APPROVED BY
THE RESOLUTION OF THE BOARD OF
DIRECTORS OF PJSC ENEL RUSSIA
(MINUTES NO. 08|/22 DATED 28.04.2022)

**The report on related-party transactions, concluded by the Company in 2021**

| ***Agreement for the provision of services*** | |
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| Significant terms and conditions | Parties of the agreement: Enel Global Thermal Generation S.r.l. and PJSC Enel Russia.<br>Subject of the agreement: Enel Global Thermal Generation S.r.l. shall perform in favour and for the benefit of PJSC Enel Russia the provision of services in the following areas: Health, Safety, Engineering Support (except for modernisation within tenders and support with pre-feasibility studies), People and Organization, Planning and Control, Legal Affairs, other staff functions, and PJSC Enel Russia shall undertake to pay Enel Global Thermal Generation S.r.l. for the above-mentioned services in line with the agreement.<br>Period of services: January 1, 2021 – December 31, 2021.<br>The agreement price: The price shall not exceed EUR three million (3 000 000) (VAT excluded).<br>Duration of the agreement: The agreement shall come into force after its signature and shall be valid until full performance of the parties' obligations. The agreement will be enforced with respect to parties' relations arising since January 1, 2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be admitted as the entity having interest in transaction since PJSC Enel Russia and Enel Global Thermal Generation S.r.l. are under direct control of Enel S.p.A. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 12/21, dd September 30,2021. |

| ***Agreement for the provision of services*** | |
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| Significant terms and conditions | Parties of the agreement: Enel Global Thermal Generation S.r.l. and PJSC Enel Russia.<br>Subject of the agreement: Enel Global Thermal Generation S.r.l. shall perform in favour and for the benefit of PJSC Enel Russia the provision of services in the area of Procurement and related staff functions, and PJSC Enel Russia shall undertake to pay Enel Global Thermal Generation S.r.l. for the above-mentioned services in line with the agreement.<br>Period of services: January 1, 2021 – December 31, 2021.<br>The agreement price: The price shall not exceed EUR two hundred forty thousand (240 000) (VAT excluded).<br>Duration of the agreement: The agreement shall come into force after its signature and shall be valid until full performance of the parties' obligations. The agreement will be enforced with respect to parties' relations arising since January 1, 2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be admitted as the entity having interest in transaction since PJSC Enel Russia and Enel Global Thermal Generation S.r.l. are under direct control of Enel S.p.A. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 12/21, dd September 30,2021. |

| ***Agreement for the provision of services*** | |
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| Significant terms and conditions | Parties of the agreement: Enel S.p.A. and PJSC Enel Russia. |

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| | Subject of the agreement: Enel S.p.A. shall perform in favour and for the benefit of PJSC Enel Russia the provision of services in the following areas: Administration, Finance & Control, Communications, Innovation and Sustainability, People and Organization, Legal and Corporate Affairs, and PJSC Enel Russia shall undertake to pay Enel S.p.A. for the above-mentioned services in line with the agreement.<br>Period of services: January 1, 2021 – December 31, 2021.<br>The agreement price: The price shall not exceed EUR one million (1 000 000) (VAT excluded).<br>Duration of the agreement: The agreement shall come into force after its signature and shall be valid until full performance of the parties' obligations. The agreement will be enforced with respect to parties' relations arising since January 1, 2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be admitted as the entity having interest in transaction since PJSC Enel Russia is under direct control of Enel.S.p.A. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 12/21, dd September 30, 2021. |

| ***Agreement for the provision of services*** | |
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| Significant terms and conditions | Parties of the agreement: Enel Global Trading S.p.A. and PJSC Enel Russia.<br>Subject of the agreement: Enel Global Trading S.p.A. shall perform in favour and for the benefit of PJSC Enel Russia the provision of services in the following areas: Planning and Control, Audit, People and Organization and Global Trading Innovability, and PJSC Enel Russia shall undertake to pay Enel Global Trading S.p.A. for the above-mentioned services in line with the agreement.<br>Period of services: 01.01.2021 – 31.12.2021.<br>The agreement price: The price shall not exceed EUR 216 000 (VAT excluded).<br>Duration of the agreement: The agreement shall come into force after its signature and shall be valid until full performance of the parties' obligations. The agreement will be enforced with respect to parties' relations arising since 01.01.2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be admitted as the entity having interest in transaction since it is the controlling entity of PJSC Enel Russia owing its shares in direct possession and it is also the controlling entity of Enel Global Trading S.p.A., owing its participations in direct possession. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 8/21, dd. May 28,2021 |

| ***Secondment agreement*** | |
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| Significant terms and conditions | Parties of the contract: Enel Global Thermal Generation S.r.l. - "Home company"; PJSC Enel Russia - "Host company".<br>Subject of the Contract Enel Global Thermal Generation S.r.l. temporarily provides PJSC Enel Russia with specialized personnel for project management in thermal generation in the amount of no more than 1 (one) person, and PJSC Enel Russia shall undertake to pay in favor of Enel Global Thermal Generation S.r.l. the secondment service for defined period.<br>Price of the contract: Shall not exceed 240 000 Euro per year, net of VAT RF.<br>Term of services: From January 01, 2020 till December 31, 2020.<br>Term of the contract: The contract shall come into force after its signature and shall be enforced with respect to the parties' relations arising since January 01, 2020. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since it is the direct controlling entity of PJSC Enel Russia and Enel Global Thermal Generation S.r.l. |
| Management body that approved the transaction; | Board of Directors of PJSC Enel Russia, Minutes № 8/20 dd. June 29,2021 |

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| No. and date of the Minutes | |

| ***Additional agreement to secondment agreement*** | |
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| Significant terms and conditions | Parties of the additional agreement: Enel Global Thermal Generation S.r.l. - “Home company”; PJSC Enel Russia - “Host company”.<br>Subject of the additional agreement: Enel Global Thermal Generation S.r.l. temporarily provides PJSC Enel Russia with specialized personnel for project management in thermal generation in the amount of no more than 1 (one) person, and PJSC Enel Russia shall undertake to pay in favor of Enel Global Thermal Generation S.r.l. the secondment service for defined period.<br>Price of the additional agreement Shall not exceed 240 000 Euro, net of VAT RF.<br>Term of services: From January 01, 2021 till December 31, 2021.<br>Term of the additional agreement: The additional agreement shall come into force after its signature and shall be enforced with respect to the Parties’ relations arising since January 01, 2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since it is the direct controlling entity of PJSC Enel Russia and Enel Global Thermal Generation S.r.l. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 14/20 dd. November 26, 2020 |

| ***Agreement for the provision of services*** | |
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| Significant terms and conditions | Parties of the contract: Enel Global Trading S.p.A. (Enel Global Trading or the Provider), PJSC Enel Russia (Enel Russia or the Client).<br>Subject of the contract<br>• corrective maintenance for Allegro system,<br>• operation services of Data Center.<br>Value cap of the contract: will not exceed 33 838 Euro excluding VAT.<br>Period of the contract: January 01, 2021 - December 31, 2021Price of the contract services: Value of one or more contract items, which are indicated above may be insignificantly change (not more than 5%), but the total contract amount will not be exceeded.<br>Term of the contract: The contract will enter into force on signing by the Parties and shall be valid until complete performance of the parties’ obligations. It shall be applicable to the relations of the parties starting from January 01, 2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the direct controlling entity of PJSC Enel Russia and Enel Global Trading S.p.A. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 6/12 dd. April 23,2021 |

| ***Agreement for the provision of services*** | |
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| Significant terms and conditions | Parties of the contract: Enel S.p.A. (Enel SPA or the Provider), PJSC Enel Russia (Enel Russia or the Client).<br>Subject of the Contract<br>• development for SAP system,<br>• implementation of GECM system,<br>• implementation of MUREX system,<br>• implementation of Tax monitoring system,<br>• development for Suite Ufficio Legale system,<br>• operation services for GoSign system,<br>• global support of Applications, Mobile solutions and API ecosystem, |

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| | • service for General Data Protection.<br>• Service Now and IT Service Management improvement.<br>Value cap of the contract: will not exceed 1 064 079 Euro excluding VAT.<br>Period of the contract: January 01, 2021 - December 31, 2021<br>Price of the contract services: Value of one or more contract items, which are indicated above may be insignificantly change (not more than 5%), but the total contract amount will not be exceeded.<br>Term of the contract: The contract will enter into force on signing by the Parties and shall be valid until complete performance of the Parties' obligations. It shall be applicable to the relations of the Parties starting from January 01, 2021 2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the direct controlling entity of PJSC Enel Russia |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 6/12 dd. April 23,2021<br>Board of Directors of PJSC Enel Russia, Minutes № 8/21 dd. May 28,2021 |

| ***Agreement for the provision of services*** | |
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| Significant terms and conditions | Parties of the contract: Enel Global Thermal Generation S.r.l. (Enel GTG or the Provider), PJSC Enel Russia (Enel Russia or the Client).<br>Subject of the Contract: The Provider shall render following ICT services for the Client during 2021:<br>• operation services of Data Center and Telecommunication,<br>• development for Global SAP system,<br>• corrective maintenance for Global SAP system,<br>• Global SAP technical support,<br>• Cyber Security services for the Enel Global Information systems,<br>• OSI Soft technical support,<br>• development and corrective maintenance for HSEQ system.<br>Value cap of the contract will not exceed 1 196 310 Euro excluding VAT.<br>Period of the contract January 01, 2021 - December 31, 2021<br><br>The Provider shall render following ICT services for the Client during 2021:<br>• development and corrective maintenance for DGWORLD system.<br>Value cap of the contract: The price of the additional service included to the contract will not exceed 904 529 Euro excluding VAT. The total amount of the contract will not exceed 2 100 839 Euro excluding VAT.<br>Payment time limit: Fees for services provided to be charged within 2022.<br>Period of the contract January 01, 2021 – March 31, 2022<br>Price of the contract services: Value of one or more contract items, which are indicated above may be insignificantly change (not more than 5%), but the total contract amount will not be exceeded.<br>Term of the contract: The contract will enter into force on signing by the Parties and shall be valid until complete performance of the Parties' obligations. It shall be applicable to the relations of the Parties starting from January 01, 2021. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A shall be considered as the entity having interest in transaction since PJSC Enel Russia and Enel Global Thermal Generation S.r.l. are under direct control of Enel S.p.A. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 6/12 dd. April, 23,2021<br>Board of Directors of PJSC Enel Russia, Minutes № 8/21 dd. May 28,2021 |

| ***Loan agreement*** |
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| Significant terms and conditions | Parties of the Agreement: Creditor – PJSC Enel Russia,<br>Borrower – LLC Enel Rus Finance<br>Subject of the Agreement: Loan provision to the Borrower by the Creditor.<br>Approved loan purpose: The loan is provided to the Borrower solely to finance certain activities of the Borrower related to mandatory operating expenses.<br>Maximum loan amount: 4 500 000 RUB<br>Rate: 0 %<br>Maturity date: The final maturity date for each separate tranche is not later than three years from the date of signing of each drawdown application.<br>Other terms and conditions: The amount, the maturity date, repayment schedule, and other terms and conditions to be defined in each specific drawdown application within the above limits. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since LLC Enel Rus Finance is under indirect control of Enel S.p.A. and PJSC Enel Russia is under direct control of Enel S.p.A. |
| Management body that approved the transaction; No. and date of the Minutes | In accordance with the Charter of PJSC Enel Russia no resolution to approve the transaction was taken. |

| ***Addendum to the special purpose loan agreement*** | |
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| Significant terms and conditions | Parties of the addendum: Lender – PJSC Enel Russia; Borrower – LLC Enel Rus Wind Azov.<br>Special purpose loan under the addendum: Loan is provided for financing the development of the project for the construction of a wind generating facility with an estimated capacity of 90,09 MW in Rostov region.<br>Loan Amount under the addendum: shall not exceed one billion seven hundred fifty million (1 750 000 000) RUB.<br>Total Loan Amount under the loan agreement, including this addendum: Shall not exceed three billion eight hundred fifty million (3 850 000 000) RUB.<br>Rate: 0% (zero percent)<br>Maturity: Final maturity of each separate tranche will not exceed 20 (twenty) years from the date of signing of each drawdown notice.<br>Other terms and conditions: Amount, final maturity, repayment schedule, and other terms and conditions to be defined in each specific drawdown notice within the above limits. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the indirect controlling entity of LLC Enel Rus Wind Azov and the direct controlling entity of PJSC Enel Russia, as well.<br>Related party's interest in the authorized (joint-stock) capital (shares held by the related party) of PJSC Enel Russia: 56.43%.<br>Related party's interest in the authorized (joint-stock) capital of LLC Enel Rus Wind Azov: 0%, the share of PJSC Enel Russia in the authorized capital of LLC Enel Rus Wind Azov. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 2/21 dd. 25.02.2021 |

| ***Loan agreement*** | |
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| Significant terms and conditions | Parties of the loan agreement: PJSC Enel Russia – the Creditor,<br>LLC Enel Rus Finance – the Borrower.<br>Subject of the loan agreement: Loan provision to the Borrower by the Creditor.<br>Approved loan purpose:The loan is provided to the Borrower to finance purchase of ordinary shares of PJSC Enel Russia (ENRU) under the LTIP management agreement, as well as to finance activities of the Borrower related to mandatory operating expenses.<br>Maximum loan amount: ninety-four million five hundred thousand (94 500 000) RUB.<br>Rate: 0 % |

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| | Maturity date: The final maturity date for each tranche is no later than three (3) years from the date the Drawdown Application signing.<br>Other terms: The amount, the maturity date, the repayment schedule and other conditions shall be determined in the Drawdown Application within the limits mentioned above. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the controlling entity of LLC Enel Rus Finance owing its shares in authorized capital in indirect possession and the controlling entity of PJSC Enel Russia owing its shares in direct possession. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 10/21 dd. 28.07.2021 |

| ***Addendum to the loan agreement*** | |
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| Significant terms and conditions | Parties of the addendum: Lender – PJSC Enel Russia,<br>Borrower – LLC Enel Rus Wind Kola.<br>Special purpose loan under the addendum: Loans are provided for financing the development of the project for the construction of a wind generating facility with an estimated capacity of 200,97 MW in Murmansk region including the payment under related party transactions of the Borrower and for financing of operating and financial expenses.<br>Loan amount under the addendum: shall not exceed one billion five hundred million (1 500 000 000) RUB.<br>Max loan amount under the loan agreement, including this addendum: Shall not exceed seven billion (7 000 000 000) RUB.<br>Maturity: Final maturity of each separate tranche will not exceed 20 (twenty) years from the date of signing of each drawdown notice. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the indirect controlling entity of LLC Enel Rus Wind Kola and the direct controlling entity of PJSC Enel Russia, as well. |
| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 10/21 dd. 28.07.2021 |

| ***Contributions to the assets*** | |
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| Significant terms and conditions | Parties PJSC Enel Russia – the Sole Participant,<br>LLC Enel Rus Wind Kola – the Company.<br>Purpose: Contributions are provided for financing the activities connected with the construction of a wind farm of an estimated capacity of 200,97 MW in Murmansk region.<br>The total amount of the contributions: one billion three hundred million (1 300 000 000) RUB.<br>Additional terms and conditions The contributions to the Company's assets shall not be a contribution to the Company's authorized capital and shall not change the size and the nominal value of the shares of the Company's participants in the Company's authorized capital. |
| The persons having interest in transaction and the bases on which persons having interest in transaction are as follows | Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the indirect controlling entity of LLC Enel Rus Wind Kola and the direct controlling entity of PJSC Enel Russia, as well. |

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| Management body that approved the transaction; No. and date of the Minutes | Board of Directors of PJSC Enel Russia, Minutes № 10/21 dd. 28.07.2021 |

| ***Liability insurance contract*** | |
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| Significant terms and conditions | Parties to the Contracts: Policyholder – PJSC Enel Russia,<br>Insurer – JSC AIG<br>Subject of the Contracts: In case of an insured event, Insurer shall pay the insurance indemnity according to the terms and conditions of the contracts and applicable law of the Russian Federation.<br>Insurance Object: Insured Party's and/or insured individuals' property interests in connection with the liability according to the applicable law to compensate losses of third parties in case of an insured event.<br>All Coverages: Cover A (Side A)<br>Insured Person Liability<br>The insurer shall pay the loss of each insured person resulting from a claim against the insured person except for and to the extent that the company has indemnified the insured person.<br>Cover B (Side B)<br>Company Reimbursement<br>The insurer shall pay the loss of the company resulting from a claim against the insured person but only when and to the extent that the company has indemnified the insured person for the loss.<br>Cover C – Global program<br>Subsidiaries Directors Liability<br>The insurer shall pay the loss of the subsidiaries directors resulting from a claim against the director.<br>Cover D – Global program<br>Representation at Investigations and Examinations<br>The insurer shall pay the investigations costs.<br>Cover E – Global program<br>Special Excess Protection for Non-Executive Directors<br>The insurer shall pay the loss of each non-executive director resulting from a claim against the non-executive director.<br>Cover F (Side C)<br>Company Liability for Securities Claims<br>The insurer shall pay the loss of the company resulting from a claim against the company for any wrongful act committed by such company arising from a securities claims.<br>Insured Persons:<br>(Beneficiaries) • Including but not limited to:<br>• - members of board of directors, members of executive board, general director, of the Policyholder and its subsidiaries;<br>• - executive directors, heads of departments (functional directors) of the Policyholder and its subsidiaries;<br>• - statutory auditor, General Counsel or Risk Manager (or equivalent position) of the Policyholder and its subsidiaries.<br>Full list of insured persons is as per schedule and policy conditions of Directors & Officers Liability Insurance Policy.<br>Annual insurance Premium: EUR 37 500.<br>Limit of Liability: EUR 15 000 000 aggregate for all insured events, covers, extensions for the policy (contract) period.<br>Additional liability limit (special excess): EUR 1 000 000 for each independent (non-executive) director.<br>Period of the Contract November 10,.2020 to November 09,.2021 |
| The persons having interest in transaction and the bases on which | Members of the Board of Directors of PJSC Enel Russia, members of the Executive Board of PJSC Enel Russia, General Director of PJSC Enel Russia. The bases on which persons having interest in transaction are as follows: members of the Board of |

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| persons having interest in transaction are as follows | Directors of PJSC Enel Russia, members of the Executive Board of PJSC Enel Russia, General Director of PJSC Enel Russia are the beneficiaries under the transactions |
| Management body that approved the transaction; No. and date of the Minutes | Annual General Shareholders' Meeting, Minutes № 1/19 dd June 18, 2019. |

**General Director** **Stephane Zweguintzow**