

Societatea Energetica Electrica S.A.
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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 (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, ASF Regulation no. 5/2018, and the Bucharest Stock Exchange Code

Report date: **10 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) and Electrica Furnizare SA (EFSA), subsidiaries of Societatea Energetica Electrica SA (Electrica)

Electrica informs its shareholders and investors about the conclusion, on 9 November 2022, of some 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 29 September – 9 November 2022 exceed the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2022, respectively exceeds the value of RON 199,059,726.

Details regarding the transaction concluded in the period 29 September – 9 November 2022, which cumulatively meet the requirement provided in art. 108 of Law no. 24/2017, respectively lead to exceeding the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 30 June 2022, are presented in the Annex of this report. This Annex contains 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.

CEO
Alexandru-Aurelian Chirita

Annex: Details regarding the transactions concluded by DEER with EFSA in the period 29 September - 9 November 2022 of the kind listed in Art. 108 of Law No. 24/2017

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Seller/Service provider: DEER-TN Buyer/Beneficiary: EFSA								
1	19840/9Jun2021	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	84,846.92	1-Jul-21	Indefinite	0.00	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
2		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	264.02				In case the supplier does not pay the invoices related to the RED intervention services within 30 days from the due date, the DO will claim late penalties of 0.01% for each day of delay, calculated on the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties cannot exceed the amount owed	Payment is made within 30 calendar days from the date of issuing the invoice

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods	
3	Convention 50277/22Feb2016, AD 53229 A/20Oct2020 - Bistrita	Re-invoicing utilities expenses	27.03	1 Jan 2016	31 Dec 2023	0.00	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	
4	Convention 30728/22Feb2016, AD. 4/56021/7Oct2020 – Oradea			1 Jan 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		
5	Convention E12.2.59/8Mar 011- Oradea – utilities breakdown Oradea building -headquarters			1-Feb-21			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.		
6	Convention 60380/22 Feb 2016, AD SM 63761A/ 16 Dec 2020 - Satu Mare			1 Jan 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		
7	Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare			1-Jan-17					
8	Convention 17/ 28 Feb 2019 - Cluj			1-Mar-19					
9	Convention 70022/05.01.2017, AD 71117A/1267/18.07.2018 - Zalau			1 Jan 2017					
10	TN17334/2022-10-06	Value of connection contract	0.11						

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Seller/Service provider: DEER-TS Buyer/Beneficiary: EFSA								
10	C-19840/ 9Jun2021	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	84,036.01	1-Jul-21	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.	
11		Providing electricity distribution service by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO - other services as DO	165.76	1-Jul-21	Indefinite		Payment is made within 10 working days from the date of issuing/sending the invoice.	
12	C-1345/I/7000/23Jan2019 and AD7 / 1May2022	Reinvoicing space rents	38.17	1-Jan-19	31-Dec-23	N/A	In case of non-fulfillment of the payment 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 next day of the due date until the date actual payments	

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Seller/Service provider: DEER-TS Buyer/Beneficiary: EFSA								
13	C 22/15Feb2018 C 61/4Apr2018 C 1466/27Mar2018 AD1 la C22/15Feb2018 AD2 la C22/15Feb2018 AD3 la C22/15Feb2018 AD4 la C22/15Feb2018 AD5 la C22/15Feb2018 AD6 la C22/15Feb2018 AD7 la C22/15Feb2018	Providing the representation service as Balancing Responsible Party	21,096.43	15-Feb-18	Indefinite	N/A	<p>Art. 16.1 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>Art 16.2 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.</p> <p>Art 16.3 The same penalties will be charged for any amounts due by the Purchaser based on the contract.</p>	Art. 13.3 The invoice will be paid by the provider / purchaser within 3 financial days from the date of its receipt
	Transaction from 10Mar2022, AD1/14Apr2022	Delivery of IT and Communication Services by DEER	16,768.83					

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Seller/Service provider: DEER-MN Buyer/Beneficiary: EFSA								
14	C-19840/ 9Jun2021	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	97,214.29	1-Jul-21	Indefinite	N/A	0.02% (penalty interest as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). There is a 30 calendar day grace period.	Payment is made in 10 working days from the date of receipt of the invoice.
15		Providing electricity distribution services by the DO for users, end customers of the supplier, whose installations are connected to the electricity network of the DO - other services as DO	172.93	1-Jul-21	Indefinite	N/A		Payment is made within 30 days from the date of issuing the invoice.
16	2630/ 1Mar2018	Reinvoicing common expenses (security services)	0.04	1-Mar-18	Indefinite	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 (exclusively)	Payment is made within 30 calendar days from the date of issuing the invoice
17	10335/ 1Aug2007	Revenues from the re-invoicing of common expenses	6.77	1-Aug-07	Indefinite	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 (exclusively)	Payment is made within 30 calendar days from the date of issuing the invoice
18	C37109/2022	Reinvoicing common expenses	2.64	1-Mar-19	Indefinite	N/A	0.02% 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 (exclusively)	Payment is made within 30 calendar days from the date of issuing the invoice

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Seller/Service provider: EFSA Buyer/Beneficiary: DEER								
19	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	10.39	1-Mar-18	31Dec2022 with automatic extension for periods of 12 months according to AD 4/16Dec2019	0	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
20	Convention 72/34/26Jan2017 - Cluj Convention 13/02Feb2017 - Gherla Convention 21/18Feb2010 - Oradea AD1/13Jul2018 AA2/01Mar2019 AA4/13Feb2019 la Rental contract 885/31Dec2015	Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003	2.05	1-Jan-17	31-Dec-23	N/A	For delays in the payment of the invoice greater than 30 days from the due date, the lessor has the right to charge, and the lessee has the obligation to pay, late penalties in the amount of 0.03% applied to the amount due, for each day delay calendar, starting with the first day after the due date. The amount of the penalties cannot exceed the amount of the outstanding debt.	Payment is made within 10 days from the date of registration of the invoice to the Tenant

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
22	AD 6 / 21Dec2021 at Electricity suply contract 189 / 27.03.2017	Extension of the electricity supply contract on the competitive active energy market, with a fixed value, between 1Jan - 31Dec 2022	-4,995.08	1-Jun-17	31-Dec-22	N/A	<p>Non-payment by the beneficiary of the invoice within 30 calendar days of the counter value of the invoices from the due date (set at 10 banking days from the date of issue), the beneficiary owes the supplier penalties equal to the interest due for non-payment on the ground of budgetary obligations for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice.</p> <p>The value of the penalties cannot exceed the value of the invoice.</p>	<p>The payment of the issued invoices will be made through legal instruments.</p> <p>The due date is 10 banking days from the date of the invoice.</p> <p>Grace period 30 calendar days from the due date</p>
	Reinvoicing	Re-invoicing electric connection at Jibou	3.36			0		
21	Ctr 876/ 31Dec2015, AD 3/ 18Jan2019 Utility re-invoicing according to the Annex 2 Bv	Utility re-invoicing	12.35	1-Mar-16	31-Dec-23	N/A	For delays in paying the invoices, the beneficiary will pay penalties of 0.02%/day of delay, starting with the first day after the due date until the day of payment (exclusive)	In case of non-fulfillment of the payment 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 next day of the due date, up to and including on the actual payment date

	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
23	AD1/ 1Jun2022 at Natural gas supply contract 15292085-GN/ 28Feb2022	Extension of the natural gas supply contract on the competitive active energy market, with a fixed value, between 1Mar2022 - 1Jan2023	194.52	1-Mar-22	1-Jan-23	See Note	<p>The party that does not perform its obligations under the contract by the due date is automatically in arrears without the need for notification. It also owes penalties equal to the interest due for non-payment of budget obligations on the ground for each day of delay, starting with the 16th day from the due date and until the full payment of the invoice. The value of the penalties cannot exceed the value of the invoice.</p>	<p>Advance invoices are issued in the first 10 days of the payment month, 100% of the amount to be delivered in the month. Regularization invoices are issued in the first 15 days after receiving the reading of the natural gas delivery indices. If the indexes are not read, invoices containing estimated quantities are issued. The contract price includes c/v natural gas and regulated tariffs (transport calculation tariff, regulated distribution tariff, regulated storage tariff). The contract price does not include excise duty and VAT. Their invoicing is governed by specific regulations in force</p>

Total executed during reporting period 29September -9 November 2022: RON 278,771.09 th.

Due and not due mutual debts of EFSA to DEER at 8 November 2022: RON 283,765.09 th

Due and not due mutual debts of DEER to EFSA at 27 September 2022: RON 4,216.09 th

Note

A guarantee is established in the event that the buyer registers 5 days late payment, for 3 consecutive months.

The value of the guarantee will represent the equivalent of 60 contractual days to which excise duties and VAT are added