**Special power of attorney**

**For shareholders legal entities**

**for the Extraordinary General Meeting of Shareholders (EGMS**) **HOLDINGROCK1 S.A.**

**from 14/15.06.2022**

**The Undersigned,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*\*It will be filled in with the name of the shareholder legal entity*

with registered office located in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered at the Trade Register / similar entity for non-resident legal entities under no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unique registration code / equivalent registration number for non-legal entities\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

legally represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*It will be filled in with the name and surname of the legal representative of the shareholder legal person, as they appear in the documents proving the quality of representative*

As a shareholder of **HOLDINGROCK1 S.A**., headquartered in România, Bucharest, Gara Herăstrău Street no. 4, building A, 3rd floor, Sector 2, registered at the Trade Register Office attached to the Bucharest Tribunal under no. J40/16918/2021, CUI 44987869 **(the Company),**

We hereby authorize: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*\* To be filled in with the name and surname of the authorized natural person to whom this power of attorney is granted*

Identified with B.I./C.I./passport series \_\_\_\_\_\_\_\_\_\_\_\_\_\_, no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_, CNP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***OR***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\* To be filled in with the name of the shareholder legal entity*

with registered office located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered at the Trade Register / similar entity for non-resident legal entities under no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unique registration code / equivalent registration number for non-resident legal entities\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

legally represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\* To be filled in with the name and surname of the legal representative of the legal person shareholder, as they appear in the documents proving the quality of representative*

as my representative in the EGMS of the Company that will take place on **14 June 2022, at 11:00 (Romanian time) – the first convocation** and, respectively **15 June 2022, at 11:00 (Romanian time)** – the second convocation, to exercise the voting right related to my holdings registered in the shareholders' register on the reference date, as follows:

**For agenda item no. 1, respectively: 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).

|  |  |  |
| --- | --- | --- |
| **FOR** | **AGAINST** | **ABSTENTION** |
|  |  |  |

**For agenda item no. 2, respectively: 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.

|  |  |  |
| --- | --- | --- |
| **FOR** | **AGAINST** | **ABSTENTION** |
|  |  |  |

**For agenda item no. 3, respectively: 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.

|  |  |  |
| --- | --- | --- |
| **FOR** | **AGAINST** | **ABSTENTION** |
|  |  |  |

**For agenda item no. 4, respectively: 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:

1. contracting, negotiating, signing, completing, implementing and executing by Nativerock1, of the Credit Agreement, as a borrower;
2. 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;
3. 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;
4. 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;
5. 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;
6. subject to and after completion of the Transaction (according to the SPA):
   * 1. 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;
     2. 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.
     3. 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.
7. 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.

|  |  |  |
| --- | --- | --- |
| **FOR** | **AGAINST** | **ABSTENTION** |
|  |  |  |

**For agenda item no. 5, respectively: 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.

|  |  |  |
| --- | --- | --- |
| **FOR** | **AGAINST** | **ABSTENTION** |
|  |  |  |

**For agenda item no. 6, respectively: 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:

1. 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;
2. 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;
3. 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 considers it in the interest of the Company;
4. 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;
5. 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;
6. 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
7. 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.

|  |  |  |
| --- | --- | --- |
| **FOR** | **AGAINST** | **ABSTENTION** |
|  |  |  |

**For agenda item no. 7, respectively: 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.

|  |  |  |
| --- | --- | --- |
| **FOR** | **AGAINST** | **ABSTENTION** |
|  |  |  |

*Note:* *Indicate the vote cast by checking with an "X" one of the spaces for "FOR", "AGAINST" or "ABSTENTION". If more than one space is ticked with an "X" or no space is ticked, the respective vote is considered null / not considered exercised*.

**This special power of attorney:**

1. is valid only for the EGSM for which it was requested, and the representative has the obligation to vote in accordance with the instructions formulated by the shareholder who appointed him, under the sanction of annulment of the vote by the secretaries of the EGSM meeting;
2. the deadline for the registration of special proxies at the Company is 10 June 2022, at 18:00 (Romanian time);
3. it is drafted in 3 original copies, of which: one copy remains with the principal, one copy will be handed to the proxy and one copy will be communicated to the Company;
4. is signed and dated by the mandating shareholder; in the case of collective shareholders, it is signed by all collective shareholders;
5. will be completed by the mandating shareholder in all registered fields;
6. contains information in accordance with the Articles of Association of the Company, Law no. 31/1990, Law no. 24/2017.

**We attach to this special power of attorney:**

* the certificate of verification, in original or copy conforming to the original, issued by the Trade Register or any other document, in original or in copy conforming to the original, issued by a competent authority of the State in which the subscriber is legally registered, 30 days before the reference date and allowing the identification of the subscriber in the register of shareholders of HOLDINGROCK1 SA, on the reference date (03.06.2022), issued by Depozitarul Central SA. has not been informed in time about the name of the subscriber's legal representative (so that the shareholders' register at the reference date reflects this), the finding certificate / similar documents mentioned above will have to prove the subscriber's legal representative, and
* copy of the identity document of the authorized natural person (BI or CI for Romanian citizens, or passport, residence permit for foreign citizens).

**OR**

* in the case of the authorized legal person, we also attach its certificate of verification, in original or copy conforming to the original, issued by the Trade Register or any other document, in original or in copy conforming to the original, issued by a competent authority of the State of origin, indicating, among others, the identity of its legal representative, with a maximum of 30 days before the reference date.

**Date of granting the special power of attorney: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*\* In the event that the shareholder successively transmits more than one special power of attorney, the Company will consider that the special power of attorney having a later date revokes the previous special power of attorney (s).*

**Name of shareholder legal entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and surname of legal representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*\* To be filled in with the name of the shareholder legal entity and with the name and surname of the legal representative, in clear, capital letters*

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*\* It will be filled in with the signature of the legal representative of the legal entity shareholder and will be stamped, if applicable*