

To: **Romanian Financial Supervisory Authority (FSA)**
Bucharest Stock Exchange (BSE)
London Stock Exchange (LSE)

Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, FSA Regulation no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code

Report date: **7 November 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 (BSE) 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), subsidiary of Societatea Energetica Electrica SA (Electrica), and Nuclearelectrica SA (SNN)

Electrica informs its shareholders and investors about the conclusion, on 31 October 2022, of some transactions between DEER and SNN, that have a value that, cumulated with the rest of the transactions concluded/executed in the period 1 November 2021 – 31 October 2022 exceed the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements for 30 June 2022, respectively exceeds the value of RON 199,059,726.

Details regarding the transactions concluded on 31 October 2022, together with the rest of the transactions already concluded in the period 1 November 2021 - 31 October 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.

CEO
Alexandru – Aurelian Chirita

Annex: Details regarding the transactions concluded by DEER and SNN between 1 November 2021 – 31 October 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
Provider: SNN Beneficiary: DEER							
R388/03Feb2020 AD1/21Jan2021/DEER MN/3126/25Jan2021 AD2/17Dec2021 127/14Feb2020 AD1/21Jan2021 AD2/17Dec2021	Purchase of electricity on PCCB-NC market	5,939.34	1 Jan 2021	31 Dec 2021	-	See Note 1	The Seller will send the Buyer an invoice at the latest on the first working day of the month immediately following the month of delivery, which will be paid by the Buyer according to the payment deadline written on the invoice, respectively before the last of the following dates: (a) the seventh working day of on the date of sending the invoice or (b) the eighth working day immediately following the month of delivery. The invoice is considered paid by the Buyer on the date of registration of the payment in the Seller's bank statement.
26979/27Oct2021 AD1/14Jan2022/DEER/254/2 1Jan2022 AD2/08Apr2022/DEER/2175 /19Apr2022	Purchase of electricity on PCCB-NC-flex market	27,363.47	1 Jan 2022	30 Apr 2022	-	See Note 2	Starting with the first working day of the month following the month of delivery, but no later than 5 calendar days after the end of the month, the Seller will issue the Buyer an invoice for the delivered energy. The invoice will be paid by the Buyer according to the payment deadline written on the invoice, respectively before the last of the following dates: (a) the seventh working day from the date of transmission of the invoice or (b) the eighth working day immediately following the month of delivery. The invoice is considered paid by the Buyer on the date of registration of the payment in the Seller's bank statement.
DEER 287/26Jan2022 AD1/08Apr2022/DEER/2174 /19Apr2022	Purchase of electricity on PC-OTC market3	3,444,00	1 Feb 2022	28 Feb 2022	-	See Note 3	Starting with the last calendar day of the contractual month of delivery, but no later than the tenth calendar day of the month following the deliveries, the Seller will issue an invoice to the Buyer which he will pay in full on or before the twentieth calendar day or if not is a working day, then immediately on the next working day.
DEER 681/16Feb2022 AD1/08Apr2022/DEER/2174 /19Apr2022		3,566.41	1 Mar 2022	31 Mar 2022			
DEER 1777/05Apr2022 AD1/08Apr2022/DEER/2174 /19Apr2022		4,251.74	1 Apr 2022	30 Apr 2022			
DEER 1776/05Apr2022 AD1/08Apr2022/DEER/2174 /19Apr2022		4,215.74	1 Apr 2022	30 Apr 2022			
DEER 2525/12May2022	Purchase of electricity through direct negociation	60,501.00	1 Jul 2022	31 Dec 2022	90,694.72	See Note 3	Starting with the last calendar day of the contractual month of delivery, but no later than the tenth calendar day of the month following the deliveries, the Seller will issue an invoice to the Buyer which he will pay in full on or before the twentieth calendar day or if not is a working day, then immediately on the next working day.
DEER 3209/21Jun2022		82,108.50					
DEER 3210/21Jun2022		27,369.50					

Total executed amount during 1 November 2021 – 31 October 2022: RON 218,759.40 th

Due and not due mutual receivables of DEER to SNN at 31 Oct 2022: RON 0 th.

Due and not due mutual debts of DEER to SNN at 31 Oct 2022: RON 52,306.45 th.

Note 1: Non-payment of the invoice by the Buyer according to the payment deadlines entails the payment of late penalties which are calculated for each day of delay, starting with the day immediately following the due date and up to the date of settlement of the amount owed, including; the level of late penalties corresponds as a percentage to the interest due for non-payment of obligations to the state budget on time, for each day of delay.

Note 2: In case of non-payment of the invoice when due, the Buyer will be obliged to pay late penalties whose interest level corresponds as a percentage to the interest due for non-payment of obligations to the state budget, for each day of delay starting with the first day after the due date, until the date of settlement of the amount owed, inclusive

Note 3: In the case of non-payment of the invoice when due, the Buyer will be obliged to pay late penalties, in the amount of 0.1% of the amount due, for each day of delay, starting with the first day after the due date, until the date of payment of the amount due, including. The invoice issued for the penalties due will become due in 5 (five) working days from its receipt by fax or e-mail.