Societatea Energetica Electrica S.A.

9, Grigore Alexandrescu str. 010621 District 1, Bucharest, Romania

Phone: 021-208 59 99; Fax: 021-208 59 98 Fiscal Registration Code RO 13267221 J40/7425/2000

Share capital: 3.464.435.970 RON

www.electrica.ro



To: Romanian Financial Supervisory Authority (ASF)

**Bucharest Stock Exchange (BVB)** 

**London Stock Exchange (LSE)** 

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

Report date: 27 October 2021

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

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

Phone/fax no.: **004-021-2085999/ 004-021-2085998** 

Fiscal Code: **RO 13267221** 

Trade Register registration number: **J40/7425/2000** 

Subscribed and paid in share capital: RON 3,464,435,970

Regulated market where the issued securities are traded: Bucharest Stock Exchange (BVB) and

**London Stock Exchange (LSE)** 

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 concluded by Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with Societatea Nationala Nuclearelectrica S.A. (SNN)

Electrica informs its shareholders and investors about the conclusion, on 26 October 2021, of several transactions between EFSA, Electrica's subsidiary, and SNN, that has a value that, cumulated with the rest of the transactions concluded/executed in the period 6 August – 26 October 2021, exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements for 2020, respectively exceeds the value of RON 202,466,778.

Details regarding the transactions concluded on 26 October 2021, together with the rest of the transactions already concluded in the period 6 August – 26 October 2021, containing information about the date of execution, type of transaction, description of its scope, total value of the transaction, expiry date, mutual debts and receivables, guarantees, penalties, payment due dates and methods are presented in Annex 1.

**CEO** 

Georgeta Corina Popescu

Annex 1: Details regarding the transactions concluded by EFSA with SNN in the period 6 August – 26 October 2021 of the kind listed in Art. 108 of Law No. 24/2017

Agreement Type and No., execution date	Scope of the transactions	Amount of transactions	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods	
Buyer: EFSA Seller: SNN								
Transaction ID 40404 / 6 Sept 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PC- OTC	Sell and purchase of electricity in the period 01.01.2022 – 31.12.2022	20,367.00	6 September 2021		40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the amount due, for each day of delay, starting with the first day after the due date, until the due date, inclusively. The invoice issued for the penalties due will become	Starting with the last calendar day of the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller.	
Transaction ID 40405 / 6 Sept 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PC- OTC	Sell and purchase of electricity in the period 01.01.2022 - 31.12.2022	20,367.00	6 September 2021	31 December 2021	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the amount due, for each day of delay, starting with the first day after the due date, until the due date, inclusively. The invoice issued for the	Starting with the last calendar day of the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller.	
Transaction ID 40430 / 13 Sept 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 /	Sell and purchase of electricity in the period 01.01.2022 - 31.12.2022	21,724.80	13 September 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the	Starting with the last calendar day of the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of	

04 Nov 2019, concluded on PC- OTC					basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	day after the due date, until the due date, inclusively. The invoice issued for the penalties due will become due within 5 calendar days from the issuance.	than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller.
Transaction ID 40437 / 13 Sept 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PCOTC	Sell and purchase of electricity in the period 01.01.2022 - 31.12.2022	22,776.00	13 September 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the amount due, for each day of delay, starting with the first	detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later
Transaction ID 40445 / 13 Sept 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PCOTC	Sell and purchase of electricity in the period 01.01.2022 – 31.12.2022	13,928.40	13 September 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	delay, starting with the first day after the due date, until the due date, inclusively.	the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written
Transaction ID 40552 / 12 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 /	Sell and purchase of electricity in the period 01.01.2022 - 31.12.2022	10,249.20	12 October 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the	amount of 0.03% of the	

04 Nov 2019, concluded on PC- OTC					basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	day after the due date, until the due date, inclusively.	electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller.
Transaction ID 40560 / 12 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PC- OTC	Sell and purchase of electricity in the period 01.07.2022 - 31.12.2022	12,478.03	12 October 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the amount due, for each day of delay, starting with the first	detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later
Transaction ID 40573 / 12 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PC- OTC	Sell and purchase of electricity in the period 01.01.2022 – 31.03.2022	10,687.05	12 October 2021	31 March 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	delay, starting with the first day after the due date, until the due date, inclusively.	the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written
Transaction ID 40589/12 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 /	Sell and purchase of electricity in the period 01.07.2022 - 31.12.2022	15,238.65	12 October 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the	amount of 0.03% of the	

04 Nov 2019, concluded on PC- OTC					basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	day after the due date, until the due date, inclusively. The invoice issued for the	latest on the payment deadline written on the invoice, respectively not later
Transaction ID 40591 / 12 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PC- OTC	Sell and purchase of electricity in the period 01.07.2022 - 31.12.2022	15,238.65	12 October 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the amount due, for each day of delay, starting with the first day after the due date, until the due date, inclusively. The invoice issued for the penalties due will become	Starting with the last calendar day of
Transaction ID 40592 / 12 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PC- OTC	Sell and purchase of electricity in the period 01.01.2022 – 31.03.2022	14,195.43	12 October 2021	31 March 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the amount due, for each day of delay, starting with the first day after the due date, until the due date, inclusively. The invoice issued for the penalties due will become due within 5 calendar days from the issuance.	Starting with the last calendar day of the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller.
Transaction ID 40645 / 26 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 /	Sell and purchase of electricity in the period 01.01.2022 – 31.12.2022	29,039.40	26 October 2021	31 December 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the	Starting with the last calendar day of the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of

04 Nov 2019, concluded on PC- OTC					basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	day after the due date, until the due date, inclusively. The invoice issued for the penalties due will become due within 5 calendar days from the issuance.	electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller.		
Transaction ID 40669 / 26 Oct 2021, annex to EFET contract No. 1561/19 Dec 2018 and AD 1 / 04 Nov 2019, concluded on PC- OTC	Sell and purchase of electricity in the period 01.01.2022 – 31.03.2022	11,334.75	26 October 2021	31 March 2022	40,000 (the guarantee is constituted in order to cover the transactions to be concluded on the basis of the EFET contract no. 1561 between 04.02.2020 until 15.02.2022)	the invoice on the due date, the Buyer will be obliged to pay delay penalties, in the amount of 0.03% of the amount due, for each day of delay, starting with the first day after the due date, until the due date, inclusively. The invoice issued for the penalties due will become	Starting with the last calendar day of the contractual delivery month, but not later than the tenth calendar day (10 <sup>th</sup> ) of the month following deliveries, the Seller will send to the Buyer an invoice detailing the total quantities of electricity delivered, according to the Schedule of delivery from the previous calendar month. Payment is made latest on the payment deadline written on the invoice, respectively not later than 20 calendar days from the date of receipt of the invoice, by fax or email, from the Seller.		
Beneficiary: SNN									
			T	Provi	ider: EFSA	T			
Contract 294 / 23 Aug 2004 Contract R507 / 01 Aug 2011 AA 9 / 22.07.2021	Re-invoicing – pensioners energy quota Equivalent value of electricity granted to individuals benefiting from the provisions of GD.1041/2003 and GD.1461/2003	21.93	23 August 2004	During the period GD 1041/2003 is in force, as it was completed and modified by GD 1461/2003	N/A	If the payer does not pay the value of the invoice within 30 days from the due date, he owes the provider penalties equal to the level of interest charged for late payment of debts to the state budget, for each day of delay, starting with the first day after maturity and until full payment, including the day of payment.	Beneficiary until the 16 <sup>th</sup> of the month following each month in which the electricity was invoiced to the		

Total executed amount during 6 August – 26 October 2021: RON 217,646.29 th Due and not due mutual receivables of EFSA to SNN at 25.10.2021: RON 6.60 th. Due and not due mutual debts of EFSA to SNN at 25.10.2021: 0 th