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: 12 April 2022

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 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 April 2022, of two 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 12 February – 11 April 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 transactions concluded on 11 April 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 February – 11 April 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.

Chief Executive Officer Georgeta Corina Popescu

Annex 1: Details regarding the transaction concluded by DEER and EFSA on 11 April 2022 of the kind listed in Art. 108 of Law No. 24/2017

Agreement Type and No., execution date	Scope of transactions	Amount of transactions (RON th.)	Invoice Number / Date	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods		
Services provider: DEER-TN  Beneficiary: EFSA										
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	37,366	AFFTN9710009 727/11.04.2022	Beneficia		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 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 /		
			S	ervices provi Beneficia		t-TS				
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	38,975.52	7190010893/ 11.04.2022	1 July 2021		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 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 /		
Transactions to	otal amount (RON th.):	76,341.52								

Due and not due mutual debts of EFSA to DEER at 08.04.2022: RON 195,131.47 th. Due and not due mutual debts of DEER to EFSA at 08.04.2022: RON 6,239.80 th.

Annex 2: Details regarding the transactions concluded by DEER and EFSA in the period 12 February – 11 April 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			
	Services provider: DEER-TN Beneficiary: EFSA									
C-19840/9 Jun	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	40,413.84				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 line the first 10 days of the method that the previous and is sent at the days of the method.	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			
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 - other services as DO	204.36	1 July 2021	indefinite	N/A	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.	following the issuance of the invoice, by email. Payment is made within 10 working days from the date of issuance / transmission of the invoice.			

Convention 50277/22 Feb 2016; AD 53229 A/20 Oct 2020 – Bistrita Convention 30728/22 Feb 2016, AD. 4/56021/7 Oct	Re-invoicing utilities expenses	Re-invoicing utilities expenses	60.66 1.79	1 January 2016 1 January 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 E12.2.59/8 Mar 2011 – Oradea – utilities breakdown Oradea building - headquarters			19.55	1 February 2011	31 December 2023	N/A	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.	Payment is made within 10 calendar days from the date of registration of the invoice to the tenant
Convention 60380/22 Feb 2016, AD SM 63761A/16 Dec 2020 - Satu Mare		41.74	1 January 2016			For delays in the payment of the invoice		
Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare		24.65	1 January 2017			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		
Convention 17/ 28 Feb 2019 - Cluj		49.43	1 March 2019			the amount due for each calendar day of delay, starting with the first day after due date. The value of the penalties will not		
Convention 70022/5 Jan 2017, AD 71117A/1267/18 Jul 2018 – Zalau		6.83	1 January 2017			exceed the value of the outstanding debt		

	Services provider: DEER-TS Beneficiary: EFSA										
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	41,015.16	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-working day following					
	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	205.51				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 issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice.					
C- 1345/I/7000/23 Jan 2019; AD2/18 Dec 2020	Re-invoicing buildings rental services	183.65	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.					

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	21,745.27	15 February 2018	indefinite	N/A	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.  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.  The same penalties will be charged for any amounts due by the Purchaser based on the contract.	The invoice will be paid by the provider / purchaser within 3 financial days from the date of its receipt
				iciary: EFSA	X-1V11N		
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	47,085.03	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	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
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 - other services as DO	315.95	1 July 2021			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.	Payment is made within 10 working days from the date of issuance /

2630/01 Mar 2018	Re-invoicing common expenses	10.42	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 26497/10 Mar 2020	Re-invoicing common expenses	1.42	1 February 2020	indefinite	N/A	N/A	N/A
10335/01 Aug 2007	Re-invoicing common expenses	50.86	1 August 2007	31 July 2022	N/A	For delays in paying the invoices, the beneficiary will pay penalities 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
R4990/31 Oct 2012, AD 18/30 Dec 2020	Re-invoicing IT services	22.61	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
				provider: EFS			
			Benefici	ary: DEER-T	N	1	
22/15 Feb 2018; AD 4/16 Dec 2019; AD 5/31 Dec 2020	Providing the representation service as Balancing Responsible Party	17,762.10	1 January 2018	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	1.99	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	0.10	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.	invoice is 10 days from the date of registration of the invoice at DEER -
				provider: EF; ary: DEER-T			
876/31 Dec 2015, AD 3/18 Jan 2019	Re-invoicing utilities expenses	28.61	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 February – 11 April 2022: RON 169,251.58 th. Due and not due mutual debts of EFSA to DEER at 08.04.2022: RON 195,131.47 th. Due and not due mutual debts of DEER to EFSA at 08.04.2022: RON 6,239.80 th.