

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

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

Report date: **24 November 2025**

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

Headquarters: **9 Grigore Alexandrescu Street, 1st District, Bucharest, Romania**

Phone: **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), London Stock Exchange (LSE) and Luxembourg Stock Exchange (LuxSE)**

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare S.A. (EFSA), subsidiary of Societatea Energetica Electrica S.A. (Electrica), with C.N.T.E.E Transelectrica S.A. (Transelectrica)

Electrica informs its shareholders and investors about the conclusion/execution, in the period 31 July 2025 - 23 November 2025 of some transactions between EFSA, Electrica's subsidiary, and Transelectrica, 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 EFSA with TEL in the period 31 July - 23 November 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
Buyer: EFSA Seller: TEL								
1	Contract 59819/970/ 30Dec2022	Electricity transport and system services	61,555.85	1-Jan-23	Undetermined	28,500.00	In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The date on which the amount appears in the beneficiary's bank account statement is considered the date of payment. The total value of the penalties may not exceed the value of the amount due	Payment is made within a maximum of 10 days from receipt of the invoice
2	Convention No. 275 / 19 Oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	100,691.31	1-Sep-20	Undetermined until its termination by any of the parties	26,082.82	In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
3	Contract 35 / 12Feb2021	Contribution to high efficiency cogeneration	14,403.85	12-Feb-21	18 months from the date of termination of state aid established by Government Decision no. 1215/2009	N/A	In case of non-payment of due invoices, the guilty party has the obligation to pay penalty interest charged for late payment, equal to the level of delay interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until on the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The contributor pays the invoices sent by the administrator of the support scheme within 7 days from their receipt, but not later than the 20th day of each month following the month of the consumption.

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
Buyer: TEL Seller: EFSA								
4	Convention No. 275 / 19Oct2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	44,792.19	1-Sep-20	Undetermined until its termination by any of the parties	N/A	In case of non-payment of invoices on time, TEL pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
5	Convention 301/ 12.04.2022	Re-invoicing utilities	40.36	1-Mar-22	Undetermined until its termination by any of the parties, with 30 days notice period, bankruptcy or dissolution or by AA by agreement of the parties	N/A	If the invoices are not honored within the stipulated period, the supplier is entitled to claim penalties of 0.02% per day of delay, calculated on the value of the unpaid amount. The value of the calculated penalties cannot exceed the amount of the unpaid amount.	The payment term is 15 days from the date of registration of the documents re-invoiced by CN de Transport a Energiei Electrica Transelectrica SA.

Total executed during reporting period 31 July - 23 November 2025: RON 221,483.56 th

Due and not due mutual receivables EFSA from TEL at 22 November 2025: RON 27.03 th

Due and not due mutual debts EFSA to TEL at 22 November 2025: RON 1,302.37 th