

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

**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: **11 August 2023**

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:**

**Auditor's independent limited assurance report according to art. 108 of Law no. 24/2017 regarding the transactions reported in the first semester of 2023**

Societatea Energetica Electrica S.A. (Electrica) informs its shareholders, according to the provisions of Art. 108 para. (5)-(7) of Law no. 24/2017, about the financial auditor's independent report of limited assurance (**attached to this current report**) regarding the transactions reported by Electrica between 1 January - 30 June 2023, according to Article 108 of Law 24/2017, as well as according to FSA Regulation no. 5/2018.

**CFO**  
**Stefan Frangulea**

**INDEPENDENT LIMITED ASSURANCE REPORT**  
**on the information included in the current reports prepared by the Company in accordance with the provisions of**  
**law no. 24/2017, as revised, and FSA regulation no. 5/2018**

**To the Management,**  
**Societatea Energetica Electrica S.A.**

We have been contracted by **Societatea Energetica Electrica S.A.** (herein after referred to as “**the Company**”) in order to report according to the requirements of Law no. 24/2017 on issuers of financial instruments and market operations, as revised (herein after referred to “**Law no. 24/2017**”) on the information included in the accompanying current reports, dated January 4, 2023, January 12, 2023, January 26, 2023, February 1, 2023, February 6, 2023, February 17, 2023, March 3, 2023, March 10, 2023, May 2, 2023, May 4, 2023, May 11, 2023, May 24, 2023 (“**Current Reports**”), which were prepared by the Company in accordance with article 108 of Law no. 24/2017 for the Current Reports prepared during the period 1 January 2023 – 30 June 2023, and the provisions of Regulation no. 5/2018 of the Financial Supervisory Authority (herein after referred to as “**FSA**”), to report to the Financial Supervisory Authority and the Bucharest Stock Exchange (“**BSE**”) for the period 1 January 2023 – 30 June 2023, in the form of a limited assurance conclusion.

Limited assurance is a lower level of assurance and it is not a guarantee that an assurance engagement conducted in accordance with International Standard on Assurance Engagements (ISAEs) will always detect a material misstatement when it exists.

#### ***Specific Scope***

The scope of our report is exclusively that laid down in the first paragraph hereof and our report is prepared for the information of the Company, of the BSE and the FSA and shall not be used for any other purpose. Our report shall not be deemed adequate for use by any party that wishes to acquire rights towards us, other than the Company, for any purpose or in any context.

Any party other than the Company, which gains access to our report or a copy hereof and chooses to rely on our report (or a portion hereof), shall do so on its own responsibility. Our engagement was conducted so as to report on such matters that we must report in an independent limited assurance report, and not for other purposes. This report refers only to the elements mentioned hereunder and does not extend to the Company’s financial statements or other reports issued by the Company, individually or as a whole.

#### ***Management’s Responsibility***

The Company’s management and/or the Company’s subsidiary management, where the case, is responsible for the preparation of the Current Reports and conclusion of the transactions reported in accordance with Law no. 24/2017 and FSA Regulation no. 5/2018, as revised. Moreover, the Company’s management and/or the Company’s subsidiary management, where the case, is responsible for the design, implementation and maintenance of internal controls that enable the preparation of Current Reports that are free from material misstatements, whether due to fraud or error.

The Company’s management and/or the Company’s subsidiary management, where the case, is also responsible to make sure that the supporting documents underlying the preparation of the Current Reports and evidence provided to the auditor are complete, correct and justified.

#### ***Auditor’s Responsibility***

We conducted our limited assurance engagement in accordance with International Standard on Assurance Engagements **ISAE 3000 (Revised) - Assurance engagements other than audits or reviews of historical financial information**. This standard requires that we comply with ethical requirements, plan and perform the assurance engagement to obtain limited assurance about the Current Report(s).

Our firm applies International Standard on Quality Management 1 (“**ISQM1**”) and, accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We have complied with the independence and other ethical requirements of the Code of Ethics for Professional Accountants (including **International Independence Standards**) issued by the International Ethics Standards Board for Accountants ("**IESBA Code**"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The procedures selected depend on the auditor's judgment and understanding of the reported transaction included in the Current reports, and of other circumstances of the engagement, as well as on our considerations as to the areas where material misstatements might arise. In obtaining an understanding of the reported transaction included in the current reports, we have taken into consideration the process used by the Company for concluding the transactions and preparing and presenting the current report in accordance with Law no. 24/2017 and FSA Regulation 5/2018, for the purpose of determining the assurance procedures applicable in the given circumstances, but not for the purpose of expressing a conclusion on the efficacy of the process or of the Company's internal control for concluding the reported transaction included in the Current reports and for preparing and presenting the accompanying Current reports.

The procedures include, in particular, making enquiries of those in charge of financial reporting and risk management, as well as additional procedures aimed at obtaining evidence on the information included in the Current reports.

The procedures of obtaining evidence in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement. Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

As regards the Company's Current reports, in order to assess the justified and correct nature of the transactions reported in such reports, we have conducted the following procedures:

- 1) We have obtained from the Company the Current reports prepared during the verified period, mentioned in the first paragraph of this report and details on the transactions included in these reports.

We have checked whether the persons approving such reports are the Company's authorised representatives and requested the list of authorised signatures.

- 2) For the transactions sampled, presented in the Current reports, we have determined whether the details thereof are consistent, in all material respects, with the information included in the signed contracts/contractual agreements, made available to us, and whether they were signed by the Company's representatives and/or by the Company's subsidiary representatives, where the case, in accordance with the list of authorised signatures provided to us. Where applicable, we have checked whether the details included in the Current reports match the documentation pertaining to such contracts: the parties who signed the supporting documents; the date when the documentation was signed and the nature thereof; description of the type of goods/services indicated in the documentation; the achieved or estimated aggregated value of the transactions reported and, where applicable, guarantees and penalties established, payment terms and methods, the related contractual terms and conditions.
- 3) For the transactions sampled, we have checked whether the details presented in the accompanying Current reports match the information obtained by us following the enquiries with the Company's management and/or with the Company's subsidiary representatives, where the case, as well as with the documentation accompanying the contracts, as applicable.
- 4) For the transactions analysed on a sample basis, to the extent there is a market price for the goods or services provided between the Company and its affiliates, between the Company's subsidiaries and its affiliates or between the Company's subsidiaries we have discussed with the Company's management and/or with the Company's subsidiary management, where the case, the pricing of such goods or services and whether, on a case by case basis, the agreed upon prices are consistent with those applied by other (third) parties for similar goods or services and whether the related contracts are approved by the appropriate level of management in accordance with its internal procedures.

If there are no market prices available, we have discussed whether such transactions are carried out based on the Company's and/or with the Company's subsidiary, where the case, internal procedures regarding the substantiation of the pricing and, respectively, whether the related contracts are approved by the appropriate level of management in accordance with the approved Company and/or Company's subsidiary, where the case, internal procedures.

Our procedures have been conducted only for the transactions included in the Current Reports, which were issued by the Company during the period 1 January 2023 – 30 June 2023. We have not conducted any procedures to check whether Current Reports include all the transactions that the Company should report as per article 108 of Law no. 24/2017 for such period.

The procedures performed do not constitute an audit according to the International Standards on Auditing, nor an examination of the effectiveness of the Company's internal control systems, or an examination of compliance with laws, regulations, or other matters. Accordingly, our performance of the procedures does not result in the expression of an opinion, or any other form of assurance on the Company's internal control systems or its compliance with laws, regulations, or other matters.

The assurance provided by our procedures should therefore be considered at the light of these limitations on the nature and extent of evidence-gathering procedures performed.

We believe that our evidence obtained is sufficient and appropriate to provide a basis for our limited assurance conclusion.

## **Conclusion**

Our conclusion was formed on the basis of and considering the matters presented in this independent limited assurance report. Based on the procedures described above and the evidence obtained, **nothing has come to our attention** that causes us to believe that:

- a) the information included in the Current reports issued during the period 1 January 2023 – 30 June 2023 is **not consistent** in all material respects **with the supporting documents** made available to us by the Company.
- b) the information included in the accompanying Current reports is **not consistent** in all material respects **with the requirements of Law no. 24/2017 and FSA Regulation 5/2018**, as regards the signatories of the supporting documents; the date when the documentation was signed and the nature thereof; the description of the type of goods/services referred to in the documentation; the achieved or estimated aggregate value of the contracts, and, if applicable, guarantees and penalties established, payment terms and methods, the related contractual terms and conditions.
- c) the contracts underlying the transactions reported and analysed **have not been duly authorised** by the Company's and/or the Company's subsidiary representatives, where the case, and have not been approved by the Company's and or the Company's subsidiary, where the case, appropriate level of management.
- d) the prices agreed upon by the parties **have not been mutually accepted** based on the type of goods/services and other terms and conditions stipulated, as applicable, in the agreements between the parties and have not been determined according to the criteria mentioned at item 5) of the list of procedures herein above.

On behalf of:  
Deloitte Audit SRL

Răzvan Ungureanu

*For signature, please refer to the original  
Romanian version.*

Bucharest, Romania  
11 August 2023

**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: 4 January 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 2 December 2022 – 4 January 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds 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 these transactions, 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 the Annex below.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by EFSA with OPCOM in the period 2 December 2022 – 4 January 2023 of the kind listed in Art. 108 of Law No. 24/2017**

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
<b>Buyer: EFSA</b> <b>Seller: OPCOM</b>							
1. Convention No. 38156/ 18 Aug 2021	Sell - purchase of electricity – DAM Transaction and administration tariff - DAM	171,197.53	18 August 2021	undetermined	65,000	See Note 1 below	OPCOM S.A. issues the invoices with the date of the last day of the delivery month and sends them, electronically signed, by e-mail, to the DAM Participants in the first three working banking days of the month following the delivery month. The DAM participant has the obligation to ensure the necessary funds in the current account opened with the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations.
2. Convention PC OTC 38107/ 17Aug2021	Centralized Market organization and administration services with continuous double negotiation of bilateral electricity contracts	0	17 August 2021	undetermined	N/A	-	DAM participants issue invoices, with dates of the last day of the delivery month, and send them to OPCOM S.A. by email/fax, in the first three bank working days of the month following the month of delivery and in original or with an electronic signature, at the latest by the 10th of the month following the month of delivery. Payment is made by the 10th calendar day of the following month.
3. Convention PC ESRE CV 38106/ 17Aug2021	Centralized Market organization and administration services for electricity from renewable sources supported through green certificates	11.82	17 August 2021	undetermined	N/A	-	
4. Convention NGM – long term 42679/2019	NGM Trading tariff - REMIT tariff	0.53	26 August 2019	undetermined	N/A	-	The invoice is sent electronically (by e-mail), monthly, to the contractual partner, in the first 5 working days of the month following the month for which the services are provided and it will include 1/12 of the annual value of each tariff (to which VAT is added as the case may be). Payment is made in maximum 5 working days from the date of receipt of the invoice.

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
5. Convention for Participation on the Intraday Market no. 38103/ 17 Aug 2021	Sell - purchase of electricity – IM Trading and administrative tariffs – IM	6,032.54	17 August 2021	undetermined	17,401	See Note 1 below	OPCOM issues invoices dated the last day of the month of delivery and sends them, electronically signed, by email to the Participants on IM in the first three working banking days of the month following the month of delivery. The IM participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations. The payment of the transaction and administration fee invoice - IM is made by the participant in the respective market, in full by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.
<b>Seller: EFSA</b> <b>Buyer: OPCOM</b>							
6. Convention No. 38156/ 18 Aug 2021	Sell - purchase of electricity - DAM	19,930.64	18 August 2021	undetermined	N/A	-	DAM participants issue invoices, with dates of the last day of the delivery month, and send them to OPCOM S.A. by email/fax, in the first three bank working days of the month following the month of delivery and in original or with an electronic signature, at the latest by the 10th of the month following the month of delivery. Payment is made by the 10th calendar day of the following month.
7. Convention for Participation on the Intraday Market no. 38103/ 17 Aug 2021	Sell - purchase of electricity – IM	5,376.85	17 August 2021	undetermined	N/A	-	IM Participants issue the invoices, with the date of the last day of the delivery month and send them to OPCOM S.A. by e-mail / fax, in the first three working banking days of the month following the month of delivery and in original or with electronic signature, at the latest by the 10 <sup>th</sup> of the month following the month of delivery. Payment is made by the 10th calendar day of the following month.

**Total executed amount during 2 December 2022 – 4 January 2023: RON 202,549.90 th.**

**Due and not due mutual receivables of EFSA from OPCOM at 3 Jan 2023: RON 22,465.27 th.**

**Due and not due mutual debts of EFSA to OPCOM at 3 Jan 2023: RON 16,584.19 th.**

Note 1: Major non-fulfillment of the payment obligation entitles OPCOM to suspend the DAM/IM Participant's right to trade for a maximum of one month. The suspension is lifted after the payment has been made. It constitutes a situation of non-fulfillment of the obligations by a DAM/IM Participant, the situation in which the DAM/IM participant's account does not have sufficient availability related to the payment obligation, having as a consequence the Bank's refusal to execute the direct debit instruction and the issuance by OPCOM of the request of payment in execution for the amount owed

**Catre:** **Autoritatea de Supraveghere Financiara din Romania (ASF)**  
**Bursa de Valori Bucuresti (BVB)**  
**Bursa de Valori Londra (LSE)**

**Raport curent conform Legii nr. 24/2017 privind emitentii de instrumente financiare si operatiuni de piata, Regulamentului ASF nr. 5/2018 privind emitentii de instrumente financiare si operatiuni de piata si Codului Bursei de Valori Bucuresti**

Data Raportului: **12 ianuarie 2023**

Denumirea entitatii emitente: **Societatea Energetica Electrica S.A. (Electrica)**

Sediul Social: **Str. Grigore Alexandrescu, Nr. 9, Sectorul 1, Bucuresti, Romania**

Numar de telefon/fax: **004-021-2085999/ 004-021-2085998**

Codul unic de inregistrare fiscala: **RO 13267221**

Numar de ordine in Registrul Comertului: **J40/7425/2000**

Capital social subscris si varsat: **3.464.435.970 RON**

Piata reglementata pe care se tranzactioneaza valorile mobiliare emise: **Bursa de Valori Bucuresti (BVB) si Bursa de Valori Londra (LSE)**

**Evenimente importante de raportat: Raportarea tranzactiilor cu parti afiliate conform art. 108 din Legea nr. 24/2017 incheiate intre Distributie Energie Electrica Romania SA (DEER) si Electrica Furnizare SA (EFSA), filiale ale Societatii Energetice Electrica SA (Electrica)**

Electrica informeaza actionarii si investitorii asupra incheierii/efectuarii, in perioada 10 noiembrie 2022 – 11 ianuarie 2023, a unor tranzactii intre DEER si EFSA, filiale ale Electrica, a caror valoare, cumulata depaseste pragul de 5% din activele nete ale Electrica, conform situatiilor financiare individuale ale Electrica la 30 iunie 2022, respectiv depaseste valoarea de 199.059.726 RON.

Detalii privind aceste tranzactii, continand informatii cu privire la data incheierii, natura tranzactiei, descrierea obiectului acesteia, valoarea tranzactiei, data expirarii, creantele si datoriile reciproce, garantiile constituite, penalitatile stipulate, termenele si modalitatile de plata sunt prezentate in Anexa de mai jos.

**Director Financiar**  
**Stefan Frangulea**



**Anexa: Detaliile tranzacțiilor încheiate între DEER și EFSA în perioada 10 noiembrie 2022 - 11 ianuarie 2023, de tipul celor enumerate la art. 108 din Legea nr. 24/2017**

Nr Crt	Tip și Nr. Contract și data încheierii	Obiectul tranzacției	Valoare tranzacție (mii RON)	Data intrării în vigoare	Data expirare	Garantii constituite (mii RON)	Penalități stipulate	Termene și modalități de plată
<b>Vanzator/Prestator: DEER - zona TN</b> <b>Cumparator/Beneficiar: EFSA</b>								
1	19840/09.06.2021	Prestarea serviciului de distribuție a energiei electrice de către operatorul de distribuție pentru utilizatorii, clienți finali ai furnizorului, ale căror instalații sunt racordate la rețeaua electrică a operatorului de distribuție	93.722,89	1 iulie 2021	nedeterminată	0,00	In cazul neîndeplinirii obligațiilor de plată în termen de 30 de zile de la data scadenței facturii, furnizorul va plăti, în afara sumei datorate, o dobândă penalizatoare corespunzătoare ca procent dobânzii datorate pentru neplata la termen a obligațiilor către bugetul de stat), calculată pentru fiecare zi de întârziere începând cu prima zi după data scadenței până în ziua plății (exclusiv). Valoarea totală a dobânzilor penalizatoare nu poate depăși valoarea sumei datorate.	Emiterea facturii cu suma de plată pentru luna contractuală încheiată se face în primele 10 zile lucrătoare ale lunii următoare fiecărei luni contractuale. Plata se face în 10 zile lucrătoare de la data emiterii facturii trimise pe mail, în cazul în care nu transmite factura în termenul prevăzut, termenul de scadență este de 10 zile lucrătoare de la data transmiterii facturii.
2		Prestarea serviciului de distribuție a energiei electrice de către OD' pentru utilizatorii, clienți finali ai furnizorului, ale căror instalații sunt racordate la rețeaua electrică a operatorului de distribuție (RED)	407,57				In cazul în care furnizorul nu onorează în 30 de zile de la data scadenței facturile aferente serviciilor de intervenție RED, operatorul de distribuție va pretinde penalități de întârziere de 0,01% pentru fiecare zi de întârziere, calculată la valoarea neachitată, începând cu prima zi după data scadenței, până în ziua plății (exclusiv). Valoarea penalităților nu poate depăși cuantumul sumei datorate.	Plata se face în 30 zile calendaristice de la data emiterii facturii

Nr Crt	Tip si Nr. Contract si data incheierii	Obiectul tranzactiei	Valoare tranzactie (mii RON)	Data intrarii in vigoare	Data expirare	Garantii constituite (mii RON)	Penalitati stipulate	Termene si modalitati de plata
3	Conventia 50277/22.02.2016 AA 53229 A/20.10.2020 - Bistrita	Refacturari cheltuieli utilitati	140,50	1 ianuarie 2016	31 decembrie 2023	0,00	Pentru intarzieri la plata facturii mai mari de 30 de zile de la scadenta, locatorul are dreptul de a percepe, iar locatarul are obligatia de a plati penalitati de intarziere la plata in cuantum de 0,03% aplicate sumei datorate pentru fiecare zi calendaristica de intarziere, incepand cu prima zi dupa scadenta. Valoare penalitatilor nu va depasi valoare debitului restant	Plata se face in 10 zile calendaristice de la data inregistrarii facturii la locatar
4	Conventia 30728/22.02.2016 AA 4/56021-07.10.2020 – Oradea			1 ianuarie 2016			Pentru intarzieri la plata facturii mai mari de 30 de zile de la scadenta, locatorul are dreptul de a percepe, iar locatarul are obligatia de a plati penalitati de intarziere la plata in cuantum de 0,03% aplicate sumei datorate pentru fiecare zi calendaristica de intarziere, incepand cu prima zi dupa scadenta. Valoare penalitatilor nu va depasi valoare debitului restant	
5	Conventia defalcare utilitati imobil proprietate FEE Oradea Sediul central Oradea E12.2.59/8.03.2011 – Oradea			1 februarie 2011			Neplata facturii in termen de 30 de zile de la scadenta autorizeaza Locatorul sa perceapa majorari de intarziere egale cu nivelul majorarilor de intarziere datorate pentru neachitarea la termen a obligatiilor fiscale fata de bugetul de stat, aplicate sumei datorate pentru fiecare zi de intarziere, incepand cu ziua imediat urmatoare termenului de scadenta si pana la data stingerii sumei datorate, exclusiv. Valoarea penalitatilor nu va putea depasi valoarea debitului restant.	
6	Conventia 60380/22.02.2016, AD SM 63761A/16.12.2020			1 ianuarie 2016			Pentru intarzieri la plata facturii mai mari de 30 de zile de la scadenta, locatorul are dreptul de a percepe, iar locatarul are obligatia de a plati penalitati de intarziere la plata in cuantum de 0,03% aplicate sumei datorate pentru fiecare zi calendaristica de intarziere, incepand cu prima zi dupa scadenta. Valoarea penalitatilor nu va depasi valoare debitului restant	
7	Conventia 1193/09.01.2017, AD3/21.09.2019 - Baia Mare			1 ianuarie 2017				
8	Conventia 17/28.02.2019- Cluj			1 martie 2019				
9	Conventia 70022/05.01.2017, AD 71117A/1267/ 18.07.2018 - Zalau			1 ianuarie 2017				

Nr Crt	Tip si Nr. Contract si data incheierii	Obiectul tranzactiei	Valoare tranzactie (mii RON)	Data intrarii in vigoare	Data expirare	Garantii constituite (mii RON)	Penalitati stipulate	Termene si modalitati de plata
<b>Vanzator/Prestator: DEER - zona TS</b> <b>Cumparator/Beneficiar: EFSA</b>								
10	C-19840/9 iunie 2021	Prestarea serviciului de distribuție a energiei electrice de către OD pentru utilizatorii, clienți finali ai furnizorului, ale căror instalații sunt racordate la rețeaua electrică a OD	91.157,63	01 iulie 2021	Nedeterminata	Nu este cazul	In cazul neindeplinirii obligatiilor de plata in termen de 30 de zile de la data scadentei facturii, furnizorul va plati, in afara sumei datorate, o dobanda penalizatoare la aceasta suma corespunzatoare ca procent dobandzii datorate pentru neplata la termen a obligatiilor catre bugetul de stat), calculata pentru fiecare zi de intarziere incepand cu prima zi dupa data scadentei pana in ziua platii (exclusiv). Valoarea totală a dobânzilor penalizatoare nu poate depăși valoarea sumei datorate.	Emiterea facturii cu suma de plata pentru luna contractuala incheiată se face in primele 10 zile lucratoare ale lunii urmatoare fiecărei luni contractuale. Plata se face in 10 zile lucratoare de la data emiterii/transmiterii facturii.
11		Prestarea serviciului de distribuție a energiei electrice de către OD pentru utilizatorii, clienți finali ai furnizorului, ale căror instalații sunt racordate la rețeaua electrică a OD - alte servicii prestate ca OD	369,84	1 iulie 2021	Nedeterminata			Plata se face in 10 zile lucratoare de la data emiterii/transmiterii facturii.
12	C-1345/1/7000/ 23.01.2019 si AA7 /1 MAI 2022	Refacturari Chirii spatii	7.080,45	1 ianuarie 2019	31 decembrie 2023	Nu este cazul	In cazul neindeplinirii obligatiilor de plata la data scadentei, Chiriasul are obligatia de a plati, ca penalitati,o suma echivalenta cu 0,02% din suma neachitata la termen, pentru fiecare zi de intarziere, incepand cu urmatoarea zi a datei scadentei pana la data platii efective.	Plata se face in 10 zile lucratoare de la data <b>inregistrarii</b> facturii de catre chirias.
13	Conventia - 166353/ 28 iul 2021	Refacturare servicii de evaluare	2,00	28 iul 2021	Conform art12 din Conventia 166353	Nu este cazul	0,03%/zi de intarziere	Factura va fi platita in termen de 15 zile de la data primirii acestora.

Nr Crt	Tip si Nr. Contract si data incheierii	Obiectul tranzactiei	Valoare tranzactie (mii RON)	Data intrarii in vigoare	Data expirare	Garantii constituite (mii RON)	Penalitati stipulate	Termene si modalitati de plata
<p align="center"><b>Vanzator/Prestator: DEER - zona MN</b>  <b>Cumparator/Beneficiar: EFSA</b></p>								
14	19840/09.06.2021	Prestarea serviciului de distributie a energiei electrice de catre operatorul de distributie pentru utilizatorii, clienti finali ai furnizorului, ale caror instalatii sunt racordate la reseaua electrica a operatorului de distributie	49.310,25	1-Jul-21	nedeterminata	0	0,02% (dobanda penalizatoare corespunzatoare ca procent dobanzii datorate pentru neplata la termen a obligatiilor catre bugetul de stat), calculata pentru fiecare zi de intarziere incepand cu prima zi dupa data scadentei pana in ziua platii (exclusiv). Exista 30 zile calendaristice perioada de gratie	Plata se face in 10 zile lucratoare de la data primirii facturii.
15		Prestarea serviciului de distributie a energiei electrice de catre operatorul de distributie pentru utilizatorii, clienti finali ai furnizorului, ale caror instalatii sunt racordate la reseaua electrica a operatorului de distributie - interventii in reseaua de distrib (RED)	321,90	1-Jul-21	nedeterminata	0		Plata se face in 30 zile de la data emiterii facturii.
16	2630/ 01.03.2018	Refacturare cheltuieli comune (servicii paza)	1,44	1-Mar-18	nedeterminata	0	0,01% din suma neachitata la termen, calculata pentru fiecare zi de intarziere incepand cu prima zi dupa data scadentei pana in ziua platii (exclusiv)	Plata se face in 30 zile calendaristice de la data emiterii facturii
17	10335/ 01.08.2007	Venituri din refacturarea cheltuielilor comune	17,72	1-Aug-07	nedeterminata	0	0,01% din suma neachitata la termen, calculata pentru fiecare zi de intarziere incepand cu prima zi dupa data scadentei pana in ziua platii (exclusiv)	Plata se face in 30 zile calendaristice de la data emiterii facturii
18	C37109/2022	Refacturare cheltuieli comune	1,61	1-Mar-19	31-Dec-23	0	0,02% din suma neachitata la termen, calculata pentru fiecare zi de intarziere incepand cu prima zi dupa data scadentei pana in ziua platii (exclusiv)	Plata se face in 30 zile calendaristice de la data emiterii facturii

Nr Crt	Tip si Nr. Contract si data incheierii	Obiectul tranzactiei	Valoare tranzactie (mii RON)	Data intrarii in vigoare	Data expirare	Garantii constituite (mii RON)	Penalitati stipulate	Termene si modalitati de plata
<b>Vanzator/Prestator: EFSA</b> <b>Cumparator/Beneficiar: DEER</b>								
19	Contract 22/15 feb 2018 AA 4/16 dec 2019 AA 5/31 dec 2020 AA 6/01 Feb 2021 AA 7/03 Iunie 2021	Serviciu de reprezentare ca Parte Responsabila cu Echilibrarea	14.276,18	1 ian 2018	31 decembrie 2021 cu prelungire automata pe o perioada de 12 luni conform AA 4/16 dec 2020	0	In cazul in care, din vina sa exclusiva, Prestatorul nu reuseste sa isi indeplineasca obligatiile asumate prin contract, Achizitorul are dreptul de a deduce din tariful stabilit prin contract , ca penalitati, o suma echivalenta cu o cota procentuala de 1,5% din tariful lunar de prestare stabilit.	Plata se face in termen de 3 zile lucratoare de la data primirii facturii
20	Conventia 72/34/26 ian 2017 - Cluj Conventia 13/02.02.2017 - Gherla Conventia 21/18.02.2010 - Oradea AA1/13 iulie 2018 AA2/01 mar 2019 AA4/13 febr 2019 la Ctr Chirie 885/31dec2015	Refacturari cheltuieli comune	2,56	1 ianuarie 2017	31 Decembrie 2023	0	Pentru intarzieri de la plata a facturii mai mari de 30 de zile de la scadenta, locatorul are dreptul de a percepe, iar locatarul are obligatia de a plati, penalitati de intarziere in cuantum de 0,03% aplicate asupra sumei datorate, pentru fiecare zi calendaristica de intarziere, incepand cu prima zi dupa scadenta. Valoarea penalitatilor nu va putea depasi valoarea debitului restant.	Plata se face in termen de 10 zile de la data inregistrarii facturii la Locatar
21	Contract de furnizare Energie Electrică nr. 189_27.03.2017 AAd 6 din 21 decembrie 2021	Prelungirea contractului de furnizare energie electrică pe piața concurențială energie activa, cu valoare fixa, în perioada 1 ianuarie - 31 decembrie 2022	7.938,36	1 Iunie 2017	31 Decembrie 2022	0	Neachitarea de beneficiar a faturii in termen de 30 zile calendaristice a contravaloarii facturilor de la data scadentei (stabilită la 10 zile bancare de la data emiterii), beneficiarul datoreaza furnizorului penalitati egale cu dobanzile datorate pentru neplata la teren a obligatiilor bugetare pentru fiecare zi de intarziere, incepand cu a 16-a zi de la data scadentei si pana la achitarea integrala a facturii. Valoarea penalitatilor nu poate depasi valoarea facturii.	Plata facturilor emise se va efectua prin instrumente legale. Termenul sadent este de 10 zile bancare de la data emiterii faturii. Termen de gratie 30 de zile calendaristice de la scadenta
22	Contract 822 / 4 Oct 2021	Refacturari - cota energie pensionari; Contravaloare energie electrica acordata persoanelor fizice beneficiare ale prevederilor HG.1041/2003 si HG.1461/2003	32,45	1-Aug-17	Vezi nota 1	0	In cazul in care beneficiarul nu achita contravaloarea facturilor in termen de 30 zile calendaristice de la data scadentei stabilita, beneficiarul datoreaza furnizorului penalitati in cuantum de 0,04% pentru fiecare zi de intarziere, incepand cu a 31-a zi de la data scadentei si pana la achitarea integrala a facturii. Valoarea penalitatilor nu poate depasi valoarea sumei achitate.	Plata facturilor emise se va efectua, prin instrumente legale, in termen de 30 de zile de la inregistrarea lor la beneficiar.

Nr Crt	Tip si Nr. Contract si data incheierii	Obiectul tranzactiei	Valoare tranzactie (mii RON)	Data intrarii in vigoare	Data expirare	Garantii constituite (mii RON)	Penalitati stipulate	Termene si modalitati de plata
23	Contract 876/31 dec 2015, AA 3/18 ian 2019 Refacturari utilitati conform Anexa 2	Refacturari utilitati	5,68	1 ianuarie 2016	31 Decembrie 2023	0	In cazul neindeplinirii obligatiilor de plata la data scadentei, Chiriasul are obligatia de a plati, ca penalitati, o suma echivalenta cu 0,02% din suma neachitata la termen, pentru fiecare zi de intarziere, incepand cu urmatoarea zi a datei scadentei, pana inclusiv la data platii efective.	Plata facturii se va efectua prin virament in termen 10 zile lucratoare de la data inregistrarii facturii de catre chirias
24	AAD1/01 iunie 2022 la Contract furnizare Gaze Naturale nr. 15292085-GN/28 februarie 2022	Prelungirea contractului de furnizare gaze naturale pe piata concurentiala energie activa, cu valoare fixa, in perioada 1 martie -01 ianuarie 2023	473,86	1 martie 2022	1 ianuarie 2023	Vezi nota 2	Partea care nu-si exeuta obligatiile din contract la termenul scadent este de drept in intarziere fara a fi necesara notificarea. De asemenea datoreaza penalitati egale cu dobanzile datorate pentru neplata la termen a obligatiilor bugetare pentru fiecare zi de intarziere, incepand cu a 16-a zi de la data scadentei si pana la achitarea integrala a facturii. Valoarea penalitatilor nu poate depasi valoarea facturii.	Plata facturilor emise se va efectua prin instrumente legale. Termenul sadent este de 30 zile bancare de la data emiterii facturii. Factura se considera achitata la data creditarii contului bancar al furnizorului EFSA.

**Total valoare executata in perioada 10 noiembrie 2022 - 11 ianuarie 2023: 265.374,52 mii RON**

**Datorii reciproce scadente si nescadente ale EFSA catre DEER la 10 ianuarie 2023: 168.262,52 mii RON**

**Datorii reciproce scadente si nescadente ale DEER catre EFSA la 10 ianuarie 2023: 5.302,91 mii RON**

**Nota 1** Conform adresei de la DEER172727/12.07.2022 s-a denuntat Contractul 822/04oct2021 invocandu-se o Decizie de la Inalta Curte de Casatie si Justitie 3807/2022. Se va mai factura consumul până la 30 iunie 2022.

**Nota 2** Se constituie garantie in situatia in care cumparatorul inregistreaza 5 zile intarzieri la plata, timp de 3 luni consecutive.  
Valoarea garantiei va reprezenta echivalentul a 60 de zile contractuale la care se adauga accize si TVA.

**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: **26 January 2023**

Company name: **Societatea Energetica Electrica S.A. (Electrica)**

Headquarters: **9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica) with Compania Nationala de Transport al Energiei Electrice Transelectrica S.A. (TEL)**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 21 November 2022 – 25 January 2023, of some transactions between EFSA, Electrica's subsidiary, and TEL, whose cumulated value exceeds 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 these transactions, 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 the Annex below attached.

Note: In this current report are included some invoices related to 21-22 November 2022, which were registered after the current report published on 22 November 2022 on BVB with Iris code 41D40 and on LSE with RNS Number 2614H.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by EFSA with TEL in the period 21 November 2022 - 25 January 2023 of the kind listed in Art. 108 of Law No. 24/2017**

No.	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
<p align="center"><b>Buyer: EFSA</b> <b>Seller: TEL</b></p>								
1	Convention No. 416 / 20 Dec 2013	Electricity transport and system services	49,817.59	1-Jan-14	31-Dec-23	27,506	In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due	Payment is made within a maximum of 10 days from receipt of the invoice
2	Convention No. 275 / 19 oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	96,535.83	1-Sep-20	Undetermined until its termination by any of the parties	45,828	In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
3	Contract 35 / 12 Feb 2021	Contribution to high efficiency cogeneration	37,213.27	12-Feb-21	18 months from the date of termination of state aid established by Government Decision no. 1215/2009	N/A	In case of non-payment of due invoices, the guilty party has the obligation to pay penalty interest charged for late payment, equal to the level of delay interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until on the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The contributor pays the invoices sent by the administrator of the support scheme within 7 days from their receipt, but not later than the 20th day of each month following the month of the consumption.



No.	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
<p align="center"><b>Buyer: TEL</b> <b>Seller: EFSA</b></p>								
4	Convention No. 275 / 19 oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	26,082.88	1-Sep-20	Undetermined until its termination by any of the parties	N/A	In case of non-payment of invoices on time, TEL pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
5	Contract no. 321 / 20.07.2004 TN AA no. 15 / 30.07.2020 Contract no. 575 / 06.11.2017 - MN AA Nr.2 / 18.04.2019	Re-invoicing – pensioners energy quota	81.33	20-Jul.-04 07-Nov.-17	During the period GD 1041/2003 and GD 1461/200	N/A	Ctr. No. 321: penalties in the amount of 0.05% of the value of the contract related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. Ctr. No. 575: penalties equal to the interest due for late payment of obligations to the state budget, for each day of delay, starting with the day following the deadline on which the payments should have been made and ending with the day on which the outstanding amounts were actually paid, including payment date. The total amount of the penalties shall not exceed the invoice amount.	Ctr. 321: until the 25th of the month following the reference month Ctr. 575: within 30 calendar days from the date of issue
6	Convention No. 301 / 12.04.2022	Re-invoicing utilities	11.59	1-Mar-22	Indefinite, until terminated by any of the parties with 30 days notice, bankruptcy, dissolution or by additional act with the agreement of the parties	N/A	If the invoices are not honored within the stipulated term, the supplier is entitled to claim penalties of 0.02% for each day of delay, calculated at the amount of the unpaid amount. The value of the calculated penalties may not exceed the amount of the unpaid amount	The payment term is 15 days from the date of registration of the documents re-invoiced by CN de Transport a Energiei Electrica Transelectrica SA.

**Total executed during reporting period 21 November 2022 - 25 January 2023: RON 209,742.50 th**

**Due and not due mutual receivables EFSA from TEL at 24 January 2023: RON 406.06 th**

**Due and not due mutual debts EFSA to TEL at 24 January 2023: RON 699.41 th**

**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: 1 February 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 23 December 2022 – 31 January 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds 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 these transactions, 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 the Annex below.

Note: Some invoices issued between 23 December 2022 and 4 January 2023 were received, for reasons independent of EFSA, after 4 January 2023, so the transactions related to these invoices were included in this report.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by EFSA with OPCOM in the period 23 December 2022 – 1 February 2023 of the kind listed in Art. 108 of Law No. 24/2017**

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
<b>Buyer: EFSA</b> <b>Seller: OPCOM</b>							
1. Convention No. 38156/ 18 Aug 2021	Sell - purchase of electricity – DAM Transaction and administration tariff - DAM	215,304.94	18 August 2021	undetermined	35,000	See Note 1 below	OPCOM S.A. issues the invoices with the date of the last day of the delivery month and sends them, electronically signed, by e-mail, to the DAM Participants in the first three working banking days of the month following the delivery month. The DAM participant has the obligation to ensure the necessary funds in the current account opened with the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations.
2. ConventiOn PCB 963/ 28Dec2022	Prestarea de OPCOM a serviciilor de organizare si administrare a Pietei Centralizate Bilaterale cu negociere	27.60	17 Aug 2021	undetermined	N/A	-	The invoice related to the bilateral T transactions value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.
3. Convention PCCB LE FLEX 38104/ 17Aug2021	Trading tariff PCCB-LE FLEX	27.86	17 Aug 2021	undetermined	N/A	-	
4. Convention PC ESRE CV 962/ 28Dec2022	Centralized Market organization and administration services for electricity from renewable sources supported through green certificates	12.54	28 Dec 2022	undetermined	N/A	-	DAM participants issue invoices, with dates of the last day of the delivery month, and send them to OPCOM S.A. by email/fax, in the first three bank working days of the month following the month of delivery and in original or with an electronic signature, at the latest by the 10th of the month following the month of delivery. Payment is made by the 10th calendar day of the following month.
5. Convention 52627/12Dec2022	Trading tariff - The annual mechanism for the centralized purchase of electricity - MACEE	88.38	12 Dec 2022	31 Dec 2023	N/A	-	

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
6. Convention NGM – long term 42679/2019	NGM Trading tariff - REMIT tariff	0.53	26 August 2019	undetermined	N/A	-	The invoice is sent electronically (by e-mail), monthly, to the contractual partner, in the first 5 working days of the month following the month for which the services are provided and it will include 1/12 of the annual value of each tariff (to which VAT is added as the case may be). Payment is made in maximum 5 working days from the date of receipt of the invoice.
7. Convention for Participation on the Intraday Market no. 38103/ 17 Aug 2021	Sell - purchase of electricity – IM Trading and administrative tariffs – IM	1.56	17 August 2021	undetermined	17,401	See Note 1 below	OPCOM issues invoices dated the last day of the month of delivery and sends them, electronically signed, by email to the Participants on IM in the first three working banking days of the month following the month of delivery. The IM participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations. The payment of the transaction and administration fee invoice - IM is made by the participant in the respective market, in full by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.
<b>Seller: EFSA</b> <b>Buyer: OPCOM</b>							
8. Convention No. 38156/ 18 Aug 2021	Sell - purchase of electricity - DAM	4.33	18 August 2021	undetermined	N/A	-	DAM participants issue invoices, with dates of the last day of the delivery month, and send them to OPCOM S.A. by email/fax, in the first three bank working days of the month following the month of delivery and in original or with an electronic signature, at the latest by the 10th of the month following the month of delivery. Payment is made by the 10th calendar day of the following month.

**Total executed amount during 23 December 2022 – 1 February 2023: RON 215,467.74 th.**

**Due and not due mutual receivables of EFSA from OPCOM at 30 Jan 2023: RON -689.04 th.**

**Due and not due mutual debts of EFSA to OPCOM at 30 Jan 2023: RON -227,902.81 th.**

Note 1: Major non-fulfillment of the payment obligation entitles OPCOM to suspend the DAM/IM Participant's right to trade for a maximum of one month. The suspension is lifted after the payment has been made. It constitutes a situation of non-fulfillment of the obligations by a DAM/IM Participant, the situation in which the DAM/IM participant's account does not have sufficient availability related to the payment obligation, having as a consequence the Bank's refusal to execute the direct debit instruction and the issuance by OPCOM of the request of payment in execution for the amount owed

**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: 6 February 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 OPCOM**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 1 November 2022 – 6 February 2023, of some transactions between DEER, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds 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 these transactions, 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 the Annex below.

**CFO**  
**Frangulea**

**Annex: Details regarding the transactions concluded by DEER and OPCOM between 1 November 2022 – 6 February 2023 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: OPCOM Beneficiary: DEER							
DEER no.124/T/10/ 6 Jan 2021 OPCOM no. 07/ 4 Jan 2021	Purchase of electricity - DAM	202,585.60	4 Jan 2021	undetermined	33,000	N/A	Daily payment by direct debiting of the DEER account.
	Trading tariffs – DAM	33.28				N/A	Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. The invoice is considered paid on the date of registration of the payment in the bank statement of OPCOM.
DEER no.107/S/10/6Jan2021 OPCOM no.08/4Jan2021	Purchase of electricity on PCCB NC	0.74	4 Jan 2021	undetermined	N/A	N/A	Payment by bank transfer, with payment order, in max. 5 working days from the date of receipt of the invoice. The invoice is considered paid on the date of registration of the payment in the bank statement of OPCOM.
DEER no.118/A/10/6Jan2021 OPCOM no. 06/4Jan2021	Trading tariff on PCCB OTC	27.60	4 Jan 2021	undetermined	N/A	N/A	The payment of the invoice is made, by the participant in the respective market, in full, by bank transfer, with a payment order, within a maximum of 5 (five) working days from the date of receipt of the invoice.
Convention DEER no.6587/19 Dec 2022 OCOM no. 52761/13 Dec 2022 Agreement DEER no.6826/29 Dec 2022 OCOM n0. 55430/23 Dec 2022 AD1 55430/23 Dec 2022 is being signed	Purchase of electricity on MACEE	85,896.77	23 Dec 2022	31 Dec 2023	132,300	N/A	Daily payment by direct debiting of the DEER SA account for the month of January 2023
	Trading tariff on MACEE	111.86	23 Dec 2022	31 Dec 2023		N/A	Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. The invoice is considered paid on the date of registration of the payment in the bank statement of OPCOM
Provider: DEER Beneficiary: OPCOM							
DEER no.124/T/10/ 6 Jan 2021 OPCOM no. 07/ 4 Jan 2021	Sale of electricity - DAM	4,794.41	4 Jan 2021	undetermined	N/A	N/A	Daily collection by direct debiting of the DEER SA account

**Total executed amount during 1 November 2022 - 6 February 2023: RON 237,409.99 th**

**Due and not due mutual receivables of DEER from OPCOM on 3 February 2023: RON 1,369.64 th.**

**Due and not due mutual debts of DEER to OPCOM on 3 February 2023: RON 25.34 th.**

**Note:** According to the document "SUMMARY of the procedure regarding the invoicing and payment of the regulated tariff practiced by the electricity market operator for the services provided to the participants in the centralized electricity and green certificate markets", available on the OPCOM website [here](#), whose provisions are also taken over in EFSA's internal procedures /DEER, invoices are issued by OPCOM, as well as by the OPCOM market participant, respectively the ELSA branch, and sent electronically in the first three working days of the month following the month in which the sale/purchase transactions were carried out, and the date of the invoice must be the last day of the month in which the transactions were made and must reach the partner within the first 10 calendar days of the following month. Thus, although the transactions and invoices are dated the last day of the previous month, ELSA reporting is carried out within a maximum of 24 hours from the date of actual receipt/transmission by electronic means of the invoices from/to OPCOM.

**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: 17 February 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Hidroelectrica**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 17 February 2022 – 16 February 2023 of some transactions between DEER, Electrica's subsidiary, and Hidroelectrica, whose cumulated value exceeds 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 these transactions, 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 the Annex below.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by DEER and Hidroelectrica between 17 February 2022 – 16 February 2023 of the kind listed in Art. 108 of Law No. 24/2017**

<b>Agreement Type and No., execution date</b>	<b>Scope of transactions</b>	<b>Amount (RON th.)</b>	<b>Date of entry into force</b>	<b>Expiry date</b>	<b>Guarantees (RON th.)</b>	<b>Penalties</b>	<b>Payment due dates and payment methods</b>
<b>Provider: DEER</b> <b>Beneficiary: Hidroelectrica</b>							
Agreement 19875/9Jun2021 (DEER – TN zone and Hidroelectrica)	Delivery of the electricity distribution service by the distribution operator for the users, end customers of the supplier, whose installations are connected to the distribution operator's electrical network	43,289.15	9 Jun 2021	undetermined	2,392.95	See Note 1	Payment is made in 10 working days from the date of receipt of the invoice
Agreement 19875/9Jun2021 (DEER – TS zone and Hidroelectrica)	Delivery of the electricity distribution service by the distribution operator for the users, end customers of the supplier, whose installations are connected to the distribution operator's electrical network	37,077.14					
	Delivery of the electricity distribution service by the distribution operator for the users, end customers of the supplier, whose installations are connected to the distribution operator's electrical network - interventions in the distribution network (RED)	0.36					
Agreement 19875/9Jun2021 (DEER – MN zone and Hidroelectrica)	Delivery of the electricity distribution service by the distribution operator for the users, end customers of the supplier, whose installations are connected to the distribution operator's electrical network	41,113.15					
	Delivery of the electricity distribution service by the distribution operator for the users, end customers of the supplier, whose installations are connected to the distribution operator's electrical network - interventions in the distribution network (RED)	2.17					



<b>Provider: Hidroelectrica</b> <b>Beneficiary: DEER</b>							
DEER 2220/20Apr2022	purchase of electricity through direct negociation	7,254	1 May 2022	31 May 2022	N/A	See Note 2	The invoice is issued in the first three working days of the month immediately following the month of delivery and will be paid at the latest on the 10th calendar day of the month following the month of delivery, and if this is a non-working day, the payment will be made on the immediate working day next; the invoice is considered paid on the date of payment registration in the seller's bank statement
		4,680	1 June 2022	30 June2022	N/A		
		919.04	1 Jan 2022	31 Jan 2022	1,836.22		
DEER 2244/27.04.2022		19,344	1 May 2022	31 May 2022	N/A		
DEER 2350/04May2022		13,650	7 May 2022	31 May 2022	N/A		
DEER 2614/18May2022		2,160	1 June 2022	30 June 2022	N/A		
DEER 2637/19May2022		3,240	1 June 2022	30 June 2022	N/A		
DEER 2786/27May2022		9,669.60	1 June 2022	30 June 2022	N/A		
DEER 2905/02Jun2022		2,275.20	7 June 2022	30 June 2022	N/A		
DEER 3093/10Jun2022		2,938.80	1 July 2022	31 july 2022	N/A		
DEER 3326/28Jun2022		744	1 Jan 2023	31 Jan 2023	894.21		
DEER 3563/12Jul2022		744	1 Jan 2023	31 Jan 2023	894.21		
DEER 3925/27Jul2022		1,127.16	1 Jan 2023	31 mar 2023	2,249.96		
DEER 3924/27Jul2022		1,127.16	1 ian 2023	31 mar 2023	2,249.96		
DEER 5180/07Oct2022		5,452.65	8 Oct 2022	31 Oct 2022	N/A		
DEER 6543/16Dec2022		1,663.20	17 Dec 2022	31 Dec 2022	N/A		
DEER 6617/20Dec2022		3,456	22 Dec 2022	31 Dec 2022	N/A		
Agreement 3015/22Apr2005 AD 1/2021	providing the distribution service	322.25	8 Apr 2005	31 Dec 2023	N/A	See Note 3	The client will pay the invoice within 10 working days from the date of its registration with the client
Convention 103406/23Apr2015	Common use and distribution of expenses for the following locations: - Hidroelectrica - Hidrocentrale Cluj Sub. (SH) - SSH Hidroserv- Cluj Branch - S Teletrans SA - Cluj Agency (TLT) - CN Transelectrica SA - DET Cluj (DET) - FDEE - SDEE Cluj	22	29 Sep 2015	N/A	N/A	See Note 4	15 days from issuing the invoice
Reference 79158/12Apr2022	CTE Hidroelectrica approval fee related to the documentation "Development of documentation for the construction works of the Alimentare objective with electrical en objective located in the Somesul Cald FN locality"	2.69	12 Apr 2022	N/A	N/A		Immediately Payment Order

Reference 200335 /09Aug2022	CTE Hidroelectrica approval fee related to the documentation "Modernization of LES M.T. from Floresti Station Distribuitor GHE Gilau I"	2.69	9 Aug 2022	N/A	N/A		Immediately Payment Order
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**Total executed amount during 17 February 2022 - 16 February 2023: RON 202,276.41 th**  
**Due and not due mutual receivables of DEER from Hidroelectrica on 15 February 2023: RON 23,421.53 th.**  
**Due and not due mutual debts of DEER to Hidroelectrica on 15 February 2023: RON 0 th.**

**Note 1:** 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.

**Note 2:** Non-payment of the amounts owed by the Buyer according to the payment deadlines additionally entails the payment of penal interest, as follows calculated for each day of delay, starting with the day immediately following the due date and up to the date of payment of the amount owed, including; the level of penal interest is 0.1% for each day of delay.

**Note 3:** In case of non-fulfilment within 30 days from the due date of the obligations, the client will pay, in addition to the amount due, a penalty corresponding to this amount as a percentage of the interest due for non-payment of the obligations on time to the state budget, for each day of delay compared to due date, until the day of payment (exclusively).

**Note 4:** If the invoice is not paid within 30 days from the due date, the penalty amount is 0.03% for each day of delay.

**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: 3 March 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 31 January – 28 February 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds 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 these transactions, 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 the Annex below.

According to the contractual conditions between EFSA and OPCOM in the conventions in the table in the annex, invoices are issued with the date of the last day of the month of delivery and are sent electronically either in the first three working banking days of the following month, or in the first 5 working days of the following month for which the services are provided/months of delivery/months in which the transactions are carried out (see the column "Terms and payment methods"). Thus, some of the invoices included in this report were received and registered after 28 February 2023 (the date when the reporting threshold was exceeded), this represents the reason for the date of this report.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by EFSA with OPCOM in the period 31 January – 28 February 2023 of the kind listed in Art. 108 of Law No. 24/2017**

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
<b>Buyer: EFSA</b> <b>Seller: OPCOM</b>							
1. Convention No. 38156/ 18 Aug 2021	Sell - purchase of electricity – DAM Transaction and administration tariff - DAM	135,960.17	18 August 2021	undetermined	65,000	See Note 1 below	OPCOM S.A. issues the invoices with the date of the last day of the delivery month and sends them, electronically signed, by e-mail, to the DAM Participants in the first three working banking days of the month following the delivery month. The DAM participant has the obligation to ensure the necessary funds in the current account opened with the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations.
2. Convention PC OTC, PCCB-LE-FLEX, PCCB-NC 963/28Dec.2022	Centralized Market organization and administration services with continuous double negotiation of bilateral and forward electricity contracts	19.46	17 August 2021	undetermined	N/A	See Note 2 below	The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.
3. Convention PCSCV/ PC ESRE CV 962/ 28Dec2022	Centralized Market organization and administration services for electricity from renewable sources supported through green certificates	114.68	17 August 2021	undetermined	N/A	See Note 3 below	
4. Convention NGM – long term 42679/2019	NGM Trading tariff - REMIT tariff	1.45	26 August 2019	undetermined	N/A	See Note 4 below	The invoice is sent electronically (by e-mail), monthly, to the contractual partner, in the first 5 working days of the month following the month for which the services are provided and it will include 1/12 of the annual value of each tariff (to which VAT is added as the case may be). Payment is made in maximum 5 working days from the date of receipt of the invoice.

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
5. Convention for Participation on the Intraday Market no. 38103/ 17 Aug 2021	Sell - purchase of electricity – IM Trading and administrative tariffs – IM	5,938.41	17 August 2021	undetermined	17,401	See Note 1 below	OPCOM issues invoices dated the last day of the month of delivery and sends them, electronically signed, by email to the Participants on IM in the first three working banking days of the month following the month of delivery. The IM participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations. The payment of the transaction and administration fee invoice - IM is made by the participant in the respective market, in full by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.
6. Agreement 81670/1 Oct 2011 AD3/1274/7Jul2021	Data access and reporting for compliance with the provisions on the integrity and transparency of the wholesale energy market (REMIT)	11.85	7 July 2021	undetermined	N/A	See Note 4 below	The invoice will be issued and sent electronically (by e-mail) by OPCOM within no more than 5 working days from the date of receipt of the invoice from ACER and will contain the breakdown of the fee charged by ACER in 2021 by component. The Market Participant undertakes to pay the invoice in full by bank transfer, with a payment order, within a maximum of 5 working days from the date of its receipt.
7. Agreement 55659/27Dec2022 MACEE	Sale/purchase of electricity through The annual mechanism for the centralized purchase of electricity (MACEE)	115,883.06	1 Jan 2023	31 Jan 2023	25,250		The Seller issues the invoice for the value of the electricity sold, with the date of the last day of the month of delivery for which it is issued, and sends it to the Buyer, signed electronically, by email, in the first 4 bank working days of the month following the month of delivery. The invoice is issued by the Seller in accordance with the provisions imposed under the Procedure regarding the receipts and payments related to the quantities of electricity sold/bought through MACEE. The payment obligations of the Buyer, for each day of delivery, are paid by direct debit instructions issued by the Seller on bank working days.
AD1/27.Jan2023			1 Feb 2023	28 Feb 2023			
8. Convention 52627/12Dec2022 MACEE	Organization and administration services of the Centralized Electricity Purchase Mechanism (MACEE)	32.65	12 Dec 2022	31 Dec 2023	115,000		The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
<b>Seller: EFSA</b> <b>Buyer: OPCOM</b>							
9. Convention No. 38156/ 18 Aug 2021	Sell - purchase of electricity - DAM	3,429.31	18 August 2021	undetermined	N/A	See Note 1 below	The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.
10. Convention for Participation on the Intraday Market no. 38103/ 17 Aug 2021	Sell - purchase of electricity – IM	5,708.77	17 August 2021	undetermined	N/A	See Note 1 below	IM Participants issue the invoices, with the date of the last day of the delivery month and send them to OPCOM S.A. by e-mail / fax, in the first three working banking days of the month following the month of delivery and in original or with electronic signature, at the latest by the 10 <sup>th</sup> of the month following the month of delivery. Payment is made by the 10th calendar day of the following month.

**Total executed amount during 31 January – 28 February 2023: RON 267,099.79 th.**

**Due and not due mutual receivables of EFSA from OPCOM at 27 Feb 2023: RON -199.95 th.**

**Due and not due mutual debts of EFSA to OPCOM at 27 Feb 2023: RON -124,881.96 th.**

Note 1: Major non-fulfillment of the payment obligation entitles OPCOM to suspend the DAM/IM Participant's right to trade for a maximum of one month. The suspension is lifted after the payment has been made. It constitutes a situation of non-fulfillment of the obligations by a DAM/IM Participant, the situation in which the DAM/IM participant's account does not have sufficient availability related to the payment obligation, having as a consequence the Bank's refusal to execute the direct debit instruction and the issuance by OPCOM of the request of payment in execution for the amount owed.

Note 2: To pay, within five (5) working days from the date of transmission of the request by OPCOM, the penalty provided by the Procedure.

Note 3: To pay the equivalent of the penalty, if, due to his fault, a transaction on PCSCV is canceled.

Note 4: OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Beneficiary of the Services does not fulfill his payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without prior notification being necessary. During the suspension period, i.e. starting with the date immediately following the deadline of maximum 5 (five) working days (offer/transaction day, as the case may be) for the fulfillment of the payment obligations, OPCOM is exonerated from any responsibility for the non-execution of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Beneficiary of the Services fully pays the outstanding amounts due to OPCOM.

**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 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code**

**Report date: 10 March 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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/execution, in the period 11 January - 9 martie 2023, of some transactions between DEER and EFSA, Electrica's subsidiaries, whose cumulated value exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, 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 the Annex below.

**CFO**  
**Stefan Frangulea**

Annex: Details regarding the transactions concluded by DEER with EFSA in the period 12 January -9 March 2023 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	88,366.33	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	93.88				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	57.64	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				

	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
<p align="center"><b>Seller/Service provider: DEER-TS</b>  <b>Buyer/Beneficiary: EFSA</b></p>								
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	85,003.95	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.	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..
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	120.81	1-Jul-21	Indefinite			Payment is made within 10 working days from the date of issuing/sending the invoice.
12	C-1345/1/7000/23Jan2019 and AD7 / 1May2022	Reinvoicing space rents	74.32	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	Payment is made within 10 working days from the date of registration of the invoice by the tenant
13	C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C 22/15Feb2018 AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018	Providing the representation service as the Party Responsible for Balancing	4,697.68	15-Feb-18	Indefinite	N/A	Art. 16.1 If, 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, an amount equal to a percentage of 1.5% of the established tariff conf of Annex 2. Art 16.2 If the Purchaser does not fulfill any payment obligation arising from the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage rate for each day of delay is the interest due for non-payment of obligations for the state budget. Art 16.3 The same penalties as those stipulated in art 16.2 will be charged for any sums owed by the Purchaser based on the contract.	The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt
14	Convention - 166353/ 28 Jul 2021	Reinvoicing evaluation services	2.00	28-Jul-21	Acc. to art12 from Convention 166353	N/A	0.03%/day of delay	The invoice will be paid within 15 days from the date of their receipt.

	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
<p align="center"><b>Seller/Service provider: DEER-MN</b>  <b>Buyer/Beneficiary: EFSA</b></p>								
15	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	93,384.52	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.
16		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	99.67	1-Jul-21	Indefinite	N/A		Payment is made within 30 days from the date of issuing the invoice.
17	2630/ 1Mar2018	Reinvoicing common expenses (security services)	1.03	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
18	10335/ 1Aug2007	Revenues from the re-invoicing of common expenses	33.65	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
19	C37109/2022	Reinvoicing common expenses	1.19	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
<p align="center"><b>Seller/Service provider: EFSA</b>  <b>Buyer/Beneficiary: DEER</b></p>								
20	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	32,329.17	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
21	Convention 72/34/26Jan2017 - Cluj Convention 13/02Feb2017 - Gherla Convention 21/18Feb2010 - Oradea AD1/13Jul2018 AD2/01Mar2019 AD4/13Feb2019 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	3.76	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
22	AD 6 / 21Dec2021 at Electricity supply 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	16,483.49	1-Jun-17	31-Dec-22	N/A	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. The value of the penalties cannot exceed the value of the invoice.	The payment of the issued invoices will be made through legal instruments. The due date is 10 banking days from the date of the invoice. Grace period 30 calendar days from the due date
23	Contract 822 / 4 Oct 2021	Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003	69.80	1-Aug-17	See Note 1	N/A	If the beneficiary does not pay the counter value of the invoices within 30 calendar days from the established due date, the beneficiary owes the supplier penalties in the amount of 0.04% for each day of delay, starting with the 31st day from the due date and until full payment of the invoice. The value of the penalties cannot exceed the value of the amount paid	The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration to the beneficiary.

	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
24	Ctr 876/ 31Dec2015, AD 3/ 18Jan2019 Utility re-invoicing according to the Annex 2 Bv	Utility re-invoicing	5.51	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
25	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	-388.14	1-Mar-22	1-Jan-23	See Note 2	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.	The payment of the issued invoices will be made through legal instruments. The due date is 30 banking days from the date of the invoice. The invoice is considered paid on the date of crediting the EFSA supplier's bank account.

Total executed during reporting period 12 January - 9 March 2023: RON 318,440.26 th.

Due and not due mutual debts of EFSA to DEER at 8 March 2023: RON 367,292.92 th

Due and not due mutual debts of DEER to EFSA at 8 March 2023: RON 19,425.50 th

**Note 1** According to the address from DEER 172727/ 12 Jul 2022, Contract 822/ 4 Oct 2021 was terminated citing a Decision of the High Court of Cassation and Justice 3807/2022. Consumption will continue to be billed until 30 June 2022.

**Note 2** 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

**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: 2 May 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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), subsidiary of Societatea Energetica Electrica SA (Electrica) and OPCOM**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 7 February - 2 May 2023, of some transactions between DEER, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, 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 the Annex below.

Note: Some invoices issued between 31 January and 6 February 2023 were received, for reasons independent of DEER, after 6 February 2023, so the transactions related to these invoices were included in this report.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by DEER and OPCOM between 7 February - 2 May 2023 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: OPCOM Beneficiary: DEER							
DEER no.124/T/10/ 6 Jan 2021 OPCOM no. 07/ 4 Jan 2021	Purchase of electricity - DAM	36,010.46	4 Jan 2021	undetermined	33,000	N/A	Daily payment by direct debiting of the DEER account.
	Trading tariffs – DAM	24.81				N/A	Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. The invoice is considered paid on the date of registration of the payment in the bank statement of OPCOM.
DEER nr.89/09Jan2023 OCOM nr. 325/04Jan2023	Representation on the REMIT energy market (ACER report - details of wholesale energy contracts)	6.44	6 Jul 2021	undetermined	N/A	N/A	The payment of the invoice is made, by the participant in the respective market, in full, by bank transfer, with a payment order, within a maximum of 5 (five) working days from the date of receipt of the invoice.
Convention DEER no.6587/19 Dec 2022 OCOM no. 52761/13 Dec 2022 Agreement DEER no.6826/29 Dec 2022 OCOM n0. 55430/23 Dec 2022 AD1 55430/23 Dec 2022 is being signed	Purchase of electricity on MACEE	188,986.55	23 Dec 2022	31 Dec 2023	168,130	N/A	Daily payment by direct debiting of the DEER SA account for the month of January 2023
	Trading tariff on MACEE	86.76	23 Dec 2022	31 Dec 2023		N/A	Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice. The invoice is considered paid on the date of registration of the payment in the bank statement of OPCOM
Provider: DEER Beneficiary: OPCOM							
DEER no.124/T/10/ 6 Jan 2021 OPCOM no. 07/ 4 Jan 2021	Sale of electricity - DAM	1,275.48	4 Jan 2021	undetermined	N/A	N/A	Daily collection by direct debiting of the DEER SA account

**Total executed amount during 7 February - 2 May 2023: RON 226,390.50 th**

**Due and not due mutual receivables of DEER from OPCOM on 2 May 2023: RON 0 th.**

**Due and not due mutual debts of DEER to OPCOM on 2 May 2023: RON 56,886.31 th.**

**Note:** According to the document "SUMMARY of the procedure regarding the invoicing and payment of the regulated tariff practiced by the electricity market operator for the services provided to the participants in the centralized electricity and green certificate markets", available on the OPCOM website [here](#), whose provisions are also taken over in EFSA's internal procedures /DEER, invoices are issued by OPCOM, as well as by the OPCOM market participant, respectively the ELSA branch, and sent electronically in the first three working days of the month following the month in which the sale/purchase transactions were carried out, and the date of the invoice must be the last day of the month in which the transactions were made and must reach the partner within the first 10 calendar days of the following month. Thus, although the transactions and invoices are dated the last day of the previous month, ELSA reporting is carried out within a maximum of 24 hours from the date of actual receipt/transmission by electronic means of the invoices from/to OPCOM.

**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: 4 May 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica), with OPCOM**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 1 March – 30 April 2023, of some transactions between EFSA, Electrica's subsidiary, and OPCOM, whose cumulated value exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, 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 the Annex below.

According to the contractual conditions between EFSA and OPCOM in the conventions in the table in the annex, invoices are issued with the date of the last day of the month of delivery and are sent electronically either in the first three working banking days of the following month, or in the first 5 working days of the following month for which the services are provided/months of delivery/months in which the transactions are carried out (see the column "Terms and payment methods"). Thus, some of the invoices included in this report were received and registered after 30 April 2023 (the date when the reporting threshold was exceeded), this represents the reason for the date of this report.

**CFO**  
**Stefan Frangulea**



**Annex: Details regarding the transactions concluded by EFSA with OPCOM in the period 1 March – 30 April 2023 of the kind listed in Art. 108 of Law No. 24/2017**

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
<b>Buyer: EFSA</b> <b>Seller: OPCOM</b>							
1. Convention No. 65/7473/ 3 Feb 2023	Sell - purchase of electricity - DAM + IM Transaction and administration tariff	180,937.51	1 Jan 2023	undetermined	82,041	See Note 1 below	<p>The buyer must ensure the necessary financial availability to debit the account opened at the Settlement Bank, at the amount requested by OPCOM S.A. through the direct debit instruction calculated according to the Daily Settlement Notes, at the terms provided in the SEPA Direct Debit Mandate and to document, monthly, the collection of rights and the payment of mutual obligations, of equal value, by accessing the compensation/regularization mechanisms provided in the "Procedure regarding receipts and payments related to transactions on the Market..."</p> <p>OPCOM S.A. issues the invoices dated the last day of the month of delivery and sends them, signed electronically, by email, to the Participants in the first three banking days of the month following the month of delivery.</p> <p>The participant has the obligation to ensure the necessary availability in the current account opened at the Settlement Bank, in order to debit the amounts related to the value of the net payment obligations.</p>
2. Convention PC OTC, PCCB-LE-FLEX, PCCB-NC 963/28Dec.2022	Centralized Market organization and administration services with continuous double negotiation of bilateral and forward electricity contracts	1.22	28 Dec 2022	undetermined	N/A	See Note 2 below	<p>The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made.</p> <p>Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.</p>
3. Convention PCSCV/ PC ESRE CV 962/ 28Dec2022	Centralized Market organization and administration services for electricity from renewable sources supported through green certificates	94.89	28 Dec 2022	undetermined	N/A	See Note 3 below	

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
4. Convention for Participation on the Intraday Market no. 38104/ 17 Aug 2021	Trading tariffs – PCCB-LE FLEX	80.23	17 Aug 2021	undetermined	N/A	N/A	The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.
5. Agreement 81670/1 Oct 2011 AD3/1274/7Jul2021	Data access and reporting for compliance with the provisions on the integrity and transparency of the wholesale energy market (REMIT)	1.90	7 July 2021	undetermined	N/A	See Note 4 below	The invoice will be issued and sent electronically (by e-mail) by OPCOM within no more than 5 working days from the date of receipt of the invoice from ACER and will contain the breakdown of the fee charged by ACER in 2021 by component. The Market Participant undertakes to pay the invoice in full by bank transfer, with a payment order, within a maximum of 5 working days from the date of its receipt.
6. Agreement 55659/27Dec2022 MACEE AD2/24Feb2023	Sale/purchase of electricity through The annual mechanism for the centralized purchase of electricity (MACEE)	95,478.00	1 Mar 2023	31 Jan 2023	25,250		The buyer has the obligation to have and maintain a cash account (lei) at a commercial bank in Romania and to conclude a SEPA Direct Debit Mandate by which he authorizes that OPCOM S.A. to issue whenever necessary an IDD on his account in accordance with the provisions imposed under the Procedure regarding collections and payments related to sales and purchases through MACEE. The Seller issues the invoice for the value of the electricity sold, with the date of the last day of the month of delivery for which it is issued, and sends it to the Buyer, signed electronically, by email, in the first 4 bank working days of the month following the month of delivery.
7. Convention 52627/12Dec2022 MACEE	Organization and administration services of the Centralized Electricity Purchase Mechanism (MACEE)	20.38	12 Dec 2022	31 Dec 2023	115,000		The invoice related to the bilateral T trans value (to which VAT is added, as the case may be) is sent electronically (by e-mail) in the first 3 working days of the month following the month in which the electricity sale-purchase transactions were made. Payment by bank transfer, with payment order, within a maximum of 5 working days from the date of receipt of the invoice.

Agreement Type and No., execution date	Scope of the agreement	Value of transactions (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties (RON th.)	Payment due dates and payment methods
<b>Seller: EFSA</b> <b>Buyer: OPCOM</b>							
8. Convention No. 65/7473/ 3 Feb 2023	Sell - purchase of electricity - DAM + IM Trading and administration tariff	2,767.55	1 Jan 2023	undetermined	N/A	N/A	DAM Participants issue the invoices, with the date of the last day of the delivery month and send them to OPCOM S.A. by e-mail / fax, in the first three working banking days of the month following the month of delivery.

**Total executed amount during 1 March – 30 April 2023: RON 279,381.68 th.**

**Due and not due mutual receivables of EFSA from OPCOM at 28 Apr 2023: RON -1.29 th.**

**Due and not due mutual debts of EFSA to OPCOM at 28 Apr 2023: RON -75,957.84 th.**

Note 1: The letter of bank payment guarantee/financial guarantee in the form of a cash deposit remitted to the account of OPCOM S.A. will be executed on the working banking day following the day on which the refusal to execute the IDD was received.

Note 2: To pay, within five (5) working days from the date of transmission of the request by OPCOM, the penalty provided by the Procedure.

Note 3: To pay the equivalent of the penalty, if, due to his fault, a transaction on PCSCV is canceled.

Note 4: OPCOM has the right to suspend the execution of the obligations assumed by the Agreement if the Beneficiary of the Services does not fulfill his payment obligation in full, within a maximum of 5 (five) working days from the date of receipt of the invoice, without prior notification being necessary. During the suspension period, i.e. starting with the date immediately following the deadline of maximum 5 (five) working days (offer/transaction day, as the case may be) for the fulfillment of the payment obligations, OPCOM is exonerated from any responsibility for the non-execution of the obligations assumed by the Agreement. The suspension of the execution of OPCOM's obligations will last until the moment when the Beneficiary of the Services fully pays the outstanding amounts due to OPCOM.

**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 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code**

**Report date: 11 May 2023**

**Company name: Societatea Energetica Electrica S.A. (Electrica)**

**Headquarters: 9 Grigore Alexandrescu Street, 1<sup>st</sup> 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/execution, in the period 10 March - 10 May 2023, of some transactions between DEER and EFSA, Electrica's subsidiaries, whose cumulated value exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, 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 the Annex below.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by DEER with EFSA in the period 10 March 2023 - 10 May 2023 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
<b>Seller/Service provider: DEER-TN</b> <b>Buyer/Beneficiary: EFSA</b>								
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	95,177.95	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	678.29				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	133.82	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/ 8Mar2011-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 - Zalău			1 Jan 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
<p align="center"><b>Seller/Service provider: DEER-TS</b>  <b>Buyer/Beneficiary: EFSA</b></p>								
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	80,365.62	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.	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..
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	395.67	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	111.32	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	Payment is made within 10 working days from the date of registration of the invoice by the tenant
13	C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C 22/15Feb2018 AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018	Providing the representation service as the Party Responsible for Balancing	2,556.35	15-Feb-18	Indefinite	N/A	<p>Art. 16.1 If, 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, an amount equal to a percentage of 1.5% of the established tariff conf of Annex 2.</p> <p>Art 16.2 If the Purchaser does not fulfill any payment obligation arising from the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage rate for each day of delay is the interest due for non-payment of obligations for the state budget.</p> <p>Art 16.3 The same penalties as those stipulated in art 16.2 will be charged for any sums owed by the Purchaser based on the contract.</p>	The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt

	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
<b>Seller/Service provider: DEER-MN</b> <b>Buyer/Beneficiary: EFSA</b>								
15	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	98,427.47	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.
16		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	637.26	1-Jul-21	Indefinite	N/A		Payment is made within 30 days from the date of issuing the invoice.
17	2630/ 1Mar2018	Reinvoicing common expenses (security services)	2.56	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
18	10335/ 1Aug2007	Revenues from the re-invoicing of common expenses	25.31	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
19	C37109/2022	Reinvoicing common expenses	0.62	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
<b>Seller/Service provider: EFSA</b> <b>Buyer/Beneficiary: DEER</b>								
20	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	36,487.53	1-Mar-18	31Dec2022 with automatic extension for periods of 12 months according to AD 4/ 16Dec2019	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
21	Convention 72/34/26Jan2017 - Cluj Convention 13/02Feb2017 - Gherla Convention 21/18Feb2010 - Oradea AD1/13Jul2018 AD2/01Mar2019 AD4/13Feb2019 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	4.11	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
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	5,181.34	1-Jun-17	31-Dec-22	See Note 1	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.  The value of the penalties cannot exceed the value of the invoice.	The payment of the issued invoices will be made through legal instruments. The due date is 10 banking days from the date of the invoice. Grace period 30 calendar days from the due 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	Contract 822 / 4 Oct 2021	Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003	8.33	1-Aug-17	See Note 2	N/A	If the beneficiary does not pay the counter value of the invoices within 30 calendar days from the established due date, the beneficiary owes the supplier penalties in the amount of 0.04% for each day of delay, starting with the 31st day from the due date and until full payment of the invoice. The value of the penalties cannot exceed the value of the amount paid	The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration to the beneficiary.
24	Ctr 876/ 31Dec2015, AD 3/ 18Jan2019 Utility re-invoicing according to the Annex 2 Bv	Utility re-invoicing	34.00	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

Total executed during reporting period 10 March - 10 May 2023: RON 320,227.53 th.

Due and not due mutual debts of EFSA to DEER at 9 May 2023: RON 376,338.78 th

Due and not due mutual debts of DEER to EFSA at 9 May 2023: RON 4,306.99 th

**Note 1** The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within 15 days from the date of interruption of the electricity supply.

**Note 2** According to the address from DEER 172727/ 12 Jul 2022, Contract 822/ 4 Oct 2021 was terminated citing a Decision of the High Court of Cassation and Justice 3807/2022. Consumption will continue to be billed until 30 June 2022.

**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: **24 May 2023**

Company name: **Societatea Energetica Electrica S.A. (Electrica)**

Headquarters: **9 Grigore Alexandrescu Street, 1<sup>st</sup> 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 Electrica Furnizare SA (EFSA), subsidiary of Societatea Energetica Electrica SA (Electrica) with Compania Nationala de Transport al Energiei Electrice Transelectrica S.A. (TEL)**

Electrica informs its shareholders and investors about the conclusion/execution, in the period 26 January 2023 - 23 May 2023, of some transactions between EFSA, Electrica's subsidiary, and TEL, whose cumulated value exceeds the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements at 31 December 2022, respectively exceeds the value of RON 199,818,824.

Details regarding these transactions, 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 the Annex below attached.

Note: In this current report are included some invoices related to 17-18 January 2023, which were registered after the current report published on 26 January 2023 on BVB with Iris code C9087 and on LSE with RNS Number 0166O.

Also, in the current report published on 26 January, 2023, several invoices in the amount of RON 28,886.17 th were included on the Contract no. 35/ 12 February 2021, instead of Convention 416 / 20 December 2013.

**CFO**  
**Stefan Frangulea**

**Annex: Details regarding the transactions concluded by EFSA with TEL in the period 26 January - 23 May 2023 of the kind listed in Art. 108 of Law No. 24/2017**

No.	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
<b>Buyer: EFSA</b> <b>Seller: TEL</b>								
1	Convention No. 416 / 20 Dec 2013	Electricity transport and system services	58.95	1-Jan-14	31-Dec-23	27,614	In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due	Payment is made within a maximum of 10 days from receipt of the invoice
2	Contract 59819/970/30Dec 2022	Electricity transport and system services (it replaces the contract C416 / 20 Dec 2013)	69,808.33	1-Jan-23	Undetermined	27,506	In case of non-fulfillment within 5 calendar days from the due date of the obligations, the beneficiary pays in addition to the amount due, a penalty interest on this amount, corresponding as a percentage of interest due for non-payment of obligations to the state budget, for each day delay, starting with the day following the date of the deadline until the day of payment (exclusive). The total value of the penalties may not exceed the value of the amount due	Payment is made within a maximum of 10 days from receipt of the invoice
3	Convention No. 275 / 19 Oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	85,159.09	1-Sep-20	Undetermined until its termination by any of the parties	45,828	In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
4	Contract 35 / 12 Feb 2021	Contribution to high efficiency cogeneration	16,258.28	12-Feb-21	18 months from the date of termination of state aid established by Government Decision no. 1215/2009	N/A	In case of non-payment of due invoices, the guilty party has the obligation to pay penalty interest charged for late payment, equal to the level of delay interest charged for non-payment of obligations to the state budget, for each day of delay after the due date, until on the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The contributor pays the invoices sent by the administrator of the support scheme within 7 days from their receipt, but not later than the 20th day of each month following the month of the consumption.

No.	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
<b>Buyer: TEL</b> <b>Seller: EFSA</b>								
5	Convention No. 275 / 19 Oct 2020	Sale and purchase of electricity between the parties, as a result of production / consumption imbalances of PRE that were offset by Transelectrica on the balancing market in accordance with the provisions of the regulations in force	58,013.93	1-Sep-20	Undetermined until its termination by any of the parties	N/A	In case of non-payment of invoices on time, PRE pays a penalty equal to an additional amount compared to the amount due to be paid and includes interest accrued for any amounts due and unpaid, calculated as a percentage of the delay penalty charged for non-payment of obligations to the state budget, starting with the day following the deadline on which the payments should have been made and ending with the day preceding the day on which the outstanding amounts were actually paid	Payment is made within a maximum of 5 working days from date of issuing the invoice
6	Contract no. 321 / 20Jul2004 TN AA no. 15 / 30Jul2020 Contract no. 575 / 6Nov2017 - MN AA Nr.2 / 18Apr2019	Re-invoicing – pensioners energy quota	-35.25	20-Jul.-04 07-Nov.-17	During the period GD 1041/2003 and GD 1461/200	N/A	Ctr. No. 321: penalties in the amount of 0.05% of the value of the contract related to the month in which non-fulfilment was found, for each day of delay, until the actual fulfillment of the obligation, but not more than this value. Ctr. No. 575: penalties equal to the interest due for late payment of obligations to the state budget, for each day of delay, starting with the day following the deadline on which the payments should have been made and ending with the day on which the outstanding amounts were actually paid, including payment date. The total amount of the penalties shall not exceed the invoice amount.	Ctr. 321: until the 25th of the month following the reference month Ctr. 575: within 30 calendar days from the date of issue
7	Convention No. 301 / 12Apr2022	Re-invoicing utilities	75.71	1-Mar-22	Indefinite, until terminated by any of the parties with 30 days notice, bankruptcy, dissolution or by additional act with the agreement of the parties	N/A	If the invoices are not honored within the stipulated term, the supplier is entitled to claim penalties of 0.02% for each day of delay, calculated at the amount of the unpaid amount. The value of the calculated penalties may not exceed the amount of the unpaid amount	The payment term is 15 days from the date of registration of the documents re-invoiced by CN de Transport a Energiei Electrica Transelectrica SA.

**Total executed during reporting period 26 January - 23 May 2023: RON 229,339.05 th**

**Due and not due mutual receivables EFSA from TEL at 22 May 2023: RON -27.53 th**

**Due and not due mutual debts EFSA to TEL at 22 May 2023: RON -44.38 th**