

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: Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)
Luxembourg Stock Exchange (LuxSE)
Romanian Financial Supervisory Authority (FSA)**

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: **19 December 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 2025 - 18 December 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 30 June 2025, respectively exceeds the value of RON 203,603,888.

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 2025 - 18 December 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; 26/23.05.2025; 70/31.07.2024	Sale of green certificates	1,705.02	22.03.2024 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 . The validity period begins on the date of signing by both parties and will end on January 31, 2026 .	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 working day from the date of its receipt.
2		Sale-purchase of electricity from renewable sources	465.30					
3		Provision of representation service as Responsible Party for Positive Imbalance	325.55					
4	111/05.11.2020 AA1/12.11.2021 AA2/10.11.2022 AA3/17.10.2023 AA4/02.10.2024	"Office space rent"	4.58	10.11.2020	12 months, starting on 10.11.2020	N/A	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	32/18.04.2022 AA1/01.02.2024	Reinvoicing of parental guarantee services for securing EFSA obligations	968.94	18.04.2022	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.	N/A	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.
6	Agreement 52/06.08.2025	Reinvoicing of Directors and Officers (D&O) liability insurance services	682.96	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.	N/A	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.
7	41/09.04.2024 AA1/06.09.2024 AA2/04.04.2025	Loan granting – interest	4,974.46	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.

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8	90/18.12.2023 AA/25.10.2024	Loan granting – interest	1,895.06	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.
9	83/02.09.2024 AA1/23.12.2024	Purchase and sale of electricity generated in power plants from renewable energy sources	2.26	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.
10	141/20.12.2019	Liquidity concentration services – ING cash pooling	5,126.98	20.12.2019	February 2026		N/A	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.
11	12/22.01.2024	Cash Pooling Services 2 – BRD	4,396.46	22.01.2024	Unspecified		N/A	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.
12	Ctr.50 / 29.07.2025	Loan granting – interest	5,026.92	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.	The Borrower has the right, based on a written request sent to ELSA 5 (five) business days in advance, to repay any amount in advance. The Borrower has the right, based on a written notice sent to ELSA 5 (five) Business Days in advance, to waive the use of the unused portion of the Loan, in whole or in part.
13	Contract 56/03.09.2025	Loan granting – interest	1,414.30	03.09.2025	31.08.2026	0		Full reimbursement on the maturity date, 31.08.2026
14	Ctr.189 / ..12.2025	The guarantee by ELSA of a non-committal credit facility, to be used in the form of issuing Letters of Guarantee, in the amount of RON 230,000,000, which EFSA will contract from BNP Paribas, for potential commitments.	253,000.00	December 2025	1 year from the date of signing the Contract, with the possibility of extension	253,000.00	N/A	Full repayment on maturity date

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Seller/Service provider: EFSA Buyer/Beneficiary: ELSA								
15	Addendum No. 11 to the Service Provision Contract ELSA Reference: No. 883/17.08.2020	Representation service as a Balancing Responsible Party	616.08	26.08.2020	Undetermined		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.
16	Agreement no. 59/24.09.2025	Tax assistance and consultancy services for the purpose of exercising legal administrative appeals in relation to RIF F-MC_76/20.08.2025 /DI F-MC_124/20.08.2025	41.00	24.09.2025	unlimited (until the time of the resolution of the RIF/DI appeal)	N/A	Art. 5. Invoices issued by the provider and re-invoiced to ELSA will be due for payment within 15 days of their receipt by EFSA, under penalty of paying penalties in the amount of 0.04%/day of delay.	Art. 5. Invoices issued by the provider and re-invoiced to ELSA will be due for payment within 15 days of their receipt by EFSA, under penalty of paying penalties in the amount of 0.04%/day of delay.
17	Contract 1003867072/16.06.2025 / no. ELSA 34/17.06.2025 Act Adicional nr. 1/14.10.2025	Supply of electricity to eligible non-household customers	493.71	01.01.2025	31.12.2026	N/A	"Art. 8.2. (3) Failure to pay the invoice by the customer within a maximum period of 20 days from the due date, provided for in paragraph (1), shall entail penalties for each day of delay, as follows: a) for unpaid debts due, late payment penalties shall be calculated in the amount of 0.1% of these, for each day of delay, starting with the due date exclusively and up to and including the payment date;"	Art. 8.2. (1) The due date of invoices is 10 days (plus 20 days of grace, during which no late payment penalties are calculated) from their communication and will be counted from the day following the day on which the invoice is communicated. The date of communication of the invoice and the due date will be written on the invoice.
18	Contract 19439679-1-P/28.08.2024, no. SE Electrica SA 83/02.09.2024 AA 2/10.11.2025	The contract applies to natural persons who own power plants producing electricity from renewable energy sources with an installed electrical power greater than 27 kW per place of consumption and to legal persons with an installed power of no more than 200 kW per place of consumption.	3.55	05.09.2025	31.12.2026	N/A	Art. 7 (6) Failure to meet payment obligations according to paragraph (5) shall lead to the payment of penalty interest, under the same conditions as those established in the supply contract, for the failure to pay electricity bills on time by the prosumer, as the final customer.	Art. 7 (4) according to the provisions of the electricity supply contract: The due date of invoices is 10 days (plus 20 days of grace, during which no late payment penalties are calculated) from their communication and will be counted from the day following the day on which the invoice is communicated. The date of communication of the invoice and the due date will be written on the invoice

Total executed during reporting period 04 September 2025 - 18 December 2025: RON 281,143.13 th

Due and not due mutual debts of EFSA to ELSA at 17 December 2025: RON 1,637.08 th

Due and not due mutual debts of ELSA to EFSA at 17 December 2025: RON 245.81 th