

SOLTEC POWER HOLDINGS, S.A. (the “**Company**” or “**Soltec**”), in accordance with the provisions of Article 227 of Law 6/2023, dated March 17, on Securities Markets and Investment Services, hereby communicates the following

OTHER RELEVANT INFORMATION

Soltec informs that its Board of Directors has decided to call an Extraordinary General Shareholders’ Meeting, to be held on September 1 or 2, 2025, at first and second call, respectively, in accordance with the announcement whose text is attached and which will be published on the Company’s website and in the newspaper La Razón. For the appropriate purposes, it is hereby stated that the Extraordinary General Meeting is convened in order to deliberate and resolve on the sole item on the agenda, relating to the approval of the restructuring plan signed on July 24, 2025 between the Company and certain creditors of its group, among others, as well as the corporate measures within its competence included in said plan, all in accordance with the provisions of the revised text of the Insolvency Law, approved by Royal Legislative Decree 1/2020, dated May 5.

Moreover, this communication is accompanied by the proposed resolution to be adopted at the aforementioned Extraordinary General Meeting. The rest of the documentation relating to said proposal is made available to the Company’s shareholders both at the registered office and through the website (www.soltec.com).

In Molina de Segura (Murcia), on July 26, 2025.

Mr. Mariano Berges del Estal
Chief Executive Officer

SOLTEC POWER HOLDINGS, S.A.

NOTICE OF THE EXTRAORDINARY GENERAL SHAREHOLDERS' MEETING

The Board of Directors of SOLTEC POWER HOLDINGS, S.A. ("**SOLTEC**" or the "**Company**") has agreed, in accordance with the provisions of article 631 of the consolidated text of the Insolvency Law ("**TRLC**"), to convene the Extraordinary General Shareholders' Meeting of the Company **to be held at the registered office of the Company, located at Calle Gabriel Campillo (Pol. Ind. La Serreta), s/n 30500 Molina de Segura, Murcia, foreseeably on first call, on September 1, 2025 at 1:00 p.m.; in the event that the legally required quorum is not reached, and in accordance with the provisions of the Company's Articles of Association, it will be held, on second call, on September 2, 2025 in the same place and at the same time.**

The purpose of the Extraordinary General Meeting shall be to deliberate and resolve on the following

AGENDA

SOLE ITEM.- APPROVAL OF THE RESTRUCTURING PLAN.

SOLE ITEM Sub1.- Reduction of the Company's share capital to provide an unavailable voluntary reserve and simultaneous increase of the share capital by the same amount, through the offsetting of credits derived from the Capitalizable Loan, through the issuance of 365,546,868 new ordinary shares of the Company. Delegation to the Board of Directors for the execution of the reduction and the power to execute the capital increase in accordance with the provisions of article 297.1.a) of the Spanish Companies Act, as well as to amend article 5 of the Bylaws accordingly.

SOLE ITEM Sub2.- Delegation to the Board of Directors of the broadest powers for the interpretation, correction, supplementation, execution and development of all resolutions adopted by the General Shareholders' Meeting, as well as to replace the powers received from the General Meeting and granting of powers, for their elevation to a public instrument and registration of said resolutions until the appropriate registrations are achieved.

SPECIAL FEATURES OF THE CALL AND RIGHT TO INFORMATION

The Company intends to enter into a restructuring plan with the aim of guaranteeing the viability of the business in the short and medium term and avoiding its bankruptcy by modifying the structure of its liabilities and equity, and establishing other operational

measures, in accordance with the provisions of article 614 of the TRLC (the “**Restructuring Plan**”).

For the purposes of approving the Restructuring Plan, as well as the terms contained therein, which include corporate measures that are within the competence of the General Meeting, the Extraordinary General Shareholders’ Meeting is convened. In relation to the call, article 631 of the TRLC establishes a series of special features in relation to the formal aspects of the process of submitting the restructuring plans to the shareholders of the debtor companies. These special features for holding the Meeting are detailed below:

- Twenty-one days period between the call and the scheduled date of the extraordinary general meeting (article 631.2.1 of the TRLC) for companies with shares admitted to trading on a regulated market.
- An agenda limited exclusively to the approval or rejection of the Restructuring Plan in all its terms (article 631.2.3 of the TRLC). It will not be possible to supplement the call in accordance with the provisions of articles 172 and 519 of the Spanish Companies Act and article 9.6 of the Regulations of the General Meeting of SOLTEC, nor to submit new proposals in accordance with article 519.3 of the Spanish Companies Act and article 9.7 of the Regulations of the General Meeting of SOLTEC.
- The right of information of the shareholders shall be exercised exclusively with respect to the item on the aforementioned agenda. All the texts and documentation of the Extraordinary General Shareholders’ Meeting will be available on the Company’s website (www.soltec.com) and uninterruptedly from the date of publication of the call, and a copy of them may be obtained. Likewise, shareholders may examine, and obtain at the registered office, or request the Company to deliver or send them, immediately and free of charge, copies of the documents made available to them in electronic format. The delivery of the aforementioned documentation will take place, from the date of publication of this call, after verifying the identity and status of your shareholder, at the registered office of the Company, from Monday to Thursday from 9:30 a.m. to 1:30 p.m., until the day before the Meeting is held. However, it is recommended to request this documentation via email to the address: juntadeaccionistas@soltec.com. The documentation made available to shareholders is as follows:
 - Full text of the proposed agreement on the sole item on the Agenda;
 - The Restructuring Plan;
 - This notice of call;
 - Model of Attendance, Representation and Remote Voting Card.
 - Operating Rules of the Electronic Forum; and
 - The rest of the documentation that must necessarily be made available on the occasion of the holding of this Meeting, including, in relation to the SOLE ITEM

Sub1 and in accordance with articles 286, 287 and 301 of the Spanish Companies Act, among others, the following documents:

- the sole report prepared by the Board of Directors of the Company on the proposed amendments to the bylaws and, in relation to the capital increase by offsetting credits, on the nature and characteristics of the credits to be offset, the identity of the contributors, the number of shares to be issued and the amount of the increase; and
- the certification of the Company's auditor, issued as a preliminary special report, which confirms that the Board's report provides adequate information regarding the credits to be offset to increase the share capital.

In accordance with the provisions of Articles 197 and 520 of the Spanish Companies Act and Article 11 of the Regulations of the General Meeting of SOLTEC, from the publication of the notice of the General Meeting and until the fifth calendar day before, inclusive (August 27, 2025), the one scheduled for its celebration, at first call, shareholders may request in writing the information or clarifications they deem necessary or ask any questions they deem pertinent related to the sole item on the agenda. In addition, they may ask questions or clarify the matters indicated, during the holding of the meeting, in accordance with the provisions of the "Rules on telematic attendance, voting and remote representation" described below. Requests for information shall comply with the rules established in Article 11 of the Regulations of the General Meeting of the Company and may be made by delivering the request by post to the registered office of the Company indicating: EXTRAORDINARY GENERAL SHAREHOLDERS' MEETING - SECRETARIAT OF THE BOARD. It will be up to the shareholder to prove that the application has been sent to the Company in the form and within the deadline.

- The item approving the Restructuring Plan will be adopted with the ordinary quorum and by the legal majority (article 631.2.4 of the TRLC). The vote on the Restructuring Plan will also include voting on the corporate decisions or operations included in the Restructuring Plan that require a decision by the general meeting.

RULES ON TELEMATIC ATTENDANCE, VOTING AND REMOTE REPRESENTATION

Right to attendance

All shareholders, regardless of the number of shares they hold, will have the right to attend the Meeting in person or through the use of telematic means, which allow their connection in real time, using the means of communication indicated in this call, provided that they are registered in their name in the corresponding book entry register with, at least five calendar days before the Extraordinary General Shareholders' Meeting is to be held at first call (i.e. on August 27, 2025).

Right of representation

Any shareholder who has the right to attend may be represented at the General Meeting by any person, whether or not they are shareholders of the Company. To this end, **the Company has set up a Voting and Representation Platform on its corporate website (www.soltec.com), the use of which is recommended by the Company.** This platform will detail the form and manner of proceeding.

Notwithstanding the foregoing, for those shareholders who wish to issue their proxy by postal correspondence, a model of proxy document will be available on the Company's corporate website, or they may use the cards issued by the depositary institutions, which must be completed and sent by post to the Company's registered office or by email at the following email: juntadeaccionistas@soltec.com. If the proxy document is sent by email, it must be signed with the shareholder's digital certificate.

The proxy must be accepted by the representative, without which it may not be exercised, unless it is granted in favor of the Chairman of the General Meeting or the Secretary of the General Meeting. If the proxy document does not indicate the specific person in favor of whom the proxy is granted, it will be understood to have been given in favor of the President of the Meeting.

To be valid, the proxy conferred must be received before 11:59 p.m. on the day immediately prior to the day scheduled for the General Meeting (i.e., before 11:59 p.m. on August 31, 2025).

If the shareholder wishes to revoke the proxy granted, the shareholder must contact the Company at the email address indicated in the previous paragraph.

Powers conferred in any of the ways described in this section will lapse in the event that the shareholder who conferred proxy attends the Meeting in person or online. In the event that the shareholder who previously delegated the vote, attends and votes again at the Meeting, the vote that will be counted will be the one cast during the Meeting. In the event that the shareholder attends the Meeting but does not vote, it will be understood that he or she has voted in favor of the proposal included under the sole item on the agenda.

Voting Rights PRIOR to the holding of the General Meeting

Shareholders who wish to cast their vote prior to the holding of the General Meeting may do so, from the announcement of this Call, and until 11:59 p.m. on the day immediately prior to the holding of the General Meeting on first call (i.e., until 11:59 p.m. on August 31, 2025). through the Voting and Proxy Platform accessible on the Company's corporate website (www.soltec.com), the use of which is recommended by the Company. This platform will detail the form and manner of proceeding.

However, shareholders who wish to cast their vote by postal correspondence may complete and sign the early proxy voting document prepared by the Company and the model of which is available through the corporate website, or may use the cards issued by the depositary institutions, and send it, during the days prior to the holding of the General Meeting. for the attention of the investor relations department, at the registered office of

SOLTEC or by email, at the address: juntadeaccionistas@soltec.com. If the voting document is sent by email, it must be signed with the shareholder's digital certificate.

In any case, shareholders who are legal persons must send the Company a photocopy of the power of attorney by virtue of which the powers of the natural person who signs the proxy or remote voting card on behalf of the legal entity are accredited.

Votes cast in any of the ways described in this section will lapse in the event that the shareholder who cast such vote attends the Meeting in person or online. In the event that the shareholder who voted prior to the Meeting, attends and votes again at the Meeting, the vote that will be counted will be the one cast during the Meeting. In the event that the shareholder attends the Meeting but does not vote, it will be understood that he or she has voted in favor of the proposal included under the sole item on the agenda.

Online attendance and voting rights during the holding of the Meeting

Prior to the telematic connection on the day of the Meeting, shareholders who are going to attend by telematic means must register in advance through the Telematic Assistance computer application available on the corporate website (www.soltec.com), which will be available between 1:00 p.m. on August 31, 2025 and 12:00 p.m. on September 1, 2025.

Such registration will be an essential and mandatory requirement for shareholders to be able to connect and participate electronically in the General Meeting. Once the pre-registration has been made, the shareholder will receive an access username and password.

After prior registration, on the day of the Meeting, September 1, 2025, shareholders who wish to participate via telematic means in the meeting, which will begin at 1:00 p.m., must connect (telematic attendance) between 11:00 a.m. and 1:10 p.m. in order to be considered as shareholders present and appear on the list of attendees. A shareholder who connects after the established deadline will not be considered present.

From the moment the shareholder connects (telematic attendance) to the Meeting, and until ten minutes have elapsed from the start of the Meeting (1:10 p.m.), the shareholder may send in writing the interventions they wish to make, through the section enabled on the Telematic Assistance platform available on the Company's corporate website.

Once the connection has been made (telematic attendance), shareholders will be able to vote through the Telematic Attendance application, having until 1:10 p.m. on the day of the Meeting.

In the event that the shareholders connect to the Meeting, but do not cast their vote, it will be understood that they have voted in favor of the proposal included under the sole item of the agenda.

In accordance with the provisions of the Articles of Association and the Regulations of the General Meeting of SOLTEC, the mechanism for the registration, connection (telematic

assistance) and the casting of the vote by electronic means has the due guarantees of authenticity and identification of the shareholder.

Shareholders may connect and attend the Meeting and cast their vote in relation to the items on the Agenda of the Extraordinary General Shareholders' Meeting through the Telematic Assistance Platform accessible on the Company's website (www.soltec.com) by means of an electronic signature that meets the requirements indicated and identifies themselves by means of it, Electronic National Identity Document (DNIe), or by username and password following the procedure established on the corporate website.

In matters not expressly regulated in this announcement, the Regulations of the General Meeting shall apply.

Physical attendance at the Board

The registration of attendance cards will begin 1 hour before the time set for the start of the General Meeting (at 12:00 noon on September 1, 2025) and will close at 12:50 on September 1, 2025.

In order to verify the identity of the shareholders or whoever validly represents them, at the entrance to the meeting room and as a necessary condition for access, attendees will be asked to prove their identity by presenting their National Identity Document (DNI) or Passport.

In the case of shareholders who are legal persons, the person representing the same must prove such representation by presenting a sufficient power of attorney, in advance and as a necessary condition for access to the meeting room.

Suspension of electronic systems / Interconnection failures

Both for the granting of proxies and the casting of votes through remote means of communication and for remote attendance at the Meeting, the Company reserves the right to modify, suspend, cancel or restrict the mechanisms of electronic proxy or voting and/or remote assistance, when technical or security reasons so advise or impose. If any of these cases occur, it will be announced on the Company's website (www.soltec.com). All this without prejudice to the validity of the proxies already conferred, the votes already cast and the attendance and representation rights of the shareholders.

The Company shall not be liable for any damages that may be caused to the shareholder due to breakdowns, overloads, line failures, connection failures, or any other eventuality of the same or similar nature, beyond the Company's control, which prevent the use of electronic proxy or voting mechanisms and/or remote assistance. Therefore, these circumstances will not constitute an illegitimate deprivation of the shareholder's rights, without prejudice to the adoption of the measures that each situation requires, including the possible temporary suspension or extension of the Meeting if necessary to guarantee the full exercise of their rights by the shareholders or their representatives.

NOTARY INTERVENTION AT THE MEETING

The minutes of the meeting of the Extraordinary General Shareholders' Meeting will be drawn up by a Notary of the Illustrious Notarial Association of Murcia (*Ilustre Colegio Notarial de Murcia*), required for this purpose by the Board of Directors of the Company, in accordance with the provisions of articles 203 of the Spanish Companies Act and in relation to article 101 of the Commercial Registry Regulations and Article 33.3 of the Regulations of the General Meeting.

PROTECTION OF PERSONAL DATA

The personal data contained in this document or in any other document of the general meeting, those that the shareholders and, where appropriate, their representatives, provide to the Company on the occasion of the exercise or delegation of their rights of information, attendance, representation and voting at the Extraordinary General Shareholders' Meeting or that are provided for these purposes both by credit institutions and investment services firms in which they such shareholders have deposited or custody their shares as well as by the entities that, in accordance with the regulations of the securities market, must keep records of the securities represented by means of book entries, as well as the data obtained through the recording of the General Meeting (i.e., image and voice), will be processed by SOLTEC POWER HOLDINGS, S.A. in order to manage and control both the shareholder relationship and the call, celebration, audiovisual recording and public dissemination of the General Meeting on the corporate website (www.soltec.com), as well as to comply with its legal obligations. The processing is necessary for these purposes and its legal basis is the execution of the shareholder relationship and compliance with legal obligations.

In the event that the shareholder's attendance, proxy and voting card includes personal data relating to natural persons other than the shareholder, and in the event that a third party attends the General Meeting, the holder must inform them of the points contained in this clause and comply with any other requirements that may be applicable for the correct transfer of said personal data to the Company. without the latter having to take any additional action against the interested parties. The legal bases for the processing of the data of these third parties are the same as those described above for shareholders.

The data will be accessible to the notary who will attend and draw up the minutes of the General Meeting and may be provided to third parties in the exercise of the right to information provided for by law or accessible to the public to the extent that they appear in the documentation available on the corporate website (www.soltec.com) or are manifested at the Extraordinary General Shareholders' Meeting, the development of which may be publicly disseminated on said website and in accredited media. By attending the general meeting (in person or remotely), the attendee has access to the taking of photographs, the audiovisual recording of image and/or voice, as well as their reproduction and/or publication and dissemination under the terms indicated above.

The legal basis for the processing of data consisting of image and/or voice is both the existence of a legitimate interest of the Company to record and broadcast the General

Meeting, which is recognized in the rules and principles of transparency that apply to it, and the consent of the shareholder who decides to attend the general meeting with other alternative means at his disposal for the exercise of his rights.

In general, personal data will be processed during the shareholding relationship and, thereafter, for a period of 5 years only to be able to deal with any legal or contractual actions, unless, exceptionally, a longer limitation period for any legal or contractual actions is applicable.

The owners of the personal data may contact and send their requests to exercise their rights of access, rectification, deletion, opposition, limitation of processing, portability, to withdraw the consent previously granted, as well as any other rights recognized by data protection regulations, by written communication addressed to SOLTEC POWER HOLDINGS, S.A., at Calle Gabriel Campillo s/n, Polígono Industrial "La Serreta", 30.500 Molina de Segura (Murcia) or by writing to the following email address: dpo@soltec.com. Likewise, the owners of personal data may file complaints with the Spanish Data Protection Agency (www.aepd.es).

In Molina de Segura (Murcia), July 24, 2025.

**EXTRAORDINARY GENERAL SHAREHOLDERS' MEETING OF SOLTEC POWER
HOLDINGS, S.A. IN SEPTEMBER 2025**

PROPOSAL OF AGREEMENTS

SOLE ITEM.- APPROVAL OF THE RESTRUCTURING PLAN.

*"To approve in its entirety the restructuring plan signed on 24 July 2025 between the Company and Soltec Energías Renovables, S.L.U. as debtors (the "**Debtors**"), certain creditors (the "**Original Participating Creditors**") and DVCP I RAIF SICAV SCA – DVCP RENEWABLE as investor, among others, in accordance with the provisions of articles 614 et seq. of the consolidated text of the Insolvency Law, approved by Royal Legislative Decree 1/2020, dated May 5 (the "**TRLC**"), and raised into public status on the same date before the Notary Public of Madrid, Mr. Francisco Miras Ortiz, as a substitute due to accidental impossibility of his colleague Mr. Andrés Domínguez Nafría (the "**Restructuring Plan**"). To approve, likewise, the comprehensive restructuring provided for therein (the "**Restructuring**") and all the acts necessary for its implementation, including, but not limited to, the Capital Investment, the subscription of the Capitalizable Loan (as these terms are defined below) and the corporate operations that are developed below.*

For greater clarity, the main terms included in the Restructuring Plan are defined below:

Creditor Investor means DVCP I RAIF SICAV SCA – DVCP RENEWABLE.

Acceded Creditors means the Affected Creditors, other than the Original Participating Creditors, who adhere to the Restructuring Plan through the procedure described in Clause 10.1 and Clause 10.2 thereof.

Affected Creditors means the Participating Creditors and the Non-Participating Creditors, which make up the total of the creditors of the Affected Debt and which are listed in Schedule X of the Restructuring Plan.

Non-Participating Creditors means Affected Creditors other than Participating Creditors.

Participating Creditors means, collectively, the Original Participating Creditors and the Affiliated Creditors.

Restructuring Agent means Palmer Agency Services (Spain), S.L.

Syndicated Facilities Agents means the agents of the various syndicated facilities that make up the Affected Debt.

Implementation Conditions Precedent means the conditions to which the signing, validity, effectiveness and legal effects of the different documents by which the Restructuring will be implemented are subject, in accordance with the provisions of the Restructuring Plan.

Capitalizable Credit means the credit right that will arise in favor of the Equity Investor against the Company with the disbursement of the principal of the Convertible Loan for the total amount of THIRTY MILLION EUROS (€30,000,000.00), as defined in the Term Sheet that is incorporated as Annex XXVIII to the Restructuring Plan.

Assigned Debt means, together, all the instruments of the financial and commercial debt of the Debtors described in Exhibit XXII of the Restructuring Plan (and in greater detail in Annex VII thereof), which would be affected by the Restructuring Plan in the terms defined therein.

Business Day means any day of the week, except Saturdays and public holidays set as such by the official calendar for the cities of Madrid and Murcia.

Restructuring Expert means Auren Reestructuraciones, S.L.P.

Implementation Commencement Date means the date on which the implementation of the Restructuring commences in accordance with the Steps Restructuring Plan, which may not, unless agreed between the parties to the Restructuring Plan, be later than the fifth (5th) Business Day following the date on which the Restructuring Agent has notified the Affected Creditors (and/or the Syndicated Facilities Agents) that make up the Affected Debt, where applicable), to the Equity Investor, the Investor Creditor and the Debtors that compliance with the Implementation Suspensive Conditions has taken place, in accordance with Clause 3.2 of the Restructuring Plan. The Original Participating Creditors, the Capital Investor, the Creditor Investor and the Debtors may unanimously agree to extend it to a later date.

Capital Investment means the new financing, for the purposes of Article 666 of the TRLC, necessary for the fulfilment of the Restructuring Plan, consisting of the injection of liquidity by the Equity Investor by means of a loan amounting to THIRTY MILLION EUROS (€30,000,000.00), which, once drawn, will be immediately capitalized in ordinary shares of the Company representing 80% (post-restructuring) of its capital.

Equity Investor means DVCP I RAIF SICAV SCA – DVCP RENEWABLE.

Spanish Companies Act means Royal Legislative Decree 1/2010, date July 2, approving the revised text of the Spanish Companies Act.

New Shares means the 365,546,868 new ordinary shares of the Company, with a par value of €0.05 each, of the same class and series as those currently outstanding, represented by book entries, which will be subscribed by the Equity Investor as a result of the capitalization of the Capitalizable Loan.

Capitalizable Loan has the meaning given to it in Clause 6.7.1(b) of the Restructuring Plan, i.e. the loan entered into on July 24, 2025 between the Capital Investor and the Company for the amount of the Capital Investment, in order to enable the Capital Investor to pay up both the nominal value and the share premium of the New Shares, whose disbursement is conditioned to the Suspensive Conditions of Implementation.

Steps Restructuring Plan means the document attached to the Restructuring Plan as Annex XVII, which describes the actions to be carried out on the Date of Commencement of the Restructuring Implementation.

TRLC means the revised text of the Insolvency Law, approved by Royal Legislative Decree 1/2020, dated May 5, as it is novated or recast at any time, in particular, but without limitation, by Law 16/2022, dated September 5.

SOLE ITEM Sub1.- Reduction of the Company's share capital to provide an unavailable voluntary reserve and simultaneous increase of the share capital by the same amount, through the offsetting of credits derived from the Capitalizable Loan, through the issuance of 365,546,868 new ordinary shares of the Company. Delegation to the Board of Directors for the execution of the reduction and the power to execute the capital increase in accordance with the provisions of article 297.1.a) of the Spanish Companies Act, as well as to amend article 5 of the Bylaws accordingly.

A. Reduction of share capital to provide an unavailable voluntary reserve.

Amount and modality of the Capital Reduction. To reduce the share capital, set at the amount of TWENTY-TWO MILLION EIGHT HUNDRED FORTY-SIX THOUSAND SIX HUNDRED SEVENTY-NINE EUROS AND TWENTY-FIVE CENTS (€22,846,679.25), to the amount of FOUR MILLION FIVE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED THIRTY-FIVE EUROS AND EIGHTY-FIVE CENTS (€4,569,335.85), i.e., to reduce the share capital by the amount of EIGHTEEN MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED AND FORTY-THREE EUROS AND FORTY CENTS (€18,277,343, 40 €). The share capital will be reduced by reducing the nominal value of all 91,386,717 shares of the Company, set at €0.25 per share, to €0.05 per share, i.e., the nominal value is reduced by €0.20 per share (the "**Capital Reduction**").

Consequently, once the Capital Reduction has been executed – the effectiveness of which is conditional on the execution of the Capital Increase agreement referred to in the following SOLE ITEM Sub1.B – the Company's share capital will amount to FOUR MILLION FIVE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED AND THIRTY-FIVE EUROS AND EIGHTY-FIVE CENTS (€4,569,335.85), divided into 91,386,717 shares with a nominal value of 0.05 euros each.

In return for the Capital Reduction, which will not entail the return of contributions to shareholders, it is agreed to provide an unavailable voluntary reserve, which will only be available with the same requirements as for the reduction of the share capital, for the amount of the Capital Reduction (i.e., EIGHTEEN MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED AND FORTY-THREE EUROS AND FORTY CENTS (€18,277,343.40)), analogous to that provided for in article 335.c) of the Spanish Companies Act.

It is hereby stated that, once the simultaneous capital reduction and increase operations provided for herein have been carried out – which are reciprocally conditional – the share

capital figure will remain unchanged, i.e. it will amount to the amount of the capital immediately prior to the execution of the Capital Reduction. Consequently, there will be no damage to creditors. Taking into account the foregoing, as well as the provisions of article 335.c) of the Spanish Companies Act – and, in any case, given that this Capital Reduction operation is part of the measures provided for in the Restructuring Plan, so that article 631.3 of the TRLC is applicable to it – creditors shall not have the right to object to this Capital Reduction.

Likewise, given that the share capital figure will not be modified after the execution of both operations, it is stated that it is not necessary to publish the announcements on the reduction provided for in article 319 of the Spanish Companies Act.

Balance of the reduction. For the purposes of the provisions of article 171.2 of Royal Decree 1784/1996, dated July 19, approving the Regulations of the Commercial Registry, it is hereby stated that the Capital Reduction is based on the Company's balance sheet as of 31 December 2024, audited on 20 June 2025 by the Company's auditor. Ernst & Young, S.L. This balance sheet is that corresponding to the Company's annual accounts, which have been approved by the Ordinary General Shareholders' Meeting held on July 22, 2025. Both the balance sheet and the audit report will be incorporated into the deed of execution of the Capital Reduction.

Condition precedent. The effectiveness of this Capital Reduction agreement and, therefore, its execution, is conditional on the occurrence of the Implementation Start Date (the "**Suspensive Condition**").

Modification of the Articles of Association. As a result of the Capital Reduction and the simultaneous Capital Increase referred to in the following SOLE ITEM Sub1.B Agreement, the Board of Directors will proceed to amend Article 5 of the Company's Bylaws relating to the share capital to reflect the final result of such operations.

Delegation of powers. Without prejudice to the delegations of specific powers contained in the previous sections (which must be understood to have been granted with express powers of substitution in the persons indicated herein), to empower the Board of Directors, with all the breadth required by law and with express powers of substitution in third parties of its trust, so that any of them, indistinctly and with their signature only, may develop, formalise and execute this agreement in accordance with the provisions of the Restructuring Plan, being able, in particular, on an indicative and non-limiting basis:

- (a) declare compliance with the Suspensive Condition;
- (b) to grant as many public and private documents as may be convenient for the execution of the Capital Reduction, in particular, the corresponding deed of reduction;
- (c) to this end to adopt all the legally necessary agreements for the formalisation of this agreement or the agreements for its execution, as well as for the corresponding amendments to the article of the Bylaws relating to share capital;

- (d) to carry out on behalf of the Company any action, declaration or management that is required before the CNMV, Iberclear, the Governing Companies of the Stock Exchanges or any other body, entity or public or private registry, both national and international;
- (e) to write and publish as many advertisements as necessary or convenient;
- (f) to execute on behalf of the Company as many public or private documents as may be necessary or convenient for the Capital Reduction and, in general, to carry out all the procedures necessary for the execution of the same, as well as to correct, clarify, interpret, specify or complement this agreement and, in particular, any defects, omissions or errors, of substance or form, resulting from the verbal or written qualification, prevent access to the Commercial Registry or any other official registers of the same and its consequences; and
- (g) in general, to carry out as many actions as are necessary or convenient for the successful completion of the Capital Reduction.

B. Capital increase by offsetting credits.

Capital increase. Simultaneously with the previous reduction agreement and without interruption, to increase the share capital of the Company, set after the Capital Reduction in the amount of FOUR MILLION FIVE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED AND THIRTY-FIVE EUROS AND EIGHTY-FIVE CENTS (€ 4,569,335.85), by compensation of credits, for a nominal amount of EIGHTEEN MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED FORTY-THREE EUROS AND FORTY CENTS (€ 18,277,343.40) (the "**Capital Increase**"), through the issuance and circulation of 365,546,868 new ordinary shares of the Company, with a par value of €0.05 each, of the same class and series as those currently outstanding, represented by book entries (the "**New Shares**"). The New Shares will grant the same rights and obligations as those existing until now as of the date on which the Capital Increase is declared subscribed and paid up.

Therefore, in the event of the Capital Increase, the share capital would be set at the sum of TWENTY-TWO MILLION EIGHT HUNDRED FORTY-SIX THOUSAND SIX HUNDRED SEVENTY-NINE EUROS AND TWENTY-FIVE CENTS (€22,846,679.25).

Type of issue. The total share premium corresponding to the New Shares amounts to ELEVEN MILLION SEVEN HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED FIFTY-SIX AND SIXTY CENTS (€11,722,656.60), i.e. €0.0320688196950986 per share. Therefore, the New Shares will be issued at an issue rate of €0.0820688196950986, with the total amount of the Capital Increase (nominal plus share premium) being THIRTY MILLION EUROS (€30,000,000.00).

The New Shares will be paid up in full by offsetting the right of credit against the Company indicated below.

Absence of the right of pre-emptive subscription. There will be no pre-emptive subscription right over the New Shares, in accordance with the provisions of article 304 of the Spanish

Companies Act, stating that, where appropriate, the provisions of article 631.4 of the TRLC may have been applicable.

Consideration for the increase. In consideration of the Capital Increase, the Capitalizable Credit held by the Capital Investor against the Company, derived from the Capitalizable Loan that has been subscribed between the Company, as borrower, and the Capital Investor, as lender, on July 24, 2025, will be offset. In accordance with the provisions of the Restructuring Plan, such Capitalizable Loan will only be disbursed in favor of the Company on the Implementation Start Date, once compliance with (or, where applicable, waiver) of the Implementation Suspensive Conditions to which the implementation of the Restructuring is subject has been verified. at which time the Capitalizable Credit will arise in favor of the Capital Investor.

Consequently, all the New Shares issued as a result of the Capital Increase will be delivered to the Capital Investor in consideration for the compensation of the Capitalizable Credit, which will be automatically extinguished as a result of the execution of the Capital Increase.

The data relating to the nature and characteristics of the Capitalizable Credit, including the identity of the contributor, the number of shares to be issued and the amount of the Capital Increase, are included in the report prepared by the Board of Directors that, in compliance with the provisions of article 301.2 of the Spanish Companies Act, has been made available to shareholders at the time of the call for this Meeting. As stated in said report, and for the purposes of the provisions of article 301.1 of the Spanish Companies Act, it is hereby stated that, in accordance with the provisions of article 632 of the TRLC, the Capitalizable Credit, once it appears in the Company's accounts after the disbursement of the Capitalizable Loan and the corresponding conditions have been met, it will be considered liquid, due and payable at the time of its compensation. Compliance with the requirements of the aforementioned article 301 for the capitalization of credits will be accredited by the certification issued as a special preliminary report, prior to the call of this Meeting, by the auditor of the Company, Ernst & Young, S.L., once it has been complemented with a special complementary report that will be issued at the time of the execution of the Capital Increase. at the time when the aforementioned requirements are met.

The report issued by the Board of Directors, together with the special report of the Company's auditor, including the aforementioned supplementary special report, will be incorporated into the public deed by which the execution of the Capital Increase is made public.

Execution of the Capital Increase and conditions. Incomplete underwriting forecast. The subscription and disbursement of the Capital Increase will take place at the time of its execution, delegating to the Board of Directors the power of letter a) of article 297.1 of the Spanish Companies Act to determine the date on which the Capital Increase must be carried out, in accordance with the provisions of the Restructuring Plan. within a maximum period of one year from the date of its adoption by the General Meeting. If after this period the Capital Increase has not been executed, this agreement will be null and void.

In accordance with the provisions of Article 311 of the Spanish Companies Act, it is expressly provided to accept the possibility of incomplete subscription of the Capital

Increase, so that, if for any reason the Capital Increase is not fully subscribed and paid up after the end of the same, the capital may be increased by the amount of the subscriptions and disbursements effectively made. being without effect as to the rest. However, incomplete subscription is not expected to occur, unless some adjustment must be made for purely technical reasons and/or beyond the control of the Company.

Modification of the Articles of Association. Once the Capital Increase has been executed, the Board of Directors will adapt the wording of Article 5 of the Company's Bylaws relating to the share capital to the final result of the Capital Increase.

Admission to trading. It is agreed to apply for the admission to trading of the New Shares on the Madrid, Barcelona, Bilbao and Valencia Stock Exchanges, through the Stock Exchange Interconnection System (Continuous Market), as well as to carry out the necessary procedures and actions and to submit the documents that are necessary to the competent bodies for the admission to trading of the New Shares. expressly stating the Company's submission to the rules that exist or may be issued in matters of the Stock Exchange and, especially, on contracting, permanence and exclusion from official trading.

Condition precedent. The effectiveness of this Capital Increase agreement and, therefore, its execution, is conditional on compliance with the Condition Precedent, i.e., the Implementation Start Date.

Delegation of powers. Without prejudice to the delegations of specific powers contained in the previous sections (which must be understood to have been granted with express powers of substitution in the persons indicated herein), to empower the Board of Directors, under the provisions of article 297.1.a) of the Spanish Companies Act, with all the breadth required by law and with express powers of substitution in third parties of its trust, so that any of them, indistinctly and with their signature only, may develop, formalize and execute this agreement in accordance with the provisions of the Restructuring Plan and within a period of one year from the date thereof, being able, in particular, on an indicative and non-exhaustive basis:

- (a) declare compliance with the Suspensive Condition;*
- (b) declare the share capital subject to the increase subscribed and paid up, even if, in accordance with the provisions of article 311 of the Spanish Companies Act, not all the New Shares are subscribed and an incomplete subscription takes place, being able to declare the Capital Increase closed in the amount of the subscriptions made;*
- (c) declare the Capital Increase executed and the disbursements of the New Shares finally subscribed, granting as many public and private documents as may be convenient for the execution of the Capital Increase and for the circulation of the New Shares subscribed and paid;*
- (d) to this end to adopt all the legally necessary agreements for the formalization of this agreement or the agreements for its execution, as well as for the corresponding amendments to the article of the Bylaws relating to share capital;*

- (e) *extend and develop this agreement, setting the terms and conditions of the issuance in all matters not provided for therein and in the Restructuring Plan, in particular, without being exhaustive, establish the date on which the Capital Increase must be carried out, within a maximum period of one year from its adoption and, in any case, in accordance with the provisions of the Restructuring Plan;*
- (f) *carry out on behalf of the Company any action, declaration or management that is required before the CNMV, Iberclear, the Governing Companies of the Stock Exchanges or any other body, entity or public or private registry, both national and international, to obtain the authorization, verification and subsequent execution of the Capital Increase, as well as the admission to trading of the New Shares on the Madrid Stock Exchanges, Barcelona, Bilbao and Valencia, and in any other market on which the Company's shares are listed at the time of execution of this agreement, as well as their integration into the Stock Exchange Interconnection System;*
- (g) *to request the admission to trading of the New Shares on the Madrid, Barcelona, Bilbao and Valencia Stock Exchanges and/or on any other market in which the Company's shares are listed at the time of execution of this agreement, as well as their integration into the Stock Exchange Interconnection System;*
- (h) *to negotiate and sign, where appropriate, under the terms it deems most appropriate, the contracts, private or public documents, which are necessary for the subscription, disbursement and execution of the Capital Increase;*
- (i) *to write and publish as many advertisements as necessary or convenient;*
- (j) *to execute on behalf of the Company any public or private documents necessary or convenient for the issuance of the New Shares and, in general, to carry out any procedures necessary for the execution thereof, as well as to correct, clarify, interpret, specify or supplement this agreement and, in particular, any defects, omissions or errors, of substance or form, resulting from the verbal or written qualification, prevent access to the Commercial Registry or any other official registers of the same and its consequences; and*
- (k) *in general, to carry out as many actions as may be necessary or convenient for the successful completion of the Capital Increase.*

SOLE ITEM Sub2.- Delegation to the Board of Directors of the broadest powers for the interpretation, correction, supplementation, execution and development of all resolutions adopted by the General Shareholders' Meeting, as well as to replace the powers received from the General Meeting and granting of powers, for their elevation to a public instrument and registration of said resolutions until the appropriate registrations are achieved.

To delegate to the Board of Directors the broadest possible powers in law, and in particular the Chairman, the Chief Executive Officer and the non-director Secretary, indistinctly, to



proceed with the formalization and execution of all the resolutions adopted by the Meeting, as well as to correct the omissions, corrections or errors therein and their interpretation and to proceed to the registration in the Commercial Registry of the resolutions that require such requirement."