Societatea Energetică Electrica S.A.

(a joint stock company (societate pe acțiuni) incorporated under the laws of Romania, with its registered office at Grigore Alexandrescu street no. 9, District 1, Bucharest 010621, Romania, registered with the Bucharest Trade Registry under No. J2000007425408 with sole registration code 13267221)

€1,000,000,000
Euro Medium Term Note Programme

Any notes ("**Notes**") issued pursuant to this base prospectus (the "**Base Prospectus**") under the Euro Medium Term Note Programme (the "**Programme**") on or after the date of this Base Prospectus are issued subject to the provisions described herein. Under the Programme, Societatea Energetică Electrica S.A. (the "**Issuer**", "**Electrica**" or the "**Company**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Notes. The aggregate principal amount of Notes outstanding under the Programme will not at any time exceed €1,000,000,000 (or the equivalent in other currencies), subject to increase as provided herein.

This Base Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") as competent authority under Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") and the Luxembourg Act relating to prospectuses for securities dated 16 July 2019, as amended (the "**Luxembourg Prospectus Law**") for the purpose of giving information with regard to the issuance of Notes under the Programme described in this Base Prospectus during the 12-month period following the date of approval of this Base Prospectus. This Base Prospectus comprises a base prospectus for the purpose of Article 8(1) of the Prospectus Regulation. Application has been made to list Notes issued under the Programme on the official list (the "**Official List**") of the Luxembourg Stock Exchange and to admit Notes to trading on the regulated market of the Luxembourg Stock Exchange. Application may also be made to the Bucharest Stock Exchange for such Notes intended to be admitted to trading on the regulated market and may be made on any other stock exchange. These regulated markets (each, a "**Regulated Market**") are regulated markets for the purposes of Directive 2014/65/EU, as amended ("**MiFID II**"). References in this Base Prospectus to the Notes being "**listed**" (and all related references) shall, unless the context otherwise requires, mean that such Notes have been admitted to the Official List and/or admitted to trading on the regulated market of the Luxembourg Stock Exchange or another Regulated Market.

The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation; such approval should not be considered as (a) an endorsement of the Issuer; or (b) an endorsement of the quality of any Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. The CSSF assumes no responsibility and gives no undertaking for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in line with the provisions of Article 6(4) of the Luxembourg Prospectus Law.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid through 29 October 2027 in relation to Notes which are to be admitted to trading on a Regulated Market in the European Economic Area (the "**EEA**") and/or offered to the public in the EEA pursuant to an exemption under Article 1(4) and/or 3(2) of the Prospectus Regulation. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or any U.S. state securities laws, and may not be offered, sold or delivered within the United States (as defined in Regulation S ("**Regulation S**") under the Securities Act), except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or other jurisdiction of the United States.

The Issuer has been assigned a BBB- Long-Term Issuer Default Rating with a stable outlook and a BBB- senior unsecured rating by Fitch Ratings Ireland Limited ("**Fitch**"). Fitch is established in the European Union ("**EU**") and registered under Regulation (EC) No 1060/2009 (as amended) (the "**CRA Regulation**"). As such, Fitch is included in the list of credit rating agencies published by the

European Securities and Markets Authority on its website (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation) in accordance with the CRA Regulation. The rating Fitch has given to each of the Issuer's Long-Term Issuer Default Rating and senior unsecured rating is endorsed by Fitch Ratings Limited, which is established in the United Kingdom (the "**UK**") and registered under the CRA Regulation as it forms part of UK domestic law (the "**UK CRA Regulation**"). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction, revision or withdrawal at any time by the assigning rating agency.

Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Issuer's long-term credit. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU or the UK and registered under the CRA Regulation or the UK CRA Regulation will be disclosed in the relevant Final Terms.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are discussed under "*Risk Factors*" herein.

Arrangers and Dealers

BCR	**BNP PARIBAS**	**Citigroup**
ING	**J.P. Morgan**	**UniCredit**

Dealers

BofA Securities	**BT Capital Partners**	**Société Générale Corporate & Investment Banking**

The date of this Base Prospectus is 29 October 2026.

IMPORTANT NOTICES

Final Terms/Drawdown Prospectus

Each Tranche (as defined under "*General Description of the Programme*" below) of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") as completed by a document specific to such Tranche called the final terms (the "Final Terms") which will be delivered to the CSSF and, where the Notes are listed, the Regulated Market or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") as described under "*Final Terms and Drawdown Prospectuses*" below.

Responsibility for this Base Prospectus

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus (or the relevant Final Terms, as the case may be) is in accordance with the facts and this Base Prospectus (or the relevant Final Terms, as the case may be) omits nothing likely to affect the import of such information.

Third-party Information

If and to the extent that information contained in this Base Prospectus and the Final Terms for each Tranche of the Notes issued under the Programme has been sourced from a third party, the Issuer confirms that to the best of its knowledge this information has been accurately reproduced and that, so far as the Issuer is aware and able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Notes

Notes may be issued under the Programme only if they have a denomination of at least €100,000 (or its equivalent in any other currency at the relevant issue date).

Each Tranche of Notes in registered form ("**Registered Notes**") will be represented by either: (a) individual note certificates in registered form ("**Individual Certificates**"); or (b) one or more global note certificates ("**Global Certificates**").

Each Note represented by a Global Certificate will either be: (a) in the case of a Global Certificate which is not to be held under the new safekeeping structure ("**NSS**"), registered in the name of a common depositary (or its nominee) for Euroclear Bank SA/NV ("**Euroclear**"), Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and the relevant Global Certificate will be deposited on or about the issue date with the common depositary and/or the sub-custodian; or (b) in the case of a Global Certificate to be held under the NSS, registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Global Certificate will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Each Tranche of Notes in bearer form ("**Bearer Notes**") will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") which is not intended to be issued in new global note ("**NGN**") form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of Notes with a depositary or a

common depositary for Euroclear and/or Clearstream, Luxembourg and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the applicable Final Terms (as defined below) will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmark Regulation. Not every reference rate will fall within the scope of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms (or, if located outside the EU, recognition, endorsement or equivalence). The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

Amounts payable under Floating Rate Notes may be calculated by reference to EURIBOR, €STR or SOFR (each as defined in the Conditions), as specified in the applicable Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) is included in the register of administrators maintained by ESMA under Article 36 of the Benchmark Regulation. As at the date of this Base Prospectus, the European Central Bank (as administrator of €STR) and the Federal Reserve Bank of New York (as administrator of SOFR) are not included in the register of administrators maintained by ESMA under Article 36 of the Benchmark Regulation. As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that the European Central Bank (as administrator of €STR) and the Federal Reserve Bank of New York (as administrator of SOFR) are not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence).

Notification

An application may be made for such Notes to be admitted to trading on the regulated market of the Bucharest Stock Exchange and the Issuer has requested the CSSF to provide the national competent authority of Romania, the Romanian Financial Supervisory Authority ("**Romanian FSA**") with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation (the "**Notification**").

Other relevant information

This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes, must be read and construed together with the relevant Final Terms. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, a reference to any law or regulation, or any provision thereof, is a reference to such law or regulation or provision as extended, amended or restated.

Save for the Issuer, no other party has separately verified all the information contained in this Base Prospectus. None of the Arrangers, the Dealers, the Calculation Agent or any of the Agents accepts any responsibility for

the contents of this Base Prospectus (or any Final Terms), or any responsibility for the acts or omissions of the Issuer or any other person (other than the relevant Arranger, Dealer, Calculation Agent or Agent) in connection with the issue and offering of Notes or for any other statement, made or purported to be made by the Arrangers or the Dealers or the Calculation Agent or Agents or on its or their behalf in connection with the Issuer or the issue and offering of any Notes. Each of the Arrangers, the Dealers, the Calculation Agent and the Agents accordingly disclaims all and any liability whether arising in tort, contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus, any Final Terms or any such statement. The statements made in this paragraph are without prejudice to the responsibilities of the Issuer under or in connection with this Base Prospectus, any Final Terms and the Notes.

In the ordinary course of business, the Arrangers and the Dealers may have engaged and may in the future engage in banking or investment banking transactions with the Issuer and its affiliates or any of them.

References in this Base Prospectus to a "**Holder**" or "**Noteholder**" are to the holder of a Bearer Note or the person in whose name a Registered Note is registered, as the case may be.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus (and the relevant Final Terms, where applicable) or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer, the Arrangers, the Dealers or any Agent.

Neither this Base Prospectus nor any other information supplied in connection with the offering of any Notes is intended to constitute, and should not be considered as, a recommendation by any of the Issuer and the Issuer's subsidiaries (the "**Subsidiaries**") taken as a whole (collectively, the "**Group**"), the Arrangers, the Dealers, the Calculation Agent or the Agents that any recipient of this Base Prospectus, any Final Terms or any other information supplied in connection with the Programme or the offering of Notes should purchase any Notes. None of the Arrangers or the Dealers or any of their respective affiliates or any Agent has authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus.

Neither the delivery of this Base Prospectus nor any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true at any time subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer or the Group since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme or the offering of any Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Arrangers, the Dealers, the Calculation Agent and Agents expressly do not undertake to review the financial condition or affairs of the Issuer or the Group during the life of the Programme nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arrangers, the Dealers, the Calculation Agent or the Agents. Investors should review, *inter alia*, the most recent published financial statements of the Group when evaluating the Notes.

Suitability of investment

The Notes are complex financial instruments and may not be a suitable investment for all investors. Such instruments may be purchased by investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(I) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement to the prospectus or any applicable Drawdown Prospectus;

(II) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;

(III) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where the currency for principal or interest payments is different from the currency in which the potential investor's financial activities are principally denominated;

(IV) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets;

(V) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and

(VI) understand the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the relevant Notes.

The Notes may provide greater liquidity than a bank deposit since bank deposits are generally not transferable. Conversely, unlike certain bank deposits (i) holders of the Notes have no ability to require repayment of their investment other than in very limited circumstances and (ii) Holders of the Notes will not have the benefit of any insurance or deposit guarantee of any government agency.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) Notes are legal investments for it; (ii) Notes can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors. There are risks inherent in the holding of the Notes, including the risks in relation to their ranking and the circumstances in which Noteholders may suffer loss as a result of holding the Notes. See also the risks described in the section entitled "***Risk Factors***".

Restrictions on distribution

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction and/or to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. The Issuer, the Arrangers and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arrangers or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required.

Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, the Arrangers and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*".

Notes with a maturity of less than 12 months that qualify as securities and money market instruments in accordance with Article 17(1) of the Luxembourg Prospectus Law may not be offered or sold to the public within the territory of the Grand Duchy of Luxembourg ("**Luxembourg**") unless: (i) a simplified prospectus (*prospectus allégé*) has been duly approved by the CSSF pursuant to part III of the Luxembourg Prospectus Law; or (ii) the offer benefits from an exemption to or constitutes a transaction not subject to, the requirement to publish a simplified prospectus under part III of the Luxembourg Prospectus Law and any additional requirements under part III of the Luxembourg Prospectus Law are complied with.

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes in bearer form are subject to U.S. tax law requirements. The Notes may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or other jurisdiction of the United States.

NEITHER THE PROGRAMME NOR THE NOTES HAVE BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OF NOTES OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes include a legend entitled "*Prohibition of Sales to EEA Retail Investors*", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a "**retail investor**" means a person who is one (or more) of:

(a) a retail client as defined in point (11) of Article 4(1) of MiFID II;

(b) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(c) not a qualified investor as defined in the Prospectus Regulation.

Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – If the Final Terms in respect of any Notes include a legend entitled "*Prohibition of Sales to UK Retail Investors*", the Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a "**retail investor**" means a person who is either one (or both) of the following:

(a) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") ("**UK MiFIR**"); or

(b) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 (the "**POATRs**").

Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

MiFID II PRODUCT GOVERNANCE/TARGET MARKET – The Final Terms in respect of any Notes will include a legend entitled "*MiFID II Product Governance/Target Market*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance Rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled "*UK MiFIR Product Governance/Target Market*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

NOTICE TO INVESTORS IN CANADA - The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45 106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to

any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal adviser.

Investors to make own investigations

Neither this Base Prospectus nor any Final Terms nor any of the documents incorporated by reference constitute an offer or an invitation to subscribe for or purchase any Notes and are not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arrangers or the Dealers that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Programme limit

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed €1,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into euro at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Programme Agreement as defined under "*Subscription and Sale*")). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Programme Agreement.

Currency definitions

Unless otherwise indicated, all references in this Base Prospectus to "**Euro**", "**euro**", "**EUR**" or "**€**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended; all references to "**dollars**", "**$**", "**U.S.$**" or "**USD**" are to the lawful currency of the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia (the "**United States**" or "**U.S.**"); all references to "**leu**", "**Romanian Leu**" and "**RON**" are to the lawful currency of Romania.

The Issuer prepares its financial statements in Romanian Leu and, unless otherwise indicated, the financial information contained in this Base Prospectus has been expressed in Romanian Leu.

Exchange Rates

Unless otherwise indicated, the currency exchange rates set out below are used throughout this Base Prospectus for any conversions between the relevant currencies as at the relevant dates[1]:

As at 30 June 2026:

- the exchange rate for RON to EUR was RON 5.2438 to EUR 1;
- the exchange rate for RON to USD was RON 4.6010 to USD 1; and
- the exchange rate for USD to EUR was USD 1.1394 to EUR 1.

[1] RON/EUR and RON/USD exchange rates: National Bank of Romania (NBR) interactive database: https://www.bnro.ro/Interactive-database-1107.aspx. USD/EUR exchange rates: European Central Bank (ECB) euro foreign exchange reference rates: https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html.

As at 31 December 2025:

- the exchange rate for RON to EUR was RON 5.0985 to EUR 1;
- the exchange rate for RON to USD was RON 4.3417 to USD 1; and
- the exchange rate for USD to EUR was USD 1.1750 to EUR 1.

As at 30 June 2025:

- the exchange rate for RON to EUR was RON 5.0777 to EUR 1;
- the exchange rate for RON to USD was RON 4.3329 to USD 1; and
- the exchange rate for USD to EUR was USD 1.1719 to EUR 1.

As at 31 December 2024:

- the exchange rate for RON to EUR was RON 4.9741 to EUR 1;
- the exchange rate for RON to USD was RON 4.7768 to USD 1; and
- the exchange rate for USD to EUR was USD 1.0413 to EUR 1.

Notes issued as Green Notes

None of the Arrangers or Dealers accepts any responsibility for any social, environmental and sustainability assessment of Notes issued as Green Notes (as defined in "*Use of Proceeds*" below) or makes any representation or warranty or assurance whether the Green Notes will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including in relation to, but not limited to, Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy Regulation**") and any related technical screening criteria under Regulation (EU) 2023/2631 (the "**EU Green Bond Regulation**"), Regulation (EU) 2019/2088 on sustainability related disclosures in the financial services sector ("**SFDR**") and any implementing legislation and guidelines, or similar legislation in the UK or any market standards or guidance, including green, sustainable or social bond principles or other similar principles or guidance published by the International Capital Market Association (the "**ICMA Principles**")) or any requirements of such labels or market standards as they may evolve from time to time. None of the Arrangers or Dealers is responsible for (i) the use or allocation of proceeds for any Green Notes, (ii) the impact, monitoring or reporting in respect of such use of proceeds, (iii) the alignment of the Green Notes with the Green Finance Framework (as defined in "*Use of Proceeds*" below) or alignment of the Green Finance Framework with the ICMA Green Bond Principles 2025 (as defined in "*Use of Proceeds*" below), nor do any of the Arrangers or Dealers undertake to ensure that there are at any time sufficient Eligible Green Projects (as defined in "*Use of Proceeds*" below) to allow for allocation of a sum equal to the net proceeds of the issue of the Green Notes in full.

In addition, none of the Arrangers or Dealers is responsible for the assessment of the Green Finance Framework, including the assessment of the applicable eligibility criteria in relation to the Green Notes set out therein. The Second Party Opinion (as defined in "*Use of Proceeds*" below) provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in the Green Notes, including, without limitation, market price, marketability, investor preference or suitability of any security. The Second Party Opinion is a statement of opinion, not a statement of fact. No representation or assurance is given by the Arrangers or Dealers as to the suitability or reliability of the Second Party Opinion or any opinion, review or certification of any third party (including any post-issuance reports prepared by an

external reviewer) made available in connection with the Green Notes. As at the date of this Base Prospectus, the providers of such opinions, reviews, certifications and post-issuance reports are not subject to any specific regulatory or other regime or oversight. Whilst the EU Green Bond Regulation has introduced a supervisory regime of external reviewers of European Green Bonds, this would not apply to external reviewers in respect of an issue of Green Notes under the Programme (as the Green Notes are not intended to be compliant with the EU Green Bond Regulation). The Second Party Opinion and any other opinion, review, certification or post-issuance report is not, nor should be deemed to be, a recommendation by the Arrangers or Dealers, or any other person, to buy, sell or hold the Green Notes and is current only as of the date it is issued. Prospective investors must determine for themselves the relevance of the Second Party Opinion and any other opinion, review certification, or post-issuance report and/or the information contained therein. The criteria and/or considerations that form the basis of the Second Party Opinion or any other opinion, review, certification or post-issuance report may be amended, updated, supplemented, replaced and/or withdrawn. The Green Finance Framework may also be subject to review and change and may be amended, updated, supplement, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. The Green Finance Framework, the Second Party Opinion and any other opinion, review, certification or post-issuance report do not form part of, nor are they incorporated by reference in, this Base Prospectus.

In the event that any Green Notes are listed or admitted to trading on the Luxembourg Green Exchange or any other dedicated "green", "environmental", "sustainable" or other equivalently labelled segment of any stock exchange or securities market, no representation or assurance is given by the Issuer, the Arrangers or the Dealers that such listing will be obtained or maintained for the lifetime of the Green Notes.

Stabilisation

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the relevant Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

Notice to Swiss permitted investors

The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland. No key information document according to the FinSA or any equivalent document under the FinSA has been prepared in relation to the Notes, and, therefore, the Notes may not be offered or recommended to private clients within the meaning of the FinSA in Switzerland.

Singapore SFA Product Classification

In connection with Section 309B(1)(c) of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (as modified and amended from time to time, the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes issued under the Programme are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuer shall be required to prepare a supplement to this Base Prospectus pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on a Regulated Market, shall constitute a supplement to the Base Prospectus as required by Article 23 of the Prospectus Regulation.

FORWARD-LOOKING STATEMENTS

This Base Prospectus and the information incorporated by reference into this Base Prospectus include statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "anticipates", "expects", "intends", "plans", "goal", "target", "aim", "may", "will", "would", "could" or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Base Prospectus and the information incorporated by reference into this Base Prospectus and include statements regarding the intentions, beliefs or current expectations of the Issuer or the Group concerning, among other things, the operating results, financial condition, prospects, growth, strategies and dividend policy of the Issuer and the sectors and markets in which it operates.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future and may be beyond the Issuer’s ability to control or predict. Forward-looking statements are not guarantees of future performance.

The Issuer’s actual operating results, financial condition and the development of the sectors and markets in which it operates may differ materially from the impression created by the forward-looking statements contained in this Base Prospectus and/or the information incorporated by reference into this Base Prospectus. In addition, even if the operating results and financial condition of the Issuer, and the development of the sectors and markets in which it operates, are consistent with the forward-looking statements contained in this Base Prospectus and/or the information incorporated by reference into this Base Prospectus, those results or developments may not be indicative of results or the development of such sectors and markets in subsequent periods. Important factors that could cause these differences include, but are not limited to, general political, economic and business conditions, sector and market trends, changes in government, changes in law or regulation, stakeholder perception of the Issuer and/or the sectors or markets in which it operates and those risks described in the section entitled "*Risk Factors*".

Investors are advised to read this Base Prospectus and the information incorporated by reference into this Base Prospectus in their entirety, and, in particular, the section entitled "*Risk Factors*", for a further discussion of the

factors that could affect the Issuer's future performance and the sectors and markets in which it operates. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this Base Prospectus and/or the information incorporated by reference into this Base Prospectus may not occur. In addition, any forward-looking statements are made only as at the date of this Base Prospectus.

Subject to applicable law or regulation, the Issuer explicitly disclaims any intention or obligation or undertaking publicly to release the result of any revisions to any forward-looking statements in this Base Prospectus that may occur due to any change in the Issuer's expectations or to reflect events or circumstances after the date of this Base Prospectus. As a result, you should not place undue reliance on these forward-looking statements.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following overview is a general description of the Programme and must be read as an introduction to this Base Prospectus, and is qualified in its entirety by the remainder of this Base Prospectus and the information incorporated by reference herein (and, in relation to any Tranche of Notes, the relevant Final Terms). Words and expressions defined in "Forms of the Notes" or "Terms and Conditions of the Notes" shall have the same meanings in this General Description of the Programme.

This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

Issuer:	Societatea Energetică Electrica S.A.
Issuer Legal Entity Identifier (LEI):	213800P4SUNUM5AUDX61
Website of the Issuer:	www.electrica.ro
Arrangers:	Banca Comerciala Romana S.A. BNP PARIBAS Citigroup Global Markets Europe AG ING Bank N.V. J.P. Morgan SE UniCredit Bank GmbH
Dealers:	Banca Comerciala Romana S.A. BNP PARIBAS BofA Securities Europe SA BT Capital Partners S.A. Citigroup Global Markets Europe AG J.P. Morgan SE ING Bank N.V. Société Générale UniCredit Bank GmbH and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes (each a "**Dealer**", and together the "**Dealers**").
Fiscal Agent	Citibank, N.A., London Branch.
Registrar and Transfer Agent:	Citibank Europe plc.
Listing Agent:	Banque Internationale à Luxembourg S.A.
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series (as defined below) of Notes issued under the Programme. See "*Risk Factors*".

Admission to Listing and Trading:	In relation to the Notes intended to be listed and issued under this Programme, application (i) has been made to the Luxembourg Stock Exchange to list the Programme and such Notes on the Official List of the Luxembourg Stock Exchange and to admit to trading on the Regulated Market of the Luxembourg Stock Exchange and (ii) may also be made to the Bucharest Stock Exchange for such Notes intended to be admitted to trading on the regulated market. The CSSF will make the Notification to the Romanian FSA in respect of such Notes. Application may be made additionally to any other or further stock exchange to admit such Notes to trading on any other or further regulated market or other market segment of such other or further stock exchange. The Issuer may apply for listing and trading of Notes in Romania. The trading and settlement of the Notes in Romania will be organised in accordance with the Bucharest Stock Exchange and the Romanian central depository, Depozitarul Central SA.
Clearing Systems:	Euroclear, Clearstream, Luxembourg and/or, in relation to any Tranche of Notes to be listed on the Regulated Market of the Bucharest Stock Exchange, Romanian Central Securities Depository, Depozitarul Central SA and/or any other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer(s) and specified in the relevant Final Terms.
Programme Amount:	Up to €1,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Issuance in Series:	Notes will be issued in series (each a "**Series**"). Each Series may comprise one or more tranches (each a "**Tranche**") issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.
Final Terms or Drawdown Prospectus:	Each Tranche of Notes will be issued on the terms set out in the Conditions as completed by the relevant Final Terms or Drawdown Prospectus.
Forms of Notes:	Notes may be issued in bearer form or in registered form. ***Bearer Notes*** Bearer Notes will be sold outside the United States to persons that are not U.S. persons in "offshore transactions" within the meaning of Regulation S. In respect of each Tranche of Bearer Notes, the Issuer will deliver a Temporary Global Note or (if

TEFRA is specified as non-applicable or if the TEFRA C Rules are specified as applicable) a Permanent Global Note.

Each Temporary Global Note will be exchangeable for a Permanent Global Note. Each Permanent Global Note will be exchangeable for Notes in definitive bearer form ("**Definitive Notes**") in accordance with its terms. Definitive Notes will, if interest-bearing, have interest coupons ("**Coupons**") attached and, if appropriate, a talon ("**Talon**") for further Coupons.

Each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and each Global Note which is not intended to be issued in NGN form (a "**CGN**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common depositary (or its nominee) for Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system.

Registered Notes

Each Tranche of Registered Notes will be represented by either: (a) Individual Certificates; or (b) one or more Global Certificates.

Each Note represented by a Global Certificate will either be: (a) in the case of a Global Certificate which is not to be held under the NSS, registered in the name of a common depositary (or its nominee) for Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Certificate will be deposited on or about the issue date with the common depositary and/or the sub-custodian; or (b) in the case of a Global Certificate to be held under the NSS, registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Global Certificate will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Currencies: Notes may be denominated in euro, RON, U.S. dollars, pounds sterling or in any other currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Issue Price: Notes may be issued at any price. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

Specified Denominations: The Notes may be issued in such denominations as may be specified in the relevant Final Terms, save that no Notes may be issued under the Programme which have a denomination of less than €100,000 (or its equivalent in any other currency at the relevant Issue Date).

Maturities:	Any maturity, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Interest:	Notes may be interest bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate (or a fixed/floating rate or floating/fixed rate).
Fixed Rate Notes:	Fixed Rate Notes will bear interest at the fixed rate(s) of interest specified in the relevant Final Terms. Such interest will be payable in arrear on the Interest Payment Date(s) specified in the relevant Final Terms or determined pursuant to the Conditions.
Zero Coupon Notes:	Zero Coupon Notes may be issued at their principal amount or at a discount to their principal amount and will not bear interest.
Floating Rate Notes:	Floating Rate Notes will bear interest determined separately for each Series as follows: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2021 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.; or (ii) by reference to a reference rate set out in the applicable Final Terms, subject to Condition 9 (*Benchmark Discontinuation and Benchmark Transition Event*), in any such case as adjusted for any applicable margin specified in the relevant Final Terms. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate, or both.
Benchmark Discontinuation (in respect of Floating Rate Notes referencing a rate other than SOFR):	If a Benchmark Event occurs, such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark or screen rate (as applicable) specified in the relevant Final Terms, then the Issuer may (subject to certain conditions) be permitted to substitute such benchmark and/or screen rate (as applicable) with a successor, replacement or alternative benchmark and/or screen rate (with consequent amendment to the terms of the relevant Series of Notes and the application of an adjustment spread (which could be positive or negative or zero)). See Condition 9(a) (*Benchmark Discontinuation*).
Benchmark Transition Event (in respect of Floating Rate Notes referencing SOFR):	If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates (with consequent amendment to the terms of the relevant Series of

	Notes, as applicable). See Condition 9(b) (*Benchmark Transition Event*).
Redemption:	Unless previously redeemed or purchased and cancelled or substituted, Notes will be redeemed at their Final Redemption Amount, together with accrued and unpaid interest (as specified in the relevant Final Terms) on the Maturity Date.
Optional Redemption:	Notes may be redeemed before the Maturity Date at the option of the Issuer (as described in Condition 10(b) (*Redemption at the option of the Issuer*)), to the extent (if at all) specified in the relevant Final Terms.
Early Redemption:	Except as described in "*Optional Redemption*" above, early redemption will only be permitted: (a) for tax reasons, as described in Condition 10(c) (*Redemption for Taxation Reasons*); and (b) where "**Clean-Up Call Option**" is specified to be applicable in the relevant Final Terms, if the Clean-Up Call Minimum Percentage (or more) of the principal amount outstanding of a Series of Notes has been redeemed or purchased and subsequently cancelled as described in Condition 10(e) (*Clean-Up Call Option*).
Negative Pledge:	See Condition 4 (*Negative Pledge*).
Cross Default:	See Condition 14(c) (*Cross-Default)*.
Withholding Tax and Additional Amounts:	All payments of principal, interest and any other amounts in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, subject to certain exceptions as described in Condition 13 (*Taxation*). Notwithstanding any other provisions of the Conditions or the Fiscal Agency Agreement, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 to 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices

	implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.
Governing Law:	The Fiscal Agency Agreement, the Notes and the Coupons, and all non-contractual obligations arising out of or in connection with them, will be governed by, and shall be construed in accordance with, English law. The provisions of Schedule 3 (*Provisions for Meetings of Noteholders*) of the Fiscal Agency Agreement are subject to compliance with any mandatorily applicable Romanian law.
Ratings:	As at the date of this Base Prospectus, the Issuer has been assigned a BBB- Long-Term Issuer Default Rating with a stable outlook and a BBB- senior unsecured rating by Fitch. Fitch is established in the EU and is registered under the CRA Regulation. As such, Fitch is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation. The rating Fitch has given to each of the Issuer's Long-Term Issuer Default Rating and senior unsecured rating is endorsed by Fitch Ratings Limited, which is established in the UK and registered under the UK CRA Regulation. Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU or the UK and registered under the CRA Regulation or the UK CRA Regulation will be disclosed in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States, the EEA (including Belgium, Romania, and Italy), Switzerland, the United Kingdom, Japan, Singapore, Hong Kong and Canada see "*Subscription and Sale*".

RISK FACTORS

In purchasing any Notes, prospective investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There are a wide range of risks which individually or together could result in the Issuer becoming unable to make all payments due. It is not possible to identify all such risks, as the Issuer may not be aware of all relevant risks and certain risks which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in this Base Prospectus several risks which could materially adversely affect its respective businesses and ability to make payments due. The Issuer presents the relevant risk factors in the section below, limiting them only to risks which are specific to the Issuer and to the securities and which are material for taking an informed investment decision, as corroborated by the content of this Base Prospectus.

In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.

An investment in the Notes involves a high degree of risk. Before purchasing the Notes, prospective investors should consider carefully the specific risk factors set forth below, as well as the other information contained elsewhere in this Base Prospectus. Any of the risks described below could have a material adverse impact on the Group's business, prospects, results of operations and financial condition and could therefore have a negative effect on the trading price of the Notes and the Issuer's ability to pay all or part of the interest or principal on the Notes.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference in, and forming part of, this Base Prospectus), make such inquiries in relation to the Issuer and the Notes as they think appropriate and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under the Notes

Financial, market, commodity, foreign currency, interest rate, liquidity and other financing risks relating to the Group

The Issuer and the Group face significant commodity risks

Both the Group and its customers are vulnerable to price fluctuations in wholesale energy markets, as well as in the carbon dioxide ("**CO2**") emission allowances and green certificates markets. These fluctuations have been particularly notable in recent years amid major tensions and volatility in the energy markets, and such fluctuations may occur again in the future. Any supply shortage or liquidity constraints could hinder the Group's ability to swiftly manage its exposure to market risks. Similar challenges could affect its customers, potentially increasing the risk that the Group's customers might struggle to meet their obligations promptly. Furthermore, these markets remain largely unintegrated due to scarce cross-border connections and may experience unpredictable surges or drops in prices and liquidity constraints.

Commodity prices, especially for electricity and CO2 emission allowances have historically been volatile, and there is no assurance that prices will remain within projected levels, which could pose profit and loss risks for the Group. Notably, market prices surged after the Russia-Ukraine conflict began and, more recently, have been volatile as a result of the conflict involving the United States ("**U.S.**"), Iran and Israel and the wider Middle East region (the "**Middle East Conflict**") and the implementation of the nationwide electricity supply crisis regime in the Romanian energy sector as a result of a decline in nuclear generation capacity and hydrological output caused by reduced river flow on the river Danube. As at the date of this Base Prospectus, commodity prices remain volatile and the potential for renewed and/or further market tensions persists. Commodity risk arises in connection with the Group's core

operations when there are discrepancies between the prices at which the Group sells electricity and gas and the prices at which it secures inputs for their generation and distribution, including CO2 emission costs. If there are changes in the prices at which the Group is able to generate electricity, there may be a delay before these increased costs can be recovered through higher prices for electricity due to regulated and contracted prices for end consumers. Significant shifts in electricity prices could also impact the Group's customers and have an adverse impact on demand.

Although the Group has risk management procedures in place, and the Group entities that have market exposures aim to mitigate related risks, it may not always be feasible to fully offset the costs of delayed adjustments to regulated or contracted electricity prices when experiencing significant cost changes in generation and supply.

It is difficult to assess how the wholesale electricity market will evolve in the last quarter of 2026 and beyond. During 2025, the market was characterised by low liquidity, primarily due to a limited number of sale offers, an absence of traders from the forward market and a reluctance by sellers to conclude long-term contracts. Price volatility remained high against the backdrop of geopolitical tensions and the increase in renewable energy production. Although investment in storage capacity reduces the Group's exposure to wholesale price volatility, in particular over the medium and longer term, substantial fluctuations in commodity prices could materially and adversely affect the Group's business, prospects, financial condition, and results of operations.

The Issuer and the Group face financial and market risk exposure

The Issuer and the Group regularly face financial and market risks in their business operations. Such market risk may arise in the Group's distribution activity through price increases in the wholesale market, including volatility in the price of purchased energy (which can have a significant financial impact if that price is higher than the Group was anticipating), termination of contracts by suppliers and disruptions in supply chains. At the level of supply activity, there is a risk of insufficient supply of energy offered on forward markets (volume risk). This may lead to an increase in prices in these markets and result in excess exposures (excessive long positions / deficit short positions) at hourly, daily and weekly levels, band, peak and trough periods in volatile conditions.

Despite the Group operating a risk management system to mitigate these risks, there are instances when risks cannot be completely hedged or when hedging contracts do not adequately mitigate exposure. In such cases, significant losses may occur, potentially impacting the business, operational results, and financial health of the Issuer and the Group.

The Issuer and the Group are exposed to foreign currency risks

The Group has exposure to currency risk when there is a discrepancy between the currencies for sales, purchases and borrowings, and the Group's functional currency. The functional currency of all entities within the Group is the Romanian Leu (RON).

The currency in which the Group's transactions are primarily denominated is RON. Certain liabilities are denominated in foreign currency (EUR), including the Issuer's EUR 500,000,000 4.375 per cent. Green Notes due 2030. The Group also holds deposits, treasury bills, government bonds and bank accounts denominated in foreign currency (EUR). The Group's policy is to use the local currency in its transactions as far as practically possible. The Group does not use foreign exchange derivative instruments, and therefore movements in foreign exchange rates could have an adverse effect on the Group's business, prospects, financial condition and results of operations. As at the date of this Base Prospectus, the Group is in the process of preparing a hedging policy to mitigate this risk. In 2026, the EUR/RON exchange rate spiked to an all-time high just below 5.30, having increased from 5.10 as at 31 December 2025 to 5.24 as at 30 June 2026, and the RON is forecasted to depreciate further in 2027 (*Source: https://www.erstegroup.com/en/research/country/romania*).

As at 31 December 2025, the Group's exposure to currency risk increased to RON 3,819.8 million (compared to RON 1,496.6 million as at 31 December 2024). As at 30 June 2026, the Group registered a net impact of foreign exchange losses in the amount of RON 106 million (compared to RON 44 million at 30 June 2025).

The Group is exposed to macroeconomic risk related to foreign currency risk, namely supply and demand and competitiveness are constantly impacted by changes in foreign currency rates, which could have an adverse impact on the Group's business and profitability.

The Issuer and the Group face significant interest rate risks

The Group is susceptible to fluctuations in interest rates due to its operational activities and financial agreements. Primarily, the Issuer supplies financing to Group companies through parent company loans, which are typically linked to floating interest rate benchmarks. Consequently, Group companies are vulnerable to risks associated with changes in these floating rate benchmarks. Besides meeting the funding requirements of individual Group companies, the Issuer must also secure external financing to sustain the Group's overall liquidity. Whilst the Issuer remains exposed to fluctuations in the underlying floating rate benchmarks, the Group's hedging policy, once established, will also cover floating rate benchmarks.

On 19 August 2026, the extraordinary general meeting of the shareholders of the Issuer approved a project to centralise the existing cash credit facilities of the Group at the level of the Issuer, rather than at subsidiary level. Once the project is complete, the Group expects to optimise its debt profile by shifting a larger portion of its funding towards fixed interest rate financing at the Issuer level, whilst continuing to use variable rate bank facilities as appropriate and maintaining flexibility.

The ongoing conflict between Russia and Ukraine and the resulting sanctions on Russia prompted multiple major central banks, including the National Bank of Romania (the "**NBR**"), to raise interest rates and interest rates have remained elevated and experienced significant volatility since. Further, the removal of the electricity price cap and fiscal measures adopted in 2025, and geopolitical conflicts, such as the Middle East Conflict, have stalled expected rate cuts. The National Bank of Romania kept its key policy rate unchanged at 6.5% in August 2026 (*Source: NBR Board Decisions on Monetary Policy August 2026*) and the conflict in the Middle East and its impact on energy prices has slowed disinflation (*Source: European Commission, Economic Forecast for Romania (21 May 2026)*). The Group is also exposed to macroeconomic risks related to interest rates, as changes in interest rate levels and the yield curve's shape, reflecting differences between short-term and long-term rates, continuously impact the economic conditions in which the Group operates. Therefore, fluctuations in interest rates, or persistent inflation and/or interest rate volatility, could negatively affect the Group's business, prospects, financial health and operational outcomes.

The Issuer and the Group are exposed to counterparty credit risk

In the ordinary course of its business, the Group is exposed to the risk that third parties will not be able to honour their financial obligations to the Group due to insolvency, bankruptcy, lack of liquidity, global or local economic issues, operational failure, political developments or other reasons. This exposes the Group to the risk of counterparty defaults, which have historically been higher during periods of economic downturn. Currently, the Group is exposed to counterparty credit risk from its supply activities (mainly for Romanian state trade receivables) and from its financial activities, including through deposits with banks and financial institutions, exchange rate transactions and other financial instruments. In the supply activity, counterparty risk arises when a counterparty does not fulfil its obligations in accordance with the agreed terms. This risk leads to the materialisation of other new risks, namely the replacement of undelivered quantities (replacement risk) or financial effect (price risk). In the distribution activity, counterparty risk manifests itself through the possible non-fulfilment by the contracting party of the contractual terms of payment or delivery of services and/or delivery of goods or works (including maintenance).

The Issuer and its supply, distribution and service subsidiaries have policies for risk management. Various risk mitigation solutions (such as non-recourse factoring) for trade receivables are also used to mitigate risk for the supply subsidiary. Cash and bank deposits are placed in financial institutions that are considered to have low risk of default. Also, the electricity supply contracts entered into by the Group include termination clauses in certain circumstances. Additionally, for counterparties to its supply business with higher credit risk, the Group establishes an allowance for impairment that represents the amount of expected credit losses, calculated based on the expected loss rates.

Nevertheless, while no significant counterparty defaults were experienced in recent years due to market protection measures, the Group will incur losses if its counterparties default on their obligations. If a higher than expected proportion of the Group's counterparties default, or if the average amount lost as a result of defaults is higher than expected, actual losses due to counterparty defaults will exceed the amount of provisions already taken and operational results will be adversely affected. If losses due to counterparty defaults significantly exceed the amounts of the Group's provisions or require an increase in provisions, there could be an adverse effect on the Group's business, financial position and operational results. Moreover, given that the Group's supply subsidiary is the single largest counterparty for the distribution subsidiary, any significant counterparty defaults affecting Electrica Furnizare S.A. ("**EFSA**") may in turn adversely affect Distribuție Energie Electrică România S.A. ("**DEER**") as well, and consequently the financial position and operational results of the Group.

In particular, counterparty credit risk could increase in the short to medium term as a result of the higher level of electricity prices due to the implementation of the electricity supply crisis regime in Romania in summer and autumn 2026. Higher bills increase the Group's exposure to each counterparty individually, and clients and contractual partners with a more fragile financial position may face greater difficulties in meeting their payment obligations when due. This effect is amplified by the temporary nature of the shortage as price pressure is acutely felt over a limited period, which may disproportionately affect counterparties with reduced liquidity or limited financial capacity to absorb additional costs, even though the situation is expected to stabilise over the longer term. EFSA has a set of specific procedures, both in the area of credit risk and for assessing the performance risk associated with the non-fulfilment of contractual obligations. These procedures apply at the time of contracting or re-contracting with clients, as well as during the initial contracting stage with new traders and suppliers with whom EFSA is to establish contractual relationships. Through these procedures, EFSA seeks to mitigate and reduce the identified risks, including through the establishment of guarantees and the inclusion of contractual clauses designed to limit the impact of a potential default.

The Issuer may be subject to the risk that liquidity may not be readily available in order to satisfy significant liquidity requirements and to finance future operations

The Issuer relies mainly on financial resources generated by its operational activities to meet a substantial portion of its funding requirements, despite having already contracted certain long-term financings.

A significant portion of the Group's funding comes from the supply and the distribution segments operational activities, so any material decreases in the cash realised from such activities could have a negative impact on Group's liquidity. The Group has in place cash pooling systems in order to mitigate this risk. The Issuer's ability to continue as a going concern is dependent on the ability of its subsidiaries to continue as a going concern. In particular, on the subsidies side, the Group's supply subsidiary has material uncollected amounts from the compensation and capping scheme, whereby energy suppliers were compensated for the difference between the prices paid on the wholesale market and the regulated end-user prices until 30 June 2025. While the Group actively pursues the recovery of these amounts in accordance with the applicable regulations, there is no certainty regarding the exact timing of collection, as it is dependent both on the speed of the process of verification and validation of requests by the relevant authorities, and the allocation of funds within the Romanian state budget. Following recent legislative changes that adjusted the applicable compensation percentages, the Group anticipates additional collections in 2027. Nevertheless, material delays in the receipt of these subsidies remain probable and create continuous pressure on the Group's working capital. To mitigate this liquidity gap, the Group utilises internal cash pooling structures and other external financing sources, and in August 2026 commenced a project to centralise credit facilities at the Issuer level.

The Group's liquidity management policy is to maintain, as far as possible, sufficient liquidity to meet its obligations when they are due, under both normal and stressed conditions, to avoid unacceptable losses. Additionally, the Group aims to maintain the level of its cash and cash equivalents at an amount in excess of expected cash outflows on financial liabilities. The Group also monitors the level of expected cash inflows on trade receivables together with expected cash outflows on trade and other payables. Moreover, the Group maintains overdraft facilities.

Nevertheless, there is a risk that the Issuer will require additional funding in the future (e.g. due to revenues being lower than expected or costs being higher than anticipated, the pursuit of new business opportunities (for more information on the Group's potential acquisitions see "*The Group may face significant challenges in managing the risks tied to the expansion of its operations and the integration of newly acquired subsidiaries*") or to cover unforeseen liabilities or investments). There is a time lag between when the Group entities incur certain costs (e.g. to cover network losses) and when they are reflected in tariffs. During periods of significant increases in electricity prices, this lag can affect the Group's cash flows. Moreover, trading activity may exceed the approved solvency limits, which could result in further losses for the Group.

Further, the ability of the Group to obtain external financing and the cost associated with it depend on numerous factors, including general economic and market conditions in Romania and worldwide, government regulations, international interest rates, credit availability from banks or other lenders, investor confidence in the Group, the success of the Group's business, and restrictions in existing debt agreements. The risk appetite of creditors and investors providing funding to the Issuer or the Group may vary due to changes in financing policies for certain industries or business activities, which may pose refinancing risks. There is no guarantee that external financing or refinancing will be available, whether on a short-term or long-term basis, or that such financing can be obtained on terms that are not burdensome to the Group. Any inability of the Group to secure financing on favourable terms could adversely impact its business, prospects, financial condition, and results of operations.

No guarantee can be given that the Issuer will be able to raise the required capital, either as equity and/or debt capital, on favourable terms and within the required time which, in turn, could affect the Issuer's business, prospects and financial position.

Any downgrade of the Issuer's credit ratings by reputable rating agencies could have a negative impact on its business

The Issuer has obtained an investment grade Long-Term Issuer Default Rating of BBB- (stable outlook) and a senior unsecured rating of BBB- from Fitch. Any adverse revisions to Issuer's corporate rating by Fitch may materially adversely impact its ability to obtain financing, which could affect the business, prospects, operational results, financial position and the Issuer's reputation and the price at which the Notes trade on the secondary market. On 14 September 2026, Fitch affirmed the Long-Term Issuer Default Rating of BBB- (stable outlook).

Fitch's 14 September 2026 report noted that, based on Fitch's Government-Related Entities Rating Criteria and Parent and Subsidiary Linkage Rating Criteria, the rating agency considers the linkage with the government to be overall weak and could rate the Issuer up to two notches above Romania's sovereign rating.

Fitch also noted in its September 2026 report that failure by the Group to successfully implement its plan to centralise credit facilities at the Issuer level could lead to a potential rating downgrade.

Restrictive covenants in debt facilities

Certain debt facilities related to the long-term financial indebtedness of the Group contain restrictive covenants (including negative pledge clauses, material change clauses, change of ownership clauses, and covenants requiring the maintenance of specific financial ratios) that the Issuer and other Group companies must comply with. A breach of these covenants not waived by lenders could adversely impact the Group's business, prospects, financial condition, or results of operations. Additionally, these covenants may limit the Group's ability to acquire or dispose of assets or incur further debt. Should the Group need to renegotiate any restrictive covenants or obtain a waiver for any breach in the future, there is no assurance the Group will be able to do so. Failure to renegotiate such covenants could hinder the Group's ability to raise financing in the future, potentially having a substantial adverse effect on its business, financial condition, results of operations, and cash flows. Moreover, any breach of such covenants not waived by lenders could result in acceleration of the relevant financing and potentially trigger cross-default provisions under

any Notes issued under the Programme (see Condition 14(c) (*Events of Default*)) and/or the Group's other financing arrangements, materially affecting its business, prospects, financial condition, and results of operations.

Risks relating to the Issuer and the Group's business, operations and industry

Changes in regulations or government policies, particularly as a result of increased governmental intervention in the electricity market, could materially and adversely affect the Group's business

The Group's distribution, production and supply of electricity are subject to licences issued by the national regulator *Autoritatea Națională de Reglementare în domeniul Energiei* (in English, National Energy Regulatory Authority) ("**ANRE**"). The Group's current distribution licence is valid until 2027 and will be extended by ANRE based on a written request to be submitted no later than 60 days prior to the existing licence expiration date. Production and supply licences are extensively regulated. For example: (i) electricity producers are required to sell part of their electricity on the wholesale markets operated by the Romanian electricity market operator Opcom S.A. ("**OPCOM**"); (ii) electricity producers' ability to conclude bilaterally negotiated long-term renewable energy contracts ("**PPAs**") with third parties on the wholesale market is subject to certain restrictions; (iii) electricity producers may be required to sell electricity to neighbouring countries under specific circumstances (e.g. to the Republic of Moldova in 2022, 2024 and 2025); (iv) prices of electricity supplied to final consumers were subject to price-cap regulations until 30 June 2025, and the natural gas market continues to be subject to government intervention; and (v) rights and obligations of electricity producers and suppliers in relation to green certificates are highly regulated.

Government and regulatory decisions regarding production and supply of electricity and, in particular, permitted prices for electricity purchases and sales, may adversely affect the Group's revenue. For example, the liberalisation of the Romanian electricity supply market started in 2014, with the final stage taking place on 1 January 2021, when the household retail market was deregulated (meaning that the tariffs for supply of electricity have been deregulated for households). However, due to market volatility in 2022, the Romanian Government introduced temporary electricity price caps and other measures to control the final-consumer electricity prices for certain categories of consumers[2], which expired on 1 July 2025. Following the expiry of such measures, electricity supply prices have generally been determined under market-based arrangements. However, with effect from 1 July 2025, the Romanian Government introduced a separate social-support mechanism for certain household electricity consumers affected by energy poverty, currently applicable until 31 December 2026, under which eligible consumers receive financial support towards the payment of electricity bills, which could have a negative impact on the Group's income.

From 1 April 2025 to 30 June 2025, electricity producers were required to pay a contribution to the Energy Transition Fund equal to 80% of the difference between the monthly selling price and RON 400/MWh, multiplied by the quantity of electricity physically delivered during the relevant month from their own production and/or transferred from their production portfolio to their supply portfolio, where the applicable monthly selling price exceeded RON 400/MWh. The monthly selling price was calculated as the ratio between the net monthly revenue and the relevant quantity of electricity. The contribution was not applicable to electricity production capacities commissioned after 1 April 2022 or to heat supply companies that produce electricity through cogeneration.

Romania's national regulations are underpinned by the regulations of the EU. Any material change in the regulations of the EU may render changes in Romania's national regulations. These and other changes in regulations or government policies may materially and adversely impact the Group's prospects, business, financial position and the operating results and the Group may have limited recourse to challenge any such changes.

The Group's financial performance could be adversely affected by changes in electricity prices

The Group's supply subsidiary, EFSA, has exposure to the Romanian wholesale electricity price as it currently purchases the entire amount of electricity it sells to its customers from the wholesale market. Market electricity prices

[2] Such as the measures introduced by Government Emergency Ordinance 27/2022 and Government Emergency Ordinance 119/2022.

have often experienced periods of volatility. For example, between 2020 and 2022, the coronavirus pandemic ("**COVID-19**") led to a decrease in electricity consumption and prices, while both the Russia-Ukraine conflict and the Middle East Conflict caused, and continue to cause, an increase in energy prices and volatility (which, in the case of the Russia-Ukraine conflict, was in part caused by the rise in Russian gas prices). Such prices depend on a number of factors, including, but not limited to, the level of demand, the time of day, carbon prices, the availability and cost of generating capacity available to meet demand, and the structure of the particular markets (including the rules that determine the order in which generating capacity is dispatched, and factors affecting the volume of electricity that can be handled by the available transmission infrastructure at a given point in time, including different types of market designs that may change significantly in the future). This has led EFSA to develop a hedging strategy, including market risk and credit risk policies.

The change of wholesale market prices for electricity is likely to impact the Group's future revenues, profitability, cash flows and rate of growth and any change in wholesale electricity prices could result in a reduction of the Group's net income or an increase of the Group's net losses. Any of these effects could materially and adversely affect the Group's business, operational results, financial position and prospects.

Additionally, the Group's distribution business is exposed to movements in wholesale electricity prices because it is required to purchase electricity to cover losses arising on its distribution network. The costs recoverable by the Group through tariffs in respect of network losses are determined in accordance with the regulatory methodology established by ANRE. To the extent that the Group's actual network losses ("**NL**") exceed the level recognised by ANRE, the Group cannot recover the additional costs through regulated tariffs. In addition, even where the Group's actual network losses are within the levels recognised by ANRE, the actual cost of purchasing electricity to cover those losses may exceed the amount reflected in the applicable regulated tariffs. Such differences may be recoverable through subsequent tariff adjustments in accordance with the applicable regulatory framework, but any delay between the Group incurring such costs and recovering them through regulated tariffs may increase the Group's working capital and financing requirements.

Accordingly, there is no assurance that the Group will be able to purchase electricity at current or historic prices. If the price of electricity purchased by the Group varies significantly from the price at which it sells electricity, this could adversely affect the Group's business, operational results, financial position, and prospects.

Transelectrica may require the Group to provide electricity for balancing purposes outside the tendering process and in excess of the Group's balancing availability, which may lead to the Group defaulting on other legal or contractual obligations

To ensure the production-consumption balance in the national power system and resolve any network restrictions, the national electricity system operator ("**Transelectrica**" or the "**TSO**") purchases electricity on the centralised balancing market to compensate for any deviation from the planned electricity production and consumption values. On the balancing market, the Group and other market participants submit offers to the TSO daily to supply the balancing electricity to the TSO for the following day. Participating in the balancing market is voluntary. However, under exceptional conditions and to achieve the permanent balancing of the electricity system, the TSO may require market participants, including the Group, to provide energy to the TSO on a particular day at a price established in accordance with applicable regulations, even if such participants have not submitted any offers on the balancing market in the previous day. If this occurs, there is no assurance that the Group will have sufficient electricity to fulfil such balancing obligations without disrupting its delivery obligations under other contractual arrangements. If the Group does not have sufficient volume to fulfil its balancing obligation or contracted delivery obligations, it may default under any such obligations or have to acquire additional electricity on the open market to satisfy its obligations at higher than anticipated prices, which could affect the Group's expenses and financial position and could have a material adverse effect on the Group's business, results of operations and prospects.

The Group's supply segment is subject to increased competition on the electricity supply market

The Group's supply business has been facing increasing competition, both from new and existing market participants due to the liberalisation of the Romanian electricity supply market (for more details on the Group's main competitors, see "*Description of the Issuer and of the Group – Business Overview – Electricity and gas supply Business*"). Price liberalisation led to an increase in competition, and this may result in customers changing their electricity supplier from the Group to other competitors. These competitors, and prospective market entrants, may enjoy certain competitive advantages that the Group may not benefit from, such as achieving greater economies of scale, access to certain new technologies, more comprehensive product offerings, greater staff resources, a wider name recognition and even more experience, acquired on other markets (i.e., outside Romania), such as the competitors that are part of international groups. Moreover, the Group may be obliged to comply with sector-specific public procurement laws and, as a consequence, management may have a lower level of control over the timing of such procurement processes and the contractual terms and conditions which could impact the Group's competitiveness in the market.

The Group's position in the electricity supply market will also depend on efficient marketing initiatives and its ability to anticipate and respond to various competitive factors affecting the industry, including new services, competitors' pricing strategies and changes of customers' preferences, as well as changes in economic, political and social conditions.

As a result, the Group's financial performance could be adversely affected by competition from other suppliers who may offer better terms to the Group's existing or potential consumers than those offered by the Group. Increased competition may force the Group to lower prices or may lead to a decrease in the supplied volume of electricity. These evolutions could have an adverse effect on the Group's business, operational results, financial position and prospects.

The Group's supply subsidiary could lose its status of last resort supplier

Under regulations of ANRE Order 91/2022, as subsequently amended, ANRE designates a number of suppliers of last resort to ensure continuity of electricity supply, subject to the following conditions being simultaneously met: (i) at least five suppliers of last resort are designated; and (ii) the cumulative market index of the designated suppliers of last resort is at least 60%. The cumulative market index is calculated based on two equally weighted components: (i) each supplier's market share determined by reference to the quantity of electricity sold to final customers in its portfolio; and (ii) each supplier's share of the total number of consumption points at national level, in each case based on the latest month for which suppliers have reported data. A rotation system applies under which, for each rotation period, ANRE publishes a nomination list allocating to each supplier of last resort a calendar month during which it is required to automatically take over consumption points left without a supplier in the circumstances prescribed by ANRE Order 91/2022. The order of the suppliers of last resort in the nomination list for each rotation period is maintained from the preceding rotation period. If a new supplier of last resort is designated during a rotation period, it is added at the end of the nomination list and the rotation period is extended accordingly. If several new suppliers of last resort are designated simultaneously, they are added at the end of the list in descending order of their total market share, calculated by giving equal weighting to their respective number of final customer consumption points and the quantity of electricity sold to such customers.

Suppliers may be designated by ANRE as last resort suppliers either upon their request, for an indefinite period, or following a selection process organised by ANRE, in which case the designation period is established by ANRE and may not exceed 24 months. EFSA has been designated as a last resort supplier upon its request and, therefore, for an indefinite period. Its status as a last resort supplier may cease in the circumstances provided by the applicable regulatory framework. As a result, there is a risk that EFSA may lose its status as a last resort supplier, which could have negative effects on its operating results and financial position. However, the customers for which EFSA acts as last resort supplier as at 22 September 2026 represent only approximately 3.4% out of its total customers portfolio, which means that any negative effects are limited. Should such percentage increase in the future, the loss of last

resort supplier could have a more significant negative impact on the Group's activity, operating results, financial position and outlook.

Particularly in the distribution segment, the Group's financial performance could be adversely affected by changes in regulated distribution tariffs

Tariffs for electricity distribution are set by ANRE, based on a methodology and a set of parameters approved ex-ante. On 1 January 2025, a new regulatory period started, in which the methodology and regulatory parameters changed compared to the previous period. The methodology approved by ANRE provides a limitation on the annual increase of the weighted-average tariff component corresponding to non-NL regulated revenue of 10% in real terms. ANRE may refuse the approval of the distribution costs at the level requested by the distribution operators, or approve distribution costs for regulatory purposes at levels lower than those requested by the distribution operators. In particular, during the current regulatory period, the Group may not be able to operate at the level of efficiency established by ANRE. For example, the Group's actual operating expenses may exceed the levels recognised by ANRE. In addition, the methodology provides for efficiency targets applicable to controllable operating and maintenance costs and establishes targets for NL. There can be no assurance that the Group will be able to operate within the cost levels or achieve the efficiency and NL targets established or recognised by ANRE under the regulatory framework applicable to electricity distribution activities. Exceeding any of these targets could affect the Group's financial performance.

In addition, a part of the capital expenditure in the Group's distribution segment to upgrade the distribution network may not ultimately be fully recognised by ANRE as part of the regulated asset base ("**RAB**").

Any adverse change in the parameters based on which the regulated distribution tariffs were established, as well as deviations from the operating targets set by ANRE, could have an adverse effect on the Group's business, operational results, financial position and prospects.

The Group's distribution segment could suffer losses in case ANRE changes the regulated rate of return ("RRR") on an annual basis

According to the methodology for determining distribution tariffs for the fifth regulatory period which started on 1 January 2025, ANRE is entitled to change the RRR each year depending on the evolution of the values of the parameters considered when the RRR is determined. Should this occur and the RRR decrease, the Group may lack the necessary resources to sustain its investment programme at the previously approved level. In accordance with current legislation, distribution operators are required to achieve annually investments from own representing at least 95% of the total forecast value of the annual investment plan approved by ANRE, and failure to comply with the investment programmes under the conditions established by ANRE regulations constitutes an administrative offence subject to fines of between 5% and 10% of annual turnover from electricity distribution activities. Consequently, a decrease in the RRR which results in inadequate execution of the investment plan may significantly affect the Group's cash flow, distribution margins, and operational results.

Risk of exceeding the level of losses in the network

The Group's distribution subsidiary is exposed to the risk that the level of network losses exceeds the annual targets set by the ANRE. Exceeding the targets may lead to significant additional costs for DEER, with a potentially negative impact on the financial performance of the Group.

Components of the Group's distribution network are subject to deterioration over time

The components of the Group's distribution network are adversely impacted by ageing installations, continual operation and by environmental factors, such as changes in climate and environmental conditions compared to the period in which such components were designed and installed. The distribution operators may fail to accurately anticipate the level of expenditure required to maintain their distribution network and incur corrective maintenance

expenditures in excess of those budgeted for. Natural processes that are beyond the distribution operators' control may also result in an unexpected impairment of certain property, plant or equipment. Furthermore, there may be situations in which the Group may not be able to fully implement the maintenance and investment programmes, which could increase the likelihood of failure and/or increased capital expenditure for the Group's distribution business and result in an adverse effect on the Group's business, operational results, financial position and prospects.

Interruptions in electricity distribution could lead to fines

Through the performance standard for distribution, ANRE establishes a series of technical and commercial performance indicators relating to the quality of the distribution service, as well as the continuity of electricity supply, specifically the power restoration indicators concerning the continuity of electricity supply and power restoration times, differentiated, where applicable, between urban and rural areas. Compliance with these indicators is monitored on a regular basis. Failure to comply with the applicable performance standards constitutes an administrative offence and in the case of repeated breaches, ANRE may impose fines ranging from 1% to 5% of the annual turnover generated from the licensed activity.

In accordance with the regulatory requirements, in case of non-compliance with the performance indicators provided in the performance standard, the distribution operator automatically grants compensation to users, without requiring a claim from users. Non-compliance with performance standard indicators may therefore subject the Group to fines and payment of compensation to users.

The Group is dependent upon services provided by the TSO and OPCOM

The Group is dependent upon services provided by third parties, including the TSO, which is the sole operator of the electricity transmission grid, and OPCOM, which manages the trading system within the electricity wholesale market. A failure by either of them to provide the relevant services to the Group for any reason could expose the Group to operational and therefore financial risks.

In addition, any disruption to electricity distribution or transmission, including forced outages affecting any of the transmission or distribution grids that the Group relies upon, as well as constraints on the ability of the transmission and distribution grids to handle greater volumes of electricity, could result in decreased sales, and therefore decreased revenues of the Group.

Demand for electricity in Romania is dependent on various factors over which the Group has no control, such as economic, political and climatic conditions

Demand for electricity is subject to a variety of factors over which the Group has no control, including economic and political developments in Romania (and elsewhere), consumer demand (which includes a shift towards renewable energy sources), climate conditions and the impact of economic, political or other events (including events such as COVID-19, the Russia-Ukraine conflict, the Middle East Conflict and other geopolitical tensions contributing to sharp rises in, and volatility of, electricity prices). A decrease in demand for electricity could result in lower revenues, in particular for the Group's supply business, which could have an adverse effect on its business, results from operations, financial position and future prospects.

Failure to execute management's business strategy may lead to lower cost savings and lower revenue increase than the ones predicted for the Group

The Group believes that its strategy and investment projects will lead to operational cost savings and additional revenues through the development of energy production and storage capacity, development and modernisation of distribution infrastructure, diversifying the services offered to customers, operational optimisation, digitalisation and improved cybersecurity, skills development and employee retention, and development of environmental, social, and governance ("**ESG**") practices. The Group has made detailed plans to ensure the successful implementation of its strategy and investment programme. Successful implementation of the envisaged transformation projects will require

a significant amount of management time and investment, which may place additional strain on management and the Group's resources and affect management's ability to run the Group's day-to-day business effectively during the implementation period. If the Group is unable to implement its strategy and investment programme successfully the anticipated cost savings and additional revenues may not be realised, or may be realised later or to a lesser extent than expected, which could have a material adverse effect on the Group's business, results of operations and financial condition.

The Group's level of insurance may not cover all potential losses, liabilities and damages in connection with its activity, with some risks being uninsured or uninsurable

The Group is substantially self-insured. The business pursued by the Group also carries a number of risks which are not covered by the insurance policies held by the relevant entities of the Group. The existing insurance may not be sufficient to cover all potential losses or liabilities of the Group. Claims arising from insurance policies may materialise after a long period and, consequently, if insurance from the Group's own sources are required, management must estimate the level of reserves on historical claims in order to guarantee the level of insurance from own sources. To the extent that these estimates are inaccurate, the Group would not hold appropriate levels of insurance for its operations, or the Group would not have coverage for certain risks, and therefore it could suffer substantial loss of ownership and significant disruption in the provision of services for which it would not be compensated. In addition, depending on the severity of the property damage, the Group may not be able to rebuild the damaged property in good time or not be able to rebuild it at all.

The Group does not maintain separate funds or otherwise set aside provisions for these types of events. Any such loss or claim for damages from third parties could have an adverse effect on the Group's activity, outlook, operational results and financial position.

Ownership title over certain real estate properties owned by entities of the Group may be deemed uncertain

Entities of the Group derive their ownership title over certain real estate assets as successors to CONEL, a predecessor entity of the Issuer. Ownership over these land plots is evidenced by ownership certificates issued pursuant to Law no. 15/1990 and GD no. 834/1991. Such ownership certificates were issued by the public institution involved at the time in the Group's business (including, for example, the Ministry of Economy and Commerce) following review of the relevant documentation by an appointed commission. As a procedure, the commission takes into consideration the legal regime of the titles over the land plots in question (including, but not limited to, all relevant laws, orders, decisions, agreement, approvals), as well as the topographical documentation, and determines, *inter alia*, the area of the land plots, coordinates the cadastral measurements, and reviews the issue of ownership certificates.

The Group has faced and may continue to face risks associated with restitution claims regarding certain real estate assets. Ownership certificates can be challenged and voided if it can be proved that either the entity seeking the issuance of an ownership certificate in its name did not require the land for which the ownership certificate was issued in order to perform its activity or the commission establishes that the entity did not undertake all necessary verifications and obtain all mandatory documents and/or approvals before the issuance of the ownership certificate in question. Therefore, in addition to the risk of restitution claims being filed, there is also a risk of actions being initiated for the annulment of such certificates. DEER's title over certain real estate assets has been successfully contested by third parties leading to court decisions leading to either the loss of its ownership title over the asset or the payment of damages by DEER, which DEER unsuccessfully challenged. Connected files for the payment of damages by DEER, real estate property rights and registrations at the land registry are in progress.

Furthermore, the surface areas and the boundaries of property registered with the land registry are not always accurately recorded or cross-checked against those of other registered properties. This makes title to property vulnerable to claims with respect to the extent of their boundaries.

Given the complexity of the development of the energy market in Romania and the number of the restructurings of state-owned companies involved, the specific circumstance relating to the ownership rights acquired under Law no. 15/1990 and GD no. 834/1991 and the generally complex issue of real estate ownership rights in Romania, there can be no assurance that the ownership rights of the members of the Group over certain real estate or installations will not be successfully challenged in the future. In the event that a material number of ownership certificates owned by the Group are subsequently challenged, there could be a material and adverse effect on the operations, financial position and prospects of the Group.

Entities of the Group may not have valid legal titles for the lands on which the network or the network infrastructure they operate is located

The exercise by the distribution operators of the rights of use and easements on the state properties and of the administrative-territorial units affected by the energy capacities are carried out free of charge throughout their existence.

The ownership by DEER of the electrical grid infrastructure is generally not evidenced by documentation.

Consequently, there is a risk that DEER does not have a valid title over all real estate where the distribution network is located or over the infrastructure pertaining to the electricity grid. If third parties challenge such title and, if such challenge is successful, this may negatively impact the business of the Group's distribution companies.

Risks specific to renewable energy projects

Renewable energy projects, such as those part of the Group's business, rely heavily on natural factors and outputs can fluctuate significantly due to, for example, wind variability or extreme weather events in case of wind farms or adverse weather conditions or extreme events such as hailstorms, earthquakes or sonic boom in case of solar projects. Although the Group is insured against such extreme events, such events can still impact output. Additionally, delays in project implementation may occur due to, for example, protracted permitting processes, delays in the delivery of essential equipment, lengthy procurement procedures or failure by suppliers (e.g. engineering, procurement and construction contractors) to finalise the project.

Renewable energy projects may produce less energy than originally projected due to factors such as faster equipment degradation under real operating conditions and various operational restrictions imposed to maintain power system stability. Also, operating and maintenance costs for renewable energy projects may exceed initial estimates due to, for example, higher prices for spare parts and specialised services, the need for more frequent maintenance than initially planned, and premature failure of key components requiring replacement.

Additionally, the development of battery energy storage systems poses specific risks, including being a relatively new technology with a limited operational track record, a business model not yet validated in the long term, and operational and safety risks, in particular those based on lithium-ion technology which pose specific fire risks. Long-term performance may differ significantly from manufacturers' specifications and economic viability depends on the energy market structure and available mechanisms.

On 30 June 2026, the Issuer announced that it had obtained the technical grid connection permits required for the construction of 17 battery energy storage facilities with a total capacity of approximately 700MWh. Subsequently, the Issuer has obtained technical grid connection permits for two more storage facilities with a total capacity of approximately 80MWh. As overall capacity increases, at a national and/or regional level, it is possible that capacity could offset or surpass the system need for flexibility and storage, which could lead, in the longer term, to a decrease in value of battery storage facilities.

Moreover, as the share of renewables in the energy market increases, spot prices may fall during periods of high wind and solar production leading to lower revenues from renewable energy projects.

Such lower than expected outputs and revenues or delays in project implementation may lead to a lower return on investment and have a material adverse effect on the Group's business, operational results, financial position or development prospects.

Lastly, the Group's expansion into renewable energy may have an impact on biodiversity and local ecosystems. Accidents cannot be ruled out and may not only impact affected communities but also the Group's own operations if they result in the equipment shutdown, criminal investigations, lawsuits, strikes, fines or a drop in demand due to a loss of reputation. Such negative impacts and results could have a material adverse effect on the Group's business, operational results, financial position or development prospects.

The Group's assets and/or business could be damaged by natural and man-made acts or disasters

The Group's operations may be adversely affected by a number of natural and man-made disasters or acts of terrorism, including human error, acts of theft or vandalism, adverse weather conditions, earthquakes or other natural disasters, terrorist attacks and other phenomena of nature or force majeure or similar. Any of these could lead to failure of the Group's equipment and systems and could disrupt the electricity supply to its consumers or result in personal injury or damage to property. These risks could result in significant capital expenditures or costs of repairs, which could impact on the Group's reputation and cause a loss of consumers or otherwise have a material adverse effect on its business, operational results, financial position or development prospects.

The Group's IT systems outage may adversely affect the business

The Group's business increasingly relies on a complex structure of different IT systems, and, following the execution of its investment programme, its distribution network will incorporate a complex smart grid that may suffer outages resulting from malfunction, cyber-attack, virus or a technical error of integration and/or communication between systems. Similarly, if a centralisation of IT systems (whether enterprise resource planning systems, energy trading and risk management systems or other solutions) would be implemented, any problems with the integrated system or its implementation (including due to issues related to setting up the wrong model, data corruption during migration, and delayed staff training) could lead to data loss or corruption. Any such failure or possible partial or total loss of data may have a material adverse effect on the Group's business, operational results, financial position or prospects.

The Group's operations also depend on IT infrastructure and services provided by third parties, including cloud service providers, software vendors, telecommunications operators and outsourced support services. Any failure, service degradation, insolvency or termination of services by such providers, or any deficiency in the implementation or migration of new systems (including the migration of core enterprise applications and collaboration platforms to cloud-based environments), could result in prolonged unavailability of critical business applications. In addition, the Group's distribution activity relies on operational technology ("**OT**") systems, including SCADA and smart metering infrastructure, which are increasingly interconnected with the Group's corporate IT environment; disruptions affecting such OT systems could directly affect network operation and continuity of supply. Although the Group maintains business continuity and disaster recovery plans and performs periodic backup and recovery testing, such measures may prove insufficient in the event of a major or prolonged outage, which could have a material adverse effect on the Group's business, operational results, financial position or prospects.

The Group may be confronted with workforce shortages, which may prevent the activity from functioning properly

Workforce shortages in Romania might cause potential production losses and overload the existing workforce, which may lead to macroeconomic imbalances and affect the business environment, thus affecting the financial perspectives of companies in Romania. They may also make it more difficult for the Group to attract and retain a sufficient number of appropriately qualified personnel, particularly personnel with the technical skills and qualifications required in the energy sector. In addition, accelerated digitalisation and the implementation of new technologies may require the Group to continually update and develop the skills of its existing workforce.

A decrease in the availability of appropriately qualified personnel, together with an increased demand for skilled personnel and the need to replace retiring employees, may increase competition for qualified personnel which is exacerbated by workforce shortages and/or working age population decrease. The Group seeks to mitigate these risks through measures including dual education and partnerships with educational institutions aimed at identifying, developing and attracting qualified personnel. However, there can be no assurance that such measures will be sufficient to address any shortage of appropriately qualified personnel. Any inability to attract, retain or develop sufficient skilled personnel, and possible additional wage cost pressures from labour unions, could place additional demands on the Group's existing workforce, increase personnel and training costs and adversely affect the Group's ability to carry out its operations effectively, which could have a material adverse effect on the Group's business, results of operations and financial condition.

A strike or other labour disruption could adversely affect the Group's business

A substantial number of the Group's employees are represented by labour unions and covered by collective bargaining agreements. Although strikes or work stoppages have not yet had significant effects on the Group's operation, no assurance can be given that any strikes, threats of strikes, or other resistance or work stoppages affecting the Group's business, operational results, financial position and prospects will not occur in the future. In the event members of the Group are the subject of work stoppages or labour related litigation, this could result in liabilities for the Group, which could have an adverse effect on its operational results and financial position.

If the Group does not maintain or improve its reputation for the quality of its service, its ability to attract new customers and retain existing customers may be harmed

The ability to retain customers and to attract new customers depends in part on the Issuer's brand recognition and its reputation for the quality of service. Negative public opinion towards the Issuer or the Group could result from real or perceived practices in the energy sector in general or even from the way that the Issuer conducts, or is perceived to conduct, its business. In addition, the Issuer's reputation is strongly linked to the reputation of the Group, meaning that any objective or perceived negative aspects of the Group's business, financial position, operational results and prospects could in its turn have an adverse effect on the Issuer's reputation. Moreover, the Group operates over a wide geographical area and it conducts business activities that require infrastructure development in local areas which, in some cases, may cause either criticism or partial acceptance by local communities. Accordingly, the Group may be exposed to reputational and operational risks arising from delays in executing projects for new locations.

Although the Issuer seeks to comply with the regulatory instructions in force and to increase the positive perception of its clients and prospective clients regarding its services, and is currently the twelfth most valuable Romanian brand (*Source: According to Brand Finance Romania 50 2026*), negative publicity and negative public opinion could adversely affect the Issuer's ability to maintain and attract customers, which could have a material adverse effect on the Issuer's business, financial position and prospects.

The Group may be late in issuing invoices to supply customers, leading to delays in collecting outstanding revenues and potential regulatory sanctions

The Group is facing, and may continue to face, delays in issuing invoices to supply customers due to operational anomalies and system malfunctions such as failures to adapt to regulatory changes, implementing new billing IT software, shortage of personnel, or significant increases in the number of new customers in a relatively short time. Should such delays persist or increase, the Group may not be able to collect all outstanding revenues and may face fines from ANRE and other regulators, including tax and consumer protection authorities, as well as potential penalties for delayed VAT payments. All these factors may have a material adverse effect on the business, financial position, and results of operations of the Group.

The Group may face significant challenges in managing the risks tied to the expansion of its operations and the integration of newly acquired subsidiaries

Since its inception, the Group has executed various mergers and acquisitions, and the Issuer continues to explore potential investment opportunities, which may lead to further expansion of the Group's operations. On 27 November 2025, the extraordinary general meeting of shareholders of the Issuer approved in principle the initiation of the necessary procedures to obtain financing for acquisitions of companies, business lines or individual assets within the Group's fields of activity up to an aggregate limit of EUR 1 billion (or RON equivalent) for the period 2025 to 2027 in order to expand the Group's businesses in Romania, the region and the EU. The Issuer and the Group might pursue acquisitions of businesses or assets that complement their existing activities, offer strategic or operational advantages, or provide access to new markets or technologies.

Expanding operations presents numerous inherent risks, including unexpected changes in regulatory requirements, fluctuations in government support for new technologies (such as renewable energy generation technologies), defaults by joint venture partners, trade barriers (including import and export controls, tariffs, customs duties), staffing and management difficulties, longer payment cycles, issues in collecting receivables, political instability, war and other political risks, currency exchange rate fluctuations, foreign exchange controls restricting or prohibiting fund repatriation, technology export and import restrictions or prohibitions, and adverse tax consequences. Any failure to manage these risks or liabilities associated with expansion or acquired businesses/assets could materially and adversely affect the Group's business, results of operations, and financial condition.

Despite undertaking due diligence reviews for the Issuer's acquisitions, these reviews may not uncover all existing or potential risks and liabilities, and there is no assurance that the acquisitions will not become subject to unforeseen liabilities. Although warranties and indemnities are generally obtained where feasible and appropriate, the Issuer cannot guarantee its ability to enforce contractual or other rights against relevant sellers, or that such warranties and indemnities will be sufficient to cover potential liabilities. Acquiring businesses or assets with unknown risks or liabilities, or those incorrectly assessed or assumed, or lacking full legal protection, could adversely impact the Group's business, results of operations, and financial condition.

No assurance can be *provided that* the Issuer or any other Group member will integrate previous acquisitions efficiently and effectively, or that future acquisitions will be identified, consummated, and integrated successfully. Failure to integrate acquisitions and to manage risks and costs associated with such integration could materially and adversely affect the Group's business, results of operations, and financial condition.

The Group may face challenges in implementing the Craiova Project which could have an impact on its business operations, financial condition, and prospects

On 24 August 2026, the Issuer announced that it had signed the contract (the "**Delegation Contract**") for the development in Craiova of a new high-efficiency cogeneration plant based on natural gas internal combustion engines (the "**Craiova Project**"), which will supply thermal energy to the city's centralised district heating system ("**SACET**") and electricity to the national power system.

The Craiova Project is subject to construction, permitting and costs risks, and the Issuer bears the design, financing and construction risk under the Delegation Contract. The Issuer has undertaken to complete and commission the production system by no later than 31 July 2028 (subject to extension for permitting). The Issuer has no prior track record in developing and operating thermal generation of this scale. Delays in permitting, in the delivery of gas engines and other long-lead equipment, in the completion of utility connections, or increases in equipment and construction costs beyond the approximately 5% contingency included in the approved investment value, could result in cost overruns, penalties, the enforcement of a RON 3 million performance guarantee or, in the case of material default, termination of the Delegation Contract.

The Group's revenues from the Craiova Project depend on regulated heat prices, on payments by a single municipal off-taker and on wholesale electricity markets. The heat price payable by the operator of the SACET (the "**SACET Operator**") is set and adjusted by ANRE under its methodology and may not fully, or in a timely manner, reflect changes in the Issuer's costs, in particular natural gas and carbon prices. The SACET Operator is a municipally-owned company, and the Issuer's protection against non-payment consists principally of a performance guarantee provided by the Municipality of Craiova equal to approximately one winter month of deliveries and a contractual renegotiation mechanism if annual purchases fall below 250,000 MWh. Such protection may prove insufficient, as electricity prices, which are unhedged under the Delegation Contract, depend on wholesale power prices, on the spread between power and gas prices, and on the development of the balancing and system services markets in Romania.

In addition to the supply to SACET, the second objective of the Craiova Project is to supply thermal energy for heating and technological processes for the industrial consumer Ford Otosan Romania SRL. The success of this objective depends on the conclusion of a bilateral agreement with a single industrial consumer. If such agreement is not concluded, or is terminated during the term, the scope and expected returns of the Craiova Project would be reduced accordingly.

At the end of the Delegation Contract, the assets of the Craiova Project are to be transferred to the Municipality of Craiova free of charge, and the Issuer's ability to recover its investment depends on the terms of the contract and on contractual mechanisms whose application may be disputed. The initial operation term is ten years with extensions that depend in part on the agreement of the Municipality of Craiova. Although the Delegation Contract provides for an extension and for compensation of the unrecovered investment value in certain circumstances, the determination of that value and the enforcement of such provisions against a public authority may be uncertain and time-consuming.

The Craiova Project increases the Group's exposure to natural gas and to the EU Emissions Trading System Directive ("**EU ETS**"). The plant will use natural gas and will be subject to EU ETS obligations. Changes in the availability or price of natural gas, in carbon prices or in EU or Romanian policies regarding fossil fuel-based cogeneration and district heating could adversely affect the profitability of the project and, over time, the value of the assets.

Failure to manage risks in relation to the Craiova Project could materially and adversely affect the Group's business, results of operations, and financial condition.

Non-compliance with regulations related to anti-corruption, anti-bribery, economic and trade sanctions, and where relevant, anti-money laundering, counter-terrorism financing, public procurement, competition and market abuse could expose the Group to legal liabilities and harm its reputation, business operations, financial condition, and prospects

The Group faces compliance risks concerning applicable laws and regulations regarding anti-corruption and anti-bribery, economic and trade sanctions, and where relevant, anti-money laundering and counter-terrorism financing. Failure to comply with these regulations could lead to investigations, criminal or civil liability, breaches of financing agreements, and significant fines, all of which would adversely affect the Group's reputation, business operations, financial health, and future prospects. Although the Group has established policies addressing these issues, there is no guarantee that these policies will always be effective or prevent violations of such regulations. Specifically, rapidly changing U.S., UK, European, and other international economic or financial sanctions are often broad and have previously targeted companies involved in specific transactions with designated countries, companies, or individuals. Currently, neither the Group nor its affiliates are targets of any economic or financial sanctions enforced by the U.S., the UK, the EU, or other sanction authorities. In the U.S., the Office of Foreign Assets Control of the U.S. Department of Treasury ("**OFAC**") oversees most economic and financial sanctions. Certain OFAC regulations limit the ability of U.S. persons to invest in or conduct business with specific individuals, entities, regions, and countries ("**U.S. Sanctions Targets**"). Since the Group is not a U.S. Sanctions Target, OFAC regulations do not prevent U.S. persons from investing in or conducting business with the Group. However, investors in the Group may

risk indirect contact with U.S. Sanctions Targets if the Group engages in business or operations with U.S. Sanctions Targets directly or indirectly.

The Group has implemented necessary measures to ensure compliance with applicable sanctions rules, continuously monitoring sanctions developments and adjusting its activities accordingly. Nevertheless, there is no assurance that changes in applicable sanctions regimes will not negatively impact the Group's ability to meet its payment obligations or expose it to legal or reputational risks. Moreover, compliance with sanctions rules (including the international sanctions imposed on Russia in response to Russia's invasion of Ukraine) has led, and may continue to lead, to the Group ending or stopping to pursue business relationships with certain counterparties, thus triggering higher counterparty replacement costs.

The Group is also subject to antitrust and competition laws and, due to the Group's position in Romania, it may be particularly exposed to the risk of lawsuits or proceedings on the grounds of alleged non-compliance with competition and anti-trust rules, and such lawsuits and proceedings could be decided against the Group's interests, which could have a material adverse effect on its business, results of operations and financial condition.

Moreover, in Romania, the distribution of electricity through a distribution network is considered a public utility sector activity and electricity distribution companies are considered contracting authorities and are obliged to comply with public procurement rules. Any breach of these rules by the Group may lead to fines and the risk that contracts concluded in breach of such rules could be annulled in court.

In addition, the Issuer is subject to applicable legislation prohibiting market abuse and insider dealing. Whilst the Issuer has various policies and procedures in place, which seek to ensure compliance with relevant market abuse legislation, any failure by the Issuer to comply with relevant rules could result in penalties being imposed on, and other implications for, the Issuer that may have an adverse effect on its business, results of operations, prospects and/or financial condition.

Health, safety and environmental risks

The Group is governed by a variety of environmental, health, and safety laws and regulations. These laws cover multiple aspects, including but not limited to: the generation, storage, handling, release, use, disposal, and transportation of waste or hazardous materials; the emission and discharge of hazardous substances into the ground, air, or water; the decommissioning and decontamination of facilities; and the health, security and safety of both the public and employees. Additionally, the Group must obtain environmental and safety permits from various governmental authorities to operate. Some of these permits require periodic renewal or review of their conditions, as well as ongoing monitoring and reporting to ensure compliance. The Issuer cannot guarantee that such permits will always be renewed or that significant modifications requiring substantial expenditures will not be imposed. Any violations of these laws, regulations, or permits could result in power station shutdowns, fines, legal proceedings (including criminal charges if deemed in breach of obligations to ensure the protection of life and health of people), other sanctions, negative publicity, and considerable damage to reputation. Furthermore, liabilities under environmental laws, such as the cleanup of hazardous substances, can be exceedingly costly to discharge. These environmental and health, security and safety laws are intricate, frequently changing, and have become stricter over time.

Any environmental damage resulting from the operation of the Group's facilities could disrupt the Group's services or cause reputational harm, potentially imposing significant liability on the Group for damages, cleanup costs, penalties, and compensation.

The expenses associated with complying with current and future environmental and health, security and safety laws, as well as the liabilities arising from past or future releases of or exposure to hazardous substances, could materially and adversely affect the business, operational results, and financial condition of the Group.

Furthermore, legislative changes regarding employee security safety and activity efficiency may require the Group to take swift adaptation measures, make additional investments, and revise internal procedures. While the risk is monitored across the entire Group and is integrated into compliance plans and updates to occupational health and safety procedures, non-compliance with the new regulations could lead to financial costs, reputational risks, and potential interruptions in operational activities.

Additionally, while the Group mitigates this risk through periodic equipment assessments and reviews and investment plans for infrastructure modernisation, the use of protective equipment that does not meet safety standards or outdated technologies may affect employee safety, work productivity, and potentially lead to occupational incidents. This risk is particularly relevant to operational activities in the distribution and technical services sectors, where direct exposure to physical risks is higher.

Failure by the Group to comply with health, security and safety requirements and to follow-up on any deficiencies or the implementation of any action plans or compliance programmes adopted by the regulators may increase the risk of accidents occurring, which could have a detrimental effect on the Issuer's business, results of operations, financial condition and prospects. Any accidents could also result in injuries to and loss of life by employees and contractors of the Group or other persons which, in addition to the above risks, could also subject the Group to civil liability, criminal investigations or proceedings, fines or other sanctions, and requirements to take remedial action. In particular, the Group is currently subject to civil and criminal proceedings arising from two separate fatal accidents involving its employees and contractors. In one case, a civil claim of approximately EUR 3 million has been brought against SERV in connection with a fatal workplace accident, and criminal proceedings for manslaughter relating to the same incident are ongoing. In a separate case, DEER is a defendant in criminal proceedings for manslaughter and is subject to related civil claims totalling approximately RON 10.7 million in connection with a fatal electrocution. The Issuer cannot give any assurance that accidents will not occur or that the preventive measures taken by the Group will be fully effective in all cases. In addition, certain accidents may result from events outside the Group's control, such as fires, floods, earthquakes and other natural disasters.

Physical risks that may affect the Group

Firstly, meteorological damage is a significant acute risk to energy infrastructure with the potential to cause major interruptions in electricity supply. These events include extreme weather phenomena, such as storms, floods, ice freezes or prolonged droughts, which can damage critical power grid equipment such as transmission lines, transformers and distribution stations. In such circumstances, infrastructure can suffer rapid and unpredictable damage, leading to unplanned interruptions in energy supply, which affects both consumers and the stability of the entire energy system. The impact of this acute risk may include significant economic losses, repair costs for damaged equipment and, in some cases, a prolonged period of interruption of services, especially in remote or poorly accessible regions.

Secondly, soil erosion and damage to underground lines represent a chronic risk to energy infrastructure, with a slow but significant impact on the stability and sustainability of the power grid. Soil erosion can compromise the soil integrity in which underground lines are buried, which can lead to their movement or breakage over time. Over time, this chronic risk can cause repeated interruptions of services and impose significant additional costs for repairs and maintenance. Soil erosion, fuelled by factors such as climate change, deforestation or inadequate land management, can accelerate damage to underground infrastructure, making it more vulnerable to extreme weather events or structural changes in land.

Thirdly, the overload of transformers' cooling equipment which can lead to overheating and damage represents a significant risk both acute and chronic, amplified by changes in average annual temperature and heat waves. During periods of extreme heat, high temperatures may overload the cooling systems of transformers, which are not designed to operate under extreme temperatures. These heat waves can cause a rapid rise in the temperature of equipment, which can lead to their failure, power loss and immediate interruptions of power supply. In the long term, gradual changes in the average temperature caused by climate change may reduce the ability of cooling equipment to maintain

transformers at optimal operating temperatures. This continued overload may lead to premature wear of equipment, shortening of its lifetime and increasing maintenance and replacement costs.

Lastly, low energy production due to adverse weather conditions represents a significant risk related to dependence on natural energy sources, especially for renewable systems such as wind and solar energy. This risk can be both acute and chronic depending on the nature of the weather conditions. Extreme weather conditions, such as prolonged droughts, severe storms or wind shortages, can lead to a sudden drop in energy production from natural sources, pressuring distribution systems and increasing the risk of power outages or power outages. For example, wind shortages can significantly reduce wind power production. In the long term, climate change can change weather patterns, leading to greater instability in natural energy resources. This can lead to greater dependence on conventional energy sources (such as those based on fossil fuels), which can contribute to an increase in greenhouse gas emissions and a fall in energy sustainability.

The Issuer faces emerging risks associated with climate change

Climate change, along with businesses' responses to emerging threats, is increasingly scrutinised by governments, regulators, and the public. This scrutiny includes sooner-than-expected physical risks stemming from changing climate and weather patterns, as well as extreme weather-related events. These risks could affect the Issuer, its customer base, and the wider economy through changes in asset prices and the disruption of business activities. The way in which the Issuer assesses and responds to these developments and challenges could lead to higher business costs and reduced asset quality. Additionally, failing to identify and adapt its business to comply with new regulations or evolving expectations could adversely affect the Issuer's business, operations, and assets.

Risks relating to the shareholding of the Issuer

The Romanian State, through the Romanian Ministry of Energy, currently owns 49.785% of the Issuer's shares. As a result, the Romanian Government will continue to exercise a degree of influence over matters requiring shareholder approval, including the election of corporate bodies, payment of dividends, annual budgets and significant corporate transactions and the interests of the Government could conflict with the interests of other shareholders. Past experience indicates the possibility of significant interference by the Romanian Government in the management of companies in which it holds shares. Nevertheless, the Issuer's Articles of Association provide for various limitations (such as majority requirements for decision making and limitations to number of proposals for corporate bodies members) to ensure that the Romanian Government's influence remains limited and other shareholders' rights are protected.

Furthermore, under Romanian privatisation legislation, the share capital of the Issuer shall be increased with the value of the relevant plots of land for which the Issuer obtains the relevant ownership certificates after the date of this Base Prospectus or for which it obtained the certificates before the date of this Base Prospectus but for which it did not yet increase its share capital. Such capital increases will be deemed as in-kind contributions of the Romanian State, and newly issued shares in the Issuer will be allotted to the Romanian State, represented by the Romanian Ministry of Energy. The rest of the Issuer's shareholders will have a preference right to purchase a number of shares that would allow them to maintain their initial shareholding quota. However, if such shareholders do not exercise their preference rights, they will be diluted and if the value of the real estate contributed in kind is large enough, the Romanian State could exceed the threshold of 50% of the total voting rights, which could lead to the exercise of the majority control over the Issuer. In this situation, the application of a legislative package specific to state-owned companies could lead to a significant change in the corporate governance applicable to the Issuer, as well as to other changes in the relationship between the Issuer and its shareholders. At the same time, the potential different interests of the Romanian State and of the other shareholders of the Issuer could generate conflicts and/or prevent the implementation in full, on time and in optimal terms, by the Group, of the business strategy, which could adversely affect the Issuer's business, operational results, financial position and prospects.

The Group's growth and transformation strategy involves uncertainties and operating risks, including project execution risk

The Group's current and future projects, including the construction of power stations and new businesses, may be delayed or less profitable than expected or unsuccessful for numerous reasons, including cost overruns, lower product prices, higher raw material or energy prices, equipment shortages, limited availability of contractors and subcontractors, mechanical difficulties and financial distress situations. These projects will also often require the use of new and advanced technologies which are expensive to develop, purchase and implement and may not function as expected. In addition, the implementation may take more time than reasonably expected and severe weather conditions could impede the Group's development and/or exploration operations and plans for its fields and facilities. Delays in delivery of the Issuer's strategic projects may adversely affect the Issuer's expected market position and therefore deteriorate the return or recovery of the investment. All of these factors may materially and adversely affect the Group's business, financial condition or results of operations.

Risks connected with pandemics

The Romanian economy has been adversely affected by the COVID-19 pandemic and might, in the future, be negatively impacted by any other outbreak of airborne or contact-contagious diseases with human-to-human transmission, similar to the COVID-19 pandemic. The Issuer cannot provide any assurance regarding the occurrence of any contagious disease or predict the related impact on its business.

The potential consequences of any contagious disease that may result in a global, regional, or other economic downturn are uncertain and challenging to evaluate. The Group cannot guarantee that no contagious disease or pandemic will emerge in the future. Any such occurrence, along with any governmental or societal response to a potential pandemic, could have a material adverse effect on the business, cash flows, operational results, and financial condition of the Issuer or any other members of the Group.

Risks relating to geopolitical, social and economic conditions

The economy of Romania is more vulnerable to fluctuations in the global economy than developed markets

The Romanian economy is vulnerable to major global market downturns or economic slowdowns. The impact of global economic developments is often felt more strongly in emerging markets, such as Romania, than it is in more mature markets. As has happened in the past, financial problems or an increase in the perceived risks associated with investing in emerging economies could dampen foreign investment and the Romanian economy could thus face severe liquidity constraints, causing it to, among other things, raise tax rates or impose new taxes, with a negative impact on the Issuer's business, reputation, operational results and financial position.

Romania has undergone substantial political, economic and social change in recent years. As is typical of emerging markets, Romania does not possess the full business, legal and regulatory infrastructure that would generally exist in more mature free market economies. In addition, the tax legislation in Romania is subject to varying interpretations and changes, which can occur frequently.

Moreover, Romania has experienced periods with significant political uncertainty and/or instability, including, most recently, following the annulment and subsequent re-running of the November 2024 presidential election and difficulties in maintaining a stable governing coalition. Continued political instability could hinder policymaking and the implementation of fiscal and structural reforms or contribute to social unrest and street protests, adversely affecting domestic policymaking, economic development and institutional reform, as well as investor confidence in Romania.

The future economic direction of Romania remains largely dependent upon the effectiveness of economic, financial and monetary measures undertaken by the Romanian Government, together with tax, legal, regulatory, and political developments.

Any deterioration in global or Romanian economic conditions, or adverse political, fiscal, monetary, legal or regulatory developments in Romania, could result in, among other things, reduced foreign investment in Romania, increased financing or operating costs for the Group, reduced access to financing or investment, or increased taxation. Any such consequences could have a material adverse effect on the Issuer's business, results of operations and financial position.

Potential risks stemming from economic downturn in Romania

The Issuer and the Group's income is closely tied to Romania's economic health. Romania is currently undergoing significant fiscal consolidation against a backdrop of subdued economic growth, elevated inflation and significant fiscal and current account deficits (*Source: IMF Romania: 2025 Article IV Consultation (14 November 2025*)). Any shifts in the economic landscape, regulatory frameworks, administrative decisions, or policies enacted by the Romanian Government, alongside political or economic shifts within the country (including possible alterations to Romania's credit ratings), could substantially influence Romania's economy. If Romania faces an economic recession, consumer spending would likely decrease, which could lead to reduced electricity demand, resulting in lower revenue and profitability for the Group. Changes in tax policies or environmental regulations could increase operational costs, thereby affecting the Group's financial performance. Political instability or changes in government leadership could result in unpredictable shifts in policy and governance, creating an uncertain business environment. Such instability might deter investment and disrupt the Group's strategic initiatives. Such changes, which fall beyond the control of the Issuer, could in turn have a profound negative impact on the Group's business, operational outcomes, and financial standing.

Potential risks stemming from a downgrade of Romania's credit ratings by an international rating agency

The long-term foreign and domestic currency debt of Romania is currently rated BBB-(negative outlook) by S&P, Baa3 (negative outlook) by Moody’s and BBB- (negative outlook) by Fitch. Any adverse revisions to Romania’s credit ratings for domestic or international debt by these or similar international rating agencies may materially adversely impact the Group’s ability to raise additional financing and the interest rates and other commercial terms under which such additional financing is available. This could hamper the Group’s ability to obtain financing for capital expenditures and to refinance or service its indebtedness, which could in turn have a profound negative impact on the Group's business, operational outcomes, and financial standing.

Risks associated with the development of global conflicts

Russia initiated its invasion of Ukraine on 24 February 2022, targeting critical military and civilian infrastructure across the nation. As of the date of this Base Prospectus, predicting the complete and overall impact of the ongoing military conflict between Russia and Ukraine on the Issuer's operations remains challenging. The continuation of this conflict could lead to numerous possible scenarios for the Group. Although Romania is a North Atlantic Treaty Organisation (NATO) member, any further escalation of the conflict poses a significant risk of physical damage to assets and subsequent financing difficulties. Energy supply infrastructure is often a primary target in military conflicts. Hence, if the conflict escalates towards western territories, certain assets of the Group may become targets of the Russian armed forces.

As a result of the invasion, the EU, EU member states, Canada, Japan, the UK and the U.S., among others, have announced and implemented sanctions on Russia and Belarus and export-control measure packages. The introduction of further sanctions could result in adverse reactions from Russia, such as disruption of electricity supplies to the EU and the increase of the electricity sale price.

Furthermore, the Russia-Ukraine conflict has disrupted energy markets, leading to price volatility and energy insecurity globally. Nations are rapidly adjusting their energy strategies to reflect new geopolitical realities and address the need for affordable energy. Energy prices increased significantly from the second half of 2021 and

reached historically high levels following Russia's invasion of Ukraine in 2022 and the resulting disruption to Russian energy supplies to Europe.

While the Group does not own subsidiaries and affiliated entities in Ukraine and its energy purchases are made predominantly on the domestic market, the availability, origin and delivery of resources may be influenced by the dynamics of the conflict in the region and the surge in energy prices and rising financing costs could negatively impact the Group's profitability and financing requirements.

In addition to the ongoing Russia-Ukraine conflict, conflicts in the Middle East including the conflict between Hamas and Israel, which commenced on 7 October 2023, and the ongoing conflict between Iran, the United States and Israel, which commenced briefly in 2025 and resumed on 28 February 2026 and which has caused widespread disruption to shipping routes as a result of closures or blockades of the Strait of Hormuz, may lead to further escalation in the Middle East along with a rise in oil and natural gas prices and general market volatility. Furthermore, any escalation of these conflicts could result in further instability or a deterioration in the overall political and economic situation in the global economy and energy markets, which may in turn adversely affect the Issuer's business, results of operations or financial condition.

Although the length, impact and outcome of the ongoing conflict in the Middle East and the war in Ukraine is highly unpredictable, such conflicts (including, in respect of the war in Ukraine, the imposition of sanctions as well as Russian counter-sanctions) could lead to significant market disruption, including significant volatility in commodity and energy prices, international credit and capital markets and asset prices, supply chain interruption and deteriorating financing conditions. This may impact the Group in terms of access to, and cost of, funding. Any material increase in electricity or natural gas market prices may also result in new taxes or mandatory caps on energy prices being imposed on the Group in an effort to protect electricity and natural gas consumers.

Corruption could create a difficult business climate in Romania

Corruption is one of the main risks confronting companies with business operations in Romania. International and local media, as well as international organisations, have issued numerous alerting reports on the level of corruption.

For example, the Transparency International Corruption Perceptions Index, which evaluates data on corruption in countries throughout the world and ranks countries from 0 (most corrupt) to 100 (least corrupt), ranked Romania 70 out of 182 countries with a score of 45 (a one point decrease compared to 2024) (*Source: Transparency Corruption Perceptions Index 2025*).

Corruption has been reported to affect the judicial systems and some of the regulatory and administrative bodies in Romania, which may be relevant for the Issuer's business. Although the Group has established and maintains policies and controls to prevent it, it is difficult to predict all of the effects of corruption on the Group's operations and it can, among other things, slow down approvals of regulatory permits and licences needed to conduct the business. Therefore, corruption could have an adverse effect on the Issuer's business, prospects, operational results or financial position.

The Romanian Leu can be subject to high volatility

The Romanian Leu is subject to a managed-variable exchange rate regime, whereby its value against foreign currencies is determined in the interbank foreign exchange market. The monetary policy of the NBR is inflation-targeting. The managed-variable exchange rate regime is in line with using inflation targets as a nominal anchor for monetary policy and allowing for a flexible policy response to unpredicted shocks likely to affect the economy. The NBR does not target any level or range for the exchange rate. The ability of the NBR to limit volatility of the Romanian Leu is contingent on a number of economic and political factors, including the availability of foreign currency reserves and foreign direct investment inflows, as well as developments in market sentiment and investors' risk aversion.

Any changes to global investors' perceptions of Romanian or global economic prospects may lead to further depreciation of the Romanian Leu. A significant depreciation of the Romanian Leu could adversely affect the country's economic and financial position (see also "*The Issuer and the Group are exposed to foreign currency risks*"). Any higher than expected inflation resulting from the depreciation of the Romanian Leu could lead to a reduction in customer purchasing power and erosion of customer confidence, which may have a material adverse effect on the Issuer's business, operational results and financial position.

Risks associated with changes in the EU's energy policy and accelerated market shift towards renewable energy sources

The electricity generation industry in Europe is significantly influenced by the EU's policy to increase the share of electricity generated by renewable energy sources. This policy was introduced in 2008 by the EU Climate and Energy Package and later amended in 2019 by a set of provisions known as the Clean Energy for All Europeans, or the Winter Package ("**Winter Package**").

The Winter Package comprises several directives, regulations, and decisions that may substantially impact the energy sector and the Group. It aims to achieve three primary goals: prioritising energy efficiency, establishing the EU as a global leader in renewable energy and ensuring fair conditions for consumers. Due to economic incentives, the Group is essentially obliged to incorporate the Winter Package into its strategy. The Winter Package raises the required share of renewable energy sources from 20% in 2020 to 32% in 2030 and sets the energy efficiency target to at least 32.5% by 2030. These targets aim to accomplish a low-carbon economy and reduce emissions in line with EU targets of a 55% reduction by 2030 and achieving climate neutrality (net-zero emissions) by 2050.

In late 2019, the European Commission introduced the European Green Deal, which aims to cut the EU's greenhouse gas emissions by 55% from 1990 levels by 2030, known as the Fit for 55 package ("**Fit for 55**"). This package was updated in 2023 when the EU Commission proposed heightened ambitions for renewable energy and energy efficiency in response to Russia's invasion of Ukraine and to enhance Europe's energy security. In November 2023, the revised Renewable Energy Directive came into force, aiming to increase the share of renewables in the EU's overall energy consumption, setting a binding target of 42.5% for 2030, with an aspiration to reach 45%. This legislation aims to almost double the current share of renewable energy in the EU. In Romania, RED III has been partially transposed, including through GEO No. 59/2025, which amended the national legal framework for the promotion of renewable energy and introduced, among other things, measures relating to renewable acceleration areas, dedicated areas for grid and storage infrastructure, the streamlining of permitting procedures and maximum permitting periods for certain renewable energy projects. The implementation of certain RED III requirements in Romania is, however, ongoing. The stricter Fit for 55 targets and associated tools are designed to foster decarbonisation and electrification. The rising cost of carbon emissions may impact all natural gas-related activities of the Group while network activities may be affected by changes in energy consumption patterns, such as reduced natural gas use and increased electricity use.

The implementation of the Winter Package targets and other EU energy policies, including RED III, or any amendments to these targets and regulations, could materially adversely affect the Group's business, results of operations, and financial condition. Support for renewable sources may lower energy prices, limit production time and quantity, and reduce the stability of the distribution grid, affecting the profitability of the Issuer's distribution services and potentially further decreasing the Issuer's market share. Moreover, these changes involve an acceleration of energy efficiency measures in industry, buildings and transport, which are relevant to the Group's activity. In addition, significant emphasis is placed on increasing funding for building renovation and the implementation of more energy-efficient solutions, including lighting modernisation, heating and cooling systems, as well as improving insulation. For the Group, these requirements require the continued updating of infrastructure and adaptation to the new standards, in particular in the case of the development of new grids or the expansion of business lines, such as renewable energy production. Non-compliance with these obligations could lead to additional costs, operational restrictions and the need for significant investments to align with the new requirements.

Changes in the legislation on energy procurement represent a significant political and regulatory risk for the Group, with a direct impact on operational costs and compliance obligations. Against the background of the European Union's strategy to reduce the dependence on fossil fuels, measures such as the REPowerEU pillars and energy market reform bring changes to purchasing, contracting and price mechanisms. For example, the transition to PPAs and the reduction in exposure to market volatility may influence the Group's supply strategy. In addition, the introduction of possible additional charges on fossil fuels and the revision of conventional energy subsidy schemes may lead to higher costs of purchasing natural gas and thus to the need for a reassessment of the energy portfolio. Furthermore, in January 2026, the EU adopted Regulation (EU) 2026/261 providing for the progressive phase-out of imports of Russian pipeline gas and liquefied natural gas ("**LNG**"). The prohibition regime started to apply on 18 March 2026, subject to transitional arrangements for existing contracts, with the full prohibition applying to Russian LNG imports from the beginning of 2027 and to Russian pipeline gas imports from autumn 2027. Although Romania is comparatively less dependent on imported natural gas than certain other EU member states, these measures may affect European gas availability, sourcing patterns and prices and, consequently, the Group's procurement costs and supply strategy.

A significant financial transition risk for the Group is the increase in carbon prices, directly linked to decarbonisation policies and increasingly stringent greenhouse gas regulation at European level. The 2023 revisions to the EU ETS introduced a new emissions trading system, ETS2, separate from the existing EU ETS. ETS2 targets CO2 emissions from fuel combustion in buildings, road transport, and other smaller sectors not covered by the current EU ETS. This new system supports the European Green Deal by helping EU member states meet their emission reduction targets under the Effort Sharing Regulation, addressing the insufficient reductions in these sectors to achieve the EU's 2050 climate neutrality goal. ETS2 is currently expected to become fully operational in 2028, and will function as a 'cap and trade' system, with fuel suppliers, rather than end consumers, monitoring and reporting emissions, surrendering sufficient allowances at auctions to cover their emissions. The ETS2 cap aims to reduce emissions by 42% by 2030 compared to 2005 levels. All allowances are expected to be auctioned, with a portion of the revenues directed to the Social Climate Fund to support vulnerable households and micro-enterprises. Member States must use the remaining revenues for climate action and social measures, reporting on their expenditures.

As emissions pricing mechanisms, such as EU ETS and ETS2, become more restrictive, the costs associated with emission allowances will increase, with an indirect impact on operational expenditure. This risk may influence the price of energy supplied and requires mitigation strategies, including investments in low-emission energy sources and improved energy efficiency of infrastructure. Although the Group is not currently directly subject to the EU ETS, the impact of increased carbon prices can be felt in its supply chain. Energy suppliers, which are impacted by this mechanism, pass on the additional costs to the Group in part, thus influencing purchase prices and consequently the relevant cost structure. This transitional financial risk highlights the importance of a proactive strategy to reduce dependence on high emission sources and diversify the energy portfolio through sustainable solutions.

Adapting to new legislative requirements may necessitate significant investments in modernising the distribution infrastructure, integrating renewable sources, and implementing technological solutions that support emissions reduction. These adjustments may generate additional costs and influence the Group's cash flows. There is also the risk of financial sanctions and reputational impact if the Group does not develop an efficient energy transition plan, which can affect investor relations and access to financing. Moreover, the energy transition involves a change in consumption patterns, which may create uncertainties regarding the evolution of electricity demand, influencing the Group's commercial strategy and future investments.

Risks associated with the volatile economic environment

The global economic environment is characterised by significant uncertainties and volatility, which may adversely affect market conditions, as well as the value, liquidity, and creditworthiness of the Issuer. Various factors such as the COVID-19 pandemic, the Russia-Ukraine conflict, the Middle East Conflict, changes in U.S. tariff and trade policies and reactionary measures in response and other countries' responses thereto and other geopolitical tensions, developments in sanctions, inflation, complex customs procedures, environmental issues, and other events have had

and may continue to have a material negative impact on economic growth, financial stability, and market confidence across different regions and countries. Any deterioration in the economic environment or disruption or volatility in the financial markets may lead to a default or delay in payment by the Issuer or a downgrade or withdrawal of the Issuer's ratings. Furthermore, any changes in political or economic stability, along with any political, economic, regulatory, or administrative developments in Romania or the region, which are beyond the Issuer's control, could have a material adverse effect on its business, operating results, and financial condition. Lastly, any future state of emergency caused by pandemics, the Russia-Ukraine conflict, an escalation of the conflict in the Middle East or other events may create legal uncertainty and instability for businesses, as they may face sudden changes in regulations without parliamentary oversight or judicial review, which may have an impact on the operation of the Group.

Risks relating to governmental regulations and laws

The legal framework in Romania continues to evolve, which may create a volatile environment for business activities and investments

The uncertainties associated with the Romanian legal and judicial system could negatively impact the economy, thereby fostering an unpredictable climate for investment and commercial operations. Compared to more advanced jurisdictions, the court system remains underfunded. Romania's legal system has experienced significant transformations in recent years due to its EU membership and general alignment with countries possessing more developed legal systems. Often, the interpretation and procedural safeguards of the new legal and regulatory frameworks are still in development, potentially leading to the enactment of new laws, modifications to existing laws, inconsistent application of current laws and regulations, and ambiguity regarding the implementation and impact of new legal provisions. In civil law jurisdictions like Romania, judicial decisions typically have limited or no precedential weight, meaning that courts may not be obliged to follow prior rulings made under similar circumstances, which can result in inconsistent application of legislation to resolve similar disputes. Additionally, in certain instances, obtaining legal remedies specified under relevant laws and regulations may not be feasible within a reasonable timeframe or at all.

The system's credibility may be jeopardised by concerns about the integrity of public servants and officials, as well as by high-profile corruption cases. Measures to counteract such risks, including ex-ante verification of conflicts of interest in the awarding of public procurement contracts, have been implemented. Improvements in court practices concerning the indictments and convictions of influential political figures, magistrates, and public personalities have also taken place.

A lack of legal certainty or the inability to secure effective legal remedies in a timely manner, coupled with any of the aforementioned issues affecting Romania's legal system, may have a significant adverse impact on the Group's business, financial condition, prospects, and operational results.

Members of the Group may be subject to fines, awards of damages or other penalties arising from legal proceedings, contractual claims and other disputes, as well as negative publicity arising therefrom

In the context of their day-to-day operations, members of the Group are exposed to litigation risks, contractual claims and other disputes. Such proceedings and disputes may arise, among other things, in connection with contractual relationships with customers, suppliers, contractors and other counterparties, competitors, fiscal and/or regulatory authorities, the Group's operations and regulatory obligations, employment matters and health and safety incidents. Members of the Group are currently involved in a number of legal proceedings. For more information, see "*Description of the Issuer and of the Group – Legal Proceedings*".

An adverse outcome of such proceedings, claims or disputes could result in members of the Group being required to pay damages, fines, penalties or settlement amounts, being subject to potential criminal charges (e.g. if deemed in breach of health and safety requirements leading to injury or death), or being subject to other sanctions or remedial

measures, as well as any adverse publicity that it may attract. Irrespective of their outcome, such proceedings, claims or disputes may also result in significant legal and other costs, divert management time and resources from the Group's operations and cause operational disruption. As a result, any such litigation, complaints, contractual claims, or adverse publicity could have an adverse effect on the Group's business, reputation, operational results and financial position.

The Group is subject to specific regulatory requirements and is required to maintain licences and permits in force, and may be exposed to significant liabilities if it fails to maintain such licences and permits or comply with regulatory requirements

The energy markets in which the Group operates are regulated by Romanian, European, and other non-EU third country legislation. The applicable regulatory framework is subject to change and its interpretation and application by competent authorities may evolve over time. Changes in applicable laws and regulations, or in their interpretation or implementation, may affect the manner in which the Group conducts its business, require changes to its strategy or operations, increase its capital expenditure or operating costs, or adversely affect its revenues and operating margins. This risk is illustrated by regulatory developments in the Romanian energy sector in recent years, including measures affecting energy prices, supplier margins and other elements of the electricity and natural gas markets. For more information, please see "*Changes in regulations or government policies, particularly as a result of increased governmental intervention in the electricity market, could materially and adversely affect the Group's business*" above.

At Group level, compliance risk, which includes the two components (legal and regulatory), has been identified as the risk of the emergence of unpredictable primary and/or secondary regulations with immediate application. There is also the risk that changes in the regulatory environment affect the strategy, operations and financial results of the Issuer and its subsidiaries, defining new directions and new compliance requirements that the companies in the Group will have to comply with.

The Group is subject to various regulatory requirements governing the operation and maintenance of its distribution network, the establishment and operation of energy production capacities, as well as the operation of its electricity and gas supply segment. The Group's activities require licences, permits and authorisations, which may be subject to periodic renewal or review and impose obligations on the Group, including requirements relating to service quality and reporting to ANRE. If the Group is unable to comply with and/or renew such licences or permits, or if material changes to its licences or permits are imposed that require significant expenditure, the Group's business could be adversely affected. Violations of laws and regulations applicable to the Group, or breaches of any conditions of the Group's licences, permits or authorisations, may result in fines or legal or administrative proceedings being commenced against members of the Group or other sanctions (such as suspension and/or withdrawal of the relevant licences).

In addition, the regulatory framework applicable to the supply of electricity and natural gas in Romania has undergone significant changes in recent years, including the introduction and subsequent removal of electricity price caps under GEO No. 27/2022 (which expired on 30 June 2025) and the extension of the natural gas price cap for household customers until 31 March 2027 pursuant to GEO No. 12/2026. The Group is also subject to an evolving body of Romanian and EU legislation and regulation, including in relation to renewable energy and cybersecurity and fluorinated greenhouse gases. Recent developments include GEO No. 59/2025 transposing Directive (EU) 2023/2413, Directive (EU) 2022/2555 ("**NIS2**"), as transposed into Romanian law by GEO No. 155/2024, and Regulation (EU) 2024/573 on fluorinated greenhouse gases, which introduces restrictions relevant to the use of SF_6 in certain electrical switchgear. Compliance with these and other existing or future regulatory requirements may require the Group to modify its operations, systems or infrastructure, replace or procure equipment, implement additional cybersecurity or other control measures and incur additional capital expenditure, operating costs or compliance expenses. The amount and timing of such expenditure will depend on, among other things, the implementation and interpretation of the relevant requirements and the extent to which the Group's assets and activities are affected and cannot currently be quantified with certainty.

The Group may not at all times fully comply with laws and regulations applicable to it and it is possible that its compliance costs may exceed the amount that the Group has budgeted for in respect of its future capital and operating expenditures. This will be particularly true if any of the laws or regulations that materially affect the Group's operations change or become more stringent, if their interpretation or enforcement changes, or if new laws that materially affect the Group's operations are introduced. Any failure by the Group to comply with applicable regulatory requirements, any material increase in the costs associated with compliance, or the suspension, withdrawal or non-renewal of any material licence, permit or authorisation could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group may fail to comply with ESG standards and expectations, while at the same time, compliance therewith may pose challenges to its business

The Group is dedicated to operating its business responsibly and sustainably, adhering to the ESG standards expected by its stakeholders, including customers, investors, regulators, employees, and communities. However, the Group functions in a complex and ever-changing environment where ESG standards can vary across different markets, sectors, and stakeholders, and evolve over time. The ESG regulatory landscape has seen rapid changes recently, introducing new initiatives such as the carbon border adjustment mechanism and the introduction of the Corporate Sustainability Reporting Directive (EU) 2022/2464 and the European Sustainability Reporting Standards. The EU's ESG regulatory framework is also continuously evolving.

The Group may encounter risks of non-compliance with applicable ESG laws, regulations, policies, standards, or best practices, or may fail to meet stakeholder expectations, potentially leading to legal, regulatory, reputational, operational, or financial repercussions, such as fines, sanctions, litigation, loss of contracts, customer dissatisfaction, employee turnover, negative media coverage, reduced access to capital, or increased capital costs.

Furthermore, the Group may face difficulties in implementing and maintaining effective ESG policies, systems, processes, controls, and reporting mechanisms, as well as in measuring and communicating its ESG performance and impact, which could require significant costs, resources, and efforts.

The Group may not be able to foresee, prevent, mitigate, or manage all ESG risks and challenges encountered, nor capture all ESG opportunities and benefits sought, which could negatively impact its business, financial condition, operational results, and future prospects.

Furthermore, data, methodologies and industry standards for measuring and assessing climate and other environmental risks are still evolving or, in certain cases, are not yet available. Consequently, the Issuer, in line with the wider industry, is heavily reliant on proxy estimates and/or proprietary approaches for risk assessment and modelling and for the Issuer's climate and environmental risk management disclosures. The high degree of uncertainty that this creates increases the risk that third parties may assert that the Group's sustainability-related disclosures constitute greenwashing. In addition to the reputational risks associated with such allegations, competent supervisory authorities and law enforcement agencies may commence investigations based on such allegations.

The Group may be exposed to personal data leakages and breaches or other information security incidents

The Group collects, stores, and uses commercial or personal data related to, among others, customers, end users, employees and contractual partners representatives, including through digital platforms used in connection with the Group's customer relationships. Such data and information are subject to applicable contractual, national and European legal protection, including the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**"). While the Group seeks to apply precautionary measures with the view to protecting such data and information in line with the applicable legal requirements, the Group may experience personal data breaches, unauthorised access to, loss or disclosure of data or other information security incidents, or may otherwise fail to comply with applicable data protection and privacy requirements. Such data breaches, unauthorised access and

information security incidents are increasingly the result of professional cybercriminals utilising machine learning and AI to carry out more sophisticated and scalable attacks, including phishing, social engineering and impersonation attacks (for more information see "*The Issuer and the Group face cyber risk in the routine conduct of their operations*" below). In addition, such incidents may have already occurred or may occur without being promptly detected or identified by the Group.

In addition, as industry participants are increasingly incorporating artificial intelligence ("**AI**") into their processes and systems, the risk of data and information leaks, as well as manipulation of such models or input data, is correspondingly increasing. The Group or the Group's customers' sensitive, proprietary, or confidential information could be leaked, disclosed, or revealed as a result of or in connection with the Group or the Group's third-party providers' use of generative or other AI technologies. Any such information that the Group inputs into a third-party generative or other AI or machine learning platform could be revealed to others, including if information is used to train the third party's AI models. Additionally, where an AI model ingests personal information and makes connections using such data, those technologies may reveal other sensitive, proprietary, or confidential information generated by the model. The Issuer has commenced the necessary steps to ultimately be certified under ISO 42001, the international standard for an Artificial Intelligence Management System.

The Group conducts periodic tests to detect potential threats to privacy, such as unauthorised access or data leaks, through direct consultations with consumers and IT and data protection experts and has implemented a series of technical and organisational measures to ensure that data is securely processed. However, there can be no assurance that such measures will be sufficient to prevent all personal data breaches, unauthorised access, data loss or disclosure, or other information security incidents. The GDPR does not specifically state which technical and organisational measures should be put in place by a controller, but it sets a relatively high standard for security measures, which should be designed and implemented in order to avoid personal data breaches. The GDPR states that a controller can be subject to a fine not only for the existence of a data breach, but also for breaching its obligation to implement appropriate measures in relation to handling the privacy and security risks.

Breaches of data protection legislation in any of the Group entities may trigger fines upon the entire Group (which may be up to 4% of the annual worldwide turnover of the Group or EUR 20 million whichever is higher), indemnification claims, prosecution of employees and managers, damages to reputation and customer churn, with a potential material adverse effect on the business, prospects, results of operations and the financial position of the Group.

The Issuer and the Group face cyber risk in the routine conduct of their operations

The professionalisation of cybercriminals and their financing (which facilitates their adoption of emerging technologies and techniques, such as machine learning and AI), is leading to an increase in the sophistication of cybercrime and the use of automated attack tactics that reduce the time frame that cyber-defence teams have to protect a company's digital assets. The energy sector is a prime target for cyber-criminals aiming to exploit industrial control systems environments. There is a notable uptick in attacks against industrial control systems as cyber-criminals with a particular focus on energy entities continue to be active and adapt their tactics. The Group's exposure includes cyber risk events that jeopardise information security, such as cyber-attacks, data leaks, malware intrusions, virus attacks, webpage assaults, or attacks on specialised application types. These events could lead to financial losses, operational disruptions, or tarnish the Group's reputation due to failures in its IT systems. Such risks may originate from government agencies, organised crime syndicates, or disgruntled employees, who have the potential to compromise the Group's industrial network and process control network. This would impact the confidentiality, integrity, and availability of systems, disrupting processes and causing significant harm to the Group's reputation and operations.

In recent years, the regulatory framework applicable to cybersecurity in the energy sector has also become more stringent. NIS2 has been transposed into Romanian law through GEO No. 155/2024, as subsequently approved and amended by Law No. 124/2025. The Romanian NIS2 framework applies, among others, to entities operating in the

electricity sector, including electricity suppliers and distribution system operators, and imposes requirements relating to cybersecurity risk management, governance and incident reporting. In response, the Group updated its risk management procedure in December 2025 to integrate NIS2 requirements, and the Group's governance framework has been updated to designate the Audit and Risk Committee as the body responsible for monitoring IT, AI and cybersecurity risks and making recommendations to the Board. Compliance with these and other requirements may require the Group to make additional investments and dedicate additional management and other resources, and any failure to comply with such requirements may expose members of the Group to supervisory or enforcement measures and other liabilities.

Failure to comply with the NIS2 framework may expose the Group to significant sanctions and liabilities. Under the Romanian transposition of NIS2 (GEO No. 155/2024, as approved and amended by Law No. 124/2025), essential entities may be subject to administrative fines of up to the higher of EUR 10,000,000 (RON equivalent) or 2% of total worldwide annual turnover, while important entities may face fines of up to the higher of EUR 7,000,000 (RON equivalent) or 1.4% of total worldwide annual turnover. The competent national authority may carry out audits and inspections, issue binding instructions and, in the case of essential entities, temporarily suspend relevant certifications or authorisations or request the temporary prohibition of the exercise of managerial functions. In addition, the framework imposes strict incident notification deadlines (including an early warning within 24 hours and an incident notification within 72 hours of becoming aware of a significant incident), and members of the management bodies may be held liable for infringements of cybersecurity risk-management obligations. Any failure by the Group to implement the required cybersecurity risk-management measures, to report incidents within the prescribed deadlines or to adequately oversee the security of its supply chain could result in enforcement measures, fines, reputational damage and increased compliance costs, which could have a material adverse effect on the Group’s business, results of operations and financial position.

The growth of cyber threats also requires significant investment in advanced security solutions. Implementing robust cybersecurity measures such as multi-factor authentication, advanced AI threat detection, and regulated vulnerability testing will help protect critical information. The development of training and awareness programs for employees will include quarterly training sessions and cyber-attack simulations, aimed at improving the organisation's response to possible security incidents. In particular, in 2025, the first cyber risk simulations and the first assessments of critical infrastructures were carried out by the Group.

To safeguard against cyber security incidents or breaches, the Group has enacted a variety of policies, procedures and controls designed to protect its information and systems, and to facilitate detection, response and recovery from such incidents. Nonetheless, the Issuer cannot guarantee the sufficiency or effectiveness of these cyber security measures in preventing or mitigating all cyber security incidents or breaches, especially given the heightened cyber security risks due to the Russia-Ukraine conflict.

In 2026, the Group has continued to strengthen its cybersecurity posture through a defence-in-depth programme covering both its corporate IT and operational technology environments. Measures implemented include multi-factor authentication for remote and privileged access, endpoint detection and response solutions deployed across the Group’s workstation and server estate, centralised security monitoring through a security information and event management platform, privileged access management controls, network segmentation between IT and OT environments, periodic vulnerability assessments and penetration testing, and cybersecurity requirements embedded in supplier contracts in line with NIS2 supply-chain security obligations. The Group also conducts regular employee awareness training, phishing simulations and cyber incident response exercises, and has carried out assessments of its critical infrastructure. Notwithstanding these measures, no assurance can be given that they will be sufficient to prevent or mitigate all cybersecurity incidents or breaches.

While the Group persistently monitors the external regulatory landscape concerning data privacy, network security, and elements of national critical infrastructure, it cannot assure the efficacy of these policies and procedures in completely eliminating cyber risk or potential losses stemming from such risks.

Risks relating to a particular structure of Notes

A wide range of Notes may be issued under the Programme and some Notes may have features which contain particular risks for potential investors. Set out below is a description of certain risks relating to particular structures of Notes:

Holders may not require the redemption of the Notes prior to their maturity

Save where the relevant Final Terms specify that a Put Option is applicable, the Issuer is under no obligation to redeem Notes at any time prior to their stated Maturity Date and the Holders of such Notes have no right to require the Issuer to redeem or purchase such Notes at any time. Holders may not be able to sell such Notes in the secondary market (if at all) at a price equal to or higher than the price at which they purchased their Notes. Accordingly, investors in such Notes should be prepared to hold their Notes for a significant period of time.

The Notes may be subject to early redemption at the option of the Issuer upon the occurrence of certain events

An optional redemption feature is likely to limit the market value of such Notes. During any period when the Issuer may elect to redeem the Notes or there is a perception that the Issuer is able to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. Further, during periods when there is an increased likelihood, or perceived increased likelihood, that such Notes will be redeemed early, the market value of the Notes may be adversely affected.

If the Issuer redeems such Notes in any of the circumstances mentioned above, there is a risk that the Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Notes or when prevailing interest rates may be relatively low, in which latter case Holders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

It is not possible to predict whether the events referred to above will occur and lead to circumstances in which the Issuer may elect to redeem such Notes, and if so whether the Issuer will satisfy the conditions, or elect, to redeem the Notes. The Issuer may be more likely to exercise its option to redeem the Notes if the Issuer's funding costs would be lower than the prevailing interest rate payable in respect of the Notes. If such Notes are so redeemed, there can be no assurance that Holders will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investment in the Notes.

The Issuer may exercise a Clean-Up Call Option to redeem Notes prior to maturity in certain circumstances

Where the relevant Final Terms specify that a Clean-Up Call Option is applicable, the Issuer may, at its option, redeem all (but not some only) of the relevant Notes if the Clean-Up Call Minimum Percentage (or more) of the principal amount outstanding of a Series of Notes has been redeemed or purchased and subsequently cancelled at their principal amount or the amount specified in the relevant Final Terms together with accrued interest (if any) thereon.

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest rate may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower overall interest return for

Noteholders. If the Notes are converted from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than the prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Notes are converted from a floating rate to a fixed rate, the fixed rate in such circumstances may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Market disruption

In certain situations, interest on Notes is determined by reference to market information sources. Such market information sources might become unavailable for various reasons, including suspensions or limitations on trading, events which affect or impair the ability of market participants in general, or early closure of market institutions. These could be caused by, among other things, physical threats to the publishers of the market information sources, market institutions or market participants in general, or unusual trading, or matters such as currency changes.

In respect of a Floating Rate Note, a Fixed/Floating Rate Note (where the Rate of Interest is to be determined by reference to a screen rate, such as the euro interbank offered rate ("**EURIBOR**")), if such Reference Rate does not appear on the relevant screen page or if the relevant screen page is not available for any reason, the Issuer will request appropriate quotations and advise them to the Calculation Agent, for the purposes of determining the applicable Rate of Interest. However, there can be no assurance that the Issuer will be able to obtain such quotations. Condition 6 (*Floating Rate Note Provisions*) sets out fallback provisions if fewer than the requisite number of quotations are obtained.

The regulation and reform of benchmarks may adversely affect the value of Notes linked to or referencing such "benchmarks"

Benchmark Reform

Reference rates and indices, including interest rate benchmarks which are deemed to be "benchmarks" (including EURIBOR), are subject to national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark. The Benchmark Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU-supervised entities (such as the Issuer) of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmark Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Fallbacks under the Conditions of the Notes

The Conditions also provide for certain fallback arrangements in the event that a Benchmark Event occurs. The Issuer may, after appointing and consulting with an Independent Adviser, determine a Successor Rate or, failing which, an Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative

Rate may result in the Notes performing differently (including paying a lower rate of interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate is determined, the Conditions provide that the Issuer may vary the Conditions, as necessary, to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined, the Conditions also provide that an Adjustment Spread will be determined to be applied to such Successor Rate or Alternative Rate. Accordingly, while any Adjustment Spread may be expected to be designed to eliminate, to the fullest extent reasonably practicable in the circumstances, or minimise any potential transfer of value between counterparties, the application of the Adjustment Spread to the Notes may not do so and may result in the Notes performing differently (which may include payment of a lower interest rate) than they would do if the Original Reference Rate were to continue to apply. However, there is no guarantee that such an Adjustment Spread will be determined or applied, or that the application of an Adjustment Spread will either reduce or eliminate economic prejudice to Noteholders.

If, following the occurrence of a Benchmark Event no Successor Rate or Alternative Rate is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page.

Such a determination may result in the Notes performing differently than would otherwise have been the case prior to the Benchmark Event and there is a risk that the relevant fallback provisions may not operate as intended at the relevant time. Moreover, any of the above matters or any other significant change to the setting or existence of the Original Reference Rate could adversely affect the ability of the Issuer to meet its obligations under the Notes and could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes.

The market continues to develop in relation to near risk-free rates (including overnight rates) which are possible reference rates for the Notes

Investors should be aware that the market continues to develop in relation to near risk-free rates ("**risk-free rates**"), such as the Secured Overnight Financing Rate ("**SOFR**") and the euro short-term rate ("**€STR**"), as reference rates in the capital markets for U.S. Dollar and euro bonds, respectively, and their adoption as alternatives to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted.

In addition, market participants and relevant working groups have been working together to design alternative reference rates based on risk-free rates, including applying term versions of certain risk-free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates. The market or a significant part thereof may over time adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to the Notes that reference such risk-free rates issued under this Programme. If the relevant risk-free rates do not prove to be widely used in securities such as the Notes, the trading price of such Notes linked to such risk-free rates may be lower than those of Notes referencing rates that are more widely used. The Issuer may in the future also issue Notes referencing SOFR, SOFR Compounded Index or €STR that differ materially in terms of interest determination when compared with any previous SOFR, SOFR Compounded Index or €STR referenced Notes issued by it under this Programme. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

In particular, investors should be aware that several different methodologies have been used in notes linked to such risk-free rates issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Conditions, will gain widespread market acceptance. In addition, the methodology for determining any overnight rate index used to determine the Rate of Interest in respect of certain Notes could change during the life of such Notes.

Notes referencing risk-free rates may also have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities referencing such risk-free rates, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Certain administrators of risk-free rates have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain risk-free rates. Investors should not rely on hypothetical or actual historical performance data as an indicator of the future performance of such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SOFR, SOFR Compounded Index or €STR.

Risk-free rates differ from interbank offered rates in a number of material respects

Risk-free rates may differ from interbank offered rates in a number of material respects, including (without limitation) by being backwards-looking in most cases, calculated on a compounded or weighted average basis, risk-free, overnight rates and, in the case of SOFR, secured, whereas such interbank offered rates are generally expressed on the basis of a forward-looking term, are unsecured and include a risk-element based on interbank lending. As such, investors should be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates for the Notes. Furthermore, SOFR is a secured rate that represents overnight secured funding transactions, and therefore will perform differently over time to an unsecured rate. For example, since publication of SOFR began on 3 April 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

Risk-free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future. Investors should not rely on historical performance data as an indicator of the future performance of such risk-free rates nor should they rely on any hypothetical data.

Furthermore, interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk-free rates to reliably estimate the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to the Notes linked to interbank offered rates,

if the Notes referencing backwards-looking SOFR or €STR become due and payable under Condition 14 (*Events of Default*) or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

Administrators of SOFR or €STR may make changes that could change the value of SOFR or €STR or discontinue SOFR or €STR respectively

The Federal Reserve Bank of New York or the European Central Bank (or their successors) as administrators of SOFR (and SOFR Compounded Index) or €STR, respectively, may make methodological or other changes that could change the value of these risk-free rates and/or indices, including changes related to the method by which such rates and/or indices are calculated, eligibility criteria applicable to the transactions used to calculate such rates and/or indices, or timing related to the publication of SOFR, SOFR Compounded Index or €STR. In addition, an administrator may alter, discontinue or suspend calculation or dissemination of SOFR, SOFR Compounded Index or €STR, in which case a fallback method of determining the interest rate on the Notes will apply in accordance with the Conditions. An administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

Notes where denominations involve integral multiples

In relation to any issue of Notes that have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case, a Holder who (as a result of trading such amounts) holds an amount that is less than the minimum Specified Denomination in its account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a Holder who, as a result of trading such amounts, holds an amount that is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

Notes issued as Green Notes may not meet investor expectations or requirements

In respect of Notes issued as Green, while it is the Issuer's intention to apply an amount equal to the net proceeds of the Green Notes to finance Eligible Green Projects in accordance with the Green Finance Framework, there is no contractual obligation to do so. A prospective investor should have regard to the information set out in the section "*Use of Proceeds*" and determine for itself the relevance of such information for the purpose of an investment in the Green Notes together with any other investigation it deems necessary.

There can be no assurance that any such Eligible Green Projects will be available or capable of being implemented in, or substantially in, the manner and timeframe anticipated and, accordingly, that the Issuer will be able to use an amount equal to the net proceeds of the Green Notes for such Eligible Green Projects as intended. In addition, there can be no assurance that Eligible Green Projects will be completed as expected or achieve the impacts or outcomes (environmental or otherwise) originally expected or anticipated.

Due to the rapidly changing market conditions for green securities, including any risks of greenwashing, no assurance is given that such use of proceeds will satisfy any present or future investment criteria or guidelines with which an investor is required, or intends, to comply, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Green Finance Framework (including in relation to the EU Taxonomy Regulation, and any related technical screening criteria, the EU Green Bond Regulation,

SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including the ICMA Principles).

No assurance can be given that Eligible Green Projects will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including in relation to, but not limited to, the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom, market standards or guidance, including the ICMA Green Bond Principles 2025, or any requirements of such labels or market standards as they may evolve from time to time. It is not clear if the establishment of the voluntary label under the EU Green Bond Regulation and the optional disclosures templates for bonds issued as "environmentally sustainable" will have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the EU Green Bond Regulation, such as the Green Notes. It could result in reduced liquidity or lower demand or could otherwise affect the market price of the Green Notes.

Each prospective investor should have regard to the factors described in the Green Finance Framework and the relevant information contained in this Base Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Green Notes before deciding to invest. The Green Finance Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. The Green Finance Framework does not form part of, nor is incorporated by reference, in this Base Prospectus.

In the event that any Green Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated, and including but not limited to the Luxembourg Green Exchange), no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses.

No breach of contract or Event of Default in relation to notes issued as Green Notes

None of a failure by the Issuer to allocate the proceeds of the Green Notes or to report on the use of proceeds or Eligible Green Projects as anticipated, a failure of a third party to issue (or to withdraw) an opinion or certification in connection with the Green Notes or the failure of the Green Notes to meet investors' expectations or requirements regarding any "green", "sustainable", "social" or similar labels will constitute an Event of Default or breach of contract with respect to the Green Notes.

No assurance of suitability or reliability of any Second Party Opinion or any other opinion or certification of any third party relating to Green Notes

The Second Party Opinion provides an opinion on certain environmental and related considerations is a statement of opinion, not a statement of fact. No representation or assurance is given as to the suitability or reliability of the Second Party Opinion or any opinion, review, certification of any third party (including any post-issuance reports prepared by an external reviewer) made available in connection with the issue of Green Notes. The Second Party Opinion and any other such opinion, review, certification or post-issuance report is not intended to address any credit, market or other aspects of any investment in Green Notes, including without limitation market price, marketability, investor preference or suitability of any security or any other factors that may affect the value of the Green Notes. The Second Party Opinion and any other opinion, review, certification or post-issuance report is not a recommendation to buy, sell or hold the Green Notes and is current only as of the date it was issued.

The criteria and/or considerations that formed the basis of the Second Party Opinion and any other opinion, review, certification or post-issuance report may change at any time and the Second Party Opinion and any other opinion,

review, certification or post-issuance report may be amended, updated, supplemented, replaced and/or withdrawn at any time. Any withdrawal of the Second Party Opinion or any other opinion, review, certification or post-issuance report may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. As at the date of this Base Prospectus, the providers of such opinions, reviews, certifications and post-issuance reports are not subject to any specific regulatory or other regime or oversight.

Whilst the EU Green Bond Regulation has introduced a supervisory regime of external reviewers of European Green Bonds, this would not apply to external reviewers in respect of an issue of Green Notes under the Programme (as the Green Notes are not intended to be compliant with the EU Green Bond Regulation). Prospective investors must determine for themselves the relevance of the Second Party Opinion and any other opinion, review, certification or post-issuance report and/or the information contained therein. The Second Party Opinion and any other such opinion, review, certification or post-issuance report does not form part of, nor is incorporated by reference, in this Base Prospectus.

Green Notes are not linked to the performance of Eligible Green Projects, do not benefit from any arrangements to enhance the performance of the Green Notes or any contractual rights derived solely from the intended use of proceeds of the Green Notes

The performance of Green Notes is not linked to the performance of the relevant Eligible Green Projects or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of Green Notes and Eligible Green Projects. Consequently, neither payments of principal and/or interest on Green Notes nor any rights of Noteholders shall depend on the performance of the relevant Eligible Green Projects or the performance of the Issuer in respect of any such environmental or similar targets. Holders of Green Notes shall have no preferential rights or priority against the assets of any Eligible Green Project nor benefit from any arrangements to enhance the performance of the Green Notes.

Risks relating to the Notes generally

Set out below is a brief description of certain risks relating to the Notes generally.

There is no limit on the amount or type of further bonds or other indebtedness that the Issuer may issue, incur or guarantee

There is no restriction on the amount of notes, bonds or other liabilities that the Issuer may issue, incur or guarantee and which rank senior to, or *pari passu* with, the Notes. The issue or guaranteeing of any such Notes or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by Holders during a winding-up or administration or resolution of the Issuer and may limit the Issuer's ability to meet its obligations under the Notes. In addition, the Notes do not contain any restriction on the Issuer issuing securities that may have preferential rights to the Notes or securities with similar or different provisions to those described herein.

There is no active trading market for the Notes

The Notes are new securities which may not be widely distributed and for which there is currently no active trading market. Although applications have been made to the Luxembourg Stock Exchange for the Notes to be admitted to the Official List and to trading on its regulated market, there can be no assurance that such application will be accepted or that an active trading market will develop or, if developed, that it will continue. If a Tranche of Notes is issued to a single investor or a limited number of investors, this may result in an even more illiquid or volatile market in such Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Notes. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer.

The Issuer may not be liable to pay certain taxes

All payments of principal, interest and any other amounts in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such Additional Amounts as will result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, subject to certain exceptions as described in Condition 13 (*Taxation*).

Potential investors should be aware that neither the Issuer nor any other person will be liable for or otherwise obliged to pay, and the Noteholders and Couponholders will be liable for and/or pay, any tax, duty, charge, withholding or other payment whatsoever which may arise as a result of, or in connection with, the ownership, any transfer and/or any payment in respect of the Notes, except as provided for in Condition 13 (*Taxation*).

Changes in law may adversely affect the rights of Holders

Changes in law after the date hereof may affect the rights of Holders as well as the market value of the Notes. The Conditions are based on the law in effect as of the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English or, if applicable, Romanian law or administrative practice after the date of issue of the relevant Notes. Such changes in law may include changes in statutory, tax and regulatory regimes during the life of the Notes, which may have an adverse effect on an investment in the Notes.

In addition, any change in law or regulation that triggers a redemption pursuant to Condition 10(c) (*Redemption for Taxation Reasons*), would, in the case of certain Notes, entitle the Issuer, at its option, to redeem the Notes, in whole but not in part, as provided under Condition 10(c) (*Redemption for Taxation Reasons*).

Such legislative and regulatory uncertainty could also affect an investor’s ability to accurately value the Notes and, therefore, affect the trading price of the Notes given the extent and impact on the Notes that one or more regulatory or legislative changes, including those described above, could have on the Notes.

No obligations of the Issuer's subsidiaries under the Notes

The Issuer is organised as a holding company that largely conducts its operations through its subsidiaries and depends primarily on the earnings and cash flows of, and the distribution of funds from, these subsidiaries to meet its debt obligations, including its obligations under the Notes.

The Notes are solely obligations of the Issuer. The subsidiaries have no obligations, contingent or otherwise, to pay any amounts due under the Notes or to make funds available to the Issuer to enable it to pay any amounts due under the Notes. Generally, creditors of a subsidiary, including trade creditors, secured creditors and creditors holding indebtedness and guarantees issued by the subsidiary will be entitled to the assets of that subsidiary before any of those assets can be distributed to shareholders upon liquidation or winding up. This means that the Issuer's ability to meet its obligations under the Notes may be limited or delayed if the subsidiaries' assets must first be used to satisfy their own debts and liabilities, which may be significant and could include contingent obligations. As at 30 June 2026, the aggregate subsidiary debt on a consolidated basis represented 60.1% of the total debt of the Group.

Holders may be unable to effect service of process or enforce foreign judgments against the Issuer or its assets

The Issuer is incorporated in Romania and the Notes are issued pursuant to English law, which may limit the legal recourse that investors in the Notes may enjoy against it.

Romanian law may require additional formalities to be performed or conditions to be met in order to enforce judgments against the Issuer that were obtained in foreign courts. The laws of Romania permit an action to be brought

before a court of competent jurisdiction in Romania for the recognition and enforcement of a final and conclusive judgment *in personam* rendered by a court from an EU member state, provided that the relevant conditions set forth in Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended, are met. However, other conditions may be applicable with respect to specific matters, under special Romanian legislation or international conventions. Similar rules on the recognition and enforcement of foreign court judgments apply to judgments issued in non-EU member states which are parties to the 2007 Lugano Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

Judgments rendered by courts in the United States and other non-EU member states (which includes the UK), which are not parties to the 2007 Lugano Convention are subject to different requirements and may be more difficult to enforce. Subject to special internal legislation (including ratified international conventions) regulating the recognition and enforcement of foreign judgments on specific matters, Romanian law allows an action to be brought before a court of competent jurisdiction in Romania for the recognition of a judgment in personam rendered by a court of a non-EU member state, provided that the relevant conditions in respect of recognition of foreign judgments set out under the Romanian Civil Procedure Code are met. Furthermore, the recognition and enforcement of foreign judgments in administrative, customs, criminal or other public law related matters is subject to special legislation and certain conditions may need to be fulfilled. The limitations set out above may deprive investors in the Notes of effective legal recourse for claims related to their investment.

In case of insolvency of the Issuer, senior unsecured claims, such as bankruptcy expenses, budgetary obligations, and employee claims, have a higher ranking than claims resulting from the Notes

Notwithstanding the provisions of the Conditions, the insolvency ranking of the Notes is governed by Romanian law. Law no. 85/2014 regarding the procedures for the prevention of insolvency and insolvency stipulates a hierarchy in case of insolvency whereby certain claims (e.g., claims to expenses regarding the bankruptcy proceedings, budgetary claims, employment claims) are preferred to ordinary unsecured claims (such as the Notes). Therefore, any payments on claims resulting from Notes would only be made, if and to the extent that any senior ranking claims have been fully satisfied.

A downgrade of the credit rating assigned by any credit rating agency to the Issuer or, if applicable, to the Notes could adversely affect the liquidity or market value of the Notes. Credit ratings downgrades could occur as a result of, among other causes, changes in the rating methodologies used by credit rating agencies

Tranches of Notes issued under the Programme may be rated by credit rating agencies and may in the future be rated by additional credit rating agencies, although the Issuer is under no obligation to ensure that any Notes issued by it under the Programme are rated by any credit rating agency. Credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in these Risk Factors and other factors that may affect the liquidity or market value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the credit rating agency at any time.

Any rating assigned to the Issuer and/or, if applicable, the Notes may be withdrawn entirely by a credit rating agency, may be suspended or may be lowered, if, in that credit rating agency's judgment, circumstances relating to the basis of the rating so warrant. Ratings may be impacted by a number of factors which can change over time, including the credit rating agency's assessment of: the Issuer's strategy and management's capability; the Issuer's financial condition including in respect of capital, funding and liquidity; competitive and economic conditions in the Group's key markets; the level of political support for the industries in which the Group operates; and legal and regulatory frameworks affecting the Issuer's legal structure, business activities and the rights of its creditors. The credit rating agencies may also revise the rating methodologies applicable to an issuer within a particular industry or political or economic region. If credit rating agencies perceive there to be adverse changes in the factors affecting an issuer's credit rating, including by virtue of a change to applicable rating methodologies, the credit rating agencies may

downgrade, suspend or withdraw the ratings assigned to an issuer and/or its securities. Revisions to rating methodologies and actions on the Issuer's ratings by the credit rating agencies may occur in the future.

If the Issuer determines to no longer maintain one or more ratings, or if any credit rating agency withdraws, suspends or downgrades the credit ratings of the Issuer or the Notes, or if such a withdrawal, suspension or downgrade is anticipated (or any credit rating agency places the credit ratings of the Issuer or, if applicable, the Notes on "credit watch" status in contemplation of a downgrade, suspension or withdrawal), whether as a result of the factors described above or otherwise, such event could adversely affect the liquidity or market value of the Notes (whether or not the Notes had an assigned rating prior to such event).

Furthermore, as a result of the CRA Regulation, if the status of the rating agency rating the Notes changes, European regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European regulated investors selling the Notes, which may impact the value of the Notes and any secondary market trading thereof.

Investors to rely on the procedures of the relevant Clearing System for transfer, payment and communication with the Issuer

Notes issued under the Programme may be represented by one or more Global Notes or Global Certificates which may be deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg (each of Euroclear and Clearstream, Luxembourg, a "**Clearing System**"). If the Global Notes are NGN or if the Global Certificates are to be held under the NSS, they will be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note or Global Certificate, investors will not be entitled to receive definitive Notes. The relevant Clearing System will maintain records of the beneficial interests in the Global Notes or, as the case may be, Global Certificates. While the Notes are represented by one or more Global Notes, or as the case may be, Global Certificates, investors will be able to trade their beneficial interests only through the relevant Clearing System.

While the Notes are represented by one or more Global Notes or, as the case may be, Global Certificates, the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary or, for Global Notes that are NGN and Global Certificates to be held under the NSS, the common safekeeper for Euroclear and Clearstream, Luxembourg. A Holder of a beneficial interest in a Global Note or Global Certificate must rely on the procedures of the relevant Clearing System to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or Global Certificates.

Holders of beneficial interests in the Global Notes or Global Certificates will not have a direct right to vote in respect of the relevant Notes. Instead, such Holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System to appoint appropriate proxies.

Romanian law provisions regarding Noteholders' meetings are untested and may interfere with customary operation of the Notes in unpredictable ways

As the Issuer is a joint stock company (*societate pe acțiuni*) organised under the laws of Romania, Romanian Companies Law no. 31/1990 (the "**Companies Law**") may grant Noteholders broad powers at meetings (*adunarea obligatarilor*), which include appointing a Noteholders' representative (*reprezentantul obligatarilor*), establishing funds for common interests, opposing amendments to the articles of association of the Issuer or to the terms of the Notes of a Series should such amendments affect the rights of Noteholders, and expressing opinions on future bond issuances by the Issuer (the "**Romanian Law Meeting Powers**"). The exercise of these Romanian Law Meeting Powers is subject to statutory minimum thresholds. For example, a resolution regarding the appointment of a Noteholders' representative, or actions taken in defence of the common interests of the Noteholders, may be adopted if both of the following conditions are met: (i) a majority of the votes cast at the relevant meeting are cast in respect

of the resolution; and (ii) the votes cast in favour of the resolution at the relevant meeting represent at least one-third of the aggregate principal amount of the Notes of the relevant Series outstanding. Although the Companies Law does not expressly prescribe a quorum requirement for such resolutions, these thresholds require Noteholders or agents representing at least one-third of the aggregate principal amount of the Notes of the relevant Series outstanding to be present at the meeting, or else no resolution on such matters could be validly passed. More stringent thresholds apply to other Romanian Law Meeting Powers, such as opposing amendments to the articles of association of the Issuer or to the terms of the Notes of a Series, or expressing an opinion on new bond issuances by the Issuer. In these cases, a meeting may adopt a resolution in the presence of Noteholders or agents representing at least two-thirds of the aggregate principal amount of the Notes of the relevant Series outstanding and with a voting majority in favour of the resolution of at least four fifths of the aggregate principal amount of the Notes of the relevant Series outstanding represented at the meeting.

The Fiscal Agency Agreement contains provisions for meetings of Noteholders to consider matters affecting their interests generally and such provisions are subject to compliance with any mandatorily applicable laws of Romania, which may include the Romanian Law Meeting Powers. These provisions permit defined majorities to bind all Noteholders of the relevant Series, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. Certain of the Romanian Law Meeting Powers, and/or the statutory minimum thresholds at which they may be exercised, differ from the rights, duties, powers, authorities or discretions that are customarily provided for in indentures and related documents for offerings of instruments similar to the Notes and/or from the specified thresholds or circumstances under which the latter may customarily be exercised or performed.

The Romanian Law Meeting Powers are unclear, untested and unfamiliar to the Romanian courts, which creates significant uncertainty in relation to the ways in which such provisions may eventually be applied or enforced in practice. In addition, although the Fiscal Agency Agreement provides that the conduct and powers of meetings of Noteholders are subject to compliance with any mandatorily applicable laws of Romania, there is also uncertainty as to how the relevant provisions of the Companies Law will be interpreted and applied in the context of the Notes, including as to the scope and operation of the Romanian Law Meeting Powers and their interaction with the provisions of the Conditions and the Fiscal Agency Agreement which are governed by English law. Notwithstanding the express choice of English law as the governing law of the Fiscal Agency Agreement and the Conditions, it cannot be excluded that a Romanian court may consider that other provisions of Romanian law, including mandatory provisions of the Companies Law, are applicable to the Notes or to certain rights or obligations arising in connection with them. There is no judicial authority or market practice apparent on how any potential conflicts, if any, between the Conditions and Companies Law would be handled by the competent courts. Consequently, it is possible that the exercise of the Romanian Law Meeting Powers and/or the application of other provisions of Romanian law, and their interaction with the Conditions and the Fiscal Agency Agreement, could interfere with the customary exercise or performance of rights, duties, powers, authorities or discretions in indentures and related documents for offerings of instruments similar to the Notes in unpredictable ways. For example, a majority of Noteholders could adopt measures that could impair or limit the rights of Noteholders, or delay their exercise (for example, by waiving certain rights temporarily or permanently) and under the statutory minimum thresholds, resolutions adopted pursuant to the Romanian Law Meeting Powers by Noteholders of as little as one-third of the aggregate principal amount outstanding of Notes of the relevant Series could adopt resolutions to initiate enforcement proceedings.

Any uncertainty regarding the interpretation or application of such provisions, or any inconsistency or conflict between such provisions and the Conditions and the Fiscal Agency Agreement, could result in disputes, delays or additional costs in exercising or enforcing Noteholders' rights and could adversely affect the market value of the Notes.

A Holder's actual yield on the Notes may be reduced from the stated yield by transaction costs

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions, as a rule, charge their clients their own commissions which are either fixed minimum commissions or pro rata commissions depending on the order value. To the extent that additional domestic or foreign parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Holders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third-party costs).

In addition to such costs directly related to the purchase of Notes (direct costs), Holders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

FINANCIAL INFORMATION

Presentation of Financial Information

This Base Prospectus incorporates by reference:

(i) the unaudited reviewed condensed consolidated interim financial statements for the six months ended and as at 30 June 2026 (the "**2026 Interim Financial Statements**");

(ii) the audited consolidated financial statements for the year ended and as at 31 December 2025 (the "**2025 Financial Statements**"); and

(iii) the audited consolidated financial statements for the year ended and as at 31 December 2024 (the "**2024 Financial Statements**" and, together with the 2026 Interim Financial Statements and the 2025 Financial Statements, the "**Financial Statements**").

Unless otherwise indicated, in this Base Prospectus:

- consolidated statement of financial position and consolidated net debt data as at 31 December 2025 and 1 January 2025 have been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements as a result of the corrections set out in "*Factors Affecting Comparability of Financial Information – Comparative Figures and Restatements*" below and Note 5 to the 2026 Interim Financial Statements;

- consolidated statement of profit or loss and consolidated statement of cash flows data for the years ended 31 December 2025 and 31 December 2024 have been derived from or calculated based on the information extracted from the 2025 Financial Statements, *provided however that*:

    - in relation to consolidated statement of profit or loss data for the years ended 31 December 2025 and 31 December 2024, the revenue and construction costs related to concession agreements line items have been derived from or calculated based on the information extracted from both the 2025 Financial Statements and the 2026 Interim Financial Statements;

    - consolidated operating costs and consolidated Adjusted EBITDA data for the years ended 31 December 2025 and 31 December 2024 have been derived from or calculated based on the information extracted from both the 2025 Financial Statements and the 2026 Interim Financial Statements; and

    - in relation to consolidated statement of cash flows data for the years ended 31 December 2025 and 31 December 2024, the cash generated from operating activities, net cash flow from operating activities, net increase / (decrease) in cash and cash equivalents, cash and cash equivalents at the beginning of the period and cash and cash equivalents at the end of the period line items have been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements,

  in each case, as a result of the corrections set out in "*Factors Affecting Comparability of Financial Information – Comparative Figures and Restatements*" below and Note 5 to the 2026 Interim Financial Statements;

- data in relation to revenues for the distribution segment and Adjusted EBITDA margin for the distribution segment for the years ended 31 December 2025 and 31 December 2024 and net debt for the distribution segment as at 31 December 2025 and 1 January 2025 are derived from the information extracted from the 2025 Financial Statements, as corrected pursuant to Note 5 to the 2026 Interim Financial Statements;

- condensed consolidated statement of financial position, condensed consolidated statement of profit or loss and condensed consolidated statement of cash flows data for the six months ended and as at 30 June 2026 and 30

June 2025 have been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements; and

- any other financial information (i) for the years ended and as at 31 December 2025 and 31 December 2024 have been derived from or calculated based on the information extracted from the 2025 Financial Statements (which include the restatement of prior periods, as applicable), and (ii) for the six months ended and as at 30 June 2026 and 30 June 2025 have been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements (which include the restatement of prior periods, as applicable).

The 2026 Interim Financial Statements have been prepared in accordance with IAS 34 "Interim Financial reporting" as adopted by the EU and the 2025 Financial Statements and the 2024 Financial Statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS-EU**") issued by the International Accounting Standards Board as adopted by the EU.

The 2026 Interim Financial Statements are reviewed but not audited by KPMG Audit SRL ("**KPMG**"). The auditors' review report of KPMG on the 2026 Interim Financial Statements (the "**Auditors' Review Report**") was prepared by KPMG in accordance with the terms of the engagement letter between the Issuer and KPMG for the preparation of the Auditors' Review Report and for the information of the shareholders of the Issuer. To the maximum extent permitted by law, KPMG excludes all liabilities to any third party for any loss, damages, costs and expenses any other party may suffer in connection with their access to, reliance on or use of the Auditors' Review Report or this Base Prospectus.

The 2025 Financial Statements and the 2024 Financial Statements have been audited by Deloitte Audit S.R.L. ("**Deloitte**"). The auditors' reports of Deloitte on the 2025 Financial Statements and the 2024 Financial Statements (each an "**Auditors' Report**" and, together, the "**Auditors' Reports**") were prepared by Deloitte in accordance with the terms of the engagement letters between the Issuer and Deloitte for the preparation of the Auditors' Reports and for the information of the shareholders of the Issuer. To the maximum extent permitted by law, Deloitte excludes all liabilities to any third party for any loss, damages, costs and expense any other party may suffer in connection with their access to, reliance on or use of the Auditors' Reports or this Base Prospectus.

Quarterly, the Issuer publishes condensed consolidated interim financial statements according to IFRS-EU (as required by Law no. 24/2017 on issuers of financial instruments and market operations, as republished and as subsequently amended and supplemented), and issues yearly both sets of financial statements, in accordance with IFRS-EU and OMFP 2844/2016.

Emphasis of matter in the Auditors' Reports

The Auditors' Reports include an emphasis of matter, whereby Deloitte draws attention to Note 2 of the 2025 Financial Statements and the 2024 Financial Statements, which describes that the Group prepares two sets of consolidated financial statements, one under statutory regulations, namely Ministry of Public Finance Order no. 2844/2016 ("**OMFP 2844/2016**") with subsequent amendments, and one under IFRS-EU. The 2025 Financial Statements and the 2024 Financial Statements are prepared under IFRS-EU, which differ from OMFP 2844/2016 with subsequent amendments, as summarised in Note 2. Consequently the 2025 Financial Statements and the 2024 Financial Statements do not comply with OMFP 2844/2016 with subsequent amendments.

Qualification in the Auditors' Report on the 2024 Financial Statements

The Auditors' Report issued in respect of the 2024 Financial Statements contains a qualification, according to which as at 31 December 2024, the Group's trade receivables of RON 3,675,688 thousand include an amount of RON 979,503 thousand representing trade receivables accruals for which Deloitte has not received sufficient and appropriate audit evidence. Deloitte was unable to satisfy itself concerning these trade receivables accruals by means of other auditing procedures. As a result of these matters, Deloitte was unable to determine whether any adjustments might have been found necessary in respect of the aforementioned trade receivables accruals and the elements making

up the statement of consolidated comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows.

Issuer's explanations in respect of the qualification in the Auditors' Report on the 2024 Financial Statements

The qualification expressed by Deloitte refers to the impossibility of testing, until the date of publication of the 2024 Financial Statements, an amount of RON 979 million representing commercial receivables still not invoiced related to the electricity supply segment. This amount corresponds to approximately 430 GWh of electricity delivered to end customers and mapped 97% on consumption points, being in an advanced validation process and to be invoiced by 30 June 2025 at the latest.

The high value of unbilled receivables, which was RON 3,042 million as of 31 December 2024, was majorly influenced by the legislative changes generated by the application of GEO no. 312/2024, which imposed the reversal and reissue of invoices issued with the tariff related to the contribution to the Contracts for Difference (CfD). This context required complex technical adaptations in the Issuer's IT systems and generated temporary delays in the invoicing process.

At the same time, the cumulative impact of successive legislative changes – starting with GEO no. 118/2021 and continuing with numerous subsequent normative acts – imposed recurring adjustments in the customer management information system, a process that affected the normal rhythm of invoicing. Under these conditions, EFSA has prioritized the correct implementation of the legal provisions and the issuance of compliant invoices to customers.

Another element that influenced the process of closing the financial statements was the cyber-attack suffered by the Group on 9 December 2024. Although the critical infrastructure was not affected, the security measures implemented and the revalidation of the computing models required additional resources and time.

Of the total volume of electricity recorded on account of unbilled receivables (2.2 TWh), more than half had already been invoiced by the date of publication of the 2024 Financial Statements.

The matters contributing to the qualification in the Auditors' Report on the 2024 Financial Statements were resolved in 2025 once the Group had submitted all subsidy claims for the entire application period of the electricity support scheme. Upon completing these submissions and reanalysing the scheme under the provisions of GEO no. 32/2024, the Group identified and corrected prior-period errors, recording the necessary accounting adjustments and prior-period restatements. By fully invoicing the unbilled volumes of electricity recorded and reconciling the support mechanism balances with state authorities, the underlying uncertainties were completely cleared, leading to an unqualified opinion from Deloitte in the Auditors' Report on the 2025 Financial Statements.

Factors Affecting Comparability of Financial Information

Comparative figures and restatements

Certain comparative figures for the year ended and as at 31 December 2024 have been restated in the 2025 Financial Statements as a result of a correction between current assets line items for trade receivables and subsidies, identified at the time of the adjustment of a support scheme for customers of electricity and natural gas. For the year ended 31 December 2024, the effect of this reclassification had an impact of RON 80,684 thousand in profit and loss, with corresponding effects on revenue, other income, and income tax expense. For a summary of the line items affected by these reclassifications, see Note 5 to the 2025 Financial Statements.

Further, during the six months ended 30 June 2026, the Group identified errors from past financial reporting periods which have been corrected in the 2026 Interim Financial Statements. These corrections have no impact on the total assets, total liabilities, total equity or retained earnings line items as at 31 December 2025, or profit or loss for the six months ended 30 June 2025. For a summary of the line items affected by these corrections, see Note 5 to the 2026 Interim Financial Statements. In accordance with IFRS-EU, the 2026 Interim Financial Statements include the

condensed consolidated statement of financial position as at 1 January 2025, representing the "third statement of financial position" as at the beginning of the preceding period (which, in the case of the six months ended 30 June 2026, is 1 January 2025, being the beginning of the year ended 31 December 2025) required to be presented when retrospective adjustments have a material effect on the information presented in the statement of the financial position for the preceding period in accordance with IAS 1.40A. In this Base Prospectus, statement of financial position data is therefore presented in the condensed consolidated statement of financial position as at 1 January 2025 or expressed to be as at 1 January 2025 and such data has been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements. In the 2026 Financial Statements, the statement of financial position data as at 1 January 2025 was prepared using the financial position data previously reported in the consolidated statement of financial position as at 31 December 2024 adjusted for the corrections presented in Note 5 to the 2026 Interim Financial Statements. As a result, no consolidated financial position or consolidated net debt data (or such data for the distribution, supply or production segments) is presented, or expressed to be, as at 31 December 2024 in this Base Prospectus.

Corresponding figures

The 2026 Interim Financial Statements are reviewed but not audited by KPMG. In the 2026 Interim Financial Statements, the condensed consolidated statement of financial position as at 31 December 2025 and 1 January 2025, excluding the retrospective adjustments described above and in Note 5 to the 2026 Interim Financial Statements, was derived from the 2025 Financial Statements, which were audited by Deloitte who issued the Auditors' Report on the 2025 Financial Statements.

The condensed consolidated statements of profit or loss and the condensed consolidated statement of cash flows for the six months ended 30 June 2025, excluding the retrospective adjustments described above and in Note 5 to the 2026 Interim Financial Statements, were derived from the unaudited condensed consolidated interim financial statements for the six months ended and as at 30 June 2025, which were reviewed by Deloitte who expressed a qualified conclusion on 28 August 2025 due to an inability to obtain sufficient and appropriate evidence regarding unbilled revenues.

KPMG has not been engaged to audit, review, or apply any other procedures to the 2025 Financial Statements, or to the unaudited condensed consolidated interim financial statements for the six months ended and as at 30 June 2025, other than with respect to the adjustments described above and in Note 5 to the 2026 Financial Statements. Accordingly, KPMG do not express an opinion or any other form of assurance on these financial statements as a whole.

Certain Other Considerations in Relation to the Presentation of Information in this Base Prospectus

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them. The calculations, variations and other percentages may differ slightly from their actual calculations due to the rounding of underlying financial, statistical and operating information.

All of the information contained in this Base Prospectus concerning relevant markets and the Group's competitors has been obtained (and extracted without material adjustment) from publicly available information or management estimates. Where third-party information has been used in this Base Prospectus, the source of such information has been identified. The Issuer (to the extent related to itself) confirms that all such information has been accurately reproduced and, so far as it is aware and is able to ascertain from the relevant published information, no facts have been omitted that would render the reproduced information inaccurate or misleading. Without prejudice to the generality of the foregoing statement, third-party information in this Base Prospectus, while believed to be reliable, has not been independently verified by the Issuer or any other person.

Unless otherwise indicated, the sources for statements and data concerning the Group and its business are based upon best estimates and assumptions of the Group's management. Management believes that these assumptions are reasonable and that its estimates have been prepared with due care. The data concerning the Group included herein, whether based upon external sources or based upon the Group's internal research, constitute the best current estimates of the information described.

The contents of any website referenced herein do not form part of, and are not incorporated into, this Base Prospectus.

Non-IFRS measures / Alternative Performance Measures

This Base Prospectus includes certain non-IFRS financial measures and ratios that are used by management as an additional measure of performance and are "alternative performance measures" (each an "**APM**") as described in the ESMA Guidelines on Alternative Performance Measures published by the European Securities and Markets Authority on 5 October 2015 (ESMA Guidelines on Alternative Performance Measures - 05/10/2015 | ESMA/2015/1415). These measures and ratios are not defined or recognised by IFRS-EU as a measure of performance and should not be considered in isolation or as a substitute for other measures used in analysing the Group's financial condition and results of operations, and the financial information for the Group presented in accordance with IFRS-EU.

The Issuer's management believes that the inclusion of these non-IFRS financial measures and ratios, and APMs, when considered in conjunction with the measures and financial information presented in accordance with IFRS-EU is useful to investors because it provides a basis for measuring the Group's financial condition and results of operations excluding the impact of certain non-operating factors and in the form of measures and ratios commonly used by investors, analysts and other interested parties as a means of enhancing their understanding of the financial condition and results of operations of companies in the business segments in which the Group operates. These measures and ratios may not be comparable to similarly titled measures of other companies and are not subject to audit or review by any independent auditors.

These non-IFRS financial measures and ratios, and APMs, are as follows and are used in this Base Prospectus as defined below.

"**Adjusted EBITDA**": means earnings before net finance (cost)/income, tax, depreciation and amortization, or EBITDA, adjusted for impairment of property, plant and equipment, intangible assets and assets held for sale, calculated as profit/(loss) before tax adjusted for i) depreciation, amortization and impairment/reversal of impairment of property, plant and equipment and intangible assets, ii) impairment of assets held for sale and iii) net finance (cost)/income.

Adjusted EBITDA is not an IFRS-EU measure and should not be treated as an alternative to IFRS-EU measures. Moreover, Adjusted EBITDA is not uniformly defined. The method used to calculate Adjusted EBITDA by other companies may differ significantly from that used by the Group. Therefore, the Adjusted EBITDA presented in this Base Prospectus cannot, as such, be relied upon for the purpose of comparison to Adjusted EBITDA of other companies.

"**Net debt**": defined as the total of i) long-term bank borrowings, ii) overdrafts and short-term loans, iii) green bonds and iv) lease liability, less v) cash and cash equivalents and vi) deposits, treasury bills and government bonds.

"**Operating costs**": defined as the sum of: i) electricity, natural gas and other related costs; ii) construction costs related to concession agreements; iii) employee benefits; iv) repairs, maintenance and materials; v) depreciation and amortization; vi) impairment of trade and other receivables, net and vii) other operating expenses.

"**Profit margin**": defined as profit for the period divided by revenue.

"**Adjusted EBITDA margin**": defined as Adjusted EBITDA divided by revenue.

Historical Financial Information

Selected Financial Information

The following tables contain selected historical consolidated financial information for the Issuer as of the dates and the periods indicated.

Unless otherwise indicated:

- consolidated statement of financial position and consolidated net debt data as at 31 December 2025 and 1 January 2025 have been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements as a result of the corrections set out in "*Factors Affecting Comparability of Financial Information – Comparative Figures and Restatements*" above and Note 5 to the 2026 Interim Financial Statements;

- consolidated statement of profit or loss and consolidated statement of cash flows data for the years ended 31 December 2025 and 31 December 2024 have been derived from or calculated based on the information extracted from the 2025 Financial Statements, *provided however that*:

    - in relation to consolidated statement of profit or loss data for the years ended 31 December 2025 and 31 December 2024, the revenue and construction costs related to concession agreements line items have been derived from or calculated based on the information extracted from both the 2025 Financial Statements and the 2026 Interim Financial Statements;

    - consolidated operating costs and consolidated Adjusted EBITDA data for the years ended 31 December 2025 and 31 December 2024 have been derived from or calculated based on the information extracted from both the 2025 Financial Statements and the 2026 Interim Financial Statements; and

    - in relation to consolidated statement of cash flows data for the years ended 31 December 2025 and 31 December 2024, the cash generated from operating activities, net cash flow from operating activities, net increase / (decrease) in cash and cash equivalents, cash and cash equivalents at the beginning of the period and cash and cash equivalents at the end of the period line items have been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements,

    in each case, as a result of the corrections set out in "*Factors Affecting Comparability of Financial Information – Comparative Figures and Restatements*" above and Note 5 to the 2026 Interim Financial Statements; and

- condensed consolidated statement of financial position, condensed consolidated statement of profit or loss and condensed consolidated statement of cash flows data for the six months ended and as at 30 June 2026 and 30 June 2025 have been derived from or calculated based on the information extracted from the 2026 Interim Financial Statements.

Certain comparative figures for the year ended and as at 31 December 2024 have been restated in the 2025 Financial Statements. Further, during the six months ended 30 June 2026, the Group identified errors from past financial reporting periods which have been corrected in the 2026 Interim Financial Statements. Certain comparative figures for the years ended and as at 31 December 2025 and 31 December 2024 and for the six months ended and as at 30 June 2025 have therefore been corrected in the 2026 Interim Financial Statements. Prospective investors should refer to "*Financial Information – Factors Affecting Comparability of Financial Information – Comparative Figures and Restatements*" above for more information and read the detailed information set out in the 2025 Financial Statements (in particular, in Note 5 to the 2025 Financial Statements) and the 2026 Interim Financial Statements (in particular, in Note 5 to the 2026 Interim Financial Statements), as applicable.

The 2025 Financial Statements and the 2024 Financial Statements have been audited by Deloitte.

KPMG has reviewed but not audited the condensed consolidated statement of financial position, condensed consolidated statement of profit or loss and condensed consolidated statement of cash flows for the six months ended and as at 30 June 2026. The review of financial statements is substantially less in scope than an audit conducted in accordance with International Standards on Auditing and consequently does not provide the same level of assurance as an audit. KPMG has also not been engaged to audit, review, or apply any other procedures to the 2025 Financial Statements, or to the unaudited condensed consolidated interim financial statements for the six months ended and as at 30 June 2025, other than with respect to the adjustments described above and in Note 5 to the 2026 Interim Financial Statements.

Prospective investors should read the following selected consolidated financial information in conjunction with the rest of the information contained herein including, but not limited to, the information contained in the section titled "*Risk Factors*", as well as the Financial Statements (including the auditor's reports) set forth and incorporated by reference herein.

Financial Statements

Consolidated statement of the Group's financial position data as at 30 June 2026, 31 December 2025 and 1 January 2025 (all amounts are in thousand RON, if not otherwise stated)

	As at		
	30 June 2026	**31 December 2025**	**1 January 2025**
Assets			
Non-current assets			
Intangible assets related to concession agreements	6,974,617	6,919,116*	6,545,175*
Other intangible assets	45,917	62,080	31,293
Financial assets related to concession agreements	192,385	186,334*	133,032*
Property, plant and equipment	815,322	800,434*	786,688*
Right of use asset	47,372	48,818	39,435
Equity accounting investees	62,221	23	23
Deferred tax assets	115,404	110,411	84,627
Deposits, treasury bills and government bonds.	1,155,573	1,271,917	-
Other non-current assets	15,161	14,915	11,391
Total non-current assets	**9,423,972**	**9,414,048**	**7,631,664**
Current assets			
Trade and other receivables	2,553,918	3,251,996*	2,959,526*
Subsidies receivable	2,544,212	2,518,279	2,572,153
Cash and cash equivalents	1,786,116	2,098,611*	466,596*
Deposits, treasury bills and government bonds	1,446,616	892,916	-
Inventories	92,265	91,682	111,896
Financial assets related to non-repayable financing	248,293	93,265*	-
Prepayments	84,666	80,251*	41,852*
Current income tax receivable	237	4,730	8,949
Assets held for sale	280	280	280
Total current assets	**8,756,603**	**9,032,010**	**6,161,252***
Total assets	**18,180,575**	**18,446,058**	**13,792,916***
Equity and Liabilities			
Equity			
Share capital	3,395,530	3,395,530	3,395,530
Share premium	103,049	103,049	103,049
Capital contribution in kind from shareholders	7	7	7
Revaluation reserves	137,630	144,539	150,268
Legal reserves	528,809	528,809	490,833
Retained earnings	3,129,662	2,765,209	1,641,975
Total equity attributable to the owners of the Company	**7,294,687**	**6,937,143**	**5,781,662**
Non-controlling interests	0	0	(25)
Total equity	**7,294,687**	**6,937,143**	**5,781,637**

	As at		
	30 June 2026	**31 December 2025**	**1 January 2025**
Non-current liabilities			
Long-term bank borrowings	2,648,978	2,783,207	1,824,506
Green bonds	2,601,348	2,525,365	-
Lease liability	40,994	42,044	34,379
Deferred tax liabilities	223,937	184,403	128,165
Employee benefits	180,255	175,388	162,697
Trade and other payables	30,849	31,782	45,692
Total non-current liabilities	**5,726,361**	**5,742,189**	**2,195,439**
Current liabilities			
Current portion of long-term bank borrowings	391,303	413,827	565,835
Current portion of green bonds	103,957	45,585	-
Lease liability	13,234	11,068	7,411
Overdrafts and short-term loans	2,085,573	2,352,456	2,490,609
Trade and other payables	2,376,300	2,659,209	2,505,108*
Deferred revenue	527	2,547	6,626
Employee benefits	122,465	194,493	150,863
Provisions	29,517	28,639	75,905
Current tax liabilities	36,651	58,902	13,483
Total current liabilities	5,159,527	5,766,726	5,815,840*
Total liabilities	**10,885,888**	**11,508,915**	**8,011,279***
Total equity and liabilities	**18,180,575**	**18,446,058**	**13,792,916***

Source: 2026 Interim Financial Statements.
** As corrected in Note 5 to the 2026 Interim Financial Statements.*

Consolidated statement of the Group's profit or loss data for the years ended 31 December 2025 and 31 December 2024 (all amounts are in thousand RON, if not otherwise stated)

	For the year ended	
	31 December 2025	**31 December 2024**
Revenue	11,403,201*	9,237,553*
Other income	1,255,050	1,793,376
Electricity, natural gas and other related costs	(7,048,893)	(6,588,827)
Depreciation and amortization	(600,809)	(598,162)
Construction costs related to concession agreements	(1,390,364)*	(1,190,765)*
Employee benefits	(1,208,514)	(1,077,562)
Repairs, maintenance and materials	(166,294)	(130,953)
Impairment of trade and other receivables, net	(43,462)	(101,964)
Other operating expenses	(417,391)	(489,979)
Operating profit	**1,782,524**	**852,717**
Finance income	101,246	12,622
Finance costs	(448,531)	(289,844)
Net finance cost	**(347,285)**	**(277,222)**
Share of results of associates	-	(10)
Profit before tax	**1,435,239**	**575,485**
Income tax expense	(216,371)	(105,258)
Profit for the period	**1,218,868**	**470,227**
Profit for the period attributable to:		
- owners of the Company	1,218,868	470,260
- non-controlling interests	0	(33)
Profit for the period	**1,218,868**	**470,227**

Source: 2025 Financial Statements, except for revenue and line items calculated based on information extracted from the 2025 Financial Statements as corrected in Note 5 to the 2026 Interim Financial Statements.
** As corrected in Note 5 to the 2026 Interim Financial Statements.*

Consolidated statement of the Group's profit or loss data for the six months ended 30 June 2026 and 30 June 2025 (all amounts are in thousand RON, if not otherwise stated)

	For the six months ended	
	30 June 2026	**30 June 2025**
Revenue	6,036,449	4,878,145*
Other income	107,293	1,155,297
Electricity, natural gas and other related costs	(3,490,332)	(3,578,908)
Depreciation and amortization	(306,584)	(296,000)
Construction costs related to concession agreements	(624,126)	(576,476)*
Employee benefits	(550,646)	(536,764)
Repairs, maintenance and materials	(82,380)	(68,655)
Impairment of trade and other receivables, net	(46,234)	(51,967)
Other operating expenses	(270,384)	(218,209)
Operating profit	**773,056**	**706,463**
Finance income	106,670	12,467
Finance costs	(311,786)	(209,938)
Net finance cost	**(205,116)**	**(197,471)**
Share of results of associates	0	0
Profit before tax	**567,940**	**508,992**
Income tax expense	(110,425)	(87,543)
Profit for the period	**457,515**	**421,449**
Profit for the period attributable to:		
- owners of the Company	457,515	421,449
- non-controlling interests	0	0
Profit for the period	**457,515**	**421,449**

Source: 2026 Interim Financial Statements.
** As corrected in Note 5 to the 2026 Interim Financial Statements.*

Consolidated statement of the Group's cash flow data for the years ended 31 December 2025 and 31 December 2024 (all amounts are in thousand RON, if not otherwise stated)

	For the year ended	
	31 December 2025	**31 December 2024**
Net cash flow from operating activities	1,650,872*	710,934*
Net cash flow used in investing activities	(3,051,543)	(1,255,058)
Net cash flow from financing activities	3,032,686	631,661
Net increase in cash and cash equivalents	1,632,015*	87,537*
Cash and cash equivalents at the beginning of the period	466,596*	379,059*
Reclassification of overdrafts previously presented as cash and cash equivalents	0	0
Cash and cash equivalents at the end of the period	2,098,611*	466,596*

Source: 2025 Financial Statements, except for revenue and line items calculated based on information extracted from the 2025 Financial Statements as corrected in Note 5 to the 2026 Interim Financial Statements.
** As corrected in Note 5 to the 2026 Interim Financial Statements.*

Consolidated statement of the Group's cash flow data for the six months ended 30 June 2026 and 30 June 2025 (all amounts are in thousand RON, if not otherwise stated)

	For the six months ended	
	30 June 2026	**30 June 2025**
Net cash flow from operating activities	991,079	130,217*
Net cash flow used in investing activities	(713,772)	(421,728)
Net cash from/ (used in) financing activities	(589,802)	525,653
Net increase / (decrease) in cash and cash equivalents	(312,495)	234,142*
Cash and cash equivalents at the beginning of the period	2,098,611	466,596*
Reclassification of overdrafts previously presented as cash and cash equivalents	0	0
Cash and cash equivalents at the end of the period	1,786,116	700,738*

Source: 2026 Interim Financial Statements.

** As corrected in Note 5 to the 2026 Interim Financial Statements.*

Key Operational Indicators

The following tables contain the key operational indicators for each of the Issuer's business segments as of the dates and the periods indicated, noting however that amounts for the six months ended and as at 30 June 2026 are preliminary and subject to minor changes.

Distribution segment

	For the year ended	
	31 December 2025	**31 December 2024**
Volumes of electricity distributed (Gigawatt hours ("**GWh**"))	18,031.6	17,767.2
High Voltage (GWh)	2,498.9	2,443.6
Medium Voltage (GWh)	6,826.6	6,735.7
Low Voltage (GWh)	8,706.1	8,587.9
Electricity needed to cover network losses (GWh)	1,736.6	1,850.3
Assets' commissioning (CAPEX PIF) (RON, millions)	872.7	810.2

Source: Issuer data

	For the six months ended	
	30 June 2026	**30 June 2025**
Volumes of electricity distributed (GWh)	8,905.3	8,947.5
High Voltage (GWh)	1,273.3	1,245.7
Medium Voltage (GWh)	3,340.0	3,314.2
Low Voltage (GWh)	4,291.9	4,387.5
Electricity needed to cover network losses (GWh)	900.5	930.3
Assets' commissioning (CAPEX PIF) (RON, millions)	233.0	235.5

Source: Issuer data

Supply segment

	For the year ended	
	31 December 2025	**31 December 2024**
Volumes of electricity supplied to retail market (GWh)	7,253.1	7,625.9
Competitive segment (GWh)	4,923.2	4,795.6
Universal service and supplier of last resort ("**SoLR**") segment (GWh)	2,329.9	2,830.3
Volumes of natural gas supplied on retail market (GWh)	731.9	602.2
Number of consumption places – electricity (thousands)	3,316.1	3,458.9
Competitive segment (thousands)	1,777.3	1,777.3
Universal service and SoLR segment/regulated segment (thousands)	1,538.8	1,681.7

Source: Issuer data

	For the six months ended	
	30 June 2026	**30 June 2025**
Volumes of electricity supplied to retail market (GWh)	3,375.5	3,710.4
Competitive segment (GWh)	2,435.0	2,435.8
Universal service and SoLR segment (GWh)	940.5	1,274.6
Volumes of natural gas supplied on retail market (GWh)	347.8	442.6
Number of consumption places – electricity (thousands)	3,228.2	3,423.0
Competitive segment (thousands)	1,768.3	1,794.6
Universal service and SoLR segment/regulated segment (thousands)	1,459.9	1,628.4

Source: Issuer data

Production segment

	For the year ended	
	31 December 2025	**31 December 2024**
Volumes of electricity produced (Megawatt hours ("**MWh**"))	16,689.6	10,063.7
Green certificates – produced (number)	49,176	54,474

Source: Issuer data

	For the six months ended	
	30 June 2026	**30 June 2025**
Volumes of electricity produced (MWh)	21,012.9	4,797.8
Green certificates – produced (number)	24,929	25,848

Source: Issuer data

Key Financial Data of the Group

In 2025, the net result of the Group was a profit of RON 1,219 million, a result generated mainly by the performance of the distribution segment, which recorded a segment net profit for the period of RON 966 million in 2025, compared to the segment net profit for the period recorded in 2024 of RON 724 million, in the context of the increase of the distribution tariff by 12.5% according to the ANRE Order No. 97/2024, as well as the increase of the volume of energy distributed by 1.5% compared to 2024, and also from the performance of the supply segment, which recorded a segment net profit for the period of RON 277 million in 2025, compared with the segment net loss recorded in 2024 of RON (257) million.

For the supply segment, in the first half of 2025, the impact of retail electricity prices was covered through subsidies received from state authorities, following the application of the price-capping mechanism for electricity and natural gas as established by GEO No. 27/2022, with its subsequent amendments and completions. The implementation of these schemes and the reimbursement mechanism for the amounts granted as support to customers, settled ex-post from the State budget to electricity suppliers, generated cash-flow constraints, as well as uncertainty regarding the full recovery of these amounts by suppliers. In this context, EFSA, the Group's supply subsidiary, has adapted its medium and long-term strategy to responsibly and sustainably manage the impact of these measures on its activities, especially as a result of the regulatory framework having undergone numerous and significant changes in recent periods.

The tables below show the key financial data for the Group for the years ended 31 December 2025 and 31 December 2024 and for the six months ended 30 June 2026 and 30 June 2025:

	31 December 2025	**31 December 2024**
	(RON, millions)	
Revenue	11,403*	9,238*
Other income	1,255	1,793
Operating costs	(10,876)*	(10,178)*
Adjusted EBITDA[(1)]	2,383	1,449
Operating profit	1,783	853
Profit before tax	1,435	575
Profit for the period	**1,219**	**470**

Source: 2025 Financial Statements and Note 5 to the 2026 Interim Financial Statements.
** As corrected in Note 5 to the 2026 Interim Financial Statements.*
(1) Calculated as set out in the Adjusted EBITDA reconciliation table below.

	30 June 2026	**30 June 2025**
	(RON, millions)	
Revenue	6,036	4,878*
Other income	107	1,155
Operating costs	(5,371)	(5,327)*
Adjusted EBITDA[(1)]	1,080	1,003

	30 June 2026	30 June 2025
	(RON, millions)	
Operating profit	773	706
Profit before tax	568	509
Profit for the period	**458**	**421**

Source: 2026 Interim Financial Statements.
[*] As corrected in Note 5 to the 2026 Interim Financial Statements.
[(1)] Calculated as set out in the Adjusted EBITDA reconciliation table below.

The table below sets out the reconciliation of Adjusted EBITDA for the Group to profit for the period for the six months ended 30 June 2026 and 30 June 2025 and for the years ended 31 December 2025 and 31 December 2024:

	30 June 2026	30 June 2025	31 December 2025	31 December 2024
		(RON, millions)		
Profit for the period	458	421	1,219	470
Income tax expense	110	88	216	105
Depreciation and amortization	307	296	601	598
Net finance cost	205	197	347	277
Impairment of property, plant and equipment and intangible assets	-	0	-	(2)
Impairment of assets held for sale	-	-	-	-
Adjusted EBITDA	1,080	1,003	2,383	1,449

The Adjusted EBITDA increased by RON 934 million in 2025 compared to 2024 (from RON 1,449 million for the year ended 31 December 2024 to RON 2,383 million for the year ended 31 December 2025), while the profit for the period increased by RON 749 million in 2025 (from RON 470 million for the year ended 31 December 2024 to RON 1,219 million for the year ended 31 December 2025).

The Adjusted EBITDA recorded an increase of 7.7%, or RON 77 million, to RON 1,080 million for the six month period ended 30 June 2026, compared to RON 1,003 million for the six month period ended 30 June 2025, mainly due to the improvement in the supply segment's operational performance, which recorded Adjusted EBITDA growth of RON 123 million (from RON 59 million in the six month period ended 30 June 2025 to RON 181 million in the six month period ended 30 June 2026), which was partially offset by the performance of the distribution segment which recorded an Adjusted EBITDA decrease of RON 42 million (from RON 962 million in the six month period ended 30 June 2025 to RON 920 million in the six month period ended 30 June 2026), primarily as a result of the increase in its operating expenses.

The tables below show the Adjusted EBITDA and Adjusted EBITDA margin for the years ended 31 December 2025 and 31 December 2024 and net debt as at 31 December 2025 and 1 January 2025:

	31 December 2025	31 December 2024
	(RON, millions unless otherwise stated)	
Adjusted EBITDA	2,383	1,449
Adjusted EBITDA margin	20.9%*	15.7%*

	31 December 2025	1 January 2025
	(RON, millions)	
Net debt	3,910*	4,456*

Source: 2025 Financial Statements and Note 5 to the 2026 Interim Financial Statements.
[*] Resulted from the corrections in Note 5 to the 2026 Interim Financial Statements.

As of 31 December 2025, the Group has a capital structure with a net debt position of RON 3,910 million, compared to RON 4,456 million as of 1 January 2025.[3]

The table below shows the Adjusted EBITDA and Adjusted EBITDA margin for the six months ended 30 June 2026 and 30 June 2025 and net debt as at 30 June 2026 and 30 June 2025:

	30 June 2026	30 June 2025
	(RON, millions unless otherwise stated)	
Adjusted EBITDA	1,080	1,003
Adjusted EBITDA margin	17.9%	20.6%
Net debt	3,497	4,874*

Source: 2026 Interim Financial Statements.
** Resulted from the corrections in Note 5 to the 2026 Interim Financial Statements.*

As of 30 June 2026, the Group has a capital structure with a net debt position of RON 3,497 million, compared to RON 4,874 million as of 30 June 2025.

The table below shows the consolidated revenue, profit for the period and profit margin of the Group for the years ended 31 December 2025 and 31 December 2024:

	31 December 2025	31 December 2024
	(RON, millions unless otherwise stated)	
Green Certificates Revenues	532	547
Revenues excluding Green Certificates	10,871*	8,691*
Total Revenue	**11,403***	**9,238***
Profit for the period	1,219	470
Profit Margin	10.7%*	5.1%*

Source: 2025 Financial Statements and Note 5 from the 2026 Interim Financial Statements.
** Resulted from the corrections in Note 5 to the 2026 Interim Financial Statements.*

The table below shows the consolidated revenue, profit for the period and profit margin of the Group for the six months ended 30 June 2026 and 30 June 2025:

	30 June 2026	30 June 2025
	(RON, millions unless otherwise stated)	
Green Certificates Revenues	255	273
Revenues excluding Green Certificates	5,782	4,605*
Total Revenue	**6,036**	**4,878***
Profit for the period	458	421
Profit Margin	7.6%	8.6%

Source: 2026 Interim Financial Statements.
** Resulted from the corrections in Note 5 to the 2026 Interim Financial Statements.*

Distribution segment

The tables below show the key financial data of the distribution segment for the years ended 31 December 2025 and 31 December 2024 and net debt as at 31 December 2025 and 1 January 2025.

	31 December 2025	31 December 2024
	(RON, millions)	
Segment Revenue	5,703*	4,968*
Adjusted EBITDA	1,877	1,579
Segment profit/(loss) after tax	966	724

[3] *Source: As corrected in Note 5 to the 2026 Interim Financial Statements.*

	31 December 2025	1 January 2025
	(RON, millions)	
Net debt	1,266*	1,986*

Source: 2025 Financial Statements and Note 5 to the 2026 Interim Financial Statements.
** Resulted from the corrections in Note 5 to the 2026 Interim Financial Statements.*

In 2025, revenues from the electricity distribution segment increased by RON 735 million, or 14.8%, to RON 5,703 million, from RON 4,968 million in 2024, mainly as a result of the increase of the distribution tariffs and of the volumes of distributed electricity, with an impact of RON 538 million, combined with the recognition under IFRIC 12 of higher revenues[4] from works related to connection fees and from the modernisation fund of RON 197 million.

The segment's net profit was RON 966 million in 2025, compared to the net profit recorded in 2024 of RON 724 million. The net profit was favourably influenced by the increase of the distribution tariffs by 12.5% pursuant to the ANRE Order No. 97/2024 and the improvement of operational efficiency in 2025 compared with 2024.[5]

The distribution segment has a net debt position that decreased compared to 1 January 2025 by RON 720 million, reaching RON 1,266 million as at 31 December 2025 (from RON 1,986 million as at 1 January 2025), which represents a significant reduction that was mainly due to the optimisation of working capital through the improvement of the receivables collection rate, both in relation to the supply segment within the Group, as well as in relation to business partners and third-party customers.[6]

The table below shows the key financial data of the distribution segment for the six months ended 30 June 2026 and 30 June 2025 and net debt as at 30 June 2026 and 30 June 2025:

	30 June 2026	30 June 2025
	(RON, millions)	
Segment revenue	2,840	2,706*
Adjusted EBITDA	920	962
Segment profit/(loss) after tax	445	469
Net debt	1,012	2,457*

Source: 2026 Interim Financial Statements.
** Resulted from the corrections in Note 5 to the 2026 Interim Financial Statements.*

Revenue from the distribution segment increased in the first half of 2026 by RON 134 million, or 4.9%, to RON 2,840 million (out of which RON 1,774 million was from external revenues), compared to the first half of 2025 (RON 2,706 million) mainly due to the increase of revenues from reactive energy and from the evolution of the revenues recognised under IFRIC 12.

The segment's net profit was RON 445 million in the first half of 2026, compared to net profit for the same period in 2025 of RON 469 million. The net profit was positively influenced by the decrease in the cost of electricity purchased for NL (net with income coverage) in the first half of 2026, which decreased by RON 38 million as a result of the decrease of the NL net price by 3.0% and by the decrease of the NL quantity by 3.2%. However, the favourable impact of these decreases was not sufficient to cover the increase in operating expenses.

Supply segment

The tables below show the key financial data for the supply segment for the years ended 31 December 2025 and 31 December 2024 and net debt as at 31 December 2025 and 1 January 2025:

[4] *Source: As corrected in Note 5 to the 2026 Interim Financial Statements.*

[5] *Source: As corrected in Note 5 to the 2026 Interim Financial Statements.*

[6] *Source: As corrected in Note 5 to the 2026 Interim Financial Statements.*

	31 December 2025	31 December 2024
	(RON, millions unless otherwise stated)	
Segment revenue	7,945	6,310
Other Income	1,131	1,671
Segment total revenue and other income	**9,076**	**7,981**
Adjusted EBITDA	572	(78)
Adjusted EBITDA margin	7.2%	(1.2)%
Segment profit/(loss) after tax	277	(257)
Profit margin	3.5%	(4.1)%

	31 December 2025	1 January 2025
	(RON, millions)	
Net debt	1,782	1,905

Source: 2025 Financial Statements.

Revenue from electricity and natural gas supply increased in 2025 by RON 1,635 million, or 25.9%, to RON 7,945 million from RON 6,310 million in 2024.

The increase in revenues from the supply of electricity and natural gas was mainly the result of the ending of the capping of electricity prices on 30 June 2025. The elimination of the capping scheme allowed the supply subsidiary to charge the final electricity consumer at contractual prices and to build its prices on competitive market and profitability criteria, adapting it according to the categories of customers.

In terms of Adjusted EBITDA, the supply segment recorded a significant increase in 2025, reaching an Adjusted EBITDA of RON 572 million from an Adjusted EBITDA of RON (78) million recorded in 2024, and at the same time an increase in the Adjusted EBITDA margin from (1.2%) in 2024 to 7.2% in 2025.

The supply segment has a net debt position that decreased compared to 1 January 2025 by RON 123 million, reaching RON 1,782 million as at 31 December 2025 (compared to RON 1,905 million as at 1 January 2025), following the closing of certain credit lines.

The table below shows the key financial data for the supply segment for the six months ended 30 June 2026 and 30 June 2025 and net debt as at 30 June 2026 and 30 June 2025:

	30 June 2026	30 June 2025
	(RON, millions unless otherwise stated)	
Segment revenue	4,251	3,302
Other Income	39	1,080
Segment total revenue and other income	**4,290**	**4,382**
Adjusted EBITDA	181	59
Adjusted EBITDA margin	4.3%	1.8%
Segment profit/(loss) after tax	34	(49)
Profit margin	0.8%	(1.5)%
Net debt	1,588	1,867

Source: 2026 Interim Financial Statements.

In the first half of 2026, the revenue from the electricity supply segment increased by RON 948 million year-on-year, or 28.7%, from RON 3,302 million for the six months ended 30 June 2025 to RON 4,251 million (out of which RON 4,221 million was from external revenues) for the six months ended 30 June 2026, mainly as a result of electricity being sold at a price set through competitive mechanisms which were adapted to the Group's strategy, noting that such increase was partially diminished by the 9.0% decrease in energy supplied by the Group in the retail market.

In terms of Adjusted EBITDA, the supply segment recorded an increase in the first half of 2026, reaching an Adjusted EBITDA of RON 181 million compared to RON 59 million recorded in the same period in 2025, and at the same time, an increase in Adjusted EBITDA margin from 1.8% in the first half of 2025 to 4.3% in the first half of 2026.

The supply segment has a net debt position that decreased compared to 30 June 2025 by RON 279 million, reaching RON 1,588 million as at 30 June 2026 (from RON 1,867 million as at 30 June 2025).

Production segment

The tables below show the key financial data for the production segment for the years ended 31 December 2025 and 31 December 2024 and net debt as at 31 December 2025 and 1 January 2025:

	31 December 2025	31 December 2024
	(RON, millions)	
Segment revenue	17	12
Adjusted EBITDA	15	7
Segment profit/(loss) after tax	11	5

	31 December 2025	1 January 2025
	(RON, millions)	
Net debt	4	25

Source: 2025 Financial Statements.

In 2025, revenue from the electricity production segment was RON 17 million, increasing by RON 4 million, or 34.3%, compared to RON 12 million in 2024, mainly as a result of the delivery into the National Energy System ("**NES**") of an additional quantity of electricity and the monetisation of green certificates from the portfolio on specific markets.

The volume of electricity produced (16.69 GWh) increased by 65.8% compared to 2024, which reflects the commissioning of the Vulturu and Satu Mare 2 photovoltaic parks, from July and October 2025, respectively.

The net profit of the segment was RON 11 million in 2025, compared to net profit of RON 5 million in 2024 (representing an increase of 114.8%). Profit for the year was favourably influenced by the decrease in operational costs of 33.4% compared to 2024, offsetting the impact of the decline in prices for electricity delivered into the NES.

The table below shows the key financial data for the production segment for the six months ended 30 June 2026 and 30 June 2025 and net debt/(cash) as at 30 June 2026 and 30 June 2025.

	30 June 2026	30 June 2025
	(RON, millions)	
Segment revenue	10	5
Adjusted EBITDA	7	2
Segment profit/(loss) after tax	5	1
Net debt/(cash)	(10)	12

Source: 2026 Interim Financial Statements.

For the six month period ended 30 June 2026, the Adjusted EBITDA of the production segment had increased by RON 5 million to RON 7 million, from RON 2 million for the same period in 2025, mainly as a result of the increase in revenue by RON 4 million (from RON 5 million in the six months ended 30 June 2025 to RON 10 million in the six months ended 30 June 2026).

The net profit of the segment in the first half of 2026 increased by RON 3 million to RON 5 million from RON 1 million for the same period in 2025, mainly due to the commissioning of two photovoltaic parks, Vulturu and Satu Mare 2, which tripled the volumes of electricity produced in the first half of 2026 compared to the same period in 2025.

As at 30 June 2026, the production segment had a negative net debt position that decreased compared to 30 June 2025 by RON 22 million, reaching RON (10) million in the first half of 2026 (from RON 12 million as at 30 June 2025).

Network maintenance segment

The table below shows the key financial data for the network maintenance segment for the years ended 31 December 2025 and 31 December 2024:

	31 December 2025	31 December 2024
	(RON, millions)	
Segment revenue	73	52
Adjusted EBITDA	2	(8)
Segment profit/(loss) after tax	(17)	(13)

Source: 2025 Financial Statements.

Revenue from the network maintenance segment increased by RON 21 million in 2025 compared to 2024 (from RON 52 million for the year ended 31 December 2024 to RON 73 million for the year ended 31 December 2025), mainly driven by a higher volume of maintenance services provided to external customers and the execution of a larger number of maintenance projects. This revenue increase had a direct impact on Adjusted EBITDA, which was RON 2 million in 2025 (compared to an Adjusted EBITDA of RON (8) million in 2024).

The table below shows the key financial data and profit of the network maintenance segment for the six months ended 30 June 2026 and 30 June 2025:

	30 June 2026	30 June 2025
	(RON, millions)	
Segment revenue	45	33
Adjusted EBITDA	11	(1)
Segment profit/(loss) after tax	8	(8)

Source: 2026 Interim Financial Statements.

Revenue from the network maintenance segment increased by RON 12 million, representing a 35.1% increase, from RON 33 million in the first half of 2025 compared to RON 45 million in the same period in 2026, while Adjusted EBITDA had increased by RON 12 million in the first half of 2026, reaching positive RON 11 million from RON (1) million in the first half of 2025.

Group liquidity

At the Group level, the total liquidity available in cash and overdraft limits as of 31 December 2025 was RON 2,842 million, mainly due to the lower level of use of the overdraft limits on the Issuer and the supply segment. For the distribution segment, no utilisation was recorded. The level of cash and cash equivalents as at 31 December 2025 was RON 2,099 million, a significant increase compared to the previous reporting period, mainly driven by the distribution segment, which generated higher operating cash flows during the year.

The Group is taking all the necessary formalities with its partner banks to contract and roll over lines of credit to ensure it has sufficient liquidity. Moreover, cash pooling structures allow the Group to optimise liquidity between companies and to quickly cover unforeseen liquidity needs.

The level of receipts, payments and liquidity is monitored continuously and closely at the level of each company of the Group and consolidated in order to detect any deviation in time.

The total liquidity available in cash and cash equivalents and overdraft limits as of 31 December 2025 and 1 January 2025 was as follows:

	31 December 2025	1 January 2025
	(RON, millions)	
Available overdrafts limits	743	728

	31 December 2025	1 January 2025
	(RON, millions)	
Cash and cash equivalents	2,099*	467*
Total	**2,842**	**1,195**

Source: 2025 Financial Statements.
** As corrected in Note 5 to the 2026 Interim Financial Statements.*

The total liquidity available in cash and cash equivalents and overdraft limits as of 30 June 2026 and 30 June 2025 was as follows:

	30 June 2026	30 June 2025
	(RON, millions)	
Available overdrafts limits	1,027	1,110
Cash and cash equivalents	1,786	701
Total	**2,813**	**1,811**

Source: 2026 Interim Financial Statements.

Bank borrowings and overdrafts

The Group has entered into various financings and accessed several overdrafts and credit lines in order to ensure its funding needs. A summary of such financings and overdrafts is set out below. Unless otherwise indicated, in this section, the financial information as at 31 December 2025 and as at 30 June 2026 have been derived from the 2026 Interim Financial Statements.

Investment loan granted by Banca Transilvania ("BT Loan")

On 18 July 2019, Societatea de Distributie a Energiei Electrice Transilvania Sud S.A., now DEER, as a borrower, concluded with Banca Transilvania S.A. ("**BT**") an investment credit agreement with the purpose of financing investments in the electricity distribution network, according to the investment plan. The maximum principal amount of the loan is RON 125 million, with a fixed interest rate of 4.59% per annum, to be reimbursed in quarterly instalments until 17 July 2027, with a grace period of 12 months.

As at 30 June 2026, the outstanding balance is RON 18 million (31 December 2025: RON 27 million).

Investment loan granted by UniCredit Bank ("UCB Loan 1")

On 13 November 2019, Societatea de Distributie a Energiei Electrice Transilvania Nord S.A., now DEER, as borrower, concluded with Unicredit Bank S.A. ("**UCB**") an investment credit agreement with the purpose of financing investments in the electricity distribution network, according to the investment plan. The maximum principal amount of the loan is RON 60 million, with a fixed interest rate of 3.85% per annum, to be reimbursed in quarterly instalments until 13 November 2026, with a grace period of 12 months.

As at 30 June 2026, the outstanding balance is RON 5 million (31 December 2025: RON 10 million).

Investment loan granted by BRD – Groupe Société Générale ("BRD Loan 1")

On 29 October 2019, Societatea de Distributie a Energiei Electrice Muntenia Nord S.A., now DEER, as borrower, concluded with BRD – Groupe Société Générale S.A. ("**BRD**") an investment credit agreement with the purpose of financing investments in the electricity distribution network, according to the investment plan. The maximum principal amount of the loan is RON 130 million, with a fixed interest rate of 3.99% per annum, to be reimbursed in quarterly instalments until 28 October 2026, with a grace period of 12 months.

As at 30 June 2026, the outstanding balance is RON 10 million (31 December 2025: RON 21 million).

Investment loan granted by BRD – Groupe Société Générale ("BRD Loan 2")

On 25 June 2020, Societatea de Distributie a Energiei Electrice Transilvania Nord S.A., now DEER, as borrower, concluded with BRD an investment credit agreement with the purpose of financing investments in the electricity distribution network, according to the approved investment plan. The maximum principal amount of the loan is RON 100 million, with a fixed interest rate of 3.85% per annum, to be reimbursed in quarterly instalments until 25 June 2028, with a grace period of 12 months.

As at 30 June 2026, the outstanding balance is RON 29 million (31 December 2025: RON 36 million).

Investment loan granted by BRD – Groupe Société Générale ("BRD Loan 3")

On 25 June 2020, Societatea de Distributie a Energiei Electrice Transilvania Sud S.A., now DEER, as borrower, concluded with BRD an investment credit agreement with the purpose of financing investments in the electricity distribution network, according to the investment plan for 2020. The maximum principal amount of the loan is RON 80 million, with a fixed interest rate of 3.85% per annum, to be reimbursed in quarterly instalments until 25 June 2028, with a grace period of 12 months.

As at 30 June 2026, the outstanding balance is RON 23 million (31 December 2025: RON 29 million).

Investment loan granted by Banca Comerciala Romana ("BCR Loan 1")

On 17 September 2020, Societatea de Distributie a Energiei Electrica Muntenia Nord S.A., now DEER, as a borrower and the Issuer as a guarantor, concluded with Banca Comerciala Romana S.A. ("**BCR**") an investment credit agreement with the purpose of financing investments in the electricity distribution network, according to the approved investment plan for 2020. The maximum principal amount of the loan is RON 155 million, with an interest rate of ROBOR 3M plus 1% per annum, to be reimbursed in quarterly instalments until 14 September 2028, with a grace period of 12 months.

As at 30 June 2026, the outstanding balance is RON 43 million (31 December 2025: RON 52 million).

Investment loan granted by the European Bank for Reconstruction and Development ("EBRD Loan 1")

On 2 July 2021, DEER, as a borrower, concluded with the European Bank for Reconstruction and Development ("**EBRD**") a credit agreement for investments in order to finance investments in the electricity distribution network according to the 2021-2023 investment plan. The maximum principal amount of the loan is of approximately RON 195 million, with an interest rate of the average between ROBOR 3M and ROBOR 6M plus a spread of 0.30% and a margin of 1.15% per annum, to be reimbursed in semi-annual instalments until 31 July 2031, with a grace period of 24 months. The credit agreement is also guaranteed by the Issuer up to a maximum amount of RON 244.0 million.

As at 30 June 2026, the outstanding balance is RON 130 million (31 December 2025: RON 143 million).

Investment loan granted by the European Investment Bank ("EIB Loan 1")

On 14 July 2021, DEER, as a borrower, concluded with the European Investment Bank ("**EIB**") an investment credit contract, representing the first tranche of the total approved credit in the amount of EUR 210 million for the purpose of financing investments in the electricity distribution network according to the 2021-2023 investment plan. The maximum principal amount of the loan is EUR 120 million, with an interest rate of 3.73% per annum, to be reimbursed in semi-annual instalments until 26 February 2039, with a grace period of 36 months. The loan agreement is also guaranteed by the Issuer through a professional payment guarantee agreement up to a maximum amount of EUR 144.0 million.

As at 30 June 2026, the outstanding balance is RON 637 million (31 December 2025: RON 620 million).

Investment loan granted by the European Investment Bank ("EIB Loan 2")

On 7 December 2021, DEER, as a borrower, concluded with EIB an investment credit contract, representing the second tranche of the total approved credit in the amount of EUR 210 million for the purpose of financing investments in the electricity distribution network according to the 2021-2023 investment plan. The maximum principal amount of the loan is EUR 90 million, with an interest rate of 3.73% per annum, to be reimbursed in semi-annual instalments until 26 February 2039, with a grace period of 36 months. The loan agreement is also guaranteed by the Issuer.

As at 30 June 2026, the outstanding balance is RON 478 million (31 December 2025: RON 465 million).

Investment loan granted by the European Bank for Reconstruction and Development ("EBRD Loan 2")

On 17 March 2023, DEER, as a borrower, concluded with EBRD a credit agreement for working capital. The maximum principal amount of the loan was initially RON 180 million, which was subsequently increased to RON 240 million on 19 December 2023, with an interest rate of ROBOR 3M plus a spread and a margin 2.10% per annum, to be reimbursed in quarterly instalments until 31 January 2028, with a grace period of 18 months. The credit agreement is also guaranteed by the Issuer.

As at 30 June 2026, the outstanding balance is RON 81 million (31 December 2025: RON 157 million).

Investment loan granted by the European Investment Bank ("EIB Loan 3")

On 8 May 2024, DEER concluded with EIB an investment credit contract, with the Issuer as a guarantor, for an investment credit in the amount of EUR 15 million, with an interest rate of 3.497% per annum, due until 24 February 2040.

As at 30 June 2026, the balance of the loan is RON 80 million (31 December 2025: RON 77 million).

Loan for financing electricity purchase costs for technological grid losses granted by Banca Comerciala Romana ("BCR Loan 2")

On 25 January 2022, DEER signed a credit contract with BCR for an overdraft facility of RON 220 million. On 26 June 2024, the loan amount was increased by RON 150 million to RON 370 million, and the overdraft facility of RON 220 million was transformed into a long-term borrowing, with an interest rate of ROBOR 3M plus 1.3% per annum. The facility is to be reimbursed in quarterly instalments until 30 April 2028.

As at 30 June 2026, the balance of the facility is RON 104 million (31 December 2025: RON 130 million).

Loan for financing electricity purchase costs for technological grid losses granted by Raiffeisen Bank ("Raiffeisen Loan")

On 26 May 2022, DEER signed a credit contract with Raiffeisen Bank S.A. for an overdraft facility of RON 220 million. On 26 June 2024, the amount of the loan was increased by RON 100 million to the amount of RON 320 million, and the overdraft facility of RON 220 million was transformed into a long-term borrowing, with an interest rate of ROBOR 3M plus 1.30% per annum. The facility is to be reimbursed in quarterly instalments until 31 December 2027.

As at 30 June 2026, the balance of the loan is RON 103 million (31 December 2025: RON 137 million).

Investment loan granted by the European Investment Bank ("EIB Loan 4")

On 16 December 2024, DEER concluded with EIB an investment credit contract, with the Issuer as a guarantor, for an investment credit in the amount of EUR 200 million, with an interest rate of 3.6% per annum, due until 28 March 2040.

As at 30 June 2026, the balance of the loan is RON 1,059 million (31 December 2025: RON 1,029 million).

Syndicated loan for financing working capital, refinancing bilateral loans, CAPEX, and investments in green energy projects ("2025 Syndicated Facility")

On 30 April 2025, the Issuer, together with DEER and EFSA, signed a syndicated loan agreement for a total amount of RON 3,100 million, to be used for financing current operations, refinancing bank loans, and investments.

The syndicate is composed of Banca Comerciala Romana, Banca Transilvania, Raiffeisen Bank, ING Bank, CEC Bank, BRD – Groupe Société Générale and Banca Comerciala Intesa Sanpaolo Romania SA.

The syndicated loan consists of several facilities, including two revolving facilities which mature on 30 April 2027.

As at 30 June 2026, the outstanding balance of the remaining facilities amounted to RON 241 million, comprising RON 18 million under Facility B and RON 223 million under Facility D1. As at 31 December 2025, the outstanding balance amounted to RON 265 million, comprising RON 5 million under Facility B and RON 260 million under Facility D1. These facilities mature between 2029 and 2035.

Green bond

In July 2025, the Issuer issued green bonds denominated in EUR in the amount of EUR 500 million maturing on 14 July 2030. The coupon rate is 4.375% per annum. The green bonds are unsecured, have no financial covenants, and are listed on the Bucharest Stock Exchange under market symbol EL30E and the Luxembourg Stock Exchange with the ISIN XS3111004241.

Financial covenants

The financial covenants specified in the agreements with BRD, UCB, BCR, EBRD, EIB, ING Bank N.V. and in the 2025 Syndicated Facility have been met as at 30 June 2026 and as at 31 December 2025.

Overdrafts

As at 30 June 2026, the Group has overdrafts from various banks (ING Bank N.V., Raiffeisen Bank, BCR, BT, BNP Paribas, Intesa Sanpaolo Bank, BRD, CEC and UCB) with a total overdraft limit of up to approximately RON 3.1 billion (31 December 2025: RON 3.1 billion).

The overdraft facilities are used for financing activities. The outstanding balance of the overdraft facilities as at 30 June 2026 is RON 2.1 billion (31 December 2025: RON 2.4 billion).

Relevant decisions of the general meetings of shareholders of the Issuer and the Board (as defined herein)

On 29 April 2026, the extraordinary general meeting of shareholders of the Issuer took place and approved (i) bond issuances under the Programme in an amount up to EUR 1.0 billion (or equivalent in other currencies) during the 2026-2027 period, and (ii) entry into one or more secured and/or unsecured loans in an amount up to EUR 1.0 billion (to be structured as bridge loans), based on credit agreement(s) to be concluded with one or more financial institutions and having a repayment term of up to a maximum of 24 months from the disbursement date of each relevant loan. The extraordinary general meeting of shareholders gave mandate to the Board to implement such financings, and the Board subsequently issued decision no. 15 dated 29 June 2026, delegating authority to the CEO and CFO of the Issuer (except for certain matters which require further Board approvals).

In addition, on 19 August 2026, the extraordinary general meeting of shareholders of the Issuer approved the centralisation by the Issuer of the existing credit facilities for which the Issuer, EFSA, DEER or SERV is the borrower, with the exception of certain non-cash facilities which will be determined during the centralisation process up to a total amount of RON 8.7 billion. As at the date of this Base Prospectus, the Group is considering to the

optimal approach to such centralisation but management's expectation is that some facilities will be pre-paid, some novated (where the Issuer is not currently the borrower) and some refinanced.

Debt Maturities

The table below reflects the Group's maturity profile for bank borrowing and bonds as at 30 June 2026.

	Less than one year	1 – 2 years	2 – 5 years	More than 5 years
		(RON, millions)		
Bank borrowings*	2,477	380	699	1,570
Bonds…….	104 **	(7) **	2,608	-
Total.....	**2,581**	**373**	3,307	1,570

Source: Issuer data.

** Bank borrowings include Long-term bank borrowings (including current portion), Overdrafts and short-term loans*

*** In July 2025, the Issuer issued EUR 500 million green bonds maturing on July 14, 2030, redeemed at nominal value at maturity. The coupon rate is 4.375% payable annually. As of 30 June 2026, the accrued balance under 1 year totals RON 104 million, comprising the gross annual coupon liability of RON 110 million payable in July 2026, offset by RON 6 million in net unamortized issue premium and capitalized transaction costs. For 1-2 years, the RON (7) million represents cash paid for the transaction related services at the moment of the issuance deferred during the contractual period.*

Risk Management

The Group has exposure to the following risks arising from financial instruments:

- credit risk;
- liquidity risk; and
- market risk.

Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Group's receivables from customers, cash and cash equivalents, restricted cash and bank deposits.

The Group's exposure to credit risk is influenced mainly by the individual characteristics of each customer. In the past, the Group had a high credit risk mainly from State-owned companies.

Cash and bank deposits are placed in financial institutions which are considered to have low risk of default. The carrying amount of financial assets represents the maximum credit exposure.

Trade receivables

The Group's credit risk in respect of receivables was historically concentrated around State-controlled companies and in recent years, has shifted towards to clients that are facing financial difficulties in their industries due to specific changes in circumstances in their industry sector. The Group has implemented a policy on credit risk management and is also considering securing trade receivables. Also, the electricity supply contracts include termination clauses in certain circumstances.

The Group establishes an allowance for impairment that represents the amount of expected credit losses, calculated based on the expected loss rates.

Liquidity Risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Group's approach to managing

liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses.

The Group aims to maintain the level of its cash and cash equivalents at an amount in excess of expected cash outflows on financial liabilities. The Group also monitors the level of expected cash inflows on trade receivables together with expected cash outflows on trade and other payables. In addition, the Group relies on overdrafts for working capital needs.

Market Risk

Market risk is the risk that changes in market prices, such as foreign exchange rates and interest rates, will affect the Group's income or the value of its financial instruments held. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimizing the return.

Currency Risk

The Group is exposed to currency risk to the extent that there is a mismatch between the currencies in which sales, purchases and borrowings are denominated and the functional currency of the Group. The functional currency of all entities belonging to the Group is the Romanian Leu (RON).

The currency in which these transactions are primarily denominated is RON. Certain liabilities are denominated in foreign currency (EUR). The Group also has deposits, treasury bills, government bonds and bank accounts denominated in foreign currency (EUR). The Group's policy is to use the local currency in its transactions as far as practically possible. The Group does not use derivative or hedging instruments.

Interest Rate Risk

For financing purposes, the Group uses both medium and long-term bank loans and short-term loans in the form of overdraft facilities.

The Group is exposed to interest rate risk because entities in the Group borrow funds at both fixed and floating interest rates. The risk is managed by the Group by maintaining an appropriate mix between fixed and floating rate borrowings, as the long-term borrowings are contracted mainly at fixed rates, while the overdraft facilities bear variable rates. The Group does not have in place hedging contracts for interest rates.

The Group is exposed to the interest rate benchmark ROBOR, which is the interest rate on the Romanian interbank market, and EURIBOR.

INFORMATION INCORPORATED BY REFERENCE

The documents set out below shall be deemed to be incorporated in, and to form part of, this Base Prospectus *provided however that* any statement contained in any document incorporated by reference in, and forming part of, this Base Prospectus shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such statement. Such documents have been filed with the CSSF and physical copies will be made available, free of charge, during usual business hours at the specified offices of the Issuer.

(i)

(a) the 2026 Interim Financial Statements, prepared in accordance with IFRS-EU, are available at https://www.electrica.ro/wp-content/uploads/2026/08/20260831_ELSA_EN_Consolidated_condensed_interim_financial_statements_IFR_H1_2026.pdf

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(b) the Auditor's Review Report in respect of the 2026 Interim Financial Statements is available at https://www.electrica.ro/wp-content/uploads/2026/08/Review-Report_ELSA_HY-2026_ENG_signed.pdf

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(ii) the 2025 Financial Statements, prepared in accordance with IFRS-EU, together with the Auditor's Report thereto which are included at pages 707 to 793 of the 2025 annual report of the Issuer and are available at https://www.electrica.ro/wp-content/uploads/2026/06/ELSA_EN_2025_Raport_Anual.pdf

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(iii) the 2024 Financial Statements, prepared in accordance with IFRS-EU, together with the Auditor's Report thereto which are included at pages 658 to 747 of the 2024 annual report of the Issuer and are available at https://www.electrica.ro/wp-content/uploads/2025/05/Electrica_2025_Annual_report_2page_view.pdf

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In addition to the above, the following documents published by the Issuer from time to time on or after the date of this Base Prospectus (at https://www.electrica.ro/en/investors/results-and-reports/financial-results/) shall, when published, be incorporated by reference in, and form part of, this Base Prospectus:

(iv) the information set out in the following sections of any future audited consolidated financial statements (including the auditor's report thereon), prepared in accordance with IFRS-EU, of the Issuer for any annual period:

Consolidated Statement of Financial Position

Consolidated Statement of Profit or Loss

Consolidated Statement of Comprehensive Income

Consolidated Statement of Changes in Equity

Consolidated Statement of Cash Flows

Notes to the Consolidated Financial Statements

Independent auditor's report

(v) the information set out in the following sections of any future unaudited condensed consolidated interim financial statements (including the auditor's review report thereon), prepared in accordance with IFRS-EU, of the Issuer for any six-month period ended and as at 30 June:

Condensed Consolidated Statement of Financial Position

Condensed Consolidated Statement of Profit or Loss

Condensed Consolidated Statement of Comprehensive Income

Condensed Consolidated Statement of Changes in Equity

Condensed Consolidated Statement of Cash Flows

Notes to the Condensed Consolidated Financial Statements

Independent auditor's review report

(vi) the information set out in the following sections of any future unaudited condensed consolidated interim financial statements (including the auditor's review report thereon (if prepared)), prepared in accordance with IFRS-EU, of the Issuer for any three-month period ended and as at 31 March or 30 September:

Condensed Consolidated Statement of Financial Position

Condensed Consolidated Statement of Profit or Loss

Condensed Consolidated Statement of Comprehensive Income

Condensed Consolidated Statement of Changes in Equity

Condensed Consolidated Statement of Cash Flows

Notes to the Condensed Consolidated Financial Statements

Independent auditor's review report (if prepared)

Other than in relation to the documents which are deemed to be incorporated by reference in this Base Prospectus, the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus. The information on the websites to which this Base Prospectus refers has not been approved by the CSSF.

Where only certain parts of a document are incorporated by reference, the non-incorporated parts of the document are either not relevant to investors or are covered elsewhere in this Base Prospectus.

Any documents which are themselves incorporated by reference in the information incorporated by reference in this Base Prospectus will not form part of this Base Prospectus.

Supplements

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to supersede statements contained in this Base Prospectus (or any earlier supplement) or in a document which is incorporated by reference in this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "**necessary information**" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes, the reasons for the issuance and the impact on the Issuer. In relation to the different types of Notes which may be issued under the Programme, the Issuer has included in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions described in this Base Prospectus as completed to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus.

In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus, unless the context requires otherwise.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with Part A of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in the terms and conditions will have the meanings given to them in Part A of the relevant Final Terms. Those definitions will be endorsed on Notes in definitive form or Certificates (as the case may be). The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Forms of the Notes - Summary of Provisions Relating to the Notes while in Global Form".

This Note is one of a series (each a "**Series**") issued pursuant to the €1,000,000,000 Euro Medium Term Note Programme (the "**Programme**") established by Societatea Energetică Electrica S.A. (the "**Issuer**") on 29 October 2026. A fiscal agency agreement (as amended or restated from time to time, the "**Fiscal Agency Agreement**") dated 29 October 2026 has been entered into in relation to the Notes between the Issuer, Citibank, N.A., London Branch as fiscal agent, Citibank Europe plc as registrar and transfer agent, and the other agents named in it. The Notes have the benefit of a Deed of Covenant (as amended or restated from time to time, the "**Deed of Covenant**") dated 29 October 2026 executed by the Issuer relating to the Notes. The fiscal agent, the other paying agents, the registrar, any transfer agent and the calculation agent for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**Paying Agents**", the "**Registrar**" and the "**Transfer Agents**" (which expression shall include the Registrar) and the "**Calculation Agent**". "**Agents**" means the Fiscal Agent, the Registrar, the Transfer Agents and any other agent or agents appointed from time to time with respect to the Notes. The Fiscal Agency Agreement includes the form of the Notes. Copies of the Fiscal Agency Agreement and the Deed of Covenant are available for inspection during normal business hours on prior request from the applicable Agent at the Specified Offices of the Fiscal Agent, the Registrar and any Transfer Agents by a Noteholder (as defined below) upon sufficient proof of holding. The Noteholders are deemed to have notice of all the provisions of the Fiscal Agency Agreement applicable to them.

The term "**Notes**" means debt instruments, by whatever name called, issued under the Programme**.** The Notes may be issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**"). All subsequent references in these Conditions to "Notes" are to the Notes which are the subject of the relevant Final Terms. Notes issued under the Programme are issued in Series and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of the relevant final terms (the "**Final Terms**") which supplements these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail. Certain provisions of these Conditions are summaries of the Fiscal Agency Agreement and are subject to its detailed provisions.

1 Interpretation

(a) ***Definitions***: In these Conditions the following expressions have the following meanings:

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"**Additional Amounts**" has the meaning given in Condition 13(a) (*Gross-Up*);

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Adjustment Spread**" has the meaning given in Condition 9(a)(7) (*Definitions*);

"**Alternative Rate**" has the meaning given in Condition 9(a)(7) (*Definitions*);

"**Benchmark Amendments**" has the meaning given in Condition 9(a)(4) *(Benchmark Amendments*);

"**Benchmark Event**" has the meaning given in Condition 9(a)(7) (*Definitions*);

"**Broken Amount**" means, in respect of any Notes, the amount (if any) that is specified in the relevant Final Terms;

"**Business Day**" means:

(i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and

(iii) in relation to any Notes for which the Reference Rate is specified as SOFR in the relevant Final Terms, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Amount**" has the meaning given in the relevant Final Terms;

"**Code**" has the meaning given in Condition 13(b) (*FATCA*);

"**Coupon Sheet**" means, in respect of a Bearer Note, a coupon sheet relating to such Note;

"**Couponholders**" means the holders of the Coupons (whether or not attached to the relevant Notes);

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (a) the actual number of days in such Regular Period and (b) the number of Regular Periods in any year; and

(B) where the Calculation Period is longer than one Regular Period, the sum of:

(1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (I) the actual number of days in such Regular Period and (II) the number of Regular Periods in any year; and

(2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (I) the actual number of days in such Regular Period and (II) the number of Regular Periods in any year;

(ii) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(v) if "**30/360**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vi) if "**30E/360**" or "**Eurobond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(vii) if "**30E/360 (ISDA)**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (1) that day is the last day of February or (2) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (1) that day is the last day of February but not the Maturity Date or (2) such number would be 31, in which case D_2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from (and including) the first day of the Calculation Period to (but excluding) the last day of the Calculation Period;

"**Designated Maturity**" shall have the meaning specified in the relevant Final Terms;

"**Early Redemption Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Early Redemption Amount (Tax)**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Eurozone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor);

"**euro**" and "**€**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the EU, as amended;

"**FATCA Withholding**" has the meaning given in Condition 13(b) (*FATCA*);

"**Final Redemption Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**First Interest Payment Date**" means the date specified in the relevant Final Terms;

"**Fixed Coupon Amount**" has the meaning given in the relevant Final Terms;

"**Fixed Rate Note**" means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or dates in each year and on redemption or on such other dates as may be agreed between the Issuer and the relevant dealer(s) (as indicated in the relevant Final Terms);

"**Floating Rate Note**" means a Note on which interest is calculated at a floating rate payable at intervals of one, two, three, six or 12 months or at such other intervals as may be agreed between the Issuer and the relevant dealer(s) (as indicated in the relevant Final Terms);

"**Group**" means the Issuer and its Subsidiaries;

"**Holder**", in the case of Bearer Notes, has the meaning given in Condition 2(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 2(d) (*Title to Registered Notes*);

"**Independent Adviser**" has the meaning given in Condition 9(a)(7) (*Definitions*);

"**Initial Rate of Interest**" has the meaning specified in the relevant Final Terms;

"**Interest Amount**" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" shall mean the date specified as such in the relevant Final Terms, or if the Reference Rate is EURIBOR, unless specified otherwise in the relevant Final Terms, the second TARGET Settlement Day prior to the start of each Interest Period;

"**Interest Payment Date**" means the First Interest Payment Date and any date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the first Interest Payment Date or next Interest Payment Date (as the case may be);

"**ISDA Definitions**" means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website (www.isda.org);

"**Issue Date**" has the meaning given in the relevant Final Terms;

"**Margin**" has the meaning given in the relevant Final Terms;

"**Material Subsidiary**" means any Subsidiary:

(A) whose total assets or gross revenues (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent not less than 10 per cent. of the consolidated total assets or consolidated gross revenues, as the case may be, of the Group (each as calculated respectively by reference to the latest financial statements (consolidated or, as the case may be, unconsolidated) of the Subsidiary and the then latest audited consolidated financial statements of the Issuer; **provided that** in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer relate for the purpose of applying each of the foregoing tests, the reference to the Issuer's latest audited consolidated financial statements shall be deemed to be a reference to such financial statements as if such Subsidiary had been shown therein by reference to its then latest relevant financial statements, adjusted as deemed appropriate by the auditors for the time being after consultation with the Issuer; or

(B) to which is transferred all or substantially all of the business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon (1) in the case of a transfer by a Material Subsidiary, the transferor Material Subsidiary shall

immediately cease to be a Material Subsidiary and (2) the transferee Subsidiary shall immediately become a Material Subsidiary, **provided that** on or after the date on which the relevant financial statements for the financial period current at the date of such transfer are published, whether such transferor Subsidiary or such transferee Subsidiary is or is not a Material Subsidiary shall be determined pursuant to the provisions of sub-paragraph (A) above;

"**Maturity Date**" has the meaning given in the relevant Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Non-Recourse Debt**" means any Relevant Indebtedness incurred by a project company in connection with a project where the relevant project assets comprise all of the business of that project company, where the holders of the Relevant Indebtedness have no recourse against any Material Subsidiary or its assets except for recourse to:

(A) the project assets;

(B) the project company for the purpose of enforcing any Security Interest against it, so long as the recourse is limited to recoveries in respect of the project assets; and

(C) a Material Subsidiary to the extent of its shareholding or other interest in the relevant project company,

and for the purposes of this definition: "**project**" means any particular project of a Material Subsidiary for the ownership, creation, development or exploitation of any of its assets; "**project assets**" means any assets used in connection with that project; and "**project company**" means the Material Subsidiary which owns the project assets;

"**Noteholder**", in the case of Bearer Notes, has the meaning given in Condition 2(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 2(d) (*Title to Registered Notes*);

"**Optional Redemption Amount (Call)**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Amount (Put)**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Date**" means the Optional Redemption Date (Call) or the Optional Redemption Date (Put), as applicable;

"**Optional Redemption Date (Call)**" has the meaning given in the relevant Final Terms;

"**Optional Redemption Date (Put)**" has the meaning given in the relevant Final Terms;

"**Original Reference Rate**" has the meaning given in Condition 9(a)(7) (*Definitions*);

"**Payment Business Day**" means:

(i) if the currency of payment is euro, any day (other than a Saturday, Sunday or public holiday) which is:

(A) a day on which (1) banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies or

(2) commercial banks are open for general business (including dealings in foreign currencies) in the city where the Fiscal Agent has its Specified Office; and

(B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre;

(ii) if the currency of payment is not euro, any day (other than a Saturday, Sunday or public holiday) which is:

(A) a day on which (1) banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies or (2) commercial banks are open for general business (including dealings in foreign currencies) in the city where the Fiscal Agent has its Specified Office; and

(B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**Permitted Security Interest**" means:

(A) any Security Interest over or affecting any asset of any company which becomes a Material Subsidiary after the Issue Date, where the Security Interest is created prior to the date on which that company becomes a Subsidiary, if

(i) the Security Interest was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not increased in contemplation of, or since the acquisition of, that company; and

(B) any Security Interest over or affecting any asset the subject of any Security Interest referred to in sub-paragraph (a) of this definition ("**Existing Security**") for the purpose of and to the extent of any refinancing of the Relevant Indebtedness secured by such Existing Security, **provided that** the principal amount secured has not increased; or

(C) any Security Interest over project assets or a project company securing Non-Recourse Debt;

"**person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency provided, however, that:

(i) in relation to euro, it means the principal financial centre of such Member State of the EU as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer;

(ii) in relation to Australian dollars, it means Sydney; and

(iii) in relation to New Zealand Dollars, it means either Wellington or Auckland as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer;

"**Put Option Notice**" means a notice which must be delivered to an Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"**Put Option Receipt**" means a receipt issued by an Agent to a depositing Noteholder upon deposit of a Note with such Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Reference Price**" has the meaning given in the relevant Final Terms;

"**Reference Rate**" shall mean (i) EURIBOR, (ii) SOFR, (iii) €STR or as otherwise specified in the relevant Final Terms, in each case for the relevant currency and for the relevant period as specified in the relevant Final Terms;

"**Regular Period**" means:

(i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period from (and including) one Interest Payment Date to (but excluding) the next Interest Payment Date;

(ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from (and including) a Regular Date falling in any year to (but excluding) the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from (and including) a Regular Date falling in any year to (but excluding) the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Date**" means (i) in respect of any payment other than a sum to be paid by the Issuer in the event of the bankruptcy, insolvency, winding up or dissolution of the Issuer, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Holders that, upon further surrender of the Certificate or Bearer Note representing such Note being made in accordance with these Conditions, such payment will be made, **provided that** payment is in fact made upon such surrender, and (ii) in respect of a sum to be paid by the Issuer in the event of the bankruptcy, insolvency, winding up or dissolution of the Issuer, the date which is one day prior to the date on which an order is made or a resolution is passed for any such bankruptcy, insolvency, winding up or dissolution;

"**Relevant Indebtedness**" means any indebtedness which is in the form of, or represented or evidenced by bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Jurisdiction**" means Romania or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal, premium (if any) and/or interest on the Notes;

"**Relevant Nominating Body**" has the meaning given in Condition 9(a)(7) (*Definitions*);

"**Relevant Screen Page**" means the page, section or other part of a particular information service (or any successor or replacement page, section or other part of a particular information service, including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Resolution**" has the meaning given in the Fiscal Agency Agreement;

"**Security Interest**" has the meaning given in Condition 4 (*Negative Pledge*);

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" has the meaning given in the relevant Final Terms;

"**Specified Office**" has the meaning given in the Fiscal Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Subsequent Margin**" means the margin(s) specified as such in the relevant Final Terms;

"**Subsidiary**" means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer;

"**Successor Rate**" has the meaning given in Condition 9(a)(7) (*Definitions*);

"**Talon**" means a talon for further Coupons;

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro;

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

"**Zero Coupon Note**" means a Note specified as such in the relevant Final Terms.

(b) ***Interpretation***: In these Conditions:

(i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;

(ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;

(iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;

(iv) any reference to principal shall be deemed to include the Redemption Amount, any Additional Amounts in respect of principal which may be payable under Condition 13 (*Taxation*) or any undertakings given in addition thereto or in substitution therefor or any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

(v) any reference to interest shall be deemed to include any Additional Amounts in respect of interest which may be payable under Condition 13 (*Taxation*) and any undertakings given in addition thereto or in substitution therefor or any other amount in the nature of interest payable pursuant to these Conditions;

(vi) references to the Notes being "**outstanding**" shall be construed in accordance with the Fiscal Agency Agreement; and

(vii) if an expression is stated in Condition 1(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "Not Applicable", then such expression is not applicable to the Notes.

2 Form, Denomination, Title and Transfer

(a) ***Bearer Notes***

Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.

(b) ***Title to Bearer Notes***

Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, "**Holder**" means the holder of such Bearer Note and "**Noteholder**" and "**Couponholder**" shall be construed accordingly.

(c) ***Registered Notes***

Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.

(d) ***Title to Registered Notes***

The Registrar will maintain the register in accordance with the provisions of the Fiscal Agency Agreement ("**Register**"). A certificate (each, a "**Certificate**") will be issued to each Holder of Registered Notes in respect of its registered holding. Each Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, "**Holder**" means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly.

(e) ***Ownership***

The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or

any other interest therein, any writing thereon or, in the case of Registered Notes, on the Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no person shall be liable for so treating such Holder.

(f) ***Transfers of Registered Notes***

Subject to Conditions 2(j) (*Closed periods*) and 2(k) (*Regulations concerning transfers and* registration), a Registered Note may be transferred in whole or in part upon the surrender of the relevant Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer; provided, however, that a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Registered Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred is Specified Denominations. Where not all the Registered Notes represented by the surrendered Certificate are the subject of the transfer, a new Certificate in respect of the balance of the Registered Notes will be issued to the transferor and in any case a further new Certificate will be issued to the transferee in respect of the part transferred.

(g) ***Exercise of Options or Partial Redemption in Respect of Registered Notes***

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(h) ***Registration and delivery of Certificates***

Within three business days of the surrender of a Certificate in accordance with Condition 2(f) (*Transfers of Registered Notes*), the Registrar will register the transfer in question and deliver a new Certificate in respect of a like principal amount of the Registered Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this Condition 2(h) (*Registration and delivery of Certificates*), "**business day**" means a day on which commercial banks and foreign exchange markets settle payments generally in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

(i) ***No charge***

The transfer of a Registered Note will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(j) ***Closed periods***

No Noteholder may require the transfer of a Note to be registered (i) during the period of 15 days ending on (and including) the due date for redemption of that Note, (ii) during the period of 15 days prior to (and including) any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 10(b) (*Redemption at the option of the Issuer*), 10(c) (*Redemption for Taxation Reasons*), 10(d) (*Make-Whole Call Option*) or 10(e) (*Clean-Up Call Option*), (iii) after the Notes have been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date.

(k) ***Regulations concerning transfers and registration***

All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Fiscal Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

(l) ***No exchange***

Registered Notes may not be exchanged for Bearer Notes and Bearer Notes may not be exchanged for Registered Notes.

3 Status

(a) ***Status of Notes***: The Notes and the Coupons relating to them constitute (subject to Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4 (*Negative Pledge*), at all times rank at least equally with all its present and future unsecured and unsubordinated indebtedness and monetary obligations.

(b) ***No Security/Guarantee: No Enhancement of Seniority***

The Notes are neither secured nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Notes and the Coupons relating to them.

4 Negative Pledge

So long as any Note or Coupon remains outstanding (as defined in the Fiscal Agency Agreement), the Issuer will not, and will ensure that none of its Material Subsidiaries will, create, or have outstanding, any mortgage, charge, lien, pledge or other security interest (each a "**Security Interest**"), other than a Permitted Security Interest, upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by a Resolution (as defined in the Fiscal Agency Agreement) of the Noteholders.

5 Fixed Rate Note Provisions

(a) ***Application***

This Condition 5 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) ***Accrual of interest***

The Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Conditions 11 (*Payments – Bearer Notes*) and 12 (*Payments – Registered Notes*) (as applicable). Each Note will cease to bear interest from (and including) the due date for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (*Fixed Rate Note Provisions*) (both before and after judgment) up to (but excluding) the Relevant Date.

(c) ***Fixed Coupon Amount***

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination. Payments of interest on any Interest Payment Date will, if so specified in the relevant Final Terms, amount to the Broken Amount so specified.

(d) ***Calculation of interest amount***

The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose, a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, it means one cent.

6 Floating Rate Note Provisions

(a) ***Application***

This Condition 6 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) ***Accrual of interest***

The Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Conditions 11 (*Payments – Bearer Notes*) and 12 (*Payments – Registered Notes*) (as applicable). Each Note will cease to bear interest from (and including) the due date for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (*Floating Rate Note Provisions*) (both before and after judgment) up to (but excluding) the Relevant Date.

(c) ***Screen Rate Determination – Other than Floating Rate Notes which reference SOFR or €STR***

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and the relevant Final Terms do not specify that the Reference Rate is SOFR or €STR, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent, subject to Condition 9(a) (*Benchmark Discontinuation*), on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the period of time designated in the Reference Rate were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the period of time designated in the Reference Rate were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the period of time designated in the Reference Rate, then the Issuer shall determine such rate at such time and by reference to such sources as it determines appropriate (including, where the Issuer deems appropriate, in consultation with an Independent Adviser);

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(iv) if, in the case of paragraph (i) above, such rate does not appear on that page or, in the case of paragraph (iii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Issuer will request appropriate quotations and advise them to the Calculation Agent who will then determine the arithmetic mean of the rates at which deposits in the relevant currency are offered by four major banks (selected by the Issuer) as at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Issuer, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period or, in the absence of a preceding Interest Period, the Rate of Interest applicable to the Notes during such Interest Period shall be the Initial Rate of Interest.

(d) ***Screen Rate Determination - Floating Rate Notes which reference SOFR or €STR***

(i) If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, Index Determination is specified in the relevant Final Terms as not applicable and the Reference Rate specified in the relevant Final Terms is SOFR or €STR:

(A) where the Calculation Method in respect of the relevant Series of Notes is specified in the relevant Final Terms as being "**Compounded Daily**", the Rate of Interest applicable to the Notes for each Interest Period will (subject to Condition 9(a) (*Benchmark Discontinuation*) or Condition 9(b) (*Benchmark Transition Event*), as the case may be, and Condition 6(g) (*Floating Rate Note Provisions– Maximum or Minimum Rate of Interest*) and subject as provided below) be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards; and

(B) where the Calculation Method in respect of the relevant Series of Notes is specified in the relevant Final Terms as being "**Weighted Average**", the Rate of Interest applicable to the Notes for each Interest Period will (subject to Condition 9(a) (*Benchmark Discontinuation*) or Condition 9(b) (*Benchmark Transition Event*), as the case may be, and Condition 6(g) (*Floating Rate Note Provisions– Maximum or Minimum Rate of Interest*) and subject as provided below) be the Weighted Average Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

(ii) Where "**SOFR**" is specified as the Reference Rate in the relevant Final Terms, subject to Condition 9(b) (*Benchmark Transition Event*), if, in respect of any Local Business Day, the Calculation Agent determines that the Reference Rate does not appear on the Relevant Screen Page, such Reference Rate shall be the SOFR for the first preceding Local Business Day on which the SOFR was published on the Relevant Screen Page ("**r**" shall be interpreted accordingly).

(iii) Where "**€STR**" is specified as the Reference Rate in the relevant Final Terms, subject to Condition 9(a) (*Benchmark Discontinuation*), if, in respect of any Local Business Day, the Calculation Agent determines that the Reference Rate does not appear on the Relevant Screen Page, such Reference Rate shall be the €STR for the first preceding Local Business Day on which the €STR was published on the Relevant Screen Page ("**r**" shall be interpreted accordingly).

(iv) In the event that the Rate of Interest for the relevant Interest Period cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 9(a) (*Benchmark Discontinuation*) or Condition 9(b) (*Benchmark Transition Event*), as the case may be, the Rate of Interest for such Interest Period shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period), (ii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest

Period for the Notes, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period) or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Period.

(v) If the relevant Series of Notes becomes due and payable in accordance with Condition 14 (*Events of Default*), the last Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(vi) For the purposes of this Condition 6(d) (*Floating Rate Note Provisions – Screen Rate Determination - Floating Rate Notes which reference SOFR or €STR*):

If "**Payment Delay**" is specified in the relevant Final Terms as being applicable, all references in these Conditions to interest on the Notes being payable on an Interest Payment Date shall be read as references to interest on the Notes being payable on an Effective Interest Payment Date instead;

"**Applicable Period**" means,

(A) where "**Lag**", "**Lock-out**" or "**Payment Delay**" is specified as the Observation Method in the relevant Final Terms, Interest Period; and

(B) where "**Observation Shift**" is specified as the Observation Method in the relevant Final Terms, Observation Period;

"**Calculation Method**" has the meaning given in the relevant Final Terms;

"**Compounded Daily Reference Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{i-pLBD}\ \mathrm{x}\ n_i}{D}\right)-1\right]\ \mathrm{x}\ \frac{D}{d}$$

where:

"**D**" is the number specified in the relevant Final Terms;

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period;

"**d_o**" means, for the relevant Applicable Period, the number of Local Business Days in such Applicable Period;

"**Effective Interest Payment Date**" means any date or dates specified as such in the relevant Final Terms;

"**€STR**" means, in respect of any Local Business Day, a reference rate equal to the daily euro short-term rate for such euro Local Business Day as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank as at the date of the Base Prospectus at https://www.ecb.europa.eu, or any successor website officially designated by the European Central Bank (the "**ECB's Website**") in each case, on or before 9:00 a.m. (Central European Time) on the Local Business Day immediately following such Local Business Day;

"**i**" means, for the relevant Applicable Period, a series of whole numbers from one to d_o, each representing the relevant Local Business Day in chronological order from, and including, the first Local Business Day in such Applicable Period;

"**Local Business Day**" or "**LBD**" means, (i) where "**SOFR**" is specified as the Reference Rate, any day which is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed; and (ii) where "**€STR**" is specified as the Reference Rate, a TARGET Settlement Day;

"**Lock-out Period**" means the period from, and including, the day following the relevant Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"$\mathbf{n_i}$", for any Local Business Day "i" in the Applicable Period, means the number of calendar days from, and including, such Local Business Day "i" up to but excluding the following Local Business Day;

"**New York Federal Reserve's Website**" means the website of the Federal Reserve Bank of New York as at the date of the Base Prospectus at https://www.newyorkfed.org, or any successor website of the Federal Reserve Bank of New York;

"**Observation Method**" shall be as set out in the relevant Final Terms;

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "p" Local Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" Local Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Local Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means, for any Interest Period:

(A) where "**Lag**" is specified as the Observation Method in the relevant Final Terms, the number of Local Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five Local Business Days);

(B) where "**Lock-out**" is specified as the Observation Method in the relevant Final Terms, zero;

(C) where "**Observation Shift**" is specified as the Observation Method in the relevant Final Terms, the number of Local Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five Local Business Days);

"**r**" means:

(A) where in the relevant Final Terms "**SOFR**" is specified as the Reference Rate and either "**Lag**" or "**Observation Shift**" is specified as the Observation Method, in respect of any Local Business Day, the SOFR in respect of such Local Business Day;

(B) where in the relevant Final Terms "**€STR**" is specified as the Reference Rate and either "**Lag**" or "**Observation Shift**" is specified as the Observation Method, in respect of any Local Business Day, the €STR in respect of such Local Business Day;

(C) where in the relevant Final Terms "**SOFR**" is specified as the Reference Rate and "**Lock-out**" is specified as the Observation Method:

(i) in respect of any Local Business Day "**i**" that is a Reference Day, the SOFR in respect of the Local Business Day immediately preceding such Reference Day, and

(ii) in respect of any Local Business Day "**i**" that is not a Reference Day (being a Local Business Day in the Lock-out Period), the SOFR in respect of the Local Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date);

(D) where in the relevant Final Terms "**€STR**" is specified as the Reference Rate and "**Lock-out**" is specified as the Observation Method:

(i) in respect of any Local Business Day "i" that is a Reference Day, the €STR in respect of the Local Business Day immediately preceding such Reference Day, and

(ii) in respect of any Local Business Day "**i**" that is not a Reference Day (being a Local Business Day in the Lock-out Period), the €STR in respect of the Local Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date);

(E) where in the relevant Final Terms "**SOFR**" is specified as the Reference Rate and "**Payment Delay**" is specified as the Observation Method, in respect of any Local Business Day, the SOFR in respect of such Local Business Day **provided, however, that**, in the case of the last Interest Period, in respect of each Local Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, "**r**" shall be the SOFR in respect of the Rate Cut-off Date; and

(F) where in the relevant Final Terms "**€STR**" is specified as the Reference Rate and "**Payment Delay**" is specified as the Observation Method, in respect of any Local Business Day, the €STR in respect of such Local Business Day, **provided, however, that**, in the case of the last Interest Period, in respect of each Local Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, "**r**" shall be the €STR in respect of the Rate Cut-off Date;

"**Rate Cut-off Date**" has the meaning given in the relevant Final Terms;

"**Reference Day**" means each Local Business Day in the relevant Interest Period, other than any Local Business Day in the Lock-out Period;

"$r_{i\text{-}pLBD}$" means the applicable Reference Rate as set out in the definition of "**r**" above for (i) where, in the relevant Final Terms, "**Lag**" is specified as the Observation Method, the Local Business Day (being a Local Business Day falling in the relevant Observation Period) falling "**p**" Local Business Days prior to the relevant Local Business Day "**i**" or, (ii) otherwise, the relevant Local Business Day "**i**";

"**SOFR**" means, in respect of any Local Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Federal Reserve's Website, in each case on or about 5.00 p.m. (New York City Time) (the "**SOFR Determination Time**") on the Local Business Day immediately following such Local Business Day;

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; and

"**Weighted Average Reference Rate**" means:

(A) where "**Lag**" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Local Business Day shall be deemed to be the Reference Rate in effect for the Local Business Day immediately preceding such calendar day; and

(B) where "**Lock-out**" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, **provided, however, that** for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Local Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Local Business Day immediately preceding such calendar day.

(e) ***Index Determination***

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and Index Determination is specified in the relevant Final Terms as being applicable, the Rate of Interest applicable to the Notes for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula and rounded to the Relevant Decimal Place, all as determined and calculated by the Calculation Agent on the relevant Interest Determination Date plus or minus (as indicated in the relevant Final Terms) the Margin:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) X \frac{Numerator}{d}$$

where:

"**Compounded Index**" means SOFR Compounded Index;

"**Compounded Index End**" means the Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from such Interest Period);

"**Compounded Index Start**" means the Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**Index Days**" means U.S. Government Securities Business Days;

"**Numerator**" shall, unless otherwise specified in the relevant Final Terms, be 360;

"**Relevant Decimal Place**" shall, unless otherwise specified in the relevant Final Terms, be the seventh decimal place, rounded up or down, if necessary (with 0.00000005 being rounded upwards);

"**Relevant Number**" shall, unless otherwise specified in the relevant Final Terms, be two; and

"**SOFR Compounded Index**" means the compounded daily SOFR rate, as published at 15:00 (New York time) by the Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source.

Provided that a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred in respect of SOFR, if, with respect to any Interest Period, the relevant Compounded Index Start and/or Compounded Index End is not published by the administrator, the Calculation Agent shall calculate the Rate of Interest for that Interest Period in accordance with Condition 6(d) (*Floating Rate Note Provisions – Screen Rate Determination - Floating Rate Notes which reference SOFR or €STR*) as if Index Determination was not specified in the relevant Final Terms as being applicable. For these purposes, (i) the Reference Rate shall be deemed to be SOFR, (ii) the Calculation Method shall be deemed to be Compounded Daily, (iii) the Observation Method shall be deemed to be Observation Shift, (iv) the Observation Look-back Period shall be deemed to be the Relevant Number, and (v) D shall be deemed to be the Numerator. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of SOFR, the provisions of Condition 9(b) (*Benchmark Transition Event*) shall apply *mutatis mutandis* in respect of this Condition 6(e) (*Index Determination*), as applicable.

(f) ***ISDA Determination***

If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option is as specified in the relevant Final Terms;

(ii) the Designated Maturity is a period specified in the relevant Final Terms; and

(iii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Issuer shall determine such rate at such time and by reference to such sources as it determines appropriate.

The expressions "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**" and "**Designated Maturity**" in this Condition 6(f) (*ISDA Determination*) have the respective meanings given to them in the ISDA Definitions.

(g) ***Maximum or Minimum Rate of Interest***

If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise specified in the relevant Final Terms, the Minimum Rate of Interest shall be zero.

(h) ***Calculation of Interest Amount***

The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose, a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(i) ***Publication***

The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it, together with any relevant payment date(s), to be notified to the Issuer and the Agents and the Issuer shall notify each competent authority and/or stock exchange on which the Notes are for the time being admitted to listing and/or trading as soon as possible after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also be given to the Noteholders by the Issuer in accordance with Condition 20 (*Notices*) as soon as possible after the determination or calculation thereof. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing

provisions) without notice in the event of an extension or shortening of the relevant Interest Period. Any such recalculation will promptly be notified to each competent authority and/or stock exchange on which the Notes are for the time being admitted to listing and/or trading and to the Noteholders in accordance with Condition 20 (*Notices*). If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

(j) ***Notifications, etc.***

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 (*Floating Rate Note Provisions*) by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Calculation Agent, the Agents and all Holders and no liability to the Holders, Couponholders or (subject to the provisions of the Fiscal Agency Agreement) the Issuer shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

7 Zero Coupon Note Provisions

(a) ***Application***

This Condition 7 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(b) ***Late payment on Zero Coupon Notes***

If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date of the first Tranche of the relevant Series of Notes to (but excluding) whichever is the earlier of (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (B) the day which is seven days after the Fiscal Agent (acting on the instructions of the Issuer) has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

8 Fixed/Floating Rate Notes

(a) ***Application***

This Condition 8 (*Fixed/Floating Rate Notes*) is applicable to the Notes only if the Fixed Rate Note Provisions and the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) ***Fixed/Floating Rate***

The Issuer may issue Notes (i) that the Issuer may elect to convert on the date set out in the relevant Final Terms from a Fixed Rate Note to a Floating Rate Note, or from a Floating Rate Note to a Fixed Rate Note or (ii) that will automatically change from a Fixed Rate Note to a Floating Rate Note, or from

a Floating Rate Note to a Fixed Rate Note on the date set out in the relevant Final Terms, in either case, as set out in the relevant Final Terms.

9 Benchmark Discontinuation and Benchmark Transition Event

(a) Benchmark Discontinuation

This Condition 9(a) (*Benchmark Discontinuation*) applies to Floating Rate Notes which do not reference SOFR.

(1) *Independent Adviser*

Notwithstanding the fallback provisions provided for in Condition 6(c) (*Screen Rate Determination – Other than Floating Rate Notes which reference SOFR or €STR*), if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 9(a)(2) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 9(a)(3) (*Adjustment Spread*)) and any Benchmark Amendments (in accordance with Condition 9(a)(4) (*Benchmark Amendments*)).

An Independent Adviser appointed pursuant to this Condition 9(a) (*Benchmark Discontinuation*) shall act in good faith and in a commercially reasonable manner. In the absence of fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 9(a) (*Benchmark Discontinuation*).

If the Issuer is unable to appoint an Independent Adviser prior to the IA Determination Cut-Off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may still determine (x) a Successor Rate or, failing which, an Alternative Rate and (y) in either case, an Adjustment Spread if any in accordance with this Condition 9(a) (*Benchmark Discontinuation*).

If the Independent Adviser appointed by the Issuer or the Issuer (as applicable) fails to determine a Successor Rate or, failing which, an Alternative Rate and, in either case, an Adjustment Spread in accordance with this Condition 9(a) (*Benchmark Discontinuation*) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the Initial Rate of Interest. Where a different Margin, Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin, Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this sub-paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 9(a) (*Benchmark Discontinuation*).

(2) *Successor Rate or Alternative Rate*

If in accordance with this Condition 9(a) *(Benchmark Discontinuation) it* is determined that:

(i) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 9(a) (*Benchmark Discontinuation*)); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 9(a) (*Benchmark Discontinuation*)).

(3) ***Adjustment Spread***

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be), including for each subsequent determination of a relevant Rate of Interest (or any component part(s) thereof) by reference to such Successor Rate or Alternative Rate (as applicable) subject to the subsequent operation of this Condition 9(a) (*Benchmark Discontinuation*).

If the Independent Adviser or the Issuer (as applicable) is unable to determine the Adjustment Spread (or the formula or methodology for determining such Adjustment Spread), then the fallback provisions described in the final sub-paragraph of Condition 9(a)(1) (*Independent Adviser*) shall apply. For the avoidance of doubt, this sub-paragraph shall apply to the relevant next succeeding Interest Period, and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first sub-paragraph of Condition 9(a)(1) (*Independent Adviser*).

(4) ***Benchmark Amendments***

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 9(a) (*Benchmark Discontinuation*) and the Independent Adviser determines (i) that amendments to these Conditions and/or the Fiscal Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 9(a)(5) (*Notices, etc.*), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Fiscal Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Fiscal Agent of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 9(a)(5) (*Notices, etc.*), the Fiscal Agent and any other agents party to the Fiscal Agency Agreement shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer and use reasonable endeavours to effect any Benchmark Amendments and the Agents shall not be liable to any party for any consequences thereof, provided that the Agents shall not be obliged so to concur or use such endeavours if in the opinion of the Agents doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in these Conditions and/or any documents to which it is a party in any way. For the avoidance of doubt, no Noteholder consent shall be required in connection with

effecting any Benchmark Amendments or such other changes, including for the execution of any documents, amendments or other steps by the Issuer or the Fiscal Agent (if required or deemed useful by the Issuer or the Fiscal Agent).

In connection with any such variation in accordance with this Condition 9(a)(4) (*Benchmark Amendments*), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notwithstanding anything included in the ISDA Definitions, the Base Prospectus, Final Terms, and/or any other transaction document (the "**Transaction Documents**") for any series of the Notes to the contrary, the Issuer agrees that the Fiscal Agent or Citibank, N.A. London Branch (in its capacity as Calculation Agent, if so appointed) will have no obligation to exercise any discretion (including, but not limited to, determinations of alternative or substitute benchmarks, successor reference rates, screen pages, interest adjustment factors, fractions or spreads, market disruptions, benchmark amendment conforming changes, selection and polling of reference banks), and to the extent the Transaction Documents for any series of Notes requires the Calculation Agent to exercise any such discretions and/or make such determinations, such references shall be construed as the Issuer or its financial adviser or alternate agent appointed by the Issuer exercising such discretions and/or determinations and/or actions and not the Calculation Agent.

(5) ***Notices, etc.***

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 9(a) (*Benchmark Discontinuation*) will be notified promptly by the Issuer to the Calculation Agent, the Agents and, in accordance with Condition 20 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent (to make available at its registered office to the Holders) a certificate signed by two authorised signatories of the Issuer:

(a) confirming (A) that a Benchmark Event has occurred, (B) the Successor Rate or, as the case may be, the Alternative Rate, (C) the applicable Adjustment Spread and/or (D) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 9(a) (*Benchmark Discontinuation*); and

(b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Calculation Agent and the Agents shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. For the avoidance of doubt, the Fiscal Agent shall not be liable to the Holders or any other such person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Calculation Agent's and the Agents' respective abilities to rely on such certificate as aforesaid) be binding on the Issuer, the Calculation Agent, the Agents and the Noteholders.

(6) ***Survival of Original Reference Rate***

Without prejudice to the obligations of the Issuer under Condition 9(a)(1) (*Independent Adviser*), Condition 9(a)(2) (*Successor Rate or Alternative Rate*), Condition 9(a)(3) (*Adjustment Spread*) and Condition 9(a)(4) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 6(c) (*Screen Rate Determination – Other than Floating Rate Notes which reference SOFR or €STR*), will continue to apply unless and until a Benchmark Event has occurred and the Fiscal Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be) and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 9(a)(5) (*Notices, etc.*).

(7) ***Definitions***

As used in this Condition 9(a) (*Benchmark Discontinuation*):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case, to be applied to the Successor Rate or the Alternative Rate (as the case may be), and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);

(ii) the Independent Adviser or, if the Issuer is unable to appoint an Independent Adviser, the Issuer determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions which reference the Original Reference Rate to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);

(iii) the Independent Adviser or, if the Issuer is unable to appoint an Independent Adviser, the Issuer determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be) or (if the Independent Adviser or, where applicable, the Issuer determines that no such industry standard is recognised or acknowledged, to be appropriate);

(iv) the Independent Adviser or, if the Issuer is unable to appoint an Independent Adviser, the Issuer determines, having regard to the objective, so far as is reasonably practicable in the circumstances, has the effect of reducing or eliminating any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or, if the Issuer is unable to appoint an Independent Adviser, the Issuer determines in accordance with Condition 9(a)(2) (*Successor Rate or Alternative Rate*) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes and of a duration corresponding to the relevant Interest Period;

"**Benchmark Amendments**" has the meaning given to it in Condition 9(a)(4) (*Benchmark Amendments*);

"**Benchmark Event**" means:

(i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or

(ii) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or

(v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of an underlying market; or

(vi) it has become unlawful for any Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the making of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Fiscal Agent, the Calculation Agent and the Paying Agents;

"**IA Determination Cut-Off Date**" means the day falling no later than five Business Days prior to the Interest Determination Date;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate experience in the international debt capital markets appointed by the Issuer at its own expense under Condition 9(a)(1) (*Independent Adviser*);

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes or, if applicable, any other successor or alternative rate (or any component part thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 9(a) (*Benchmark Discontinuation*);

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (bb) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (cc) a group of the aforementioned central banks or other supervisory authorities or (dd) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(b) **Benchmark Transition Event:**

Where the relevant Reference Rate, as the case may be, applicable to the Notes is SOFR, in addition and notwithstanding the provisions above in Condition 6 (*Floating Rate Note Provisions*), as applicable, this Condition 9(b) (*Benchmark Transition Event*) shall apply.

(i) **Benchmark Replacement:** If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(ii) **Benchmark Replacement Conforming Changes:** In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

(iii) **Decisions and Determinations**: Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 9(b) (*Benchmark Transition Event*), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the sole discretion of the Issuer or its designee, as applicable, and, notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the Holders or any other party. Neither the Fiscal Agent nor the Calculation Agent will have any liability for any determination made by or on behalf of the Issuer or its designee in connection with a Benchmark Transition Event or a Benchmark Replacement.

In no event shall the Fiscal Agent or Calculation Agent be responsible for determining if a Benchmark Transition Event has occurred or any substitute for SOFR, or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Fiscal Agent and the Calculation Agent will be entitled to conclusively rely on any determinations made by the Issuer or its designee and will have no liability for such actions taken at the direction of the Issuer or its designee.

In the event that the Rate of Interest for the relevant Interest Period, as applicable, cannot be determined in accordance with the foregoing provisions by the Issuer or its designee, the Rate of Interest for such

Interest Period, as applicable, shall be (i) that determined as at the immediately preceding Interest Determination Date, as applicable, (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, as applicable, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that immediately preceding Interest Period, as applicable), or (ii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Notes, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Period.

For the purposes of this Condition 9(b) (*Benchmark Transition Event*):

"**Benchmark**" means, initially, SOFR; **provided that** if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then "**Benchmark**" means the applicable Benchmark Replacement;

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(A) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;

(B) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or

(C) the sum of: (a) the alternate rate of interest that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. Dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(A) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice for the use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(A) in the case of sub-paragraph (A) or (B) of the definition of "**Benchmark Transition Event**" the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(B) in the case of sub-paragraph (C) of the definition of "**Benchmark Transition Event**" the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(A) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark (or such component), which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**designee**" means a designee as selected and separately appointed by the Issuer as designee for the Notes in writing;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, the SOFR Determination Time, and (2) if the Benchmark is not SOFR, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

10 Redemption and Purchase

(a) ***Scheduled redemption***

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the Final Terms at its Final Redemption Amount (which, unless otherwise provided in the Final Terms, is its nominal amount).

(b) ***Redemption at the option of the Issuer***

If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) on the Issuer giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 20 (*Notices*), or such other period(s) as may be specified in the relevant Final Terms, which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount specified in the relevant Final Terms (together with any accrued but unpaid interest to (but excluding) the relevant Optional Redemption Date (Call)).

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

(c) ***Redemption for Taxation Reasons***

The Notes may be redeemed at the option of the Issuer in whole, but not in part, (if the Notes are Floating Rate Notes) on the next Interest Payment Date or (if the Notes are not Floating Rate Notes) at any time at their Early Redemption Amount (Tax), together with any accrued but unpaid interest to the date fixed for redemption if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 13 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of any Relevant Jurisdiction, or any change in the application or official interpretation of such laws or regulations, which change or amendment (x) (subject to (y)) becomes, or would become,

effective on or after the Issue Date of the last Tranche of Notes of the relevant Series or (y) in the case of a change or proposed change in law, if such change is enacted (or, in the case of a proposed change, is expected to be enacted), on or after the Issue Date of the last Tranche of Notes of the relevant Series, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, **provided that** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

The Issuer must give not less than 30 days' nor more than 60 days' prior notice to the Fiscal Agent, the Registrar (if applicable), and the Noteholders in accordance with Condition 20 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption. Upon the expiry of any such notice as is referred to in this Condition 10(c) (*Redemption for Taxation Reasons*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(c) (*Redemption for Taxation Reasons*).

(d) ***Make-Whole Call Option***

If the Call Option is specified in the relevant Final Terms as being applicable and Make-Whole Amount is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount per Note shall be equal to the higher of (i) the nominal amount of the Note; and (ii) the sum of the then present values of the remaining scheduled payments of principal and Remaining Term Interest (assuming for this purpose the Notes are to be redeemed at their nominal amount on the Make-Whole Reference Date), in each case discounted to the relevant Optional Redemption Date on either an annual or a semi-annual basis as specified in the applicable Final Terms (based on the Day Count Fraction specified in the applicable Final Terms) at the Reference Dealer Rate plus any applicable Redemption Margin specified in the applicable Final Terms, all as determined by the Determination Agent; and in each case together with interest accrued to (but excluding) the relevant Optional Redemption Date.

Any redemption pursuant to this Condition 10(d) (*Make-Whole Call Option*) must be in whole, and not in part. Any notice of redemption given under Condition 10(c) (*Redemption for Taxation Reasons*) or Condition 10(e) (*Clean-Up Call Option*) will override any notice of redemption given (whether previously, on the same date or subsequently) under this Condition 10(d) (*Make-Whole Call Option*).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In this Condition:

"**Determination Agent**" means an investment banking, accountancy, appraisal or financial advisory firm with international standing that has (in the reasonable opinion of the Issuer) appropriate expertise relevant to the determination required to be made under this Condition 10(d) (*Make-Whole Call Option*) selected by the Issuer.

"**Make-Whole Reference Date**" means the earliest of (i) the Maturity Date, (ii) Optional Redemption Date (Call) (if applicable), and (iii) such other date (if any) specified as such in the applicable Final Terms.

"**Reference Bond**" means the government security specified in the applicable Final Terms, or (if such security is no longer in issue or, in the determination of the Determination Agent, with the advice of the Reference Dealers, is no longer appropriate by reason of illiquidity or otherwise), such other government security with a maturity date as near as possible to the Make-Whole Reference Date, as the Determination Agent may, with the advice of the Reference Dealers, determine to be appropriate by way of substitution for the original Reference Bond.

"**Reference Dealers**" means each of three banks selected by the Issuer which are (A) a primary government securities dealer, or (B) a market maker in pricing corporate bond issues; and

"**Reference Dealer Rate**" means with respect to the Reference Dealers and any Optional Redemption Date the average of the three quotations of the mid-market annual yield to maturity of the Reference Bond specified in the applicable Final Terms at the Quotation Time specified in the applicable Final Terms on the Determination Date specified in the applicable Final Terms and quoted in writing to the Determination Agent/Issuer by the Reference Dealers.

"**Remaining Term Interest**" means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to the Make-Whole Reference Date determined on the basis of the rate of interest applicable to such Note from and including the relevant Optional Redemption Date.

(e) ***Clean-Up Call Option***

If Clean-Up Call Option is specified as being applicable in the relevant Final Terms and the Clean-Up Call Minimum Percentage (or more) of the principal amount outstanding of the Notes originally issued have been redeemed or purchased and subsequently cancelled in accordance with this Condition 10 (*Redemption and Purchase*) , the Issuer may, at its option, give notice to (i) the Fiscal Agent, (ii) the Registrar (if applicable) and (iii) the Holders in accordance with Condition 20 (*Notices*) (which notice shall be irrevocable) that all (but not some only) of the outstanding Notes comprising the relevant Series shall be redeemed:

(i) in the case of all Notes other than Floating Rate Notes, at any time within the period of not less than 30 nor more than 60 days from the date of such notice; or

(ii) in the case of Floating Rate Notes, (1) on any Interest Payment Date falling within the period of not less than 30 nor more than 60 days from the date of such notice or (2) if there is no Interest Payment Date falling within (1) above, on the first Interest Payment Date to occur after the expiry of 60 days from the date of such notice,

in each case, at their principal amount or at such other amount as may be specified in the relevant Final Terms as the Clean-Up Call Option Amount together (in each case) with accrued interest (if any) thereon. Upon the expiry of such notice, the Issuer shall redeem the Notes.

For the purposes of this Condition 10(e) (*Clean-Up Call Option*), any further notes, bonds or debentures issued pursuant to Condition 19 (*Further Issues*) which are consolidated and form a single series with the Notes of any Series outstanding at that time will be deemed to be originally issued.

For the purposes of these Conditions, "**Clean-Up Call Minimum Percentage**" means 80 per cent., unless otherwise specified in the relevant Final Terms.

(f) ***Redemption at the option of Noteholders***

If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Note, redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice (which notice shall be irrevocable) at the relevant Optional Redemption Amount (Put), together with any accrued but unpaid interest to (but excluding) such date.

In order to exercise the option contained in this Condition 10(f) (*Redemption at the option of Noteholders*), the Holder of a Note must, not less than 30 days nor more than 60 days before the relevant Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Final Terms), deposit with any Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered

Notes) such Note, together with any unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Agent. The relevant Agent or the Registrar (as the case may be) with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 10(f) (*Redemption at the option of Noteholders*), may be withdrawn; provided, however, that if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Agent or Registrar (as the case may be) shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by an Agent or the Registrar (as the case may be) in accordance with this Condition 10(f) (*Redemption at the option of Noteholders*), the depositor of such Note and not such Agent or the Registrar (as the case may be) shall be deemed to be the Holder of such Note for all purposes.

(g) ***Partial redemption***

If the Notes are to be redeemed in part only on any date in accordance with Condition 10(b) (*Redemption at the option of the Issuer*) or Condition 10(d) (*Make-Whole Call Option*), in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place and in such manner as the Issuer considers appropriate, subject to compliance with applicable law, the rules of each competent authority and/or stock exchange by which the Notes have then been admitted to listing and/or trading and the notice to Noteholders referred to in Condition 10(b) (*Redemption at the option of the Issuer*) or Condition 10(d) (*Make-Whole Call Option*), as applicable, shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then any such redemption must relate to Notes of an aggregate principal amount at least equal to the Minimum Redemption Amount and no greater than the Maximum Redemption Amount (as applicable).

(h) ***No other redemption***

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 10(a) (*Scheduled redemption*) to 10(g) (*Partial redemption*).

(i) ***Early redemption of Zero Coupon Notes***

Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

(A) the Reference Price; and

(B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the relevant Series of Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the relevant Final Terms for the purposes of this Condition 10(i) *(Early redemption of Zero Coupon Notes*) or, if none is so specified, a Day Count Fraction of 30E/360.

(j) ***Purchase***

Notwithstanding Condition 3 (*Status*), the Issuer or any of its subsidiaries may purchase or otherwise acquire any of the outstanding Notes at any price in the open market or otherwise, provided that all unmatured Coupons are purchased therewith.

(k) ***Cancellation***

All Notes which are redeemed pursuant to this Condition 10 (*Redemption and Purchase*) will be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may be held, reissued, resold or, at the option of the Issuer, cancelled.

11 Payments – Bearer Notes

This Condition 11 (*Payments – Bearer Notes*) is only applicable to Bearer Notes.

(a) ***Principal***

Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Bearer Notes at the Specified Office of any Agent outside the United States by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.

(b) ***Interest***

Payments of interest shall, subject to Condition 11(h) (*Payments other than in respect of matured Coupons*), be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Agent outside the United States, in the manner described in Condition 11(a) (*Principal*).

(c) ***Payments in New York City***

Payments of principal or interest may be made at the Specified Office of an Agent in New York City if: (i) the Issuer has appointed Agents outside the United States with the reasonable expectation that such Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due; (ii) payment of the full amount of such interest at the offices of all such Agents is illegal or effectively precluded by exchange controls or other similar restrictions; and (iii) payment is permitted by applicable United States law.

(d) ***Payments subject to fiscal laws***

Save as provided in Condition 13 (*Taxation*), payments in respect of the Bearer Notes will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws and regulations to which the Issuer or its Agents are or agree to be subject and the Issuer or any of its Agents will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, and no commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) ***Deductions for unmatured Coupons***

If the relevant Final Terms specify that the Fixed Rate Note Provisions are applicable and a Bearer Note is presented for payment without all unmatured Coupons relating thereto:

(i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; provided, however, that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment; or

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; provided, however, that where this Condition 11(e)(ii)(A) would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; provided, however, that, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 11(a) (*Principal*) against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons.

(f) ***Unmatured Coupons void***

If the relevant Final Terms specify that the Floating Rate Note Provisions are applicable, on the due date for redemption of any Note or early redemption in whole of such Note pursuant to Conditions 10(b) (*Redemption at the option of the Issuer*), 10(c) (*Redemption for Taxation Reasons*), 10(f) (*Redemption at the option of Noteholders*) or 14 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

(g) ***Payments on business days***

If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(h) ***Payments other than in respect of matured Coupons***

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Agent outside the United States (or in New York City if permitted by Condition 11(c) (*Payments in New York City*)).

(i) ***Partial payments***

If an Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Agent will endorse thereon a statement indicating the amount and date of such payment.

(j) ***Exchange of Talons***

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 15 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

12 Payments – Registered Notes

This Condition 12 (*Payments – Registered Notes*) is only applicable to Registered Notes.

(a) ***Principal***

Payments of principal shall be made by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with a bank in the Principal Financial Centre of that currency and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Agent.

(b) ***Interest***

Payments of interest shall be made by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with a bank in the Principal Financial Centre of that currency and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Agent.

(c) ***Payments subject to fiscal laws***

Save as provided in Condition 13 (*Taxation*), payments in respect of the Registered Notes will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws and regulations to which the Issuer or its Agents are or agree to be subject, and the Issuer or any of its agents will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, and no commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) ***Payments on business days***

Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated: (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of an Agent; and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from the due date for a payment not being a Payment Business Day.

(e) ***Partial payments***

If an Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon

presentation of a Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Certificate.

(f) ***Record date***

Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the close of business in the place of the Registrar's Specified Office on the 15th business day before the due date for such payment (the "**Record Date**").

13 Taxation

(a) ***Gross-up***

All payments of principal, interest and any other amounts in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer will pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note or Coupon:

(i) held by or on behalf of a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of such Holder having some connection with the Relevant Jurisdiction other than a mere holding of such Note or Coupon; or

(ii) in respect of which the Note or Certificate is presented for payment more than 30 days after the Relevant Date except to the extent that the Holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on the last day of such period of 30 days; or

(iii) if the Holder could avoid such a withholding or deduction by providing a certificate of residence or any other similar documents or making any similar claim for exemption to the relevant tax authority.

References in these Conditions to interest shall be deemed to include any Additional Amounts which may become payable pursuant to the foregoing provisions or any undertakings given in addition thereto or in substitution therefor.

(b) ***FATCA***

Notwithstanding any other provisions of these Conditions or the Fiscal Agency Agreement, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 to 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

14 Events of Default

If any of the following events ("**Events of Default**") occurs, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable, **provided that** an Event of Default is continuing on the date of the receipt of such notice by the Fiscal Agent:

(a) **Non-Payment:** the Issuer fails to pay the principal of or any interest on any of the Notes when due and such failure continues for a period of seven days in the case of principal and 14 days in the case of interest; or

(b) **Breach of Other Obligations**: the Issuer does not perform or comply with any one or more of its other obligations in the Notes which default is incapable of remedy or is not remedied within 45 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Noteholder; or

(c) **Cross-Default**: (i) any other present or future indebtedness of the Issuer or any of its Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Issuer or any of its Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised **provided that** the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds the greater of (A) €50,000,000 and (B) 1.0 per cent. of the total consolidated assets of the Issuer or, in each case its equivalent in another currency (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates); or

(d) **Enforcement Proceedings**: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Subsidiaries and is not discharged or stayed within 30 days, **provided that** no event of default will occur unless such assets, property or revenues are worth, on an aggregate basis, equal to or exceed the greater of (A) €50,000,000 and (B) 1.0 per cent. of consolidated total assets of the Issuer or, in each case, its equivalent in another currency (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates); or

(e) **Security Enforced**: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager or other similar person) and is not discharged or stayed within 30 days, **provided that** no event of default will occur unless the aggregate amount of the relevant outstanding indebtedness in respect of which such action is taken equals or exceeds the greater of (A) €50,000,000 and (B) 1.0 per cent. of consolidated total assets of the Issuer or, in each case, its equivalent in another currency (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates); or

(f) **Insolvency**: the Issuer or any of its Material Subsidiaries is insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition

with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer or any of its Material Subsidiaries, save for any such applications that are contested in good faith by the Issuer or the relevant Material Subsidiary and discharged or stayed within 90 days; or

(g) **Winding-up**: an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer or any of its Material Subsidiaries, or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by a Resolution (as defined in the Fiscal Agency Agreement) of the Noteholders and save for, in the case of a Material Subsidiary, the purposes of a reorganisation, reconstruction, union, transfer, merger or amalgamation pursuant to which its property, assets and undertaking are transferred to one or more of the Issuer or another Subsidiary; or

(h) **Nationalisation**: any step is taken by any person, government or governmental authority with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer or any of its Material Subsidiaries; or

(i) **Illegality**: it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Notes;

(j) **Authorisation and Consents**: any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Notes, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Notes admissible in evidence in the courts of Romania is not taken, fulfilled or done; or

(k) **Analogous Events**: any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs of this Condition 14 (*Events of Default*).

15 Prescription

Claims for principal in respect of Bearer Notes shall become void unless the relevant Bearer Notes are presented for payment within 10 years of the appropriate Relevant Date. Claims for interest in respect of Bearer Notes shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date. Claims for principal and interest in respect of Registered Notes shall become void unless the relevant Certificates are surrendered for payment within five years of the appropriate Relevant Date.

16 Replacement of Notes and Coupons

If any Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, in the case of Bearer Notes or Coupons, or the Registrar, in the case of Registered Notes (and if the Notes are admitted to listing and/or trading by any competent authority and/or stock exchange which requires the appointment of an Agent in any particular place, the Agent having its Specified Office in the place required by the competent authority and/or stock exchange), subject to all applicable laws and competent authority and/or stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity

and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Certificates or Coupons or Talons must be surrendered before replacements will be issued.

17 Agents

The initial Fiscal Agent, the Registrar, the Calculation Agent and the Transfer Agents are listed in the Fiscal Agency Agreement. They act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, the Registrar, the Calculation Agent and the Transfer Agents and to appoint replacement agents or other Transfer Agents, provided that it will:

(a) at all times maintain a Fiscal Agent, a Registrar and a Transfer Agent;

(b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(c) if and for so long as the Notes are admitted to listing and/or trading by any competent authority and/or stock exchange which requires the appointment of an Agent in any particular place, the Issuer shall maintain an Agent having its Specified Office in the place required by such competent authority and/or stock exchange.

Notice of any such termination or appointment and of any change in the Specified Offices of the Fiscal Agent, the Registrar, the Calculation Agent and the Transfer Agents will be given to the Holders in accordance with Condition 20 (*Notices*). If any of the Calculation Agent, Registrar or the Fiscal Agent is unable or unwilling to act as such or if it fails to make a determination or calculation or otherwise fails to perform its duties under these Conditions or the Fiscal Agency Agreement (as the case may be), the Issuer shall appoint an independent financial institution to act as such in its place. All calculations and determinations made by the Calculation Agent, the Registrar or the Fiscal Agent in relation to the Notes and the Coupons shall (save in the case of manifest error) be final and binding on the Issuer, the Calculation Agent, the Registrar, the Fiscal Agent and the Holders.

18 Meetings of Noteholders; Modification and Waiver; Substitution

(a) **Meetings of Noteholders**:

(i) The Fiscal Agency Agreement contains provisions for convening meetings of holders of the same Series (in Romanian, *adunarea obligatarilor*) (any such meeting a "**Holders' Meeting**") in order to take decisions in accordance with their interests, including the modification of any provision of these Conditions.

(ii) Holders' Meetings may appoint a representative of the Holders of the relevant Series (the "**Holders' Representative**") and one or more substitute representatives for such Series. The Holders' Representative and the substitute representative(s) cannot be involved in the management of the Issuer. In the event of incompatibility, resignation or revocation of a Holders' Representative, the Holders' Meeting will elect a replacement representative unless a substitute representative has been already appointed, in which case such substitute representative shall automatically assume the role of Holders' Representative. Any party holding a legitimate, determined, personal, accrued and present interest shall have the continuous right to request and obtain, at any time, the name and address of the Holders' Representative(s) or, as the case may be, of the substitute representative(s), either at the Issuer's registered office or by sending a written request to the following email address: office@electrica.ro. The Holders' Representative(s) shall have the right to represent the holders of Notes before the Issuer and the

courts of justice. The Holders' Representative(s) may also be entrusted by the Holders' Meeting to perform supervisory actions and to protect the common interests of the holders of Notes, as well as to attend the general meetings of the Issuer.

(iii) Holders' Meetings may be called by the Issuer or at the request of one or more holders of Notes of the same Series representing at least one quarter of the outstanding nominal amount of the Notes of the relevant Series or, following the appointment of the Holders' Representative, upon request of such Holders' Representative.

(iv) A Holders' Meeting has the following powers:

(A) to appoint a Holders' Representative and one or more substitute representatives, to set their remuneration and to dismiss or replace any such representative;

(B) to perform all supervisory actions, as well as actions for protecting the common interests of the Holders of Notes of the respective Series, or to authorise a representative to perform such actions;

(C) to create a fund, which may be withheld from the amounts representing the interest to which the Holders of Notes are entitled, in order to cover the expenses related to the protection of their rights, as well as to establish the rules for the management of such fund;

(D) to oppose any amendment of the articles of association of the Issuer or of the Conditions of the Notes which may affect the rights of the Holders of Notes; and

(E) to pronounce itself on the issuance of new Notes by the Issuer, acting in accordance with these Conditions and the Final Terms; for the avoidance of doubt, by acquiring the Notes the Noteholders agree that any issuance of new Notes under the Programme, as contemplated by the Base Prospectus (1) does not conflict with their interests and (2) will be implemented freely in accordance with these Conditions.

The resolutions of the Holders' Meeting are adopted by open vote.

Holders' Meetings may adopt a resolution on items (A)-(C) above if both of the following conditions are met: (i) a majority of the votes cast at the relevant Holders' Meeting are cast in respect of the resolution; and (ii) the votes cast in favour of the resolution at the relevant Holders' Meeting represent at least one third (1/3) of the outstanding nominal amount of the Notes of the relevant Series. Whilst there is no express quorum requirement for such resolutions, these thresholds require that holders of Notes of the relevant Series or agents representing at least one third (1/3) of the outstanding nominal amount of the Notes of the relevant Series are present at the Holders' Meeting, or else no resolution on such matters could be validly passed. In any other case, Holders' Meetings may adopt a resolution in the presence of holders of Notes or agents representing at least two thirds (2/3) of the outstanding nominal amount of the Notes of the relevant Series and with a voting majority in favour of the resolution of at least four fifths (4/5) of the outstanding nominal amount of the Notes of the relevant Series represented at the Holders' Meeting. No business (other than choosing a chairperson and designating secretaries) may be transacted at a Holders' Meeting in the absence of the relevant quorum, unless a quorum necessary for that business is present when the Holders' Meeting is called to order.

Decisions of the Holders' Meeting are binding on all holders of Notes of the relevant Series including those who did not participate or vote at such Holders' Meeting.

Any such meeting shall be at an appropriately chosen venue in Bucharest.

(b) **Modification of Fiscal Agency Agreement**: The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Fiscal Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

(c) **Substitution:** The Issuer, or any previous substituted company, may at any time substitute for itself as principal debtor under the Notes, the Coupons and the Talons, any company (the "**Substitute**") as is specified in the Fiscal Agency Agreement, **provided that** no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the "**Deed Poll**"), to be substantially in the form exhibited to the Fiscal Agency Agreement, and may take place only if (i) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder against any tax, duty, assessment or governmental charge which is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation or any political subdivision thereof and therein, with respect to any Notes and which would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, (ii) such Substitute is approved by any relevant authorities (if required) as able to issue the Notes, (iii) the obligations of the Substitute under the Deed Poll, the Notes shall be unconditionally guaranteed by the Issuer by means of the Deed Poll, (iv) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll and the Notes represent valid, legally binding and enforceable obligations of the Substitute and in the case of the Deed Poll of the Issuer have been taken, fulfilled and done and are in full force and effect, (v) the Substitute shall have become party to the Fiscal Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it, (vi) legal opinions addressed to the Fiscal Agent shall have been delivered to it from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above and in England as to the fulfilment of the preceding conditions of this Condition 18(e) and (vii) the Issuer shall have given at least 14 days' prior notice of such substitution to the Noteholders, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Fiscal Agent, the Registrar (in the case of Registered Notes) and the Transfer Agents upon prior written request by a Noteholder. References in Condition 14 (*Events of Default*) to obligations under the Notes shall be deemed to include obligations under the Deed Poll, and, where the Deed Poll contains a guarantee, the events listed in Condition 14 (*Events of Default*) shall be deemed to include that guarantee not being (or being claimed by the guarantor not to be) in full force and effect and the provisions of Conditions 14(c) - 14(i) inclusive shall be deemed to apply in addition to the guarantor. By holding Notes or Coupons, each Noteholder or Couponholder shall be deemed to have expressly consented to any substitution carried out by the Issuer, or any previous substituted company, in accordance with this Condition 18(e) (*Substitution*).

19 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders, but subject to any supervisory permission required, create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single Series with the outstanding securities of any Series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition 19 *(Further Issues)* and forming a single Series with the Notes.

20 Notices

(a) ***Bearer Notes***

Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.

(b) ***Registered Notes***

Notices to the Holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or Sunday) after the date of mailing.

(c) ***Notices given by Holders***

Notices to be given by any Holder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Fiscal Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes).

(d) ***All Notices***

The Issuer shall also ensure that all notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed and/or admitted to trading. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made.

21 Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one-thousandth of a percentage point (with 0.0005% being rounded up to 0.001%), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of any Note by virtue of the Contracts (Rights of Third Parties) Act 1999.

23 Governing Law and Jurisdiction, etc.

(a) ***Governing law***

The Fiscal Agency Agreement, the Notes and the Coupons, and all non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English

law. The provisions of Schedule 3 (*Provisions for Meetings of Noteholders*) of the Fiscal Agency Agreement are subject to compliance with any mandatorily applicable Romanian law.

(b) ***Jurisdiction***

The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Fiscal Agency Agreement, the Notes or the Coupons and, accordingly, any legal action or proceedings arising out of or in connection with them ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Condition 23(b) (*Jurisdiction*) is for the benefit of each of the Holders and nothing shall limit the right of any of them to take Proceedings in any competent court of an EU member state in accordance with the Brussels Ia Regulation or a state that is party to the Lugano II Convention nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction specified in this Condition 23(b) (*Jurisdiction*) (whether concurrently or not).

For the purpose of this Condition 23:

"**Brussels Ia Regulation**" means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended; and

"**Lugano II Convention**" means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007, as amended.

(c) ***Service of Process***

The Issuer irrevocably appoints Law Debenture Corporate Services Limited of 8th Floor, 100 Bishopsgate, London, EC2N 4AG as its agent in England to receive service of process in any Proceedings in England based on any of the Notes. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Noteholders of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche of Notes will be in the following form, duly supplemented (if necessary), amended (if necessary) and completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) No 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") ("**UK MiFIR**"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 (the "**POATRs**"). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]

[MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer[‘s/s’] product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.’]

[**UK MiFIR PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer[‘s/s’] product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in [Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018]/[EUWA] ("**UK MiFIR**")][UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any [person

subsequently offering, selling or recommending the Notes (a "**distributor**")/distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore, as modified or amended from time to time** (the "**SFA**") – [*To insert notice if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)*][7]

Final Terms dated [●] 20[●]

Societatea Energetică Electrica S.A.

Legal Entity Identifier (LEI): 213800P4SUNUM5AUDX61

Issue of [Currency][Aggregate Principal Amount of Tranche] [Title of Notes]

under the €1,000,000,000 Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the base prospectus dated 29 October 2026 [and the supplement to the base prospectus dated [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of [Regulation (EU) 2017/1129 (the "**Prospectus Regulation**")][the Prospectus Regulation]. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the relevant information.

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and these Final Terms have been published on the website of the Luxembourg Stock Exchange (www.luxse.com).

DESCRIPTION OF THE NOTES

1	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●]
	[(iii)	[Date on which the Notes become fungible:	[Not Applicable]/[The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [●] on [●]/[the Issue Date]/[exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [25] below [which is expected to occur on or about [●]].]
2	Specified Currency or Currencies:		[●]
3	Aggregate Principal Amount		

[7] Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offers, pursuant to s.309B of the SFA.

	[(i)]	[Series]:	[●]
	[(ii)	Tranche:	[●]]
4	Issue Price:		[●]% of the Aggregate Principal Amount [plus accrued interest from [●]]
5	(i)	Specified Denominations:	[●] [and integral multiples of [●] in excess thereof up to (and including) [●]. [No Notes in definitive form will be issued with a denomination above [●]].]
	(ii)	Calculation Amount:	[●]
6	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[●]/[Issue Date]/[Not Applicable]
7	Maturity Date:		[●]
8	Interest Basis:		[[●]% Fixed Rate] [8] [Floating Rate [[●] Month] [[●]/[EURIBOR/SOFR/€STR] +/– [●]%]] [Floating Rate: SOFR Compounded Index] [Zero Coupon] (see paragraph [13]/[14]/[15]/ below)
9	Redemption/Payment Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [[●]/[100]]% of their principal amount.
10	Change of Interest or Redemption/Payment Basis:		[●]/[Not Applicable]
11	Put/Call Options:		[Call Option] [Issuer Maturity Par Call] [Clean-up Call] [Put Option] (see paragraph [16]/[17]/[18]/[19] below) [Not Applicable]
12	Date Board approval for issuance of Notes obtained:		[●]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13	**Fixed Rate Note Provisions**		[Applicable]/[Not Applicable]/[Applicable from [●] to [●] [if so elected by the Issuer on or before [●]]] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[●]% per annum [payable [annually]/[semi-annually]/[quarterly]/[●] in arrear on each Interest Payment Date]

[8] Specify the Interest Payment Date falling in or nearest to the relevant month and year for Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification.

	(ii)	Interest Payment Date(s):	[●]/[and [●]] in each year
	(iii)	Fixed Coupon Amount[(s)]:	[●] per Calculation Amount
	(iv)	Broken Amount(s):	[●] per Calculation Amount, payable on the Interest Payment Date falling on [●]/[Not Applicable]
	(v)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30E/360] [Eurobond Basis] [30E/360(ISDA)]
14	**Floating Rate Note Provisions**		[Applicable]/[Not Applicable]/[Applicable from [●] to [●] [if so elected by the Issuer on or before [●]]] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Interest Payment Dates:	[●] [and [●]] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to adjustment, as the Business Day Convention in (iv) below is specified to be Not Applicable]
	(ii)	Interest Period Dates:	[●] / [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (iv) below is specified to be not applicable]
	(iii)	First Interest Payment Date:	[●]
	(iv)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [No Adjustment] [Not Applicable]
	(v)	Additional Business Centre(s):	[Not Applicable]/[●]
	(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination]/[ISDA Determination]
	(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent):	[[●] shall be the Calculation Agent]
	(viii)	Screen Rate Determination:	[Applicable]/[Not Applicable]

	(a)	Reference Rate:	[*currency*] [[●] month] [EURIBOR][SOFR/€STR/Index Determination (SOFR)]
	(b)	Interest Determination Date(s):	[●]
	(c)	Relevant Time:	[●]
	(d)	Relevant Screen Page:	[●]
	(e)	Index Determination:	[●]
	(f)	Observation Look-Back Period:	[●]
(ix)	ISDA Determination:		[Applicable]/[Not Applicable] (*If not applicable, delete the remaining items of this subparagraph*)
	(a)	ISDA Definitions:	[2021 ISDA Definitions]/[●]
	(b)	Floating Rate Option:	[●]
	(c)	Designated Maturity:	[●]/Not Applicable] *(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)*
	(d)	Compounding:	[Applicable/Not Applicable] (*If not applicable, delete the remaining items of this subparagraph*)
	(e)	[Compounding Method:	[Compounding with Lookback Lookback: [●] Applicable Business Days] [Compounding with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●]/[Not Applicable]] [Compounding with Lockout Lockout: [●] Lockout Period Business Days Lockout Period Business Days: [●]/[Applicable Business Days]]
	(f)	Index Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining items of this subparagraph)*
	(g)	[Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days

			Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
	(x)	Linear Interpolation:	[Not Applicable]/[Applicable – the Rate of Interest for the [long]/[short] [first]/[last] Interest Period shall be calculated using Linear Interpolation]
	(xi)	Margin(s):	[+/-][●]% per annum
	(xii)	Minimum Rate of Interest:	[●]% per annum
	(xiii)	Maximum Rate of Interest:	[●]% per annum
	(xiv)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30E/360] [Eurobond Basis] [30E/360(ISDA)]
15	**Zero Coupon Note Provisions**		[Applicable]/[Not Applicable]
	(i)	Accrual Yield:	[●]% per annum
	(ii)	Reference Price:	[●]
	(iii)	Day Count Fraction in relation to early Redemption Amounts:	[30/360] [Actual/Actual (ICMA)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30E/360] [Eurobond Basis] [30E/360(ISDA)]

PROVISIONS RELATING TO REDEMPTION

16	**Call Option**		[Applicable]/[Not Applicable]
	(i)	Optional Redemption Date(s) (Call):	[●]/[Any date from (and including) [●] to (but excluding) [●]]
	(ii)	Optional Redemption Amount(s) of each Note:	[[●] per Calculation Amount] / Condition 6(b) applies / Make-Whole Amount
		[(A) Reference Bond:	[*Insert applicable Reference Bond*]]
		[(B) Quotation Time:	[●]]
		[(C) Redemption Margin:	[[●]%]]
		[(D) Determination Date:	[●]]
		[(E) Discount Basis:	[annual/semi-annual]] [(*Relevant to Make-Whole Amount only*.)]

	(iii)	If redeemable in part:[9]	
		• Minimum Redemption Amount:	[●]/[Not Applicable]
		• Maximum Redemption Amount:	[●]/[Not Applicable]
	(iv)	Notice period:	Minimum period: [[●] days]/[as per the Conditions] Maximum period: [[●] days]/[as per the Conditions]
			[Applicable]/[Not Applicable]
17	**Clean-up Call:**		[Applicable/Not Applicable]
	Clean-Up Call Option Amount:		[●] per Calculation Amount
	Notice period:		[●] days
	Clean-Up Call Minimum Percentage:		[[●]%]/[as per the Conditions]
18	**Put Option:**		[Applicable/Not Applicable]
	(i)	Optional Redemption Date(s) (Put):	[●]
	(ii)	Optional Redemption Amount (Put):	[●] per Calculation Amount
	(iii)	Notice period:	Minimum period: [[●] days]/[as per the Conditions] Maximum period: [[●] days]/[as per the Conditions]
19	Early Redemption Amount:		[●] per Calculation Amount
20	Early Redemption Amount (Tax):		[●] per Calculation Amount
21	Final Redemption Amount:		[●]/[Par] per Calculation Amount
22	Redemption Amount for Zero Coupon Notes:		[●]/[Par] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23	Form of Notes:	**Bearer Notes:** [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances described in the Permanent Global Note] [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances described in the Permanent Global Note] **Registered Notes:** [Global Certificate exchangeable for Individual Certificates in the limited circumstances described in the Global Certificate]

[9] Where the Optional Redemption Amount is specified as "Make Whole Amount" both the Minimum and Maximum Redemption Amounts shall be "Not Applicable".

		[Global Certificate [(U.S.$[•]/€[•] principal amount)] registered in the name of a nominee for [a common depositary for Euroclear and/or Clearstream, Luxembourg]/[a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]/[Individual Certificates]
24	New Global Note:	[Yes]/[No]/[Not Applicable]
25	New Safekeeping Structure:	[Yes]/[No]/[Not Applicable]
26	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable]/[•]
27	Talons for future Coupons to be attached to Definitive Notes:	[Yes]/[No]

THIRD PARTY INFORMATION

[[*Relevant third party information*] has been extracted from [*specify source(s)*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source(s)*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

SIGNED on behalf of
Societatea Energetică Electrica S.A.

By: .....
Duly authorised

By: .....
Duly authorised

PART B – OTHER INFORMATION

1 **Listing**

(i)	Listing and admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange with effect from [●].] [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of the Bucharest Stock Exchange with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of the Bucharest Stock Exchange with effect from [●].]
(ii)	Estimate of total expenses related to admission to trading:	[●]

2 **Ratings**

Ratings:	The Notes to be issued [have not been rated]/ [have been rated:] [S&P Ratings Europe Limited ("**S&P**"): [●]] [Moody's Investors Service Cyprus Ltd ("**Moody's**"): [●]] [[Fitch Ratings Ireland Limited] ("**Fitch**"): [●]] The issuer credit rating assigned to the Issuer by S&P is [●], the long-term counterparty risk rating assigned to the Issuer by Moody's is [●], and the issuer rating assigned to the Issuer by Fitch was [●]. [*To include brief description of the meaning given to the relevant rating by the assigning rating agency*] [S&P, Moody's and Fitch are established in the European Economic Area (the "**EEA**") and are registered under Regulation (EC) No. 1060/2009, as amended (the "**CRA Regulation**"). As such, S&P, Moody's and Fitch are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]

3 **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**

[Save for any fees payable to the [Managers]/[Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial

banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

4 **USE OF PROCEEDS AND ESTIMATED NET PROCEEDS**

(i)	Use of Proceeds:	[●] [*see "Use of Proceeds" in the Base Prospectus – if reasons for the offer are different from general corporate purposes and there is a particular identified use of proceeds, this will need to be stated here*] [The Notes are Green Notes and an amount equal to the net proceeds of the issuance of the Notes will be applied by the Issuer to finance, in whole or in part, Eligible Green Projects, as set forth in "*Use of Proceeds*" in the Base Prospectus.]
(ii)	Estimated net proceeds:	[●]

5 **Fixed Rate Notes only – YIELD**

Indication of yield:	[●] / [Not Applicable] [The indicative yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]/[The indicative yield is calculated at the Issue Date on the basis of an assumed Issue Price of [100]%. It is not an indication of an individual investor's actual or future yield.]

6 **OPERATIONAL INFORMATION**

(i)	ISIN:	[●]
(ii)	Common Code:	[●]
(iii)	CFI:	[[See/[[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(iv)	FISN:	[[See/[[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(v)	Any clearing system(s) other than Euroclear, and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable]/[name and address]
(vi)	Delivery:	Delivery [against]/[free of] payment
(vii)	Names and addresses of additional Agent(s) (if any):	[●]

(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [*include this text for Registered Notes which are to be held under the NSS*][and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [No. While the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7 **DISTRIBUTION**

(i)	U.S. Selling Restrictions:	[Reg. S Compliance Category [1]/[2]];[TEFRA C]/[TEFRA D]/[TEFRA not applicable]
(ii)	Prohibition of Sales to EEA Retail Investors:	[Applicable]/[Not Applicable] [*If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no "key information document" will be prepared, "Applicable" should be specified*]
(iii)	Prohibition of Sales to UK Retail Investors:	[Applicable]/[Not Applicable] [*If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no "key information document" will be prepared, "Applicable" should be specified*]
(iv)	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable]
(v)	Singapore Sales to Institutional Investors and Accredited Investors only:	[[Applicable/Not Applicable]]
(vi)	Method of distribution:	[Syndicated]/[Non-syndicated]

	(vii)	If syndicated:	[Not Applicable]/[●]
		(a) Names of Managers:	[Not Applicable]/[●]
		(b) Stabilisation Manager(s) (if any):	[Not Applicable]/[●]
	(viii)	If non-syndicated, name and address of Dealer:	[Not Applicable]/[●]
8	**BENCHMARK REGULATION**		[[specify benchmark] is provided by [administrator legal name]. As at the date hereof, [administrator legal name] [appears]/[does not appear] in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011, as amended. [As far as the Issuer is aware, as at the date hereof, [●] does not fall within the scope of Regulation (EU) 2016/1011, as amended.]]/[Not Applicable] [*If the Reference Rate is EURIBOR, select the below option*] [EURIBOR is provided by European Money Markets Institute. As at the date hereof, European Money Markets Institute appears in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011, as amended.]

FORMS OF THE NOTES

Bearer Notes

Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note, without interest coupons, or a Permanent Global Note, without interest coupons, in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the Issue Date of the relevant Tranche of Notes with a depositary or a common depositary for Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the Issue Date of the relevant Tranche of Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

On 13 June 2006, the ECB announced that Notes in NGN form are in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the central banking system for the euro (the "**Eurosystem**"), provided that certain other criteria are fulfilled. At the same time, the ECB also announced that arrangements for the Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg from 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

In the case of each Tranche of Bearer Notes, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or a successor provision) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or a successor provision) (the "**TEFRA D Rules**") are applicable in relation to the Notes or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the Issue Date of the relevant Tranche of Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the delivery (free of charge to the bearer) of a Permanent Global Note, duly authenticated and, in the case of a NGN, effectuated, to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(a) presentation and (in the case of final exchange) presentation and surrender of the Temporary Global Note to or to the order of the Paying Agent; and

(b) receipt by the Paying Agent of a certificate or certificates of non-U.S. beneficial ownership,

within seven days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specify the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes if the relevant Final Terms specify "in the limited circumstances described in the Permanent Global Note", and if either of the following events occurs:

(a) Euroclear, Clearstream, Luxembourg, or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(b) any of the circumstances described in the applicable provisions of Condition 14 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to (or to the order of) the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, the Permanent Global Note shall only be exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note.

Terms and Conditions applicable to the Bearer Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" above and the provisions of the relevant Final Terms which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*—Summary of Provisions relating to the Notes while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"*Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code*".

Registered Notes

Each Tranche of Registered Notes will be represented by either:

(a) Individual Certificates; or

(b) one or more Global Certificates,

in each case as specified in the relevant Final Terms. A Certificate will be issued to each holder of Registered Notes in respect of its registered holding.

In a press release dated 22 October 2008, "*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*", the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which Euroclear and/or Clearstream, Luxembourg had designed in cooperation with market participants and that Notes to be held under the NSS would be in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the Eurosystem, subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg from 30 June 2010 and that registered debt securities in global registered form issued through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the NSS is used.

Each Note represented by a Global Certificate will either be: (a) in the case of a Certificate which is not to be held under the NSS, registered in the name of a common depositary (or its nominee) for Euroclear, Clearstream, Luxembourg, and/or any other relevant clearing system and the relevant Global Certificate will be deposited on or about the issue date with the common depositary; or (b) in the case of a Certificate to be held under the NSS, registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Certificate will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

If the relevant Final Terms specify the form of Notes as being "Individual Certificates", then the Notes will at all times be represented by Individual Certificates issued to each Noteholder in respect of their respective holdings.

Global Certificate exchangeable for Individual Certificates

If the relevant Final Terms specify the form of Notes as being "Global Certificate exchangeable for Individual Certificates", then the Notes will initially be represented by one or more Global Certificates each of which will be exchangeable in whole, but not in part, for Individual Certificates if the relevant Final Terms specify "in the limited circumstances described in the Global Certificate", then:

(a) in the case of any Global Certificate, if Euroclear, Clearstream, Luxembourg, or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(b) in any case, if any of the circumstances described in the applicable provisions of Condition 14 (*Events of Default*) occurs.

Whenever a Global Certificate is to be exchanged for Individual Certificates, each person having an interest in a Global Certificate must provide the relevant Registrar (through the relevant clearing system) with such information as the Issuer and the relevant Registrar may require to complete and deliver Individual Certificates (including the name and address of each person in whose name the Notes represented by the Individual Certificates are to be registered and the principal amount of each such person's holding).

Whenever a Global Certificate is to be exchanged for Individual Certificates, the Issuer shall procure that Individual Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Certificate within five business days of the delivery, by or on behalf of the registered holder of the Global Certificate to the relevant Registrar of such information as is required to complete and deliver such Individual Certificates against the surrender of the Global Certificate at the specified office of the relevant Registrar.

Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled to the Fiscal Agency Agreement and, in particular, shall be effected without charge to any holder, but against such indemnity as the relevant Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Terms and Conditions applicable to the Registered Notes

The terms and conditions applicable to any Individual Certificate will be endorsed on that Individual Certificate and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" above and the provisions of the relevant Final Terms which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Global Certificate will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*—Summary of Provisions relating to the Notes while in Global Form*" below.

Summary of Provisions relating to the Notes while in Global Form

Clearing System Accountholders

In relation to any Tranche of Notes represented by a Global Note, references in the Conditions to "**Noteholder**" or "**Holder**" are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary, common depositary, sub-custodian or, as the case may be, common safekeeper.

In relation to any Tranche of Notes represented by one or more Global Certificates, references in the Conditions to "**Noteholder**" or "**Holder**" are references to the person in whose name the relevant Global Certificate is for the time being registered in the Register which is held by or on behalf of a depositary or a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or sub-custodian or common depositary or common safekeeper or a nominee for that depositary or common depositary or sub-custodian or common safekeeper, as the case may be.

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, and/or any other relevant clearing system as being entitled to an interest in a Global Note or a Global Certificate (each an "Accountholder") must look solely to Euroclear, Clearstream, Luxembourg, and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the holder of such Global Note or Global Certificate and in relation to all other rights arising under such Global Note or Global Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Note or Global Certificate will be determined by the respective rules and procedures of Euroclear, Clearstream, Luxembourg, and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Note or Global Certificate, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the holder of such Global Note or Global Certificate.

Transfers of Interests in Global Notes and Global Certificates

Transfers of interests in Global Notes and Global Certificates within Euroclear, Clearstream, Luxembourg, or any other relevant clearing system will be in accordance with their respective rules and operating procedures. None of the Issuer, the Registrar, the Arrangers, the Dealers, the Calculation Agent or the Agents will have any responsibility or liability for any aspect of the records of any of Euroclear, Clearstream, Luxembourg, or any other relevant clearing system or any of their respective participants relating to payments made on account of

beneficial ownership interests in a Global Note or Global Certificate or for maintaining, supervising or reviewing any of the records of Euroclear, Clearstream, Luxembourg, or any other relevant clearing system or the records of their respective participants relating to such beneficial ownership interests.

The laws of some states of the United States require that certain persons receive Individual Certificates in respect of their holdings of Notes. Consequently, the ability to transfer interests in a Global Certificate to such persons will be limited. Because clearing systems only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Global Certificate to pledge such interest to persons or entities which do not participate in the relevant clearing systems, or otherwise take actions in respect of such interest, may be affected by the lack of an Individual Certificate representing such interest.

Conditions applicable to Global Notes

Each Global Note and Global Certificate will contain provisions which modify the Conditions as they apply to the Global Note or Global Certificate. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note or Global Certificate which, according to the Conditions, require presentation and/or surrender of a Note, Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or Global Certificate to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered pro rata in the records of Euroclear and Clearstream, Luxembourg.

All payments of interest in respect of a Series of Notes represented by a Global Note or Global Certificate shall be calculated in respect of the total aggregate amount of the Notes represented by the relevant Global Note or Global Certificate.

Payment Business Day: In the case of a Global Note or a Global Certificate, if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre specified in the Final Terms; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Payment Record Date: Each payment in respect of a Global Certificate will be made to the person, being the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January.

Exercise of put option: In order to exercise the option contained in Condition 10(f) (*Redemption at the option of Noteholders*), the bearer of a Permanent Global Note or the holder of a Global Certificate must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Registrar specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 10(h) (*Partial redemption*) in relation to some only of the Notes, the Permanent Global Note or Global Certificate may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear, and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear, and/or Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 20 (*Notices*), while all the Notes are represented by a Global Note or a Global Certificate and the Global Note, or the Global Certificate is deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Eurosystem Eligibility

If the Global Notes or Global Certificates are stated in the relevant Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), on or prior to the original issue date of the Tranche, the Global Notes or Global Certificates will be delivered to a common safekeeper and the relevant Final Terms will set out whether or not the Notes are intended to be held as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem ("**Eurosystem Eligible Collateral**").

Depositing the Global Notes or the Global Certificates intended to be held as Eurosystem Eligible Collateral with a common safekeeper does not necessarily mean that the Notes will be recognised as Eurosystem Eligible Collateral either upon issue, or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met. In the case of Notes issued in NGN form or to be held under the NSS (as the case may be) which are not intended to be held as Eurosystem Eligible Collateral as of their issue date, should the Eurosystem eligibility criteria be amended in the future so that such Notes are capable of meeting the eligibility criteria, such Notes may then be deposited with Euroclear or Clearstream, Luxembourg as common safekeeper.

USE OF PROCEEDS

An amount equal to the net proceeds from the issue of each Series of Notes will be used by the Issuer:

(a) for its general corporate purposes, including to support the Group's short- and medium-term financing requirements and the financing of the Group's investment plan, which includes the projects described under "*Description of the Issuer and of the Group*"; or

(b) to finance Eligible Green Projects (as defined below), in whole or in part, in accordance with its Green Finance Framework (as defined below). Such financing may be of new and/or existing Eligible Green Projects.

Where an amount equal to the net proceeds of the issue of the relevant Series of Notes will be used by the Issuer in accordance with paragraph (b) above, the relevant Notes will be identified as "Green Notes" in the title of the Notes in the relevant Final Terms ("**Green Notes**").

Green Notes

Process for project evaluation and selection

Eligible Green Projects will be selected by a dedicated Green Finance Committee ("**GFC**") set up within the Issuer. The GFC is headed by the Head of Treasury and comprised of members of the Treasury, ESG, Budgeting & Controlling and Mergers & Acquisitions departments. The GFC is responsible for: (i) reviewing the content of the Green Finance Framework and updating it to reflect any potential changes about the use of proceeds, the selection of Eligible Green Projects, the management of proceeds or reporting and, more broadly, arising from any relevant changes in the Issuer's strategy, technology, the market in which the Group operates or regulatory developments, as well as the Issuer's policies and long-term targets for social and environmental sustainability; (ii) initiating the update of external documents (such as the Second Party Opinion) and related documents from external consultants and accountants; (iii) evaluating and selecting Eligible Green Projects in line with the eligibility criteria, and excluding projects that no longer comply with the eligibility criteria or have been disposed of and, in such case, when required, replacing them; (iv) overseeing the allocation of proceeds from relevant Notes to Eligible Green Projects; (v) overseeing, approving and publishing the allocation and impact reporting, including external assurance statements; (vi) monitoring internal processes to identify known material risks of negative social and/or environmental impacts associated with Eligible Green Projects and appropriate mitigation measures, where possible, and (vii) liaising with relevant business teams and other stakeholders on the foregoing.

The Issuer has obtained a second-party opinion from Sustainable Fitch (the "**Second Party Opinion**") to confirm the Green Finance Framework's alignment with the ICMA Green Bond Principles 2025. The Second Party Opinion is available for viewing on the Issuer's website at: https://www.electrica.ro/en/investors/bonds/.

The Issuer does not undertake to ensure that there are at any time sufficient Eligible Green Projects to allow for allocation of an amount equal to the net proceeds of the issue of the relevant Series of Notes in full.

Management of proceeds

An amount equal to the net proceeds of the Notes will be credited to a separate account managed, tracked and monitored in an appropriate manner by the Issuer or made available through shareholder loans to the relevant subsidiaries by the Issuer.

The Issuer will endeavor to fully allocate the net proceeds of the Notes in financing the relevant Eligible Green Projects within 36 months of the issue of the Notes. Consequently, only a general description of the types of Eligible Green Projects can be provided at the date of this Base Prospectus. Pending such allocation, any unallocated proceeds will be temporarily invested by the Issuer in an amount equivalent to the unallocated proceeds at its own discretion,

in accordance with its relevant internal policies, in cash, cash equivalents or liquid marketable instruments. The Issuer commits not to invest temporarily unallocated proceeds in economic activities dedicated to hard coal, lignite, fossil fuels, tobacco and weapons. Should an Eligible Green Project cease to satisfy the eligibility criteria described in the Green Finance Framework or be disposed of prior to the maturity of the Notes, an amount equal to the proceeds initially allocated to the financing of the relevant asset that has so ceased to be eligible or been disposed of is intended to be reallocated to the financing of another Eligible Green Project as soon as an appropriate substitution option has been identified.

Reporting

The Issuer intends, within 12 months from the date of issue of the Notes and annually thereafter until the proceeds of the Notes have been fully allocated, and as necessary in case of any material development, to prepare an allocation report and an impact report in respect of the relevant Series of Notes, as further described in the Green Finance Framework (the "**Green Financing Report**"). The Green Financing Report is expected to be published on the Issuer's website, either as part of the Issuer's annual Sustainability Report (or equivalent document) or as a standalone document.

The Issuer also intends to appoint an independent auditor or verifier to provide a review or at least a limited assurance on the tracking and allocation of the net proceeds of the Notes, in accordance with the Green Finance Framework. The Issuer may also seek similar independent verification of the environmental impact of the Eligible Green Projects. The auditor or verifier's report will be available on the Issuer's website at https://www.electrica.ro/en/investors/bonds/.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of a Series of Notes identified as "Green Notes" and, in particular, with any Eligible Green Projects to fulfil any environmental, sustainability, social and/or other criteria. Any Notes issued under this Base Prospectus will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes set out in the Green Finance Framework.

For the avoidance of doubt, neither any such opinion or certification nor the Green Finance Framework are, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Neither such opinion or certification nor the Green Finance Framework are, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold a Series of Notes identified as "Green Notes". Any such opinion or certification is only current as at the date that opinion or certification was initially issued and the criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn.

Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Notes. Prospective investors in the Notes should also refer to the risk factors set out in "*Risk Factors – Risks relating to a particular structure of Notes*" entitled "*– Notes issued as Green Notes may not meet investor expectations or requirements*", "*No breach of contract or Event of Default*", "*No assurance of suitability or reliability of any Second Party Opinion or any other opinion or certification of any third party relating to Green Notes*", and "*The Green Notes are not linked to the performance of the Eligible Green Projects, do not benefit from any arrangements to enhance the performance of the Green Notes or any contractual rights derived solely from the intended use of proceeds of the Green Notes*".

In this section:

"**Eligible Green Projects**" are the projects in the eligible green categories of renewable energy and electricity networks that meet the related Eligibility Criteria, all as described in the Green Finance Framework. Eligible Green

Projects may comprise physical assets and capital expenditures related to the improvement and extension of Eligible Green Projects. Assets and expenditures related to any economic activity dedicated to hard coal, lignite, fossil fuels, tobacco and weapons are excluded and deemed ineligible. All Eligible Green Projects will be located in Romania.

Examples of projects related to renewable energy include:

- photovoltaic parks;
- concentrated solar power plants; and
- wind parks.

Examples of projects related to electricity networks include:

- network construction, modernisation, maintenance and repairs;
- enabling the distribution of renewable energy;
- smart meters;
- sensors;
- station automation;
- transformers;
- network flexibility through distributed generation aggregation, storage and digitalised planning (e.g. artificial intelligence);
- electric vehicle charging stations; and
- storage batteries.

"**Eligible Criteria**" means the Energy Network Eligibility Criteria and the Renewable Energy Eligibility Criteria.

"**Energy Network Eligibility Criteria**" means the eligibility criteria included in the Green Finance Framework in respect of assets, capital expenditures and/or operating expenditures for the construction, installation modernization and/or operation of:

(a) electricity distribution infrastructure and/or equipment in an electricity system where either:

i. the system is the interconnected European system (i.e. the interconnected control areas of Member States, Norway, Switzerland and the UK, and its subordinated systems); or

ii. more than 67% of newly enabled generation capacity in the system is below the generation threshold value of 100g CO2e/kWh, measured on a life cycle basis in accordance with electricity generation criteria over a rolling five-year period; or

iii. the average system grid emissions factor, calculated as the total annual emissions from power generation connected to the system, divided by the total annual net electricity production in that system, is below the threshold value of 100 g CO2e/kWh, measured on a life cycle basis in accordance with electricity generation criteria over a rolling five-year period,

but excluding:

iv. infrastructure dedicated to creating a direct connection or expanding an existing connection between a substation, network or storage facility and a power generation production plant that is more greenhouse gas intensive than 100g CO2e/kWh, measured on a life cycle basis;

v. installation of metering infrastructure that does not meet the requirements of smart metering systems of Article 20 of Directive (EU) 2019/944; or

(b) electricity storage facilities.

"**Green Finance Framework**" means the Green Finance Framework of the Issuer published by the Issuer on its website at https://www.electrica.ro/en/investors/bonds/, as amended, supplemented, replaced or otherwise updated from time to time.

"**ICMA Green Bond Principles**" means, at any time, the Green Bond Principles published by the International Capital Market Association at such time, which as of the date of this Base Prospectus are the ICMA Green Bond Principles 2025. The ICMA Green Bond Principles were most recently updated as of June 2025 and are available at https://www.icmagroup.org/assets/documents/Sustainable-finance/2025-updates/Green-Bond-Principles-GBP-June-2025.pdf, but the Green Bond Principles and the content of such website are not incorporated in and do not form part of this Base Prospectus or any Final Terms.

"**Renewable Energy Eligibility Criteria**" means the eligibility criteria included in the Green Finance Framework in respect of assets, capital expenditures and/or operating expenditures for the construction and/or operation of facilities producing electricity from:

(a) photovoltaics and concentrated solar power facilities; or

(b) onshore wind farms.

DESCRIPTION OF THE ISSUER AND ELECTRICA GROUP

General Information

Overview

The legal and commercial name of the Issuer is Societatea Energetică Electrica S.A.. The Issuer is a joint-stock company incorporated and functioning under Romanian laws, with its registered office located at 9 Grigore Alexandrescu Street, 1st District, Bucharest, Romania, registered with the Trade Registry under number J2000007425408, sole registration code 13267221, LEI code 213800P4SUNUM5AUDX61 and is a Romanian tax resident. The Issuer was incorporated on 10 August 2000 for an indefinite period.

The Issuer's telephone number of its registered office is +40 21 208 5035, the e-mail addresses are office@electrica.ro and ir@electrica.ro and the Issuer's website is www.electrica.ro. The information on the Issuer's website does not form part of this Base Prospectus unless that information is explicitly incorporated by reference into this Base Prospectus.

As at 30 June 2026 and at the date of this Base Prospectus, the share capital of the Issuer is RON 3,395,530,040 comprised of 339,553,004 shares, each with a nominal value of RON 10.

The shares are listed on the Bucharest Stock Exchange Main Market, in the Premium Category and are traded under the symbol EL and ISIN number ROELECACNOR5. The global depositary receipts (the "**GDRs**"), each representing 4 (four) shares are listed on the London Stock Exchange Main Market, under the market symbol "ELSA" and ISIN codes US83367Y2072 (for the GDRs issued according to Regulation S) and US83367Y1082 (for the GDRs issued according to Rule 144A).

The Group is the largest electricity distribution operator in Romania with approximately four million served users, 206,383 km of voltage lines and an estimated RAB of RON 8.7 billion as of 30 June 2026. In 2025, the Group distributed a total of 18.03 TWh of electricity, 1.5% more than in 2024. In the first half of 2026, the Group distributed 8.91 TWh of electricity, a decrease of 0.5% as compared to the same period in 2025. During 2025, the Group was also one of the market leaders in the electricity supply segment with approximately 3.3 million consumption sites and 7.3 TWh of supplied volumes in the retail market, having a total market share of 14.7% on the retail market, a market share of 10.8% on the competitive market and a market share of 25.9% on the suppliers of last resort ("**SoLR**") market (*Source: ANRE January – December 2025 Electricity Market Monitoring Reports*). As per the latest available ANRE reports from January to July 2026, the Group had a total market share of 13.91% on the retail market, a market share of 10.72% in the competitive market and a market share of 24.34% on the SoLR market (*Source: ANRE January – July 2026 Electricity Market Monitoring Reports*).

The Group consists of the Issuer as the parent company and its following subsidiaries, set out in the table below:

Subsidiary	Activity	Sole registration code	Head Office	% shareholding as at 30 June 2026	% shareholding as at 31 December 2025
Distributie Energie Electrica Romania S.A. ("**DEER**")	Electricity distribution in geographical areas Transilvania Nord, Transilvania Sud and Muntenia Nord	14476722	Cluj-Napoca	99.99999929%	99.99999929%
Electrica Furnizare S.A. ("**EFSA**")	Electricity and natural gas supply	28909028	Bucharest	99.999822655118%	99.9998440099934%
Electrica Serv S.A. ("**SERV**")	Services in the energy sector (maintenance, repairs, construction)	17329505	Bucharest	99.99998095%	99.99998095%
Sunwind Energy S.R.L. ("**Sunwind Energy**")	Electricity generation	42910478	Bucharest	100%	100%
New Trend Energy S.R.L. ("**New Trend Energy**").....	Electricity generation	42921590	Bucharest	100%	100%

Subsidiary	Activity	Sole registration code	Head Office	% shareholding as at 30 June 2026	% shareholding as at 31 December 2025
Foton Power Energy S.R.L. ("**Foton Power Energy**").....	Electricity generation	43652555	Bucharest	100%	100%
Crucea Power Park S.R.L. ("**Crucea Power Park**")	Electricity generation	25242042	Bucharest	100%	100%
Societatea Energetica Electrica Moldova SRL (known as Electrica Furnizare Grup S.R.L. until 16 September 2026) ("**SEEM**")	Production of electricity; the trading of electricity and gas supply, electrical installation works	1025600004826	Chisinau	100%	100% (indirectly, via EFSA)

History and development

In 1990, the Romanian government created a vertically integrated State-owned enterprise, the National Electricity Autonomous Administration, RENEL, to produce, transport and distribute electricity and thermal energy, to develop the National Electroenergy System and conduct electricity import and export to and from Romania.

In 1998, RENEL was restructured into three companies: the National Electricity Company CONEL, the National Company Nuclearelectrica and the Autonomous Administration for Nuclear Activities. CONEL was responsible for the production, transmission, distribution and supply of electricity and the production and sale of thermal energy, through three wholly owned subsidiaries: (1) Hidroelectrica, a hydro power generator, (2) Termoelectrica, a thermal power producer and (3) Electrica, an electricity distributor and supplier, which was a predecessor company but not the same legal entity as the Issuer.

In 2000, the Romanian electricity sector was further reorganised. CONEL was reorganised into four independent companies: (i) Transelectrica (the National Electricity Transmission Company); (ii) Termoelectrica (the Electricity and Thermal Energy Production Company); (iii) Hidroelectrica (the Electricity Production Company); and (iv) Electrica (the Electricity Distribution and Supply Company).

In 2002, as an effect of Government Decision no. 1342/2001 regarding the Issuer's reorganisation, the business of the Issuer was transferred to eight regional wholly-owned distribution and supply companies as part of the privatisation process of the electricity distribution and supply businesses. Between 2004 and 2008, controlling interests in five of these eight regional companies were acquired by the international operators Enel, E.ON and CEZ, with the Issuer retaining minority interests in Enel Distributie Muntenia S.A., Enel Energie Muntenia S.A., Enel Distributie Dobrogea S.A., Enel Distributie Banat S.A., Enel Energie S.A., E.ON Moldova Distributie S.A. and E.ON Energie Romania S.A..

In preparation for the Issuer's initial public offering ("**IPO**"), the Issuer underwent a spin-off process during 2013 to 2014. The Issuer's minority shares in Enel Distributie Muntenia S.A., Enel Energie Muntenia S.A., Enel Distributie Dobrogea S.A., Enel Distributie Banat S.A., E.ON Moldova Distributie S.A., E.ON Energie Romania S.A. and Enel Energie S.A. were transferred to Societatea de Administrare a Participațiilor în Energie (SAPE), a separate entity fully owned by the Romanian State.

On 4 July 2014, following the completion of the IPO pursuant to Government Decision no. 85/2013, the Issuer's shares were admitted to trading on the regulated market managed by the BSE under the "EL" symbol and on the regulated market managed by the London Stock Exchange, in the form of GDRs issued by The Bank of New York Mellon under the "ELSA" symbol. As at the date of this Base Prospectus, the Romanian State, acting through the Romanian Ministry of Energy, holds 49.785% of the Issuer's share capital.

On 31 December 2020, Distributie Energie Electrica Romania S.A. was formed through the merger of the three distribution subsidiaries of the Issuer: Societatea de Distributie a Energiei Electrice Transilvania Nord S.A.; Societatea de Distributie a Energiei Electrica Transilvania Sud S.A.; and Societatea de Distributie a Energiei Electrice

Muntenia Nord S.A.. The resulting entity continued to serve the three network zones which were previously concessioned by the former subsidiaries.

In 2020 one of the Issuer's subsidiaries acquired the first photovoltaic park (the company Long Bridge Milenium S.R.L., whose name later changed to Electrica Energie Verde 1 S.R.L.), in line with the Group's strategy which envisaged the expansion in the value chain of electricity, especially in the power production from renewable energy sources. On 28 July 2021, the Issuer signed three share purchase agreements ("**SPAs**") in three project companies having their main object of activity as the production of energy from renewable sources. These acquisitions were finalised with the acquisition of 100% of the shares as follows: Sunwind Energy on 24 March 2023; New Trend Energy on 12 July 2024; and Crucea Power Park on 7 February 2025. On 6 September 2021, Electrica Productie Energie S.A., a production subsidiary, was incorporated. On 7 December 2021, the Issuer signed an SPA for the purchase of a photovoltaic park project, Foton Power Energy, and the acquisition was finalised on 12 September 2024. On 6 July 2022, the Issuer signed an SPA for the renewable energy production project developed by Green Energy Consultancy & Investments S.R.L., and the acquisition was finalised on 6 February 2023 through the purchase of 100% of the shares in the project company.

Since December 2022, the Issuer has been a shareholder of CCP.RO Bucharest S.A. (as at the date of this Base Prospectus, owning 5.92%), the Romanian central counterparty clearing house authorised in July 2026 by the Romanian Financial Supervisory Authority.

On 31 December 2023, the Issuer absorbed its subsidiaries, Societatea Electrica Productie Energie S.A., Electrica Energie Verde 1 S.R.L. and Green Energy Consultancy & Investments S.R.L., becoming itself a producer of electricity from renewable sources, on account of the renewable energy production capabilities developed by the absorbed subsidiaries.

In November 2024, Electrica and Esyasoft from the United Arab Emirates incorporated Electrica Esyasoft Smart Solutions S.A. (owned 25% by the Issuer and 75% by Esyasoft Enterprise Holding RSC Ltd), a company which will focus on smart grid technologies, including battery storage and digitalisation solutions.

On 24 January 2025, EFSA incorporated a subsidiary in the Republic of Moldova, Electrica Furnizare Grup SRL – Chisinau. Subsequently, on 6 May 2026 the Issuer finalised the purchase of this company from EFSA, and on 16 September 2026, the company's name was changed to Societatea Energetica Electrica Moldova S.R.L.

Credit ratings assigned to the Issuer

The Issuer has been assigned a BBB- Long-Term Issuer Default Rating with a stable outlook by Fitch. On 14 September 2026, Fitch re-affirmed the rating. According to Fitch's report, the affirmation reflects Issuer's resilient business profile, underpinned by its electricity distribution operations, which generate most of the Group's EBITDA under a stable, albeit less mature regulatory framework than in Western European countries. The rating also factors in Fitch's expectation of normalised supply profitability and a growing contribution from renewable generation as the Group implements its investment plan through 2031. Fitch notes that these strengths are balanced against execution risks and rising leverage related to the investment program, as well as the increasing exposure to non-regulated renewable generation and battery storage activities, which the agency expects to modestly weaken the Issuer's business risk profile over time.

Business Overview

Description of the Issuer's business activities

Summary of the Group's operations

The Group is a leading player in the Romanian distribution and supply markets, as well as in the energy services sector. In addition, the Group commenced its renewable electricity business on 31 August 2020 with the acquisition of its first photovoltaic park and has since expanded its operations through several other acquisitions.

The Group is the largest electricity distribution operator in Romania (*Source: ANRE report*), providing electricity distribution services to approximately four million users and operating a distribution network of 206,383 km comprised of low, medium and high voltage electric lines as at 30 June 2026. As at 30 June 2026, the Group's distribution services cover an area of 97.196 km^2 (approximately 40.8% of Romania's territory). During 2025, the Group distributed 18.03 TWh of electricity, an increase of 1.5% as compared to 2024. In the first half of 2026, the Group distributed 8.91 TWh of electricity, a decrease of 0.5% as compared to the same period in 2025 (*Source: Issuer data*).

On the supply segment, the Group acts (i) on the competitive market, (ii) as a universal service provider and also as (iii) a supplier of last resort. As of 31 December 2025, the Group supplied energy to approximately 3.3 million consumption sites. In 2025, the Group had a total market share of 14.71% on the electricity supply market (3rd rank), a market share of 10.80% on the competitive market (3rd rank) and a market share of 25.91% (3rd rank) on the SoLR market, having supplied volumes of 7.3 TWh to retail clients (*Source: ANRE January – December 2025 Electricity Market Monitoring Reports*). As of 30 June 2026, the Group supplied energy to approximately 3.2 million consumption sites with 3.38 TWh of electricity. From January to July 2026, as per the latest available ANRE reports, the Group had a market share of 13.91% (3rd rank) of the total market share, a market share of 10.72% (3rd rank) on the competitive market and a market share of 24.34% (3rd rank) on the SoLR market (*Source: Issuer data, ANRE January – July 2026 Electricity Market Monitoring Reports*).

On the renewable energy generation segment, the Issuer currently operates three photovoltaic parks. The first is a photovoltaic park with an installed capacity of 7.5 MWp in Stanesti, Giurgiu, following the absorption of its former subsidiary Energie Verde 1 S.R.L. in December 2023. Since 2021, the Group has made various investments in renewable energy production capabilities, having acquired shareholdings in the project companies (SPVs) Sunwind Energy, New Trend Energy, Foton Power Energy (developing photovoltaic parks projects with designed installed capacities totalling 167 MWp) and Crucea Power Park (developing a wind farm project) with a designed installed capacity of 121 MW (up to 138 MW, depending on turbine type).

In July 2024, the Issuer completed the construction of a photovoltaic park with an installed capacity of 12 MWp in Vulturu, Vrancea which was connected to the National Energy System on 21 October 2024, finalised successfully all the technical conformity tests, and has been fully operational since 5 July 2025. Furthermore, Sunwind Energy developed the Satu Mare 2 photovoltaic park, which has an installed capacity of 27 MWp, finished the construction phase in July 2025, began trials in October 2025, and has been fully operational since 12 August 2026.

New Trend Energy, which will develop the Satu Mare 3 photovoltaic park, signed the EPC contract on 23 June 2026. Foton Power Energy, which will develop the Bihor 1 photovoltaic park, signed the EPC contract on 29 May 2026. As at the date of this Base Prospectus, both parks are under construction.

On the energy storage segment, the Issuer is currently developing 23 battery energy storage systems (BESS) projects: Fantanele (70 MWh stand-alone BESS, connected to the transmission network), Vulturu (22 MWh behind-the-meter BESS, connected to the Vulturu photovoltaic park network), Bihor 1 (17 MWh behind-the-meter BESS connected to the Bihor 1 photovoltaic park network), Crucea Est (60 MWh behind-the-meter BESS connected to the Crucea

Est wind park network) and 19 other smaller multi-site projects located in the area covered by DEER, stand-alone BESS, connection to the distribution or the transmission network, totalling 780 MWh, for which the Issuer already obtained grid connection permits in June 2026.

As at the date of this Base Prospectus, the Issuer has: three operational photovoltaic parks, Stanesti, Vulturu and Satu Mare 2, with a total installed peak capacity of 46.5 MWp; the photovoltaic park Satu Mare 3 (62.5 MWp) under construction; the photovoltaic park with attached BESS Bihor 1 (77.5 MWp and 17 MWh) under construction; the standalone BESS Fantanele (70 MWh) under construction; the Crucea Est wind park with attached BESS (121 MW and 60 MWh) in competitive selection procedures for EPC and/or equipment; the Vulturu attached BESS (22 MWh) in preparation for competitive selection of an EPC contractor; as well as 19 other multi-site standalone BESS projects totalling 780 MWh in different stages of development, following the grid connection permits obtained in June 2026. Further, on 19 October 2026, the Board of Directors endorsed and submitted for the approval of the extraordinary general meeting of shareholders of the Issuer on 10 December 2026 the investment of EUR 185 million to the development of an 800 MWh of storage capacity portfolio, for which the abovementioned 19 projects totalling 780 MWh are considered.

On 9 September 2025, a Memorandum of Understanding was signed with S.N.G.N. Romgaz S.A. ("**Romgaz**") regarding the joint development of renewable energy production and storage capacities with a total installed capacity of up to 400 MW, exclusively through greenfield projects, to be implemented through a dedicated investment vehicle in which the Issuer would act as main developer and Romgaz as minority strategic partner. The memorandum is non-binding and any final transaction remains subject to due diligence and the corporate approvals of both parties, and, as at the date of this Base Prospectus, no agreement has been concluded.

On 24 February 2026, a Memorandum of Understanding was signed with Liberty Galati S.A. ("**Liberty Galati**") for the joint development of photovoltaic production and storage capacities of up to 500 MW on land owned by Liberty Galati, under an operating model intended to maximise the steelworks' self-consumption and security of supply. The final terms of the partnership are to be determined following feasibility studies and are subject to corporate approvals, and, as at the date of this Base Prospectus, no agreement has been concluded.

The Group also provides repair, maintenance and other energy-related services for electricity networks to third parties (including other distributors), as well as to companies within the Group, through its subsidiary SERV.

The Group is a significant employer in Romania, with a total of 7,484 employees as of 31 December 2025.

Overview of the main activities, products and services of the Group

The Group is a leading player in the domestic electricity market. The mission of the Group is to supply, distribute and produce energy, focusing on excellence in infrastructure and services to meet the needs of its customers and of the communities in which it operates. The main activity of the Issuer registered in the Trade Registry is business and other management consultancy activities (NACE code 7020). The additional activities of the Issuer registered in the Trade Registry as of the date of this Base Prospectus are, among others, the following: production of electricity from non-renewable sources; production of electricity from renewable sources; trade of electricity; storage of electricity; steam and air conditioning supply; electrical installation; wired, wireless and satellite telecommunications activities; other credit granting, renting and operating of own or leased real estate; research and experimental development on natural sciences; and engineering, public relations and communication activities.

The Group's activities cover the operation, development and maintenance of regional electricity networks, supply and trading of electricity, generation of electricity from renewable and non-renewable sources, electricity storage. The Group's main activities can be categorised as follows:

- electricity distribution system operator;

- electricity and gas supply business;
- generation of electricity from renewable and non-renewable sources; and
- other activities.

The Group's electricity distribution activities involve the provision of distribution services on a regulated basis, as well as the operation, development and maintenance of the electricity networks in the regions it serves. On the electricity and gas supply side, the Group's activities are undertaken on the competitive market, as well as on a regulated basis as regards its universal service activities and activities as last resort supplier. The Group's renewable energy production capabilities are in various stages of development, with the photovoltaic parks currently operational being those in Stanesti, Giurgiu, with an installed capacity of 7.5 MWp, at Vulturu, Vrancea, with a maximum approved power delivery of 12 MWp, and Project Satu Mare 2 at Botiz, near Satu Mare, with an installed capacity of 27 MWp.

The following table provides an overview of the Adjusted EBITDA and revenue contribution of each of these business segments in respect of the years ended 31 December 2025 and 31 December 2024:

	31 December 2025		**31 December 2024**	
	(RON, millions)			
	Adjusted EBITDA	**Revenue**	**Adjusted EBITDA**	**Revenue**
Distribution	1,877.1	5,702.6*	1,579.5	4,967.7*
Supply**	572.4	7,944.6	(78.1)	6,309.8
Electricity production	14.5	16.7	7.4	12.4
Other activities***	(80.8)	73.5	(64.9)	52.3
Total segments	**2,383.3**	**13,737.4***	**1,443.9**	**11,342.3***
Eliminations & consolidation adjustments	-	(2,334.2)	5.1	(2,104.7)
Total	**2,383.3**	**11,403.2***	**1,449.0**	**9,237.6***

Source: 2025 Financial Statements.
* As corrected in Note 5 to the 2026 Interim Financial Statements.
** Revenues in the supply segment do not include subsidies, presented as "Other income" in the Financial Statements;
*** Includes the network maintenance segment and the headquarter segment.

The following table provides an overview of the Adjusted EBITDA and revenue contribution of each of these business segments in respect of the six month periods ended 30 June 2026 and 30 June 2025:

	30 June 2026		**30 June 2025**	
	(RON, millions)			
	Adjusted EBITDA	**Revenue**	**Adjusted EBITDA**	**Revenue**
Distribution	920.0	2,839.9	962.3	2,706.0*
Supply**	181.3	4,250.8	58.5	3,302.5
Electricity production	6.9	9.7	2.2	5.3
Other activities***	(26.6)	45.0	(20.1)	33.4
Total segments	**1,081.6**	**7,145.4**	**1,002.9**	**6,047.1***
Eliminations & consolidation adjustments	(1.9)	(1,109.0)	(0.2)	(1,169.0)
Total	**1,079.6**	**6,036.4**	**1,002.7**	**4,878.1***

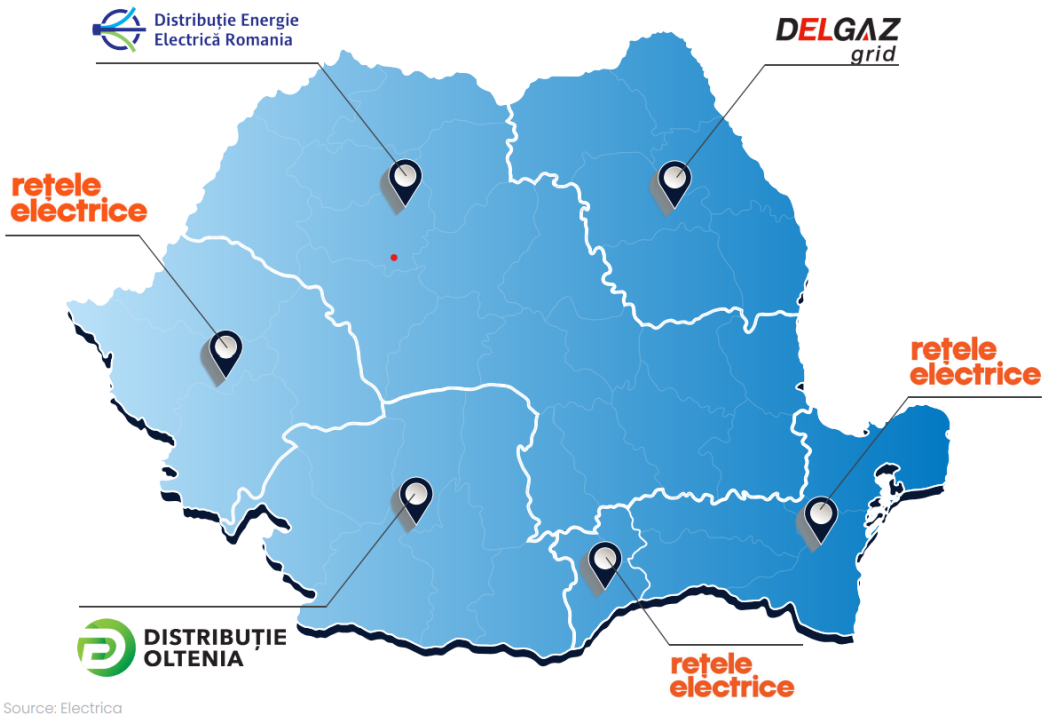
Source: 2026 Interim Financial Statements.
* As corrected in Note 5 to the 2026 Interim Financial Statements.
** Revenues in the supply segment do not include subsidies, presented as "Other income" in the Financial Statements;
*** Includes the network maintenance segment and the headquarter segment.

Electricity distribution system operator

Electricity distribution in Romania is currently fulfilled mainly by four electricity distribution system operators, regulated by ANRE. Each company is responsible for the exclusive distribution of electricity in the region for which it is authorised, under a concession agreement concluded with the Romanian State. The electricity distribution

segment is a regulated area of activity in which operations are conducted in a geographically limited area in accordance with the relevant concession agreement, while the nature of the services provided and the specific obligations to be observed are stipulated in the licence conditions of the concessionary operators. The Group, through its subsidiary DEER, operates in three network zones (Northern Muntenia, Northern Transilvania and Southern Transilvania), while competitors such as PPC (through its subsidiary Retele Electrice Romania), Premier Energy PLC (through its subsidiary Distributie Oltenia) and E.ON (through its subsidiary Delgaz Grid) operate the remaining regions.

The figure below shows the current electricity distribution map in Romania:



ANRE determines the duration of regulatory periods, which is currently five years, for which the model of calculating operating cost and the principles of determining a reasonable level of network losses applies. Tariffs are typically approved for the period of one calendar year. The specific tariffs applicable to the distribution services are approved by ANRE based on a "tariff basket-price cap" mechanism established by ANRE Order no. 67/2024 (applicable in the 5th regulatory period 2025 to 2029).

The "tariff basket-price cap" methodology is designed to reduce income fluctuations and avoid significant fluctuations for the electricity tariffs charged to consumers for the distribution of electricity. The tariff model is based on the principle of remuneration through tariffs of justified costs recorded by the distribution system operator, with the distribution operator's main source of profit being the RRR on capital invested in the distribution activity.

The tariffs are adjusted on an annual basis considering the volumes of distributed electricity, the quantities and the acquisition price of electricity to cover the network losses, the controllable and uncontrollable costs, the change of revenues from reactive energy compared to the forecasted ones, depreciation and forecasted capital expenses and change of forecasted gross profit from other activities.

The current regulatory period within which the Group operates started on 1 January 2025 and will end on 31 December 2029. During the same period, ANRE is entitled to adjust the RRR annually, depending on the evolution

of the elements that are at the basis of the RRR computation. The current RRR for DEER is set at 6.94%. ANRE sets up the annual level of distribution tariffs in RON per MWh for each distribution company and for each voltage level (high, medium and low). The tariffs invoiced to users are cumulated depending on their corresponding voltage level (i.e., the tariff for medium voltage also includes the tariff for high voltage, and the tariff for low voltage also includes the tariff for high and medium voltages). ANRE sets up the annual regulated income levels required for each year of the regulatory period, based on projections submitted by the distribution system operators, in line with the methodology requirements, at the beginning of the regulatory period.

The distribution tariffs practiced by DEER have been approved by ANRE by means of ANRE Order No. 77/2025. The table below shows the tariffs approved by ANRE starting with 1 January 2026:

Distribution operator	Voltage level	Measuring unit	The specific tariff composed of:	Non NL Component	NL useful Component	NL useful_sc Component
Distributie Energie	HV	RON/ MWh	31.96	23.04	7.15	1.77
Electrica Romania	MV	RON/ MWh	83.36	43.61	31.86	7.89
S.A.	LV	RON/ MWh	240.02	139.45	80.60	19.97

Source: ANRE.

The Group, through its subsidiary DEER is a key player in the electricity distribution sector, operating in the Northern Muntenia (Prahova, Buzău, Dâmbovița, Brăila, Galați and Vrancea counties), Northern Transilvania (Cluj, Maramureș, Satu Mare, Sălaj, Bihor and Bistrița-Năsăud counties) and Southern Transilvania (Brașov, Alba, Sibiu, Mureș, Harghita and Covasna counties) regions, which are highly populated and industrialised areas of Romania. The Group has exclusive electricity distribution licences for these regions valid until 2027, with the possibility of extension for a period of 25 years. Moreover, the underlying concession agreements are valid until 2054, with the possibility of extension for another period of 24.5 years.

As at 31 December 2025, the Group operated a network of 205,819 km voltage lines comprised of 150,850 km of low voltage (LV) lines, 47,359 km of medium voltage (MV) and 7,610 km of high voltage (HV) lines, covering an area 97,196 km^2, approximately 40.8% of Romania's territory.

As at 30 June 2026, the Group operated a network of 206,383 km voltage lines comprised of 151,328 km of low voltage (LV) lines, 47,445 km of medium voltage (MV) and 7,610 km of high voltage (HV) lines, covering an area 97,196 km^2, approximately 40.8% of Romania's territory.

As at 31 December 2025, the Group served approximately 4 million users for the electricity distribution activity, having distributed 18.03 TWh of electricity, an increase of 1.5% compared to the previous year. During the first half of 2026, the Group distributed 8.91 TWh of electricity, a decrease of 0.5% as compared to the same period in 2025. At the end of 2025, the Group had an estimated RAB of RON 8.6 billion, while the latest estimation of RAB as at 30 June 2026 is of RON 8.7 billion.

The Group's revenue from the electricity distribution segment increased for the year ended 31 December 2025 by RON 735 million, or 14.8%, to RON 5,703 million as compared to RON 4,968 million in 2024, mainly from the effect generated by the increase in distribution tariffs and volumes of distributed electricity, with a net impact of RON 538 million, combined with the increase of RON 197 million in revenues recognised in accordance with IFRIC 12.

The Adjusted EBITDA for the distribution segment increased by RON 298 million, or 18.8%, in 2025, from RON 1,580 million in 2024 to RON 1,877 million in 2025. Furthermore, the net profit of the segment increased from RON 724 million in 2024 to RON 966 million in 2025, as a result of the increase of the distribution tariff by 12.5% (pursuant to ANRE order no. 97/2024) and the improvement of operational efficiency in 2025 compared with the year 2024.

In the first half of 2026, revenue from the electricity distribution segment increased by RON 134 million, or 4.9%, to RON 2,840 million, compared to RON 2,706 million during the same period in 2025, mainly as a result of the increase in revenues from reactive energy and from the evolution of the revenues recognised under IFRIC 12 (as a result of the recognition of the concession contracts revenue). The contribution of the electricity distribution segment to the Group's consolidated revenue for the six month period ended 30 June 2026 is 29.4% (calculated as the electricity distribution segment's external revenue of RON 1,774 million divided by the Group's total revenue of RON 6,036 million).

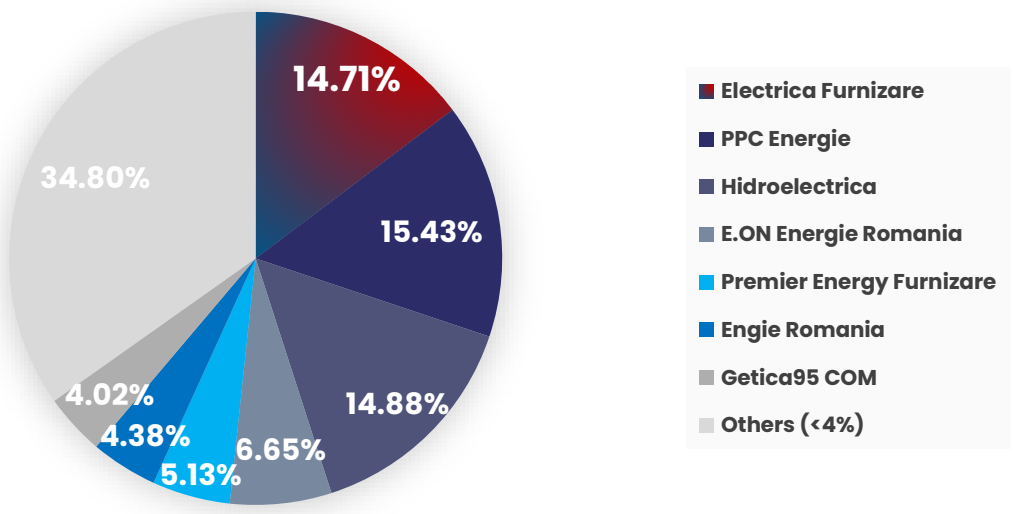
The Adjusted EBITDA for the electricity distribution segment decreased by 4.4% in the first half of 2026, from RON 962 million in the first half of 2025 to RON 920 million.

Electricity and gas supply business

The Group operates on the electricity and gas supply/retail market through its subsidiary EFSA, as universal service supplier and last resort supplier and on the competitive market at national level. EFSA has an electricity supply licence covering the entire territory of Romania which is valid until 2031, with the possibility of extension. In view of the expansion of the economic activities of EFSA in Hungary, an electricity trading licence was granted by the Hungarian Energy and Public Utilities Regulatory Authority by decision no. 879/2022. EFSA also holds a natural gas supply licence in Romania which is valid until 2032.

In the electricity supply market, the Group had in 2025 a total market share of 14.71%, and was ranked 3rd. The Group retained its position as market leader by number of consumption places, with approximately 3.3 million (*Source: ANRE reports*). The figure below shows the division of market shares as of 31 December 2025:

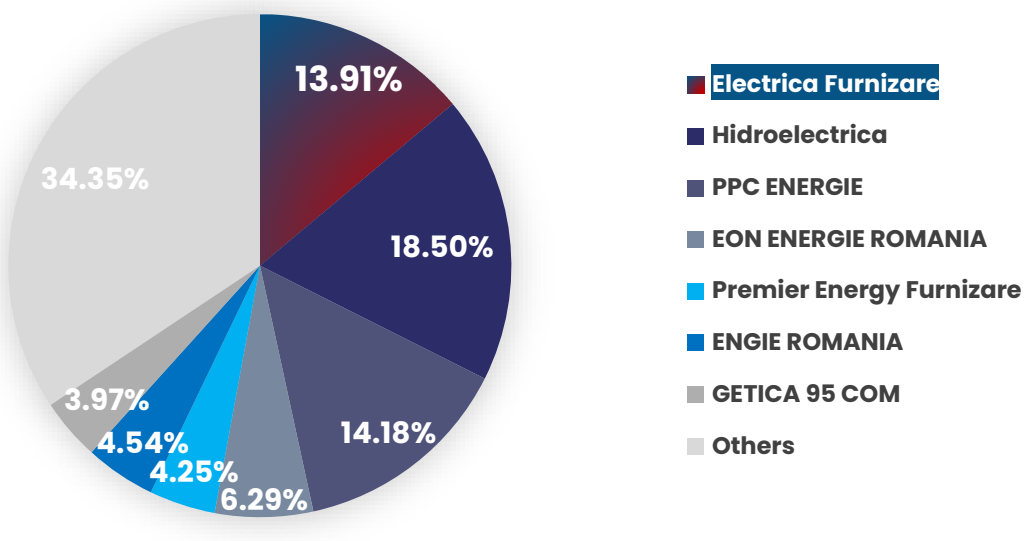
Total market share Jan – Dec 2025



As of 31 July 2026, the Group had on the electricity supply market a market share of 13.91% (3rd rank) of the total market share, 10.72% (3rd rank) of the competitive market share and a market share of 24.34% (3rd rank) on the SoLR

market. The figure below shows the division of total market shares as of 31 July 2026 (*Source: Latest available January – July ANRE Reports*):

Total market share Jan-July 2026



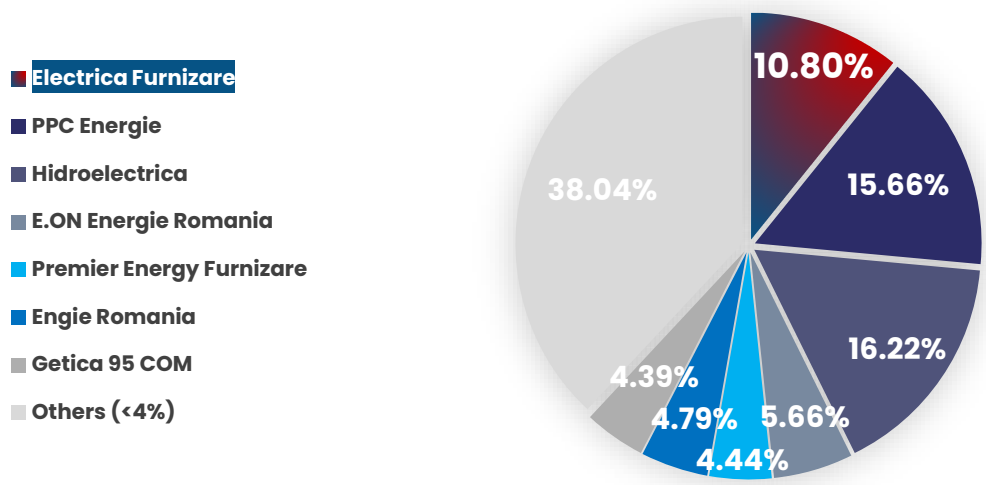
On the retail market, a monthly rotation system was introduced for the supplier of last resort nomination, whereby the supplier of last resort automatically takes over customers from all areas of the country. For this purpose, suppliers are listed in descending order in the electricity sector and in ascending order in the natural gas sector on the last resort suppliers list, based on their market share, with each supplier of last resort in the list being nominated in turn, on a monthly basis, to automatically take over the customers with no supplier. In 2025, EFSA was nominated as supplier of last resort for electricity in January, June and November 2025, and for natural gas in January and August 2025. In 2026, EFSA was nominated as the supplier of last resort for electricity in April and September 2026, and for natural gas in March 2026.

As of 31 December 2025, EFSA served approximately 1.5 million consumer locations under the universal service and last resort regime (approximately 1.5 million as of 30 June 2026), out of a total of approximately 3.3 million consumer locations as of 31 December 2025 (3.2 million as of 30 June 2026).

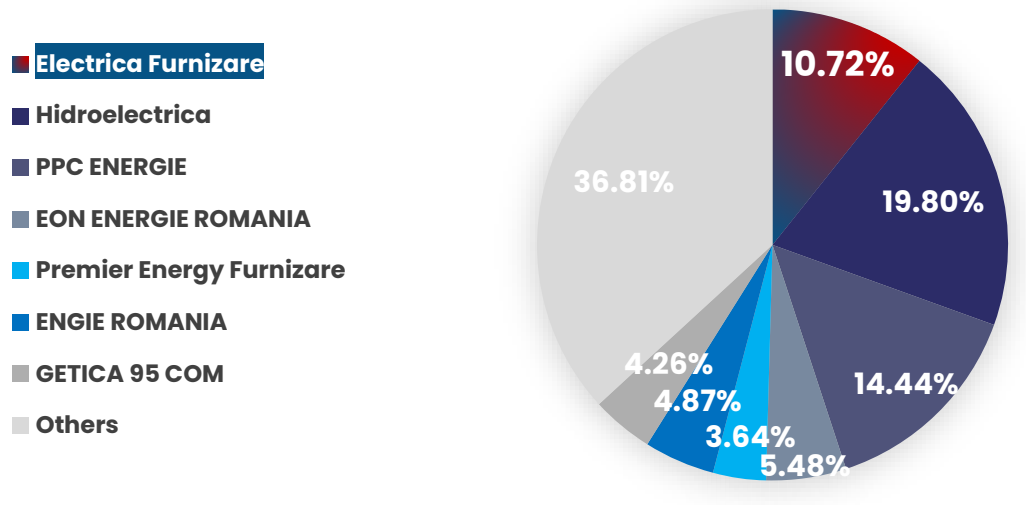
On the competitive market, electricity trading on the wholesale market was carried out transparently on the centralised markets administered by Societatea Comercială Operatorul Pieţei de Energie Electrica "Opcom" - S.A. ("**OPCOM**") and Bursa Română de Mărfuri S.A., based on directly negotiated bilateral contracts, and on the spot markets administered by OPCOM. The prices may be freely negotiated by the parties on the retail competitive market. The Group's market share on the competitive market was 10.80% in January to December 2025, being ranked 3rd (*Source: ANRE January – December 2025 Electricity Market Monitoring Reports*).

The competitive market comprises 96 suppliers (including suppliers of last resort operating in the competitive segment of the retail market), out of which 89 have a combined market share of less than 4%, being relatively small. The figures below show the division of market shares on the competitive market (*Source: ANRE Electricity Market Monitoring Reports*):

Competitive market share Jan – Dec 2025



Competitive market Jan – July 2026
(TWh)



Electricity suppliers have the legal obligation to purchase green certificates from renewable energy producers, based on the annual targets or quotas established by law, which apply to the amount of electricity purchased and supplied to final consumers. The cost of green certificates is passed down to final consumers separately from electricity tariffs. In 2025, the value of green certificate expenses passed down to consumers by EFSA was RON 524 million (2024: RON 542 million). For the six month period ended 30 June 2026, the value of green certificates expenses passed down to consumers by EFSA was RON 252 million (compared to RON 270 million for the six month period ended 30 June 2025).

According to the Commercial Code of the wholesale electricity market, the balancing market was introduced and began operating in Romania in July 2005. The purpose of this market is to allow the balance of production and consumption of electricity in real time, using resources provided in a competitive system. Each participant at the

wholesale market (producer, supplier, operator, eligible consumer) has the obligation to register at the operator of the balancing market (the "**Balancing Market**"), CN Transelectrica S.A. as a Balancing Responsible Party ("**BRP**") or to transfer its balancing responsibility to another registered licence holder. Transferring the responsibility to another BRP offers a strategic advantage in Balancing Market operations. This approach can aggregate imbalances more effectively, thereby reducing costs, compared to scenarios where the producer, supplier, or distribution operator acts as its own BRP.

The representation activity on the Balancing Market as BRP was carried out by EFSA.

The BRP EFSA customer portfolio is diversified, consisting of producers (hydro, thermal, wind, photovoltaic, biogas, biomass), suppliers and distribution operators.

At the end of 2025, 92 licenced participants had transferred responsibility to BRP EFSA, as follows:

- 14 suppliers representing 15.22% of the total BRP;
- 7 distribution operators representing 7.61% of the total BRP; and
- 71 producers representing 77.17% of the total BRP.

At the end of June 2026, 92 licenced participants had transferred responsibility to BRP EFSA, as follows:

- 14 suppliers representing 15.22% of the total BRP;
- 9 distribution operators representing 9.78% of the total BRP; and
- 69 producers representing 75% of the total BRP.

DEER has delegated its responsibilities to BRP EFSA.

EFSA provides balancing services for approximately 20% of the total Romanian electricity consumption.

The Balancing Market, a component of the wholesale electricity market, is mandatory and each licence holder must either assume its responsibility for balancing or delegate its responsibility for balancing to a BRP.

The Group's revenue from the supply segment increased in 2025 by RON 1,635 million, or 25.9%, to RON 7,945 million, as compared to RON 6,310 million in 2024. The increase in revenues was mainly due to the ending of the capping for electricity on 30 June 2025. The elimination of the capping scheme allowed EFSA to build its price strategy on the competitive market and profitability criteria, adapting it according to the categories of customers. Other income, which mainly represents subsidies for the supply segment, decreased by RON 540 million (from RON 1,671 million in the year ended 31 December 2024 to RON 1,131 million in the year ended 31 December 2025).

The Adjusted EBITDA of the supply segment increased by RON 651 million, compared to the end of 2024, reaching an Adjusted EBITDA of RON 572 million for the year ended 31 December 2025 from Adjusted EBITDA of RON (78) million for the year ended 31 December 2024, mainly driven by improved profitability, as the elimination of the capping scheme enabled EFSA to adopt a pricing strategy aligned with market conditions and profitability targets across its customer portfolio. Furthermore, the increase in Adjusted EBITDA also impacted the segment net profit which increased by RON 535 million compared to 2024 (from RON (257) million in the year ended 31 December 2024 to RON 277 million in the year ended 31 December 2025).

In the first half of 2026, the revenue from the electricity supply segment increased by RON 948 million year-on-year, or 28.7%, from RON 3,302 million for the six months ended 30 June 2025 to RON 4,251 million (out of which RON 4,221 million was from external revenues) for the six months ended 30 June 2026, mainly as a net effect of the

establishment of the selling price of electricity through competitive mechanisms, adapted to the Issuer's strategy. This positive effect was partially diminished by the 9.0% decrease in the energy supplied in the retail market. The contribution of the supply segment to the Group's consolidated revenues for the six months to 30 June 2026 is 69.9% (calculated as the supply segment's external revenue of RON 4,221 million divided by the Group's total revenue of RON 6,036 million).

In terms of Adjusted EBITDA, the supply segment recorded an increase in the first half of 2026, reaching an Adjusted EBITDA of RON 181 million compared to RON 59 million recorded during the same period in 2025, and at the same time an increase in the Adjusted EBITDA margin from 1.8% in the first half of 2025 to 4.3% in the first half of 2026.

As at 30 June 2026 subsidies receivable from the State authorities is RON 2,544 million (31 December 2025: RON 2,518 million). From the total amount of subsidies to be received, RON 2,471 million represent uncollected claims already submitted, out of which RON 880 million are estimated to be received from the Ministry of Energy and RON 1,592 million from the National Agency for Payments and Social Inspection. The amount of RON 73 million represents applications that have not yet been submitted to the State authorities as at 30 June 2026. Out of the total uncollected applications submitted to the State authorities in the amount of RON 2,471 million, applications submitted for the year 2025 are in the amount of RON 633 million, for the year 2024 are in the amount of RON 998 million, for the year 2023 are in the amount of RON 209 million, and the difference in the amount of RON 632 million represent applications for the year 2022. For the years 2022 and 2023 the aforementioned applications have been submitted, out of which RON 113 million is currently suspended for payment due to further clarifications needed. Pursuant to Law No. 179/2026, which became effective on 28 August 2026, the reimbursement rate on eligible claims submitted increased from 40% to 60% and allows payments on eligible previously submitted claims.

Generation of electricity from renewable sources

The Group started its renewable electricity business in 2020 with the acquisition of its first park and has since expanded its operations through various other acquisitions and/or absorptions. The total aggregate capacity of the Group projects, whether operational or in different stages of development, is 307.5 MW (up to 324.5 MW) in renewable energy generation projects (and 949.5 MWh across 23 energy storage projects) as at 30 June 2026, as follows:

- *Crucea Est wind farm* – is a wind farm with a designed installed capacity of 121 MW (up to 138 MW, depending on turbine type) and a storage capacity (behind-the-meter storage) of 60 MWh developed through the Issuer's subsidiary, Crucea Power Park in Crucea, Constanta County. The competitive selection procedure for the turbine supplier has been commenced for this project.

- *Satu Mare 3* – is a photovoltaic park with a designed installed capacity of 62.5 MWp developed through the Issuer's subsidiary, New Trend Energy near Satu Mare. Construction works have commenced.

- *Bihor 1* – is a photovoltaic park with a designed installed capacity of 77.5 MWp and a storage capacity (behind-the-meter storage) of 17 MWh developed through the Issuer's subsidiary, Foton Power Energy near Oradea. Construction works have commenced.

- *Satu Mare 2* – is a photovoltaic park with a designed installed capacity of 27 MWp developed through the Issuer's subsidiary Sunwind Energy in Botiz, near Satu Mare. The project is complete, the park began trials in October 2025 and is fully operational since 12 August 2026. A financing agreement has been signed within the framework of the non-refundable financing through Romania's National Recovery and Resilience Plan.

- *Vulturu* – is a photovoltaic park with a designed installed capacity of 12 MWp developed by the Issuer, following the absorption of its former subsidiary Green Energy Consultancy & Investments S.R.L.. The project is complete and fully operational since July 2025. A financing agreement has been signed within the framework of the Modernisation Fund for an electrochemical Battery Energy Storage System (BESS), with an installed capacity of 9.5MW and a storage capacity of 22 MWh.

Following the absorption of its former subsidiary, Electrica Energie Verde 1 S.R.L., the Issuer is currently operating a photovoltaic park with an installed capacity of 7.5 MWp in Stanesti, Giurgiu.

Furthermore, the Group is developing an energy storage capacity in Fantanele, Mures, with a designed storage capacity of approx. 70 MWh. The project is in its final development stage. A financing agreement has been signed within the framework of Romania's National Recovery and Resilience Plan.

As a measure to incentivise investment in new power generation capacity from renewable sources, the Romanian Government has established a support mechanism for low-carbon electricity production through contracts for difference ("**CfD**"). This mechanism aims to increase the share of renewable energy in total consumption to at least 36.2% by 2030, in line with Romania's National Energy and Climate Plan (PNIESC) and EU objectives, while also reducing CO_2 emissions by 78% compared to 1990 levels. The CfD scheme is designed with the aim of reducing long term power price risk for investors, thus facilitating financing of new renewable energy projects.

The Group participated in the first CfD auction, through its subsidiary Crucea Power Park. Following an assessment of its submission as part of the first CfD auction, the relevant authorities have awarded the project a CfD contract covering an installed capacity of 54 MW. Following such an award, OPCOM, as the CfD counterparty, and Crucea Power Park entered into a binding CfD contract in December 2024.

Producers of electricity from renewable energy sources that were made operational before 31 December 2016 have the legal right to receive a certain number of green certificates, depending on the technology used, for each MWh produced and delivered in the network and for a certain period of time, depending on the degree of novelty of the electrical group/plant.

Since February 2013 and for a period of 15 years thereafter, the Stanesti photovoltaic park has the right to receive six green certificates for each MWh of electricity produced and delivered in the grid, out of which, for the period 1 July 2013 to 31 December 2020, two green certificates were deferred from trading, to be recovered in equal monthly instalments from 1 January 2021 until 31 December 2030.

The green certificates issued by Transelectrica for the production carried out by the Stanesti photovoltaic park, in the validity period of the accreditation decision issued by ANRE, can be traded until 31 March 2032, including after the expiry date of the validity period of the accreditation decision (31 January 2028).

The green certificates can be traded on the OPCOM spot, forward or combined markets. The selling price must be between the minimum and maximum values established by Law no. 220/2008 for the establishment of the system for the promotion of electricity production from renewable energy sources, republished, with subsequent amendments. Revenues from the sale of green certificates are recognised as profit or loss at the time of their sale on the market.

For 2026, OPCOM set the minimum value of a green certificate at RON 148.2201, compared to RON 146.2532 in 2025.

The Group's revenues from the production of electricity from renewable sources has increased in 2025 by RON 4 million from RON 12 million in 2024 to RON 17 million in 2025. This was mainly due to the delivery of an additional

quantity of electricity into the National Energy System, and the monetisation of green certificates from the portfolio on specific markets.

The Adjusted EBITDA recorded an increase of RON 7 million as compared to 2024, from RON 7 million in 2024 to RON 15 million in 2025, as a result of the increase in revenues. In addition, segment net profit increased by RON 6 million, from RON 5 million in 2024 to RON 11 million in 2025, as a consequence of the decrease in operational costs of 33.4% compared to 2024, which offset the impact of the decline in prices for electricity delivered into the National Energy System.

For the six month period ended 30 June 2026, the Adjusted EBITDA of the production segment increased by RON 5 million to RON 7 million from RON 2 million for the six month period ended 30 June 2025, mainly as a result of revenues having increased by RON 4 million compared to the first half of 2025 (from RON 5 million for the six month period to 30 June 2025 to RON 10 million for the six month period ended 30 June 2026).

The profit of the segment in the first half of 2026 increased by RON 3 million from RON 1 million for the six month period ended 30 June 2025 to RON 5 million for the six month period ended 30 June 2026, mainly due to the commissioning of the two photovoltaic parks, Vulturu and Satu Mare 2, which tripled the volumes of electricity produced.

In addition to its generation and storage capabilities currently in development or operational stages, the Group continues to evaluate opportunities for new project acquisitions and/or forming of partnerships through acquiring majority shareholdings in projects developed by potential partners. The Group continues its development activities for energy production solutions using efficient and flexible capacities based on natural gas which are hydrogen ready.

Cogeneration – thermal energy and electricity – Craiova Project

On 24 August 2026, following an open public tender in which its bid from 9 March 2026 was designated the winning bid on 16 June 2026, the Issuer entered into the Delegation Contract for the Craiova Project, supplying heat to the centralised district heating system serving approximately 53,000 households and public institutions and selling the electricity produced on the Romanian wholesale markets. The project replaces an existing coal-fired heat source and represents the Issuer's first investment in controllable generation, complementing the Group's portfolio of intermittent renewable capacity.

The Craiova Project was approved by the Issuer's extraordinary general meeting of shareholders on 20 August 2026 with a maximum investment value of EUR 235 million (excluding VAT), including a contingency reserve of approximately 5% over an estimated investment value of EUR 223 million. It comprises two investment objectives: (i) Objective 1, dedicated to the district heating system, consisting of gas engine cogeneration units of approximately 82 MWe and 73.5 MWt, peak/back-up hot-water boilers of approximately 135 MWt and thermal energy storage (approximately EUR 157.5 million); and (ii) Objective 2, dedicated exclusively to the industrial consumer Ford Otosan România SRL, consisting of gas turbine cogeneration units of approximately 32 MWe and 70 MWt and industrial steam boilers of approximately 38 MWt (approximately EUR 65.5 million), the implementation of which is conditional upon the conclusion of a bilateral thermal energy supply agreement with that consumer. Failure to conclude such an agreement does not affect the implementation of Objective 1. As at the date of this Base Prospectus, negotiations with the industrial consumer are ongoing and such agreement has not been concluded.

The Delegation Contract has a term of approximately twelve years, comprising a 24-month investment stage (completion no later than 31 July 2028, extended by the permitting period) and a ten-year operation stage from commissioning of the cogeneration units, extendable by agreement for up to five years and, where the investment has not been fully recovered, by a further five years at the Issuer's justified request. Heat produced under Objective 1 is sold to the municipal district heating operator at prices approved and adjusted by the Romanian energy regulator

(ANRE), with a minimum annual purchase of 250,000 MWh below which the parties must renegotiate to restore the contractual balance. Payment is secured by a guarantee from the Municipality equal to one winter month of deliveries (70,500 MWh). The Issuer bears the design, financing, construction and operating risk and provides performance guarantees of RON 3 million (investment stage) and EUR 100,000 (operation stage); the Municipality bears the legislative and political risk and the risk of the utility connections and network rehabilitation; demand and revenue risks are shared. On expiry, the project assets are transferred to the Municipality free of charge, or against payment of the unrecovered investment value if the investment has not been fully recovered.

Other activities

The Group's portfolio also includes the network maintenance segment (equipment maintenance, repairs and other additional services related to the network), performed through the Issuer's subsidiary SERV, which mainly serves distribution companies outside the Group.

SERV will continue its efforts to develop the market for modern and sustainable electricity generation solutions (photovoltaic power plants, reactive energy compensators and the integration of BESS). In partnership with EFSA, SERV aims to offer customers integrated solutions including the installation of photovoltaic panels and reactive energy compensators, smart lighting solutions, backup power supply systems, and smart metering. Its main objectives for the following period are:

- increasing commercial activity outside of the Group by attracting new customers and developing sustainable partnerships;
- reorienting the organisational structure and optimising human resources for better operational efficiency; and
- consolidating its current financial position, and directing investments towards innovative areas with high development potential.

Revenue from the network maintenance segment increased by RON 21 million, or 40.5%, from RON 52 million in the year ended 31 December 2024 to RON 73 million in the year ended 31 December 2025, due to higher volume of maintenance services provided to external customers and the execution of a larger number of maintenance projects. This revenue increase had a direct impact on Adjusted EBITDA, which increased to RON 2 million in 2025 (compared to RON (8) million in 2024).

Revenue from the network maintenance segment increased in the first half of 2026 by RON 12 million, representing a 35.1% increase, from RON 33 million in the six months ended 30 June 2025 to RON 45 million in the same period in 2026, while Adjusted EBITDA increased by RON 12 million in the first half of 2026, reaching positive RON 11 million compared to RON (1) million in the first half of 2025.

Competitive position of the Issuer

The Group's competitors consist of both European integrated energy companies with local presence as well as individual Romanian operators. In the first category, there are a number of companies which in terms of their size and background share some characteristics that are similar to the Group. This category includes, among others, E.ON, PPC, MVM, Premier Energy and Hidroelectrica.

Distribution system operators are natural local monopolies, while the universal service provider is practically an administrative monopoly. There are further limited incentives for customers to switch universal service providers given that electricity and gas are supplied at regulated prices.

Management believes that the Group's historical success and its potential for future growth are primarily due to the following key strengths which outline its competitive position on the Romanian market.

Leading electricity distribution business operating long term concession

The Group is the largest player in the electricity distribution segment in Romania both in terms of volume of electricity distributed to users and number of users. In 2025 the Group distributed 18.03 TWh (8.91 TWh in the first half of 2026) of electricity to approximately four million users. The electricity distribution segment operates under long-term concession arrangements granted by the Romanian state, valid until 2054, which have a renewal option for another 24.5 years, and based on licences granted by ANRE valid until 2027, which have a renewal option for another 25 years.

Over the 4th regulatory period, the Group's investment plan has led to an increase in the RAB of around 47%. RAB is a key driver of regulated revenue growth for the Group's electricity distribution activities. The investment plan for the 5th regulatory period is also targeted to ensure RAB increase, leading to an increase in revenues from the regulated rate of return.

One of the leaders on the electricity supply segment

The Group is one of the largest suppliers in Romania on the supply market both in terms of volume of electricity supplied to consumers and number of consumers. In the first six months of 2026 EFSA supplied 3.4 TWh on the electricity market.

The Group is also leading the electricity market in terms of customers served. In 2025 the Group supplied 7.3 TWh of electricity to approximately 3.3 million consumers on the retail market.

Management believes that the Group's brand (part of the top 12 Romanian brands for several years in a row), credit quality and perceived stability provide it with strong customer loyalty as an electricity supplier, serves to reduce churn with existing consumers and supports its electricity sale and procurement activities. Further, management believes that the Group's brand strength will also enable it to diversify its service offering to both existing and new consumers in other service regions.

Experienced employees and management

In the existing labour market, where it is increasingly challenging to recruit qualified employees, the Group has a significant strength through experienced and loyal employees. As of the end of December 2025 the Group had 7,484 employees. Management has a track-record of working together with the trade unions to identify the best options for employees' motivation, which have historically included implementation of new salary grids, based on market benchmarks, and new performance management systems.

In addition, management has a proven track record in the operation and management of electricity distribution and supply, embarking and driving ambitious transformation programmes, aimed at achieving operational efficiency in both distribution and supply, but also at maximising customer satisfaction through the development of new products and offerings.

Strategy of the Group

Summary of the Group's business strategy

The Group's mid to long-term strategy is aligned with the Romanian State's Energy Strategy for 2025-2035, with an outlook for the year 2050, approved in December 2024. The key objectives under this strategy are Romania's energy security, low-carbon energy transition, energy efficiency, universal access to affordable energy, efficient energy markets and digitalisation and cybersecurity of the energy market as a whole.

The results of the Group's 2019-2023 strategy were the starting point for the assessments and debates necessary to develop its ambitions going forward. Therefore, the Group updated its strategy and its mid-term strategic goals in December 2024, for the period 2025-2030 (the "**2030 Strategy**"). The 2030 Strategy focuses on sustainably increasing profitability by developing energy production and storage capacities, diversifying customer services and the modernisation of the electricity distribution infrastructure. The goal of the 2030 Strategy is to streamline operations through operational optimisation and digitalisation, while sustainable development shall be supported by increasing the skill of employees and retaining such employees, as well as implementing best ESG practices. The ultimate aim of the 2030 Strategy is to generate long-term sustainable value for the Group and its stakeholders.

The 2030 Strategy underlines the Group's vision to be the leading company in Romania in customer preferences for integrated energy services, with complete solutions for supply, distribution, energy production and related services. Furthermore, the 2030 Strategy is closely linked to the Group's mission to supply, distribute and produce energy, focusing on excellence in infrastructure and services in order to meet the needs of its customers and of the communities in which it operates. As such, the 2030 Strategy complements the Group's aim of diversifying and innovating its range of services, developing energy production and storage capacities, and optimising operations with advanced digital technologies.

The Group's values which are prevalent throughout the 2030 Strategy are the following:

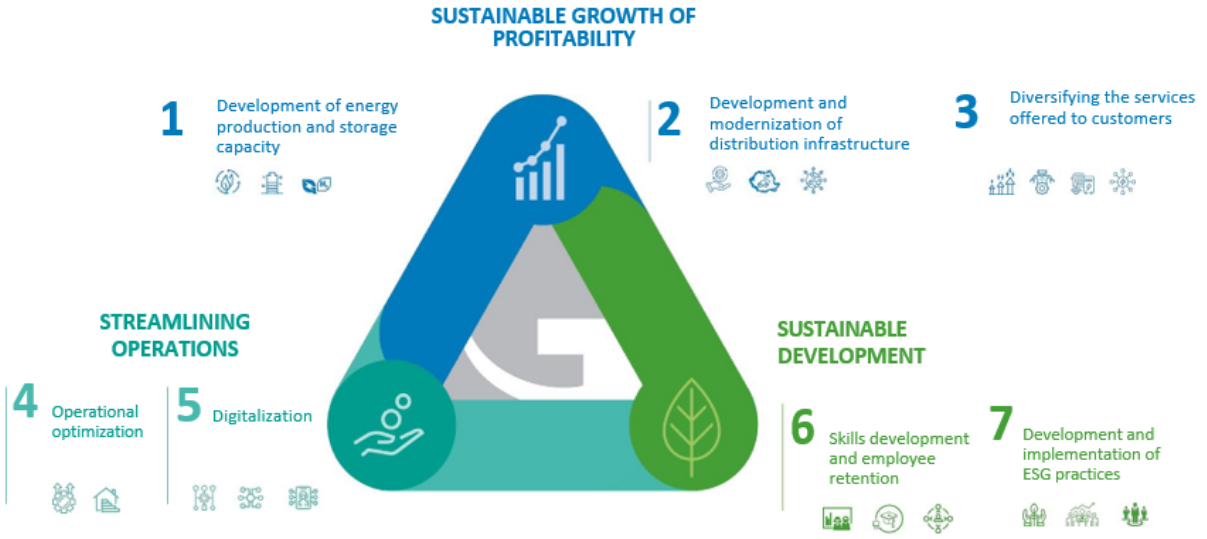
- *Confidence* – the Group is a reliable partner, now and in the future;
- *Competence* – the Group builds its business on skill and prides itself on the role of its work in society;
- *Safety* – the Group is dedicated and cares for the safety of its employees, collaborators and of the communities in which it operates; and
- *Sustainability* – the Group's solutions are long-term and friendly to the environment and to people.

Strategic goals

The 2030 Strategy identified the following three main pillars which defines the Group's mid-term ambitions and plans:

- sustainable growth of profitability;
- operational optimisation; and
- sustainable development.

The figure below shows the main objectives adjacent to each of the three pillars mentioned above:



Sustainable growth of profitability

The Group seeks to ensure the growth of its profitability in a sustainable manner. To achieve this goal, the following strategic objectives have been identified in the 2030 Strategy:

- *Development of energy production and storage capacities* – the Group aims to expand its energy production and storage capacities, focusing on renewable sources and innovative solutions. By the end of 2030, the Group's goal is to have an installed capacity from solar and wind sources of 1,000 MW and to develop storage capacities of 900 MWh in order to support the integration of renewable energy sources. The Group is also looking into innovative solutions and advanced technologies to streamline production or solutions for predictable in-belt production and advanced storage, including the use of hydrogen or other emerging technologies.

- *Development and modernisation of the distribution infrastructure* – the Group aims to further develop and modernise the electricity distribution infrastructure it operates, with a view to integrating renewable sources and grid optimisation. To achieve this strategic goal, the Group seeks to increase profitability by optimising operational costs and by strategic investments in infrastructure modernisation, which are to be achieved by: (i) successfully implementing DEER's investment plan worth at least RON 3.7 billion, as agreed with ANRE for the fifth regulatory period; (ii) reducing the costs associated with network losses; and (iii) implementing measures to optimise operational costs. By the end of 2030, the Group also seeks to have automated 100% of the transformer stations and 15% of the transformer substations in order to improve performance indicators, continuity and to reduce operational costs. Furthermore, one of the objectives identified in the 2030 Strategy is the increase in grid capacity to facilitate the integration of renewable energy. The aim is to expedite and implement its 10-year investment plan with specific capacity growth and optimisation to connect renewable energy producers in the electricity distribution network, while continuing its efforts to improve network performance indicators. The Group is also looking into the implementation of smart grid solutions for real-time monitoring and management of energy flows and grid refurbishments, with a goal of having a minimum of 70% of total assets refurbished by 2030.

- *Diversifying the services offered to customers* – the Group aims to introduce a wide range of services for both business-to-business ("**B2B**") and business-to-customer customers. Some of the new services explored by the Group include: (i) developing and promoting a complete package of energy audit services, energy

efficient solutions and financing for industrial and residential customers; (ii) the introduction and marketing of smart home products and services; (iii) the introduction of complementary services to the current activity, such as the installation and maintenance of renewable energy equipment, the development of advanced digital ecosystems for electric vehicle ("**EV**") charging infrastructure and energy storage systems, analytics and AI solutions, and internet of things products such as smart meters, sensors and controllers for the modernisation of utility networks. The Group is also evaluating opportunities for regional expansion as well as potential partnerships with other companies that can facilitate access to new markets and support the minimisation of operational risks, with the goal of entering at least one new market by 2030. Further goals to be achieved by the end of 2030 include the installation of 500 charging points for EVs with the view to covering the main transit routes in Romania, as well as increasing its market share in the energy supply market to 18-20% by expanding the B2B customer segment, developing value-added services, approaching the market with an efficient, digitised and competitive organisation, and increasing customer satisfaction.

Operational optimisation

To ensure long-term profitability and continuous value-added services to all of its customers, the Group aims to streamline its operations for an enhanced user experience, as well as reducing operational costs. To achieve this goal, the following strategic objectives have been identified in the 2030 Strategy:

- *Operational optimisation* – the Group seeks to reduce operational costs mainly by implementing a programme of operational optimisation and performance improvement by transforming operations in order to increase efficiency and also by implementing an integrated performance management system consisting of monitoring indicators, automating reporting and supporting continuous process improvement. Furthermore, the Group aims to develop an integrated customer feedback system and data analysis solution in order to identify and resolve recurring issues, with the goal of improving customer satisfaction scores. In addition, the implementation of advanced planning solutions, optimising activities, integrating predictive maintenance systems, and continuously improving performance indicators are aimed at increasing the efficiency of field teams.

- *Digitalisation* – the Group's goal is to have at least 80% of its processes streamlined and fully digitally integrated by 2030. In addition, the Group seeks to optimise its portfolio management by acquiring and implementing an Energy Trading & Risk Management system. To enhance user experience and satisfaction, the 2030 Strategy aims to digitise the user interface for improved response times and interaction efficiency. Identified solutions include implementing AI and chatbot technologies. This strategic goal also envisages the implementation of information systems for better management of the network and of available resources, which are to be achieved through: (i) the installation and use of advanced IT systems for predictive analytics of the main components of the critical infrastructure, facilitating the identification and remediation of problems and thus reducing maintenance costs and the frequency of network incidents, as well as the transition to predictive maintenance through digital systems for 100% of the critical assets for the electricity distribution activity; (ii) the integration of a workforce management system with a view to improving human resources, planning and monitoring of field team activities, reducing response times for interventions and increasing team productivity. One of the critical objectives is the strengthening of cybersecurity by implementing an integrated strategy to reduce cyber-attack risks, protect critical infrastructure and secure customer data. To achieve this objective, adoption of advanced technologies such as incident detection and response solutions, data encryption and continuous monitoring are of utmost importance.

Sustainable development

The 2030 Strategy showcases the Group's focus on and commitment to sustainable development. To achieve this goal, the following strategic objectives have been identified in the 2030 Strategy:

- *Skills development and employee retention* – the Group's 2030 Strategy cannot be fully implemented without a focus on the development and acceleration of the internal training and professional development programme for employees, with the aim of increasing their skills and abilities, which in turn would improve retention rates and increase the level of employee satisfaction. For this purpose, the Group seeks to develop programmes and partnerships with academia and industry associations in the energy sector in order to build and implement joint programmes for the development and retention of employees and the training of the next generation of energy workers. Furthermore, the Group seeks to promote research and the implementation of innovative and sustainable energy solutions. In addition, the 2030 Strategy identifies as a goal the cultural transformation of the Group, by realigning the organisational culture to the vision, mission and core values of the Group, in order to harmonise and promote common values and develop a sense of belonging.

- *Development and implementation of ESG practices* – the Group seeks to further develop and implement the highest standard of ESG practices. On the environmental segment, the Group aims to: (i) reduce the Group's carbon footprint by adopting efficient methods and technologies with low environmental impact; (ii) increase renewable energy production by 2030 to an installed capacity of 1,000 MW; (iii) develop a robust framework for monitoring and reporting greenhouse gas emissions, including Scope 1, 2 and 3 emissions; and (iv) protect biodiversity and the environment. As regards the social dimension, the 2030 Strategy identifies the following goals: (i) promoting a fair and inclusive work environment by implementing initiatives that support diversity and professional development of employees; (ii) developing a culture of risk prevention, based on a safe and healthy work environment; (iii) continue the implementation of community initiatives that support education, awareness on energy efficiency and local development. As regards the governance segment, the Group aims to: (i) ensure strong corporate governance through the continuous development of transparency and integrity best practices, including annual public reporting of ESG progress; (ii) continue to develop and implement a robust ethics and compliance programme, ensuring the training of employees and business partners on anti-corruption and anti-bribery policies; (iii) ensure an active collaboration with relevant institutions in the field to ensure alignment with the latest regulations and best practices.

ESG strategy

The Group acknowledges that it plays a crucial role in developing a sustainable energy future. By offering cutting-edge energy solutions and promoting sustainable initiatives, the Group aims to address environmental challenges and promote societal wellbeing. Therefore, its initiatives are designed to strengthen the Group's position in the energy market and consolidate its reputation as a forward-thinking, responsible, and community-focused organisation.

In line with its perceived role, the Group's vision is to make a significant contribution to the sustainable energy transition process for customers, the environment, and the communities in which it operates. The Group aims to be innovative, meet sustainability criteria, promote inclusion, and develop efficient governance systems. Furthermore, it intends to provide a clear understanding of its efforts to mitigate the impact generated by the Group's companies' actions and demonstrate the compatibility of its strategy and business model with the transition to a sustainable economy. Additionally, the Group has set targets to ensure both its long-term sustainable development and a significant contribution to achieving the UN Global Sustainable Development Goals.

The Group's sustainability strategy for 2025-2030 (the "**Sustainability Strategy**") was approved in December 2024 and represents its commitment to integrate sustainability and sustainable business practices across all companies within the Group, reflecting its dedication to meet future requirements. The Group, as a recognised leader in the

Romanian energy market, is committed to ensure the efficient and sustainable supply of electricity to millions of consumers. With a diversified portfolio that includes electricity distribution, electricity and gas supply, energy services, and production, the Group focuses its efforts on innovation, modernisation, and operational excellence.

The importance of its focus on sustainability may be summarised as follows:

- *Sustainable growth* – sustainability offers sustainable growth opportunities for the Group and can benefit customers, communities and other stakeholders through the efficient use of clean energy sources.
- *Shareholder value* – sustainability can deliver shareholder value by increasing profits, reducing costs and enhancing reputation.
- *Customer benefits* – sustainability can benefit customers by delivering better, cheaper and greener services and improving quality of life.
- *Investing in people* – sustainability and social responsibility essentially involve investing in the community and people and ensuring a safe and appropriate working environment for employees.

The Sustainability Strategy focuses on six main pillars, as follows:

- *Green energy and modern infrastructure for a sustainable future* – the Group is committed to promoting and implementing green energy solutions, thus contributing to a sustainable future. By investing in renewable energy sources, such as solar and wind energy, and adopting innovative technologies, the Group aims to reduce its environmental impact and support the transition to a low-carbon economy. The Group is also committed to developing and modernising the electricity distribution infrastructure to support the transition to renewable energy sources and improve operational performance. By increasing grid capacity, the Group aims to efficiently integrate renewable generation, ensuring a sustainable and resilient energy system.
- *Diversifying services and products to align with the green transition* – the Group aims to diversify and expand the range of services it offers to its customers, thereby contributing to a sustainable future and increasing customer satisfaction. By introducing new innovative services, products and solutions, the Group aims to respond to changing market needs and support the transition to a green economy.
- *Security, development and including for a just future* – the safety of its employees, contractors and the communities in which it operates is a priority for the Group. Therefore, the Group is committed to developing and accelerating its internal training and professional development programmes to ensure that its employees have the competencies and skills they need to excel in their jobs. Through strategic partnerships with academic and industry associations, the Group aims to create lifelong learning opportunities and promote innovation in the energy sector. Cultural change is essential for the Group to align its organisational culture with its vision, mission and core values. This process aims to enhance the skills and capabilities of the Group's employees, improve retention and increase employee satisfaction.
- *Social responsibility for sustainable community development* – the Group takes an active role in the sustainable development of communities through renewable energy projects, educational and awareness programmes on energy efficiency. The Group supports social initiatives through partnerships with non-governmental organisations and employee volunteer programmes and invests in innovation and research for sustainable energy solutions.
- *Digitalisation, innovation and operational optimisation* – all the companies in the Group are committed to optimising their operational processes and reducing their costs, while ensuring greater energy efficiency and improved digital interaction with customers. By implementing advanced technological solutions and digitising processes, the Group aims to create a modern and efficient infrastructure. The Group is committed

to improving operational efficiency and adopting innovative digital solutions in line with industry best practices. Through process optimisation and digitalisation, it aims to respond to changing customer needs and actively contribute to environmental protection, thus ensuring a green and sustainable future.

- *Sustainable, responsible and ethical business practices* - by promoting and adopting responsible and sustainable business practices, the Group can help protect the environment and have a positive impact on society. By implementing rigorous policies and procedures, the Group aims to ensure the long-term sustainability of its operations and meet the expectations of its stakeholders.

Strategic goal milestones

During 2025 and the first half of 2026, important milestones in implementing the Group's strategy and reaching the goals listed in the 2030 Strategy and the Sustainability Strategy have been achieved, some of which are mentioned below:

- *Green energy and modern infrastructure for a sustainable future*

  Electrica increased its operational solar generation by commissioning the Vulturu (12 MWp) and Satu Mare 2 (27 MWp) photovoltaic parks, which became operational in July and October 2025, respectively.

  In the first half of 2026, Electrica concluded competitive procedures and signed Engineering, Procurement and Construction ("**EPC**") contracts for the Bihor 1 (77.5 MWp) and Satu Mare 3 (62.5 MWp) photovoltaic projects. Both utility-scale assets are currently under construction.

  As part of the corporate strategy to reach 900 MWh of overall storage capacity by 2030, Electrica obtained the technical grid connection permits for 19 new electricity storage projects, a milestone that unlocks the development of an additional capacity totalling approximately 780 MWh to help balance grid volatility and integrate renewable generation. Further reinforcing this storage rollout, Electrica secured non-reimbursable European funding through the Modernisation Fund to support the Vulturu BESS project (22 MWh) in Vrancea county, a capital grant dedicated to financing the construction of the battery storage capacity alongside its necessary transformer substations, internal electrical networks and related infrastructure.

  Electrica also expanded its strategic partnerships for greenfield development by signing Memorandums of Understanding with key industrial players, including agreements with Romgaz and Liberty Galati to jointly develop up to 400 MW and 500 MW, respectively, of greenfield renewable generation and storage capacities.

  In alignment with its portfolio diversification strategy, Electrica progressed its wind energy capacities by advancing the development of the Crucea East onshore wind project, designed for an installed capacity of 121 MW, which is currently moving through the competitive selection procedure phase to add significant wind generation potential to the Issuer's green pipeline.

  In order to align with sustainability requirements and best practices, at the end of 2025, Electrica completed a comprehensive climate-risk assessment covering multiple time horizons: 2030, 2050 and 2100 using two official IPCC scenarios (SSP2-4.5, moderate emissions, and SSP5-8.5, high emissions). This analysis integrates both acute and chronic physical risks, as well as transition risks, ensuring a consistent and forward-looking view of potential impacts on operations, assets, suppliers and customers at Group level.

- *Diversifying services and products to align with the green transition*

  Electrica actively supports consumer and prosumer engagement through an established multi-channel customer service ecosystem. This infrastructure includes live chat support on the official website for real-time query resolution, an online contact form managed by the requests and complaints management service

to ensure timely legal responses, mobile application features for direct feedback and assistance, physical customer service centres and an independently operated whistleblowing platform ensuring transparent governance across all subsidiaries.

- *Security, development and inclusion for a just future*

  Dedicated to cultivating a safe, secure and inclusive work environment, Electrica continuously advances its workforce through an annual occupational health and safety framework managed via digital training platforms, regular worker consultation surveys and proactive safety awareness campaigns.

  To build technical skills and ensure generational knowledge transfer, Electrica combines dual education initiatives and academic partnerships with a comprehensive learning framework. Employee progression is systematically supported through formal onboarding procedures for new hires, structured annual performance evaluations that directly capture individual training needs and transparent career advancement pathways that recognise professional growth.

  This focus on human capital is underpinned by a collaborative workplace environment where 97% of the workforce is unionised, guaranteeing structured social dialogue and comprehensive labour rights protection across all operating subsidiaries.

  In alignment with European directives, Electrica adopted a formal Diversity, Equality and Inclusion Policy in October 2025, defining its commitments to equity and balance across both administrative and executive management structures.

- *Social responsibility for sustainable community development*

  In 2025, the Electrica Foundation launched the first stage of the "Children's Energy, the Light of the Future" project, through which 800 children from households affected by energy poverty received solar lamps. For these families, access to light means more than comfort; it represents an opportunity for education.

  Furthermore, the first edition of the "Energy for Romania" event, held at the Filaret Plant, the site of the first power station in Bucharest, brought together representatives from the authorities, the energy sector, the capital markets and the academic environment to raise awareness regarding the importance of the energy industry within the national and European landscapes, and to build impactful partnerships for the Romanian economy.

  In 2026, Electrica further expanded its community impact by supporting technical heritage preservation, launching targeted energy-assistance programmes for vulnerable social groups and implementing interactive educational campaigns focused on sustainability and renewable energy for thousands of young students.

- *Digitalisation, innovation and operational optimisation*

  To further support innovation, the Group has strengthened its Innovation and Emerging Technologies Laboratory, focusing on the exploration and pilot implementation of cutting-edge solutions such as AI-powered analytics, machine learning models and smart automation tools. These initiatives aim to drive innovation at scale, boosting competitiveness and positioning the organisation as a tech-forward leader in its industry. Thus, within the Innovation and Emerging Technologies Laboratory, testing of medium-scale AI models for specific solutions began, based on its own AI system.

  Given the increasing complexity of digital ecosystems and the rising number of cyber threats, the Group has also prioritised cybersecurity resilience. Investments have been made in next-generation security platforms, along with the launch of comprehensive training and awareness programmes to foster a strong

culture of cybersecurity across the organisation. The introduction of modern, simpler, more efficient and more secure workspace technologies has begun, simultaneously supporting engagements in the development of specific business processes with advanced artificial intelligence solutions, including personalised data sources.

- *Sustainable, responsible and ethical business practices*

  In July 2025, Electrica issued its inaugural EUR 500 million green bond, maturing in 2030, to finance eligible green projects. The offering was more than 11.5 times oversubscribed and attracted 155 institutional investors from 31 countries.

  Alongside its sustainable financing efforts, the Group took practical steps to strengthen its ethical governance. Electrica adopted a Human Rights Policy and published a Modern Slavery Statement, both available on its website. These documents set standards for ethical business conduct, labour rights protection and supply chain transparency across all operations.

Acquisition programme

On 27 November 2025, the extraordinary general meeting of shareholders of the Issuer approved, in principle, the initiation of the necessary procedures to obtain financing for acquisitions of companies, business lines or individual assets within the Group's fields of activity up to an aggregate limit of EUR 1 billion (or RON equivalent) for the period 2025 to 2027 in order to expand the Group's businesses in Romania, the region and the EU. The Issuer and the Group might pursue acquisitions of businesses or assets that complement their existing activities, offer strategic or operational advantages, or provide access to new markets or technologies.

Commissioning plan

Electrica’s approved commissioning plan for DEER for the five year period from 2025 to 2029 amounts to over RON 3.7 billion, as approved by ANRE Order 97/2024. The main investments of the Group were focused in 2025 on improving the quality of the distribution service, as well as on increasing energy and operational efficiency. The investments at the Group level have been prioritised considering, in particular, the degree of wear of the assets of the distribution companies, with a focus on the improvement of the quality of the distribution service and the safety in operations, as well as the increase in efficiency.

The Group will continue to modernise and to develop the smart distribution network by installing intelligent network infrastructure systems, such as SCADA, SAD and energy measurement systems, in order to improve the operational efficiency and the energetic efficiency, to reduce the network losses and to improve the network flexibility, the distribution service quality and the continuity and reliability of the network.

Within the implementation of the investment programme, the compliance with the Group's strategy is ensured, with a focus on the following criteria:

- tracking the inclusion of regulated investments in the RAB;
- non-regulated investments of the Group must provide an internal rate of return higher than weighted average cost of capital; and
- the proposed investment programme must follow the Group's financial strategy of maintaining a solid capital structure.

Thus, a priority are those categories of capital expenditures contributing to the development of a profitable and sustainable energy distribution activity and to the creation of access conditions to the electricity distribution network for energy consumers and producers, in line with market requirements, based in particular on:

- automation of the electricity distribution network through integration in, among others, SCADA, SAD and DMS;
- modernising the equipment within the transformer stations and the medium voltage network;
- introducing equipment with reduced technological losses, higher operating efficiencies and environmentally friendly;
- modernising the medium and low voltage distribution network and connections; and
- expanding the modern energy measurement and transmission of power consumption systems.

At the same time, the Group is considering investments in the upgrade of IT infrastructure and information technology systems, taking into account both the legal requirements regarding data protection and the positive effect on the quality of the provided services.

Investment plans approved by ANRE

As the electricity distribution activity conducted by DEER is almost fully regulated, investment plans for the distribution business must be approved by ANRE in advance. For the five year period running from 2025 to 2029, ANRE has approved an investment plan in aggregate of RON 3.7 billion for DEER.

The table below shows the approved investment plan approved by ANRE (real terms) for the 2025 to 2029 period:

	Commissioning programme approved by ANRE for the 5th period (2025 – 2029)					
	(RON, millions)					
Entity	**2025**	**2026**	**2027**	**2028**	**2029**	**2025-2029**
DEER.....	706	727	747	754	768	3,702

In addition to the investment plan approved by ANRE, part of the Group's investment programme is co-financed through European and national funding schemes. DEER is implementing 20 projects – 18 projects under the Modernisation Fund and 2 projects under the Sustainable Development Programme – with a total value of RON 3.683 billion (including VAT), of which RON 2.249 billion represents the non-reimbursable (grant) financed value.

On 19 October 2026, the Board of Directors endorsed and submitted for the approval of the extraordinary general meeting of shareholders of the Issuer to be held on 10 December 2026 the partial financing and/or refinancing of the 2027-2030 investment plan for the current regulatory period through contracting a EUR 355 million loan from EIB.

Organisational structure

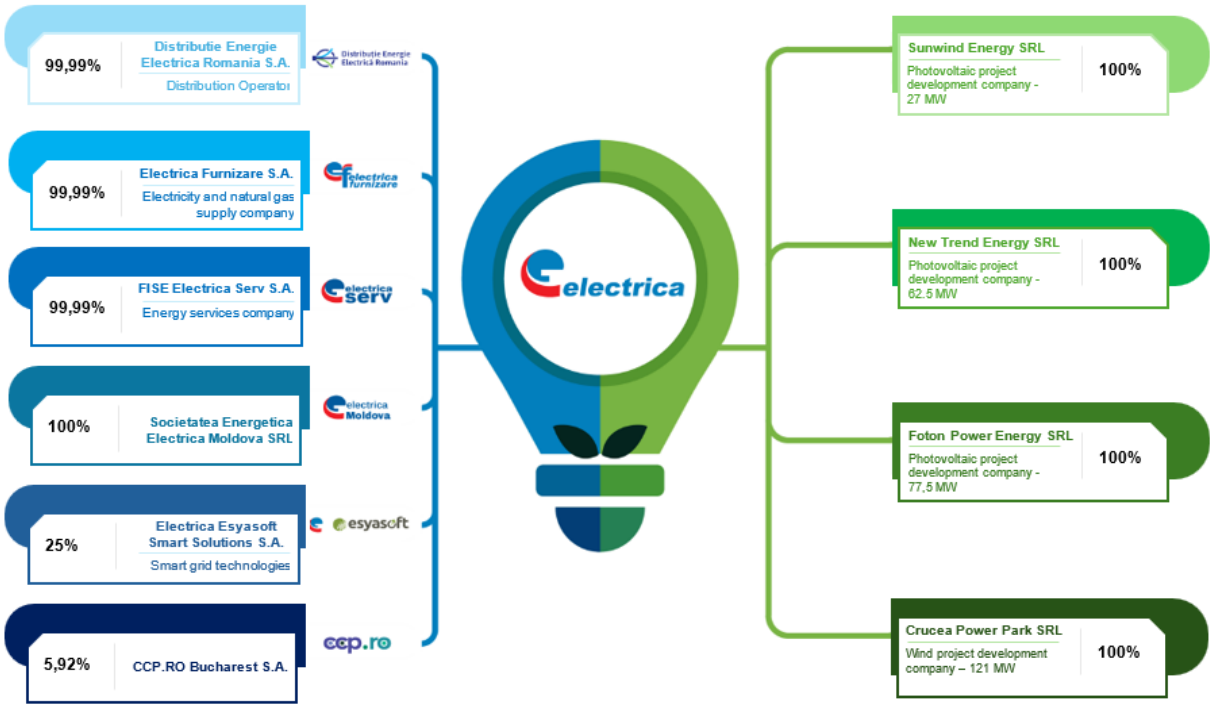
The Group

The description of the Group and the Issuer's position within the Group can be found under the headings "*Description of the Issuer and of the Group*", "*Dependence on other entities within the Group*" and "*Organisational structure*" of this Base Prospectus.

Dependence on other entities within the Group

The Group is composed of the Issuer and its eight subsidiaries. The Issuer is the ultimate parent company of the Group and therefore the Issuer is dependent on the performance of its direct subsidiaries. Following various mergers with some of its subsidiaries, the Issuer also directly operates and develops renewable energy production capacities.

The simplified group structure of the Issuer and its subsidiaries, as of 30 June 2026, is as follows:



Distributie Energie Electrica Romania S.A. (DEER)

DEER resulted from the merger through absorption of the three former distribution subsidiaries of the Issuer, Societatea de Distributie a Energiei Electrice Muntenia Nord, Societatea de Distributie a Energiei Electrice Transilvania Sud and Societatea de Distributie a Energiei Electrice Transilvania Nord (being the absorbing company) in December 2020. DEER is the sole electricity distribution operator in the Northern Transilvania area (Cluj, Maramures, Satu Mare, Salaj, Bihor and Bistrita Nasaud counties), Southern Transilvania area (Brasov, Alba, Sibiu, Mures, Harghita and Covasna counties) and Northern Muntenia area (Prahova, Buzau, Dambovita, Braila, Galati and Vrancea counties), ensuring the service of network users by operating installations that work at 0.4 kV to 110 kV (power lines, substations and transformation stations). DEER holds exclusive distribution licences for the aforementioned regions, which have a validity period until 2027, with the possibility of extension for a period of 25 years. As at December 2025, DEER operated a distribution network of 205,819 km, covering an area of 97,196 km^2 (approximately 40.8% of Romania's territory). During the same period, DEER distributed 18.03 TWh of electricity to approximately 4 million users. Based on the ANRE report for 2025 (latest available), DEER had a market share for the distribution of electricity to final users of 39.9% in 2025. As at 30 June 2026, DEER operated a distribution network of 206,383 km, covering an area of 97,196 km^2 (approximately 40.8% of Romania's territory) and distributed 8.91 TWh of electricity in the first half of 2026.

Electrica Furnizare S.A. (EFSA)

EFSA is a company whose main activity is the supply of electricity to final consumers. EFSA holds an electricity supply licence that covers the entire territory of Romania, which was renewed in 2021 for a period of 10 years. In view of the expansion of the economic activities of EFSA in Hungary, an electricity trading licence was granted by the Hungarian Energy and Public Utilities Regulatory Authority for EFSA. Also, EFSA holds a natural gas supply licence valid until 2032. EFSA operates on the following segments of the supply market: the competitive market; the universal service segment; and the supplier of last resort segment. In 2025, EFSA had a total market share of 14.71% (3rd ranked), a market share of 10.8% on the competitive market (3rd ranked) and a market share of 25.91% (3rd ranked) on the SoLR market (*Source: ANRE January – December 2025 Electricity Market Monitoring Reports*).

EFSA is also the market leader by number of consumption sites (approximately 3.3 million at the end of 2025) (*Source: Company data*), having supplied volumes of 7.3 TWh to retail customers in 2025 and 3.4 TWh in the first half of 2026. According to the latest available electricity market monitoring reports from ANRE (from January to July 2026), EFSA had a total market share of 13.91% (3rd rank), a market share of 10.72% (3rd rank) of the competitive market and a market share of 24.34% (3rd rank) on the SoLR market.

Electrica Serv S.A. (SERV)

Following the merger between SERV and Servicii Energetice Muntenia in 2020, the Group's energy services have been operating under SERV. SERV provides repair services and other related services to third parties and various services to the companies in the Group (car rental, building rental, etc.).

Sunwind Energy S.R.L. (SWE)

SWE is developing the photovoltaic project "Satu Mare 2" with a designed installed capacity of 27 MWp, located near Satu Mare and became a subsidiary of the Issuer on 21 March 2022 as a result of the Issuer acquiring 60% of its shares. On 24 March 2023, the Issuer bought the remaining shares up to 100%. The Satu Mare 2 project is complete and operational. A financing agreement has been signed within the framework of Romania's National Recovery and Resilience Plan.

New Trend Energy S.R.L. (NTE)

NTE develops the photovoltaic project "Satu Mare 3", with a designed capacity of 62.5 MWp, located near Satu Mare and became a subsidiary of the Issuer on 27 May 2022 as a result of the Issuer acquiring 60% of its shares. On 12 July 2024, the Issuer bought the remaining shares up to 100%. Construction works have commenced.

Foton Power Energy S.R.L. (FPE)

FPE develops the photovoltaic project "Bihor 1", with a designed installed capacity of 77.5 MWp and a storage capacity (behind-the-meter storage) of 17 MWh located near Oradea city and became a part of the Group on 31 July 2023 as a result of the Issuer acquiring 60% of its shares. On 12 September 2024, the Issuer bought the remaining shares up to 100%. Construction works have commenced.

Crucea Power Park S.R.L (CPP)

CPP develops the wind project "Crucea Est", with a designed installed capacity of 121 MW (up to 138 MW, depending on turbine type) and a projected electricity storage capacity of 60 MWh, located outside the Crucea commune, Constanta county and became a subsidiary of the Issuer on 15 October 2024 as a result of the Issuer acquiring 60% of its shares. On 7 February 2025, the Issuer bought the remaining shares up to 100%. The competitive selection procedure for the turbine supplier has been commenced for this project.

Societatea Energetica Electrica Moldova SRL (SEEM)

SEEM became a direct subsidiary of the Issuer on 6 May 2026, following the signing of a sale-purchase agreement between EFSA and the Issuer. Under this agreement, the Issuer acquired the 100% equity stake held by EFSA in SEEM (formerly known as Electrica Furnizare Grup SRL – Chisinau). SEEM is a subsidiary aimed at expanding the Group's footprint in the Republic of Moldova. Currently in its initial development phase and focusing on market prospecting, SEEM's intended scope of activity encompasses both energy production and electricity supply.

Insurances

The Issuer has concluded an umbrella Directors and Officers ("**D&O**") policy for the members of the Board of Directors, the CEO and the Executive Management of the Issuer, EFSA, SERV, SEEM, SWE, NTE, FPE and CPP.

For subsidiaries in the renewable electricity generation segment, the D&O policy includes coverage for employees of the Issuer who serve as members of the Board of Directors of these subsidiaries.

The indemnity limit is EUR 10 million per event per person for each of the Issuer and the aforementioned subsidiaries. The insurance policy is valid for 12 months, from 8 October 2026 until 7 October 2027.

DEER also has a D&O policy in place for its directors, the CEO and the Executive Management. In addition, the Group holds business insurance policies for its vehicles and buildings, with the scope of such coverage being as mandated by law.

For a description of the risks associated with the Group's insurance, see "*Risk Factors—The Group's level of insurance may not cover all potential losses, liabilities and damages in connection with its activity, with some risks being uninsured or uninsurable*".

Intellectual Property

Management believes that the Group's material intellectual property is its brand name. The Company is the registered owner of two nationally registered trademarks, "ELECTRICA S.A." (no. 053512) and "SURSA TA DE ENERGIE" (no. 053515) for transmission and distribution of electricity as well as other nationally registered trademarks: "NOI DIRIJAM ENERGIA" (no. 141127), "AUTOSTRADA VERDE" (no. 147480), "TROFEUL ELECTRICIANULUI" (no. 157917), "#EnergiePentruRomânia" (no. 204006), and Energy Intelligence Hub (EIH) (no. 216123). The registered trademark "ELECTRICA SERV" (no. 113044) is owned by SERV, and the registered trademarks "De peste 120 de ani, în priză" (no.153207), "De peste 120 de ani. Împreună. Pentru ceea ce contează" (no. 159889), "Împreună. De peste 120 de ani. Pentru ceea ce contează" (no. 159889), "Energie Plus" (no. 167473), "Electrica 3 în 1" (no. 168098). " ELECTRICA GAZ 3IN1" (no. 174979), "ELECTRICA 3IN1" (no. 174981), "ELECTRICA 4IN1" (no. 174982), "ef electrica furnizare s.a. Împreună. De peste 120 de ani. Pentru ceea ce conteză." (no. 192474), "ef electrica furnizare s.a." (no. 192473), " are owned by EFSA. EFSA's trademark ELECTRICA VERDE PROTECT has been admitted for registration. The Group operates fourteen ".ro" domain names. The registered trademark "DEER DISTRIBUŢIE ENERGIE ELECTRICĂ ROMANIA" (no. 179448), "FORUMUL DE SECURITATE CIBERNETICĂ ÎN ENERGIE" (deposit no. M 2024 07945) are owned by DEER. Also, the trademark "Energia copiilor, lumina viitorului!" (no. 203942) is owned by Electrica Foundation. The Group's management does not consider the Group's business to be materially dependent on any patents, designs or other copyright.

As a result of public relations and communication efforts, the Issuer is currently the twelfth most valuable Romanian Brand (*Source: According to Brand Finance Romania 2026*). According to the ranking, the market value of the brand is estimated at EUR 165 million.

Information Technology

The Group has a large IT infrastructure and relies upon its IT systems to support and monitor its businesses. Each of the Group's subsidiaries have been responsible for the implementation of their own IT/OT systems and infrastructure, in accordance with the specific field (electricity distribution, electricity and gas supply and energy-related services) in which it operates and its own needs.

In accordance with the objectives and directions established by the digitalisation strategy, the Group proposes to implement Central Finance SAP. This system brings benefits such as reducing financial data consolidation time by 40%, increasing reporting accuracy by 30% and optimising accounting processes by automating repetitive tasks. Central Finance SAP integrates financial data from various ERP and accounting systems, providing a consolidated picture of the financial situation. Standardisation and automation of financial processes will reduce redundancy and complexity, facilitating better resource management and faster financial reporting

At Group level, Electrica has been pursuing a progressive consolidation and standardisation of its IT landscape, in line with its digitalisation strategy. Key initiatives include the harmonisation of enterprise resource planning and financial systems across subsidiaries, the migration of collaboration, productivity and file-storage platforms to cloud-based environments, and the gradual centralisation of IT governance, procurement and support functions. The Group's supply segment relies on dedicated billing and customer relationship management systems, while the distribution segment operates SCADA and dispatch systems, distribution management systems and an expanding smart metering infrastructure.

IT and cybersecurity governance has been strengthened in response to the requirements of NIS2, as transposed into Romanian law: the Group's risk management procedures have been updated to integrate NIS2 requirements and the Audit and Risk Committee has been designated as the body responsible for monitoring IT, AI and cybersecurity risks. The Group operates layered security controls across its IT and OT environments, including multi-factor authentication, endpoint detection and response, centralised security monitoring, privileged access management and network segmentation, supported by regular employee awareness training and periodic testing.

For a description of cybersecurity risks, see "*Risk Factors — The Issuer and the Group face cyber risk in the routine conduct of their operations*".

For a description of the risks associated with the Group's IT systems, see "*Risk Factors—The Group's IT systems outage may adversely affect the business*".

Legal Proceedings

As at 30 June 2026, the Group is involved in approximately 7,900 proceedings (out of which approximately 110 concern the Issuer, approximately 1,200 concern DEER, approximately 6,400 concern EFSA and approximately 130 concern SERV), both as plaintiff and as defendant. The aggregate maximum potential recovery amount for the Group from the proceedings where it is the plaintiff is approximately RON 990 million. However, there is no guarantee that the full amount or a significant portion of it will be recovered during the proceedings. The aggregate liability in the proceedings in which the Group is the defendant is approximately RON 1,650 million and EUR 3.8 million.

The Group has allocated approximately RON 25.4 million for certain legal proceedings as of 30 June 2026.

Dispute with Romcab S.A.

Romcab S.A., a company undergoing insolvency and currently in the judicial reorganisation stage, initiated legal proceedings against SPEEH Hidroelectrica S.A. as the initial defendant. DEER, a subsidiary of the Issuer, was introduced as a defendant in the case.

The litigation is based on tort civil liability for the alleged non-compliance with the performance indicators of the electricity distribution service.

Romcab S.A. is seeking damages totalling approximately RON 1.5 billion (EUR 300 million), allegedly representing the equivalent value of the damage incurred by Romcab due to the repeated interruptions of the supply/distribution of electricity at performance indicators that contravene the standard for the electricity distribution service approved by ANRE.

The case is currently pending. On 4 February 2026 the court rejected all the exceptions alleged by the defendants and suspended the trial of the case until the final resolution of a separate case (case no. 50/1371/2017/a227) pending before the Mures Specialized Court.

Disputes with ANRE

As of the date of this Base Prospectus, the Group is involved in several ongoing court proceedings as plaintiff against ANRE for the annulment of Orders issued by ANRE in the energy sector, which individually and in aggregate are not material.

Disputes with other authorities

At the date of this Base Prospectus, the Group is involved in a number of administrative litigation proceedings with various public authorities. In particular, EFSA has filed various litigations against the Ministry of Energy, the Labour Ministry, National Agency for Social Payments and Inspection and ANRE to force the defendants to repair the damage resulting from the delayed settlement of the claims submitted by EFSA to the defendant entities, damage in estimated amount of RON 139 million.

In addition, EFSA has filed a claim against the Romanian Government and the Romanian State, through the Ministry of Finance seeking the referral to the Constitutional Court of certain provisions of a government emergency ordinance and, if such provisions are declared unconstitutional, damages of approximately RON 687 million in respect of losses allegedly suffered by EFSA as a result of the application of such provisions.

BOARD AND MANAGEMENT

Board of Directors

The Issuer is a joint-stock company having a management structure organised in a one-tier system.

The Board of Directors of the Issuer (the "**Board**"), a one-tier management board, is composed of seven (7) non-executive members, four of which are independent within the meaning of the Companies Law and of the Articles of Association. The members of the Board are appointed and revoked by the ordinary general meeting of the shareholders of the Issuer ("**OGMS**"). The Board elects one of its members as its chair. The members of the Board can be appointed for a term that cannot exceed four (4) years. The Boards' remuneration system is determined by the "Remuneration Policy for the Directors and Executive Managers" at the Issuer's level.

The role and main responsibilities of the Board are detailed in applicable laws and regulations, the Articles of Association then in force, and the Charter of the Board of Directors.

Current Composition of the Board

At the date of this Base Prospectus, the Board is composed of the directors mentioned below:

Name	Expiry date of the current mandate	Position	Starting date of current mandate
Mr. Mihai Diaconu[1]	26 January 2028	Chair and Non-executive Director	5 February 2025
Mr. Marian Cristian Mocanu	26 January 2028	Independent Non-executive Director	26 January 2024
Ms. Georgiana Cicâldău (formerly Bogasievici)	26 January 2028	Non-executive Director	26 January 2024
Mr. Adrian-Florin Lotrean	26 January 2028	Independent Non-executive Director	26 January 2024
Mr. Dragos-Valentin Neacsu	26 January 2028	Independent Non-executive Director	26 January 2024
Mr. Ion-Cosmin Petrescu	26 January 2028	Non-executive Director	26 January 2024
Ms. Loredana Norica Chitu	26 January 2028	Independent Non-executive Director	29 April 2026

[1] Mr. Diaconu was appointed interim member of the Board on 21 October 2024, subsequently elected by the OGMS on 5 February 2025, with a mandate until 26 January 2028. He was elected as Chair of the Board on 29 October 2024.

The business address of the directors is at the Issuer's registered office, which is the main place of business: 9 Grigore Alexandrescu Street, 1st District, Bucharest, Romania.

Biographical Details of the Directors

Mr. Mihai Diaconu

Mr. Mihai Diaconu has been a non-executive director of the Issuer since 21 October 2024 and the Chair of the Board since 29 October 2024. He is also a member of the Strategy and Corporate Governance Committee and of the Audit and Risk Committee.

Born in 1984, Mr. Diaconu has almost 15 years of experience in the field of central public administration, holding several public management positions, namely Deputy Director General, Deputy Secretary General and Secretary General in the Ministry of Finance.

Since February 2022, Mr. Diaconu has held the position of Secretary of State in the Ministry of Finance. In this capacity, he coordinated the activity of drafting and approving draft normative acts in the field of competence of the Ministry of Finance, the process of drafting/implementing the strategy in the field of information and communications technology for improving services in the field of public finance, as well as the activity regarding state aid schemes implemented by the Ministry of Finance.

Currently, Mr. Diaconu coordinates the activity regarding the management of Romania's international arbitration and judicial files, the activity regarding the analysis/approval of the revenue and expenditure budgets of public enterprises in the central administration and the monitoring of their economic and financial indicators, as well as the activity of updating the centralised inventory of state public and private assets. His professional activity within the Ministry of Finance began in 2014 when he was hired as a personal advisor at the office of the Minister of Public Finance and was later appointed Deputy Secretary General.

In terms of administrative management, Mr. Diaconu served as a member of the Boards of Directors of "Telecomunicatii C.F.R." S.A from February to June 2021 and April to September 2022 and as a member of the Board of the National Credit Guarantee Fund for Small and Medium Sized Enterprises from June 2018 to December 2019.

Since April 2022, Mr. Diaconu has served as a member of the Interministerial Committee for Finance, Guarantees and Insurance.

Mr. Diaconu graduated from the Faculty of Administration and Business at the University of Bucharest, where he also obtained a master's degree in public administration management. He has also completed training and professional development programs organised by the National Institute of Administration and the Romanian Diplomatic Institute.

Mr. Dragos-Valentin Neacsu

Mr. Dragos-Valentin Neacsu has been a non-executive independent director of the Issuer since April 2021 and is the Chair of the Audit and Risk Committee, and a member of the Climate Governance and Public Affairs Committee.

Born in 1965, Mr. Dragos Neacsu has extensive professional experience in the field of investment management and financial markets, both in national and international organisations.

Upon the recommendation of the Board of Directors of the Association of Independent Directors of Romania, Mr. Neacsu is part of the team of sustainability champions, organised by the European Confederation of Directors. In this capacity, he supports the views of the independent directors community in the European Commission consultations on the Omnibus package, which aims to simplify existing European regulations and reduce reporting requirements, and the administrative burden associated with the implementation of the EU Taxonomy, the Corporate Sustainability Reporting Directive and the Corporate Sustainability Due Diligence Directive.

In parallel, Mr. Neacsu is the CEO of the GS1 Romania Association, part of an international network that brings together 118 national non-profit associations, with over 50 years of activity in the development and promotion of coding, serialisation and traceability standards in business communication.

Between February 2020 and February 2024, Mr. Neacsu held the positions of independent member of the Board of Directors of the Bucharest Stock Exchange S.A., member of the Audit Committee and president of the Exchange's Appeals Committee.

Until October 2019, Mr. Neacsu held the position of Executive General Director and President of the Directorate of SAI Erste Asset Management SA, having previously served as a Director of Financial Services of Deloitte

Consultanta SRL. From February to September 2005, he served as Minister Secretary of State, head of the State Treasury within the Ministry of Public Finance. Prior to this, from July 1998 to February 2005, Mr. Neacsu served as President and General Director of SSIF Raiffeisen Capital & Investment S.A.

Other relevant positions held by Mr. Neacsu include serving as a Member of the Board of Governors EFAMA (European Fund and Asset Management Association) from between 2013 to 2016, as Romania's representative in multilateral financial institutions including the Council of Europe Bank (BDCE) and the Black Sea Trade and Development Bank (BSTDB). From 2008 to 2016, he first served as a Vice-president and subsequently as President of the Romanian Association of Asset Managers (AAF). He was also a founding member and first Vice President of the Board of Romanian Association for Privately Managed Pension Funds (APAPR) in 2004.

Mr. Neacsu served as an independent non-executive member of the Supervisory Board of BCR Pensii, Private Pension Fund Management Company S.A. from 2009 to 2019 and as the Non-executive member of CEC Bank S.A Board from 2005 to 2006. He was a Member of the Stock Exchange Council from 2001 to 2004, a member of the first Board of Directors following demutualisation in 2005, and again served as a Board member from 2021 to 2024.

In addition, Mr. Neacsu has served as an independent non-executive member of the C.A. FINS I.F.N S.A since 2018. He was a member of the Board of Directors of the Romanian Business Leaders Foundation from 2017 to 2023, a member of the Board of the "Merito" project since 2017 and an Independent non-executive member of the C.A. FINS I.F.N S.A since 2018-present.

Mr. Neacsu was part of the first generation (from 1994 to 1995) of the Romanian-Canadian MBA program established through cooperation between the Canadian universities UQAM and McGill together with the Academy of Economic Studies in Bucharest. He also graduated with a BA in Civil Engineering from the Bucharest Construction Institute (now the Technical University) in 1989.

Mr. Neacsu has been an independent non-executive member of the Board since 28 April 2021. He was appointed as a member of the Audit and Risk Committee on 6 May 2021, a position he held until 31 July 2023, on 16 May 2023, he was elected a member of the Strategy and Corporate Governance Committee and on 27 January 2023, he was appointed as Chair of the Climate Governance and Public Affairs Committee. He also served as Vice-Chair of the Board from 12 February 2024 to 29 January 2025.

Mr. Neacsu was re-elected by Electrica's OGMS from 26 January 2024.

Mr. Adrian-Florin Lotrean

Mr. Adrian-Florin Lotrean has served as a non-executive independent director of the Issuer since 28 April 2021. He currently serves as Chair of the Nomination and Remuneration Committee and a member of the Audit and Risk Committee. He also was the Vice-Chair of the Board between 12 February 2024 and 29 January 2025.

Born in 1980, Mr. Lotrean currently holds the position of Coordinating Associate of Infinexa Restructuring SPRL and has extensive professional experience in insolvency and restructuring. In his capacity as an insolvency practitioner, he has coordinated complex restructuring projects involving companies engaged in cogeneration of heat and electricity, for clients such as CET ARAD SA and Electrocentrale Constanta S.A. He has also acted as a consultant to the judicial administrator of Electrocentrale Bucuresti S.A. and coordinated the restructuring procedure of Hidroserv S.A.

In terms of corporate management, Mr. Lotrean had a significant impact as Chair of the Board of Directors of Compania Municipale Termoenergetica Bucuresti SA from May 2021 to November 2023, during which the foundations were laid for the resumption of investments in the heating network in Bucharest. Previously, he served as a member of the Board of Directors of Electroplast SA Bistrita from September 2019 to December 2020. From

November 2007 to February 2010, he worked as an insolvency practitioner at Casa de Insolventa Transilvania S.P.R.L where he participated in the management of projects regarding over fifty (50) commercial companies.

From January 2003 to November 2007, Mr. Lotrean held the position of Financial Consultant within SC Depofarm SLR, where he provided consultancy in connection with projects financed by European funds, the elaboration of feasibility studies, business plans and financial-fiscal consultancy. Prior to this, from November 2001 to December 2002, he served as a specialised inspector within the Fiscal Control Department of the General Directorate of Public Finance Satu Mare.

Mr. Lotrean was re-elected by Electrica's OGMS from 26 January 2024.

Mr. Ion-Cosmin Petrescu

Mr. Ion-Cosmin Petrescu has been a non-executive member of the Board since April 2021 and is a member of the Nomination and Remuneration Committee and a member of the Strategy and Corporate Governance Committee.

Born in 1978, Mr. Petrescu holds extensive professional experience in business development, sales and management. Mr. Petrescu currently holds a position at the National Credit Guarantee Fund for Small and Medium-Sized Enterprises, where he leads the IT, State Aid and Reporting Divisions. Mr. Petrescu is also the President of the working groups dedicated to the program IMMINVEST ROMANIA and to relations with EBRD.

From 2001 onwards, Mr. Petrescu held various positions within companies acting in the oil and gas sector where he developed experience in business process optimisation, including Lean Management.

Mr. Petrescu has been a non-executive member of the Board of the Issuer since 28 April 2021. He was appointed as a member of the Nomination and Remuneration Committee on 6 May 2021 and as a member of the Strategy and Corporate Governance Committee on 14 May 2025. Mr. Petrescu was re-elected by Electrica's OGMS on 26 January 2024.

Mr. Marian Cristian Mocanu

Mr. Marian Cristian Mocanu has been a non-executive director since 26 January 2024 and is the Chair of the Strategy and Corporate Governance Committee and member of the Nomination and Remuneration Committee.

Born in 1983, Mr. Mocanu has more than 17 years of experience as a business lawyer, having been involved in both consultancy activities and in dispute resolutions, insolvency, restructuring, corporate law and complex investigations. He has advised and represented both local and international clients across a range of sectors, including real estate, energy, banking, automotive, IT&C, industrial production and consumer goods.

Since 2020, Mr. Mocanu has acted as an insolvency practitioner, managing several insolvency cases with a focus on maximising debt recovery.

Mr. Mocanu was elected as a non-executive independent director, member of the Board, by Electrica's OGMS as of 26 January 2024.

Ms. Georgiana Cicâldău (formerly Bogasievici)

Ms. Georgiana Cicâldău has been a non-executive director since 26 January 2024 and is the Chair of the Climate Governance and Public Affairs Committee.

Born in 1991, Ms. Cicâldău is a legal professional with experience in the field of law and public administration, having held a range of roles across both public and private sector organisations. Her professional experience includes

environmental management and public procurement, as well as positions involving legal advisory and management responsibilities.

Ms. Cicâldău studied law at the Faculty of Law of the University of Bucharest and subsequently obtained a master's degree in civil law and civil procedure from Titu Maiorescu University. She also completed a professional training and development course in Communication, protocol and etiquette in diplomacy at the Romanian Diplomatic Institute.

Ms. Cicâldău has advanced proficiency in English and Spanish and has developed skills in communication, interpersonal skills, stress management and adaptability, through her professional experience.

Ms. Cicâldău was elected as a non-executive member of the Board, by Electrica's OGMS from 26 January 2024.

Ms. Cicâldău currently serves as a non-executive director and Chair of the Climate Governance and Public Affairs Committee.

Ms. Loredana Norica Chitu

Ms. Loredana Norica Chitu has served as an independent non-executive director since 29 April 2026.

Ms. Chitu has 21 years of professional experience, most of which is in capital markets within international law firms, and has acted as legal adviser on a number of significant transactions in the Romanian market. She is currently a Partner at Dentons, where her practice focuses on mergers and acquisitions and capital markets. Since February 2024, Ms. Chitu has been Vice-President of the Bucharest Stock Exchange, contributing to the governance and development of the Romanian capital market.

Throughout her career, Ms. Chitu has advised on some of the largest capital markets projects in Romania, including the initial public offerings of Hidroelectrica, Premier Energy, the Issuer and Purcari, as well as bond issuance programmes for financial institutions.

Ms. Chitu has been recognised by international legal directories, has received a number of national and international professional awards and has contributed to discussions concerning financial regulation and corporate governance in Romania and the Central and Eastern European region.

Ms. Chitu was elected as an independent non-executive member of the Board of Electrica by its Ordinary General Meeting of Shareholders on 29 April 2026.

Ms. Chitu currently serves as an independent non-executive director and a member of the Climate Governance and Public Affairs Committee.

Board Committees

The Nomination and Remuneration Committee

The Nomination and Remuneration Committee consists of a minimum of three non-executive members of the Board, the majority of them being independent members, including the chair of the committee. The role of the committee is to propose and recommend candidates for the Board and for executive management, to develop and submit to the Board the profile and selection procedure of candidates for the executive managers' positions and other management positions, and to formulate proposals on the remuneration of the managers and of other management positions.

The committee has the following responsibilities concerning nomination matters:

- develops and submits to the Board a Selection/Nomination and Suitability Policy for the positions of directors, managers, as well as other management positions, including a target profile, process and principles for shareholders or Board members to consider when proposing candidates for director positions at the Issuer, advises the Board regarding the nomination of interim directors in accordance with the policy, and implements the Selection/Nomination and Suitability Policy and proposes amendments thereto when necessary;
- reviewing the implementation of the Selection/Nomination and Suitability Policy, submitting a report to the Board on its implementation, and presenting a summary of this report in the Directors' Report;
- reviews and recommends to the Board the size and composition of the Board, and leads the ongoing creation and review of the Board profile;
- evaluates candidates for executive management positions;
- identifies qualified individuals to become members of the Board and of the executive management, if requested;
- proposes and recommends to the OGMS (in the case of Board members) and to the Board (in the case of managers, and respectively in the case of provisional directors), candidates for the positions listed above;
- evaluates candidates proposed by shareholders or by Board members for Board member positions and informs the OGMS in accordance with the selection/nomination and suitability policy;
- continuously monitors the selection, nomination and suitability process for candidates for the position of Board member, including the sources of nominations, the criteria applied, the verification of eligibility, independence, diversity and compliance with the Selection/Nomination and Suitability Policy and the Board profile;
- oversees the implementation of the diversity and gender balance objectives established by the Issuer, in accordance with applicable legislation and the BSE Code, ensuring their integration into the selection and nomination process and its stages;
- evaluates, at least once a year or when needed, the independence of Board members and of the members of the specialized committees, based on the declarations of individual independent members as updated where applicable, examining whether there are business relationships, personal relationships or other circumstances that may significantly affect their independence, objectivity or ability to act in the interests of the Issuer, its shareholders and stakeholders, in accordance with the criteria set out in the Articles of Association and the additional criteria established by the CSE Code;
- advising the Board on the appointment and dismissal of the CEO, making recommendations on the appointment and dismissal of the Issuer's executive management team after considering the views of the CEO, and making proposals on the appointment and dismissal of subsidiaries' board members in accordance with the Group Governance Policy;
- recommends to the Board nominations regarding appointments to the advisory committees (with the exception of the Nomination and Remuneration Committee);
- recommending policies in the human resources field to the Board, including recruitment and dismissal, talent management and development, and succession planning across the Issuer and its subsidiaries;

- recommending to the Board a succession policy for the executive management, and assisting the Board in developing emergency succession plans and the recruitment process for the CEO;
- coordinates the annual evaluation process of the Board, its members and its advisory committees, ensuring the existence and implementation of mechanisms for the continuous evaluation and development of the Board in order to improve the competencies of Board members and their ability to effectively fulfil their responsibilities, and sharing the results of the Board evaluation with the entire Board and establishing follow-up actions, if necessary, including professional development and training plans for the Board, in order to address gaps;
- periodically assessing the size, composition and committee's structure and making recommendations to the Board of changes;
- making recommendations to the Board on continuous skill development programmes for Board members and executive management;
- overseeing the nomination and appointment process for the CEOs and executive management of subsidiaries in accordance with the nomination and remuneration policy.

The committee has the following duties regarding remuneration:

- assisting the Board in fulfilling its responsibilities relating to remuneration policy and advising the Board in relation to the remuneration, incentive and severance compensation policies of the Issuer;
- oversees the administration of the Issuer's compensation and benefits plan;
- advising the Board regarding the periodic review of the Remuneration Policy for Board and executive managers, and whenever significant changes occur in applicable legislation, ensuring that it is developed in accordance with the relevant legal requirements;
- advising the Board on the remuneration of the CEO and other executive managers, including the main remuneration components, the annual and long-term key performance indicators as well as the appraisal methodology;
- monitors and recommends to the Board the variable remuneration components of the executive management, ensuring that these include shares of the Issuer and/or share purchase options and/or virtual share options in a significant proportion (minimum 10% of total variable remuneration), in accordance with the Remuneration Policy and applicable legislation;
- monitors and evaluates the balance between the fixed component and the variable component of the remuneration of the executive management, ensuring that the remuneration structure does not encourage excessive risk-taking and is aligned with the long-term interests of the Issuer;
- advising the Board on the remuneration of subsidiaries' board members and the remuneration policy for subsidiaries' executive management (managers having mandate agreements);
- monitoring compensation trends within industries relevant to the Group;
- overseeing the remuneration process of the general managers and executive managers in the subsidiaries according to the Nomination and Remuneration Policy;
- verifying at least once a year the number of mandates held in other companies by the members of the Board and by the executive managers, in order to evaluate their independence; and

- oversees the preparation of and presents to the Board the Annual Report on the Remuneration of Directors and Managers, ensuring that it is prepared in accordance with the legal requirements and the Remuneration Policy and that it transparently discloses the components of remuneration both at individual and collective level.

The Audit and Risk Committee

The Audit and Risk Committee is composed of a minimum of three non-executive members of the Board, the majority of them being independent members, including the Chair of the committee. The committee's composition provides the necessary expertise in accounting and/or financial audit, according to legal requirements.

The committee's primary role is to support the Board in overseeing the Issuer's financial reporting, the effectiveness of the internal audit and control and risk management systems. In fulfilling this role, the committee analyses and advises the Board on whether the annual report and annual financial statements are accurate, balanced and comprehensive.

The committee has the following financial reporting obligations:

- examining and monitoring the financial reporting process, the integrity of annual and interim financial statements or disclosures for the Issuer and the Group at standalone and consolidated levels;
- reviewing press releases announcing financial and operational results related to or derived from such financial statements, as well as any financial information or earning guidance to be provided to financial analysts or rating agencies, and analysing the fairness and adequacy of the content, and presenting such statements or information;
- regularly reviewing the adequacy of the Group's accounting policies;
- approving a policy on the provision of non-audit services permitted by the external auditor;
- reviewing the Issuer's financial forecast policy and making relevant recommendations to the Board; and
- advising the Board on whether the content of the annual report, taken as a whole, represents a fair, balanced and understandable account for shareholders and provides them with the necessary information to assess the Issuer's performance.

The committee has the following responsibilities concerning auditing matters:

- endorsing for the approval by the Board a Group-wide, annual risk-based internal audit plan, as well as any material changes to the plan, and receiving regular reports on activities, key findings, and follow-up regarding internal audit reports;
- monitoring the implementation of internal audit recommendations and providing the necessary guidance;
- periodically reviewing the charter and internal audit manual and submitting them to the Board for approval;
- approving the appointment and dismissal of the Head of Internal Audit; monitoring the adequacy, effectiveness and independence of the internal audit function, ensures the independence and reviews the effectiveness of the internal audit function, and submits recommendations to the Board;
- making recommendations to the Board on the appointment, rotation or dismissal of the Issuer's external auditor;
- reviewing the plan, work and findings of the external auditor;

- assessing the independence and objectivity of the external auditor and monitoring compliance with relevant ethical and professional guidance, including the requirements on the rotation of audit partners, and, in particular, the provision of additional services to the Issuer;
- discussing the annual work plan with the external auditor, covering the scope and materiality of the activities to be audited. The Audit Committee must meet with the external auditor as often as necessary to discuss the issues identified and to monitor the quality of the services provided;
- monitoring the implementation of the legal standards and the generally accepted internal audit standards;
- endorsing the internal audit reports, the recommendations made by the internal auditors and the action plans needed to implement the recommendations; and
- performing any other activities established by the Board and the law.

The committee has the following responsibilities concerning internal control matters:

- regularly reviewing the adequacy and implementation of key internal control policies, including policies for detecting fraud and the prevention of bribery;
- monitoring the development and implementation of policies on conflicts of interest and related party transactions;
- overseeing the compliance framework with applicable legal requirements and regulations, as well as internal procedures on reporting violations of the law or of the Code of Ethics and Professional Conduct;
- monitoring the application and observance of the Code of Ethics and Professional Conduct, receiving annual reports from the executive management on its implementation and observance, including instances of non-compliance and remedial measures;
- assessing the effectiveness of the process of embedding the Code of Ethics and Professional Conduct in the Issuer's practices and in the onboarding process of new employees, and recommending its periodic review to the Board;
- reviewing related party transactions in line with a policy developed by the committee and approved by the Board;
- reviewing the annual report assessing the effectiveness of the system of internal control; and
- to oversee the framework for ensuring compliance with applicable legal and regulatory requirements, as well as with the Issuer's internal regulations (such as the procedures for reporting violations of the law or of the Issuer's Code of Ethics and Professional Conduct.

The committee has the following responsibilities concerning risk management matters:

- assisting the Board in establishing and reviewing the Issuer's risk appetite;
- reviewing regularly the main risks facing the Issuer and Group, recommending to the Board relevant policies for risk identification, mapping, management and mitigation;
- monitoring and assessing the main categories of risks, including climate, emerging, ESG and cyber risks relevant to the Group, that are recorded in an annual report in order to reduce them and to assess the risk management system's efficiency within the Group;

- monitoring risks related to information technology, artificial intelligence and cybersecurity, and making recommendations to the Board on the necessary control and prevention measures;

- reviewing risk information prepared for annual reporting and forming recommendations to the Board in this regard;

- advising the Board on equity and debt financing, including proposals for contracting any type of loans and securities associated with these loans;

- advising the Board on its recommendations regarding major economic transactions within the authority of the OGMS, assessing any associated risks regarding such transactions;

- conducting an annual assessment of the adequacy and effectiveness of the risk management and internal control framework, including the scope and effectiveness of the internal audit function, compliance, as well as management's capacity to implement remedial measures, presenting the resulting conclusions and recommendations to the Board; and

- monitors ESG matters and sustainability risks within the overall risk management framework. The oversight of the preparation of sustainability reports is assigned to the Climate Governance and Public Affairs Committee ("**CGPAC**"), pursuant to Art. 3(9) of the CGPAC Charter.

The internal audit activity is carried out by a structurally separate organisational unit (the internal audit department), within the Issuer. To ensure the fulfilment of its main functions, it reports functionally to the Board through the Audit and Risk Committee and administratively to the CEO.

The Strategy and Corporate Governance Committee

The Strategy and Corporate Governance Committee is composed of a minimum of three non-executive directors, while at least one member must be an independent director. In the current composition, the Chair of the committee is an independent director.

The committee has the following duties in terms of strategy:

- making proposals to the Board on the development of the medium-term strategic plan, making recommendations on the strategic direction, priorities and long-term objectives of the Group;

- assists the Board in performing its responsibilities relating to establishing the overall strategic direction, priorities and long-term objectives of the Group, as well as in overseeing the development of the Issuer's strategy, ensuring the integration of sustainability matters into it, including social and environmental considerations and risks and opportunities related to climate change;

- reviewing management proposals on the Issuer's individual and consolidated annual budget, subsidiaries' annual budgets and annual financial plans regarding investments for Group companies, and making relevant recommendations to the Board;

- supporting the Board in monitoring and assessing the Group's performance in light of the approved strategic plan, budgets, investment plans, industry trends, local and regional market trends, competitiveness and advances in technology;

- periodically reviewing the overall strategic planning process, including the process for developing a medium-term strategic plan, making recommendations on issues that can be improved in strategic planning and providing feedback to the executive management;

- advising the Board on proposed acquisitions, withdrawal from investments or investment projects, joint-ventures and cooperation projects, particularly assessing their alignment with the Group's strategy; and
- performing any other activities or responsibilities on strategic matters as may be delegated from time to time to the committee by the Board.

Regarding the tasks of the committee on restructuring, they mainly relate to:

- reviewing and making recommendations to the Board with respect to the development and implementation of the Group's overall restructuring plans and objectives, including any determination regarding the disposition or rationalisation of core businesses;
- regularly reviewing the organisational structure and chart of the Issuer, and making recommendations to the Board; and
- performing any other activities or responsibilities on strategy matters as may be delegated to the committee, from time to time, by the Board.

At the same time, the committee has duties in terms of corporate governance:

- overseeing and monitoring the Issuer's compliance with legal and contractual obligations on corporate governance, as well as other applicable corporate governance principles, and making recommendations to the Board;
- regularly reviewing the Issuer's Corporate Governance Code, Board Charter and the Issuer's Articles of Association, and making recommendations to the Board on relevant amendments to the Issuer's corporate governance policy and documentation;
- recommending the Group Governance Policy to the Board for approval and regularly reviewing it thereafter;
- reviewing the delegations of authorities policy and the Issuer's chart of authorities in order to ensure that the delegation to management allows for effective and efficient decision-making process, and making recommendations to the Board;
- reviewing the Issuer's policy for corporate social responsibility and stakeholder engagement, and making recommendations to the Board in this regard;
- making recommendations to the Board on improving the quality of information flows to the Board including the adequacy of reports to the Board, key performance indicators presented to the Board, and guidelines for preparing Board papers and presentations; and
- preparing other reports or materials on corporate governance as may be requested by the Board.

The Climate Governance and Public Affairs Committee

The Climate Governance and Public Affairs Committee is composed of a minimum of three non-executive directors, at least two of them being independent members. In the current composition, the Chair of the committee is a non-executive director.

The committee has the following duties:

- ensuring the integration of sustainability matters into the Issuer's strategy, including social and environmental considerations and risks and opportunities related to climate change;

- ensuring the preparation, at the Group level, of the framework required for implementing initiatives contributing to compliance with the EU objective of zero greenhouse gas emissions by 2050, at national level;
- monitors the integration of sustainability considerations, including environmental and social ones, into the Group's strategy and key strategic projects;
- reviews and assesses the measures proposed by the executive management to mitigate the negative environmental and social impact associated with strategic decisions, and reports to the Board accordingly;
- implementing at Group level the Principles of the World Economic Forum on effective climate governance, while using corporate governance for company transition towards a low carbon emission economy;
- ensuring long-term resilience for the companies of the Group in terms of potential structural changes of the business environment triggered by the climate changes;
- providing an optimal mix of know-how, relevant experience, and capacity to justify the debates – all necessary for the decision-making process within the Board, based on a proper knowledge and understanding of the threats and opportunities that arose as a result of the climate changes;
- establishing the most effective way of integrating considerations pertaining to climate change within the organisational structures of the Issuer;
- monitoring the provision of a continuous assessment process by the executive management, as well as the materiality of the risks and opportunities deriving from climate reasons for the Issuer on a short, medium, and long term;
- reviewing the climate and environmental and social policies and sustainability objectives with the Group's risk appetite, and making recommendations to the Board;
- reviewing the climate and environment and social information proposed for inclusion in the annual report, and making recommendations to the Board for its approval, and oversees the preparation of sustainability reports;
- ensuring a permanent exchange of opinions and a continuous dialogue within the industry, with the decision-makers in terms of public policies, with the investors, and the other stakeholders in order to encourage the joint use of relevant methodologies and the exchange of information;
- ensuring consistent, transparent communication on the material climate risks identified to all stakeholders, especially to investors and to the regulatory and monitoring authorities, if applicable;
- defining a set of long-term performance indicators and some key performance indicators to help reaching the goal of "zero impact of the greenhouse gas emissions caused by the business of the Group on the environment", to be submitted to the Board for approval;
- conveying some recommendations with respect to setting the annual targets for the key performance indicators set for the executive management, following consultations with the executive management and after having obtained the latter's commitment;
- ensuring the alignment of the methods for rewarding the executive management in order to promote the Issuer's sustainability and welfare, in the long term. The committee shall consider issuing some recommendations to include the key indicators related to climate goals within the reward schemes included in the Remuneration Policy for managers and executive managers;

- monitoring and assessing the accomplishment rate of the key performance indicators related to the climate goals, and issuing recommendations for the Board with respect to the review of such goals, or to taking sanctioning measures, as applicable;
- periodically reviewing the internal policies and regulations with an impact on the climate goals, and drafting recommendations intended for the Board in relation to the adequacy of the investment level within the Group, as those are necessary to reach the climate goals within the set timeframe; and
- ensuring a climate of trust, by cooperating with the investors in order to understand their topics of interest and priorities, with the purpose of accomplishing an effective climate governance.

Current composition of the Board's consultative committees

The current composition of the Board's consultative committees is the following:

The Audit and Risk Committee:

- Mr. Dragos Valentin Neacsu – Chair;
- Mr. Adrian Florin Lotrean – Member;
- Mr. Mihai Diaconu – Member.

The Nomination and Remuneration Committee:

- Mr. Adrian Florin Lotrean – Chair;
- Mr. Marian Cristian Mocanu – Member;
- Mr. Ion Cosmin Petrescu – Member.

The Strategy and Corporate Governance Committee:

- Mr. Marian Cristian Mocanu – Chair;
- Mr. Mihai Diaconu – Member;
- Mr. Ion Cosmin Petrescu – Member.

The Climate Governance and Public Affairs Committee:

- Ms. Georgiana Cicâldău (formerly Bogasievici) – Chair;
- Mr. Dragos -Valentin Neacsu – Member;
- Ms. Loredana Norica Chitu – Member.

Executive Management

In accordance with the provisions of the Articles of Association, the Board appoints and revokes the CEO, as well as the other executives with mandates and also approves their respective powers and authorities.

The duties of the Issuer's executive managers (including those of the CEO) are determined by the mandate contracts on which the executive managers operate within the Issuer, an internal regulation for the organisation and functioning of the Issuer and applicable legal provisions. The remuneration of the directors and executive managers within the Issuer is carried out in accordance with the provisions of the Remuneration Policy for Directors and Executive Managers (Policy).

The executive managers of the Issuer, appointed under the terms of office, are:

Name	Expiry date of the mandate	Position	Starting date of the current mandate
Mr. Alexandru-Aurelian Chirita	1 January 2031	Chief Executive Officer (CEO)	1 January 2025
Mr. Costin Ionut Iordache	31 December 2026	Interim Chief Financial Officer (CFO)	1 April 2026
Ms. Ioana-Andreea Lambru	16 March 2031	Chief Business Development Officer (CBDO)	15 March 2023

The business address of the members of the executive management of the Issuer is at the Issuer's registered office and principal place of business: 9 Grigore Alexandrescu Street, 1st District, Bucharest, Romania.

Biographical Details of the executive managers

Mr. Alexandru-Aurelian Chiriță

Alexandru Chiriță is a leading professional in energy and corporate governance. He has held the position of CEO of Electrica S.A., the largest integrated electricity distribution, supply and production group in Romania since 17 May 2022. His current mandate is set to expire on 31 December 2026 and has been renewed for a further term running from 1 January 2027 to 1 January 2031.

Under his leadership, Electrica has undergone an extensive strategic transformation process, oriented towards digitalisation, sustainability and sustainable growth. He coordinated the launch of the "Electrica 2030: Strategy for a Sustainable and Innovative Future" strategy, initiated the implementation of a group-wide ESG program and orchestrated the first green bond issue in the company's history, intended to finance energy transition projects. In 2026, at a symbolic moment when Electrica celebrated 12 years since its listing on the Bucharest Stock Exchange and the London Stock Exchange, under his leadership, the company reached a record share price of RON 56.7 (on 24 August 2026) and a market value of approximately RON 19 billion, confirming investors' confidence in the adopted strategic direction.

His previous professional background includes leading positions at Hidroelectrica, where he served as Legal Manager and Data Protection Manager, with responsibility for key compliance, regulatory and strategic litigation matters.

Mr. Chiriță has also been actively involved in commercial arbitration and has developed innovative entrepreneurial initiatives in the field of digital legal services.

His academic background is diversified, he holds a degree in Law from the University of Bucharest, two master's degrees in European Union Law and European Law and Governance, and is pursuing doctoral studies in Administrative Law at the National School of Political and Administrative Studies (SNSPA). His international executive training is complemented by the completion of the Accelerated Management Program at Yale School of Management, the Artificial Intelligence Programme at Saïd Business School, University of Oxford and Board Practice & Directorship at Henley Business School.

An active member of prestigious professional organisations, Mr. Chiriță promotes excellence in leadership, professional ethics and technological innovation.

Through his dedication, vision and performance, Mr. Chiriță contributes to strengthening Electrica's position as a regional leader in the transition to a sustainable and digitised energy sector.

Mr. Costin Ionut Iordache

Starting from 1 April 2026, Costin Iordache took over the position of interim Chief Financial Officer, with his current mandate ending on 31 December 2026. He is a graduate of Bucharest University of Economic Studies, specialising in Business and Managerial Economics, and further advanced his executive education by completing the Leadership excellence programme at EST Berlin University.

Mr. Iordache is a seasoned finance executive with a robust track record of leading complex, high stakes operations across public-private, multinational and matrix environments. Recognised as a strategic and operational business optimiser, he has extensive experience in strategic and financial management, organisational transformation, and operational performance.

Prior to his role at the Issuer, Mr. Iordache held senior executive positions, including Chief Executive Officer and Chief Financial Officer at TAROM, Romania's national flag carrier. His experience extends into the technology, e-commerce and telecommunications sectors. At Dante International, the company behind eMag, Fashion Days, Sameday Courier and Tazz, he acted as Finance Director for Business Planning, defining financial plans and capex/opex forecasts. Internationally, he served as Finance Director of Customer Finance for Salt Mobile. Mr. Iordache built his foundational leadership experience over more than a decade within the Telekom Group and Romtelecom, culminating in his role as a Group Director of Customer Finance.

Ms. Ioana-Andreea Lambru

Starting from 15 March 2023, Ioana-Andreea Lambru took over the position of Chief Business Development Executive Officer, with her current mandate ending on 15 March 2027, and another four-year mandate ending on 16 March 2031.

Ms. Lambru is a graduate of the Faculty of International Financial-Banking Relations at the Romanian American University and has a Master's in Crisis Management from the University of Bucharest.

With over 10 years of professional experience in public administration, Ms. Lambru was the Chair of the Supervisory Board of the Hidroelectrica company for a period of 6 years before joining Electrica.

Since taking on her role at Electrica, Ms. Lambru has significantly contributed to consolidating the Group's energy production segment, both by finalising strategic acquisitions and initiating works in renewable energy production projects (both photovoltaic and wind), and by integrating them into the parent company, the 2023 merger being a significant first step in this regard. Ms. Lambru has made a substantial contribution to defining the Group's medium and long-term strategic direction of the Group, as well as to achieving the objectives for their implementation, in areas such as electricity production and supply, accessible non-reimbursable funding, and diversifying the services offered, and advancing digital solutions in the energy sector.

Conflict of interests

Other than set out in the paragraph below, based on the information available to the Issuer, there is no existing conflict between any duties of the Board and/or the Executive Management towards the Issuer and their private interests and/or other duties.

Some of the members of the management bodies of the Issuer have or may have, in the future, similar positions (director or executive manager) within the Group or other affiliated entities, situation which may give rise to potential conflicts of interest, to the extent the Issuer enters into business relations with the respective entities. To the extent such potential conflicts of interests may appear, the relevant persons will fully comply with the applicable legal provisions and internal regulations applicable, dealing with conflicts of interest.

PRINCIPAL SHAREHOLDERS

As at 30 September 2026, the issued share capital of the Issuer amounts to RON 3,395,530,040 comprised of 339,553,004 shares, each with a nominal value of RON 10.

Until July 2014, the Romanian State, acting through the Ministry of Energy was the sole shareholder of the Issuer. Since 4 July 2014, the Issuer's shares are listed on the Bucharest Stock Exchange (https://www.bvb.ro/FinancialInstruments/Details/FinancialInstrumentsDetails.aspx?s=el), and the GDRs are listed on London Stock Exchange (https://www.londonstockexchange.com/stock/ELSA/societatea-energetica-electrica-sa/company-page).

As of 30 September 2026, the shareholders' structure is the following:

Shareholders	**Number of shares / Number of voting rights**	**% of share capital / of the total voting rights**
Romanian State, through the Ministry of Energy, Bucharest, Romania	169,046,299	49.7850%
BNY Mellon DRS, New York, USA[3]	298,164	0.0878%
Other legal entities[1] [2]	156,627,832	46.1277%
Individuals	13,580,709	3.9996%
Total[2]	**339,553,004**	**100%**

[1] Paval Holding, Allianz SE and NN Group NV hold, directly or indirectly, between 5% and 10% of the total number of shares with voting right.

[2] All shares have voting rights attached to them. On 22 July 2024, the share capital of the Issuer was reduced by 6,890,593 own shares held by the Issuer as a result of stabilisation after the 2014 initial public offering, which had their voting rights suspended. Thus, starting from this date, the total number of voting rights is equal to the total number of shares.

[3] The shares shown for BNY Mellon DRS, New York, USA, are support shares for the GDRs listed on the London Stock Exchange

As reflected by the shareholding structure presented above, as well as by the provisions of the Articles of Association of the Issuer, there is no shareholder that exercises control over the Issuer, as a result of holding the majority of shares and voting rights in the Issuer.

According to information held by the Issuer, there is no agreement or understanding that could result in future changes in control of the Issuer.

On 27 March 2026, the Board proposed the distribution of dividends from the Issuer's net profit for the year ended 31 December 2025 and from its reserves, in the aggregate amount of RON 99,998,360, representing a gross dividend per share of RON 0.2945, subject to the approval of the ordinary general meeting of shareholders of the Issuer on 29 April 2026. On 29 April 2026, the ordinary general meeting of shareholders of the Issuer approved the proposal of the Board regarding the distribution of dividends in the aggregate amount of RON 99,998,360 (comprising the Issuer's net profit for 2025 of RON 93,052,987 and RON 6,945,373 from reserves) with a gross dividend per share of RON 0.2945. The dividend was paid on 25 June 2026.

TAXATION

The following summaries do not purport to be a comprehensive description of all tax considerations that could be relevant for Holders. These summaries are intended as general information only and each prospective Holder should consult a professional tax adviser with respect to the tax consequences of an investment in the Notes. These summaries are based on tax legislation and published case law in force as at the date of this Base Prospectus. They do not take into account any developments or amendments thereof after that date, whether or not such developments or amendments have retroactive effect.

Romania

In this section:

"**Romanian Tax Non-Resident**" means a taxpayer who is not a tax resident of Romania, either under the Income Taxes Act or under a relevant Tax Treaty (if any);

"**Romanian Tax Resident**" means a taxpayer who is a tax resident of Romania under the Income Taxes Act as well as under a relevant Tax Treaty (if any);

"**Income Taxes Act**" means the Romanian Tax Code approved by Law no 227/2015 as amended.

"**Tax Relief**" means a relief from the Withholding Tax, whether in the form of an exemption or application of a reduced rate;

"**Tax Treaty**" means a valid and effective tax treaty concluded between Romania and another country under which the Romanian Tax Non-Resident is treated as a tax resident of the latter country; and

"**Withholding Tax**" means a tax collected by means of a deduction at source made by a withholding agent (for example, by an issuer of a note) upon payment of taxable income.

General Information on Interest Income

Under Romanian tax law, at the date of this Base Prospectus, interest on notes/debt securities issued by Romanian companies (such as the Issuer):

(a) Payable to Romanian Tax Non-Residents is tax exempt if notes/debt securities are issued under a prospectus approved by a competent regulatory authority (such as this Base Prospectus) and the interest is paid to a Holder who is a Romanian Tax Non-Resident and who is not an affiliated person to the Issuer. Tax law and practice are subject to change.

If the above exemption is not applicable or is repealed, withholding tax on gross interest would be due at the tax rates provided by the Romanian law/Double Tax Treaties, as the case may be. At the date of this Base Prospectus, the withholding tax rate for interest payments towards non-residents in accordance with Romanian law are as follows:

(i) 16% for Romanian tax non-resident legal entities. However, in case of interest income received by Romanian tax non-resident legal entities, who are residents of a member state of the European Union or the European Economic Area, Romanian law provides that such persons may opt to pay corporate income tax for the taxable profit related to the interest income derived, in which case the withholding tax initially applied on a gross basis will be considered as a tax pre-payment when computing the final corporate income tax due. In this case, the legal entity will have to register in Romania for corporate income tax purposes;

(ii) 10% for Romanian tax non-resident individuals, who are resident in the European Union or a jurisdiction with which Romania has concluded a treaty for avoidance of double taxation; and

(iii) 16% for any other Romanian tax non-resident individuals.

Specific exceptions to the above tax treatment are applicable in case of interest paid to a Holder who is a Romanian Tax Non-Resident but holds the Notes through a permanent establishment set up in Romania. In such cases, any tax in relation to the interest paid by the Issuer will be the responsibility of that Holder, in accordance with the Income Taxes Act and Tax Treaty.

(b) Payable to Romanian Tax Resident legal entities is not subject to any withholding, the Holder having the obligation related to taxation of the interest. At the level of the Romanian Tax Resident legal entities interest income is taxable as follows:

(i) at a 16% corporate income tax, if the entity in question: (A) qualifies as a corporate income taxpayer, (B) it is in a profit tax position and (C) it is not subject to minimum tax, or

(ii) at a 1% minimum tax on the revenue, applicable until 31 December 2026, if the entity in question meets the criteria for being subject to the minimum corporate income tax, or

(iii) at a 1% tax on the revenue, provided that it qualifies as a micro-enterprise taxpayer.

(c) payable to Romanian tax resident individuals is not subject to any withholding as regards Notes issued on foreign capital markets and with respect to which the relevant Holder has the obligation to pay tax on the interest.

In the case of Notes issued by legal entities resident in Romania (such as the Issuer) on foreign capital markets, interest income paid by the Issuer and recorded in the taxpayer's account during the fiscal year is taxed at a rate of 10%. The tax on interest income must be declared by the Romanian tax resident individual through the annual income tax return and the related taxes should be paid based on a self-assessment made considering the information reflected in the annual return.

Besides the 10% tax described above, Romanian tax resident individuals are required to pay 10% social health insurance contribution, except when the annual level of investment incomes (including interest income) and, if applicable, income from intellectual property rights, transfer of the use of goods, agricultural activities, associations with legal entities, other sources, as defined by the Income Taxes Act, is below six times the Romanian national minimum gross wage.

General Information on Capital Gains

In general, the taxable income resulting from the transfer of Notes is computed as the positive difference between the sale price and the acquisition price, less the costs related to the transaction.

At the date of this Base Prospectus, in accordance with the Romanian law capital gains obtained from the transfer of Notes by:

(a) Romanian Tax Resident legal entities are subject to a:

(i) 16% corporate income tax at its level, if the entity in question: (i) qualifies as a corporate income taxpayer, (ii) it is in a profit tax position and (iii) it is not subject to minimum tax, or

(ii) 1% minimum tax on the revenue, applicable until 31 December 2026, if the entity in question meets the criteria for being subject to the minimum corporate income tax, or

(iii) 1% tax on the revenue, provided that it qualifies as a micro-enterprise taxpayer.

(b) Romanian Tax Resident individuals are subject to a:

(i) 10% income tax, with the beneficial owner being responsible for declaring and paying the tax, by submitting an annual income tax return. Capital gains received by Romanian tax resident

individuals from the transfer of Notes, if performed through a Romanian intermediary (i.e. an intermediary tax resident in Romania or a non-resident with a Romanian permanent establishment qualifying as intermediary), are subject to a 3% or 6% tax (depending on whether the transfer is done after or before 365 days from the acquisition date) withheld at source by the Romanian intermediary; and

(ii) 10% social health insurance contribution, unless annual investment income and other specified incomes are below six times the Romanian national minimum gross wage.

(c) Romanian Tax Non-Residents:

(i) No tax is due in Romania by the Romanian Tax Non-Resident legal entities itself for capital gains; and

(ii) In the case of Romanian tax non-resident individuals, capital gains received from the transfer of Notes are subject to tax as described above under item (b), unless the capital gains are derived from the transfer of Notes traded on a foreign capital market, in which case no tax on capital gains will be levied in Romania.

Any Romanian tax non-resident individual having tax obligations in Romania must (or may, in certain cases) appoint a Romanian resident fiscal representative/empowered person to declare and settle any tax liabilities on its behalf.

Depending on the country in which the Romanian tax non-resident individual has its tax residence, the capital gains tax may be eliminated based on a Tax Treaty. In order to benefit from the favourable provisions of a Tax Treaty, Romanian tax non-resident individuals are required to provide to their fiscal representative a tax residency certificate (valid for the respective fiscal year) issued by the tax authorities of their country of residence.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" (as defined by FATCA) may be required to withhold certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Romania) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA Withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Notes (as described under "*Terms and Conditions of the Notes - Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes

offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or which may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to Banca Comerciala Romana S.A., BNP PARIBAS, BofA Securities Europe SA, BT Capital Partners S.A., Citigroup Global Markets Europe AG, ING Bank N.V., J.P. Morgan SE, UniCredit Bank GmbH, Société Générale or such other dealers as may be appointed either generally in respect of the Programme or in relation to a particular Tranche of Notes (together, the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, the Dealers are set out in a programme agreement dated 29 October 2026 (as amended or restated from time to time, the "**Programme Agreement**") and made between the Issuer, the Arrangers and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Programme Agreement makes provision for the resignation or termination of appointment of existing Dealer(s) and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes. The Notes may also be issued by the Issuer through all or any of the Dealers acting as agents.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Programme Agreement may be terminated in relation to all or any of the Dealers by the Issuer or, in relation to itself and the Issuer by any Dealer, at any time on giving not less than 30 days' written notice.

The Dealers are entitled in certain circumstances to be released and discharged from their obligations under any agreement they make to subscribe Notes prior to the closing of the issue of the Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the Issue Date. In this situation, the issuance of the Notes may not be completed. Investors will have no rights against the Issuer or Dealers in respect of any expense incurred or loss suffered in these circumstances.

United States of America

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. The Notes may not be offered or sold within the United States, except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Until 40 days after the commencement of the offering of any identifiable Tranche of Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of such Tranche of Notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder.

TEFRA D or TEFRA C apply if specified in the relevant Final Terms.

Each Dealer has represented and agreed (and each additional Dealer named in the Final Terms will be required to represent and agree) that in addition to the relevant U.S. Selling Restrictions set forth below:

(a) except to the extent permitted under the TEFRA D Rules, it has not offered or sold, and during the restricted period it will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a U.S. person;

(b) it has and throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a U.S. person (except to the extent permitted under the TEFRA D Rules);

(c) if it is a U.S. person, it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance, and if it retains Notes in bearer form for its own account, it will do so in accordance with the requirements of the TEFRA D Rules;

(d) with respect to each affiliate or distributor that acquires Notes in bearer form from the Dealer for the purpose of offering or selling such Notes during the restricted period, the Dealer either repeats and confirms the representations and agreements contained in paragraphs (a), (b) and (c) above on such affiliate's or distributor's behalf or agrees that it will obtain from such distributor for the benefit of the Issuer the representations and agreements contained in such paragraphs; and

(e) it shall obtain for the benefit of the Issuer the representations, undertakings and agreements contained in paragraphs (a), (b), (c) and (d) above from any person other than its affiliate with whom it enters into a written contract, (a "**distributor**" as defined in U.S. Treasury Regulation section 1.163-5(c)(2)(i)(D)(4) (or a successor provision)), for the offer or sale during the restricted period of the Notes.

Terms used in this section shall have the meanings given to them by the Internal Revenue Code of 1986 and the regulations promulgated thereunder, including the TEFRA D Rules.

Where the rules under the TEFRA C Rules are specified in the relevant Final Terms as being applicable in relation to any Notes, the Notes must, in accordance with their original issuance, be issued and delivered outside the United States and its possessions and, accordingly, each Dealer has represented and agreed (and each additional Dealer named in the Final Terms will be required to represent and agree) that, in connection with the original issuance of the Notes:

(a) it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any Notes within the United States or its possessions; and

(b) it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such Dealer or such prospective purchaser is within the United States or its possessions and will not otherwise involve the United States office of such Dealer in the offer and sale of Notes.

In addition, until 40 days after the commencement of the offering of any identifiable Tranche of Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of such Tranche of Notes) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States (as defined in Regulation S).

In addition to the foregoing, if Category 2 is specified as applicable in the relevant Final Terms:

(a) the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act; and

(b) each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specify the "*Prohibition of Sales to EEA Retail Investors*" as "*Not Applicable*", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II;

(ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the Prospectus Regulation.

(b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies the "*Prohibition of Sales to EEA Retail Investors*" as "*Not Applicable*", in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

(A) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(C) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specify the "*Prohibition of Sales to UK Retail Investors*" as "*Not Applicable*", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For these purposes:

(a) the expression "**retail investor**" means a person who is either one (or both) of the following:

  (i) not a professional client, as defined in point (8) of Article 2(1) of UK MiFIR; or

  (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes

If the Final Terms in respect of any Notes specify the "*Prohibition of Sales to UK Retail Investors*" as "*Not Applicable*", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer:

(a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(b) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer;

(c) at any time if the denomination per Note being offered amounts to at least GBP50,000 (or equivalent); or

(d) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes and the expression "**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) ***Financial promotion***: it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act ("**FSMA**") received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not apply to the Issuer; and

(b) ***General compliance***: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

Romania

Each Dealer has represented and agreed that it complies and will comply with the provisions of Law No. 24/2017 on issuers of financial instruments and market operations, as amended ("**Law No. 24/2017**"), the Romanian Financial Supervisory Authority Regulation No. 5/2018 on issuers and operations with securities, as subsequently amended and supplemented (the "**Regulation No. 5/2018**") and the Prospectus Regulation in connection with the offering of the Notes in Romania and that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus or the Final Terms except that it may, make an offer of such Notes to the public in Romania:

(a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made pursuant to an exemption from the obligation to publish a prospectus as set out under Article 1(4) of the Prospectus Regulation including:

(i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer, as the case may be; or

(iii) at any time on the basis of any other exemptions from the obligation to prepare and publish a prospectus provided by Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to the Prospectus Regulation or Article 6 of Regulation No. 5/2018 or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation; or

(b) following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in Romania or, where appropriate, approved in another Member State and notified to the Romanian Financial Supervisory Authority, provided that any such prospectus has subsequently been completed by the final terms contemplating such offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that offer.

Any subsequent sale of the Notes in Romania, which were previously offered in the cases referred to in (a) to (b) above must be made in compliance with the public offer and the prospectus requirement rules and a new assessment of the application of any exemption from the requirement to prepare and publish a prospectus must be made.

For the purpose of this provision, the expression "offer of securities to the public" in relation to any of the Notes means a communication in any form and by any means, presenting sufficient information on the terms of the offer and the Notes to be offered, so as to enable an investor to decide to purchase or subscribe for the Notes.

Republic of Italy

Each Dealer acknowledges that the offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed that, save as set out below, it has not offered, sold or distributed, and will not offer, sell or distribute any Notes or any copy of this Base Prospectus or any other offer document in the Republic of Italy ("**Italy**") in an offer to the public and that sales of any Notes in Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Accordingly, each Dealer has represented and agreed that it will not offer, sell or distribute any Notes or distribute any copy of this Base Prospectus or any other offer document in Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation; or

(b) in any other circumstances which are exempted from the rules on offers to the public pursuant to Article 1 of the Prospectus Regulation and/or, to the extent applicable, Article 100 of Legislative Decree No. 58 of 24 February 1998 (the "**Consolidated Financial Services Act**"), Article 34-*ter* of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**CONSOB Regulation No. 11971**") and the Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus, any Final Terms or any other document relating to the Notes in the Republic of Italy under paragraph (a) or (b) above must be made:

(i) by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**") and CONSOB Regulation No. 20307 of 15 February 2018, as amended and any other applicable laws and regulations;

(ii) in compliance with Article 129 of the Italian Banking Act, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and 2 November 2020); and

(iii) in compliance with any other applicable laws and regulations, as well as with any regulations or requirements imposed by CONSOB, the Bank of Italy or other Italian authority.

Belgium

Other than in respect of Notes for which "*Prohibition of Sales to Belgian Consumers*" is specified as "Not Applicable" in the relevant Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any natural person in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a "**Belgian Consumer**") and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Switzerland

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes. The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other applicable laws, regulations and ministerial guidelines of Japan.

Hong Kong

In relation to each Tranche of Notes issued by the Issuer, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

Unless the Final Terms in respect of any Notes specify "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for

subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

If the Final Terms in respect of any Notes specify "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA pursuant to Section 274 of the SFA), (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Canada

No prospectus has been filed with any securities commission or similar regulatory authority in Canada in connection with the offer and sale of the Notes. The Notes have not been, and will not be, qualified for sale under the securities laws of Canada or any province or territory thereof and no securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon this Base Prospectus or the merits of the Notes and any representation to the contrary is an offence.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to acknowledge, that it has not offered, sold or distributed and will not offer, sell or distribute any Notes, directly or indirectly, in Canada or to or for the benefit of any resident of Canada, other than in compliance with applicable securities laws and, without limiting the generality of the foregoing:

(a) any offer, sale or distribution of the Notes in Canada has and will be made only to purchasers that are (i) "accredited investors" (as such term is defined in section 1.1 of National Instrument 45-106 Prospectus Exemptions ("**NI 45-106**") or, in Ontario, as such term is defined in section 73.3(1) of the Securities Act (Ontario)) and "permitted clients" (as such term is defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations) and (ii) purchasing as principal, or are deemed to be purchasing as principal in accordance with applicable Canadian securities laws;

(b) it is either (i) appropriately registered under applicable Canadian securities laws in each relevant province or territory to sell and deliver the Notes, (ii) such sale and delivery will be made through an affiliate of it that is so registered if the affiliate is registered in a category that permits such sale and has agreed to make such sale and delivery in compliance with the representations, warranties and agreements set out herein, or (iii) it is relying on an exemption from the dealer registration requirements under applicable Canadian securities laws and has complied with the requirements of that exemption; and

(c) it has not and will not distribute or deliver this Base Prospectus, or any other offering material in connection with any offering of the Notes, in or to a resident of Canada other than in compliance with applicable Canadian securities laws.

General

No action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession, or distribute such offering material, in all cases at their own expense.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Series of Notes) or (in any other case) in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

The Issuer has obtained all necessary consents, approvals and authorisations in Romania, as applicable, in connection with the establishment of the Programme, while for the issue of Notes a further resolution of the Board of Directors of the Issuer is required to confirm the final terms, pursuant to the mandate granted by the shareholders. The establishment of the Programme and the issue of Notes was authorised by resolution of the extraordinary general meeting of shareholders of the Issuer passed on 29 April 2026 and by the resolutions of the Board of Directors of the Issuer (i) no. 15 passed on 29 June 2026 and (ii) no. 27 passed on 28 October 2026.

Listing and Admission to Trading

In relation to the Notes intended to be listed and issued under this Programme, application (i) has been made to the Luxembourg Stock Exchange to list the Programme and such Notes on the Official List of the Luxembourg Stock Exchange and to admit to trading on the Regulated Market of the Luxembourg Stock Exchange and (ii) may also be made to the Bucharest Stock Exchange for such Notes intended to be admitted to trading on the regulated market. The CSSF will make the Notification to Romanian FSA in respect of such Notes. Application may be made additionally to any other or further stock exchange to admit such Notes to trading on any other or further regulated market or other market segment of such other or further stock exchange. The trading and settlement of the Notes in Romania will be organised in accordance with the rules and regulations adopted by the Bucharest Stock Exchange and the Romanian central depository, Depozitarul Central SA.

Significant/Material Change

There has been no significant change in the financial performance or the financial position of the Issuer or the Group since 30 June 2026, being the date of the latest consolidated financial statements of the Issuer incorporated by reference into this Base Prospectus.

There has been no material adverse change in the prospects of the Issuer since 31 December 2025, being the date of the latest audited consolidated financial statements of the Issuer incorporated by reference into this Base Prospectus.

Legal and Arbitration Proceedings

Except as disclosed in "*Description of the Issuer and the Group – Legal Proceedings*", the Issuer is not, nor has been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Base Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of the Issuer or the Group.

Related Party Transactions

The Issuer routinely contracts with other entities in which the Romanian State has control or significant influence for sale/purchase of electricity and/or electricity distribution services in the ordinary course of business.

Independent Auditors

Each of the financial statements of the Issuer for the years ended 31 December 2024 and 31 December 2025 have been audited by Deloitte Audit S.R.L. Deloitte Audit S.R.L. is a member of the Romanian Chamber of Auditors.

Deloitte Audit S.R.L. is independent of the Issuer in accordance with the International Code of Ethics for Professional Accountants (including International Independence Standards) as issued by the International Ethics Standards Board for Accountants together with the ethical requirements that are relevant to the audit of the financial statements in Romania, including Regulation (EU) No. 537/2014 and Law 162/2017.

The financial statements of the Issuer for the 6 months ended 30 June 2026 have been reviewed by KPMG Audit SRL. KPMG Audit SRL is a member of the Romanian Chamber of Auditors. KPMG Audit SRL is independent of the Issuer in accordance with the International Code of Ethics for Professional Accountants (including International Independence Standards) as issued by the International Ethics Standards Board for Accountants together with the ethical requirements that are relevant to the audit of the financial statements in Romania, including Regulation (EU) No. 537/2014 and Law 162/2017.

Issue Price and Yield

Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions. In the case of different Tranches of a Series of Notes, the purchase price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche. An indication of the yield of each Tranche of Fixed Rate Notes will be set out in the relevant Final Terms and will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

Documents on Display

Electronic copies of the following documents will be available on the website of the Issuer at https://www.electrica.ro for 12 months from the date of this Base Prospectus:

(i) the Articles of Association of the Issuer;

(ii) the Deed of Covenant;

(iii) the Agency Agreement;

(iv) this Base Prospectus;

(v) the Documents Incorporated by Reference;

(vi) any future offering circular, prospectus, information memorandum, supplement or drawdown prospectus published since the most recent base prospectus was published and any documents incorporated therein by reference; and

(vii) any Final Terms issued in respect of Notes admitted to listing and/or trading by the listing authority and/or stock exchange since the most recent base prospectus was published.

This Base Prospectus (together with any supplement to this Base Prospectus or further Base Prospectus) will be published on the website of the Luxembourg Stock Exchange at https://www.luxse.com.

Information included on any website referred to above does not form part of this Base Prospectus.

Clearing of the Notes

Either the Notes have been accepted for clearance through the Clearstream, Luxembourg and Euroclear systems (which are entities in charge of keeping the records) and/or may be accepted for clearance through the Romanian

Central Securities Depository, Depozitarul Central SA if the Notes will be listed on the Regulated Market of the Bucharest Stock Exchange (or their legal successors as the case may be). The common code for each Series of Notes allocated by Clearstream, Luxembourg and Euroclear will be contained in the relevant Final Terms, along with the International Securities Identification Number (ISIN), and, where applicable, the Classification of Financial Instruments (CFI) and the Financial Instrument Short Name (FISN) for that Series. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42, Avenue J.F. Kennedy, L-1855 Luxembourg.

The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

The following legend will appear on all Permanent Global Notes with maturities of more than 365 days and on all Definitive Notes, Coupons and Talons: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code".

Conflicts of Interest

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer, other members of the Group or their affiliates in the ordinary course of business. They have received, or may in the future receive, customary fees and commissions for these transactions. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer’s affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

ISSUER

Societatea
Energetică Electrica S.A.
Grigore Alexandrescu street, no. 9
District 1, Bucharest
010621
Romania

FISCAL AGENT, PAYING AGENT AND CALCULATION AGENT

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

REGISTRAR AND TRANSFER AGENT

Citibank Europe plc
1 North Wall Quay
Dublin 1
Ireland

ARRANGERS AND DEALERS

Banca Comerciala Romana S.A.
15D Sos. Orhideelor
The Bridge 1 Building, 2nd Floor
Bucharest 6, 060071
Romania

BNP PARIBAS
16, boulevard des Italiens
75009 Paris
France

Citigroup Global Markets Europe AG
Börsenplatz 9
60313 Frankfurt am Main
Germany

ING Bank N.V.
Bijlmerdreef 109
1102 BW Amsterdam
the Netherlands

J.P. Morgan SE
Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

UniCredit Bank GmbH
Arabellastraße 12
81925 Munich
Germany

DEALERS

BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France

BT Capital Partners S.A.
Blv 21 Decembrie 1989, no. 77 The Office Building, C-D, entrance C, 2nd floor,
Cluj-Napoca 400603
Romania

Société Générale
29, boulevard Haussmann
75009 Paris
France

LEGAL ADVISERS

To the Arrangers and Dealers as to English Law

Linklaters LLP
20 Ropemaker Street
London EC2Y 9AR
United Kingdom

To the Issuer as to English Law

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom

To the Arrangers and Dealers as to Romanian Law

Filip SCA
11 Floor, Equilibrium Building
2 Gara Herastrau Street, District 2
020334, Bucharest, Romania

To the Issuer as to Romanian Law

Dentons Europe – Zizzi si Asociatii SPARL
The Mark
84-98 Grivitei Road, District 1
010735 Bucharest, Romania

As to Romanian tax law

BDO

Victory Business Center
24 Invingatorilor Street
Sector 3, 030922
Bucharest
Romania

AUDITORS

KPMG Audit SRL
Bucharest - Ploiești Road no. 89A
Sector 1
Bucharest, Romania

LISTING AGENT

Banque Internationale à Luxembourg S.A.
69 route d'Esch
L -2953 Luxembourg
Grand Duchy of Luxembourg