



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: 31 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: Auditor report according to art. 108 of Law nr. 24/2017 for the second half of 2023

Hidroelectrica informs the shareholders and investors about the publication of the Independent Limited Assurance Report of the financial auditor (attached to this current report), regarding the transactions reported by Hidroelectrica in the second half of 2023, included in the current reports issued by the company in accordance with the requirements of art. 108 of Law no. 24/2017, with subsequent amendments and completions, and with the provisions of FSA Regulation no. 5/2018.

Karoly BORBELY
Chairman of the Management Board/CEO

Marian FETITA
Management Board Member/CFO



KPMG Audit SRL
Bucharest - Ploiești Road no. 89A
Sector 1, Bucharest
013685, P.O.Box 18 - 191
Tel: +40 372 377 800
Fax: +40 372 377 700
www.kpmg.ro

Independent Limited Assurance Report on the information included in the current Reports issued by Societatea de Producere a Energiei Electrice in Hidrocentrale Hidroelectrica S.A. in accordance with the requirements of Law no. 24/2017, as subsequently amended and supplemented, and the provisions of FSA Regulation no. 5/2018, as subsequently amended and supplemented

(free translation¹)

To the Supervisory Board of
Societatea de Producere a Energiei Electrice in Hidrocentrale Hidroelectrica S.A.

Purpose of the report

We were engaged by Societatea de Producere a Energiei Electrice in Hidrocentrale Hidroelectrica S.A. (the "Company") to report, based on the requirements of Law no. 24/2017 for issuers of financial instruments and market operations, as subsequently amended and supplemented ("Law no. 24/2017") on the information included in the attached Current Reports published by the Company on 1 August 2023, 24 August 2023 and 29 December 2023 and in the Current Report published on 30 January 2024 containing the correction of errors identified in the current reports related to the second semester of 2023. ("Current Reports"), that have been prepared by the Company in accordance with the requirements of Article 108 of Law no. 24/2017 and the provisions of Regulation no. 5/2018 of the Financial Supervisory Authority for issuers of financial instruments and market operations, as subsequently amended and supplemented ("FSA Regulation no. 5/2018"), and reported by the Company to the Financial Supervisory Authority ("FSA") and the Bucharest Stock Exchange ("BVB"), in the form of a limited assurance conclusion whether:

- a) the information included in the attached Current Reports is not consistent, in all material respects, with the requirements the Law no. 24/2017 and FSA Regulation no. 5/2018 regarding the parties which signed the reported legal acts, their date and nature, the description of the goods/ services subject of the reported legal act, the contractual/ estimated total value of the reported legal act, guarantees constituted and penalties stipulated, terms and methods of payment;
- b) the information included in the attached Current Reports has not been accurately extracted, in all material respects, from the related supporting documents (contracts, invoices);

AV

¹ TRANSLATOR'S EXPLANATORY NOTE: The above translation of the independent limited assurance report is provided as a free translation from Romanian which is the official and binding version.



- c) the contracts related to the selected reported transactions were not properly authorised by representatives of the Company and the related transactions were not approved in accordance with the Company's Articles of Incorporation and Board of Directors' Internal Regulation endorsed by the Supervisory Board, or in accordance with the internal procedures, as applicable;
- d) the prices for the reported contracts/transactions have not been established by mutual agreement between the parties in accordance with the contracts between the parties, and are not consistent, in all material respects, either with those applied in the contracts signed with third parties, where similar goods/services are supplied under similar contract terms or, in case there are no comparable transactions/contracts, the prices are not established, in all material respects, based on the internal procedures or other regulations for price determination and that these contracts/transactions were not approved in accordance with the Company's Articles of Incorporation and Board of Directors' Internal Regulation endorsed by the Supervisory Board, or in accordance with the internal procedures, as applicable.

Specific purpose

Our report is intended solely for the purpose specified in the first paragraph of this report and is prepared for the information of the Company, BVB and FSA and shall not be used for any other purpose. Our report must not be considered as appropriate for use by any other party wishing to rely on our work, other than the Company, for any purpose or in any context.

Any party other than 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 conclusions 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 in the Current Reports and should not extend to the Company's financial statements or other reports of the Company, individually, or taken as a whole.

Responsibilities of the Management of the Company

The Company's management is responsible for the preparation of the Current Reports and concluding the transactions reported in accordance with the requirements of Law no. 24/2017 and FSA Regulation no. 5/2018. The Company's management is also responsible for designing, implementing, and maintaining internal controls relevant to the preparation of the Current Reports that are free from material misstatement, whether due to fraud or error. In addition, the Company's management is responsible for ensuring that the supporting documents underlying the preparation of the Current Reports, as well as the evidence provided to the auditor, is complete, accurate, and justified.

Auditor's Responsibilities

We conducted our limited assurance engagement in accordance with the International Assurance Standards, namely ISAE 3000 (revised) "International Standard on Assurance Engagements Other than Audits or Reviews of Historical Financial Information". That standard requires that we plan and perform our procedures to obtain a basis for our limited assurance conclusion.

The firm applies International Standard on Quality Management 1 ("ISQM 1"), which 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 have complied with the independence and other ethical requirements of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards) (IESBA Code), which establishes fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

The procedures selected depend on the auditor's professional judgment and our understanding of the reported transactions included in the Current Reports and of other circumstances of the engagement, as well as our consideration of areas where material misstatements might occur. In obtaining an understanding of the reported transactions included in the Current Reports, we considered the processes applied by the Company to conclude the transactions and prepare and present the Current Reports in accordance with the requirements of Law no. 24/2017 and FSA Regulation no. 5/2018 to determine the relevant assurance procedures under the given circumstances, but not for the purpose of expressing a conclusion on the effectiveness of the Company's internal control related to concluding the reported transactions and preparation and presentation of the Current Reports.

The procedures include, in particular, inquiry of the personnel responsible for financial reporting and risk management, as well as additional procedures aimed at obtaining evidence regarding the information included in the Current Reports.

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.

In respect of the Current Reports, in order to assess the correctness and justification of the transactions reported, we have performed, among others, the following procedures:

1. We have obtained from the Company the accompanying Current Reports for the period covered by the limited assurance engagement and the details of the transactions included in these Current Reports.
2. We verified whether the approving persons of the Current Reports are authorised representatives of the Company and we have requested the list of authorized signatures.
3. For the analysed transactions, selected on a sample basis, we have determined whether the details included in the Current Reports are consistent, in all material respects, with information as per signed contracts/contractual documentation presented to us and whether these documents have been signed by representatives of the Company that are indicated in the authorized signature schedule provided to us. Where applicable, we have compared information included in the Current Reports to the contract or other supporting documents presented by the Company for consistency of details on: the parties which signed the supporting documents; the date when documentation was signed and its nature; the description of the type of goods/services as indicated in the documentation; the contractual or estimated total value of the contracts, and, where applicable, the guarantees constituted and penalties stipulated, payment terms, as well as the related contractual conditions.



4. For the analysed transactions, selected on a sample basis, we have compared information disclosed in the accompanying Current Reports to the supporting information obtained from the Company.
5. For the analysed transactions, selected on a sample basis, to the extent that there is a market price available for the goods or services contracted between the Company and its related parties, we have discussed with the Company's management the basis for the price determination and whether, on a case by case basis, the prices agreed are consistent with those applied in the contracts signed with other (third) parties for similar goods or services and under similar terms, and whether the transactions/related contracts are approved in accordance with the Company's Articles of Incorporation and Board of Directors' Internal Regulation endorsed by the Supervisory Board, or in accordance with the internal procedures, as applicable.
6. To the extent that no market prices are available and there are no comparable transactions/contracts, we analyzed whether the respective transactions have been performed based on the Company's internal procedures or other regulations for price determination and, respectively, whether the related transactions/contracts are approved in accordance with the Company's Articles of Incorporation and Board of Directors' Internal Regulation endorsed by the Supervisory Board, or in accordance with the internal procedures, as applicable.

Our procedures have been performed solely on the selected transactions included in the accompanying Current Reports published in the period 1 July 2023 – 31 December 2023 and those included in the Current Report published on 30 January 2024 containing the correction of errors identified in the current reports related to the second semester of 2023. We have not performed procedures to verify whether the Current Reports include all transactions that the Company has to report according to Law no. 24/2017 for this period.

Criteria

The following are the specific criteria that are relevant to this engagement:

- 1) the requirements of Law no. 24/2017 and FSA Regulation no. 5/2018 on the information included in the Current Reports regarding the parties which signed the reported legal acts, the date and their nature, the description of the goods/ services, object of the reported legal act, the contractual/ estimated total value of the reported legal act, guarantees constituted, terms and methods of payment;
- 2) accurate extraction of the information included in the Current Reports from the related supporting documents (contracts, invoices);
- 3) Company's internal procedures for authorisation by representatives of the Company of the reported transactions;
- 4) mutual agreements between the parties for establishing the prices for the reported contracts/transactions and consistency with those applied in the contracts signed with third parties, where similar goods/services are supplied under similar contract terms; or, in case there are no comparable transactions/contracts, the internal procedures or other regulations for price determination and internal procedures for approval of these contracts/transactions, as applicable.

Conclusion

Our conclusion has been formed on the basis of, and is subject to, the matters outlined in this limited assurance report.

Based on the procedures performed as described above and evidence obtained, nothing has come to our attention that causes us to believe that:

- a) the information included in the attached Current Reports is not consistent, in all material respects, with the requirements of Law no. 24/2017 and FSA Regulation no. 5/2018 regarding the parties which signed the reported legal acts, the date and their nature, the description of the goods/ services subject of the reported legal act, the contractual/ estimated total value of the reported legal act, guarantees constituted and penalties stipulated, terms and methods of payment;
- b) the information included in the attached Current Reports has not been accurately extracted, in all material respects, from the related supporting documents (contracts, invoices or other supporting documentation) provided by the Company;
- c) the contracts related to the selected reported transactions were not properly authorised by representatives of the Company and the related transactions were not approved in accordance with the Company's Articles of Incorporation and Board of Directors' Internal Regulation, endorsed by the Supervisory Board, or in accordance with the internal procedures, as applicable;
- d) the prices for the reported contracts/transactions have not been established by mutual agreement between the parties in accordance with the agreements between them and are not consistent, in all material respects, with those applied in the contracts signed with third parties, where similar goods/services are supplied under similar contract terms or, in case there are no comparable transactions/contracts, the prices are not established, in all material respects, based on the internal procedures or other regulations for price determination and that these contracts/transactions were not approved in accordance with the Company's Articles of Incorporation and Board of Directors' Internal Regulation endorsed by the Supervisory Board, or in accordance with the internal procedures, as applicable.

Refer to the original signed Romanian version

For and on behalf of KPMG Audit S.R.L.:



Andreea Vasilescu

registered in the electronic public register of
financial auditors and audit firms under no.
AF2689

Bucharest, Romania

30 January 2024

KPMG Audit S.R.L.

registered in the electronic public register of
financial auditors and audit firms under no. FA9

Appendixes

Current Reports dated 1 August 2023, 24 August 2023, 29 December 2023 and the Current Report published on 30 January 2024 containing the errors identified in reports related to the second semester of 2023.



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



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

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: 1,652,458.10 (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: 354,244.51 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		



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

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					



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

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.



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

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	



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

						<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>	
--	--	--	--	--	--	--	---	--



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

							<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>Art. 19. (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>	



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

							<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>	



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

							<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>Art. 19. (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>	
--	--	--	--	--	--	--	--	--



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

							<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>	



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

							<p>Art. 19. (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>	
--	--	--	--	--	--	--	---	--



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

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>Art. 19. (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>	
---	-------------------------------------	--	----------	------------	-----	---	--



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

							<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>	



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

							<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>Art. 19. (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>	
--	--	--	--	--	--	--	--	--



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

							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>	



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

	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



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

		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.	



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

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.



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

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: (1 July 2023 – 30 November 2023)	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



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

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: (1 July 2023 – 30 November 2023)	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: (July 1. 2023 – November 30. 2023)			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:					



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

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.



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

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.



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

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

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

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%



HIDROELECTRICA

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

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%



HIDROELECTRICA

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

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%



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: 29 December 2023

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:

Transactions falling under the categories specified in Art. 108 of Law no. 24/2017, concluded between Hidroelectrica and the Romanian Electricity and Natural Gas Market Operator (OPCOM)

Hidroelectrica informs the shareholders and investors about the conclusion, on 27 December 2023, of a transaction between Hidroelectrica and OPCOM, whose cumulated value with the rest of transactions concluded/executed in the period 29 July 2023 – 27 December 2023, exceeds the threshold of 5% of Hidroelectrica's net assets, according to the separate financial statements for the First Half of 2023, respectively exceeds the value of RON 1,058,601,556.

Details regarding the transaction concluded on 27 December 2023, together with all the transactions already concluded between 29 July 2023 – 27 December 2023, including information about the date of execution, the scope of the transaction, the value of the transaction, mutual debts and receivables, guarantees, payment due dates and methods, are presented in Annex 1.

Karoly BORBELY

Chairman of the Management Board/CEO

Marian FETITA

Member of the Management Board/CFO



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

Annex 1 - Transactions falling under the categories specified in Art. 108 of Law no. 24/2017

Parties of the transactions: Hidroelectrica and 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
1	Agreement no. 3249/22.12.2023	Sell of electricity between: 01.01.2024-31.12.2024	1,169,574.71	27 Dec 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	-	The agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), in accordance with Government Emergency Ordinance No. 153/2022, between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania.
2	Addendum 11 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	91,597.91	27 Nov 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	-	AA No. 11 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 23 Nov 2023, an additional quantity of electricity has been allocated for the delivery month of December 2023.
3	Addendum 10 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	59,143.95	26 Oct 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days	-	AA No. 10 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as



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

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
						of the calendar month following the delivery month.		well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 25 Oct 2023, an additional quantity of electricity has been allocated for the delivery month of November 2023.
4	Addendum 9 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	55,584.09	26 Sep 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	-	AA No. 9 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 25 Sep 2023, an additional quantity of electricity has been allocated for the delivery month of October 2023.
5	Addendum 8 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	59,523.93	29 Aug 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	-	AA No. 4 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 25 Aug 2023, an additional quantity of electricity has been allocated for the delivery month of September 2023.



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

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 No. 28441/ 22.06.2021	Sell of electricity - DAM	373,609.11	22 Jun 2021	-	Hidroelectrica issues the invoices with the last day of the delivery month as the billing date and sends them via email to OPCOM within the first 3 business days of the month following the delivery month.	-	-
7	IM Convention No. 28135/ 18.06.2021	Sell of electricity - IM	296.76	18 Jun 2021	-	Hidroelectrica issues the invoices with the last day of the delivery month as the billing date and sends them via email to OPCOM within the first 3 business days of the month following the delivery month.	-	-
8	DAM Convention No. 28441/ 22.06.2021	Purchase of electricity - DAM	67.16	22 Jun 2021	RON 100,000 th.	OPCOM S.A., as the OPEE (Operator of the Centralized Electricity Market), issues the invoices with the last day of the delivery month as the billing date and sends them electronically signed via email to the Participants of DAM within the first 3 banking days of the	-	-



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

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
						month following the delivery month.		
		Administration tariff – DAM	23.04			The invoices related to the administration tariff and trading tariff on DAM and/or IM are payable within 5 business days from the date of receipt of the invoice.	-	-
		Trading tariff - DAM	203.57					
9	IM Convention No. 28135/ 18.06.2021	Administration tariff – IM	23.04	18 Jun 2021	RON 1,000 th.	The invoices related to the administration tariff and trading tariff on DAM and/or IM are payable within 5 business days from the date of receipt of the invoice.	-	-
10	CEPM Convention No. 53262/ 14.12.2022	Administration tariff - CEPM	19.20	14 Dec 2022	-	The invoices related to the administration tariff and allocation tariff on CEPM are payable within 5 business days from the date of receipt of the invoice	-	-
		Allocation tariff - CEPM	403.00					



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

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
11	PC-OTC Convention No. 14196/ 13.03.2014	Administration tariff - PCCB, PCCB-NC, OTC, PMC	27.60	13 Mar 2014	-	The invoices related to the administration tariff and trading tariff on PC-OTC are payable within 5 business days from the date of receipt of the invoice.	-	-
		Trading tariff - PC-OTC	7.45					
12	REMIT Agreement on Reporting and Accessing Data No. 57159/ 30.12.2022	Administration services RRM OPCOM	1.00	1-Jan-23	-	The monthly invoice containing OPCOM tariffs will be issued and transmitted electronically (via email) by OPCOM within the first 10 business days of the month following the month in which the Services were provided. The Beneficiary of the Services is required to pay the full invoice amount through a bank transfer, with a payment order, within a maximum of 5 business days from the date of receipt of the invoice.	The percentage share 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 the Implementing Regulation (EU) No. 1348/2014 of the Commission on data reporting, for the implementation of Article 8, paragraphs (2) and (6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency ("REMIT Implementing Regulation") state that market participants must regularly report to the Agency for the Cooperation of Energy Regulators (ACER) the details of wholesale energy contracts concerning both the supply of electricity and natural gas, as well as the transportation of these products.
		Reporting Services to ACER for Contracts established on the Organized Market OPCOM	2.00					The provisions of the Implementing Regulation (EU) No. 1348/2014 of the Commission on data reporting, for the implementation of Article 8, paragraphs (2) and (6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency ("REMIT Implementing Regulation") state that market participants must regularly report to the Agency for the Cooperation of Energy Regulators (ACER) the details of wholesale energy
		Reporting Services to ACER for Contracts established outside the organized market OPCOM (reporting services for standard and/or non-standardized energy supply contracts established outside the	1.25					



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

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
		markets managed by OPCOM, including bilateral contracts and/or transactions established on other organized markets)						contracts concerning both the supply of electricity and natural gas, as well as the transportation of these products.

Total executed transactions with OPCOM between 29 July 2023 – 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.



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: 24 August 2023

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:

Transactions falling under the categories specified in Art. 108 of Law No. 24/2017, concluded between Hidroelectrica and C.N.T.E.E. TRANSELECTRICA (Transelectrica)

Hidroelectrica informs the shareholders and investors about the conclusion, on 23 August 2023, of several transactions between Hidroelectrica and Transelectrica, whose values, cumulated with the rest of transactions concluded/executed in the period 1 August 2022 – 23 August 2023, exceed the threshold of 5% of Hidroelectrica's net assets, according to the individual financial statements for the First Half of 2023, respectively exceeds the value of RON 1,058,601,556.

Details regarding the transactions concluded on 23 August 2023, together with all the transactions already concluded between 1 August 2022 – 23 August 2023, including information about the date of execution, the scope of the transaction, the value of the transaction, mutual debts and receivables, guarantees, payment due dates and methods, are presented in Annex 1.

Bogdan-Nicolae BADEA
Chairman of the Management Board

Razvan Ionut PATALIU
Member of the Management Board



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

Annex 1 - Transactions falling under the categories specified in Art. 108 of Law No. 24/2017

Parties of the transactions: Hidroelectrica and Transelectrica

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	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	9 Nov 2020	-	Invoices shall be issued starting with the first working day following the day of posting by the balancing market settlement operator (BMSO) 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.	-
		Collection rights for negative imbalances produced in the contract month, calculated at imbalance prices - negative	8,195.32				
		Redistribution of additional balancing revenue	52,879.86				
2	Contract No. 985/12.04.2022	Sale of electricity during the delivery period August 2022 - July 2023	5,232.88	12 Apr 2022	-	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	-
3	Contract No. 2857/29.11.2021	Sale of electricity during the delivery period August 2022 - July 2023	8,220.26	29 Nov 2021	-	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	-
4	Contract No. 2860/29.11.2021	Sale of electricity during the delivery period August 2022 - July 2023	8,176.26	29 Nov 2021	-	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	-



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

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	Comments
5	Contract No. 2862/29.11.2021	Sale of electricity during the delivery period August 2022 - July 2023	8,132.26	29 Nov 2021	-	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	-
6	Contract No. 2938/08.12.2021	Sale of electricity during the delivery period August 2022 - July 2023	7,760.72	8 Dec 2021	-	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	-
7	Contract No. 2939/08.12.2021	Sale of electricity during the delivery period August 2022 - July 2023	7,719.10	8 Dec 2021	-	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	-
8	Convention on assuming responsibility for balancing No. 324/05.11.2020	Payment obligations for negative imbalances produced in the contract month, calculated at imbalance prices - positive	111,766.42	1 Sept 2020	50.00	Balancing responsible party (BRP) 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.	-
		Payment obligations for positive imbalances occurring in the contract month, calculated at imbalance prices - negative	89,460.39				
9	Sale/purchase contract for ancillary services between system service provider and transmission system operator No. 146704/23.12.2021	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 "Procurement by tender of ancillary services" (secondary control reserves, rapid tertiary control reserves at increase/power reduction, slow control reserves at increase/power reduction, reactive energy for voltage control in PTG (Power Transmission Grid))	320,848.09	23 Dec 2021	The parties warrant to each other that this contract represents a valid, legal, enforceable obligation under the terms of this contract.	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 of the invoice. Payment by bank transfer.	-



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

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	Comments
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 BMP (Balancing Market Participant) for energy 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.	1,072,780.42	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				Provision of services, for values of balancing energy quantities delivered at reduced power, negative prices
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 BMP (Balancing Market Participant) for energy 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	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.	Balancing power acquisition at power reduction
			1,400.15				
12	Contract No. 456/20.12.2013	Transport Services	85,667.42	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 is legally in arrears.	-
13	Contract No. 227/2023	Transport Services	136,940.58	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 is legally in arrears.	-



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

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	Comments
14	Contract No. 221/2011	High-efficiency cogeneration	31,233.70	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.	-

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 of 23 August 2023: RON 100,664.59 th.

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



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: 1 August 2023

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:

Transactions falling under the categories specified in Art. 108 of Law no. 24/2017, concluded between Hidroelectrica and the Romanian Electricity and Natural Gas Market Operator (OPCOM)

Hidroelectrica informs the shareholders and investors about the conclusion, on 28 July 2023, of a transaction between Hidroelectrica and OPCOM, whose cumulated value with the rest of transactions concluded/executed in the period 1 August 2022 – 28 July 2023, exceeds the threshold of 5% of Hidroelectrica's net assets, according to the individual financial statements for 2022, respectively exceeds the value of RON 1,081,315,662.

Details regarding the transaction concluded on 28 July, together with all the transactions already concluded between 1 August 2022 - 28 July 2023, including information about the date of execution, the scope of the transaction, the value of the transaction, mutual debts and receivables, guarantees, payment due dates and methods, are presented in Annex 1.

Bogdan-Nicolae BADEA
Chairman of the Management Board

Razvan Ionut PATALIU
Member of the Management Board



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

Annex 1 - Transactions falling under the categories specified in Art. 108 of Law no. 24/2017

Parties of the transactions: Hidroelectrica and 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	Comments
1	Addendum 7 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	65,634.17	28 iul 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	AA No. 7 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 25 July 2023, an additional quantity of electricity has been allocated for the delivery month of August 2023.
2	Addendum 6 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	124,677.68	29 iun 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	AA No. 6 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 26 June 2023, an additional quantity of electricity has been allocated for the delivery month of July 2023.



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

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	Comments
3	Addendum 5 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	282,126.69	26 mai 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	AA No. 5 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 25 May 2023, an additional quantity of electricity has been allocated for the delivery month of June 2023.
4	Addendum 4 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	301,887.27	25 apr 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	AA No. 4 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 24 April 2023, an additional quantity of electricity has been allocated for the delivery month of May 2023.



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

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	Comments
5	Addendum 3 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	366,096.51	30 mar 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	AA No. 3 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 27 March 2023, an additional quantity of electricity has been allocated for the delivery month of April 2023.
6	Addendum 2 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	109,600.20	24 feb 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	AA No. 2 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 22 February 2023, an additional quantity of electricity has been allocated for the delivery month of March 2023.



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

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	Comments
7	Addendum 1 to the Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	84,150.00	27 ian 2023	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	AA No. 1 to the Agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), imposed by Government Emergency Ordinance No. 153/2022 between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania, as well as the calendar for organizing the monthly procedures of centralized electricity purchase in 2023, organized based on the Monthly CEPM, on 23 January 2023, an additional quantity of electricity has been allocated for the delivery month of February.
8	Agreement No. 3468 /27.12.2022	Sell of electricity between 01.01.2023-31.12.2023	934,904.61	27 dec 2022	-	The Seller's payment rights for the quantities of electricity sold are paid by the Buyer through bank transfer within the first 15 days of the calendar month following the delivery month.	The agreement concluded through the Centralized Electricity Purchasing Mechanism (CEPM), in accordance with Government Emergency Ordinance No. 153/2022, between S.P.E.E.H. Hidroelectrica S.A. and the Operator of the Electricity and Natural Gas Market in Romania.
9	DAM Convention No. 28441/ 22.06.2021	Sell of electricity - DAM	1,780,018.76	22 iun 2021	-	Hidroelectrica issues the invoices with the last day of the delivery month as the billing date and sends them via email to OPCOM within the first 3 business days of the month following the delivery month.	



HIDROELECTRICA

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

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	Comments
10	IM Convention No. 28135/18.06.2021	Sell of electricity - IM	3,923.13	18 iun 2021	-	Hidroelectrica issues the invoices with the last day of the delivery month as the billing date and sends them via email to OPCOM within the first 3 business days of the month following the delivery month.	
11	DAM Convention No. 28441/22.06.2021	Purchase of electricity - DAM	354,264.37	22 iun 2021	100.000 mii RON -	OPCOM S.A., as the OPEE (Operator of the Centralized Electricity Market), issues the invoices with the last day of the delivery month as the billing date and sends them electronically signed via email to the Participants of DAM within the first 3 banking days of the month following the delivery month.	
		Administration tariff – DAM	15.09			The invoices related to the administration tariff and trading tariff on DAM and/or IM are payable within 5 business days from the date of receipt of the invoice.	
		Trading tariff - DAM	1,216.86				
12	IM Convention No. 28135/18.06.2021	Purchase of electricity - IM	4.32	18 iun 2021	1.000 mii RON	OPCOM S.A., as the OPEE (Operator of the Centralized Electricity Market), issues the invoices with the last day of the delivery month as the billing date and sends them electronically signed via email to the Participants of IM within the first 3 banking days of the month following the delivery month.	
		Administration tariff – IM	15.09			The invoices related to the administration tariff and trading tariff on DAM and/or IM are payable within 5 business days from the date of receipt of the invoice.	
		Trading tariff - IM	3.34				



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

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	Comments
13	CEPM Convention No. 53262/ 14.12.2022	Administration tariff - CEPM	24.00	14 dec 2022	-	The invoices related to the administration tariff and allocation tariff on CEPM are payable within 5 business days from the date of receipt of the invoice	
		Allocation tariff - CEPM	1,056.23				
14	PC-OTC Convention No. 14196/ 13.03.2014	Administration tariff - PCCB, PCCB-NC, OTC, PMC	27.60	13 mar 2014	-	The invoices related to the administration tariff and trading tariff on PC-OTC are payable within 5 business days from the date of receipt of the invoice.	
		Trading tariff - PC-OTC	14.83				
15	REMIT Agreement on Reporting and Accessing Data No. 57159/ 30.12.2022	Administration services RRM OPCOM	1.2	1-Jan-23	-	The monthly invoice containing OPCOM tariffs will be issued and transmitted electronically (via email) by OPCOM within the first 10 business days of the month following the month in which the Services were provided. The Beneficiary of the Services is required to pay the full invoice amount through a bank transfer, with a payment order, within a maximum of 5 business days from the date of receipt of the invoice.	The provisions of the Implementing Regulation (EU) No. 1348/2014 of the Commission on data reporting, for the implementation of Article 8, paragraphs (2) and (6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency ("REMIT Implementing Regulation") state that market participants must regularly report to the Agency for the Cooperation of Energy Regulators (ACER) the details of wholesale energy contracts concerning both the supply of electricity and natural gas, as well as the transportation of these products.
		Reporting Services to ACER for Contracts established on the Organized Market OPCOM	3				



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

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	Comments
15	REMIT Agreement on Reporting and Accessing Data No. 57159/30.12.2022	Reporting Services to ACER for Contracts established outside the organized market OPCOM (reporting services for standard and/or non-standardized energy supply contracts established outside the markets managed by OPCOM, including bilateral contracts and/or transactions established on other organized markets)	2	1-Jan-23	-	The monthly invoice containing OPCOM tariffs will be issued and transmitted electronically (via email) by OPCOM within the first 10 business days of the month following the month in which the Services were provided. The Beneficiary of the Services is required to pay the full invoice amount through a bank transfer, with a payment order, within a maximum of 5 business days from the date of receipt of the invoice.	The provisions of the Implementing Regulation (EU) No. 1348/2014 of the Commission on data reporting, for the implementation of Article 8, paragraphs (2) and (6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency ("REMIT Implementing Regulation") state that market participants must regularly report to the Agency for the Cooperation of Energy Regulators (ACER) the details of wholesale energy contracts concerning both the supply of electricity and natural gas, as well as the transportation of these products.
		Reinvoicing REMIT ACER tax	16.89				

Total executed transactions with OPCOM 1 August 2023 - 28 July 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.