## Societatea Energetică Electrica S.A.

9 Grigore Alexandrescu St., 1st District 010621, Bucharest

Tel: 0212085999, Fax: 0212085998

CIF: RO 13267221, J40/7425/2000 Share Capital: 3.464.435.970 RON

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: 15 May 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 3,464,435,970

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 Societatea Nationala Nuclearelectrica S.A. (SNN)

Electrica informs its shareholders and investors about the conclusion, in the period 15 May 2023 – 14 May 2024, of several transactions between EFSA, Electrica's subsidiary, and SNN, which have a cumulated value that exceed the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements fat 31 December 2023, respectively exceeds the value of RON 199,024,904.

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 EFSA with SNN in the period 15 May 2023 - 14 May 2024 of the kind listed in Art. 108 of Law No. 24/2017

No	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: SNN										
1	EFET contract no.1561	sale/purchase of electricity	3,482.84	1 Jan 2023	31 Dec 2023		See Note 1	See Note 2			
2	/19Dec2018		118,260.00	1 Jan 2025	31 Dec 2025	11,826	See Note 3	See Note 4			
3	Contract no. 1253/09Aug2022	sale/purchase of electricity PCCB-LE-FLEX	71,225.91	1 Jan 2023	30 Apr 2023		See Note 5	Payment of electricity in full in advance: no later than 6 working days from the date of receipt of the invoice by fax or email			
4	Contract no. 1254/09Aug2022	sale/purchase of electricity PCCB-LE-FLEX	70,650.29	1 Jan 2023	30 Apr 2023						
	Buyer: SNN Seller: EFSA										
5	Contract 10874881 /30Jun2022	Electricity supply contract in the last instance regime	1,804.80	1 Jul 2022	31 Mar 2023		See Note 6	The buyer will pay the invoice within 10 days from its issuance, the invoice is issued based on the active electricity consumption determined by reading the meter index by the representative of the Network Operator			
6	Contract 294/23Aug2004 Contract R507/01Aug2011 AD 9/22Jul2021	Reinvoicing - energy quota for pensioners; Countervalue of electricity granted to natural persons beneficiaries of the provisions HG.1041/2003 and HG.1461/2003	2.43	1 Jul 2021	undetermined		See Note 7	The payment of the counter value of the invoice will be made within the due date of 30 calendar days from the date of issue			

Total executed during reporting period 15 May 2023 - 14 May 2024: RON 265,428.26 th Due and not due mutual receivables of EFSA to SNN on 14 May 2024: RON -0.13 th Due and not due mutual debts of EFSA to SNN at 14 May 2024: RON 0 th

No.	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
-----	--	------------------------	---------------------------------------	--------------------------	-------------	----------------------	------------------------	---------------------------------------

**Note 1:** In case of non-payment of the invoice when due, the Buyer will be obliged to pay late penalties whose interest level corresponds as a percentage to the interest due for non-payment of obligations to the state budget, for each day of delay, starting with the first day after the due date, until the date of repayment of the amount owed, inclusive.

**Note 2:** The buyer will pay the issued invoice in full by the payment deadline written on the invoice, i.e. no later than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller. The total value of the remunerative interest of 7.47% will be paid in 5 working days from the issuance of the invoices for these amounts (due date).

**Note 3:** Interest rate for:

- (i) RON will be the one-month ROBOR reference rate, until 11.00 a.m. from the due date, plus 3 (three) %/year;
- (ii) all other currencies there will be a reference interest rate/year equal to the "Offered Interbank Rate" published by the national central bank or other authority responsible for the relevant currency until 11.00 a.m. on the due date, plus 3 (three) % /year.

**Note 4:** Payment after delivery - The buyer will pay the invoice in full on or before the deadline for payment written on the invoice, namely the twentieth (20th) calendar day of the month following delivery. The settlement and regularization invoice will be paid in full by the Party that owes the invoiced amount at the latest on or before the fifteenth (15th) calendar day of the month following the contractual month for which the regularization was made. In exceptional cases, in which the settlement and regularization invoice has a negative value, the Party that issued the invoice will return to the other Party the negative value of the regularization invoice, within 5 (five) working days from the issuance of the settlement and regularization invoice. The payment date is the one on which the creditor's account was supplied with the amount of money that was the object of the payment.

**Note 5:** In case of non-payment of the invoice when due, the Buyer will be obliged to pay late penalties whose interest level corresponds as a percentage to the interest due for non-payment of obligations to the state budget, for each day of delay, starting with the first day after the due date, until the date of repayment of the amount owed, inclusive.

**Note 6:** Non-payment of the invoice by the customer within 15 days from the due date leads to the payment by the customer of penal interest, which cumulatively meets the following conditions:

- a) are equal to the level of interest due for non-payment of budget obligations on time;
- b) are due starting with the first day after the due date and until the day of payment (exclusively);
- c) their value cannot exceed the value of the invoice.

**Note 7:** If the payer does not pay the counter value of the invoice within 30 days from the due date, he owes the provider penalties equal to the level of interest charged for late payment of debts to the state budget, for each day of delay, starting with the first day after the due date and until full payment, including the day of payment.