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| 1. **SPECIAL POWER OF ATTORNEY** 2. **for shareholders acting as legal entities** 3. **for the Extraordinary General Shareholders Meeting of** 4. **Sphera Franchise Group S.A. of April 26th/29th, 2024** |
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| 1. The undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   *(Drafting note: the name of the shareholder legal person shall be filled in)*   1. a company duly incorporated and operating under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with the Trade Registry/equivalent body for non-resident legal persons under no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its fiscal identification code (CUI) / equivalent registration number for non-resident legal persons \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,   (the “ **Principal”**), |
| 1. acting by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   *(Drafting note: the last and first name of the legal representative of the shareholder legal person shall be filled in, as appearing in the documents prooving the quality of legal representative*)  *whereas* the calling of the extraordinary general shareholders meeting of **Sphera Franchise Group S.A.**, a joint stock company managed under a one-tier system and operating under the laws of Romania, having its registered office in Romania, Bucharest, 239 Dorobanti Ave., 2nd floor, office 4, 1st district, registered with the Trade Registry of Bucharest Court under no. J40/7126/2017, fiscal identification code (CUI) 37586457 ("**Sphera**" or the “**Company**”), to be held upon the first calling on **April 26th, 2024**, **13:00 hrs**.  (Romanian time), at Company's headquarters located in Romania, Bucharest, 239 Dorobanti Ave., 2nd floor - Ateneu Room, 1st District or, if the case, upon second calling, if the meeting cannot be held upon its first calling, on **April 29th, 2024**, **13:00 hrs.** (Romanian time), at Company's headquarters located in Romania, Bucharest, 239 Dorobanti Ave., 2nd floor - Ateneu Room, 1st District (the **“EGSM”**), |
| 1. *whereas* the Undersigned is a shareholder of Sphera, holding, as of **April 17th, 2024** (*the Reference Date*) a number of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares issued by Sphera, granting the Undersigned a number of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ votes within the EGSM, representing a holding of \_\_\_\_\_\_\_\_\_\_% out of the total number of shares issued by Sphera and a holding of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ % out of the total number of voting rights (voting rights shares), |
| 1. **HEREBY appoint:** 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ citizen, born at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 3. identified with identity card / passport series \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having the personal number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 4. **(**the **Representative),** 5. **OR**   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company duly incorporated and operating under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with the Trade Registry/equivalent body for non-resident legal persons under no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its fiscal identification code (CUI) / equivalent registration number for non-resident legal persons \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, legally represented by\_\_\_\_\_\_\_\_\_\_ identified with identity card / passport series \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having the personal number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,   1. **(**the **Representative),** 2. **AND, as substitute Representative:**   *(Note regarding the appointment of the substitute representative: A shareholder may appoint by special power of attorney one or more substitute representatives to ensure his representation in the EGSM in case the main representative appointed is unable to fulfil his mandate. If, by the special power of attorney, more substitute representatives are appointed, the shareholder shall determine the order in which they will exercise their mandate.)*   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ citizen, born at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2. identified with identity card / passport series \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having the personal number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 3. **(**the **Substitute Representative),** 4. **OR**   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company duly incorporated and operating under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with the Trade Registry / equivalent body for non-resident legal persons under no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its fiscal identification code (CUI) / equivalent registration number for non-resident legal persons \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, legally represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ identified with identity card / passport series \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having the personal number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  (the **Substitute** **Representative**),  to attend to and to act as representative of the Principal in the EGSM and to exercise the voting rights corresponding to the shares held by the Principal and issued by Sphera, as registered with Central Depositary S.A. on **April 17th, 2024** (*the Reference Date*), as follows:  **EGSM Agenda items**   1. **1. Item no. 1**   **Contracting** by the Company, as borrower and/or debtor, as the case may be, together with US Food Network S.A (borrower and/or debtor, as the case may be), of an internal uncommitted credit facility, in the maximum amount of **EUR 3,500,000 (three-million-five-hundred-thousand-Euro) (the "Facility")**, to be granted by CITIBANK EUROPE PLC, DUBLIN - ROMANIA BRANCH, registered in Romania at the Trade Registry with number J40/21058/17.12.2008, unique registration code 24882493, fiscal registration RO24882493, registered in the Register of Credit Institutions under no. RB-PJS-40-065 of 22.12.2008, (the "Bank"), based on a Framework Contract for the Granting of Bank Credits, under which the Company may request the granting of a Credit Type, under the terms and conditions of use granted by the Bank, namely:  *a. The* ***issuance of Bank guarantees****, under the following terms:*  *(i) purpose: issuance of Bank guarantees utilized by the Borrowers,**including the Bank guarantees issued on behalf of other Borrower’s Group entities, for which the Borrowers assume all the herein mentioned obligations*  *(ii) currency:* ***RON/EUR***  *(iii) maximum amount available: the equivalent of* ***EUR 3,500,000 (******three-million-five-hundred-thousand-Euro)***  *(iv) tenor of each Drawing: maximum 12 months or maximum 12 months with automated renewal option*  *The Bank reserves the right not to extend the issued Bank guarantees. In this case, the Bank will notify the Borrowers at least 60 days prior to the expiry date of the respective Bank guarantees.*  *(v) fees:*  *1. Fees applicable in case of Bank guarantees securing the Borrowers and Borrower’s Group entities obligations, in Romania*  *Issuance Fee: 0.6% p.a., payable in advance at the issuance of each issued Bank guarantee;*  *2. Fees applicable in case of Bank guarantees securing the Borrowers and Borrower’s Group entities obligations, outside Romania\**  *Issuance Fee: USD 500 p.a., payable in advance at the issuance of each Bank guarantee;*  *Legal Review Fee: USD 500 per Bank guarantee, payable in advance at the issuance of each nonstandard Bank guarantee*  *Notary Authentication Fee of Citi signatures: USD 300 per Bank guarantee, payable only in case of Bank signatures authentication request coming from the Bank guarantee beneficiary*  *Courier/Post Charges: USD 200 per Bank guarantee, payable in the case of hard copy commitments required to be send towards beneficiary via courier or post;*  *\*Note:    these fees may be adjusted depending on each Citigroup Inc subsidiary from the country in which the Bank guarantee is issued*  *(vi) other fees:  any Bank guarantee issuance may involve payment of fees, other than the ones mentioned above and which will be further communicated by the Bank at the time of sending the issuance request*  ***b.*** *The* ***issuance of Letters of credit****, under the following terms:*  *(i) purpose: issuance of Letters of credit**utilized by the Borrowers,**including the Letters of credit issued on behalf of other Borrower’s Group entities, for which the Borrowers assume all the herein mentioned obligations*  *(ii) type: at sight and with deferred payment*  *(iii) currency:* ***RON/EUR***  *(iv) maximum amount available:* ***the equivalent of EUR 3,500,000 (three-million-five-hundred-thousand-Euro)***  *(v) tenor of each Drawing: maximum 12 months or maximum 12 months with automated renewal option*  *The Bank reserves the right not to extend the issued Letters of credit. In this case, the Bank will notify the Borrowers at least 60 days prior to the expiry date of the respective Letters of credit.*  *(vi) fees:*  *1. Fees applicable in case of Letters of credit securing the Borrowers and Borrower’s Group entities obligations, in Romania*  *Issuance Fee: 0.6% p.a., payable in advance at the issuance of each drawing (Letter of credit);*  *2. Fees applicable in case of Letters of credit securing the Borrowers and Borrower’s Group entities obligations, outside Romania\**  *Issuance Fee: USD 500 p.a., payable in advance at the issuance of each Letters of credit;*  *Legal Review Fee: USD 500 per Letters of credit, payable in advance at the issuance of each nonstandard Letter of credit*  *Notary Authentication Fee of Citi signatures: USD 300 per Letters of credit, payable only in case of Bank signatures authentication request coming from the beneficiary*  *Courier/Post Charges: USD 200 per Letters of credit, payable in the case of hard copy commitments required to be send towards beneficiary via courier or post*  *\*Note: these fees may be adjusted depending on each Citigroup Inc Subsidiary from the country in which the Letter of credit is issued*  *(vii) other fees:  any Letter of credit issuance may involve payment of fees, other than the ones mentioned above and which will be further communicated by the Bank at the time of sending the issuance request.*  At any time, the total maximum amount utilized within the Credit Types under articles a. and b. cannot exceed the maximum available amount of EUR **3,500,000 (three-million-five-hundred-thousand-Euro)** (or equivalent).  **Facility / review fee: 0,5% from the maximum amount of the Facility, payable by the Borrowers at the contract signing date and at each annual anniversary.**   1. In favor  Against  Abstain 2. **2. Item no. 2** 3. **Establishing**, in favor of the Bank, under a corresponding contract of guarantee, of the first ranking guarantee within the Bank's terms and conditions, in order to guarantee the payment of all amounts due under any of the Credit Types related to the Facility from point 1 on the EGMS agenda, respectively: 4. *a. Movable mortgage on the Debtors' bank accounts opened at the Bank.* 5. In favor  Against  Abstain 6. **3. Item no. 3**   **Signing**, together with US Food Network SA, as borrowers and/or debtors, as the case may be, of the necessary documentation for contracting/ drawing the above Facility, the Framework Agreement for the Granting of Bank Credits, the Movable Mortgage Agreement on bank accounts, the addenda thereof (including, but not limited to those regarding the Facility extension), including their annexes, to be signed by the Company, under the conditions, terms and costs requested by the Bank, as well as all and any other accessory documents and/or deeds in connection with or relating to the previously mentioned contracts, necessary for using the Facility, and/or using/reimbursement applications and/or any other necessary documents or in connection with these.   1. In favor  Against  Abstain   **4. Item no. 4**  **Empower** the Chief Executive Officer and/orthe Chief Financial Officer of the Company to represent the Company in relation to the Bank, together or individually, with full powers, in order to negotiate and to validly sign, in the name and on behalf of the Company, of the terms and conditions of the necessary documentation mentioned at point 3 here above, for contracting/ drawing the Facility, as well as any other using/reimbursement applications and/or any other necessary documents or in connection with the above mentioned documents and to fulfil any formality in order to implement the above decisions, their decision and signature being opposable to the Company, within the limit of the mandate granted.  The Chief Executive Officer and/orthe Chief Financial Officer of the Company may, in their turn, together or individually, to empower and grant authority to any third party they deem appropriate, in order to carry out all or part of the above-mentioned tasks, within the limits of the mandate granted.   1. In favor  Against  Abstain 2. **5. Item no. 5**   **Authorizing** the acquisition by the Company, either directly or by a third party acting on its own behalf, but for the Company, of a maximum number of 75,346 own shares (maximum 0,194194% of the existing share capital on the date of approval of this point by the EGSM), for a maximum period of time of 18 months from the date of publishing the resolution in the Official Gazette of Romania, part IV, at a price per share between 5 RON and 50 RON, the nominal value of such acquired own shares, including of those already, previously owned, cannot exceed the 10% threshold of the total subscribed capital of the Company, in order to grant them (i) to the Company's management members for the purpose of implementing the Option Grant Plan for Sphera Directors for 2023, as well as (ii) to some management members of some of the Company's subsidiaries. The buy-back transactions may regard only fully paid shares and shall be carried out only from the distributable profit or from the available reserves of the Company, entered in the last approved annual financial statement, except for legal reserves. The acquisition of the shares shall be performed through market operations, in order to acquire a maximum of 75,346 shares.   1. In favor  Against  Abstain 2. **6. Item no. 6** 3. **Empower** the Board of Directors and, individually, its members in order to execute all necessary and useful operations and / or procedures, regarding the implementation of point 5 above. 4. In favor  Against  Abstain 5. **7. Item no. 7**   **Approval** of the authorization of the Board of Directors of the Company in order to acquire, either directly or by a third party acting on its own behalf, but for the Company, of a maximum number of 600,000 own shares (maximum 1,546418% of the existing share capital on the date of approval of this point by the EGSM), at a price per share between 5 RON and 50 RON, for the purpose of share capital reduction of the Company, by cancelling the repurchased shares, in accordance with article 207 paragraph (1) letter (c) of Companies’ Law no. 31/1990 andempoweringthe Board of Directors to execute all and any necessary and useful operations and/or procedures, within a maximum period of 24 (twenty-four) months from the date of the present EGSM. The buy-back program implementation will be done only from own sources.   1. In favor  Against  Abstain 2. **8. Item no. 8** 3. **Approval** of the date of ***May 17th, 2024,*** as the ***record date*** and of the for the identification of the shareholders who will benefit from the results of the EGSM and to whom the effects of the EGSM resolutions are applicable, in accordance with the applicable law. 4. In favor  Against  Abstain 5. **9. Item no. 9**   **Empower** of the Chairman of the Board of Directors of the Company to validly sign the EGSM resolutions and to fulfill, for and on behalf of the Company, of all necessary formalities before Trade Registry, Official Gazette and/or any other public and/or private authorities, for the registration/filing of the resolutions adopted by the EGSM, including payment of any fees, to request and receive any documents/deeds in this regard and/or related to the implementation of the resolutions adopted by this EGSM, his signature being fully valid and opposable to the Company.   1. The Chairman of the Board of Directors may, in his turn, to mandate any third parties that he deems competent, in order to fulfill entirely or in part of the above-mentioned tasks, within the limits of the mandate granted, his signature being fully valid and opposable to the Company. 2. In favor  Against  Abstain 3. *(Drafting note: Indicate your vote by ticking “X” in one of the boxes “IN FAVOR”, “AGAINST” or “ABSTAIN”. If more than one box is ticked, or no box is ticked, the respective vote shall be considered null.)* 4. This special power of attorney: |
| 1. is valid only for the EGSM for which it was requested and the Representative or, as the case may be, the Substitute Representative, has the obligation to vote in accordance with the instructions given by the shareholder appointing him, under the sanction of the annulment of the vote by the secretaries of the EGSM; 2. the deadline for the registration of the special powers of attorney at Sphera’s registry of its registered office, in hard copy or by e-mail (according to law no. 455/2001 regarding the electronic signature) is 24 April 2024, 12:00 hrs. (Romania time); 3. shall be drafted in 3 originals, out of which: one shall be kept by the Principal, one shall be given to the Representative or, as the case may be, the Substitute Representative, and one shall be submitted/sent to the registered office of Sphera (registry); 4. shall be signed and dated by the Principal shareholder; 5. shall be filled in by the Principal shareholder, for all of the above mentioned matters. |
| I attach to this special power of attorney: |
| 1. i) a copy of the valid identity document of the Undersigned’s legal representative; |
| 1. ii) a certificate of status of the Undersigned issued by the Trade Registry, or any other equivalent document, in original or true copy, issued by a competent authority of the state in which the shareholder is duly organised certifying the quality of legal representative, not older than 3 months before the publication date of the EGSM convening notice; |
| 1. iii) a copy of the identity document of the individual Representative and, if the case, of the Substitute Representative (identity card for Romanian citizens, or passport for foreign citizens); 2. For the Representative/Substitute Representative legal person, I also attach a) the certificate of status for the Representative/Substitute Representative legal person, in original or true copy, issued by the Trade Registry, not older than 3 months before the EGSM date, or any other document, in original or true copy, issued by the competent authority in the origin state not older than 3 months before the EGSM date and b) a copy of the identity document (identity card for Romanian citizens and passport for foreign citizens) of the legal representative of the Representative/Substitute Representative legal person. |
| 1. If several Substitute Representatives are named, the order of exercising the mandate shall be the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Date of this special power of attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. *(Drafting note: to be signed by the Principal’s legal representative)* |
| 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |