

No 32601/29.07.2021

NOTE

Information regarding the claims to the Company of former Supervisory Board members recalled by Decision 4/22.06.2021 of the Shareholders' General Ordinary Assembly

By effect of Decision 4/22.06.2021¹ of the Shareholders' general assembly Adrian GOICEA, Luiza POPESCU, Jean – Valentin COMANESCU, Oleg BURLACU, Mircea Cristian STAICU, Mihaela POPESCU and Ciprian Constantin DUMITRU were recalled from their position of Supervisory Board members, having been previously appointed by Decision 9/28.09.2020 of the Shareholders' general assembly.

Four of the seven Supervisory Board members recalled, namely Adrian GOICEA, Luiza POPESCU, Oleg BURLACU and Mircea Cristian STAICU filed claims for the Company based on the clauses of their mandate contracts, which had the form initially approved by Decision 10/28.09.2020² of the Shareholders' general assembly, later amended by Decision 11/21.12.2020³ of the Shareholders' general assembly. The notifications and summons received by the Company are attached to this note, and the total amount of claims is of 3,354,912 Lei (principal).

The relevant documents relating to the Shareholders' general assemblies of 28.09.2020, 21.12.2020 and 22.06.2021 are found on the Company's website, section *Investor Relations/ AGA*.

DIRECTORATE

Chairman	Member	Member	Member	Member
Bogdan	Ionuţ-Bogdan	Adrian	Cătălin-Constantin	Marius-Viorel
TONCESCU	GRECIA	MORARU	NADOLU	STANCIU

LANGUAGE DISCLAIMER: This document represents the English version of the original official Romanian document filed with the Financial Supervisory Authority ASF. The English version has been created for English readers' convenience. Reasonable efforts have been made to provide an accurate translation, however, discrepancies may occur. The Romanian version of this document is the original official document. Any discrepancies or differences created in the translation are not binding. If any questions arise related to the accuracy of the information contained in the English version, please refer to the Romanian version of the document which is the official version.







¹ Items 1.1-1.7 of AGOA Decision 4/2021

² Item 3 of AGOA Decision 10/2020 whereby

³ Item 5 of AGOA Decision 11/2020 whereby the Shareholders' general assembly approves the content of the addendum to the mandate contract concluded between Supervisory Board members and the company, including indicators and the variable component (...)

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C237/30.09.2020 (hereinafter called the 'Contract')

The undersigned Mircea Cristian Staicu,

in capacity of Supervisory Board member / Mandatee of the

I can inform you as follows:

Company,

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C237/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in executing the Contract, Addendum 1 established in item VIII to amend article 9.2 let. A of the Contract, meaning: "A. If this Contract ends according to clause 9.1 (a) above without just cause, the Company will compensate the Mandatee by a sum representing the monthly gross fixed remunerations remaining until mandate end...".

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas while making the payment liabilities of the Contract the provisions of art. 9.2 let A thereof become applicable and article 9.1 (a) of the Contract as well, as amended by Addendum 1;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore I draw up and submit this

NOTIFICATION

Whereby I request payment of <u>605,748.0 Lei</u> representing the compensation related to the monthly gross fixed remunerations remaining until mandate end according to article 9.2 let A of the Contract, namely for the time period July 2021 – September 2024.

I request transferring the respective amount into the undersigned's bank account, namely:

- Holder: Mircea Cristian Staicu

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

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22.06.2021

Mircea Cristian Staicu

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C237/30.09.2020 (hereinafter called the 'Contract')

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in capacity of Supervisory Board member / Mandatee of the

I can inform you as follows:

Company,

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C237/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas while making the payment liabilities under the Contract the provisions of article 5.2.3 and of article 9.1 final para of the Contract become applicable as follows:

- 5.2.3 – "In case the Mandate Contract ends regardless of reason the Company will exercise the restrictive clauses according to clause 5.2.1 let. a) and 5.2.1 let. b) for an additional 12 months' term after Mandate contract ending and the Mandatee commits to observe such restrictive clauses. In such a case the Company will pay to the Mandatee on Contract end

- date at the latest a non-competition compensation amounting to 12 (twelve) gross monthly fixed remunerations. The non-competition clause produces effects only within the EU";
- 9.1, final para "To avoid any doubt, the restrictive clauses of 5.2.1 letters a) and b) above and the correlative liabilities provided in clause 5.2.3 will apply in each ending case provided hereof. To avoid any doubt in case this Contract ends regardless of reason, in addition to any end compensation owed to the mandate according to this Contract the Company commits to pay the Mandatee the non-competition compensation as per article 5.2.3 above for a subsequent 12 months' period while the latter observes the restrictive clauses of 5.2.1 letters a) and b) above";

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore I draw up and submit this

NOTIFICATION

whereby I request payment of <u>186,384.0 Lei</u> representing the non-competition compensation according to article 5.2.3 of the Contract.

I request transferring the amount of 186,384.0 Lei into the undersigned's bank account, namely:

- Holder: Mircea Cristian Staicu

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

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22.06.2021

Mircea Cristian Staicu

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000: CUI 13328043

Ref.: payment of amounts related to Mandate Contract C237/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Mircea Cristian Staicu**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C237/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof, amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in accordance with Addendum 1 to the Mandate contract C233/30.09.2020 and with the Annex to Addendum 1, named Annex 2- Mandatee's Remuneration, amending article 6.1 of the Contract was decided to establish the Mandatee's right to receive an annual variable component of the remuneration for his/her achievement of at least 70% of the performance criteria and objectives;

Whereas in accordance with let. b) of Annex 2, as amended by Addendum 1, the annual variable component is established using the approved financial and non-financial performance indicators, in quantum of 12 monthly fixed remunerations;

Whereas in accordance with Annex 2 the payment of the annual variable remuneration component related to performance indicators was provided in fractions, proportionally to the number of days of the calendar year when the mandate contract was in force;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas in executing the payment liabilities under the Contract the provisions of article 6 thereof, amended by Addendum 1, as well as the provisions of Annex 2 of the Contract become applicable;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore I draw up and submit this

NOTIFICATION

whereby I request payment of <u>46,596.0 Lei</u> representing the annual variable component of the remuneration for October, November and December 2020.

I request transferring the respective amount into the undersigned's bank account, namely:

- Holder: Mircea Cristian Staicu

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

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22.06.2021

Mircea Cristian Staicu

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C234/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Adrian Goicea**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C234/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in executing the Contract, Addendum 1 established in item VIII to amend article 9.2 let. A of the Contract, meaning: "A. If this Contract ends according to clause 9.1 (a) above without just cause, the Company will compensate the Mandatee by a sum representing the monthly gross fixed remunerations remaining until mandate end...".

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas while making the payment liabilities of the Contract the provisions of art. 9.2 let A thereof become applicable and article 9.1 (a) as well, as amended by Addendum 1;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore I draw up and submit this

NOTIFICATION

Whereby I request payment of <u>605,748.0 Lei</u> representing the compensation related to the monthly gross fixed remunerations remaining until mandate end according to article 9.2 let A of the Contract, namely for the time period July 2021 – September 2024.

I request transferring the respective amount into the undersigned's bank account, namely:

Holder: Adrian Goicea

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Date:

22.06.2021 Adrian Goicea

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C234/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Adrian Goicea**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C234/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*:

Whereas while making the payment liabilities under the Contract the provisions of article 5.2.3 and of article 9.1 final para of the Contract become applicable as follows:

5.2.3 – "In case the Mandate Contract ends regardless of reason the Company will exercise the restrictive clauses according to clause 5.2.1 let. a) and 5.2.1 let. b) for an additional 12 months' term after Mandate contract ending and the Mandatee commits to observe such restrictive clauses. In such a case the Company will pay to the Mandatee on Contract end date at the latest a non-competition compensation amounting to 12 (twelve) gross monthly fixed remunerations. The non-competition clause produces effects only within the EU";

- 9.1, final para – "To avoid any doubt, the restrictive clauses of 5.2.1 letters a) and b) above and the correlative liabilities provided in clause 5.2.3 will apply in each ending case provided hereof. To avoid any doubt in case this Contract ends regardless of reason, in addition to any end compensation owed to the mandate according to this Contract the Company commits to pay the Mandatee the non-competition compensation as per article 5.2.3 above for a subsequent 12 months' period while the latter observes the restrictive clauses of 5.2.1 letters a) and b) above";

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore I draw up and submit this

NOTIFICATION

whereby I request payment of <u>186,384.0 Lei</u> representing the non-competition compensation according to article 5.2.3 of the Contract.

I request transferring the amount of 186,384.0 Lei into the undersigned's bank account, namely:

- Holder: Adrian Goicea

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Date:

22.06.2021 Adrian Goicea

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C234/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Adrian Goicea**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C234/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof, amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in accordance with Addendum 1 to the Mandate contract C234/30.09.2020 and with the Annex to Addendum 1, named Annex 2- Mandatee's Remuneration, amending article 6.1 of the Contract was decided to establish the Mandatee's right to receive an annual variable component of the remuneration for his/her achievement of at least 70% of the performance criteria and objectives;

Whereas in accordance with let. b) of Annex 2, as amended by Addendum 1, the annual variable component is established using the approved financial and non-financial performance indicators, in quantum of 12 monthly fixed remunerations;

Whereas in accordance with Annex 2 the payment of the annual variable remuneration component related to performance indicators was provided in fractions, proportionally to the number of days of the calendar year when the mandate contract was in force;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas in executing the payment liabilities under the Contract the provisions of article 6 thereof, amended by Addendum 1, as well as the provisions of Annex 2 of the Contract become applicable;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore I draw up and submit this

NOTIFICATION

Whereby I request payment of <u>46,596.0 Lei</u> representing the annual variable component of the remuneration related to October, November and December 2020.

I request transferring the respective amount into the undersigned's bank account, namely:

- Bank account

- Holder: Adrian Goicea

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

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22.06.2021 Adrian Goicea

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C233/30.09.2020 (hereinafter called the 'Contract')

The undersigned **LUIZA POPESCU**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C233/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in executing the Contract, Addendum 1 established in item VIII to amend article 9.2 let. A of the Contract, meaning: "A. If this Contract ends according to clause 9.1 (a) above without just cause, the Company will compensate the Mandatee by a sum representing the monthly gross fixed remunerations remaining until mandate end...".

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas while making the payment liabilities of the Contract the provisions of art. 9.2 let A thereof become applicable and article 9.1 (a) as well, as amended by Addendum 1;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore we draw up and submit this

NOTIFICATION

Whereby I request payment of <u>605,748.0 Lei</u> representing the compensation related to the monthly gross fixed remunerations remaining until mandate end according to article 9.2 let A of the Contract, namely for the time period July 2021 – September 2024.

I request transferring the amount of 605,748.0 Lei into the undersigned's bank account, namely:

Bank account

, opened with Raiffeisen Bank

- Holder: LUIZA POPESCU

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Date: 24.06.2021

LUIZA POPESCU

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C233/30.09.2020 (hereinafter called the 'Contract')

The undersigned **LUIZA POPESCU**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C233/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*:

Whereas while making the payment liabilities under the Contract the provisions of article 5.2.3 and of article 9.1 final para of the Contract become applicable as follows:

- 5.2.3 – "In case the Mandate Contract ends regardless of reason the Company will exercise the restrictive clauses according to clause 5.2.1 let. a) and 5.2.1 let. b) for an additional 12 months' term after Mandate contract ending and the Mandatee commits to observe such restrictive clauses. In such a case the Company will pay to the Mandatee on Contract end date at the latest a non-competition compensation amounting to 12 (twelve) gross monthly fixed remunerations. The non-competition clause produces effects only within the EU";

- 9.1, final para – "To avoid any doubt, the restrictive clauses of 5.2.1 letters a) and b) above and the correlative liabilities provided in clause 5.2.3 will apply in each ending case provided hereof. To avoid any doubt in case this Contract ends regardless of reason, in addition to any end compensation owed to the mandate according to this Contract the Company commits to pay the Mandatee the non-competition compensation as per article 5.2.3 above for a subsequent 12 months' period while the latter observes the restrictive clauses of 5.2.1 letters a) and b) above";

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore we draw up and submit this

NOTIFICATION

whereby I request payment of <u>186,384.0 Lei</u> representing the non-competition compensation according to article 5.2.3 of the Contract.

I request transferring the amount of 186,384.0 Lei into the undersigned's bank account, namely:

- Bank account , opened with Raiffeisen Bank

- Holder: LUIZA POPESCU

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Date: 24.06.2021

LUIZA POPESCU

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C233/30.09.2020 (hereinafter called the 'Contract')

The undersigned **LUIZA POPESCU**, domiciled for suit reasons in , in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C233/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof, amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in accordance with Addendum 1 to the Mandate contract C233/30.09.2020 and with the Annex to Addendum 1, named Annex 2- Mandatee's Remuneration, amending article 6.1 of the Contract was decided to establish the Mandatee's right to receive an annual variable component of the remuneration for his/her achievement of at least 70% of the performance criteria and objectives;

Whereas in accordance with let. b) of Annex 2, as amended by Addendum 1, the annual variable component is established using the approved financial and non-financial performance indicators, in quantum of 12 monthly fixed remunerations;

Whereas in accordance with Annex 2 the payment of the annual variable remuneration component related to performance indicators was provided in fractions, proportionally to the number of days of the calendar year when the mandate contract was in force;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas in executing the payment liabilities under the Contract the provisions of article 6 thereof, amended by Addendum 1, as well as the provisions of Annex 2 of the Contract become applicable;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore we draw up and submit this

NOTIFICATION

Whereby I request payment of <u>46,596.0 Lei</u> representing the annual variable component of the remuneration related to October, November and December 2020.

I request transferring the respective amount into the undersigned's bank account, namely:

Bank account

, opened with Raiffeisen Bank

Holder: LUIZA POPESCU

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Date: 24.06.2021

LUIZA POPESCU

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C233/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Oleg Burlacu**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C233/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in executing the Contract, Addendum 1 established in item VIII to amend article 9.2 let. A of the Contract, meaning: "A. If this Contract ends according to clause 9.1 (a) above without just cause, the Company will compensate the Mandatee by a sum representing the monthly gross fixed remunerations remaining until mandate end...".

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas while making the payment liabilities of the Contract the provisions of art. 9.2 let A thereof become applicable and article 9.1 (a) of the Contract as well, as amended by Addendum 1;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore we draw up and submit this

NOTIFICATION

Whereby we request payment of <u>605,748.0 Lei</u> representing the compensation related to the monthly gross fixed remunerations remaining until mandate end according to article 9.2 let A of the Contract, namely for the time period July 2021 – September 2024.

I request transferring the respective amount into the undersigned's bank account, namely:

- Bank account ...

- Holder: Oleg Burlacu

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Date:	
22.06.2021	Oleg Burlacu

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C233/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Oleg Burlacu**, domiciled for suit reasons in Bucharest 3, Str. Nerva Traian 3, Fl. 9, in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C233/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas while making the payment liabilities under the Contract the provisions of article 5.2.3 and of article 9.1 final para of the Contract become applicable as follows:

5.2.3 – "In case the Mandate Contract ends regardless of reason the Company will exercise the restrictive clauses according to clause 5.2.1 let. a) and 5.2.1 let. b) for an additional 12 months' term after Mandate contract ending and the Mandatee commits to observe such restrictive clauses. In such a case the Company will pay to the Mandatee on Contract end date at the latest a non-competition compensation amounting to 12 (twelve) gross monthly fixed remunerations. The non-competition clause produces effects only within the EU";

- 9.1, final para – "To avoid any doubt, the restrictive clauses of 5.2.1 letters a) and b) above and the correlative liabilities provided in clause 5.2.3 will apply in each ending case provided hereof. To avoid any doubt in case this Contract ends regardless of reason, in addition to any end compensation owed to the mandate according to this Contract the Company commits to pay the Mandatee the non-competition compensation as per article 5.2.3 above for a subsequent 12 months' period while the latter observes the restrictive clauses of 5.2.1 letters a) and b) above";

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore we draw up and submit this

NOTIFICATION

whereby we request payment of <u>186,384.0 Lei</u> representing the non-competition compensation according to article 5.2.3 of the Contract.

I request transferring the amount of 186,384.0 Lei into the undersigned's bank account, namely:

- Bank account , opened with Banca Transilvania

- Holder: Oleg Burlacu

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Signature

Date: 22.06.2021 Oleg Burlacu

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI 13328043

Ref.: payment of amounts related to Mandate Contract C233/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Oleg Burlacu**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C233/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof, amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas in accordance with Addendum 1 to the Mandate contract C233/30.09.2020 and with the Annex to Addendum 1, named Annex 2- Mandatee's Remuneration, amending article 6.1 of the Contract was decided to establish the Mandatee's right to receive an annual variable component of the remuneration for his/her achievement of at least 70% of the performance criteria and objectives;

Whereas in accordance with let. b) of Annex 2, as amended by Addendum 1, the annual variable component is established using the approved financial and non-financial performance indicators, in quantum of 12 monthly fixed remunerations;

Whereas in accordance with Annex 2 the payment of the annual variable remuneration component related to performance indicators was provided in fractions, proportionally to the number of days of the calendar year when the mandate contract was in force;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Whereas in executing the payment liabilities under the Contract the provisions of article 6 thereof, amended by Addendum 1, as well as the provisions of Annex 2 of the Contract become applicable;

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore we draw up and submit this

NOTIFICATION

whereby we request payment of <u>46,596.0 Lei</u> representing the annual variable component of the remuneration for October, November and December 2020.

I request transferring the respective amount into the undersigned's bank account, namely:

- Bank account , opened with Banca Transilvania

- Holder: Oleg Burlacu

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time I can inform you I will request drawing personal monetary liability of all responsible people of CNTEE Transelectrica SA for the refusal to pay the requested amounts before launching the judiciary procedure to recover the sums owed to the undersigned.

Date:	
22.06.2021	Oleg Burlacu
	Signature

Burlacu & Partenerii

Law firm and Attorney

Bucharest, ROMANIA
3 Nerva Traian, 9th floor, 3rd District
P / F +4021 321 6370 M +4 0721 36 3576 / +4 0722 12 4141
office@sca-burlacu.ro

To the National Power Grid Company TRANSELECTRICA SA Company managed under two-tier system Hereinafter called the 'Company'

Headquarters: Bucharest 1, Blvd. General Gheorghe Magheru 33 / Str. Olteni 2-4, Bucharest 3 J40/8060/2000; CUI: 13328043

Ref. Payment of amounts related to the Mandate Contract C233/30.09.2020 (hereinafter called the 'Contract')

The undersigned **Oleg Burlacu**, domiciled for suit reasons in in capacity of Supervisory Board member / Mandatee of the Company, conventionally represented by SCPA Burlacu & Partenerii, **seat selection at SCPA BURLACU & PARTENERII** in Bucharest City 3, Blvd. Nerva Traian 3, Fl. 9, designated person attorney Lauriana Burlacu,

I can inform you as follows:

Whereas by Decision 9 of 28.09.2020 of the Shareholders' General Assembly the undersigned was appointed Member in the Company's Supervisory Board with 4 years' mandate;

Whereas by Decision 10 of 28.09.2020 of the Shareholders' General Assembly the Contract was approved between CNTEE Transelectrica SA and the undersigned;

Whereas the undersigned held the capacity of Supervisory Board member / Mandatee of the Company according to Mandate Contract C233/30.09.2020;

Whereas the mandate term relating to the Contract was provided for 4 years beginning with the Effective Date, namely the Mandatee's appointment approval date until the last day of the mandate term granted by the Shareholders' General Assembly;

Whereas in Annex 2 to the Contract in corroboration with article 6 thereof amended by Addendum 1, the quantum of the fixed gross monthly remuneration was provided as due to the Mandatee, namely amounting to 15,532.0 Lei gross / month;

Whereas by Decision 4 of 22.06.2021 of the Shareholders' General Assembly Contract termination was decided by recalling the undersigned's mandate *without just cause*;

Burlacu & Partenerii

Law firm and Attorney

Bucharest, ROMANIA
3 Nerva Traian, 9th floor, 3rd District
P / F +4021 321 6370 M +40721 36 3576 / +4 0722 12 4141
office@sca-burlacu.ro

Whereas while making the payment liabilities under the Contract the provisions of article 5.2.3 and of article 9.1 final para of the Contract become applicable as follows:

- 5.2.3 "In case the Mandate Contract ends regardless of reason the Company will exercise the restrictive clauses according to clause 5.2.1 let. a) and 5.2.1 let. b) for an additional 12 months' term after Mandate contract ending and the Mandatee commits to observe such restrictive clauses. In such a case the Company will pay to the Mandatee on Contract end date at the latest a non-competition compensation amounting to 12 (twelve) gross monthly fixed remunerations. The non-competition clause produces effects only within the EU";
- 9.1, final para "To avoid any doubt, the restrictive clauses of 5.2.1 letters a) and b) above and the correlative liabilities provided in clause 5.2.3 will apply in each ending case provided hereof. To avoid any doubt in case this Contract ends regardless of reason, in addition to any end compensation owed to the mandate according to this Contract the Company commits to pay the Mandatee the non-competition compensation as per article 5.2.3 above for a subsequent 12 months' period while the latter observes the restrictive clauses of 5.2.1 letters a) and b) above";

Whereas in executing the Contract, Addendum 1 established in item VIII to amend article 9.2 let. A of the Contract, meaning: "A. If this Contract ends according to clause 9.1 (a) above without just cause, the Company will compensate the Mandatee by a sum representing the monthly gross fixed remunerations remaining until mandate end...".

Whereas in accordance with the claimed contractual provisions, and with the legal contractual matter provisions included in the Civil Code, Law 31/1990, OUG 109/2011;

Therefore we draw up and submit this

SUMMONS

Wereby we request paying the amount of 792,132.0 Lei, representing

- 186,384.0 Lei non-competition compensation as per article 5.2.3 of the Contract;
- 605,748.0 Lei compensation for gross fixed monthly remuneration remaining until mandate end as per art. 9.2 let. A of the Contract, namely July 2021 ÷ September 2024;

We request you to transfer the sum of **792,132.0 Lei** into the undersigned's bank account, namely:

- Bank account , opened with Banca Transilvania

- Holder: Oleg Burlacu

Burlacu & Partenerii

Law firm and Attorney

Bucharest, ROMANIA
3 Nerva Traian, 9th floor, 3rd District
P / F +4021 321 6370 M +40721 36 3576 / +4 0722 12 4141
office@sca-burlacu.ro

In case you will not comply with this request and will not pay the owed sum within 5 days from receipt thereof I will refer to competent institutions with a view to recover the prejudice, and you will also cover the law court expenses (judiciary stamp fee, lawyer remuneration etc.).

At the same time this is issued in the application of provisions from article 1,015, Civil Procedural Code.

This summons is notified to the headquarters of CNTEE Transelectrica SA of <u>Bucharest 1, Blvd.</u> <u>General Gheorghe Magheru 33</u>, as well as to the specified offices indicated in the Mandate Contract C233/30.09.2020, article 11.2, as correspondence address: <u>Bucharest 3, Str. Olteni 2-4</u> (e-mail <u>office@transelectrica.ro</u>; fax 021 3035 610).

Oleg Burlacu

Signature

By SCPA Burlacu & Partenerii Attorney Luciana Burlacu

Signature & round stamp