

**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: **19 December 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 9 November – 18 December 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 30 June 2023, respectively exceeds the value of RON 198,490,436.

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 9 November - 18 December 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
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	60,798.99	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	1,141.77				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

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
3	Convention 50277/22Feb2016, AD 53229 A/20Oct2020 - Bistrita	Re-invoicing utilities expenses	52.99	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-11			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				
7	Convention 1193/9 Jan 2017, AD3/21 Sept 2019 - Baia Mare			1-Jan-17				
8	Convention 17/ 28 Feb 2019 - Cluj			1-Mar-19				
9	Convention 70022/05.01.2017, AD 71117A/1267/18.07.2018 - Zalau			1 Jan 2017				
10	Transaction from 10 Nov 2023	Providing IT & C services by DEER	662.32	10 Nov 2023		N/A		EFSA will pay for the services rendered within 30 calendar days from the closing of the Transaction

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
Seller/Service provider: DEER-TS Buyer/Beneficiary: EFSA								
11	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	99,469.89	1-Jul-21	Indefinite	N/A	<p>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.</p>	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..
12		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	1,172.48	1-Jul-21	Indefinite			Payment is made within 10 working days from the date of issuing/sending the invoice.
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	3,890.96	15-Feb-18	Indefinite	N/A	<p>Art. 16.1 If, due to its exclusive fault, the Provider fails to fulfill its obligations undertaken through 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
14	C3215/11Jul2023	IT & C user support services, cyber security services, telecommunications services, IT & C infrastructure management services	553.17	11-Jul-23	11-Jul-24	N/A	<p>Art 19.1 - If, due to his exclusive fault, the provider fails to fulfill the obligations undertaken through the contract, then the beneficiary has the right to claim, as penalties, an amount equivalent to a percentage of 0.03% for each day of delay, applicable to the value of services not provided.</p> <p>Art 19.2 - If the beneficiary does not honor the invoices issued by the supplier within the terms stipulated in clause 15.1, then the supplier is entitled to claim penalties of 0.03% per day of delay, calculated on the value of the unpaid amount.</p>	Payment is made within 30 calendar days from the date of registration of the invoice at the registry of the beneficiary

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
15	C-1345/I/7000/23Jan2019 and AD 87 / 31Jul2023	Re-invoicing space rents	65.02	1 Jan 2019	31-Dec-23	N/A	In case of non-fulfilment of the payment obligations on the due date, the Tenant is obliged to pay, as penalties, an amount equivalent to 0.02% of the amount not paid on time, for each day of delay, starting from the next day of the due date until the date of actual payment.	Payment is made within 10 working days from the date of registration of the invoice by the tenant.
16	C3215/11.07.2023	Income from providing IT&C services	5.03	11 Jul 2023	11-Jul-24	N/A	See Note 4	The beneficiary will pay for the services rendered within 30 calendar days from the date of registration of the invoice at the beneficiary's registry.
17	Transaction from 10 Nov 2023	Providing IT & C services by DEER	684.76	10 Nov 2023		N/A		EFSA will pay for the services rendered within 30 calendar days from the closing of the Transaction

**Seller/Service provider: DEER-MN**

**Buyer/Beneficiary: EFSA**

18	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	68,468.63	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.
19		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	1,220.76	1-Jul-21	Indefinite	N/A		Payment is made within 30 days from the date of issuing the invoice.

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
20	2630/ 1Mar2018	Reinvoicing common expenses (security services)	0.56	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
21	10335/ 1Aug2007	Revenues from the re-invoicing of common expenses	21.31	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
22	C37109/2022	Reinvoicing common expenses	0.87	1-Mar-19	31-Dec-23	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
23	C3215/11Jul2023	Revenue from providing IT&C services	37.41	11 Jul 2023	11-Jul-24	N/A	See Note 4	The beneficiary will pay for the services rendered within 30 calendar days from the date of registration of the invoice at the beneficiary's registry.
24	Convention 1/2008 AD22/28Mar2023	Reinvoicing common expenses	519.80	1 februarie 2008	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 10 calendar days from the date of issuing the invoice
<b>Seller/Service provider: EFSA Buyer/Beneficiary: DEER</b>								
25	Ctr. 22/15Feb2018 AD 4/16Dec2019 AD 5/31Dec2020 AD 6/1Feb2021 AD 7/3Jun2021	Providing the representation service as Balancing Responsible Party	4,999.43	1-Jan-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% of the monthly tariff established.	Payment is made within 3 working days from the date of receipt of the invoice
26	Convention 72/34/26Jan2017 - Cluj Convention 13/02Feb2017 - Gherla Convention 21/18Feb2010 - Oradea AD1/13Jul2018 AD2/01Mar2019 AD4/13Feb2019 la Rental contract 885/31Dec2015 AD3/31Aug2022	Reinvoicing - energy quota for pensioners; Consideration for electricity granted to natural persons beneficiaries of the provisions of GD 1041/2003 and GD 1461/2003	3.14	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

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
27	Contract 822 / 04 Oct 2021	Re-invoicing - energy quota for pensioners; Electricity countervalue granted to individuals benefiting from the provisions of HG.1041/2003 and HG.1461/2003	0.21	1-Aug-07	See Note 2	N/A	Art. 4.1.5. If the payer does not pay the counter value of the invoices within 30 days from the established due date, he owes the provider penalties equal to the level of interest charged for the late payment of debts to the state budget for each day of delay after the due date and until payment in full, including the day of payment. The amount of the penalties cannot exceed the amount paid. Art 5.1.2. If the provider does not fulfill its assumed obligation to send the invoice to the payer within 3 days, the payer has the right to calculate damages - interests equal to the amount equivalent to the share of 0.1% of the contract value (of the settlement invoice ) 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.	The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration by the beneficiary.
28	AD 11 / 30Jun2023 at Electricity supply contract 189 / 27.03.2017	Extension of the electricity supply contract on the competitive active energy market, with a fixed value	5,605.19	1-Jun-17	31-Dec-23	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
29	Ctr Natural Gas Supply no. 15292085-GN/ 28 Feb 2022 AD3/12 June 2023	Extension of the natural gas supply contract on the competitive active energy market, until 31 December 2023	6.24	1-Mar-22	31-Dec-23	See Note 3	The party that does not perform its obligations under the contract by the due date is legally in default 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 issuing the invoice. The invoice is considered paid on the date of crediting the EFSA supplier's bank account.

**Total executed during reporting period 9 November - 18 December 2023: RON 249,380.92 th**

**Due and not due mutual debts of EFSA to DEER at 15 December 2023: RON 946,360.55 th**

**Due and not due mutual debts of DEER to EFSA at 15 December 2023: RON 6,850.02 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.

**Note 3**

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.

**Note 4**

Art.15.2 - Failure by the beneficiary to pay the invoices issued by the service provider within the established term, of the obligations provided for in art.15.1., shall entail the obligation of the service provider to pay penalties in the amount and under the conditions established in art.19 of the contract.

Art 19.1 - If the service provider, through its own fault, fails to fulfil its obligations under the contract, then the beneficiary is entitled to claim, as penalties, an amount equivalent to a percentage rate of 0.03% for each day of delay, applicable to the value of the services not provided.

Art 19.2 - If the beneficiary does not honour the invoices issued by the supplier within the time limits provided for in clause 15.1, then the provider is entitled to claim penalties of 0.03% per day of delay, calculated on the value of the amount not paid.