

**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: 6 March 2024**

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

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 January – 5 March 2024, 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 2023, respectively exceeds the value of RON 199,025,704.

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 10 January - 5 March 2024 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: DEER-TN<br>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                        | 184,206.04            | 1-Jul-21                 | Indefinite  | 0.00                 | 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 | 368.13                |                          |             |                      | 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   |  |
| 3   | Conv. 50277/22Feb2016, AD 53229 A/20Oct2020 - Bistrita                              | Re-invoicing utilities expenses  | 23.04                 | 1 Jan 2016               | 31 Dec 2023 | 0.00                 | 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  | Payment is made within 10 calendar days from the date of registration of the invoice to the tenant   |  |
| 4   | Conv. 30728/22Feb2016, AD. 4/56021/7Oct2020 – Oradea                                |  |                       | 1 Jan 2016               |             |                      |   |  |  |
| 5   | Conv. E12.2.59/ 8Mar2011-Oradea – utilities breakdown Oradea building -headquarters |  |                       | 1-Feb-11                 |             |                      | 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.                                   |  |  |
| 6   | Conv. 60380/22Feb2016, AD SM 63761A/16Dec2020 - Satu Mare                           |  |                       | 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  |  |  |
| 7   | Conv. 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare                                 |  |                       | 1-Jan-17                 |             |                      |   |  |  |
| 8   | Conv. 17/ 28 Feb 2019 - Cluj  |  |                       | 1-Mar-19                 |             |                      |   |  |  |
| 9   | Conv. 70022/05Jan2017,AD 71117A/1267/18Jul2018 - Zalău                              |  |                       | 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  |
|---|--|---|-----------------------|--------------------------|-------------|----------------------|--|--|
| 10  | C3215/11.07.2023   | Re-invoicing IT and Communication Services  | 286.57                | 11 Jul 2023              | 11 Jul 2024 | N/A                  | see Note 4   | Payment is made within 10 calendar days from the date of registration of the invoice to the lessee   |
| 11  | C 22/15Feb2018<br>C 61/04Apr2018<br>C 1466/27Mar2018<br>AD1 for C 22/15Feb2018<br>AD2 for C 22/15Feb2018<br>AD3 for C 22/15Feb2018<br>AD4 for C 22/15Feb2018<br>AD5 for C 22/15Feb2018<br>AD6 for C 22/15Feb2018<br>AD7 for C 22/15Feb2018 | Providing the representation service as the Party Responsible for Balancing   | 6,315.71              | 15 Feb 2018              | 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.   |
| <b>Seller/Service provider: DEER-TS</b><br><b>Buyer/Beneficiary: EFSA</b> |  |   |                       |                          |             |                      |  |  |
| 12  | C-19840/<br>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 | 165.55                | 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).<br>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. |
| 13  |  | 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                | 44.92                 | 1-Jul-21                 | Indefinite  |                      |  | Payment is made within 10 working days from the date of issuing/sending the invoice.   |
| 14  | C-1345/I/7000/23Jan2019 and AD 87 / 31Jul2023  | Re-invoicing space rents  | 21.85                 | 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.   |

| 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  |
|---|--|---|-----------------------|--------------------------|-------------|----------------------|--|--|
| 15  | C 22/15Feb2018<br>C 61/04Apr2018<br>C 1466/27Mar2018<br>AD1 for C 22/15Feb2018<br>AD2 for C 22/15Feb2018<br>AD3 for C 22/15Feb2018<br>AD4 for C 22/15Feb2018<br>AD5 for C 22/15Feb2018<br>AD6 for C 22/15Feb2018<br>AD7 for C 22/15Feb2018 | Providing the representation service as the Party Responsible for Balancing   | -0.12                 | 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  |
| 16  | C3215/11Jul2023  | IT & C user support services, cyber security services, telecomm. services, IT & C infrastructure management services  | 273.20                | 11-Jul-23                | 11-Jul-24   | N/A                  | See Note 4   | Payment is made within 30 calendar days from the date of registration of the invoice at the registry of the beneficiary  |
| <b>Seller/Service provider: DEER-MN</b><br><b>Buyer/Beneficiary: EFSA</b> |  |   |                       |                          |             |                      |  |  |
| 17  | C-19840/<br>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 | -201.36               | 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.  |
| 18  |  | 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                | 224.87                | 1-Jul-21                 | Indefinite  | N/A                  |  | Payment is made within 30 days from the date of issuing the invoice.   |
| 19  | 10335/ 01Aug2007   | Revenues from the re-invoicing of common expenses   | 12.45                 | 1 Aug 2007               | Indefinite  | 0                    | 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   | 0.39                  | 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  | C3215/11Jul2023  | Re-invoicing IT and Communication Services  | 23.27                 | 11 Jul 2023              | 11-Jul-24   | 0                    | see Note 4   | The beneficiary will pay the value of the services rendered within 30 calendar days from the date of registration of the invoice at the beneficiary's registry |
| 22  | Request no. 3030240200414  | Issuing a connection notice   | 0.16                  | -                        | -           | 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)   | -  |

| 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   |
|--|---|---|-----------------------|--------------------------|---|----------------------|--|---|
| <b>Seller/Service provider: EFSA</b><br><b>Buyer/Beneficiary: DEER</b> |   |   |                       |                          |   |                      |  |   |
| 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 | 10,056.41             | 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             |
| 24   | Conv. 72/34/26Jan2017 - Cluj<br>Conv. 13/02Feb2017 - Gherla<br>Conv. 21/18Feb2010 - Oradea<br>AD1/13Jul2018<br>AD2/01Mar2019<br>AD4/13Feb2019 for<br>Rental contract 885/31Dec2015<br>AD3/31Aug2022 | Reinvoicing common expenses   | 2.28                  | 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 |

**Total executed during reporting period 10 January - 5 March 2024: RON 201,823.27 th**

**Due and not due mutual debts of EFSA to DEER at 4 March 2024: RON 1,222,971.21 th**

**Due and not due mutual debts of DEER to EFSA at 4 March 2024: RON 1,706.73 th**

|        |  |
|--------|--|
| Note 1 | 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 2 | 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.   |
| Note 3 | A guarantee is established in the event that the buyer registers 5 days late payment, for 3 consecutive months.<br>The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added.   |
| Note 4 | 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.15.1., 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.<br>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.<br>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. |