Societatea Energetica Electrica S.A.
9 Grigore Alexandrescu St., District 1
010621 Bucharest
Phone: 021-208 59 99
Fiscal Registration Code RO 13267221
J2000007425408
Share capital: 3,395,530,040 RON
www.electrica.ro

To: Bucharest Stock Exchange (BVB)
London Stock Exchange (LSE)
Luxembourg Stock Exchange (LuxSE)
Financial Supervisory Authority of Romania (ASF)

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: **28 July 2026**

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

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 (BVB: EL and EL30E), London Stock Exchange (LSE - ELSA and 51FL) and Luxembourg Stock Exchange (LuxSE - XS3111004241)**

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, during the period 19 December 2025 - 13 July 2026, of some transactions between ELSA and its subsidiary EFSA, whose cumulated value exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements as of 31 December 2025, respectively exceeds the value of RON202,130,780.

Details regarding these transactions, containing information about the date of execution, the nature of transaction, the description of its scope, total value of the transaction, the expiry date, mutual debts and receivables, guarantees provided, stipulated penalties, payment due dates and methods, are presented in Annex 1 below.

Among the transactions presented in Annex 1, the transaction entitled *"Issuance of a Parent Company Guarantee Letter by ELSA, at the request of EFSA"* is the one that led to exceeding the above-mentioned threshold. In connection with this transaction, Electrica's financial auditor, KPMG Audit SRL, issued on 14 July 2026 a Limited Assurance Report, prepared in accordance with Art. 108 paragraph (5) of Law no. 24/2017. The report is annexed to this current report as Annex 2.

On 15 July 2026, the Board of Directors of ELSA approved the conclusion of this transaction through BoD Decision no. 17, based on the above-mentioned audit report. Consequently, on 28 July 2026, ELSA and EFSA concluded Addendum no. 4 to PCG contract no. 32/18.04.2022, thereby operationalizing the above-mentioned transaction.

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CFO
Costin Iordache

Head of IR
Raluca Kasap

Annex: Details regarding the transactions concluded by ELSA with EFSA in the period 19 December 2025 - 13 July 2026 of the kind listed in Art. 108 of Law No. 24/2017

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	Transaction carried out in the normal course of business?
Buyer/Beneficiary: ELSA Seller/Service provider: EFSA								
Agreemend 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	259.99	24-Sep-25	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.	NO
Buyer/Beneficiary: EFSA Seller/Service provider: ELSA								
CTR NO. 111/05.11.2020 + AA NO. 3/2023 + AA NO. 4/02.10.2024 + AA NO. 5/2025	"Office space rent" - Property in Bucharest, 9 Grigore Alexandrescu Street, District 1; price 12 eur/sqm, area 25 sqm.	10.79	5-Nov-20	9-Nov-26	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.	NO
Agreement 52/06.08.2025	Reinvoicing of Directors and Officers (D&O) liability insurance services - the value of the re-invoiced amounts is equal to the value of the services invoiced by the service provider	51.89	7-Aug-24	6-Aug-27	N/A	Art. 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.	NO
CTR No. 61/22.09.2022 + AA5/ 15.12.2025	Fee for bank guarantee letter issuance services	1,121.56	22-Sep-22	21-Sep-26	N/A	Art. 5, para. g) In the event of a delay in the payment of the invoice issued pursuant to this Article, ELSA reserves the right to claim and invoice late payment interest at a rate of 0.01% per day of delay on the outstanding invoice amount, for the period spanning from the day following the due date to the date of full settlement of the debt.	7 days from the date of invoice issuance	NO
Treasury Agreement No. 25/05.02.2020 + Addendum No. 6/11.12.2025	Loan origination fee amount	130.00	5-Feb-20	4-Feb-27	N/A	Art. 4) payment of penalties amounting to 0.02% per day of delay	5 days from the date of invoice issuance	NO
CTR No. 91/13.09.2024 + AA 1 + Agreement 23/03.04.2026	Re-invoicing of SaaS software supply services for the 360-degree evaluation process of executive directors - the value of the re-invoiced amounts is equal to the value of the services invoiced by the service provider	12.64	13-Sep-24	12-Sep-27	N/A	9.1. In the event that the Service Provider fails to perform the obligations assumed under the contract, or performs them with a delay, the Beneficiary has the right to invoice, as penalties, an amount equivalent to 0.04% per day of delay of the value of the unperformed obligations, until the obligations are actually fulfilled, without exceeding the value upon which the calculation is based. Penalties accrue from the date by which the Service Provider was required to fulfill the obligations assumed under the contract until the actual fulfillment of said obligations.	15 days from the date of invoice issuance	NO
CTR No. 3284503/16.01.2025	Reinvoicing of legal consultancy services (RTPR) - the value of the re-invoiced amounts is equal to the value of the services invoiced by the service provider	33.81	16-Jan-25	16-Feb-27	N/A	Invoices issued by RTPR are payable within the timeframes specified in this Letter. RTPR reserves the right to charge interest on amounts not paid within the payment deadlines stipulated in this Letter, at the reference penalty interest rate provided for in Art. 3 para. (2^1) of Government Ordinance no. 13/2011, as amended. Any questions regarding a portion of one of our invoices shall not delay payment of the balance.	7 days from the date of invoice issuance	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	Transaction carried out in the normal course of business?
Contract PCG no.32/18.04.2022, AA1/01.02.2024, AA2/24.03.2025, AA3/09.12.2025, AA4/28.07.2026	Issuance of Parent Company Letters of Guarantee by ELSA at the request of EFSA	251,700.00	18-Apr-22	31-Mar-27	N/A	N/A	See Note 1	NO
Ctr.41/09.04.2024, AA1/06.09.2024, AA2/04.04.2025, AA3/20.02.2026, AA4/20.03.2026	Loan granting – interest	8,128.08	9-Apr-24	8-Apr-27	N/A	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 monthly interest within 5 days of receipt of the notification. Any repayment or payment made under the Loan Agreement shall be in the Loan Utilization Currency.	NO
Ctr.90/18.12.2023, AA1/25.10.2024, AA2/22.10.2025	Loan granting – interest	3,277.58	18-Dec-23	2-Nov-26	N/A	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 has the right, upon a written request submitted to ELSA 5 (five) Business Days in advance, to prepay any amount. The Borrower has the right, upon written notice submitted to ELSA 5 (five) Business Days in advance, to decline to use the unused portion of the Loan, in whole or in part.	NO
Ctr.50/29.07.2025 AA1/22.10.2025	Loan granting – interest	8,506.81	29-Jul-25	28-Jul-26	N/A	In the event of failure to repay the loan (in whole or in part) by the due date, ELSA reserves the right to charge late payment penalties at a rate of 0.01% for each day of delay, covering the period from the day following the due date of the borrowed amount until the date of repayment.	The Borrower has the right, upon a written request submitted to ELSA 5 (five) Business Days in advance, to prepay any amount. The Borrower has the right, upon written notice submitted to ELSA 5 (five) Business Days in advance, to decline to use the unused portion of the Loan, in whole or in part.	NO
Ctr.56/03.09.2025 AA1/31.10.2025 AA2/20.03.2026	Loan granting – interest	8,692.46	3-Sep-25	31-Aug-26	N/A	In the event of failure to repay the loan (in whole or in part) by the due date, ELSA reserves the right to charge late payment penalties at a rate of 0.01% for each day of delay, covering the period from the day following the due date of the borrowed amount until the date of repayment.		NO

Total executed during reporting period 19 December 2025 – 13 July 2026: RON 281,925.61 th
Due and not due mutual debts of EFSA to ELSA at 12 July 2026: RON 246.61 th
Due and not due mutual debts of ELSA to EFSA at 12 July 2026: RON -6.07 th

Note 1

ELSA shall issue, at the request of Electrica Furnizare SA (EFSA), a Parental Corporate Guarantee (PCG) in the amount of RON 251,700 thousand in favor of Distribuție Energie Electrică România SA (DEER), due as at 28 February 2027.
The PCG issuance fee shall be 0.65% per year of the value of the guarantee issued. The invoice related to the issuance fee shall become due and payable within one business day from the date of its issuance by ELSA. ELSA shall issue the requested PCG only after the full payment of the PCG issuance fee has been made.

The transaction price (PCG issuance fee) and the penalty interest were determined based on a transfer pricing analysis conducted by a financial specialist/external consultant.

In the event of the PCG being called, and given that ELSA will pay the amount of the called letter, EFSA undertakes to reimburse ELSA the called amount within a maximum of 5 business days from the date of the call. The penalty interest shall be invoiced/re-invoiced (as applicable) to EFSA for the period elapsing from the day the letter is called until the moment EFSA pays the called amount.

The penalty interest is determined as follows:
-In the event that the funds used by ELSA to pay the PCG are sourced from loans obtained by ELSA from other sources (e.g., banks, financial institutions), upon enforcement of the PCG and the subsequent payment of the guaranteed amounts by ELSA, the penalty interest charged shall be equal to the penalty interest stipulated in the credit agreement between ELSA and the bank providing the funds. The rate of such interest shall be communicated by ELSA via a notification, and the parties may conclude an addendum to this effect.
-In the event that the funds used by ELSA to pay the PCG are ELSA's own funds, the penalty interest charged shall be ROBOR 1M + 0.75% per annum.
The PCG issuance fee is 0.65% per annum, applicable to the PCG to be issued in favor of DEER.

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Independent Auditor's Limited Assurance Report

To the Board of Directors of Societatea Energetica Electrica S.A. ("the Company")

Report on selected related party transaction information

Limited assurance conclusion

We have performed a limited assurance engagement to report on whether:

1) the information relating to the transaction referring to the issuance of a Parental Guarantee Letter by the Company at the request of its related party Electrica Furnizare S.A. ("the Transaction") proposed to be concluded though Addendum no. 4 to the PCG Contract no. 32/18.04.2022, included in the Company's report on related party transactions dated 14 July 2026 ("the Related party report") (hereinafter "the Information relating to the Transaction") complies with the relevant requirements of Law no. 24/2017 for issuers of financial instruments and market operations, as subsequently amended and supplemented ("Law no. 24/2017"); and

2) whether the Transaction consideration was determined by the Company's management on the basis of:
   - the considerations in the Company's transactions with unrelated third parties, for identical or similar goods or services, or
   - where no such identical or similar transactions took place with unrelated third parties, based on observable market prices for similar goods or services, and/ or
   - on the basis of valuation reports prepared by external experts.

Based on the procedures performed and evidence obtained, nothing has come to our attention to cause us to believe that, in all material respects:

- The Information relating to the Transaction included in the Related party report does not comply with the requirements of art. 108 of Law no. 24/2017; and

- the Transaction consideration was not determined by the Company's management on the basis of:
  - the considerations in the Company's transactions with unrelated third parties, for identical or similar goods or services, or
  - where no such identical or similar transactions took place with unrelated third parties, based on observable market prices for similar goods or services, and/ or
  - on the basis of valuation reports prepared by external experts.

Our conclusion on the Information relating to the Transaction does not extend to any other information within the Related party report that accompanies or contains the Information relating to the Transaction and our report.

Fiscal registration code RO12997279
Trade Registry no. J2000004439400
Share Capital 2,000 RON

Basis for the limited assurance conclusion

We conducted our engagement in accordance with International Standard on Assurance Engagements (ISAE) 3000 (Revised), *Assurance Engagements Other Than Audits or Reviews of Historical Financial Information* issued by the International Auditing and Assurance Standards Board ("IAASB"). Our responsibilities under this standard are further described in the *Our responsibilities* section of our report.

We have complied with the independence and other ethical requirements of the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants (IESBA).

Our firm applies International Standard on Quality Management (ISQM) 1, *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements*, issued by the IAASB. This standard requires the firm to design, implement and operate a system of quality management, including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

The purpose of our report

Our report is intended solely for the purpose of meeting the reporting obligations specified in art. 108(5) of Law no. 24/2017. As such, our report is prepared for the information and use of the Board of Directors of the Company and shall not be used for any other purpose or by any other parties.

Any party other than the Board of Directors of the Company that obtains access to our report or a copy of it and chooses to rely on our report (or part of it) will do so at its own risk. To the fullest extent permitted by law, we accept or assume no responsibility to any party other than the Company, for our work, for this independent limited assurance report, or for the conclusion we have reached. We performed our engagement to be able to report those matters that we must report in an independent limited assurance report, and not for any other purposes. This report refers only to the Information relating to the Transaction as reported in the Company's Related party report and should not extend to the Company's financial statements or other reports of the Company, individually, or taken as a whole.

Our conclusion is not modified in respect of this matter.

Responsibilities of the management of the Company

The Company's management is responsible for the preparation of the Information relating to the Transaction included in the Related party report in accordance with the requirements of Law no. 24/2017 and for the appropriate determination of the terms and conditions of the Transaction. This responsibility includes:

- designing, implementing, and maintaining internal controls relevant to the preparation of the Information relating to the Transaction free from material misstatement whether due to fraud or error, and relevant to the determination of the terms and conditions of the Transaction free from material noncompliance with applicable legislation;

- selecting or developing suitable criteria for preparing the Information relating to the Transaction included in the Related party report, and establishing its terms and conditions based on the analysis performed, and appropriately referring to or describing the criteria used in the Related party report; and

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- ensuring that the supporting evidence underlying the preparation of the Information relating to the Transaction, and underlying the determination of its terms and conditions, as well as the evidence provided to the auditor, are complete, accurate and justified.

Our responsibilities

We are responsible for:

- planning and performing the engagement to obtain limited assurance about whether the Information relating to the Transaction is free from material misstatement, whether due to fraud or error, and whether the terms and conditions of the Transaction have been determined by the Company's management on the basis of:
  - the considerations in the Company's transactions with unrelated third parties, for identical or similar goods or services, or
  - where no such identical or similar transactions took place with unrelated third parties, based on observable market prices for similar goods or services, and/ or
  - on the basis of valuation reports prepared by external experts;

- forming an independent conclusion based on the procedures we have performed and the evidence we have obtained; and

- reporting our conclusion to the Board of Directors.

Summary of the work we performed as the basis for our conclusion

We exercised professional judgment and maintained professional skepticism throughout the engagement. We designed and performed our procedures to obtain evidence about the Information relating to the Transaction, as well as its terms and conditions as determined by the management of the Company, that is sufficient and appropriate to provide a basis for our conclusion. The nature, timing, and extent of the procedures selected depended on our judgment, including an assessment of the risks of material misstatement of the Information relating to the Transaction and of material noncompliance of the basis on which its terms and conditions were determined, whether due to fraud or error. We identified and assessed the risks of material misstatement through understanding the Transaction, the process applied by management to determine its terms and conditions and the engagement circumstances. We also obtained an understanding of the internal control relevant to the Information relating to the Transaction and the determination of its terms and conditions in order to design procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of internal controls. In carrying out our engagement, the procedures we performed primarily consisted of the following:

- inquiring the Company's personnel to obtain an understanding of the Transaction and of the process followed by the management of the Company to determine the terms and conditions of the Transaction, which were determined based on a transfer prices analysis prepared by an external expert;

- performing additional procedures to obtain supporting evidence for the Information relating to the Transaction, such as obtaining the underlying Transaction details, in respect of, among other things, nature of the relationship with the related party and its name, date and subject of the transaction, description of its subject matter, its amount and payment terms;

- obtaining the Company's analysis of the terms and conditions of the Transaction and third party transactions analysed in order to determine the terms and conditions of the Transaction, and inspecting the supporting evidence (e.g. transfer pricing analysis performed by an external expert); and

- evaluating the competence, capabilities and objectivity of the experts/ specialists responsible for performing the transfer pricing analysis.

Our procedures have been performed solely on the Information related to Transaction included in the Related party report and the specific Transaction's terms and conditions. We have not performed any procedures to evaluate the completeness of the transactions that are required to be reported in the Related party report against the requirements of Law no. 24/2017.

The procedures performed to obtain evidence in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement. Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

On behalf of KPMG Audit S.R.L.:

Andreea Vasilescu

KPMG Audit SRL

registered in the public electronic register of financial auditors and audit firms with registration number AF2689

registered in the public electronic register of financial auditors and audit firms with registration number FA9

Bucharest, 14 July 2026

Autoritatea pentru Supravegherea Publică a Activității de Audit Statutar (ASPAAS)
Auditor financiar: **VASILESCU ANDREEA**
Registrul Public Electronic: **AF2689**

Autoritatea pentru Supravegherea Publică a Activității de Audit Statutar (ASPAAS)
Firma de audit: **KPMG AUDIT S.R.L.**
Registrul Public Electronic: **FA9**