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: 13 July 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 12 July 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 24 May – 12 July 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 in the period 24 May – 12 July 2022, which cumulatively meet the requirement provided in art. 108 of Law no. 24/2017, respectively leed to exceeding the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements for 2021, are presented in the Annex of this report. This Annex contais 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.

Chief Executive Officer Alexandru-Aurelian Chirita

## Annex: Details regarding the transactions concluded by DEER and EFSA in the period 24 May – 12 July 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 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  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	74.73	1 July 2021	indefinit e	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.	following the issuance of the invoice, by e-	

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
Convention nr.50277/22 feb 2016, AD nr .53229 A/20.10.2020 - Bistrita	Re-invoicing utilities expenses		1 January 2016		N/A 1	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	f more has the ation to d to the starting e of the of the finance has the ation to d to the starting e of the of the finance has the ation to d to the starting e of the
Convention 30728/22 Feb 2016, AD. 4/56021/7 Oct 2020 – Oradea			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  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 registr	
Convention E12.2.59/8 Mar 2011 – Oradea – utilities breakdown Oradea building - headquarters		1 Febru 201  1 Janu 201  1 Janu 201  1 March  1 Janu	1 February 2011	31 Decemb er 2023			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			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	
Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare			1 January 2017				
Convention 17/ 28 Feb 2019 - Cluj			1 March 2019	-			
Convention 70022/5 Jan 2017, AD 71117A/1267/18 Jul 2018 – Zalau			1 January 2017			outstanding debt	

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			
N/A	Works for NPM cond., COR Bistrita maneuvers	0.34	N/A	N/A	N/A	N/A	30 days			
	Services provider: DEER-TS									
	Beneficiary: EFSA									
	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	79,764.74		indefinit	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	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			
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 other services as DO	49.89	1 July 2021	e	IVA	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.	invoice, by e-mail.			

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
C 22/15 Feb 2018 C 61/04 Apr 2018 C 1466/27 Mar 2018 AA1 la C 22/15 Feb 2018 AA2 la C 22/15 Feb 2018 AA3 la C 22/15 Feb 2018 AA4 la C 22/15 Feb 2018 AA5 la C 22/15 Feb 2018 AA6 la C 22/15 Feb 2018 AA7 la C 22/15 Feb 2018	Providing the representation service as Balancing Responsible Party	14,251.91	15 February 2018	indefinit e	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
					: DEER-MN		
	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	46.508,92		indefinit		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	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
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 - other services as DO	63.60	1 July 2021	indefinit e	N/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 issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice.

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
2630/01 Mar 2018	Re-invoicing common expenses (security services)	0.22	1 March 2018	indefin ite	N/A	0.01% 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
10335/01 Aug 2007	Income from re- invoicing common expenses	8.81	1 August 2007	indefin ite	N/A	For delays in paying the invoices, the beneficiary will pay penalities 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
C37109/ 28 Feb 2022	Re-invoicing common expenses	2.02	1 March 2022	indefin ite	N/A	For delays in paying the invoices, the beneficiary will pay penalities of 0.02%/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
				ces provid eficiary: D	ler: EFSA		
22/15 Feb 2018 AD 4/16 Dec 2019 AD 5/31 Dec 2020 AD 6/01 Feb 2021 AD 7/03 Jun 2021	Providing the representation service as Balancing Responsible Party	8,571.31	1 January 2018	31 Dec 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.	3 working days from the date of receipt of the
Convention 72/26 Jan 2017, AD 2/1 Mar 2019, referring to rental services contract 885/31 Dec 2015	Re-invoicing common expenses	8.02	1 January 2017	31 Dec 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.	10 days from the date of registration of the

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
Convention 13/2 Feb 2017 referring to rental services contract 885/31 Dec 2015	Re-invoicing common expenses	2.26	1 January 2017	31 Dec 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	indefinit e	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.
					der: EFSA		
			Bene	eficiary: L	DEER-TS		
876/31 Dec 2015, AD 3/18 Jan 2019	Re-invoicing utilities expenses	9.47	1 January 2016	31 Dec 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.	will be made by transfer within 10 working days from the date of
		l	Servi	ces provio	ler: EFSA		
		В	eneficiary: DE	ER-TN, D	EER-TS, DE		
268 / 29 Aug 2007; AD 16 / 18 Feb 2020 (TN)  C49 / 07 Sep 2007; AD 138 / 03 Aug 2020 (TS)  R84 / 31 Aug 2007; AD 8 / 15 Ian 2020 (MN)	Re-invoicing – energy quota pensioners; Energy for individuals under the provisions of HG.1041/2003 and HG.1461/2003	886.50	1 August 2007	For the duration of HG 1041/20 03 and HG 1461/20 03	N/A	<ul> <li>If the beneficiary does not pay the value of the invoices within 30 calendar days from the due date set, the beneficiary owes the supplier penalties as follows:</li> <li>in the amount of 0.04% for each day of delay (TN)</li> <li>in an amount equal to the one provided for non-payment of obligations to the State Budget for each day of delay (TS)</li> <li>in the amount of 0.1% for each day of delay (MN)</li> <li>starting with the 31st day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the amount paid.</li> </ul>	Payment of the invoice will be made by transfer within 30 days from the date of registration of the invoice by the beneficiary

Total executed amount during 24 May – 12 July 2022: RON 228,534.34 th. Due and not due mutual debts of EFSA to DEER at 12 July 2022: RON 201,696.68 th. Due and not due mutual debts of DEER to EFSA at 12 July 2022: RON 3,067.95 th.