

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: **30 January 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: Correction of several clerical errors identified in the reports on transactions with related parties concluded by Electrica Group's companies in the last semester of 2022, according to Art. 108 of Law No. 24/2017

Electrica informs its shareholders and investors about the correction of several clerical errors identified in the content of the reports on transactions with related parties concluded by Electrica Group's companies in the last semester of 2022, according to Art. 108 of Law No. 24/2017. The identified errors are presented in Annex 1 to this report.

CFO
Stefan Frangulea

Annex: Information regarding the identified errors and their correction

Parties of the transactions	Agreement Type and No., execution date	Scope of transactions	Current Report (date published, code)	Identified error	Error correction
Buyer: DEER Seller: EFSA	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	10 november 2022, IRIS code (BVB) - 38469, RNS code (LSE) - 0449G	<p>Penalties: "In the event that, due to its sole fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser 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 tariff . established monthly service."</p>	<p>Penalties: "In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established.</p> <p>If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The value of the penalties cannot exceed the value of the invoice. "</p>
Buyer: DEER Seller: EFSA	Reinvoicing	Re-invoicing electric connection at Jibou	10 november 2022, IRIS code (BVB) - 38469, RNS code (LSE) - 0449G	<p>Date of entry into force: not disclosed</p> <p>Expiry date: not disclosed</p> <p>Penalties: not disclosed</p> <p>Payment due dates and payment methods: not disclosed</p>	<p>Date of entry into force: "06.10.2022"</p> <p>Expiry date: "produces effects for 5 years from the date of commissioning of the connection installation"</p> <p>Penalties: "he owes penalties equal to the interest due for non-payment of budget obligations on time for each day of delay."</p> <p>Payment due dates and payment methods: "Art. 11.6 The operator returns to the user the counter value of the design and execution works of the connection installation according to a scheduling schedule by which the values and payment terms are established (Annex 2). The repayment is made in equal annual installments within a maximum of 5 years from the date of commissioning of the connection installation. The last payment term in the scheduling schedule cannot exceed the duration of the contract. "</p>
Buyer: EFSA Seller: DEER	Transaction from 10Mar2022, AD1/14Apr2022	Delivery of IT and Communication Services by DEER	10 november 2022, IRIS code (BVB) - 38469, RNS code (LSE) - 0449G	Agreement No: Transaction from 10Mar2022, AD1/14Apr2022	<p>Agreement No: C 22/15.02.2018 C 61/04.04.2018 C 1466/27.03.2018 AA1 la C 22/15.02.2018 AA2 la C 22/15.02.2018 AA3 la C 22/15.02.2018 AA4 la C 22/15.02.2018</p>

Parties of the transactions	Agreement Type and No., execution date	Scope of transactions	Current Report (date published, code)	Identified error	Error correction
				<p>Scope of the transcation: "Delivery of IT and Communication Services by DEER"</p> <p>Date of entry into force: not disclosed</p> <p>Expiry date: not disclosed</p> <p>Penalties: not disclosed</p> <p>Payment due dates and payment methods: not disclosed</p>	<p>AA5 la C 22/15.02.2018 AA6 la C 22/15.02.2018 AA7 la C 22/15.02.2018</p> <p>Scope of the transcation: "Providing the representation service as Balancing Responsible Party"</p> <p>Date of entry into force: 15.02.2018</p> <p>Expiry date: indefinite</p> <p>Penalties:</p> <p>"In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established.</p> <p>If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The value of the penalties cannot exceed the value of the invoice."</p> <p>Payment due dates and payment methods:</p> <p><i>"Art. 13.3 The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt."</i></p>
Buyer: EFSA Seller: DEER - TS	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	29 September 2022 - IRIS (BSE) code - 9B29D, RNS (LSE) code - 3102B	<p>Penalties:</p> <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. 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. Art</p>	<p>Penalties:</p> <p>"In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established.</p> <p>If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced.</p>

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				16.3 The same penalties will be charged for any amounts due by the Purchaser based on the contract.”	The value of the penalties cannot exceed the value of the invoice.”
Provider: EFSA Beneficiary: DEER	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	29 September 2022 - IRIS (BSE) code - 9B29D, RNS (LSE) code - 3102B	Penalties: “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.”	Penalties: “In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established. If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The value of the penalties cannot exceed the value of the invoice.”
Buyer: EFSA Seller: DEER	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	25 August 2022, IRIS code (BVB) - EC957, RNS code (LSE) - 2829X	Penalties: “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. 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. Art 16.3 The same penalties will be charged for any amounts due by the Purchaser based on the contract.”	Penalties: “In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established. If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The value of the penalties cannot exceed the value of the invoice.”
Provider: EFSA Beneficiary: DEER	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	25 August 2022, IRIS code (BVB) - EC957, RNS code (LSE) - 2829X	Penalties: “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.”	Penalties: “In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established. If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced.”

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					payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The value of the penalties cannot exceed the value of the invoice.”
Provider: DEER - TS Beneficiary: EFSA	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	13 July 2022 - IRIS code (BVB) - AA7E4, RNS code (LSE) - 3963S	Penalties: “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.”	Penalties: “In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established. If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The value of the penalties cannot exceed the value of the invoice.”
Provider: EFSA Beneficiary: DEER	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	13 July 2022 - IRIS code (BVB) - AA7E4, RNS code (LSE) - 3963S	Penalties: “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.”	Penalties: “In the event that, due to its exclusive fault, the Provider fails to fulfill its obligations assumed by the contract, the Purchaser has the right to deduct from the tariff established by the contract, as penalties, an amount equivalent to a percentage of 1% of the monthly tariff of performance established. If, upon express request, the negative invoices are not paid within 2 days, penalties equal to the interest due for non-payment of budget obligations on time are due for each day of delay, from the due date until the full payment of the invoice. Otherwise (in the absence of a request), the payment/collection of the next invoice will be reduced. The value of the penalties cannot exceed the value of the invoice.”