

**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 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 12 November 2025- 18 December 2025 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 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 12 November - 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: DEER Buyer/Beneficiary: EFSA								
1	C19840/9Jun2021 AD1 and AD2	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	183,824.04	1-Jul-2021	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	2,635.44				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 0.02% 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	C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C 22/15Feb2018 AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018 AA8 for C22/15Feb2018 AA9 for C22/15Feb2018 AA10 for C22/15.02.2018 AA11 for C22/15.02.2018 AA12 for C22/15.02.2018	Providing the representation service as the Party Responsible for Balancing	4,426.57	15-Feb-2018	Indefinite	N/A	see Note 5	The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt.

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
4	Contract 352/2024 AD1/20May2024 AD2/01July2024	Rent spaces	18.24	1-Jan-2024	Art.9 For the spaces represented in Annex 2, the rental period is 4 years, and for the spaces represented in Annex 3, the rental period is 6 months.	N/A	See Note 6	Art.14 The lessee undertakes to pay the counter value of the invoice, by bank transfer, within 10 working days from the date of registration of the invoice to the lessee. Art. 15 In addition to paying the rent, the lessee undertakes to pay, by the legal due date stipulated in art. 12, the bills representing the own consumption of utilities
		Reinvoicing utilities/services related to the rented premises	12.43	1-Jan-2024		N/A		
5	Convention 335608/08.11.2024	Reinvoicing utilities/services	2.41	1-Jan-2024	This agreement is valid for the duration of the contract for the provision of utilities and services concluded by DEER SA or until the beneficiary concludes a contract with the utility suppliers and service providers.	N/A	See Note 10	Payment will be made within 15 days from the date of registration of invoices in SPV, to the bank account mentioned in the invoice.
6	Convention E 12.2.59/08Mar2011	Reinvoicing utilities/services	3.88	1-Feb-2011	This agreement is valid during the period in which at least one of the utilities is invoiced by the supplier of the respective utility to SDEE Oradea.	N/A	Non-payment of the invoice within 30 days from the due date authorizes SDEE Oradea to charge late fees equal to the level of late fees due for non-payment of obligations to the state budget on time, applied to the amount due for each day of delay, starting with the day immediately following the due date and until the date of settlement of the amount due, exclusively.	The due date of the invoice is 10 days from the date of registration of the invoice at AFEE Oradea
7	Request number 6010251105001	Technical connection approval issuance fee	0.07	11-Nov-2025	9-Jan-26	N/A	See Note 10	9-Jan-26

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
8	PV 258074/20.08.2025 PV BN_257937_20.08.2025	Equivalent value for the lack of use of spaces occupied by EFSA without a tenancy title	19.48	1-Sep-2025	This PV will be valid and will apply after 31.07.2025 for the DEER spaces occupied by EFSA without a tenancy title, when calculating the value of the lack of use of the spaces, until the date of their effective release, recorded in a handover-receipt PV signed by both parties.	N/A	See Note 10	Payment is made within 30 calendar days from the date of invoice issuance.
9	PV 334147/27.10.2025 PV BH 330762/23.10.2025	Equivalent value for the lack of use of spaces occupied by EFSA without a tenancy title	26.93	24-Oct-2025	This PV will be valid and will apply after 24.10.2025 for the DEER spaces occupied by EFSA without a tenancy title, when calculating the value of the lack of use of the spaces, until the date of their effective release, recorded in a handover-receipt PV signed by both parties.	N/A	See Note 10	Payment is made within 30 calendar days from the date of invoice issuance.
10	Convention 10335/01.08.2007 335608/08.11.2024	Utilities/services rebilling	51.74	1-Aug-2007	The agreement is concluded for a period of one year, starting on 01.08.2007, and is automatically extended for successive one-year periods unless either party requests its termination at least 30 days prior to the expiration date	N/A	For late payment of issued invoices, penalties of 0.1% per day of delay are calculated, starting from the invoice issuance date until full payment is made	Payment shall be made within 30 calendar days from the invoice issuance date
Seller/Service provider: EFSA Buyer/Beneficiary: DEER								
11	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	7,215.85	1-Jan-18	Unlimited	N/A	See Note 2	Payment is made within 3 working days from the date of receipt of the invoice
12	Conv. 72/34/26Jan2017 - Cluj Conv. 13/02Feb2017 - Gherla Conv. 21/18Feb2010 - Oradea AD1/13Jul2018 AD2/01Mar2019 AD4/13Feb2019 for Rental contract 885/31Dec2015 AD3/31Aug2022	Reinvoicing common expenses	0.07	1-Jan-17	Unlimited	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
13	Contract 461/18.09.2024	Rent spaces	40.09	1-Jan-24	1-May-25	N/A	N/A	Payment is made within 10 days from the date of registration of the invoice to 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
14	Contract Natural Gas supply no. 15292085-GN/28 February 2022 no. 1789/24 April 2025 AAD7/18Dec2023	Extension of the natural gas supply contract on the competitive active energy market	188.20	1-Jun-25	1-Apr-26	See Note 7	The party that does not perform its obligations under the contract by the due date is automatically in default without the need for notification. They also owe penalties equal to the interest due for non-payment of budget obligations on time for each day of delay, starting from the 16th day from the due date and until the invoice is paid in full. The value of the penalties cannot exceed the value of the invoice.	The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration to the beneficiary.

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	AD 17 / 18Dec2023 at Electricity supply contract 189 / 27Mar2017	Extension of the electricity supply contract on the competitive active energy market, with a fixed value	6,319.72	1-Jun-17	31-Dec-25	See Note 1	See Note 3	The payment of the issued invoices will be made through legal instruments. The due date is 10 banking days from the date of the invoice. Grace period 30 calendar days from the due date
16	Contract 237 / 28May2024	Reinvoicing common expenses	9.34	1-Jan-24	1-Dec-25	N/A	If the beneficiary does not pay the counter value of the invoices within 30 calendar days from the established due date, the beneficiary owes the supplier penalties in the amount of 0.04% for each day of delay, starting with the 31st day from the due date and until full payment of the invoice. The value of the penalties cannot exceed the value of the amount paid.	The payment of the issued invoices will be made through legal instruments. The due date is 30 banking days from the date of issuing the invoice.
17	Contract 822 / 04 oct 2021	Rebilling – share of energy for retirees; Value of electricity granted to individuals benefiting from the provisions of Government Decision 1041/2003 and Government Decision 1461/2003	9.05	1-Aug-07	According to the notice from DEER172727/12.07.2022, Contract 822/04Oct2021 was terminated, invoking a Decision of the High Court of Cassation and Justice 3807/2022	N/A	If the beneficiary does not pay the value of the invoices within 30 calendar days from the established due date, the beneficiary owes the supplier penalties amounting to 0.04% for each day of delay, starting from the 31st day after the due date until full payment of the invoice. The amount of penalties cannot exceed the value of the invoiced amount	Payment of the issued invoices shall be made, through legal instruments, within 30 days from their registration with the beneficiary

Total executed during reporting period 11 November - 18 December 2025: RON 381,343.70 th

Due and not due mutual debts of EFSA to DEER at 18 December 2025: RON 795,254.44 th

Due and not due mutual debts of DEER to EFSA at 18 December 2025: RON 24,983.44 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.

If, due to its exclusive fault, the Provider does not fulfill its obligations assumed by the contract, the Purchaser 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 of the established service (paragraph amended by AA 6/01 Feb 2021).

Note 2

AA 4/16 Dec 2019 If, upon express request, the negative invoices are not paid within 2 days, for each day of delay, penalties equal to the interest due for non-payment of budgetary obligations on time are due, starting from the 16 - the day. from the due date until full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The amount of the penalties cannot exceed the amount of the invoice.

Note 3

Art 8.2.(3) Non-payment of the invoice by the customer within a maximum of 5 days from the due date, incurs penalties for each day of delay, for unpaid due debts, late payment penalties will be calculated in the amount of 0,10% of these, for each day of delay, starting with the due date exclusively and up to and including the payment date. The total value of the penalties cannot exceed the value of the invoice.

Note 5

Art. 16.1 If, due to its sole fault, the Provider fails to fulfill, in whole or in part, any payment obligation arising under this Contract and/or the specific legal norms applicable until the expiry of the period provided for in clause 13.3, it shall be obliged to pay, as penalties, an amount equivalent to a percentage of the unpaid payment. The percentage for each day of delay, until the effective fulfillment of the payment obligations, is that of the interest due for the non-payment of obligations to the state budget on time, applied starting from the first day following the deadline provided for in paragraph 13.3, until the day of payment (exclusively).

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.

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.

Note 6

Art.18 In case of non-fulfillment of payment obligations when due, the lessee has the obligation to pay, as penalties, an amount equivalent to 0.02% of the amount not paid on time, for each day of delay, starting with the next day of the due date, up to and including the actual payment date.

Art.19 For late fulfillment or non-fulfillment of the obligations assumed by this contract, the responsible party owes the injured party damages, within the limit of the damage caused, for the total or partial non-fulfillment of the obligations assumed by the contract.

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
Note 7								A guarantee is established in the situation where the buyer registers 5 days late payment, for 3 consecutive months. The value of the guarantee shall represent the equivalent of 60 contractual days to which excise duties and VAT are added.
Note 10								Delay penalties of 0.02% (penalty interest corresponding to the interest due 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) (Ordinance 13/2011)