Societatea Energetică Electrica S.A.
9 Grigore Alexandrescu St., 1st District
010621, Bucharest
Phone: 0212085999
CIF: RO 13267221, J40/7425/2000
Share Capital: RON 3,395,530,040
www.electrica.ro

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 December 2024**

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

Headquarters: **9 Grigore Alexandrescu Street, 1st 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 3,395,530,040**

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 October – 30 November 2024, 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 2024, respectively exceeds the value of RON 200,247,479.

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 2024 (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 October – 30 November 2024 of the kind listed in Art. 108 of Law No. 24/2017

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 Seller: OPCOM							
1. Convention no. 65/7473/03Feb2023	Sell - purchase of electricity - DAM + IM Transaction and administration tariff	277,024.50	1-Jan-2023	undetermined	67,041	See Note 1 below	See Note 4 below
2. Convention 34861/31Jul2023 PCSCV/ PC ESRE CV	Centralized Market organization and administration services for electricity from renewable sources supported through green certificates	126.71	1-Aug-2023	undetermined	N/A	See Note 2 below	The payment of the invoice is made by the participant in the respective market, in full by bank transfer, with payment order, within a maximum of 5 (five) 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 SA (from the Procedures regarding invoicing and payment of regulated tariffs, practiced by OPCOM https://www.opcom.ro/anunturi-stiri-fpa/ro/10)
3. Agreement 81670/1Oct2015 AA3/1274/07 July 2021	Data access and reporting for compliance with the provisions on the integrity and transparency of the wholesale energy market (REMIT)	3.15	7-Jul-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. 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.
4. Contract 54165/27Dec2023 MACEE	Sale/purchase of electricity through The annual mechanism for the centralized purchase of electricity (MACEE)	133,447.59	1-Jan-2024	31-Dec-2024	150,000	N/A	See Note 5 below
5. Convention 52627/12Dec2022 MACEE 4609001019	Organization and administration services of the Centralized Electricity Purchase Mechanism (MACEE)	61.88	1-Jan-2023	undetermined	N/A	N/A	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.
6. Convention 23656/17May2023 PC-OTC, PCCB-LE-flex, PCCB-NC	Organization and administration services of the Centralized Market of bilateral and forward electricity contracts	363.04	17-May-2023	undetermined	N/A	N/A	Payment of the invoice shall be made by the respective market participant 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. The invoice shall be considered paid on the date of registration of the payment in OPCOM SA's bank statement.
Seller: EFSA Buyer: OPCOM							
7. Convention no. 65/7473/03Feb2023	Sell - purchase of electricity - DAM + IM Trading and administration tariff	10,076.53	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 October – 30 November 2024: 421,103.40 th RON

Due and not due mutual receivables of EFSA from OPCOM at 29 November 2024: - 878.43 th RON

Due and not due mutual debts of EFSA to OPCOM at 29 November 2024: - 178,065.13 th RON

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 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. The participant undertakes to pay late penalties, calculated as a percentage of the unpaid amount, starting with the day immediately following the due date and until the date of full payment of the owed amount; the applicable percentage rate is the one regulated by the Fiscal Procedure Code in force on the date of application, in terms of late penalties applied in case of non-payment of fiscal obligations.

Note 4: 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..."
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.
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.

Note 5: 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.
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.