



**S.P.E.E.H. Hidroelectrica S.A.**

Two-tier system Company  
15-17 Ion Mihalache Blvd., District 1, Bucharest  
Tower Center Building, 10-15 floors  
RO 13267213, J40/7426/2000  
Share Capital: RON 4.498.025.670

**To: Bucharest Stock Exchange (BSE)**

**Romanian Financial Supervisory Authority (FSA)**

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

**Report Date: 30 January 2024**

**Company name: S.P.E.E.H. HIDROELECTRICA S.A. (Hidroelectrica)**

**Headquarters: 15-17 Ion Mihalache Blvd., Tower Center Building, 10-15 floors District 1, Bucharest**

**Phone/fax no.: 021.30.32.500**

**Fiscal Code: RO13267213**

**Trade Register registration number: J40/7426/2000**

**Subscribed and paid in share capital: RON 4.498.025.670**

**Regulated market where the issued securities are traded: Bucharest Stock Exchange (BSE)**

**Significant events to be reported: Correction of errors identified in reportings published during semester II of 2023 on related party transactions concluded by Hidroelectrica, in accordance with art. 108 of Law no. 24/2017**

Hidroelectrica informs shareholders and investors about the correction of errors in the content of reports on related party transactions concluded by Hidroelectrica in the second half of 2023 (Annex 1), as well as on the publication of new information related to second semester of 2023, in accordance with the requirements of art. 108 of Law no. 24/2017, on deposits constituted (Annex 2).

The errors found/the additions are presented in Annexes 1 and 2 to this report.

The Management Board evaluates the transactions as justified and economically fair.

**Karoly BORBELY**

**Chairman of the Management Board/CEO**

**Marian FETITA**

**Management Board Member/CFO**



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### Annex 1 - Correction of errors identified in reportings published during semester II of 2023 on related party transactions concluded by Hidroelectrica

#### 1. Current report as of 1 August 2023, IRIS code (BVB): DA0B4. Related party: OPCOM

No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties	Comments
9	DAM Convention nr. 28441/ 22.06.2021	Electricity sale - DAM	Initial value: 1.780.018,76  Rectified value: <b>1,652,458.10</b> (1 August 2022 – 30 June 2023)	22 Jun 2021	-	Hidroelectrica issues invoices with the date of the last day of the delivery month and sends them by email to OPCOM in the first 3 working days of the month following the delivery month		
11	DAM Convention nr. 28441/ 22.06.2021	Buying electricity - DAM	Initial value: 354,264.37  Rectified value: <b>354,244.51</b> 1 August 2022 – 30 June 2023)	22 Jun 2021	100.000 thousand RON -	OPCOM S.A., as NEMO, issues invoices with the date of the last day of the delivery month and sends them, electronically signed, by email, to the DAM Participants in the first 3 working banking days of the month following the month of delivery.	Initial version: N/A  Rectified version: The letter of bank guarantee for payment / financial guarantee in the form of a cash deposit sent to the account of OPCOM S.A. will be executed on the banking working day following the day on which the refusal to execute IDD (direct debit instruction) was received	
		Administration fee - DAM	15.09			The invoices related to the administration fee, respectively the transaction fee on DAM and / or IP are		



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No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties	Comments
		Trading fee - DAM	1,216.86			paid within 5 working days from the date of receipt of the invoice		
15	REMIT Agreement on reporting and accessing data no. 57159/30.12.2022	OPCOM RRM Management Services	1.20	1 Jan 2023	-	The monthly invoice containing OPCOM tariffs will be issued and transmitted electronically (by e-mail) by OPCOM in the first 10 working days of the month following the month in which the Services were provided, following that the Service Beneficiary will pay the invoice in full by bank transfer, with payment order, within maximum 5 (five) working days from the date of receipt of the invoice.	Initial version: N/A  Rectified version: The percentage rate related to the unpaid amount starting with the day immediately following the due date and until the date of full extinguishment of the amount due; the applicable rate is the one regulated by the Fiscal Procedure Code in force on the date of application, in the matter of late payment penalties applied in case of non-payment of tax obligations	The provisions of Implementing Regulation (EU) No 1348/2014 on data reporting, for the implementation of Article 8(2) and (6) of Regulation (EU) No 1348/2014. Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency ('REMIT Implementing Regulation') according to which market participants are required to report regularly to the Agency for the Cooperation of Energy Regulators ('ACER') details of wholesale energy contracts for both electricity and natural gas supply, respectively, as
		Reporting services of contracts established on the OPCOM organized market to ACER	3.00					
		Reporting services of contracts established outside the OPCOM organized market (reporting services of standard and/or non-standard contracts for energy supply established outside the markets managed by OPCOM, respectively	2.00					



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No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties	Comments
		bilateral contracts and/or transactions established on other organized markets ) to ACER						well as the transport of those products.
		ACER REMIT Tax Rebilling	16.89					

### Initial version:

Total executed transactions with OPCOM between 1 August 2023 – 28 December 2023: RON 4,409,683.85 th.

Due and not due mutual receivables as at 27 July 2023: RON 0 th.

Due and not due mutual debts as at 27 July 2023: RON 5.1 th.

### Revised version:

Total executed transactions with OPCOM between 1 August 2023 – 28 December 2023: RON 4,282,103.33 th.

Due and not due mutual receivables as at 27 July 2023: RON 127,160.18 th.

Due and not due mutual debts as at 27 July 2023: RON (8.44) th.



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### 2. Current report as of 24 August 2023, IRIS code (BVB): 7885A. Related party: CNTEE Transelectrica S.A.

No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties	Comments
1	Convention on assuming responsibility for balancing No. 324/05.11.2020	Collection rights for positive imbalances produced in the contract month, calculated at imbalance prices - positive	212,918.83 (1 August 2022 – 31 July 2023)	9 Nov 2020	N/A	Invoices shall be issued starting with the first working day following the day of posting by the balancing market settlement operator (ODPE) on the dedicated IT platform of the Information Note for the monthly settlement of PRE imbalances and of the Information Note for the monthly settlement of the redistribution of additional revenues resulting from system balancing, or, where applicable, of the Monthly Settlement Note. Invoices are issued and sent by electronic means (e-mail) pdf file. Invoices are paid within 5 (five) working days from the date of their issuance.	Initial version: N/A  Revised version: In case of failure to pay invoices on time, a penalty is due equal to an amount additional to the amount due to be paid and includes interest accrued on any amounts due and unpaid, calculated as a percentage of the level of late payment penalty charged for non-timely payment of obligations to the state budget, starting with the day following the deadline on which payments should have been made, and ending on the day preceding that on which the outstanding amounts were actually paid.	
		Collection rights for negative imbalances produced in the contract month, calculated at imbalance prices - negative	8,195.32 (1 August 2022 – 31 July 2023)					
		Redistribution of additional balancing revenue	52,879.86 (1 August 2022 – 31 July 2023)					
2	Contract no. 985/12.04.2022	Sale of electricity during the delivery period August 2022 - July 2023	5,232.88	12 Apr 2022	N/A	The invoice is issued no later than 10 calendar days before the beginning of the contract month. Payment is made no later than 3	Initial version: N/A  Revised version: Failure to pay the amounts due by the Buyer according to the payment	



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						<p>working days before the start of the contract month</p>	<p>deadlines stipulated in the contract, additionally entails the payment of penalty interest, as follows:</p> <p>a) default interest shall be calculated for each day of delay, starting with the day immediately following the due date and until the date of extinguishment of the amount due, inclusive;</p> <p>b) the level of penalty interest shall be 0.1% for each day of delay.</p> <p>In case of termination of the contract, in addition to the provisions of art. 18 of the contract, the party through whose fault the termination is made, has the obligation to pay to the other Party a compensation equal to the equivalent value of electricity for a number of 31 delivery days, regardless of the number of delivery days remaining until the completion of electricity deliveries related to the contract.</p> <p>Art. 18. 1. In the event of termination of the contract, the party terminating shall pay to the party who is not at fault a compensatory amount representing the product of the quantity of electricity not delivered/taken over and the amount of the difference between the contract award price and the price of the similar product(s) available at the earliest date of termination, thus:</p> <p>(a) if the difference is positive and the buyer has caused the termination, the compensatory amount shall be paid to the seller by the buyer;</p> <p>b) if the difference is negative and the seller caused the termination, the compensatory amount shall be paid to the buyer by the seller;</p>	
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							<p>c) if the difference is negative and the buyer caused the termination, the contract may be terminated without payment of compensatory amounts;</p> <p>d) if the difference is positive and the seller caused the termination, the contract may be terminated without payment of compensatory amounts.</p>	
3	Contract no. 2857/29.11. 2021	Sale of electricity during the delivery period August 2022 - July 2023	8,220.26	29 Nov 2021	N/A	<p>The invoice is issued no later than 10 calendar days before the beginning of the contract month. Payment is made no later than 3 working days before the start of the contract month</p>	<p>Initial version: N/A</p> <p>Revised version: Failure to pay the amounts due by the Buyer according to the payment deadlines stipulated in the contract, additionally entails the payment of penalty interest, as follows:</p> <p>a) default interest shall be calculated for each day of delay, starting with the day immediately following the due date and until the date of extinguishment of the amount due, inclusive;</p> <p>b) the level of penalty interest shall be 0.1% for each day of delay.</p> <p>In case of termination of the contract, in addition to the provisions of art. 19 of the contract, the party whose fault is terminated has the obligation to pay to the other Party a compensation equal to the equivalent value of electricity for a number of 31 delivery days, regardless of the number of delivery days remaining until the completion of electricity deliveries related to the contract.</p> <p><b>Art. 19.</b> (1) In case of termination of a contract concluded through the PCCB-LE-flex trading method, the party due to which the termination occurs shall pay to the party who</p>	



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							<p>is not at fault a compensatory amount representing the product of the quantity not delivered/not taken over of electricity and the value of the difference between the contract award price or the adjusted contract award price, if this option is activated, and the price of the similar product(s) available on the date closest to the time of termination, as follows:</p> <p>(a) if the difference is positive and the buyer has caused the termination, the compensatory amount shall be paid to the seller by the buyer;</p> <p>b) if the difference is negative and the seller caused the termination, the compensatory amount shall be paid to the buyer by the seller;</p> <p>c) if the difference is negative and the buyer caused the termination, the contract may be terminated without payment of compensatory amounts;</p> <p>d) if the difference is positive and the seller caused the termination, the contract may be terminated without payment of compensatory amounts.</p>	
4	Contract no. 2860/29.11. 2021	Sale of electricity during the delivery period August 2022 - July 2023	8,176.26	29 Nov 2021	N/A	<p>The invoice is issued no later than 10 calendar days before the beginning of the contract month. Payment is made no later than 3 working days before the start of the contract month</p>	<p>Initial version: N/A</p> <p>Revised version: Failure to pay the amounts due by the Buyer according to the payment deadlines stipulated in the contract, additionally entails the payment of penalty interest, as follows:</p>	



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							<p>a) default interest shall be calculated for each day of delay, starting with the day immediately following the due date and until the date of extinguishment of the amount due, inclusive;</p> <p>b) the level of penalty interest shall be 0.1% for each day of delay.</p> <p>In case of termination of the contract, in addition to the provisions of art. 19 of the contract, the party whose fault is terminated has the obligation to pay to the other Party a compensation equal to the equivalent value of electricity for a number of 31 delivery days, regardless of the number of delivery days remaining until the completion of electricity deliveries related to the contract.</p> <p><b>Art. 19.</b> (1) In case of termination of a contract concluded through the PCCB-LE-flex trading method, the party due to which the termination occurs shall pay to the party who is not at fault a compensatory amount representing the product of the quantity not delivered/not taken over of electricity and the value of the difference between the contract award price or the adjusted contract award price, if this option is activated, and the price of the similar product(s) available on the date closest to the time of termination, as follows:</p> <p>(a) if the difference is positive and the buyer has caused the termination, the compensatory amount shall be paid to the seller by the buyer;</p> <p>b) if the difference is negative and the seller caused the termination, the compensatory</p>	
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							<p>amount shall be paid to the buyer by the seller;</p> <p>c) if the difference is negative and the buyer caused the termination, the contract may be terminated without payment of compensatory amounts;</p> <p>d) if the difference is positive and the seller caused the termination, the contract may be terminated without payment of compensatory amounts.</p>	
5	Contract no. 2862/29.11. 2021	Sale of electricity during the delivery period August 2022 - July 2023	8,132.26	29 Nov 2021	N/A	<p>The invoice is issued no later than 10 calendar days before the beginning of the contract month. Payment is made no later than 3 working days before the start of the contract month</p>	<p>Initial version: N/A</p> <p>Revised version: Failure to pay the amounts due by the Buyer according to the payment deadlines stipulated in the contract, additionally entails the payment of penalty interest, as follows:</p> <p>a) default interest shall be calculated for each day of delay, starting with the day immediately following the due date and until the date of extinguishment of the amount due, inclusive;</p> <p>b) the level of penalty interest shall be 0.1% for each day of delay.</p> <p>In case of termination of the contract, in addition to the provisions of art. 19 of the contract, the party whose fault is terminated has the obligation to pay to the other Party a compensation equal to the equivalent value of electricity for a number of 31 delivery days, regardless of the number of delivery days remaining until the completion of electricity deliveries related to the contract.</p>	



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							<p><b>Art. 19.</b> (1) In case of termination of a contract concluded through the PCCB-LE-flex trading method, the party due to which the termination occurs shall pay to the party who is not at fault a compensatory amount representing the product of the quantity not delivered/not taken over of electricity and the value of the difference between the contract award price or the adjusted contract award price, if this option is activated, and the price of the similar product(s) available on the date closest to the time of termination, as follows:</p> <p>(a) if the difference is positive and the buyer has caused the termination, the compensatory amount shall be paid to the seller by the buyer;</p> <p>b) if the difference is negative and the seller caused the termination, the compensatory amount shall be paid to the buyer by the seller;</p> <p>c) if the difference is negative and the buyer caused the termination, the contract may be terminated without payment of compensatory amounts;</p> <p>d) if the difference is positive and the seller caused the termination, the contract may be terminated without payment of compensatory amounts.</p>	
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6	Contract no. 2938/08.12. 2021	Sale of electricity during the delivery period August 2022 - July 2023	7,760.72	8 Dec 2021	N/A	<p>The invoice is issued no later than 10 calendar days before the beginning of the contract month. Payment is made no later than 3 working days before the start of the contract month</p> <p>Initial version: N/A</p> <p>Revised version: Failure to pay the amounts due by the Buyer according to the payment deadlines stipulated in the contract, additionally entails the payment of penalty interest, as follows: a) default interest shall be calculated for each day of delay, starting with the day immediately following the due date and until the date of extinguishment of the amount due, inclusive; b) the level of penalty interest shall be 0.1% for each day of delay.</p> <p>In case of termination of the contract, in addition to the provisions of art. 19 of the contract, the party whose fault is terminated has the obligation to pay to the other Party a compensation equal to the equivalent value of electricity for a number of 31 delivery days, regardless of the number of delivery days remaining until the completion of electricity deliveries related to the contract.</p> <p><b>Art. 19.</b> (1) In case of termination of a contract concluded through the PCCB-LE-flex trading method, the party due to which the termination occurs shall pay to the party who is not at fault a compensatory amount representing the product of the quantity not delivered/not taken over of electricity and the value of the difference between the contract award price or the adjusted contract award price, if this option is activated, and the price of the similar product(s) available on</p>	
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							<p>the date closest to the time of termination, as follows:</p> <p>(a) if the difference is positive and the buyer has caused the termination, the compensatory amount shall be paid to the seller by the buyer;</p> <p>b) if the difference is negative and the seller caused the termination, the compensatory amount shall be paid to the buyer by the seller;</p> <p>c) if the difference is negative and the buyer caused the termination, the contract may be terminated without payment of compensatory amounts;</p> <p>d) if the difference is positive and the seller caused the termination, the contract may be terminated without payment of compensatory amounts.</p>	
7	Contract no. 2939/08.12. 2021	Sale of electricity during the delivery period August 2022 - July 2023	7,719.10	8 Dec 2021	N/A	<p>The invoice is issued no later than 10 calendar days before the beginning of the contract month. Payment is made no later than 3 working days before the start of the contract month</p>	<p>Initial version: N/A</p> <p>Revised version: Failure to pay the amounts due by the Buyer according to the payment deadlines stipulated in the contract, additionally entails the payment of penalty interest, as follows:</p> <p>a) default interest shall be calculated for each day of delay, starting with the day immediately following the due date and until the date of extinguishment of the amount due, inclusive;</p> <p>b) the level of penalty interest shall be 0.1% for each day of delay.</p>	



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							<p>In case of termination of the contract, in addition to the provisions of art. 19 of the contract, the party whose fault is terminated has the obligation to pay to the other Party a compensation equal to the equivalent value of electricity for a number of 31 delivery days, regardless of the number of delivery days remaining until the completion of electricity deliveries related to the contract.</p> <p><b>Art. 19.</b> (1) In case of termination of a contract concluded through the PCCB-LE-flex trading method, the party due to which the termination occurs shall pay to the party who is not at fault a compensatory amount representing the product of the quantity not delivered/not taken over of electricity and the value of the difference between the contract award price or the adjusted contract award price, if this option is activated, and the price of the similar product(s) available on the date closest to the time of termination, as follows:</p> <p>(a) if the difference is positive and the buyer has caused the termination, the compensatory amount shall be paid to the seller by the buyer;</p> <p>b) if the difference is negative and the seller caused the termination, the compensatory amount shall be paid to the buyer by the seller;</p> <p>c) if the difference is negative and the buyer caused the termination, the contract may be terminated without payment of compensatory amounts;</p>	
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							d) if the difference is positive and the seller caused the termination, the contract may be terminated without payment of compensatory amounts.	
8	Convention on assuming responsibility for balancing No. 324/05.11.2020	<p>Payment obligations for negative imbalances produced in the contract month, calculated at imbalance prices - positive</p> <p>111,766.42 (1 August 2022 – 31 July 2023)</p>		1 Sept 2020	50.00	PRE invoices related to the payment obligation shall be issued and sent by electronic means (e-mail) pdf file. Invoices are paid within 5 (five) working days from the date of their issuance.	<p>Initial version: N/A</p> <p>Corrected payment: In case of failure to pay invoices on time, a penalty is due equal to an amount additional to the amount due to be paid and includes interest accrued on any amounts due and unpaid, calculated as a percentage of the level of late payment penalty charged for non-timely payment of obligations to the state budget, starting with the day following the deadline on which payments should have been made, and ending on the day preceding that on which the outstanding amounts were actually paid.</p>	
9	Sale/purchase contract for ancillary services between system service provider and transmission system operator	<p>Sale by the seller and purchase by the buyer of ancillary services under regulated and competitive regime under the conditions of application of the Operational Procedure</p> <p>320,848.09 (1 July 2022 – 31 July 2023)</p>		23 Dec 2021	The parties warrant to each other that this contract represents a valid, legal, enforceable obligation under the terms of	Invoice issuance term: 10 working days from the beginning of the calendar month following the month in which the contracted services were provided. The invoice is issued and sent by electronic means (e-mail) pdf file. Invoice payment term: 5 working days from receipt	<p>Initial version: N/A</p> <p>Revised version: (1) For failure to perform system services provided for in Article 8 paragraph (1) letters a), b), c), the seller undertakes to pay to the buyer a penalty corresponding to a value of 100% of the contract price determined as a ratio between the value of the contracted and non-realized quantities of system services and the quantities of system services contracted and</p>	



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	No. 146704/23.12.2021	tender of ancillary services" (secondary control reserves, rapid tertiary control reserves to increase/decrease power, slow control reserves to increase/decrease power, reactive energy for voltage control in RET			this contract.	of the invoice. Payment by bank transfer.	not performed after the application of the provisions of Article 9, para (1). (2) For failure to perform system services provided for in Article A paragraph (2), the seller undertakes to pay to the buyer a penalty corresponding to an amount of 100% of the contract price for the quantities of system services not performed, after applying the provisions of Article 9 paragraphs (2) and (3). The reactive energy system service is considered not performed during the time interval requested by the DEN dispatcher, if the dispatcher order was not executed although there were available groups in the plant.	
10	Balancing Market Participation Convention No. C401/13.11.2020	Sale and purchase of electricity on the balancing market between the parties. Transactions with financial compensation of PPE for energy actually delivered to meet provisions to increase or decrease active power outside the balancing market, to resolve grid restrictions or to ensure system security through	1,072,780.42 (1 July 2022 – 31 July 2023)	27 Nov 2020	50.00	Invoices are issued and sent by electronic means (email), in the form of pdf file. The date of receipt of the email is considered the date of receipt of the invoice. Payment term: 7 working days from issuing the invoice. Payment method: bank transfer.		Selling balancing energy to increase power
			44,433.05 (1 July 2022 – 31 July 2023)					Provision of services, for values of balancing energy quantities actually delivered at reduced power, negative prices

		redispatching or coordinated countertrading.						
11	Balancing Market Participation Convention No. C401/13.11.2020	Sale and purchase of electricity on the balancing market between the parties. Transactions with financial compensation of PPE for energy actually delivered to meet provisions to increase or decrease active power outside the balancing market, to resolve grid restrictions or to ensure system security through redispatching or coordinated countertrading.	15,581.44 (1 July 2022 – 31 July 2023)	27 Nov 2020	50.00	Invoices are issued and sent by electronic means (email), in the form of pdf file. The date of receipt of the email is considered the date of receipt of the invoice. Payment term: 7 working days from issuing the invoice. Payment method: bank transfer.	Initial version: N/A  Ratified version: Penalties for partial delivery of balancing energy, value established according to the Information Note for monthly settlement or the Monthly Settlement Note, issued by ODPE (balancing market settlement operator).	Balancing power acquisition at power reduction
12	Contract no. 456/20.12.2013	Transport Services	1,400.15 (1 July 2022 – 31 July 2023)	1 Jan 2014	13,755.00	The beneficiary pays the invoice until the due date, respectively within 10 days from the date of its receipt, at the expiration of this term the beneficiary being legally in arrears.	Initial version: N/A  Ratified version: In case of non-fulfillment within 5 calendar days from the due date of the payment obligations, the beneficiary pays an interest in addition to the amount owed, corresponding	

							as a percentage to the interest due for non-payment of obligations to the state budget on time, for each day of delay, starting with the day following the due date until the day of payment (exclusively). The total value of the penalties cannot exceed the amount owed.	
13	Contract no. 227/2023	Transport Services	Initial value: 136.940,58  Revised value: 141,232.76 (1 January 2023 – 31 December 2023)	1 Jan 2023	28,300.00	The beneficiary pays the invoice until the due date, respectively within 10 days from the date of its receipt, at the expiration of this term the beneficiary being legally in arrears.	Initial version: N/A  Ratified version: In case of non-fulfillment within 5 calendar days from the due date of the payment obligations, the beneficiary pays an interest in addition to the amount owed, corresponding as a percentage to the interest due for non-payment of obligations to the state budget on time, for each day of delay, starting with the day following the due date until the day of payment (exclusively). The total value of the penalties cannot exceed the amount owed.	
14	Contract no. 221/2011	High-efficiency cogeneration	31,233.70 (1 July 2022 – 31 December 2022)	8 Apr 2011		The contributor pays the invoices sent by the support scheme administrator within a maximum of 7 days from their receipt, but no later than the 20th of each month following that of consumption.	Initial version: N/A  Ratified version: In case of non-payment by the due date of the invoices issued under the terms of this contract by one of the parties, the other party has the obligation to pay penalties for late payment, corresponding as a percentage to the level of late payment interest, corresponding as a percentage the level of late interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until the day of payment (exclusively). The total value of the penalties cannot exceed the amount owed.	



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**Initial version:**

Total executed transactions with Transelectrica between 1 August 2022 – 23 August 2023: RON 2,229,347.15 th.

Due and not due mutual receivables as at 23 August 2023: RON 100,664.59 th.

Due and not due mutual debts as at 23 August 2023: RON 74.28 th.

**Corrected version:**

**Total executed transactions with Transelectrica between 1 August 2022 – 23 August 2023: RON 2,233,639.33 th.**

**Due and not due mutual receivables as at 23 August 2023: RON 91,959.10 th.**

**Due and not due mutual debts as at 23 August 2023: RON 29,573.57 th.**



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### 3. Current report as of 29 December 2023, IRIS code (BVB): 842EA. Related party: OPCOM

No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties (RON th.)	Comments
6	DAM Convention nr. 28441/ 22.06.2021	Electricity sale - DAM	373,609.11 Corrected period: <b>(1 July 2023 – 30 November 2023)</b>	22 Jun 2021	N/A	Hidroelectrica issues invoices with the date of the last day of the delivery month and sends them by email to OPCOM in the first 3 working days of the month following the delivery month	Initial version: N/A  Revised version: The letter of bank guarantee for payment / financial guarantee in the form of a cash deposit sent to the account of OPCOM S.A. will be executed on the banking working day following the day on which the IDD(direct debit instruction) execution refusal was received.	
7	PI Convention nr. 28135/ 18.06.2021	Sale of electricity - IP	296.76	18 Jun 2021	-	Hidroelectrica issues invoices with the date of the last day of the delivery month and sends them by email to OPCOM in the first 3 working days of the month following the delivery month	-	Line 7 of the original Report is deleted



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No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties (RON th.)	Comments
8	DAM Convention nr. 28441/ 22.06.2021	Buying electricity - DAM	67.16 Corrected period: <b>(1 July 2023 – 30 November 2023)</b>	22 Jun 2021	100.000 th. RON	OPCOM S.A., as NEMO, issues invoices with the date of the last day of the delivery month and sends them, electronically signed, by email, to the DAM Participants in the first 3 working banking days of the month following the month of delivery.	Initial version: N/A  Revised version: The letter of bank guarantee for payment / financial guarantee in the form of a cash deposit sent to the account of OPCOM S.A. will be executed on the banking working day following the day on which the IDD (direct debit instruction) execution refusal was received.	
		Administration fee - DAM	23.04 Corrected period: <b>(July 1. 2023 – November 30. 2023)</b>			The invoices related to the administration fee, respectively the transaction fee on DAM and / or IP are paid within 5 working days from the date of receipt of the invoice		
		Trading fee - DAM	203.57 Corrected period:					



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No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties (RON th.)	Comments
			(July 1. 2023 – November 30. 2023)					
13	Tripartite Convention (OPCOM-Romgaz-Hidroelectrica) nr. 2190/31.08. 2023	Assignment of the electricity sale-purchase agreement through the centralized electricity purchase mechanism for the period 01.09.2023 – 30.09.2023  The ceded contractor: OPCOM Transferor: Romgaz Assignee: Hidroelectrica	17,495.64	31 Aug 2023	N/A	The Seller's collection rights for the quantities of electricity sold shall be paid by the Buyer by payment orders in the first 15 days of the calendar month following the month of delivery.	N/A	Line No. 13 is added, on the Tripartite Convention.  The Agreement consists in the transfer of all rights and obligations of the Contract, together with all rights and accessories arising under the Agreement, existing at the time of conclusion of this Agreement or, as the case may be, which will arise in the future with respect to the Contract, by the Transferor to the Assignee for the period 01.09.2023 – 30.09.2023.
14	DAM Convention nr. 28441/ 22.06.2021	Services for the purchase of electricity at negative prices from OPCOM	0.17	22 Jun 2021	N/A	Hidroelectrica issues invoices with the date of the last day of the delivery month and sends them by email to OPCOM in the first 3 working days of the month following the delivery month	Initial version: N/A  Revised version: The letter of bank guarantee for payment / financial guarantee in the form of a cash deposit sent to the account of OPCOM S.A. will be executed	Line No 14 is added, regarding the revenues received from the provision of services for the purchase of electricity at negative prices from OPCOM.



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No	Type of the legal document, No. and date of conclusion	Scope of transaction	Amount of transaction (RON th.)	Date of entry into force	Guarantees (RON th.)	Payment due dates and methods	Penalties (RON th.)	Comments
							on the banking working day following the day on which the IDD (direct debit instruction) execution refusal was received.	

### Initial version:

Total executed transactions with OPCOM between 29 July 2023 and 27 December 2023: RON 1,810,108.77 th.

Due and not due mutual receivables as at 26 December 2023: RON 0 th.

Due and not due mutual debts as at 26 December 2023: RON 43.09 th.

### Corrected version:

Total executed transactions with OPCOM between 29 July 2023 and 27 December 2023: RON 1,827,307.82 th.

Due and not due mutual receivables as at 26 December 2023: RON 116,128.48 th.

Due and not due mutual debts as at 26 December 2023: RON 1.87 th.



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### Annex 2 – Statement of deposits constituted at EXIM Banca Romaneasca and CEC Bank and bonds issued by CEC Bank and held by Hidroelectrica between 01.08.2022 – 31.12.2023

#### Statement of deposits at EXIM Banca Romaneasca as at 01.08.2022 - 31.12.2023

Item No.	Amount (RON th)	Inception date	Maturity date	% interest rate (annual)
1	200,000.00	04.07.2022	04.10.2022	8.50%
2	200,000.00	04.07.2022	04.10.2022	8.50%
3	200,000.00	04.07.2022	04.10.2022	8.50%
4	200,000.00	04.10.2022	04.01.2023	9.60%
5	150,000.00	07.07.2022	28.09.2022	8.70%
6	200,000.00	04.10.2022	04.01.2023	9.60%
7	200,000.00	04.10.2022	04.01.2023	9.60%
8	200,000.00	27.10.2022	27.01.2023	9.55%
9	200,000.00	27.10.2022	27.01.2023	9.55%
10	100,000.00	01.11.2022	01.02.2023	9.55%
11	100,000.00	09.11.2022	09.02.2023	9.35%
12	100,000.00	09.11.2022	09.02.2023	9.35%
13	70,000.00	09.11.2022	09.02.2023	9.35%
14	100,000.00	09.01.2023	09.05.2023	7.78%
15	200,000.00	09.01.2023	09.05.2023	7.78%
16	200,000.00	09.01.2023	09.05.2023	7.78%
17	200,000.00	09.01.2023	09.05.2023	7.78%
18	100,000.00	13.02.2023	09.05.2023	7,20%



**HIDROELECTRICA**

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19	200,000.00	13.02.2023	09.05.2023	7,20%
20	200,000.00	13.02.2023	09.05.2023	6,37%
21	300,000.00	09.05.2023	09.06.2023	6,37%
22	300,000.00	09.05.2023	09.06.2023	6,37%
23	300,000.00	09.05.2023	09.06.2023	6,37%
24	300,000.00	09.05.2023	09.06.2023	6,37%
25	300,000.00	10.05.2023	12.06.2023	6,37%
26	200,000.00	10.05.2023	12.06.2023	6,05%
27	200,000.00	19.06.2023	19.12.2023	7.00%
28	200,000.00	19.06.2023	19.12.2023	7.00%
29	200,000.00	19.06.2023	19.12.2023	7.00%
30	100,000.00	19.06.2023	19.12.2023	7.00%
31	100,000.00	17.08.2023	19.02.2024	6.87%
32	200,000.00	17.08.2023	19.02.2024	6.87%
33	200,000.00	19.12.2023	20.05.2024	6.35%
34	200,000.00	19.12.2023	20.05.2024	6.35%
35	200,000.00	19.12.2023	20.05.2024	6.35%



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**Statement of deposits at CEC Bank as at 01.08.2022 - 31.12.2023**

Item No.	Amount (RON th)	Inception date	Maturity date	% interest rate (annual)
1	200,000,000.00	29.07.2022	28.10.2022	10.00%
2	200,000,000.00	29.07.2022	28.10.2022	10.00%
3	200,000,000.00	29.07.2022	28.10.2022	10.00%
4	200,000,000.00	06.10.2022	06.01.2023	9.95%
5	200,000,000.00	06.10.2022	06.01.2023	9.95%
6	200,000,000.00	28.10.2022	30.01.2023	9.63%
7	200,000,000.00	28.10.2022	30.01.2023	9.63%
8	200,000,000.00	28.10.2022	30.01.2023	9.63%
9	130,000,000.00	07.03.2023	07.09.2023	7.10%
10	100,000,000.00	24.03.2023	25.09.2023	7.21%
11	150,000,000.00	24.03.2023	25.09.2023	7.21%
12	200,000,000.00	03.10.2023	03.04.2024	6.20%
13	200,000,000.00	14.12.2023	14.05.2024	6.00%
14	200,000,000.00	14.12.2023	14.05.2024	6.00%
15	200,000,000.00	14.12.2023	14.05.2024	6.00%
16	200,000,000.00	14.12.2023	14.05.2024	6.00%
17	100,000,000.00	14.12.2023	14.05.2024	6.00%



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**Bonds denominated in EUR issued by CEC BANK and held by Hidroelectrica on 31.12.2023**

Item No.	Amount (EUR th)	Settlement date	Annual yield
1	71,000.00	29.12.2022	7,50%