

**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: 16 December 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 Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with Transelectrica S.A. (TEL)**

Electrica informs its shareholders and investors about the conclusion, on 14 December 2021, of several transactions between EFSA, Electrica's subsidiary, and TEL, whose value, cumulated with the rest of the transactions concluded/executed in the period 24 August – 14 December 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 14 December 2021 by EFSA with TEL, together with the rest of the transactions already concluded in the period 24 August – 14 December 2021, which, individually or cumulatively, did not meet the requirement provided in art. 108 of Law no. 24/2017, 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.

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

**Annex 1: Details regarding the transactions concluded between 24 August – 14 December 2021 by EFSA with TEL of the kind listed in Art. 108 of Law No. 24/2017**

Agreement Type and No., execution date	Scope of the agreement	Amount of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
<p style="text-align: center;"><b>Buyer: EFSA</b> <b>Provider: TEL</b></p>							
Convention No. 416 / 20 Dec 2013  Add. 1/ 28 Dec 2018	Electricity transport and system services	90,189.64	1 January 2014	31 December 2023	27,506	In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due	Payment is made within a maximum of 10 days from receipt of the invoice
Convention No. 275 / 19 Oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	46,129.98	1 September 2020	Undetermined until its termination by any of the parties	10,583	In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice

Contract 35 / 12 Feb 2021	Contribution to high efficiency cogeneration	55,445.50	12 February 2021	18 months from the date of termination of state aid established by Government Decision no. 1215/2009	N/A	In case of non-payment of due invoices, the guilty party has the obligation to pay penalty interest charged for late payment, equal to the level of delay interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until on the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The contributor pays the invoices sent by the administrator of the support scheme within 7 days from their receipt, but not later than the 20 <sup>th</sup> day of each month following the month of the consumption.
<p align="center"><b>Buyer: TEL</b> <b>Provider: EFSA</b></p>							
Convention No. 275 / 19 Oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	13,661.44	1 September 2020	Undetermined until its termination by any of the parties	N/A	In case of non-payment of invoices on time, Transelectrica pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from the date of issuing the invoice
Contract no. 321 / 20 Jul 2004 - TN Add. no. 15 / 30 Jul 2020	Re-invoicing pensioners	16.94	20 July 2004	During GD 1041/2003 and GD 1461/2003	N/A	If the beneficiary does not pay the value of the invoices within 30 days from the due date, he owes penalties in the amount of 0.05% for each day of delay, starting with the 31 <sup>st</sup> day and until full payment of the invoice. The amount of the penalties cannot exceed the value of the invoice.	Payment is made until the 25 <sup>th</sup> of the month following the reference month.
Contract no. 575 / 06 Nov 2017 – MN Add. no. 2/ 18 Apr 2019			7 November 2017			If the payer does not pay the value of the invoices within 30 days from the due date, he owes 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 payment in full, including the day of payment. The amount of the penalties cannot exceed the value of the invoice.	Payment is made within 30 calendar days from the date of issuance of the invoice.

Convention 254 / 24 Apr 2021	Re-invoicing utilities	28.65	1 March 2021	28 February 2022	N/A	If the invoices are not honored within the stipulated term, the supplier is entitled to claim penalties of 0.02% for each day of delay, calculated at the amount of the unpaid amount. The value of the calculated penalties may not exceed the amount of the unpaid amount	The payment term is 15 days from the date of registration of the documents re-invoiced by CN de Transport a Energiei Electrice Transselectrica SA.
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**Total executed amount during 24 August – 14 December 2021: RON 205,472.15 th.**

**Due and not due mutual receivables of EFSA to TEL at 13.12.2021: RON 26,105.81 th.**

**Due and not due mutual debts of EFSA to TEL at 13.12.2021: RON 3.99 th.**