

To: *Bursa de Valori București S.A.*

Autoritatea de Supraveghere Financiară

CURRENT REPORT 16/2022

According to Law nr. 24/2017 regarding issuers of financial instruments and market operations, ASF regulation nr. 5/2018 regarding the issuers of financial instruments and market operations and/or the Bucharest Stock Exchange Rulebook for Multilateral Trading System.

Date of report	11.05.2022
Name of the Company	HOLDINGROCK1 S.A.
Registered Office	4 GARA HERASTRAU street, BUILDING A, Floor 3, Sector 2, Bucharest
Phone	+40 31 860 21 01
Email	investors@rocaindustry.ro
Website	www.rocaindustry.ro
Registration nr. with Trade Registry	J40/16918/2021
Fiscal Code	RO 44987869
Subscribed and paid share capital	176,945,730 lei
Total number of shares	17,694,573
Symbol traded instruments	ROC1
Market where securities are traded	MTS AeRO Premium

Important events to be reported: The decision of the Board of Directors to convene the Extraordinary General Meeting of Shareholders of HOLDINGROCK1 S.A. for 14.06.2022

The management of HOLDINGROCK1 S.A. (hereinafter referred to as the "Company") informs the market that on 10.05.2022, the Board of Directors of the Company decided to convene the Extraordinary General Meeting of Shareholders of the Company (EGMS) for 14.06.2022 (first calling), respectively for 15.06.2022 (second calling) should the attendance quorum for the first meeting not be met, having the agenda stipulated in the convening notice attached to this current report.

The information materials related to the agenda of the EGMS shall be made available to the shareholders, in electronic format on the Company's website at <https://rocaindustry.ro>, under the Investors > General Meeting of Shareholders section, starting with 12 May 2022.

Ioan-Adrian Bindea

President of the Board of Directors

**Convening Notice for the Extraordinary General Meeting of Shareholders of
HOLDINGROCK1 S.A.
convened for the date of 14.06.2022**

The Board of Directors of **HOLDINGROCK1 S.A. (in the process of changing its name to ROCA INDUSTRY HOLDINGROCK1 S.A.)**, a joint-stock company, established and operating in accordance with the laws of Romania, having its registered office at 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2, Bucharest, Romania, registered with Bucharest Trade Registry under no. J40/16918/2021, Unique Registration Code 44987869 (hereinafter referred to as "**the Company**" or "**Holdingsrock1**"), pursuant to the Companies' Law no. 31/1990, republished, as amended and supplemented ("**Companies Law**"), Law nr. 24/2017 on issuers of financial instruments and market operations, as amended and supplemented ("**Law no. 24/2017**"), Regulation no. 5/2018 on issuers of financial instruments and market operations, as amended and supplemented ("**Regulation no. 5/2018**") and the articles of association of the Company (the "**Articles of Association** ")

CONVENES:

The Extraordinary General Meeting of Shareholders of the Company ("EGMS") for the date of 14.06.2022 at 11:00, at the address of the registered office of the Company in Bucharest, 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2, in which all the shareholders of the Company registered in the shareholders' register (kept by Depozitarul Central S.A.) at the end of the day of **03.06.2022**, set as the Reference Date, are allowed to participate. In case the quorum of validity at the first convening is not met, a second meeting of the EGMS will be held on the date of **15.06.2022** at **11:00**, in the same place and having the same agenda and the same Reference Date.

Agenda for the Extraordinary General Meeting of Shareholders

Whereas:

- (A) The Company is the sole shareholder of **NATIVEROCK1 S.R.L.**, a limited liability company established and operating in accordance with the laws of Romania, having its registered office at 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2, Bucharest, Romania, registered with Bucharest Trade Registry under no. J40/7392/2022, Unique Registration Code 45986098, subscribed and paid-up share capital of RON 100, divided into 10 shares with a nominal value of RON 10 each ("**Nativerock1**").
- (B) Nativerock1 intends to acquire 100% of the shares ("**Shares**") issued by **DIAL S.R.L.**, a limited liability company, established and operating in accordance with the laws of Romania, with its registered office at 17 Șoseaua Constanței Street, Hârșova Locality, Hârșova City, Constanta County, Romania, registered with Constanta Trade Registry under no. J13/5526/1994, Unique Registration Code 6776141, ("**Dial**"), meaning a number of 1,060 shares, each with an individual nominal value of RON 10 and a total nominal value of RON 10,600, for a purchase price ("**Equity Price**") of maximum EUR 14,000,000 (EUR fourteen million) (the "**Transaction**").
- (C) The Transaction will be implemented and finalized in accordance with the terms and conditions of the sale and purchase of shares agreement ("**SPA**") concluded on 28.04.2022, between Nativerock1, as buyer, and the sole shareholder of Dial, as seller. Pursuant to the SPA, the Equity Price is to be paid in part upon or immediately following completion of the Transaction and in part thereafter, no later than the first quarter of 2023;
- (D) For the purpose of the Transaction, Nativerock1 requires financing, which will be provided:
- i) in part by a credit facility agreement, inter alia, between Nativerock1, as *borrower*, and a commercial bank in Romania, as *financing party* (the "**Credit Agreement**"). It is intended that the total amount to be borrowed under the Credit Agreement will be a maximum of EUR

11,400,000 (amount intended for the partial payment of the Share Price and the refinancing of loans previously contracted by Dial, payable in EUR or RON equivalent at the exchange rate on the date of payment) plus RON 37,120,000 (amount to be accessed by Dial - subsequent to the completion of the Transaction and Dial's access to the Credit Agreement as *borrower* - to finance Dial's current activities, i.e. the financing/refinancing of Dial's purchase of equipment); and

- ii) partly through intra-group financing, in a maximum amount of EUR 6,500,000, representing the difference between the Share Price and the amount borrowed under the Credit Agreement for the partial payment of the Share Price – thus requiring financial support from the group, including the Company;
- (E) The Company has sufficient financial resources to grant a loan to Nativerock1 for the purpose referred to in paragraph (C) ii) above, such that between the Company, as lender, and Nativerock1, as borrower, a loan agreement (the "**Intra-Group Loan Agreement**") is considered to be entered into for a borrowed amount of maximum EUR 6,500,000 and for a term not exceeding 5 years, under conditions similar to those existing on the Romanian credit market;
- (F) For securing all or part of the obligations of Nativerock1 and the other obligors under or in connection with the Credit Agreement, consideration shall be given to the provision of certain guarantees as follows:
- i) first-class movable mortgage on all present and future bank accounts opened by Nativerock1 with a commercial bank in Romania ("**Mortgage on Nativerock1 accounts**");
 - ii) first-class movable mortgage on all present and future bank claims of Nativerock1 arising from the SPA ("**Mortgage on Nativerock1 SPA claims**");
 - iii) first-class movable mortgage on all present and future shares issued by Nativerock1 and held by the Company ("**Mortgage on Nativerock1 shares**");
 - iv) after the transaction closing, first-class movable mortgage on all present and future shares issued by Dial and held by Nativerock1 ("**Mortgage on Dial shares**");

It is intended that such movable mortgage agreements to be entered into by the Company and/or Nativerock1, referred to at i) to iv) above, to guarantee the obligations to be undertaken by Nativerock1, as borrower, and/or other obligors under the Credit Agreement, namely the guarantee of all amounts borrowed under all credit agreements approved by this Resolution, as well as any interest, fees, costs, penalties and other amounts incidental thereto, as shall be provided for in the Credit Agreement.

For the avoidance of doubt, Holdingrock1's liability in connection with guaranteeing the obligations of the obligors under or in connection with the Credit Agreement and the other ancillary documents shall be limited to the security provided under the Mortgage on Nativerock1 shares.

In order to properly authorize all of the above at Nativerock1 level, the Company, as sole shareholder of Nativerock1, intends to adopt a resolution of the sole shareholder of Nativerock1 approving the creation of the aforementioned guarantees, as well as the empowerment of one or more persons to carry out the appropriate actions to implement such resolution of the sole shareholder of Nativerock1;

- v) after Transaction closing, certain movable and immovable mortgages on movable and immovable property, respectively, owned by Dial, to be determined/individualized later.

It is intended that such movable mortgage agreements to be entered into by Dial, as described above and/or as may be subsequently agreed, to secure the obligations to be undertaken by Dial, as borrower and/or other obligors under the Credit Agreement, guaranteeing those amounts borrowed under the Credit Agreement, i.e. to guarantee all amounts borrowed under all credit agreements approved by this Resolution that will be used for the refinancing of loans previously contracted by Dial, for financing Dial's current activity, i.e. financing/refinancing the acquisition of equipment by Dial, as well as any interest, fees, costs, penalties and other amounts incidental thereto, as provided for in the Credit Agreement.

In order to properly authorize all of the above at Dial level, Nativerock1, as sole shareholder of Dial, intends to adopt a resolution of the sole shareholder of Dial approving the establishment of the aforementioned guarantees as well as empowering one or more persons to carry out the appropriate actions to implement that resolution of the sole shareholder of Dial;

- (G) In connection with the Credit Agreement, it is intended that a subordination agreement (the "**Subordination Agreement**") will be concluded between the Company, Nativerock1 and, upon closing of the Transaction, Dial, as well as the commercial bank, whereby any debts of Nativerock1 and/or Dial to any of the Subordinated Lenders (including the Company) is to be subordinated to the reimbursement of any obligations of Nativerock1 and/or Dial to the commercial bank under the Credit Agreement;

The agenda for the Extraordinary General Meeting of Shareholders will be as follows:

1. **Approval** of Transaction, respectively the purchase by Nativerock1 of a number of 1,060 shares, each with an individual nominal value of RON 10 and a total nominal value of RON 10,600, representing all the shares issued by Dial, for a maximum purchase price of EUR 14,000,000 (EUR fourteen million).
2. **Approval** of the establishment by the Company of a first rank movable mortgage on all present and future shares issued by Nativerock1 and held by the Company, as well as the negotiation, signing, completion, implementation and execution by the Company, as mortgagee, of the Mortgage Agreement on the Shares of Nativerock1.
3. **Approval** of the subordination to the lending commercial bank of any and all rights and claims, present and future of the Company to each of Nativerock1 and Dial, as well as the negotiation, signing, completion, implementation and enforcement by the Company as a subordinate creditor, of the Subordination Agreement.
4. **Approval** of the adoption and signing by the Company, as sole shareholder of Nativerock1, of a decision of the sole shareholder of Nativerock1 approving, inter alia, the following:
 - a. contracting, negotiating, signing, completing, implementing and executing by Nativerock1, of the Credit Agreement, as a borrower;

- b. the signing by Nativerock1, for acknowledgment, of the Mortgage Agreement on the Shares of Nativerock1, and the establishment by the Company of the mortgage that will be provided in this agreement, for the purposes mentioned in the preamble to this convening notice;
- c. the establishment of a first-class mortgage on all bank accounts, present and future, opened by Nativerock1 with the commercial lending bank, as well as the negotiation, signing, completion, implementation and execution by Nativerock1, as mortgage guarantor, of the Mortgage Agreement on Nativerock1 accounts;
- d. the establishment of a first rank movable mortgage on all present and future claims of Nativerock1 resulting from SPA, as well as the negotiation, signing, completion, implementation and execution by Nativerock1, as mortgage guarantor, of the Mortgage Agreement on Nativerock1 accounts;
- e. the subordination to the lending commercial bank of any and all rights and claims, present and future of Nativerock1 to Dial, as well as the negotiation, signing, completion, implementation and enforcement by Nativerock1, as a subordinated creditor, of the Subordination Agreement;
- f. subject to and after completion of the Transaction (according to the SPA):
 - i. the establishment of a first-class movable mortgage on all present and future shares issued by Dial and held by Nativerock1, as well as the negotiation, signing, completion, implementation and execution by Nativerock1, as mortgage guarantor, of a mortgage agreement on the shares of Dial - Mortgage on Dial Shares;
 - ii. the adoption and signing by Nativerock1, as the sole shareholder of Dial, of a decision of the sole shareholder of Dial approving the negotiation, signing, completion, implementation and execution by Dial of all documents related to the financing transaction envisaged by the Dial Credit Agreement, including but not limited to the following: (a) an Act of Accession by which Dial will acquire the status of Borrower in connection with the Credit Agreement; (b) the Mortgage Agreement on the Shares of Dial, including the establishment by Nativerock1 of the mortgage that will be provided in this contract, for the purposes mentioned in the preamble to this call; (c) any and all movable and

immovable mortgages that are ancillary to the Credit Agreement, as may be determined thereafter, including the provision of collateral to be considered by them, for the purposes set out in the preamble to this judgment; (d) the Subordination Agreement; (e) authorize one or more persons to act in the name, on behalf of and in the interest of Dial to implement the judgment of Dial's sole shareholder in the matters referred to above, including, without limitation, the adoption of any and all necessary measures or recommended for this purpose, as well as the negotiation, handwritten signing, completion, implementation and execution, in the name and on behalf of Dial, of the documents to be mentioned in that decision; and (f) any other ancillary matters or in connection with the matters referred to above.

- iii. the adoption and signing by Nativerock1, as a sole shareholder of Dial, of a decision of the sole shareholder of Dial approving the establishment of a first rank mortgage on bank accounts, present and future, opened by Dial at the commercial lending bank and on movable and immovable property owned by Dial, which will be determined / individualized at a later date, including, but not limited to, receivables, stocks, trademarks or insurance policies), in order to guarantee the obligations to be assumed by Dial as a borrower, based on the Credit Agreement, approved by this Decision, which will be used to refinance the loans previously contracted by Dial, to finance Dial's current business, respectively to finance / refinance the purchase of equipment by Dial, as well as any interest, commissions, costs, penalties and other accessory amounts thereof, as they will be provided in the Credit Agreement, as well as the granting power of attorney to one or more persons, for carrying out the appropriate actions for the implementation of that decision of the sole partner of Dial.

- g. granting power of attorney to Mr. Ioan Adrian Bindea, as sole manager of Nativerock1, with the possibility of sub-delegation, to act in the name, on behalf of and in the interest of Nativerock1 with full authority and powers for the implementation of the decision of the sole partner of Nativerock1 mentioned above, including, without limitation, the adoption of any and all necessary or recommended measures for this purpose, as well as the negotiation, handwriting, completion, implementation and enforcement, in the name and on behalf of Nativerock1, of all documents to be mentioned in that decision of the sole shareholder of Nativerock1, including, without limitation, the Credit Agreement, the Subordination Agreement, the guarantee documents to be entered into

by Nativerock1, and, subject to and after the SPA), the adoption and signing, in the name and on behalf of Nativerock1, as sole shareholder, of the Dial's unique feature mentioned above. According to art. 2016 (3) of the Civil Code, the mandate thus to be granted will extend to all acts necessary for its fulfillment, even if they have not been expressly mentioned. This mandate will remain in force until the execution of all the actions provided for above or until its revocation, notified in writing to the agent.

5. Approval of (a) the granting by the Company of a loan to Nativerock1, in order to cover the difference between the Share Price and the amount borrowed under the Credit Agreement intended for the partial payment of the Share Price, in a maximum amount EUR 6,500,000, and for a term which may not exceed 5 years, under conditions similar to those existing on the Romanian lending market, for which purpose between the Company, as creditor, and Nativerock1, as debtor, the conclusion of the Intra-Group Loan Agreement is considered, as well as (b) negotiation, signing, completion, implementation and execution by the parties of the Intra-Group Loan Agreement.
6. Approval of the power of attorney of the Director General, Mr. Liviu-Ionel Stoleru (the "Representative"), with full powers and authority, to act in the name, on behalf of and in the interest of the Company, for the following:
 - a. the negotiation, handwritten signing, preparation, implementation and execution, in the name and on behalf of the Company, of the Mortgage Agreement on the Shares of Nativerock1, intended to be concluded by the Company, in any form that the Representative, at its discretion, will consider it to be in the interest of the Company;
 - b. the negotiation, handwritten signing, completion, implementation and execution, in the name and on behalf of the Company, of the Subordination Agreement, intended to be concluded by the Company, in any form that the Representative, at its discretion, will consider in the interest of the Company;
 - c. the negotiation, handwritten signing, preparation, implementation and execution, in the name and on behalf of the Company, of the Intra-group Loan Agreement, intended to be concluded by the Company, in any form that the Representative, at its discretion, will consider it in the interest of the Company;
 - d. handwritten signing, completion, implementation and execution, in the name and on behalf of the Company, of any other documents and / or contracts and performing any actions necessary to carry out the decisions taken, including, without limitation, any contracts, requests / requests , documents, certificates, notifications, letters, additional documents, powers of attorney, confirmations, waivers or formalities, which may be

necessary on the basis of or in connection with the decisions taken and to carry out any and all actions provided above, which the Representative, at his discretion will consider them to be in the interest of the Company;

- e. the registration of the Mortgage Agreement on the Shares of Nativerock1 in all relevant registers (including, without limitation, the National Register of Mobile Advertising) and in any registers of the Company or Nativerock1 (including the register of associates, as applicable), according to the applicable legal provisions, and the completion of any formalities, the signing of any documents and the taking of any necessary or advisable measures for the mortgage constituted under the Mortgage Agreement on the Shares of Nativerock1 to produce legal effects;
- f. carrying out any formalities and taking any necessary or recommended measures for the above-mentioned documents, intended to be signed by the Company, to produce legal effects; and
- g. empowering any third party, at its discretion, to negotiate, amend and sign any other documents that may be necessary in connection with the implementation of the decisions taken.

According to art. 2016 (3) of the Civil Code, the mandate that will be thus granted to the Representative will be extended to all the acts necessary for its fulfillment, even if they were not expressly mentioned above. This mandate will remain in force until all the above actions have been carried out or until its revocation has been notified in writing to the Representative.

- 7. **Approval** of the empowerment of the General Manager, Mr. Liviu-Ionel Stoleru, for signing on behalf of the shareholders the EGMS decision, as well as all the documents to be adopted by the EGMS and the fulfillment of all the legal formalities for the enforcement and registration of the adopted decisions, with the possibility of sub-mandate to third parties. Within the mandate granted, Mr. Liviu-Ionel Stoleru, as well as any of his sub-agents, will be able, without being limited to such, to fulfill all the formalities necessary for signing in the name and on behalf of the shareholders of all the documents necessary for the implementation of the EGMS decision, as well as to carry out any steps and formalities necessary for the implementation and registration of the decisions adopted by the shareholders.

GENERAL INFORMATION ON THE EGMS

Note: In view of preventing the spread of COVID-19, the Company recommends and encourages the shareholders:

- i) to access the informative materials related to the agenda and the forms for the EGMS, in electronic format, on the dedicated website, the section dedicated to the relationship with investors (<https://rocaindustry.ro/general-shareholders-meetings>);*
- ii) to access and exercise their right to vote within the EGMS through the platform dedicated to electronic voting (<https://roc1.evot.ro/>), in accordance with the procedure set out in Section 3, point B below, respectively, to vote by correspondence, in accordance with the instructions in Section 3, point D below; and*
- iii) to use, as far as possible, means of distance communication to communicate with the Company, using in particular the email dedicated to investors, respectively investors@rocaindustry.ro;*
- iv) to constantly check the investor page (<https://rocaindustry.ro/general-shareholders-meetings>) for news regarding the organization of EGMS.*

1. Documents related to and in connection with the agenda of the EGMS

Starting with the date of publication of the convening notice, all presentation materials related to the issues included on the agenda of the EGMS will be available on the Company's website, the section dedicated to investor relations (<https://rocaindustry.ro/general-shareholders-meetings>). The Company's shareholders may obtain, upon request, copies of the documents regarding the aspects included on the agenda of the EGMS, also from the registered office of the Company in Bucharest, 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2.

Among the documents related to and in connection with the agenda of the EGMS, are the following:

- a) the convening notice;
- b) the documents to be presented at the meeting, related to and in connection with the agenda of the EGMS, as well as other informative materials on the issues on the agenda;
- c) general/special empowerment forms for EGMS;
- d) correspondence ballots for EGMS;
- e) EGMS decision project.

Each shareholder, regardless of his/her participation in the share capital of the Company, has the right to ask questions regarding the items on the agenda of the EGMS.

Questions will be submitted:

- a) **in writing**, at the **Company's** headquarters in Bucharest, 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2.
- b) **by electronic means**, at the e-mail address: investors@rocaindustry.ro, so that the requests are received by the Company by the date of **10.06.2022, at 11:00**.
- c) shareholders who have not submitted the questions by the date of **10.06.2022, at 11:00** may address them directly within the EGMS, in person or through the online platform dedicated to electronic voting ([https:// roc1.evot.ro/](https://roc1.evot.ro/)).

The Company will answer the questions asked by the shareholders within the EGMS, as the case may be, and/or by posting the answer on the Company's website, respectively <https://rocaindustry.ro/general-shareholders-meetings>. The answers to the questions asked by the shareholders will also be included in the minutes of the meeting, completed in accordance with the legal provisions in force.

2. The right to insert new items on the agenda. The right to present draft decisions for the items included or proposed to be included on the agenda.

In accordance with the provisions of Article 117¹ para. (1) of the Companies Law, Art. 105. para. (3) of Law no. 24/2017, Article 189 of Regulation no. 5/2018 and art. 10.13 of the Articles of Incorporation of the Company, one or more shareholders representing, individually or together, at least 5% of the share capital has/have the right to:

- i) introduce new items on the agenda of the EGMS, each item being accompanied by a justification or a draft decision proposed for approval by the general meeting; and
- ii) present draft decisions for the items included on the agenda of the EGMS, within a maximum of 15 days from the publication of the convening notice and under the terms of the law.

To the extent that the request to complete the agenda meets all legal conditions, the Board of Directors shall resubmit the convening notice with the completed agenda, using the same procedure as that used for the previous agenda, at least 10 days before the date set for the EGMS, and in all cases before the Reference Date.

The shareholders' rights provided above can be exercised only in writing (sent by post or courier services, with acknowledgment of receipt, at the headquarters in Bucharest, 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2, **or** by e-mail (with electronic extended signature), according to the FSA regulations, at investors@rocaindustry.ro by the latest on

30.05.2022 including. The proposals will be accompanied by the following shareholder identification documents:

- i) **For natural persons:** certified true copy of the identity document (allowing its identification in the list of shareholders of the Company issued by the Central Depository);
- ii) **For legal persons:** a certified true copy of the identity document of the legal representative of the shareholder who is a legal person, accompanied by an ascertaining certificate issued by the Trade Register or another document issued by a similar authority in the state where the shareholder is registered, issued with no more than **30 days before the Reference Date**, in order to allow the identification of the shareholder in the list of shareholders of the Company issued by the Central Depository and which, if the Central Depository was not informed in time with regard to the change of the legal representative of the shareholder, must prove the capacity of the legal representative of the shareholder submitting the proposals.

Documents presented in a language other than Romanian or English will be accompanied by a translation by a sworn translator, the legalization / apostille of the translation not being required.

The agenda supplemented with the items thus proposed by the shareholders will be published, at the latest on **02.06.2022**.

3. Participation and voting in the EGMS

According to the legal provisions in force, only the shareholders registered in the Company's Shareholders' Register on the Reference Date, respectively 03.06.2022, are entitled to participate and vote in the EGMS personally (*in person or online*, through the legal representatives in the case of shareholders legal persons), through the representative (on the basis of *special or general power of attorney*), in compliance with the incidental legal provisions - art. 105 paragraph (10) of Law no. 24/2017, or by correspondence (based on *correspondence ballots*).

The access and/or vote by correspondence of the shareholders entitled to participate in the EGMS is allowed by the simple proof of their identity made, *in the case of shareholders who are natural persons*, with the identity document and, *in the case of legal persons*, with the identity document of the legal representative, accompanied by the copy of the ascertaining

certificate issued by the Trade Register or of any equivalent document issued by a competent authority of the State in which the shareholder, a legal person, is legally registered, presented in original or in copy according to the original. The documents certifying the capacity of legal representative of the shareholder, legal person, will be issued no later than 30 days before the Reference Date, in order to allow the identification of the shareholder in the list of shareholders of the Company issued by the Central Depository and, if the Central Depository was not informed in time about the change of the legal representative of the shareholder, must prove the capacity of the legal representative of the relevant shareholder.

Documents presented in a language other than Romanian or English will be accompanied by a translation by a sworn translator, the legalization / apostille of the translation not being required.

The representatives of the shareholders, natural / legal persons, will be identified on the basis of the identity document, accompanied by the special or general power of attorney signed by the individual shareholder / legal representative of the legal person shareholder, as the case may be.

The capacity of shareholder, as well as, in the case of shareholders who are legal persons or entities without legal personality, the capacity of legal representative is established on the basis of the list of shareholders from the Reference Date, received by the Company from the Central Depository.

Shareholders registered in the Company's Shareholders Register on the Reference Date, may participate in the meeting and vote, as follows:

A. Personal vote

The personal vote will be exercised after the proof of identity by the shareholder, as indicated below:

- i) *in the case of shareholders who are natural persons*, with the identity document (identity card, identity card, passport, residence permit) and,

- ii) *in the case of legal persons*, with the identity document of the legal representative (identity card, identity card, passport, residence permit), accompanied by the ascertaining certificate issued by the Trade Register, in original or certified true copy of the original, or of any equivalent document issued by a competent authority in the state where the shareholder legal person is legally registered, presented in the original or in a certified true copy of the original. The documents certifying the capacity of legal representative of the shareholder, legal person, will be issued no later than 30 days before the Reference Date, in order to allow the identification of the shareholder in the list of shareholders of the Company issued by the Central Depository and, if the Central Depository was not informed in time about the change of the legal representative of the shareholder, must prove the capacity of the legal representative of the relevant shareholder.

Documents presented in a language other than Romanian or English will be accompanied by a translation by a sworn translator, the legalization / apostille of the translation not being required.

Shareholders physically present at **EGMS** can choose to cast their vote through physical ballots **or by using electronic means of voting.**

B. Electronic voting

Electronic voting may be exercised by using electronic means of voting in accordance with Article 197 of Regulation no. 5/2018, by accessing the link <https://roc1.evot.ro/> from any internet-connected device.

For identification and online access to EGMS, shareholders will provide the following information:

➤ **For natural persons:**

- i) name and surname;
- ii) personal identification number;
- iii) e-mail address;
- iv) copy of the identity document (identity card, passport, residence permit)*;
- v) phone number (optional).

➤ **For legal entities:**

- i) the name of the legal person;
- ii) unique registration code (CUI);

- iii) the name and surname of the legal representative;
- iv) the personal identification number of the legal representative;
- v) e-mail address;
- vi) identity document of the legal representative (identity card, passport, residence permit)*;
- vii) a copy of the ascertaining certificate issued by the Trade Register or of any equivalent document issued by a competent authority of the State in which the shareholder who is a legal person is legally registered, presented in original or certified true copy of the original. The documents certifying the capacity of legal representative of the legal person shareholder will be issued no later than 30 days before the Reference Date*;
- viii) phone number (optional).

**the electronic copy of the above-mentioned documents will be uploaded online in the dedicated fields. Files that can be uploaded can have one of the following extensions: .jpg, .pdf, .png.*

The documents submitted in a language other than Romanian or English will be accompanied by the translation made by a sworn translator with the signature notary public in Romanian/English.

The shareholder can log in and vote whenever he/she wishes within the designated voting range by mail and/or live, the last voting option (before the expiry of the voting session) being the one recorded.

If, following the process of identifying the identity of the shareholders, discrepancies arise between the data provided by the shareholder and those in the list of shareholders from the Reference Date, received by the Company from the Central Depository, the shareholder will be notified and will be directed to contact the Company at the e-mail address investors@rocaindustry.ro.

C. Voting by representation with general power of attorney

The general power of attorney may be granted by the shareholders for a period not exceeding 3 years, allowing the representative to vote in all matters under discussion of the general meetings of shareholders, including disposition acts.

The general power of attorney shall contain at least the following information:

- i) the name of the shareholder;
- ii) the name of the representative (the person to whom the power of attorney is granted);
- iii) the date of the power of attorney, as well as the period of its validity, in compliance with the legal provisions; the powers of attorney having a later date shall have the effect of revoking the previously dated powers of attorney;
- iv) specification of the fact that the shareholder empowers the representative to participate and vote on his behalf by the general power of attorney in the general meeting of shareholders for the entire holding of the shareholder on the reference date, with the express specification of the company/companies for which the respective general power of attorney is used, individually or through a generic formulation relating to a certain category of issuers.

The general powers of attorney, before their first use, will be submitted to / sent to the registered office of the Company, located in Bucharest, 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2, in copy, containing the mention of conformity with the original under the signature of the representative (or by e-mail with extended electronic signature, according to the FSA regulations, at the address investors@rocaindustry.ro), so that they are registered as received at the Company's registry by the date of 10.06.2022, at 18:00. Powers of attorney not submitted within the time limit will not be taken into account.

For the validity of the mandate, the representative must have the capacity of either intermediary (in accordance with the provisions of Article 2 para. (1) point (19) of Law no. 24/2017), or lawyer, and the shareholder is their client. Also, the representative must not be in a conflict of interest, according to the provisions of art. 105 para. (15) of Law no. 24/2017. The representative cannot be substituted by another person, unless this right has been expressly conferred on him by the shareholder in the power of attorney.

If the representative is a legal person, it may exercise the mandate it receives through any person belonging to the administrative or management body or from among its employees.

The Company accepts a general power of attorney given by a shareholder, as a client, to an intermediary or a lawyer, without requesting other additional documents related to that shareholder, if the general power of attorney complies with the provisions of Regulation no. 5/2018, is signed by the respective shareholder and is accompanied by a declaration on his own

responsibility given by the legal representative of the intermediary or by the lawyer who received the power of representation through the general power of attorney, showing that:

- i) the power of attorney is given by the respective shareholder, as a client, to the intermediary or, as the case may be, to the lawyer;
- ii) the general power of attorney is signed by the shareholder, including by extended electronic signature, if applicable.

The statement described above must be submitted in original to the Company (at the same time as the general power of attorney form and at the same coordinates indicated in the convening notice), signed and stamped (if applicable) by the intermediary / lawyer (without fulfilling other formalities in connection with its form).

The general powers of attorney shall be accompanied, in the case of shareholders who are natural persons, by the identity document and, in the case of legal persons, by the identity document of the legal representative, accompanied by a copy of the ascertaining certificate issued by the Trade Register or of any equivalent document issued by a competent authority of the state in which the shareholder is a legal person is legally registered, presented in the original or in a true copy of the original. The documents certifying the capacity of legal representative of the shareholder, legal person, will be issued no later than 30 days before the Reference Date, in order to allow the identification of the shareholder in the list of shareholders of the Company issued by the Central Depository and, if the Central Depository was not informed in time about the change of the legal representative of the shareholder, must prove the capacity of the legal representative of the relevant shareholder.

Documents presented in a language other than Romanian or English will be accompanied by a translation by a sworn translator, the legalization / apostille of the translation not being required.

The representatives of the shareholders, natural / legal persons, will be identified based on the identity document, accompanied by the general power of attorney.

D. Vote by proxy with special power of attorney and correspondence ballots

Special powers of attorney and correspondence ballots must have the format provided by the Company and contain specific voting instructions for each item on the agenda (i.e., vote "for", vote "against" or "abstention").

The representation of the shareholders in the EGMS can be done by proxy, only by filling in and signing the form of the special power of attorney accordingly. The representation will be possible both through other shareholders and through third parties. Shareholders without legal capacity or with limited exercise capacity may grant special power of attorney to other persons, according to the law.

The forms of special powers of attorney will be filled in and signed by the shareholder in three original copies: one of the copies will be submitted / transmitted to the Company, one copy will be handed over to the representative and the third copy will remain with the represented shareholder.

Special powers of attorney may be granted to any person for representation in a single general meeting and contain specific voting instructions from the issuing shareholder.

Special powers of attorney/correspondence ballots will be accompanied, *in the case of shareholders who are natural persons*, by the identity document and, *in the case of legal persons*, by the identity document of the legal representative, accompanied by the copy of the ascertaining certificate issued by the Trade Register or of any equivalent document issued by a competent authority of the State in which the shareholder, a legal person is legally registered, presented in original or in certified true copy of the original. Documents certifying the status of legal representative of the shareholder legal person, will be issued no later than 30 days before the Reference Date, in order to allow the identification of the shareholder in the list of shareholders of the Company issued by the Central Depository and which, if the Central Depository has not been informed in time about the change of the legal representative of the shareholder, must prove the capacity of the legal representative of the relevant shareholder.

Documents presented in a language other than Romanian or English will be accompanied by a translation by a sworn translator, the legalization / apostille of the translation not being required.

The representatives of the shareholders, natural / legal persons, will be identified on the basis of the identity document, accompanied by the special power of attorney signed by the individual shareholder / legal representative of the shareholder, legal person, as the case may be.

The special powers of attorney/correspondence ballots and the related documents will be submitted to/send to the company's registered office, located in Bucharest, 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2 (between 10:00 and 17:00 from Monday to Friday), including by e-mail with extended electronic signature (in the case of special powers of attorney), respectively by e-mail (in the case of postal ballots), according to the FSA regulations, at the address investors@rocaindustry.ro), in original or in copy, bearing the indication of conformity with the original under the signature of the representative, so that they are registered as received at the Company's registry by the date of 10.06.2022, at 18:00, mentioning on the envelope in clear or in the subject of the e-mail "**For the Extraordinary General Meeting of Shareholders dated 14.06.2022/15.06.2022**". Powers of attorney not submitted within the time limit will not be taken into account.

If the shareholder who has cast his vote by correspondence participates in the general meeting in person or through a representative (subject to the fact that a special/general power of attorney has been transmitted in compliance with the conditions set out in this convocation), the correspondence ballot cast for that general meeting will remain valid only if the shareholder does not express personally or through a representative another voting option at the general meeting.

If the person representing the shareholder by participation personally in the general meeting is other than the one who expressed the correspondence ballot, then for the validity of the vote he/she shall submit to the meeting a written revocation of the correspondence ballot signed by the shareholder or by the representative who expressed the correspondence ballot.

When completing the special powers of attorney/ correspondence ballot, the shareholders are asked to take into account the possibility of the agenda of the EGMS being completed with new points or proposals for decisions. In this case, the special powers of attorney/ correspondence ballots will be updated and made available through the methods referred to in Section 1, "*Related documents and in connection with the agenda of the EGMS above*".

Where a shareholder is represented by a credit institution providing custody services, they may vote at the general meeting of shareholders on the basis of voting instructions received by electronic means of communication, without the need for a special or general authorization by the shareholder to be drawn up, subject to submission to the Company by the custodian credit institution of a declaration on own liability, signed by the legal representative(s) of the credit institution specifying: (i) the name of the shareholder (in clear) on whose behalf the credit institution participates and votes at that meeting, and (ii) the fact that the credit institution provides custody services to that shareholder.

The above-mentioned declaration must be submitted in original, signed and, as the case may be, stamped, or by e-mail with extended electronic signature according to Law no. 455/2001 on the electronic signature, at the address investors@rocaindustry.ro, no later than 10.06.2022, at 18:00.

In this case, the credit institution shall vote through any person from the administrative or management bodies or from among its employees; a proof/declaration attesting that the persons concerned have this capacity will be submitted together with the declaration of the credit institution mentioned above.

The custodian votes in the general meeting of shareholders exclusively in accordance with and within the limits of the instructions received from his clients having the capacity of shareholders on the Reference Date.

For further documents and information, please contact the Company at the e-mail address investors@rocaindustry.ro.

Ioan-Adrian Bindea
Chairman of the Board of Directors
10.05.2022