

**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: 12 November 2021**

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

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Distributie Energie Electrica Romania SA (DEER) and Electrica Furnizare SA (EFSA), subsidiaries of Societatea Energetica Electrica SA (Electrica)**

Electrica informs its shareholders and investors about the conclusion, on 10 November 2021, of several transactions between DEER and EFSA, Electrica's subsidiaries, that have a value that, cumulated with the rest of the transactions concluded/executed in the period 14 September – 10 November 2021 (respectively after the previous current report issued on 16 September 2021 on BSE – IRIS Code 077EC and on LSE – RNS code 9795L), 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 10 November 2021, which led to exceeding the threshold, 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.

Details regarding the rest of the transactions already concluded in the period 14 September – 10 November 2021, which, individually or cumulatively, did not meet the requirement provided in art. 108 of Law no. 24/2017, but which cumulated with the transaction presented in Annex 1 lead to exceeding the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements for 2020, are presented in Annex 2.

**Chief Executive Officer**  
**Georgeta Corina Popescu**

**Annex 1: Details regarding the transaction concluded by DEER and EFSA on 10 November 2021 of the kind listed in Art. 108 of Law No. 24/2017****Services provider: DEER-MN****Beneficiary: EFSA**

<b>Agreement Type and No., execution date</b>	<b>Scope of transactions</b>	<b>Amount of transactions (RON th.)</b>	<b>Invoice Number / Date</b>	<b>Date of entry into force</b>	<b>Expiry date</b>	<b>Guarantees (RON th.)</b>	<b>Penalties</b>	<b>Payment due dates and payment methods</b>
R102263/30 Mar 2016	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	40,200.54	7190002247/ 10.11.2021; 7190002248/ 10.11.2021; 7190002249/ 10.11.2021; 7190002250/ 10.11.2021;	1 April 2016	indefinite	N/A	In case of not fulfilling the payment obligations within 30 days from invoice's due date, the supplier will pay, in addition to the amount due, a penalty interest corresponding as a percentage of interest due for not paying the obligations to the state budget in due time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive). The total value of the penalty interest may not exceed the value of the amount due.	Issuance of the invoice with the payment amount for the concluded contractual month is made in the first 10 working days of the month following each contractual month. Payment is made within 10 working days from the date of issuing the invoice, in case of its communication by e-mail, or within 10 days from the date of sending the invoice, otherwise.
<b>Transactions total amount (RON th.):</b>		<b>40,200.54</b>						

**Due and not due mutual debts of EFSA to DEER at 09.11.2021: RON 170,677.18 th.****Due and not due mutual debts of DEER to EFSA at 09.11.2021: RON 1,689.06 th.**

**Annex 2:**

**Details regarding the transactions concluded by DEER and EFSA in the period 14 September – 10 November 2021 of the kind listed in Art. 108 of Law No. 24/2017**

Agreement Type and No., execution date	Scope of transactions	Amount (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
<b>Services provider: DEER-TN</b> <b>Beneficiary: EFSA</b>							
30275/30 Sept 2015	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	143.66	1 October 2015	indefinite	N/A	In case of not fulfilling the payment obligations within 30 days from invoice's due date, the supplier will pay, in addition to the amount due, a penalty interest corresponding as a percentage of interest due for not paying the obligations to the state budget in due time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive). The total value of the penalty interest may not exceed the value of the amount due.	Issuance of the invoice with the payment amount for the concluded contractual month is made in the first 10 working days of the month following each contractual month. Payment is made within 10 working days from the date of issuing the invoice, in case of its communication by e-mail, or within 10 days from the date of sending the invoice, otherwise.
33802/1 Jul 2015			1 July 2015				
43670/17 Nov 2015			1 December 2015				
426/SM/30 Dec 2015			1 January 2016				
10019 BN/1 Oct 2015			1 October 2015				
71107/11 Aug 2015			1 September 2015				
32476/9 Dec 2015	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	724.70	1 January 2016	indefinite	N/A	In case of not fulfilling the payment obligations within 30 days from invoice's due date, the supplier will pay, in addition to the amount due, a penalty interest corresponding as a percentage of interest due for not paying the obligations to the state budget in due time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive). The total value of the penalty interest may not exceed the value of the amount due.	Issuance of the invoice with the payment amount for the concluded contractual month is made in the first 10 working days of the month following each contractual month. Payment is made within 10 working days from the date of issuing the invoice, in case of its communication by e-mail, or within 10 days from the date of sending the invoice, otherwise.
33799/1 Jul 2015			1 July 2015				
43264/20 Oct 2015			1 November 2015				
425/SM/23 Dec 2015			1 January 2016				
10018 BN/1 Jul 2015			1 July 2015				
70866 /1 Jul 2015			1 July 2015				

425/SM/23 Dec 2015	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO	1.33	1 January 2016	indefinite	N/A	Penalty interest corresponding as a percentage of the interest due for non-payment on time of the obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The invoice is issued with the payment amount for the concluded contractual month is made in the first 10 working days of the month following each contractual month. Payment is made within 10 working days from the date of issuing the invoice.
103 / 10 Mar 2016	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	71,198.95	1 April 2016	indefinite	N/A	In case of not fulfilling the payment obligations within 30 days from invoice's due date, the supplier will pay, in addition to the amount due, a penalty interest corresponding as a percentage of interest due for not paying the obligations to the state budget in due time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive). The total value of the penalty interest may not exceed the value of the amount due.	Issuance of the invoice with the payment amount for the concluded contractual month is made in the first 10 working days of the month following each contractual month. Payment is made within 10 working days from the date of issuing the invoice, in case of its communication by e-mail, or within 10 days from the date of sending the invoice, otherwise.
	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO	6.11				If the supplier does not pay the invoices related to the EDN intervention services within 30 days from the due date, the distribution operator will claim delay penalties of 0.01% for each day of delay, calculated at the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties may not exceed the amount due.	Payment is made within 30 calendar days from the date of issuing the invoice

Convention 50277/22 Feb 2016; AD 53229 A/20 Oct 2020 – Bistrita	Re-invoicing utilities expenses	14.20	1 January 2016	31 December 2023	N/A	For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of 0.03% applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt	Payment is made within 10 calendar days from the date of registration of the invoice to the tenant
Convention 30728/22 Feb 2016, AD. 4/56021/7 Oct 2020 – Oradea		12.03	1 January 2016			Non-payment of the invoice within 30 days from the due date authorizes the lessor to request late-payment penalties equal to the late-payment penalties due for not paying the tax obligations to the state budget in due time, applied to the amount due for each day of delay, starting with day following the due date and until the date of settlement of the amount due, exclusively. The value of the penalties may not exceed the value of the outstanding debt.	
Convention E12.2.59/8 Mar 2011 – Oradea – utilities breakdown Oradea building - headquarters		4.57	1 February 2011				
Convention 60380/22 Feb 2016, AD SM 63761A/ 16 Dec 2020 - Satu Mare		15.59	1 January 2016				
Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare		6.70	1 January 2017				
Convention 17/ 28 Feb 2019 - Cluj		16.64	1 March 2019				
Convention 70022/5 Jan 2017, AD 71117A/1267/18 Jul 2018 – Zalau		1.78	1 January 2017			For delays in the payment of the invoice of more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay late payment penalties of 0.03% applied to the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not exceed the value of the outstanding debt	

<b>Services provider: DEER-TS</b> <b>Beneficiary: EFSA</b>							
C-3831/D/700/ 15 Mar 2016 and AD8/18 Jun 2020	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	66,421.01	1 April 2016	indefinite	N/A	In case of not fulfilling the payment obligations within 30 days from invoice's due date, the supplier will pay, in addition to the amount due, a penalty interest corresponding as a percentage of interest due for not paying the obligations to the state budget in due time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive). The total value of the penalty interest may not exceed the value of the amount due.	Issuance of the invoice with the payment amount for the concluded contractual month is made in the first 10 working days of the month following each contractual month. Payment is made within 10 working days from the date of issuing the invoice, in case of its communication by e-mail, or within 10 days from the date of sending the invoice, otherwise.
C-3831/D/700/ 15 Mar 2016 and AD 2/1 Aug 2016	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as distribution operator	8.68				If the supplier does not pay the invoices related to the EDN intervention services within 30 days from the due date, the distribution operator will claim delay penalties of 0.01% for each day of delay, calculated at the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties may not exceed the amount due.	Payment is made within 30 calendar days from the date of issuing the invoice.

C 22/15 Feb 2018; AA4 /15 Feb 2018 C 61/4 Apr 2018 C 1466/27 Mar 2018	Providing the representation service as Balancing Responsible Party	1,992.64	15 February 2018	indefinite	N/A	<p>If due to his sole fault the Provider fails to fulfill its obligations under the contract, the Purchaser has the right to deduct from the tariff established by the contract an amount equal to a percentage of 1.5% of the tariff established according to Annex 2.</p> <p>If the Purchaser does not fulfill any payment obligation arising under the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage for each day of delay is that of the interest due for not paying on time the obligations for the state budget.</p> <p>The same penalties will be charged for any amounts due by the Purchaser based on the contract.</p>	The invoice will be paid by the provider / purchaser within 3 financial days from the date of its receipt
C-1345/I/7000/23 Jan 2019; AD2/18 Dec 2020	Re-invoicing buildings rental services	70.38	1 January 2019	31 December 2023	N/A	<p>In case of not fulfilling the payment obligations on the due date, the tenant has the obligation to pay, as penalties, an amount equivalent to 0.02% of the unpaid amount on time, for each day of delay, starting with the next day after the due date until actual payments.</p>	Payment is made within 10 working days from the date of registration of the invoice by the tenant.
C-320/14 Sept 2007; AD54/30 Dec 2020	Re-invoicing telecommunications services	-3.86	14 September 2007	30 June 2021	N/A	<p>If the beneficiary does not pay the invoices until the due date, he has the obligation to pay, as penalties, an amount equivalent to the percentage of interest due for not paying the obligations to the state budget in due time, to the amount not paid on time for each day of delay starting with the next day of the due date until the date of the actual payment, inclusive. The amount of the penalties may not exceed the amount on which it is calculated.</p>	Payment is made within 10 working days from the date of registration of the invoice by the Beneficiary

Services provider: DEER-MN Beneficiary: EFSA							
R102263/30 Mar 2016	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	38,486.06	1 April 2016	indefinite	N/A	In case of not fulfilling the payment obligations within 30 days from invoice's due date, the supplier will pay, in addition to the amount due, a penalty interest corresponding as a percentage of interest due for not paying the obligations to the state budget in due time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive). The total value of the penalty interest may not exceed the value of the amount due.	Issuance of the invoice with the payment amount for the concluded contractual month is made in the first 10 working days of the month following each contractual month. Payment is made within 10 working days from the date of issuing the invoice, in case of its communication by e-mail, or within 10 days from the date of sending the invoice, otherwise.
						If the supplier does not pay the invoices issued by the distribution operator within 30 days from the due date, the distribution operator will claim delay penalties of 0.01% for each day of delay, calculated at the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties may not exceed the amount due.	Payment is made within 30 days from the date of issuing the invoice.



2630/01 Mar 2018	Re-invoicing common expenses	8.75	1 March 2018	indefinite	N/A	0.001% of the amount not paid on time, calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive). The value of the penalties may not exceed the amount due	Payment is made within 60 calendar days from the date of registration of the invoice by the beneficiary
17831/17 Feb 2020	Re-invoicing common expenses	2.68	1 February 2020	indefinite	N/A	N/A	N/A
26497/10 Mar 2020							
10335/01 Aug 2007	Re-invoicing common expenses	13.23	1 August 2007	31 July 2022	N/A	For delays in paying the invoices, the beneficiary will pay penalties of 0.1%/day of delay, starting with the first day after the due date until the day of payment (exclusive)	Payment is made within 30 days from the date of registration of the invoice by the beneficiary
<b>Services provider: EFSA</b> <b>Beneficiary: DEER-TN</b>							
22/15 Feb 2018; AD 4/16 Dec 2019; AD 5/31 Dec 2020	Providing the representation service as Balancing Responsible Party	5,487.99	1 January 2018	31 December 2021 with automatic extension for periods of 12 months according to AD 4/16 Dec 2019	N/A	If, through his sole fault, the Provider fails to fulfill its obligations under the contract, the Buyer has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1.5% of the monthly tariff established.	Payment is made within 3 working days from the date of receipt of the invoice
Convention 72/26 Jan 2017, AD 2/1 Mar 2019, referring to rental services contract 885/31 Dec 2015	Re-invoicing common expenses	1.84	1 January 2017	31 December 2023	N/A	For delays in the payment of the invoice for more than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, delay penalties of 0.03% applied on the amount due, for each calendar day of delay, starting with the first day after the due date. The value of the penalties may not exceed the value of the outstanding debt.	Payment is made within 10 days from the date of registration of the invoice with the tenant
Convention 13/2 Feb 2017 referring to rental services contract 885/31 Dec 2015	Re-invoicing common expenses	0.08	1 January 2017	31 December 2023	N/A	N/A	Payment is made within 10 days from the date of registration of the invoice with the tenant

Convention 21/18 Feb 2010	Re-invoicing common expenses - water/sewage	0.05	19 January 2010	indefinite	N/A	Failure to pay the invoice within 10 days from the due date, authorizes the Owner to receive late-payment penalties equal to the level of late-payment penalties charged by Compania de Apa Oradea, applied to the amount due for each day of delay, starting with the day after the due date and until the date of settlement of the amount due, exclusively.	The due date of the invoice is 10 days from the date of registration of the invoice at DEER - TN.
<b>Services provider: EFSA</b> <b>Beneficiary: DEER-TS</b>							
876/31 Dec 2015, AD 3/18 Jan 2019	Re-invoicing utilities expenses	12.43	1 January 2016	31 December 2023	N/A	In case of failure to pay the obligations on the due date, the tenant has the obligation to pay, as penalties, an amount equivalent to 0.02% of the amount not paid on time, for each day of delay, starting with the day after the due date, until on the date of actual payment.	Payment of the invoice will be made by transfer within 10 working days from the date of registration of the invoice by the tenant
<b>Services provider: EFSA</b> <b>Beneficiary: DEER</b>							
268/29 Aug 2007; AD 16/18 Feb 2020 – TN	Re-invoicing – pensioners energy quota Equivalent value of electricity granted to individuals benefiting from the provisions of GD.1041/2003 and GD.1461/2003	187.14	1 August 2017	During the period GD 1041/2003 is in force, as it was completed and modified by GD 1461/2003	N/A	If the beneficiary does not pay the value of the invoices within 30 calendar days from the due date, the beneficiary owes the supplier penalties of 0.04% for each day of delay, starting with the 31st day from the due date and until full payment of the invoice. The value of the penalties may not exceed the value of the amount paid.	The payment of the issued invoices is made, by legal instruments, within 30 days from their registration to the beneficiary.
C49/7 Sept 2007; AD 139/1 Sept 2020 - TS						If the beneficiary does not pay the value of the invoices within the stipulated terms, he owes the supplier penalties in the amount equal to the one provided for failing to pay the obligations to the State Budget for each day of delay, starting with the due date and until full receipt of the invoice. The	The payment of the equivalent value of the invoice will be made through the legal modalities, within the deadline of 30 calendar days from the receipt at the payer's headquarters. In case

						amount of the penalties may not exceed the value of the amount on which they were calculated.	of payment of the invoice by bank instruments, the date of payment will be considered the date of registration of the amount at the bank where the payment was made. In case of payment by clearing, the payment date will be considered the date of completion of the clearing documents.
R84/31 Aug 2007; AD 8/15 Jan 2020 - MN						If the payer does not pay the invoice within 30 days from the due date, he owes the provider penalties of 0.1% for each day of delay, starting with the first day after the due date and until full payment, including the day of payment. The amount of the penalties will not exceed the value of the invoice.	Payment of the invoice will be made by legal means within the deadline of 30 calendar days from the date of registration of the invoice at the payer's premises.

**Total executed amount during 14 September – 10 November 2021, based on contract without fix value: RON 184,835.36 th.**

**Due and not due mutual debts of EFSA to DEER at 09.11.2021: RON 170,677.18 th.**

**Due and not due mutual debts of DEER to EFSA at 09.11.2021: RON 1,689.06 th.**