

**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: 15 February 2022**

**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 11 February 2022, of one transaction between DEER and EFSA, Electrica's subsidiaries, that has a value that, cumulated with the rest of the transactions concluded/executed in the period 12 January – 11 February 2022 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 transaction concluded on 11 February 2022, 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 12 January – 11 February 2022, 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.

**f. Chief Executive Officer**  
**Stefan Frangulea**

**Annex 1: Details regarding the transaction concluded by DEER and EFSA on 11 February 2022 of the kind listed in Art. 108 of Law No. 24/2017****Services provider: DEER****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>  |
|---|---|---|------------------------------|---------------------------------|--------------------|-----------------------------|--|---|
| C-19840/9 Jun 2021                            | 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 | 31,862.25                               | 7190002481/<br>11.02.2022    | 1 July 2021                     | indefinite         | N/A                         | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of 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 in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice. |
| <b>Transactions total amount (RON th.):</b>   |   | <b>31,862.25</b>                        |                              |                                 |                    |                             |  |   |

**Due and not due mutual debts of EFSA to DEER at 10.02.2022: RON 145,733.33 th.****Due and not due mutual debts of DEER to EFSA at 10.02.2022: RON 3,062.00 th.**

**Annex 2:**

**Details regarding the transactions concluded by DEER and EFSA in the period 12 January – 11 February 2022 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><br><b>Beneficiary: EFSA</b> |  |                  |                          |             |                      |   |   |
| C-19840/9 Jun 2021  | 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                        | 41,576.34        | 1 July 2021              | indefinite  | N/A                  | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of 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 in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice. |
|   | 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 | 171.04           |                          |             |                      |   |   |

|   |                                 |       |                    |                        |     |   |  |
|---|---------------------------------|-------|--------------------|------------------------|-----|---|--|
| Convention 50277/22<br>Feb 2016; AD 53229<br>A/20 Oct 2020 –<br>Bistrita                                    | Re-invoicing utilities expenses | 16.25 | 1 January<br>2016  | 31<br>December<br>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<br>Feb 2016, AD.<br>4/56021/7 Oct 2020 –<br>Oradea                                      |                                 | 1.01  | 1 January<br>2016  |                        |     |   |  |
| Convention<br>E12.2.59/8 Mar 2011<br>– Oradea – utilities<br>breakdown Oradea<br>building -<br>headquarters |                                 | 9.45  | 1 February<br>2011 |                        |     | 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 60380/22<br>Feb 2016, AD SM<br>63761A/ 16 Dec 2020<br>- Satu Mare                                |                                 | 4.22  | 1 January<br>2016  |                        |     | 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  |  |
| Convention 1193/9<br>Jan 2017, AD3/21<br>Sept 2019 - Baia<br>Mare   |                                 | 10.19 | 1 January<br>2017  |                        |     |   |  |
| Convention 17/ 28<br>Feb 2019 - Cluj  |                                 | 11.59 | 1 March<br>2019    |                        |     |   |  |
| Convention 70022/5<br>Jan 2017, AD<br>71117A/1267/18 Jul<br>2018 – Zalau                                    |                                 | 2.95  | 1 January<br>2017  |                        |     |   |  |

| <b>Services provider: DEER-TS</b><br><b>Beneficiary: EFSA</b> |  |           |                |                  |     |   |  |
|---|--|-----------|----------------|------------------|-----|---|--|
| C-19840/9 Jun 2021  | 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                        | 40,644.01 | 1 July 2021    | indefinite       | N/A | In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of 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 in the first working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice. |
|   | 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 | 281.26    |                |                  |     |   |  |
| C-1345/I/7000/23 Jan 2019; AD2/18 Dec 2020                    | Re-invoicing common expenses   | 70.23     | 1 January 2019 | 31 December 2023 | N/A | 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.  | Payment is made within 10 working days from the date of registration of the invoice by the tenant.   |

|  |  |           |                        |            |     |   |   |
|--|--|-----------|------------------------|------------|-----|---|---|
| C 22/15 Feb 2018;<br>AA4 /15 Feb 2018<br>C 61/4 Apr 2018<br>C 1466/27 Mar 2018       | Providing the representation<br>service as Balancing<br>Responsible Party  | 12,412.95 | 15<br>February<br>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   |
| <p align="center"><b>Services provider: DEER-MN</b><br/><b>Beneficiary: EFSA</b></p> |  |           |                        |            |     |   |   |
| C-19840/9 Jun 2021   | Providing electricity<br>distribution service by the<br>distribution operator for users,<br>end customers of the supplier,<br>whose installations are<br>connected to the electricity<br>network of the distribution<br>operator                           | 61,506.09 | 1 July 2021            | indefinite | N/A | <p>In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of 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.</p>  | The invoice is issued in the 10 first working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice. |
|  | Providing electricity<br>distribution service by the<br>distribution operator for users,<br>end customers of the supplier,<br>whose installations are<br>connected to the electricity<br>network of the distribution<br>operator - other services as<br>DO | 583.60    |                        |            |     |   |   |

|   |   |           |                 |  |     |  |   |
|---|---|-----------|-----------------|--|-----|--|---|
| 2630/01 Mar 2018  | Re-invoicing common expenses  | 0.76      | 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  | 1.37      | 1 February 2020 | indefinite   | N/A | N/A  | N/A   |
| 26497/10 Mar 2020   |   |           |                 |  |     |  |   |
| R4990/31 Oct 2012, AD 18/30 Dec 2020  | Re-invoicing IT services  | 3.29      | 1 November 2012 | 30 June 2021   | N/A | If the beneficiary does not pay the invoices issued by the provider within 30 days from the due date, the Provider is entitled to claim penalties of 0.04% per day of delay, calculated at the unpaid amount. The value of the calculated penalties may not exceed the amount due  | Payment is made within 60 days from the date of registration of the invoice by Re the beneficiary       |
| <b>Services provider: EFSA</b><br><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 | 40,997.26 | 1 January 2018  | 31 December 2022 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  | 0.90      | 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                | 0.04 | 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 | 0.03 | 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><br><b>Beneficiary: DEER-TS</b>                  |   |      |                 |                  |     |  |   |
| 876/31 Dec 2015, AD 3/18 Jan 2019  | Re-invoicing utilities expenses             | 7.52 | 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 |

**Total executed amount during 12 January – 11 February 2022: RON 198,312.35 th.**

**Due and not due mutual debts of EFSA to DEER at 10.02.2022: RON 145,733.33 th.**

**Due and not due mutual debts of DEER to EFSA at 10.02.2022: RON 3,062.00 th.**