



Transelectrica®
Societate Administrată în Sistem Dualist

The National Power Grid Company Transelectrica
2-4 Olteni Street Bucharest, District 3, 030786, Romania
Trade Register Number J2000008060404, Single Registration Code 13328043
Phone +4021 270 04 53, Fax +4021 303 56 10
Share capital subscribed and paid: 733.031.420 lei www.transelectrica.ro

No. 29843/29.07.2025

Note

That requests for the Shareholders' General Assembly' approval to take court action against ex-members of the Supervisory Board of Transelectrica

I. Overview

This document requests for the Shareholders' General Assembly' approval to take court action against some ex-members of the Supervisory Board of Transelectrica who decided to revoke the Directorate members through the Supervisory Board Resolution no. 25/25.06.2021.

The revoked Directorate members filed arbitration claims resolved by arbitral awards through which Transelectrica was found guilty regarding the actions set by the resolution no. 25/25.06.2021 of the Supervisory Board, which led to damage in amount of 10,427,146.01 RON.

Taking into account the insurance policy AG no. 800033899/24.07.2020 of management civil liability of directors and administrators (D&O) issued based on contract C128/16.06.2020 „Insurance services for professional civil liability for the position of Member of Supervisory Board and of the Directorate of Transelectrica (including the Presidents)”, Transelectrica has filed a claim for compensation registered at Asirom VIG SA with the number 2799/14.02.2025, updated on 28.03.2025, based on which the Damage File no. 60004159 was opened.

Asirom VIG communicated by letter no. DDAN/3119/28.05.2025, registered within Transelectrica with number 23260/02.06.2025 that the claim for compensation can not be admitted for payment.

According to Note no. 23260/08.07.2025 issued by the Litigation and Legal Division, THE summons to court only regarding the Insurer, by referring to his arguments shown in letter no. DDAN/3119/28.05.2025 that rejected the claim for compensation made by Transelectrica and by referring to the object and purpose of the insurance policy 800033899 from 24.07.2020 as well as to contract clauses, as previously stated, would have low chances of success compared to a claim action that would summon to court both the Supervisory Board members who created the damage as well as the Insurer '.

The Directorate agreed by letter no. 23260/17.07.2025 with the suggestions made by the Litigation and Legal Division mentioned in the point of view no. 23260/01.07.2025, namely filing a claim action in contradiction with the Supervisory Board members who issued the Resolution no. 25/25.06.2021 as well as jointly summoning the Insurer Asirom VIG SA.

II. Justification

Resolution no. 4 of the Shareholders' Ordinary General Assembly of Transelectrica from 22.06.2021 appointed the following as provisional Supervisory Board members: **Dogaru-Tulică Adina-Loredana, Popescu Mihaela, Morariu Marius Vasile, Năstasă Claudiu Constantin and Blăjan Adrian Nicolae.**

On 25.06.2021 the Supervisory Board issued Resolution no. 25 which foresees the followings:

'Art.1 The Supervisory Board finds that the Directorate members violated the provisions of art. 153²⁰ para.(1)-(4) and Art. 153²¹ from the Corporations Law no. 31/1990 republished with later amendments and additions, the provisions of art.24 para. (2)-(5) from the Articles of Association of the Company as well as of art. 6, para (2) and art.13 para. (1) and (2) from Internal Rules of the Directorate approved by Decision no. 44/2020. The violation of the previously mentioned legal and statutory provisions had as a consequence the lack of deliberative character which is essential for the activity and decisions of the Directorate as regulated by the legal and statutory provisions and expected by the shareholders of the Company, the potential negative effects of such a conduct showing when the 31.12.2020 financial statements were rejected, in the rejection of the proposal for the distribution of profit on 31.12.2020 as well as when the Shareholders' General Assembly revoked the Supervisory Board members on 22.06.2021. Thus, the Supervisory Board revokes on 25.06.2021, the date of this decision the following members of the Directorate: Cătălin NIȚU, Ovidiu ANGHEL, Andreea-Mihaela MIU, Bogdan MARCU, Marius Viorel STANCIU.

Art. 2 Taking into account that the guarantees of the Company arising from the general provisions applicable on the date of the conclusion, during the mandate contracts and after their termination, with regards to confidentiality, loyalty and non-compete of current and former members of the management bodies are considered plenty from the perspective of the interest of the Company, in order to avoid any doubt, the Company expressly waives the benefit of the rights correlative to the obligations of the mandatees foreseen on clauses 5.2.1 letter (a) and 5.2.1 letter (b) in the concluded mandate contracts.'

Directorate members who were revoked by Supervisory Board Resolution no. 25/25.06.2021 have filed arbitration requests according to art. 12.2 of Mandate Contracts that set: 'All disputes or claims arising out of or in connection with this contract including the disputes regarding the validity, breach, termination or nullity of it will be final resolved according to Arbitration Rules of the International Center of Arbitration of Economic Federal Chamber of Austria from Vienna (Vienna Rules) by three arbitrators appointed according to those rules.'

The arbitral award is final and executory according to provisions of art. 606, art. 614, art.615 and art. 635 of Civil Procedure Code as well as of art.36 para (6) and (7) of VIAC Rules 2021 regarding the arbitral award.

Thus, the following were registered on the role of Vienna Arbitration Center:

1) Arbitration request ARB-5706 Nitu Catalin (RO) vs. Transelectrica (RO).

Through this request Mr. Nitu Cătălin requested to force Transelectrica to pay the amount of 559,164 RON (113,092.65 euro) which would represent non-compete compensation according to art. 5.2.3 and 9.1 of Mandate Contract C444/23.11.2020.

Mr. Nitu Cătălin also asked for Transelectrica to be forced to pay legal interest applicable to the previous mentioned amount, from 25.06.2021 until the effective payment.

Through arbitration award ruled on 12.04.2023, communicated to Transelectrica on 19.04.2023, the sole arbitrator orders the following:

,(i) It FORCES the Defendant, the National Power Transmission Company Transelectrica based on articles 5.2.3, 6.5 and 9.1 of Mandate Contract C444/23.11.2020 to pay to the plaintiff Nițu Cătălin the net value of the non-compete

compensation (in amount of 559,164 RON) set after calculation, hold at source and sent to the Romanian State of the taxes and duties related to this amount;

(ii) It FORCES the Defendant the National Power Transmission Company Transelectrica based on article 1535 (1) Civil Code, art. 3(2¹) of G.O. no. 13/2011 and Art. 4 of Law no. 72/2013 to pay to the plaintiff Nițu Cătălin the legal penalty interest applicable to Non-compete compensation from June 25, 2021 until the effective payment, thus:

- a) During 25.06.2021 -30.06.2021: a legal penalty interest of 9.5%;
- b) During 1.07.2021 – 31.12.2021: a legal penalty interest of 9.25%;
- c) During 1.01.2022 -30.06.2022: a legal penalty interest of 9.75%;
- d) During 1.07.2022-31.12.2022: a legal penalty interest of 11.75%;
- e) During 1.01.2023 -12.04.2023, the date of this decision: a legal penalty interest of 14.75%;
- f) Since April 12, 2023, the date of this decision, until the payment date: a legal penalty interest calculated according to article 1535(1) Civil Code, article 3(2¹) of G.O. no. 13/2011 and Art. 4 of Law no. 72/2013

(iii) It FORCES the Defendant, the National Power Transmission Company Transelectrica to pay to the plaintiff Nițu Cătălin the amount of 6,521.17 euro as arbitration expense, as well as the amount of 16,476.07 RON, representing party expenses;

(iv) IT REJECTS all the other claims and requests.'

Transelectrica has implemented voluntarily and entirely the measures ordered by the Arbitral Court through Arbitration Award ruled on 12.04.2023 as a result of the resolution of the arbitration claim ARB-5706 Nițu Cătălin (RO) vs. Transelectrica (RO), as it results from the following documents:

No. PO/bank statement	DATE	AMOUNT (RON)	EXPLANATIONS
996	03.05.2023	452,923.00	Non-compete compensation – amounts established through arbitration award ARB-5706 Nițu Cătălin (RO) vs. Transelectrica (RO)
997	03.05.2023	103,066.00	Legal interest - amounts established through arbitration award ARB-5706 Nițu Catalin (RO) vs. Transelectrica (RO)
1000	05.05.2023	138.00	Legal interest difference - amounts established through arbitration award ARB-5706 Nițu Cătălin (RO) vs. Transelectrica (RO)
995	03.05.2023	16,476.07	Party expenses amounts established through arbitration award ARB-5706 Nițu Cătălin (RO) vs. Transelectrica (RO)

No.PO	DATE	AMOUNT (euro)	EXPLANATIONS
327	03.05.2023	6,521.17	Arbitration expenses established through arbitration award ARB-5706 Nițu Cătălin (RO) vs.

			Transelectrica (RO)
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Thus, on 03.05.2023 the amounts established through the arbitration award ruled on 12.04.2023 were paid as a result of the resolution of the arbitration claim ARB-5706 Nițu Cătălin (RO) vs. Transelectrica (RO).

Transelectrica has paid in advance its share of arbitration expenses in final value of 6,521.12 EURO.

2) Arbitration request ARB-5742 Marcu Corneliu Bogdan (RO) and Miu Andreea Mihaela (RO) vs. Transelectrica (RO)

Mr. Marcu Corneliu Bogdan and Mrs. Miu Andreea Mihaela requested through this claim to force Transelectrica to pay the amount of 559,164 RON (113,434.5 euro) for each, the total of 1,118,328 RON (226,869 euro) that would represent the non - compete compensation in accordance with art.5.2.3 of Mandate Contract.

Mr. Marcu Corneliu Bogdan and Mrs. Miu Andreea Mihaela also requested through this claim for Transelectrica to be forced to pay the legal interest applicable to the amount previously mentioned from the due date of the amount to the date of the effective payment, as well as the update with the inflation rate of the amount previously mentioned on the date the amount was due until the date of the effective payment.

The Arbitration Court ordered the following through arbitral award:

*,- It admits the arbitral request of the plaintiffs **Marcu Corneliu Bogdan**, citizen, residing in the , identified with , NPC , and **Miu Andreea – Mihaela**, citizen , residing in , identified with*

, in contradiction with the defendant National Power Transmission Company Transelectrica, company established in accordance with the Romanian laws, managed in a two tier system, with its headquarters in Bucharest, third district, Olteni street no. 2-4, Romania, identified by ORCTB registration number J40/8060/2000, having the Sole Registration Code 13328043.

*-It forces the defendant National Power Transmission Company Transelectrica based on articles 5.2.3, 6.5 and 9.1 of Mandate Contract C445/23.11.2020 to pay to the plaintiff **Miu Andreea-Mihaela** the net value of the non-compete compensation in gross amount of 559,164 RON. It forces the defendant National Power Transmission Company Transelectrica to pay to the plaintiff **Miu Andreea-Mihaela** the penalty legal interest at the level of the reference interest rate of the National Bank of Romania adding 8 percentage points applicable to the non-compete compensation in net amount, calculated since June 25, 2021 until the date of the effective payment, and the update of the debt with the inflation rate.*

*-It forces the defendant National Power Transmission Company Transelectrica based on articles 5.2.3, 6.5 and 9.1 of Mandate Contract C446/23.11.2020 to pay to the plaintiff **Marcu Corneliu-Bogdan** the net value of the non-compete compensation in gross amount of 559,164 RON. It forces the defendant National Power Transmission Company Transelectrica to pay to the plaintiff **Marcu Corneliu-Bogdan** the penalty legal interest at the level of the reference interest rate of the National Bank of Romania, adding 8 percentage points applicable to the non-compete compensation in net amount, calculated since June 25, 2021 until the date of the effective payment, and the update of the debt with the inflation rate.*

-It forces the defendant to pay the arbitral expenses, as it follows: to the plaintiff Marcu Corneliu-Bogdan the amount of 10,850.08 euro (VAT included), representing arbitral expenses, the amount of 1,650 euro representing registration fee and the amount of 22,402.7 RON (VAT included) representing the lawyer remuneration and to the plaintiff Miu Andreea-Mihaela the amount of 22,402.7 RON (VAT included) representing the lawyer remuneration

It rejects any other claims and defenses.'

Arbitration Award was implemented as it resulted from the following documents:

No. PO/bank statement	DATE	AMOUNT (RON)	EXPLANATIONS
1117	06.06.2024	452,923.00	Non-compete compensation Marcu Corneliu Bogdan according to arbitral award ARB-5742
1118	06.06.2024	284,640.00	Interest + inflation Marcu Corneliu Bogdan according to arbitral award ARB-5742
1119	06.06.2024	22,402.70	Lawyer expenses Marcu Corneliu Bogdan according to arbitral award ARB-5742
1114	06.06.2024	452,923.00	Non-compete compensation Miu Andreea Mihaela according to arbitral award ARB-5742
1115	06.06.2024	284,640.00	Interest + inflation Miu Andreea Mihaela according to arbitral award ARB-5742
1116	06.06.2024	22,402.70	Lawyer expenses Miu Andreea Mihaela according to arbitral award ARB-5742

No. PO	DATE	AMOUNT (euro)	EXPLANATIONS
523	06.06.2024	10,850.08	Arbitral expenses, Marcu Corneliu Bogdan according to arbitration award ARB-5742
524	06.06.2024	1,650.00	Value of registration fee, Marcu Corneliu Bogdan according to arbitration award ARB-5742

Thus, on 06.06.2024 the amounts established through the arbitration award ruled as a result of the resolution of the arbitration claim **ARB-5742 Marcu Corneliu Bogdan (RO) and Miu Andreea Mihaela (RO) vs. Transelectrica (RO)** were paid.

Transelectrica has paid in advance its share of arbitration expenses in final value of 10,850.08 EURO.

3) Arbitration request ARB-5758 Nițu Catalin (RO) vs. Transelectrica (RO).

Through arbitration request ARB-5758 Nițu Cătălin (RO) vs. Transelectrica (RO) Mr. Nițu Cătălin requested to force Transelectrica to pay the total amount of 2,249,082 RON (455,418.04 euro) set up like this:

- 1,910,477 RON that would represent compensation related to fix gross monthly allowance left until the end of mandate,
- 279,582 RON that would represent the variable component of the remuneration for fulfilling the performance criteria and objectives, for the first semester of the year 2021,
- 59,023 RON that would represent the variable component of the remuneration for fulfilling the performance criteria and objectives, for November – December 2020.

Mr. Nitu Cătălin also asked for Transelectrica to be forced to pay legal interest applicable to the previous mentioned amount until the effective payment as well as the update with the inflation rate of the amount previously mentioned on the date the amount was due until the date of the effective payment, as well as the obligation of Transelectrica to pay the arbitration expenses.

Through the contestation submitted on 15.03.2024, the plaintiff changed his claims, asking for the following amounts:

- a) Mainly the amount of 3,820,954 RON (773,707.40 EUR) updated with legal penalty interest in relationship with professional and the inflation rate until the date of the effective payment representing damage –interests for the revocation without just cause of the mandate of the undersigned as President of the Directorate of Transelectrica.

The amount of 3,820,954 RON (773,707.40 EUR) includes: a) 1,910,477 RON (386,853.70 EUR) fix gross monthly allowance from the moment of revocation without just cause until the end of mandate; b) 1,910,477 RON (386,853.70 EUR) variable component for fulfilling the performance criteria and objectives.

- b) Secondary, the amount of 2,249,082 RON (455,418.04 EURO) updated with legal penalty interest in relationship with professional and the inflation rate until the date of the effective payment representing damage – benefits for the revocation without just cause of the mandate of the undersigned as President of the Directorate of Transelectrica.

The amount of 2,249,082 RON (455,418.04 EUR) includes: a) 1,910,477 RON (386,853.70 EUR) fix gross monthly allowance from the moment of revocation without just cause until the end of mandate; b) 279,582 RON (56,612.74 EUR) variable component for fulfilling the performance criteria and objectives for the year 2021; c) 59,023 RON (11,951.60 EUR) variable component of the remuneration for fulfilling the performance criteria and objectives, for November – December 2020.

Through arbitral award ruled on 25.10.2024 as a result of the resolution of the arbitration request ARB-5758 Nițu Cătălin (RO) vs. Transelectrica (RO), the arbitration court ordered the following:

,Taking into account those shown, based on art. 36 of Vienna Rules, the arbitration court:

1. Rejects as groundless the exception of late change of the Arbitration request claimed by the Plaintiff
2. Admits for Parties the arbitration request made by the Plaintiff *Nițu Cătălin in contradiction with the Defendant*, National Power Transmission Company Transelectrica and:
 - (i) *It forces the defendant pursuant to art. 9.2 A of the Contract to pay as damages – benefits of the net value of the monthly gross allowance from the moment of revocation without just cause until the end of mandate (1,910,477 RON gross), determined after calculating, holding at source and paying the related taxes and*

duties, amount which will be updated with the inflation rate and to which legal penalty interest will be added, calculated in accordance with the provisions of art.3 para. (2 index 1) of G.O no.13/2011, calculated from 06.08.2021 until the date of the effective payment, as requested in the request at item 1.a) a) and continued at item 1.a) b) of the Arbitration Request increased by the plaintiff memorandum;

- (ii) It forces the defendant pursuant to art.9.2 B of the Contract to pay the net value of the variable component for fulfilling the performance criteria and objectives for for November – December 2020 (59,023 RON gross), *determined after calculating, holding at source and paying the related taxes and duties, amount which will be updated with the inflation rate and to which legal penalty interest will be added, calculated in accordance with the provisions of art.3 para. (2 index 1) of G.O no.13/2011, calculated from 13.07.2021 until the date of the effective payment, as requested in the request at item 1.a)b) and continued at item 1.b) b) of the Arbitration Request increased by the plaintiff memorandum;*
3. Rejects as groundless the rest of the request made by the plaintiff on forcing the Defendant to pay the value representing variable component for fulfilling the performance criteria and objectives for January 2021 until the end of mandate, value included in the requested amount at item 1. A)b), namely at the secondary request 1. B) b) of the Arbitration request *increased* by the plaintiff memorandum.
 4. Forces the Defendant to pay to the Plaintiff the amount of 9,699 euro representing arbitration expenses, the amount of 1,500 euro representing registration administration fee, as well as the amount of 16,561.37 RON representing the Parties expenses (lawyer remuneration).
 5. Rejects as groundless the request of the Defendant to force the Plaintiff to pay the court expenses.
 6. Rejects all the other claims and requests
 7. Final and mandatory.'

Transelectrica has implemented voluntarily and entirely the measures ordered by the Arbitration Court through Arbitration Award as it results from the following documents:

No. PO/bank statement	DATE	AMOUNT (RON)	EXPLANATIONS
2204	06.11.2024	1,152,157.00	Amount established according to arbitral award ARB-5758 Nitu Catalin (RO) vs. Transelectrica (RO)
2205	06.11.2024	779,186.00	Interest + inflation according to arbitral award ARB-5758 Nițu Cătălin (RO) vs. Transelectrica RO)
2206	06.11.2024	16,561.37	Arbitral expenses according to arbitral award ARB-5758 Nițu Cătălin (RO) vs. Transelectrica (RO)

No. PO	DATE	AMOUNT (euro)	EXPLANATIONS
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1062	06.11.2024	9,699.00	Arbitral expenses according to arbitral award ARB-5758 Nițu Cătălin (RO) vs. Transelectrica (RO)
1063	06.11.2024	1,500.00	registration administration fees according to arbitral award ARB-5758 Nițu Cătălin (RO) vs. Transelectrica (RO)

Thus, on 06.11.2024 the amounts established through the arbitration award ruled as a result of the resolution of the arbitration claim ARB-5758 Nițu Cătălin (RO) vs. Transelectrica (RO) were paid.

Transelectrica has paid in advance its share of arbitration expenses in final value of 9,699.00 EUR.

4) Arbitration request ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO)

Through arbitration request ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO)

- Mr. Stanciu Marius Viorel requested to force Transelectrica to pay the total amount of 4,390,618.73 RON (the equivalent of the amount of 883,833.30 EURO) made like this:
- 714,164.26 RON representing non-compete compensation according to art. 5.2.3 of the Mandate Contract, updated with the inflation rate.
- 187,649.11 RON representing legal penalty interest related to the previous amount, calculated until 25.09.2023
- 2,794,110.57 RON that would represent compensation for the contract termination, according to clause 9.2 of the Mandate Contract, *updated with the inflation rate, the total amount including the amount of 2,416,562.36 RON* related to the monthly fixed gross allowance left until the end of mandate and the amount of 377,548.27 RON that would represent variable component of the remuneration for fulfilling the performance criteria and objectives.
- 694.694,79 RON representing legal penalty interest related to the previous amount, calculated on 25.09.2023.

In the Position statement the plaintiff mentioned his claim, requesting the following amounts:

- 739,606.22 RON, representing non-compete compensation according to art. 5.2.3 of the Mandate Contract, updated with the inflation rate.
- 223,817 RON, representing legal penalty interest related to the previous amount, calculated until 04.04.2024.
- 2,865,143.67 RON that would represent compensation for the contract termination, according to clause 9.2 of the Mandate Contract, updated with the inflation rate, the total amount including the amount of 2.478.533,11 RON related to the monthly fixed gross allowance left until the end of mandate and the amount of 386.610,57 RON that would represent variable component of the remuneration for fulfilling the performance criteria and objectives.
- 811,395.15 RON, representing legal penalty interest related to the previous amount, calculated until 04.04.2024.

In conclusions, the plaintiff mentioned his claim, requesting the following amounts:

- 743,352.62 representing non-compete compensation according to art. 5.2.3 of the Mandate Contract, updated with the inflation rate.

- 203,357.89 RON, representing legal penalty interest related to the previous amount, calculated until 29.05.2024.

- 2,879,598.63 RON that would represent compensation for the contract termination, according to clause 9.2 of the Mandate Contract, updated with the inflation rate, the total amount including the amount of 2,491,049.99 RON related to the monthly fixed gross allowance left until the end of mandate and the amount of 388,548.63 RON that would represent variable component of the remuneration for fulfilling the performance criteria and objectives.

- 766,166.88 RON, representing legal penalty interest related to the previous amount, calculated until 29.05.2024.

The Plaintiff also requested to force Transelectrica to pay the arbitration expenses.

On 23.10.2024 the Arbitration Award ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO) was registered within Transelectrica with the number 51569/24.10.2024, award that order the following:

The sole arbitrator admits the request submitted by the plaintiff Stanciu Marius Viorel and orders the following:

(i) It forces the defendant to pay to the plaintiff the gross amount of 743,352.62 RON representing non-compete compensation in accordance with clause 5.2.3 of the Mandate Contract no. C477 from 23.11.2020, updated with the inflation

And

Orders that the effective payment of these amount to the plaintiff to be made at its net value by applying the 6.5 clause of the Mandate Contract no. C477 from 23.11.2020,

(ii) It forces the defendant to pay to the plaintiff the legal penalty interest at the level of the reference interest rate of the National Bank of Romania, adding 8 percentage points related to net amount of the non-compete compensation which is not updated with the inflation, calculated in accordance with 6.5 clause of the Mandate Contract no. C477 from 23.11.2020 from the due date (25.06.2021) until the date of the effective payment;

(iii) It forces the defendant to pay to the plaintiff the gross amount of 2,879,598.63 RON (consisting of the amount of 2,491,049.99 RON representing the fixed component, 76,435.56 RON representing the variable component for the year 2020, 312,113.07 RON representing the variable component for the year 2021), representing damages for the revocation of mandate without fault pursuant to 6.5 clause of the Mandate Contract no. C477 from 23.11.2020, updated with the inflation

And

(iv) It forces the defendant to pay to the plaintiff the legal penalty interest at the level of the reference interest rate of the National Bank of Romania, adding 8 percentage points related to net amount of the damages for the revocation of mandate without fault, amount that was not updated with the inflation, calculated in accordance with 6.5 clause of the Mandate Contract no. C477 from 23.11.2020 from the due date (25.06.2021 for the fixed component, 07.07.2021 for the variable component for the year 2020, 13.05.2022 for the variable component for the year 2021) until the date of the effective payment;

(v) It forces the defendant to pay to the plaintiff the amount of 88,677.91 RON; 23,971.63 euro as arbitral expenses

(vi) Any other claims or requests of the Parties are rejected. '

Transelectrica has implemented voluntarily and entirely the measures ordered by the Arbitral Court through Arbitration Award as it results from the following documents:

No. PO/bank statement	DATE	AMOUNT (RON)	EXPLANATIONS
2188	28.10.2024	1,753,170.00	Amounts set according to arbitral award ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO)
2189	28.10.2024	1.409.237,00	Legal interest + inflation, set according to arbitral award ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO)
2190	28.10.2024	88,677.91	Arbitral expenses according to arbitral award ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO)

No. PO	DATE	AMOUNT (euro)	EXPLANATIONS
1015	28.10.2024	23,971.63	Arbitral expenses according to arbitral award ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO)

Thus, on 28.10.2024 the amounts set by arbitral award rule following the resolution of the arbitration request ARB-5768 Stanciu Marius Viorel (RO) vs. Transelectrica (RO) were paid.

Transelectrica has also paid in advance its share from arbitral expenses in the final amount of 22,471.63 EUR.

The above-mentioned arbitral awards found the fault of Transelectrica regarding the measures set by the Supervisory Board resolution no. 25/25.06.2021, which led the previous mentioned damages, as a result of the faulty, wrong action of the Supervisory Board members who issued the resolution no. 25/25.06.2021, namely: Dogaru-Tulică Adina-Loredana, Popescu Mihaela, Morariu Marius Vasile, Năstasă Claudiu Constantin și Blăjan Adrian Nicolae.

As mentioned, according to provisions of articles 606, 614, 615 and 635 of the Civil Procedure Code, as well as of art. 36 para. (6) and(7) of VIAC Rules 2021 regarding the arbitral award, the arbitral awards ruled in the arbitral files are final and executory.

According to the provisions of art. 14, para. (1) letter h) of the Articles of Associations of Transelectrica, the Ordinary General Assembly has the following duties and obligations: ,Decides regarding the summoning to court of Directorate members and Supervisory Board members, as the case, for damages produced to the Company.'

According to art.155 of Law 31/1990 the decision to take a court action can be made by the Shareholders' General Assembly.

Taking into consideration the above, in order to recover the damage caused to Transelectrica as a result of the revocation of the Directorate members (Cătălin Nițu, Ovidiu Anghel, Andreea-Mihaela Miu, Bogdan Marcu, Marius Viorel Stanciu), a claim action must be filed in contradiction with Morariu Marius Vasile, Dogaru-Tulică Adina-Loredana, Popescu Mihaela, Năstasă Claudiu Constantin and Blăjan Adrian Nicolae, Supervisory Board members who issued the resolution no. 25/25.06.2021, jointly with the Insurer Asirom VIG SA, taking into consideration the content of Letter DDAN/3119/28.05.2025 issued in the Damage File no. 60004159, registered within Transelectrica with no. 23260/02.06.2025, through which Asirom VIG SA informed that

the claim for compensation can not be admitted for payment pursuant to art.1270, art. 2223 -2226 of Civil Code.

III. Proposals

Taking into account the above, pursuant to art.14, para. (1) letter h) of the Articles of Association, in report with art.155 of Law 31/1990, **we submit to the approval of the Shareholders' General Assembly** the following:

1. **Filing a claim action in contradiction with Dogaru-Tulică Adina-Loredana, Popescu Mihaela, Morariu Marius Vasile, Năstasă Claudiu Constantin and Blăjan Adrian Nicolae**, Supervisory Board members that issued the resolution no. 25/25.06.2021 in order to recover the damage caused to Transelectrica as a result of the revocation of the Directorate members (Cătălin Nițu, Ovidiu Anghel, Andreea-Mihaela Miu, Bogdan Marcu and Marius Viorel Stanciu);
2. Empowering the Directorate to exercise the court action, namely to promote and sign the request for summoning to court of **Dogaru-Tulică Adina-Loredana, Popescu Mihaela, Morariu Marius Vasile, Năstasă Claudiu Constantin and Blăjan Adrian Nicolae**.

APPROVED

Ștefăniță MUNTEANU

Directorate Chairman

Victor MORARU	Cătălin-Constantin NADOLU	Vasile-Cosmin NICULA	Florin-Cristian TĂTARU
Member	Member	Member	Member