

Societatea Energetică Electrica S.A.
Str. Grigore Alexandrescu, nr. 9, sector 1, București, 010621
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CIF: RO 13267221
J2000007425408
Capital social: 3.395.530.040 lei
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, ASF Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: 04 September 2025

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

Headquarters: 9 Grigore Alexandrescu Street, 1st District, Bucharest, Romania

Phone: Tel: 004-021-2085035

Fiscal Code: RO 13267221

Trade Register registration number: J2000007425408

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 Societatea Energetica Electrica SA (“Electrica” and/or “ELSA”) and its subsidiary, Societatea Electrica Furnizare SA (“EFSA”)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 4 September 2024 – 3 September 2025 of some transactions between ELSA and EFSA, whose cumulated value exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2024, respectively exceeds the value of RON 200,489,933.

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
Stefan Frangulea

Annex: Details regarding the transactions concluded by DEER with EFSA in the period 04 September 2024 - 03 September 2025 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
Seller/Service provider: ELSA Buyer/Beneficiary: EFSA								
1	35/25.03.2024;	"Sale of green certificates"	3,946.16	25.03.2024 23.05.2025 31.07.2024	The validity period begins on the date of signing by both parties and will end on October 31, 2024 . The validity period begins on the date of signing by both parties and will end on October 31, 2025 .	723074.24 lei/500783.5 lei/6472.22 lei	Annex 7, Article 1.b) The level of late payment penalties corresponds, as a percentage, to the interest owed for failure to pay on time the obligations to the state budget, for each day of delay.	Annex 7, Article 1. The invoice shall be paid by the buyer no later than the fifth
2	26/23.05.2025;	"Sale of electricity"	962.61					
3		"Balancing Responsible Party – Positive Imbalance"	162.51					
4	11/05.11.2020 AA1/12.11.2021 AA2/10.11.2022 AA3/17.10.2023 AA4/02.10.2024	"Office space rent"	18.03	10.11.2020	09.11.2025	Nu e cazul	II.2.1. In the event that the TENANT fails to pay the invoices within the deadline agreed under Article 11.1.2, the TENANT shall be obliged to pay penalties amounting to 0.03% per day of delay, calculated on the unpaid invoice amount. Penalties shall accrue from the date on which the TENANT was contractually required to fulfill the payment obligations, until the actual fulfillment of those obligations.	II.1.2. The rent shall be paid based on the invoice issued by the LANDLORD on the last working day of the month for which the invoice is issued, and the TENANT shall make the payment within fifteen (15) days from the date of receipt of the invoice.
5	61/22.09.2022 AA1/13.07.2023 AA2/16.11.2023 AA3/29.12.2023 AA4/17.12.2024	Reinvoicing of guarantee services for bank guarantee letters issued to secure EFSA obligations.	766.54	22.09.2022	This contract is concluded for the period between the date of its signing and December 31, 2023. b) The maturity of bank guarantee letters issued during the contractual period may not exceed the validity period of the EFSA contract, namely December 31, 2023		Article 5, paragraph g) In the event of delays in the payment of the invoice issued under this Article, ELSA reserves the right to claim and invoice late payment interest in the amount of 0.01% per day of delay, calculated on the outstanding invoice amount, for the period between the day following the due date and the date of full settlement of the debt.	Article 5, paragraph c) The invoice thus issued shall be due for payment within fifteen (15) days from the date it is communicated by email or fax, corresponding to the price of the services rendered. If the due date falls on a non-working day, payment may be made on the first working day following the due date.
6	32/18.04.2022 AA1/01.02.2024	Reinvoicing of parental guarantee services for securing EFSA obligations	20.54	18.04.2025	Article 2 a) This contract is concluded for the period between the date of its signing and December 31, 2026. b) The maturity of corporate guarantees in the form of a Parental Corporate Guarantee (PCG) issued during the contractual period may not exceed the validity period of the contract, namely December 31, 2026.		Article 5, paragraph i) In the event of delays in the payment of the invoice issued under this Article, ELSA reserves the right to claim and invoice late payment interest in the amount of 0.01% per day of delay, calculated on the outstanding invoice amount, for the period between the day following the due date and the date of full settlement of the debt.	Article 5, paragraph e) The invoice thus issued shall be due for payment within fifteen (15) days from the date it is communicated by email, corresponding to the price of the services rendered. If the due date falls on a non-working day, payment may be made on the first working day following the due date.
7	Agreement / 07.08.2024	Reinvoicing of Directors and Officers (D&O) liability insurance services	731.15	07.08.2024	Article 11 This agreement enters into force on the date of its signing by the parties and remains valid until the expiration date of the insurance policy.		Article 4) Payment of penalties amounting to 0.02% per day of delay.	Article 4) The invoices thus issued shall be due for payment within fifteen (15) days from the date of their issuance.
8	Agreement nr. 117/12.11.2024 ELSA/5707/11.11.2024- EFSA	Reinvoicing of services for identifying EFSA business strategy elements aligned with the corporate strategy	297.50	12.11.2024	Article 11 This agreement enters into force on the date of the last signature by the parties and shall remain valid for 6 months, with the possibility of extension through an addendum.		Article 4) Payment of penalties amounting to 0.03% per day of delay.	Article 4) The invoices thus issued shall be due for payment within fifteen (15) days from the date of issuance.

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
9	3236618 / 14.04.2025	Reinvoicing of professional legal services provided in connection with the Apollo Project (Dentons).	83.33	14.04.2025	"You have the right to terminate this Agreement at any time by written notice. We, in turn, have the same right, with the obligation to provide you with reasonable prior notice.		In the event that payment is not received within fifteen (15) days, we reserve the right to apply a penalty of 0.03% per day of delay.	Each Borrower agrees to pay our fees and the amounts stated in the invoices by bank transfer, within fifteen (15) days from the date of receipt of the invoice.
10	3284503/16.01.2025	Reinvoicing of legal consultancy services (RTPR)	96.30	16.01.2025	The project will be completed, and our involvement will end within four (4) months from the date on which RTPR receives from the Lenders the instruction to commence legal assistance in relation to the Project (the Deadline).	Nu e cazul	RTPR shall have the right to suspend the performance of the Project and shall bear no liability towards the Client for such suspension if any amount due is not paid within thirty (30) days from the invoice date. Furthermore, we shall charge interest on overdue amounts at the reference interest rate calculated in accordance with the applicable legislation.	6.3. For the sake of clarity, Borrower #1 shall make payment within ten (10) calendar days (subject to RTPR having issued the invoice) from the date on which the Client informs RTPR that the Project will not be completed ("Early Project Termination Date").
11	41/09.04.2024 AA1/06.09.2024 AA2/04.04.2025	Loan granting – interest	17,892.17	09.04.2024	08.04.2025		In the event of failure to repay the loan (in full or in part) by the due date, ELSA reserves the right to charge late payment penalties amounting to 0.01% for each day of delay.	The Borrower undertakes to pay a monthly interest within 5 days from the receipt of the notification. Any repayment or payment made under the Loan Agreement shall be in the Loan Utilization Currency.
12	90/18.12.2023 AA/25.10.2024	Loan granting – interest	7,467.29	18.12.2023 25.10.2024	02.11.2024 / 02.11.2025		In the event of failure to repay the loan (in full or in part) by the due date, ELSA reserves the right to charge late payment penalties amounting to 0.01% for each day of delay, for the period between the day following the loan's due date and the date of repayment.	The Borrower shall have the right, based on a written request submitted to ELSA at least five (5) Business Days in advance, to make early repayment of any amount. The Borrower shall also have the right, based on a written notice submitted to ELSA at least five (5) Business Days in advance, to waive the use of the unused portion of the Loan, either in whole or in part.
13	83/02.09.2024 AA1/23.12.2024	Purchase and sale of electricity generated in power plants from renewable energy sources	13.19	05.09.2024	31.12.2024/31.12.2025		Failure to fulfill payment obligations shall result in the payment of penalty interest under the same conditions as those established in the supply contract.	In addition to the invoices issued for each contractual month in which a quantity of electricity is carried forward, the Buyer shall issue a separate invoice with a negative value for the carried-forward quantity.
14	141/20.12.2019	Liquidity concentration services – ING cash pooling	17,826.43	20.12.2019	Feb-26			The bank interest is paid on the 1st of each month and is automatically debited from the account. An annual fee also applies, which is re-invoiced proportionally to the subsidiaries.
15	12/22.01.2024	Cash Pooling Services 2 – BRD	16,384.30	22.01.2024	Unspecified			Bank interest is paid on the 30th or 31st of each month and is automatically debited from the account. An annual fee also applies, which is proportionally re-invoiced to the subsidiaries.

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
16	Ctr.50 / 29.07.2025	The purpose of granting this loan is to make payments to the company Distributie Energie Electrica Romania SA (DEER)	245,000.00	29.07.2025	28.07.2026	0	In case of non-payment of the loan (total or partial) at maturity, ELSA reserves the right to charge late payment penalties in the amount of 0.01% for each day of delay, for the period between the day following the maturity of the borrowed amount and the date of its effective payment.	Full reimbursement on the maturity date, respectively 28.07.2026.
17	Contract 56/03.09.2025	The purpose of granting this loan is to make payments to the company Distributie Energie Electrica Romania SA (DEER)	245,000.00	03.09.2025	31.08.2026	0		Full reimbursement on the maturity date, 31.08.2026
Seller/Service provider: EFSA Buyer/Beneficiary: ELSA								
16	"Addendum No. 11 to the Service Provision Contract ELSA Reference: No. 883/17.08.2020	Representation service as a Balancing Responsible Party	493.96	26.08.2020	Unspecified		Art. 5 q) To fully pay the net payment obligations stipulated in the daily settlement notes, by means of payment orders issued for the crediting of the bank account opened by the Participant in the Day-Ahead Market (DAM) and/or the Intraday Market (IM) at a commercial bank in Romania, and to document the collection of receivables and the payment of obligations, in equal and reciprocal value, through the use of the compensation/settlement mechanisms provided in the "Procedure regarding collections and payments related to transactions on the Day-Ahead Market" and the "Procedure regarding collections and payments related to transactions on the Intraday Market.	6.17.4. Participants in the Day-Ahead Market (DAM) shall issue invoices dated on the last day of the delivery month and shall send them to OPCOM S.A. via email or fax within the first three banking business days of the month following the delivery month.

Total executed during reporting period 04 September 2024 - 03 September 2025: RON 557,162.01 th

Due and not due mutual debts of EFSA to ELSA at 03 September 2025: RON 1,110.30 th

Due and not due mutual debts of ELSA to EFSA at 03 September 2025: RON 37.08 th