until its termination by any of the parties | N/A | In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid | Payment is made within a maximum of 5 working days from date of issuing the invoice |
| 5 | Contract no. 321 / <br> 20Jul2004 TN <br> AA no. 15 / <br> 30Jul2020 <br> Contract no. 575 / <br> 6Nov2017 - MN <br> AA Nr. 2 / <br> 18Apr2019 | Re-invoicing - pensioners energy quota | 0.17 | $\begin{gathered} \text { 20-Jul.-04 } \\ \text { 07-Nov.-17 } \end{gathered}$ | $\begin{aligned} & \text { During the period GD } \\ & 1041 / 2003 \text { and GD } \\ & 1461 / 200 \end{aligned}$ | N/A | Ctr. No. 321: penalties in the amount of $0.05 \%$ of the value of the contract related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. <br> Ctr. No. 575: penalties equal to the interest due for late payment of obligations to the state budget, for each day of delay, starting with the day following the deadline on which the payments should have been made and ending with the day on which the outstanding amounts were actually paid, inclusding payment date. The total amount of the penalties shall not exceed the invoice amount. | Ctr. 321: until the 25th of the month following the reference month Ctr. 575: within 30 calendar days from the date of issue |
| 6 | Convention No. 301 / 12Apr2022 | Re-invoicing utilities | 46.45 | 1-Mar-22 | Indefinite, until terminated by any of the parties with 30 days notice, bankruptcy, dissolution or by additional act with the agreement of the parties | N/A | If the invoices are not honored within the stipulated term, the supplier is entitled to claim penalties of $0.02 \%$ for each day of delay, calculated at the amount of the unpaid amount. The value of the calculated penalties may not exceed the amount of the unpaid amount | The payment term is 15 days from the date of registration of the documents reinvoiced by CN de Transport a Energiei Electrica Transelectrica SA. |

Total executed during reporting period 24 May -22 September 2023: RON 257,032.16 th
Due and not due mutual receivables EFSA from TEL at 21 September 2023: RON -528.42 th
Due and not due mutual debts EFSA to TEL at 21 September 2023: RON 4,179.96 th

To:

## Romanian Financial Supervisory Authority (FSA)

Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law $24 / 2017$ on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 16 October 2023

## Company name: Societatea Energetica Electrica S.A. (Electrica)

Headquarters: 9 Grigore Alexandrescu Street, $\mathbf{1}^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Distributie Energie Electrica Romania SA (DEER), subsidiary of Societatea Energetica Electrica SA (Electrica) and Hidroelectrica SA

Electrica informs its shareholders and investors about the conclusion/execution, in the period 17 February - 13 October 2023 of some transactions between DEER, Electrica's subsidiary, and Hidroelectrica, whose cumulated value exceeds the threshold of 5\% of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2023, respectively exceeds the value of RON 198,490,436.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

CFO<br>Stefan Frangulea

| Agreement Type and No., execution date | Scope of transactions | $\begin{gathered} \text { Amount } \\ \text { (RON th.) } \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Provider: DEERBeneficiary: Hidroelectrica |  |  |  |  |  |  |  |
| Agreement 19875/9Jun2021 <br> (DEER - TN zone and Hidroelectrica) |  |  | 9 Jun 2021 | undetermined | 2,392.95 |  | Payment is made in 10 working days from the date of receipt of the invoice |
|  |  |  |  |  |  |  |
| Agreement 19875/9Jun2021 <br> (DEER - TS zone and Hidroelectrica) |  |  |  |  |  |  |
|  |  |  | See Note 1 |  |  |  |
|  |  |  |  |  |  |  |
| Agreement 19875/9Jun2021 <br> (DEER - MN zone and Hidroelectrica) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |


| Agreement Type and No., execution date | Scope of transactions | Amount (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Agreement no. <br> MN7911/26Jun2023 (DEER - <br> MN zone and Hidroelectrica) | Elaboration of study solution - third parties | 65 | N/A | N/A | N/A | N/A | N/A |
| Without agreement | Issuance of Notice RAC for RED | 0.16 | 8 May 2023 | 23 May 2023 | N/A | N/A | N/A |
|  | Issuance of construction location note |  | 26 May 2023 | 7 Jul 2023 |  |  |  |
|  | Elaboration of study solution - third parties |  | 20 Sep 2023 |  |  |  |  |
|  | Elaboration of study solution - third parties |  | 20 Sep 2023 |  |  |  |  |
| Provider: Hidroelectrica Beneficiary: DEER |  |  |  |  |  |  |  |
| DEER 2220/20.04.2022 | purchase of electricity through direct negociation | 1,764.96 | 1 Jan 2023 | 31 Mar 2023 | 1,836.22 | See Note 2 | The invoice is issued in the first three working days of the month immediately following the month of delivery and will be paid at the latest on the 10th calendar day of the month following the month of delivery, and if this is a nonworking day, the payment will be made on the immediate working day next; the invoice is considered paid on the date of payment registration in the seller's bank statement |
| DEER 3327/28.06.2022 |  | 638.40 | 1 Feb 2023 | 28 Feb 2023 | 767.29 |  |  |
| DEER 3330/28.06.2022 |  | 3,343.50 | 1 Mar 2023 | 31 Mar 2023 | 4,018.55 |  |  |
| DEER 3564/12.07.2022 |  | 638.40 | 1 Feb 2023 | 28 Feb 2023 | 767.29 |  |  |
| DEER 3566/12.07.2022 |  | 3,343.50 | 1 Mar 2023 | 31 Mar 2023 | 4,018.55 |  |  |
| DEER 3925/27.07.2022 |  | 2,143.73 | 1 Jan 2023 | 31 Mar 2023 | 2,249.96 |  |  |
| DEER 3924/27.07.2022 |  | 2,143.73 | 1 Jan 2023 | 31 Mar 2023 | 2,249.96 |  |  |
| Agreement 3015/22Apr2005 AD 1/2021 | providing the distribution service | 197.53 | 8 Apr 2005 | 31 Dec 2023 | N/A | See Note 3 | The client will pay the invoice within 10 working days from the date of its registration with the client |
| Convention 103406/23Apr2015 | Common use and distribution of expenses for the following locations: <br> - Hidroelectrica - Hidrocentrale Cluj Sub. (SH) <br> - SSH Hidroserv- Cluj Branch <br> - S Teletrans SA - Cluj Agency (TLT) <br> - CN Transelectrica SA - DET Cluj (DET) <br> - FDEE - SDEE Cluj | 12.64 | 29 Sep 2015 | N/A | N/A | See Note 4 | 15 days from issuing the invoice |

Total executed amount during 17 February - 13 October 2023: RON 204,229.23 th

## Due and not due mutual receivables of DEER from Hidroelectrica on 12 October 2023: RON 28,630.06 th.

Due and not due mutual debts of DEER to Hidroelectrica on 12 October 2023: RON 27.01 th.
Note 1: $0.02 \%$ (penalty interest as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). There is a 30 calendar day grace period.

Note 2: Non-payment of the amounts owed by the Buyer according to the payment deadlines additionally entails the payment of penal interest, as follows calculated for each day of delay, starting with the day immediately following the due date and up to the date of payment of the amount owed, including; the level of penal interest is $0.1 \%$ for each day of delay.

Note 3: In case of non-fulfilment within 30 days from the due date of the obligations, the client will pay, in addition to the amount due, a penalty corresponding to this amount as a percentage of the interest due for non-payment of the obligations on time to the state budget, for each day of delay compared to due date, until the day of payment (exclusively).
Note 4: If the invoice is not paid within 30 days from the due date, the penalty amount is $0.03 \%$ for each day of delay.

To: Romanian Financial Supervisory Authority (FSA)<br>Bucharest Stock Exchange (BSE)<br>London Stock Exchange (LSE)

Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 2 November 2023

Company name: Societatea Energetica Electrica S.A. (Electrica)

Headquarters: 9 Grigore Alexandrescu Street, $\mathbf{1}^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM

Electrica informs its shareholders and investors about the conclusion/execution, in the period 1 September - 31 October 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2023, respectively exceeds the value of RON 198,490,436.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

According to the contractual conditions between EFSA and OPCOM in the conventions in the table in the annex, invoices are issued with the date of the last day of the month of delivery and are sent electronically either in the first three working banking days of the following month, or in the first 5 working days of the following month for which the services are provided/months of delivery/months in which the transactions are carried out (see the column "Terms and payment methods"). Thus, some of the invoices included in this report were received and registered after 31 October 2023 (the date when the reporting threshold was exceeded), this represents the reason for the date of this report.

## CFO <br> Stefan Frangulea

| Agreement Type and No., execution date | Scope of the agreement | Value of transactions (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Buyer: EFSA <br> Seller: OPCOM |  |  |  |  |  |  |  |
| 1. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM <br> Transaction and administration tariff | 201,453.06 | 1 Jan 2023 | undetermined | 57,041 | See Note 1 below | The buyer must ensure the necessary financial availability to debit the account opened at the Settlement Bank, at the amount requested by OPCOM S.A. through the direct debit instruction calculated according to the Daily Settlement Notes, at the terms provided in the SEPA Direct Debit Mandate and to document, monthly, the collection of rights and the payment of mutual obligations, of equal value, by accessing the compensation/regularization mechanisms provided in the "Procedure regarding receipts and payments related to transactions on the Market..." <br> OPCOM S.A. issues the invoices dated the last day of the month of delivery and sends them, signed electronically, by email, to the Participants in the first three banking days of the month following the month of delivery. <br> The participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations. |
| 2. Convention PC OTC, PCCB-LEFLEX, PCCB-NC 23656/17May2023 | Centralized Market organization and administration services with continuous double negotiation of bilateral and forward electricity contracts | 6.54 | 17 May 2023 | undetermined | N/A | See Note 2 below |  |
| 3. Convention PCSCV/ PC ESRE CV 34861/31Jul2023 | Centralized Market organization and administration services for electricity from renewable sources supported through green certificates | 100.15 | 1 Aug 2023 | undetermined | N/A | See Note 3 below | added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. <br> Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. |


| Agreement Type and No., execution date | Scope of the agreement | Value of transactions <br> (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4. Agreement 81670/1 Oct 2011 AD3/1274/7Jul2021 | Data access and reporting for compliance with the provisions on the integrity and transparency of the wholesale energy market (REMIT) | 1.90 | 7 July 2021 | undetermined | N/A | See Note 4 below | The invoice will be issued and sent electronically (by e-mail) by OPCOM within no more than 5 working days from the date of receipt of the invoice from ACER and will contain the breakdown of the fee charged by ACER in 2021 by component. <br> The Market Participant undertakes to pay the invoice in full by bank transfer, with a payment order, within a maximum of 5 working days from the date of its receipt. |
| 5. Agreement 55659/27Dec2022 MACEE AD4/26Apr2023 AD5/25May2023 | Sale/purchase of electricity through The annual mechanism for the centralized purchase of electricity (MACEE) | 147,796.49 | 1 Mar 2023 | 31 Jan 2023 | 33,000 |  | The buyer has the obligation to have and maintain a cash account (lei) at a commercial bank in Romania and to conclude a SEPA Direct Debit Mandate by which he authorizes that OPCOM S.A. to issue whenever necessary an IDD on his account in accordance with the provisions imposed under the Procedure regarding collections and payments related to sales and purchases through MACEE. <br> The Seller issues the invoice for the value of the electricity sold, with the date of the last day of the month of delivery for which it is issued, and sends it to the Buyer, signed electronically, by email, in the first 4 bank working days of the month following the month of delivery. |
| $\begin{aligned} & \text { 6. Convention } \\ & 52627 / 12 \mathrm{Dec} 2022 \\ & \text { MACEE } \end{aligned}$ | Organization and administration services of the Centralized Electricity Purchase Mechanism (MACEE) | 0.27 | 12 Dec 2022 | 31 Dec 2023 | 115,000 |  | The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. |
| Seller: EFSA <br> Buyer: OPCOM |  |  |  |  |  |  |  |
| 7. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM <br> Trading and administration tariff | 595.65 | 1 Jan 2023 | undetermined | N/A | N/A | DAM Participants issue the invoices, with the date of the last day of the delivery month and send them to OPCOM S.A. by e-mail / fax, in the first three working banking days of the month following the month of delivery. |

Total executed amount during 1 September - 31 October 2023: RON 349,954.06 th.

## Due and not due mutual receivables of EFSA from OPCOM at 30 Oct 2023: RON -448.38 th.

Due and not due mutual debts of EFSA to OPCOM at 30 Oct 2023: RON -127,529.59 th.
Note 1: The letter of bank payment guarantee/financial guarantee in the form of a cash deposit remitted to the account of OPCOM S.A. will be executed on the working banking day following the day on which the refusal to execute the IDD was received.
Note 2: To pay, within five (5) working days from the date of transmission of the request by OPCOM, the penalty provided by the Procedure.
Note 3: To pay the equivalent of the penalty, if, due to his fault, a transaction on PCSCV is canceled.

Note 4: OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Beneficiary of the Services does not fulfill his payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without prior notification being necessary. During the suspension period, i.e. starting with the date immediately following the deadline of maximum 5 (five) working days (offer/transaction day, as the case may be) for the fulfillment of the payment obligations, OPCOM is exonerated from any responsibility for the non-execution of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Beneficiary of the Services fully pays the outstanding amounts due to OPCOM

To:
Romanian Financial Supervisory Authority (FSA)
Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, ASF Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 9 November 2023
Company name: Societatea Energetica Electrica S.A. (Electrica)
Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Distributie Energie Electrica Romania SA (DEER) and Electrica Furnizare SA (EFSA), subsidiaries of Societatea Energetica Electrica SA (Electrica)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 13 September 2023-8 november2023, of some transactions between DEER and EFSA, Electrica's subsidiaries, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2023, respectively exceeds the value of RON 198,490,436.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

## CFO <br> Stefan Frangulea



| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ \text { (RON th) } \\ \hline \end{gathered}$ | Date of entry into force | Expiration date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | Convention 50277/22Feb2016, <br> AD 53229 A/20Oct2020 - <br> Bistrita |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 4 | Convention 30728/22Feb2016, <br> AD. 4/56021/7Oct2020 Oradea |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 5 | Convention E12.2.59/ 8Mar2011-Oradea - utilities breakdown Oradea building headquarters | Re-invoicing utilities expenses | 55.21 | 1-Feb-21 | $\begin{aligned} & 31 \mathrm{Dec} \\ & 2023 \end{aligned}$ | 0.00 | Non-payment of the invoice within 30 days from the due date authorizes the lessor to request late-payment penalties equal to the late-payment penalties due for not paying the tax obligations to the state budget in due time, applied to the amount due for each day of delay, starting with day following the due date and until the date of settlement of the amount due, exclusively. The value of the penalties may not exceed the value of the outstanding debt. | Payment is made within 10 calendar days from the date of registration of the invoice to the tenant |
| 6 | Convention 60380/22 Feb 2016, AD SM 63761A/ 16 Dec 2020 Satu Mare |  |  | 1 Jan 2016 |  |  |  |  |
| 7 | Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare |  |  | 1-Jan-17 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to |  |
| 8 | Convention $17 / 28$ Feb 2019 - <br> Cluj |  |  | 1-Mar-19 |  |  | calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 9 | Convention 70022/05Jan2017, AD 71117A/1267/18July2018 Zalau |  |  | 1 Jan 2017 |  |  |  |  |



| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ (\text { RON th }) \end{gathered}$ | Date of entry into force | Expiration date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 13 | $\begin{gathered} \mathrm{C}-1345 / \mathrm{I} / 7000 / 23.01 .2019 \mathrm{si} \\ \mathrm{AD} 87 / 31.07 .2023 \end{gathered}$ | Reinvoicing rent for spaces | 100.88 | 1-Jan-19 | 31-Dec-23 | n/a | In case of non-fulfillment of the payment obligations on the due date, the Tenant has the obligation to pay, as penalties, an amount equivalent to $0.02 \%$ of the amount not paid on time, for each day of delay, starting with the next day of the due date until the date actual payments. | Payment is made within 10 working days from the date of registration of the invoice by the tenant. |
| 14 | C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C $22 / 15 \mathrm{Feb} 2018$ AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018 | Providing the representation service as the Party Responsible for Balancing | 2,776.06 | 15-Feb-18 | Indefinite | N/A | Art. 16.1 If, due to its exclusive fault, the Provider fails to fulfill its obligations undertaken through the contract, the Purchaser has the right to deduct from the tariff established by the contract, an amount equal to a percentage of $1 \%$ of the established tariff conf of Annex 2. <br> Art 16.2 If the Purchaser does not fulfill any payment obligation arising from the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage rate for each day of delay is the interest due for non-payment of obligations for the state budget. <br> Art 16.3 The same penalties as those stipulated in art 16.2 will be charged for any sums owed by the Purchaser based on the contract. | The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt |
| 15 | C3215/11.07.2023 | Income from providing IT\&C services, cybersecurity and IT\&C infrasctructure administration | 284.43 | 11-Jul-23 | 11-Jul-24 | N/A | Art 19.1 - If, due to his exclusive fault, the provider fails to fulfill the obligations undertaken through the contract, then the beneficiary has the right to claim, as penalties, an amount equivalent to a percentage of $0.03 \%$ for each day of delay, applicable to the value of services not provided. Art 19.2 - If the beneficiary does not honor the invoices issued by the supplier within the terms stipulated in clause 15.1, then the supplier is entitled to claim penalties of $0.03 \%$ per day of delay, calculated on the value of the unpaid amount. | Payment is made within 30 calendar days from the date of registration of the invoice at the registry of the beneficiary |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ (\text { RON th }) \end{gathered}$ | Date of entry into force | Expiration date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-MN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 16 | C-19840/ 9Jun 2021 | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 134,738.51 | 1-Jul-21 | Indefinite | N/A | $0.02 \%$ (penalty interest as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). There is a 30 calendar day grace period. | Payment is made in 10 working days from the date of receipt of the invoice. |
| 17 |  | Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO other services as DO | 1,825.96 | 1-Jul-21 | Indefinite | N/A |  | Payment is made within 30 days from the date of issuing the invoice. |
| 18 | 2630/ 1Mar2018 | Reinvoicing common expenses (security services) | 0.11 | 1-Mar-18 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 19 | 10335/ 1Aug2007 | Revenues from the re-invoicing of common expenses | 14.00 | 1-Aug-07 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 20 | C37109/2022 | Reinvoicing common expenses | 1.02 | 1-Mar-19 | 31-Dec-23 | N/A | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 21 | C3215/11July2023 | Income from IT\&C services | 67.72 | 11-Jul-23 | 11-Jul-24 | 0 | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 22 | Convention $1 / 2008$ AD22/28.03.2023 | Reinvoicing common expense | 2.59 | 1-Feb-08 | Indefinite | 0 | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 10 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ \text { (RON th) } \end{gathered}$ | Date of entry into force | Expiration date | $\begin{gathered} \text { Guarantees } \\ \text { (RON th.) } \end{gathered}$ | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: EFSA Buyer/Beneficiary: DEER |  |  |  |  |  |  |  |  |
| 23 | Ctr. 22/15Feb2018 <br> AD 4/16Dec2019 <br> AD 5/31Dec2020 <br> AD 6/1Feb2021 <br> AD 7/3Jun2021 | Providing the representation service as Balancing Responsible Party | 8,565.33 | 1-Mar-18 | 31 Dec2022 <br> with <br> automatic <br> extension <br> for periods <br> of 12 | N/A | If, through his sole fault, the Provider fails to fulfill its obligations under the contract, the Buyer has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of $1 \%$ of the monthly tariff established. | Payment is made within 3 working days from the date of receipt of the invoice |
| 24 | Convention 72/34/26Jan2017 - <br> Cluj <br> Convention 13/02Feb2017 - <br> Gherla <br> Convention 21/18Feb2010 - <br> Oradea <br> AD1/13Jul2018 <br> AD2/01Mar2019 <br> AD4/13Feb2019 la <br> Rental contract 885/31Dec2015 <br> AD3/31Aug2022 | Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003 | 2.64 | 1-Jan-17 | 31-Dec-23 | N/A | For delays in the payment of the invoice greater than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, late penalties in the amount of $0.03 \%$ applied to the amount due, for each day delay calendar, starting with the first day after the due date. The amount of the penalties cannot exceed the amount of the outstanding debt. | Payment is made within 10 days from the date of registration of the invoice to the Tenant |
| 25 | Ctr 876/31dec2015, AA 3/18 ian 2019 <br> Reinvoicing utilities acc. Annex 2 Bv | Reinvoicing common expenses | 15.46 | 1-Jan-16 | 31-Dec-23 | N/A | In case of non-fulfillment of the payment obligations on the due date, the Tenant has the obligation to pay, as penalties, an amount equivalent to $0.02 \%$ of the amount not paid on time for each day of delay | The payment of the invoice will be made by bank transfer within 10 working days from the date of registration of the invoice by the tenant |
| 26 | Ctr 822 / 04 Oct 2021 | Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003 | -0.22 | 1-Aug-07 | See Note 2 | N/A | Art. 4.1.5. If the payer does not pay the counter value of the invoices within 30 days from the established due date, he owes the provider penalties equal to the level of interest charged for the late payment of debts to the state budget for each day of delay after the due date and until payment in full, including the day of payment. The amount of the penalties cannot exceed the amount paid. <br> Art 5.1.2. If the provider does not fulfill its assumed obligation to send the invoice to the payer within 3 days, the payer has the right to calculate damages - interests equal to the amount equivalent to the share of $0.1 \%$ of the contract value (of the settlement invoice ) related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. | The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration by the beneficiary. |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ (\text { RON th }) \end{gathered}$ | Date of entry into force | $\begin{aligned} & \text { Expiration } \\ & \text { date } \end{aligned}$ | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27 | AD 11 / 30Jun2023 at Electricity suply contract 189 / 27.03.2017 | Extension of the electricity supply contract on the competitive active energy market, with a fixed value | 5,338.14 | 1-Jun-17 | 31-Dec-23 | See Note 1 | Non-payment by the beneficiary of the invoice within 30 calendar days of the counter value of the invoices from the due date (set at 10 banking days from the date of issue), the beneficiary owes the supplier penalties equal to the interest due for non-payment on the ground of budgetary obligations for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. <br> The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. <br> The due date is 10 banking days from the date of the invoice. <br> Grace period 30 calendar days from the due date |
| 28 | Ctr Natural Gas Supply <br> no. 15292085-GN/ <br> 28 Feb 2022 <br> AD3/12 June 2023 | Extension of the natural gas supply contract on the competitive active energy market, until 31 December 2023 | 9.98 | 1-Mar-16 | 31-Dec-23 | See Note 3 | The party that does not perform its obligations under the contract by the due date is legally in default without the need for notification. It also owes penalties equal to the interest due for non-payment of budget obligations on the ground for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. The due date is 30 banking days from the date of issuing the invoice. <br> The invoice is considered paid on the date of crediting the EFSA supplier's bank account. |

Total executed during reporting period 13 September 2023-8 November 2023: RON 312,854.29 th
Due and not due mutual debts of EFSA to DEER at 7 November 2023: RON 527,787.31 th
Due and not due mutual debts of DEER to EFSA at 7 November 2023: RON 2,814.95 th

## Note 1

Note 2

Note 3

The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within $\mathbf{1 5}$ days from the date of interruption of the electricity supply.
According to the address from DEER 172727/ 12 Jul 2022, Contract 822/ 4 Oct 2021 was terminated citing a Decision of the High Court of Cassation and Justice 3807/2022. Consumption wil continue to be billed until 30 June 2022.
A guarantee is established in the event that the buyer registers 5 days late payment, for 3 consecutive months.
The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added.

To: Romanian Financial Supervisory Authority (FSA)<br>Bucharest Stock Exchange (BSE)<br>London Stock Exchange (LSE)

Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 6 December 2023

Company name: Societatea Energetica Electrica S.A. (Electrica)

Headquarters: 9 Grigore Alexandrescu Street, $\mathbf{1}^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM

Electrica informs its shareholders and investors about the conclusion/execution, in the period 1 November - 30 November 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2023, respectively exceeds the value of RON 198,490,436.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

According to the contractual conditions between EFSA and OPCOM in the conventions in the table in the annex, invoices are issued with the date of the last day of the month of delivery and are sent electronically either in the first three working banking days of the following month, or in the first 5 working days of the following month for which the services are provided/months of delivery/months in which the transactions are carried out (see the column "Terms and payment methods"). Thus, some of the invoices included in this report were received and registered after 30 November 2023 (the date when the reporting threshold was exceeded), this represents the reason for the date of this report.

## CFO <br> Stefan Frangulea

| Agreement Type and No., execution date | Scope of the agreement | Value of transactions (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Buyer: EFSA <br> Seller: OPCOM |  |  |  |  |  |  |  |
| 1. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM Transaction and administration tariff | 135,886.16 | 1 Jan 2023 | undetermined | 57,041 | See Note 1 below | The buyer must ensure the necessary financial availability to debit the account opened at the Settlement Bank, at the amount requested by OPCOM S.A. through the direct debit instruction calculated according to the Daily Settlement Notes, at the terms provided in the SEPA Direct Debit Mandate and to document, monthly, the collection of rights and the payment of mutual obligations, of equal value, by accessing the compensation/regularization mechanisms provided in the "Procedure regarding receipts and payments related to transactions on the Market..." <br> OPCOM S.A. issues the invoices dated the last day of the month of delivery and sends them, signed electronically, by email, to the Participants in the first three banking days of the month following the month of delivery. <br> The participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations. |
| 2. Convention PCSCV/ PC ESRE CV 34861/31Jul2023 | Centralized Market organization and administration services for electricity from renewable sources supported through green certificates | 13.98 | 1 Aug 2023 | undetermined | N/A | See Note 2 below | The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. <br> Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. |
| 3. Agreement 81670/1 Oct 2011 AD3/1274/7Jul2021 | Data access and reporting for compliance with the provisions on the integrity and transparency of the wholesale energy market (REMIT) | 1.20 | 7 July 2021 | undetermined | N/A | See Note 3 below | The invoice will be issued and sent electronically (by e-mail) by OPCOM within no more than 5 working days from the date of receipt of the invoice from ACER and will contain the breakdown of the fee charged by ACER in 2021 by component. <br> The Market Participant undertakes to pay the invoice in full by bank transfer, with a payment order, within a maximum of 5 working days from the date of its receipt. |


| Agreement Type and No., execution date | Scope of the agreement | Value of <br> transactions <br> (RON th.) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties (RON th.) | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4. Agreement <br> 55659/27Dec2022 <br> MACEE <br> AD 7/26Jul2023 <br> AD 8/29Aug2023 <br> AD 9/27Sept2023 <br> AD10/26Oct2023 | Sale/purchase of electricity through The annual mechanism for the centralized purchase of electricity (MACEE) | 75,076.02 | 1 Mar 2023 | 31 Jan 2023 | 38,000 |  | The buyer has the obligation to have and maintain a cash account (lei) at a commercial bank in Romania and to conclude a SEPA Direct Debit Mandate by which he authorizes that OPCOM S.A. to issue whenever necessary an IDD on his account in accordance with the provisions imposed under the Procedure regarding collections and payments related to sales and purchases through MACEE. <br> The Seller issues the invoice for the value of the electricity sold, with the date of the last day of the month of delivery for which it is issued, and sends it to the Buyer, signed electronically, by email, in the first 4 bank working days of the month following the month of delivery. The payment obligations of the Buyer, for each day of delivery, are paid by direct debit instructions issued by the Seller on bank working days. |
| $\begin{aligned} & \text { 5. Convention } \\ & \text { 52627/12Dec2022 } \\ & \text { MACEE } \end{aligned}$ | Organization and administration services of the Centralized Electricity Purchase Mechanism (MACEE) | 9.96 | 12 Dec 2022 | 31 Dec 2023 | 155,000 |  | The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. |
| Seller: EFSA <br> Buyer: OPCOM |  |  |  |  |  |  |  |
| 6. Convention No. 65/7473/ 3 Feb 2023 | Sell - purchase of electricity - DAM + IM Trading and administration tariff | 1,050.91 | 1 Jan 2023 | undetermined | N/A | N/A | DAM Participants issue the invoices, with the date of the last day of the delivery month and send them to OPCOM S.A. by e-mail / fax, in the first three working banking days of the month following the month of delivery. |

Total executed amount during 1 November - 30 November 2023: RON 212,038.22 th.
Due and not due mutual receivables of EFSA from OPCOM at 30 Nov 2023: RON -238.44 th.
Due and not due mutual debts of EFSA to OPCOM at 30 Nov 2023: RON -127,563.75 th.
Note 1: The letter of bank payment guarantee/financial guarantee in the form of a cash deposit remitted to the account of OPCOM S.A. will be executed on the working banking day following the day on which the refusal to execute the IDD was received.
Note 2: To pay the equivalent of the penalty, if, due to his fault, a transaction on PCSCV is canceled.
Note 3: OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Beneficiary of the Services does not fulfill his payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without prior notification being necessary. During the suspension period, i.e. starting with the date immediately following the deadline of maximum 5 (five) working days (offer/transaction day, as the case may be) for the fulfillment of the payment obligations, OPCOM is exonerated from any responsibility for the non-execution of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Beneficiary of the Services fully pays the outstanding amounts due to OPCOM.

To:
Romanian Financial Supervisory Authority (FSA)
Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, ASF Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 19 December 2023
Company name: Societatea Energetica Electrica S.A. (Electrica)
Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Distributie Energie Electrica Romania SA (DEER) and Electrica Furnizare SA (EFSA), subsidiaries of Societatea Energetica Electrica SA (Electrica)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 9 November - 18 December 2023, of some transactions between DEER and EFSA, Electrica's subsidiaries, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2023, respectively exceeds the value of RON 198,490,436.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below.

## CFO <br> Stefan Frangulea

| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ \text { (RON th) } \\ \hline \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-TN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 1 | 19840/9Jun2021 | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 60,798.99 | 1-Jul-21 | Indefinite |  | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for nonpayment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The invoice is issued in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice |
| 2 |  | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO | 1,141.77 |  |  | 0.0 | In case the supplier does not pay the invoices related to the RED intervention services within 30 days from the due date, the DO will claim late penalties of $0.01 \%$ for each day of delay, calculated on the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties cannot exceed the amount owed | Payment is made within 30 calendar days from the date of issuing the invoice |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \hline \text { Total } \\ \text { amount } \\ \text { (RON th) } \\ \hline \end{gathered}$ | Date of entry into force | Expiry date | Guarantees <br> (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | $\begin{gathered} \text { Convention 50277/22Feb2016, } \\ \text { AD 53229 A/20Oct2020 - } \\ \text { Bistrita } \end{gathered}$ |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 4 | $\begin{gathered} \text { Convention } 30728 / 22 \text { Feb2016, } \\ \text { AD. } 4 / 56021 / 7 \text { Oct2020 - } \\ \text { Oradea } \end{gathered}$ |  |  | 1 Jan 2016 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of $0.03 \%$ applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 5 | Convention E12.2.59/ 8Mar2011-Oradea - utilities breakdown Oradea building headquarters | Re-invoicing utilities expenses | 52.99 | 1-Feb-11 | $\begin{aligned} & 31 \mathrm{Dec} \\ & 2023 \end{aligned}$ | 0.00 | Non-payment of the invoice within 30 days from the due date authorizes the lessor to request late-payment penalties equal to the late-payment penalties due for not paying the tax obligations to the state budget in due time, applied to the amount due for each day of delay, starting with day following the due date and until the date of settlement of the amount due, exclusively. The value of the penalties may not exceed the value of the outstanding debt. | Payment is made within 10 calendar days from the date of registration of the invoice to the tenant |
| 6 | Convention 60380/22 Feb 2016, AD SM 63761A/ 16 Dec 2020 Satu Mare |  |  | 1 Jan 2016 |  |  |  |  |
| 7 | Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare |  |  | 1-Jan-17 |  |  | For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late |  |
| 8 | Convention 17/28 Feb 2019 - <br> Cluj |  |  | 1-Mar-19 |  |  | delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt |  |
| 9 | Convention 70022/05.01.2017, <br> AD 71117A/1267/18.07.2018 - <br> Zalau |  |  | 1 Jan 2017 |  |  |  |  |
| 10 | Transaction from 10 Nov 2023 | Providing IT \& C services by DEER | 662.32 | 10 Nov 2023 |  | N/A |  | EFSA will pay for the services rendered within 30 calendar days from the closing of the Transaction |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Seller/Service provider: DEER-TS Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 11 |  | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 99,469.89 | 1-Jul-21 | Indefinite | N/A | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for nonpayment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The invoice is issued in the first working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice.. |
| 12 |  | Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO other services as DO | 1,172.48 | 1-Jul-21 | Indefinite |  |  | Payment is made within 10 working days from the date of issuing/sending the invoice. |
| 13 | C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C 22/15Feb2018 AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018 | Providing the representation service as the Party Responsible for Balancing | 3,890.96 | 15-Feb-18 | Indefinite | N/A | Art. 16.1 If, due to its exclusive fault, the Provider fails to fulfill its obligations undertaken through the contract, the Purchaser has the right to deduct from the tariff established by the contract, an amount equal to a percentage of $1.5 \%$ of the established tariff conf of Annex 2. <br> Art 16.2 If the Purchaser does not fulfill any payment obligation arising from the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage rate for each day of delay is the interest due for non-payment of obligations for the state budget. <br> Art 16.3 The same penalties as those stipulated in art 16.2 will be charged for any sums owed by the Purchaser based on the contract. | The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt |
| 14 | C3215/11Jul2023 | IT \& C user support services, cyber security services, telecommunications services, IT \& C infrastructure management services | 553.17 | 11-Jul-23 | 11-Jul-24 | N/A | Art 19.1 - If, due to his exclusive fault, the provider fails to fulfill the obligations undertaken through the contract, then the beneficiary has the right to claim, as penalties, an amount equivalent to a percentage of $0.03 \%$ for each day of delay, applicable to the value of services not provided. <br> Art 19.2 - If the beneficiary does not honor the invoices issued by the supplier within the terms stipulated in clause 15.1, then the supplier is entitled to claim penalties of $0.03 \%$ per day of delay, calculated on the value of the unpaid amount. | Payment is made within 30 calendar days from the date of registration of the invoice at the registry of the beneficiary |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \hline \text { Total } \\ \text { amount } \\ \text { (RON th) } \\ \hline \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 15 | C-1345/I/7000/23Jan2019 and AD $87 / 31 \mathrm{Jul} 2023$ | Re-invoicing space rents | 65.02 | 1 Jan 2019 | 31-Dec-23 | N/A | In case of non-fulfilment of the payment obligations on the due date, the Tenant is obliged to pay, as penalties, an amount equivalent to $0.02 \%$ of the amount not paid on time, for each day of delay, starting from the next day of the due date until the date of actual payment. | Payment is made within 10 working days from the date of registration of the invoice by the tenant. |
| 16 | C3215/11.07.2023 | Income from providing IT\&C services | 5.03 | 11 Jul 2023 | 11-Jul-24 | N/A | See Note 4 | The beneficiary will pay for the services rendered within 30 calendar days from the date of registration of the invoice at the beneficiary's registry. |
| 17 | Transaction from 10 Nov 2023 | Providing IT \& C services by DEER | 684.76 | 10 Nov 2023 |  | N/A |  | EFSA will pay for the services rendered within 30 calendar days from the closing of the Transaction |
| Seller/Service provider: DEER-MN Buyer/Beneficiary: EFSA |  |  |  |  |  |  |  |  |
| 18 | $\begin{aligned} & \text { C-19840/ } \\ & \text { 9Jun2021 } \end{aligned}$ | Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator | 68,468.63 | 1-Jul-21 | Indefinite | N/A | $0.02 \%$ (penalty interest as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). There is a 30 calendar day grace period. | Payment is made in 10 working days from the date of receipt of the invoice. |
| 19 |  | Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO other services as DO | 1,220.76 | 1-Jul-21 | Indefinite | N/A |  | Payment is made within 30 days from the date of issuing the invoice. |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \text { Total } \\ \text { amount } \\ \text { (RON th) } \\ \hline \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20 | 2630/ 1Mar2018 | Reinvoicing common expenses (security services) | 0.56 | 1-Mar-18 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 21 | 10335/ 1Aug2007 | Revenues from the re-invoicing of common expenses | 21.31 | 1-Aug-07 | Indefinite | N/A | $0.01 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 22 | C37109/2022 | Reinvoicing common expenses | 0.87 | 1-Mar-19 | 31-Dec-23 | N/A | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 30 calendar days from the date of issuing the invoice |
| 23 | C3215/11Jul2023 | Revenue from providing IT\&C services | 37.41 | 11 Jul 2023 | 11-Jul-24 | N/A | See Note 4 | The beneficiary will pay for the services rendered within 30 calendar days from the date of registration of the invoice at the beneficiary's registry. |
| 24 | $\begin{aligned} & \text { Convention } 1 / 2008 \\ & \text { AD22/28Mar2023 } \end{aligned}$ | Reinvoicing common expenses | 519.80 | $\begin{aligned} & 1 \text { februarie } \\ & 2008 \end{aligned}$ | Indefinite | N/A | $0.02 \%$ of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) | Payment is made within 10 calendar days from the date of issuing the invoice |
| Seller/Service provider: EFSA Buyer/Beneficiary: DEER |  |  |  |  |  |  |  |  |
| 25 | Ctr. 22/15Feb2018 <br> AD 4/16Dec2019 <br> AD 5/31Dec2020 <br> AD 6/1Feb2021 <br> AD 7/3Jun2021 | Providing the representation service as Balancing Responsible Party | 4,999.43 | 1-Jan-18 | 31Dec2022 with automatic extension for periods of 12 months according to AD 4/16Dec2019 | N/A | If, through his sole fault, the Provider fails to fulfill its obligations under the contract, the Buyer has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of $1 \%$ of the monthly tariff established. | Payment is made within 3 working days from the date of receipt of the invoice |
| 26 | Convention 72/34/26Jan2017 - <br> Cluj <br> Convention 13/02Feb2017 - <br> Gherla <br> Convention 21/18Feb2010 - <br> Oradea <br> AD1/13Jul2018 <br> AD2/01Mar2019 <br> AD4/13Feb2019 la <br> Rental contract 885/31Dec2015 <br> AD3/31Aug2022 | Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003 | 3.14 | 1-Jan-17 | 31-Dec-23 | N/A | For delays in the payment of the invoice greater than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, late penalties in the amount of $0.03 \%$ applied to the amount due, for each day delay calendar, starting with the first day after the due date. The amount of the penalties cannot exceed the amount of the outstanding debt. | Payment is made within 10 days from the date of registration of the invoice to the Tenant |


| No | Transaction/ Agreement Type and Date | Scope of the transactions | $\begin{gathered} \hline \text { Total } \\ \text { amount } \\ \text { (RON th) } \\ \hline \end{gathered}$ | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27 | Contract 822 / 04 Oct 2021 | Re-invoicing - energy quota for pensioners; Electricity countervalue granted to individuals benefiting from the provisions of HG. 1041/2003 and HG.1461/2003 | 0.21 | 1-Aug-07 | See Note 2 | N/A | Art. 4.1.5. If the payer does not pay the counter value of the invoices within 30 days from the established due date, he owes the provider penalties equal to the level of interest charged for the late payment of debts to the state budget for each day of delay after the due date and until payment in full, including the day of payment. The amount of the penalties cannot exceed the amount paid. <br> Art 5.1.2. If the provider does not fulfill its assumed obligation to send the invoice to the payer within 3 days, the payer has the right to calculate damages interests equal to the amount equivalent to the share of $0.1 \%$ of the contract value (of the settlement invoice) related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. | The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration by the beneficiary. |
| 28 | AD 11 / 30Jun2023 at Electricity suply contract 189 / 27.03.2017 | Extension of the electricity supply contract on the competitive active energy market, with a fixed value | 5,605.19 | 1-Jun-17 | 31-Dec-23 | See Note 1 | Non-payment by the beneficiary of the invoice within 30 calendar days of the counter value of the invoices from the due date (set at 10 banking days from the date of issue), the beneficiary owes the supplier penalties equal to the interest due for non-payment on the ground of budgetary obligations for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. <br> The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. <br> The due date is 10 banking days from the date of the invoice. <br> Grace period 30 calendar days from the due date |
| 29 | $\left\{\begin{array}{l} \text { Ctr Natural Gas Supply } \\ \text { no. 15292085-GN/ } \\ \text { 28 Feb 2022 } \\ \text { AD3/12 June } 2023 \end{array}\right.$ | Extension of the natural gas supply contract on the competitive active energy market, until 31 December 2023 | 6.24 | 1-Mar-22 | 31-Dec-23 | See Note 3 | The party that does not perform its obligations under the contract by the due date is legally in default without the need for notification. It also owes penalties equal to the interest due for non-payment of budget obligations on the ground for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the invoice. | The payment of the issued invoices will be made through legal instruments. The due date is 30 banking days from the date of issuing the invoice. <br> The invoice is considered paid on the date of crediting the EFSA supplier's bank account. |

Total executed during reporting period 9 November - 18 December 2023: RON 249,380.92 th
Due and not due mutual debts of EFSA to DEER at 15 December 2023: RON 946,360.55 th
Due and not due mutual debts of DEER to EFSA at 15 December 2023: RON 6,850.02 th

Note 1
Note 2
Note 3
Note 4

The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within 15 days from the date of interruption of the electricity supply.
According to the address from DEER 172727/ 12 Jul 2022, Contract 822/4 Oct 2021 was terminated citing a Decision of the High Court of Cassation and Justice 3807/2022. Consumption will continue to be billed until 30 June 2022.
A guarantee is established in the event that the buyer registers 5 days late payment, for $\mathbf{3}$ consecutive months.
The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added.
Art.15.2 - Failure by the beneficiary to pay the invoices issued by the service provider within the established term, of the obligations provided for in art.15.l., shall entail the obligation of the service provider to pay penalties in the amount and under the conditions established in art. 19 of the contract.
Art 19.1 - If the service provider, through its own fault, fails to fulfil its obligations under the contract, then the beneficiary is entitled to claim, as penalties, an amount equivalent to a percentage rate of $0.03 \%$ for each day of delay, applicable to the value of the services not provided.
Art 19.2 - If the beneficiary does not honour the invoices issued by the supplier within the time limits provided for in clause 15.1 , then the provider is entitled to claim penalties of $0.03 \%$ per day of delay, calculated on the value of the amount not paid.

## To: Romanian Financial Supervisory Authority (FSA) <br> Bucharest Stock Exchange (BSE) <br> London Stock Exchange (LSE)

Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 28 December 2023
Company name: Societatea Energetica Electrica S.A. (Electrica)
Headquarters: 9 Grigore Alexandrescu Street, $1^{\text {st }}$ District, Bucharest, Romania
Phone/fax no.: 004-021-2085999/ 004-021-2085998
Fiscal Code: RO 13267221
Trade Register registration number: J40/7425/2000
Subscribed and paid in share capital: RON 3,464,435,970
Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE) and London Stock Exchange (LSE)

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica) with Compania Nationala de Transport al Energiei Electrice Transelectrica S.A. (TEL)
Electrica informs its shareholders and investors about the conclusion/execution, in the period 25 September - 27 December 2023, of some transactions between EFSA, Electrica's subsidiary, and TEL, whose cumulated value exceeds the threshold of $5 \%$ of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2023, respectively exceeds the value of RON 198,490,436.

Details regarding these transactions, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in the Annex below attached.

CFO
Stefan Frangulea

| No. | Transaction/ <br> Agreement Type <br> and Date | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Buyer: EFSA <br> Seller: TEL |  |  |  |  |  |  |  |  |
| 1 | $\begin{aligned} & \text { Contract } \\ & 59819 / 970 / 30 \mathrm{Dec} \\ & 2022 \end{aligned}$ | Electricity transport and system services | 65,699.72 | 1-Jan-23 | Undetermined | 55,120 | In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due | Payment is made within a maximum of 10 days from receipt of the invoice |
| 2 | Convention No. 275 / 19 Oct 2020 | Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force | 87,881.48 | 1-Sep-20 | Undetermined until its termination by any of the parties | 28,256 | In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid | Payment is made within a maximum of 5 working days from date of issuing the invoice |
| 3 | Contract 35 / 12 <br> Feb 2021 | Contribution to high efficiency cogeneration | 5,247.72 | 12-Feb-21 | 18 months from the date of termination of state aid established by Government Decision no. 1215/2009 | N/A | In case of non-payment of due invoices, the guilty party has the obligation to pay penalty interest charged for late payment, equal to the level of delay interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until on the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due. | The contributor pays the invoices sent by the administrator of the support scheme within 7 days from their receipt, but not later than the 20th day of each month following the month of the consumption. |


| No. | $\qquad$ | Scope of the transactions | Total amount (RON th) | Date of entry into force | Expiry date | Guarantees (RON th.) | Penalties | Payment due dates and payment methods |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Buyer: TEL <br> Seller: EFSA |  |  |  |  |  |  |  |  |
| 4 | Convention No. 275 / 19 Oct 2020 | Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force | 39,834.20 | 1-Sep-20 | Undetermined until its termination by any of the parties | N/A | In case of non-payment of invoices on time, TEL pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid | Payment is made within a maximum of 5 working days from date of issuing the invoice |
| 5 | Contract no. 321 / <br> 20Jul2004 TN <br> AA no. 15 / <br> 30Jul2020 <br> Contract no. 575 / <br> 6Nov2017 - MN <br> AA Nr. 2 / <br> 18Apr2019 | Re-invoicing - pensioners energy quota | 0.35 | $\begin{gathered} \text { 20-Jul.-04 } \\ \text { 07-Nov.-17 } \end{gathered}$ | During the period GD 1041/2003 and GD 1461/200 | N/A | Ctr. No. 321: penalties in the amount of $0.05 \%$ of the value of the contract related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. <br> Ctr. No. 575: penalties equal to the interest due for late payment of obligations to the state budget, for each day of delay, starting with the day following the deadline on which the payments should have been made and ending with the day on which the outstanding amounts were actually paid, inclusding payment date. The total amount of the penalties shall not exceed the invoice amount. | Ctr. 321: until the 25 th of the month following the reference month Ctr. 575: within 30 calendar days from the date of issue |
| 6 | Convention No. 301 / 12Apr2022 | Re-invoicing utilities | 30.07 | 1-Mar-22 | Indefinite, until terminated by any of the parties with 30 days notice, bankruptcy, dissolution or by additional act with the agreement of the parties | N/A | If the invoices are not honored within the stipulated term, the supplier is entitled to claim penalties of $0.02 \%$ for each day of delay, calculated at the amount of the unpaid amount. The value of the calculated penalties may not exceed the amount of the unpaid amount | The payment term is 15 days from the date of registration of the documents reinvoiced by CN de Transport a Energiei Electrica Transelectrica SA. |

Total executed during reporting period 25 September - 27 December 2023: RON 198,693.53 th
Due and not due mutual receivables EFSA from TEL at 26 December 2023: RON -144.69 th
Due and not due mutual debts EFSA to TEL at 26 December 2023: RON 27,481.63 th

