

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 May 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 23 May 2022, of one transaction 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 April – 23 May 2022 exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements for 2021, respectively exceeds the value of RON 206,175,420.

Details regarding the transaction concluded on 23 May 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 April – 23 May 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 2021, are presented in Annex 2.

CEO
Alexandru-Aurelian Chirita

Annex 1: Details regarding the transaction concluded by DEER and EFSA on 23 May 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.)	Invoice Number / Date	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Services provider: EFSA Beneficiary: DEER-TN								
22/15 Feb 2018; AD 4/16 Dec 2019; AD 5/31 Dec 2020	Providing the representation service as Balancing Responsible Party	66,164.22	9872/23.05.2022	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
Transactions total amount (RON th.):		66,164.22						

Due and not due mutual debts of EFSA to DEER at 20.05.2022: RON 364,942.73 th.

Due and not due mutual debts of DEER to EFSA at 20.05.2022: RON 14,763.73 th.

Annex 2:

Details regarding the transactions concluded by DEER and EFSA in the period 12 April – 23 May 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 Beneficiary: EFSA							
Transaction of 10 Mar 2022, AA1 / 14 Apr 2022	IT and Communications services	1,818.99	14 April 2022	10 May 2022	N/A	N/A	EFSA undertakes to pay the amount of RON 1,818,991.93 within 15 days from the date of closing this transaction
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	38,346.86	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	14.62					

Convention 30728/22 Feb 2016, AD. 4/56021/7 Oct 2020 – Oradea	Re-invoicing utilities expenses	25.28	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 E12.2.59/8 Mar 2011 – Oradea – utilities breakdown Oradea building - headquarters		14.57	1 February 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 Feb 2016, AD SM 63761A/ 16 Dec 2020 - Satu Mare		5.38	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 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare		2.19	1 January 2017				
Convention 17/ 28 Feb 2019 - Cluj		23.70	1 March 2019				
Convention 70022/5 Jan 2017, AD 71117A/1267/18 Jul 2018 – Zalau		5.07	1 January 2017				
Note no. CJ11179/17.05.2022 no. 111801/ 17.05.2022 no. 111806/ 17.05.2022 no. 111810/ 17.05.2022 no. 114848/ 19.05.2022 no. 115298/ 19.05.2022	Network intervention for direct client tax	4.99	N/A	N/A	N/A	N/A	Payment is made within 10 working days from the date of issuing of the invoice

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	43,496.74	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	17.18					
C-1345/I/7000/23 Jan 2019; AD2/18 Dec 2020	Re-invoicing buildings rental services	87.90	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; AA4 /15 Feb 2018 C 61/4 Apr 2018 C 1466/27 Mar 2018	Providing the representation service as Balancing Responsible Party	75.07	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
<p align="center">Services provider: DEER-MN Beneficiary: EFSA</p>							
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	92,366.34	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 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	33.06					

2630/01 Mar 2018	Re-invoicing common expenses	0.39	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
C37109/ 28 Feb 2022	Re-invoicing common expenses	1.40	1 March 2022	indefinite	N/A	For delays in paying the invoices, the beneficiary will pay penalties of 0.01%/day of delay, starting with the first day after the due date until the day of payment (exclusive)	Payment is made within 60 days from the date of registration of the invoice by the beneficiary
Services provider: EFSA Beneficiary: DEER-TN							
22/15 Feb 2018; AD 4/16 Dec 2019; AD 5/31 Dec 2020	Providing the representation service as Balancing Responsible Party	28,974.80	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	0.99	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	0.04	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	0.02	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.
Services provider: EFSA Beneficiary: DEER-TS							
876/31 Dec 2015, AD 3/18 Jan 2019	Re-invoicing utilities expenses	31.55	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 April – 23 May 2022: RON 205,347.13 th.

Due and not due mutual debts of EFSA to DEER at 20.05.2022: RON 364,942.73 th.

Due and not due mutual debts of DEER to EFSA at 20.05.2022: RON 14,763.73 th.