



## GESTAMP AUTOMOCIÓN, S.A.

### OTHER RELEVANT INFORMATION COMUNICATION

Madrid, May 23, 2025

Pursuant to article 227 of the consolidated text of the Securities Market Act, approved by Legislative Royal Decree 4/2015 of 23 October, and related provisions, Gestamp Automoción, S.A. ("**Gestamp**" or the "**Company**") hereby informs of the following

### OTHER RELEVANT INFORMATION

Pursuant to the provisions of Article 529 *unvicies* of the Royal Decree Law 1/2010 of 2 July, whereby the consolidated text of the Spanish Companies Act was approved ("**LSC**"), the listed companies must disclose publicly any transactions performed with their related parties which, either individually or in aggregate, exceed 5% of their total assets or 2.5% of their annual net income as per their latest consolidated financial statements approved by the General Shareholders' Meeting.

Pursuant the aforementioned article 529 *unvicies* LSC, the Company reports those related party transactions carried out by Gestamp or its subsidiaries (hereinafter, together with Gestamp, collectively referred to as "**Gestamp Group**") with its shareholder Acek Desarrollo y Gestión Industrial, S.L. (hereinafter, "**Acek**") or its subsidiaries<sup>1</sup> (hereinafter, together with Acek, collectively referred to as "**Acek Group**") since these transactions have exceeded the 2.5% aforementioned threshold.

Acek, as parent company of Acek Group, owns more than 10% of Gestamp's share capital. Consequently, as per article 529 *vicies* LSC, any transaction performed by and between Acek Group and Gestamp Group should be considered as a related party transaction.

Acek Group performs, among others and in addition to the manufacturing and selling of metal pieces and components for the automotive sector activity performed through Gestamp Group, the following activities through the subgroups specified below:

- a) Holding Gonvarri, S.L. and its subsidiaries (hereinafter, "**Gonvarri Group**"), which manufactures, transforms and trades metal products, including both steel service centres and the manufacturing of renewable energies structures (such as wind turbine shafts, infrastructures for photovoltaic farms and solar thermal plant elements).

---

<sup>1</sup> The term "subsidiaries" shall be defined as those companies controlled by Acek in the terms set out under article 42 of the Spanish Code of Commerce.

- b) Inmobiliaria Acek, S.L. and its subsidiaries (hereinafter, “**Inmobiliaria Acek Subgroup**”), which is involved in real estate activities.

In this regard, given that the last communication published the amounts incurred until December 31, 2024, this communication publishes the amounts incurred from January 1, 2025 until March 31, 2025.

## **1. Transactions performed by Gestamp Group with Acek.**

### ***1.1. Transactions related with services received from Acek.***

On March 31, 2017, the Board of Directors of Gestamp, after a favourable report issued by the Audit Committee on 28 March 2017, approved an agreement between Gestamp Servicios, S.A. (“Gestamp Servicios”) and Acek for the latter to render professional services related to accounting consolidation and centralised purchase of software licenses and insurance.

Regarding the accounting consolidation services received, the consideration is based on the cost per employee incurred in the rendering of the services plus a 7% margin in accordance with the related party transactions tax analysis included in the transfer pricing documentation.

As for the purchase of centralised software licenses and insurance, Acek operates as centralised procurement centre for the different subgroups (including Gestamp Group) and bills such services according to specific and objective allocation criteria (number of licenses, insured equity, etc.).

At the time of approval and based on an Audit Committee’s report, the Board established that the transaction was performed at market conditions and in compliance with applicable standards.

The amount of the transactions carried out under this contract and other related financial expenses from January 1, 2025 until March 31, 2025 is 4,580 thousand euros.

### ***1.2. Transactions related with services rendered to Acek.***

On March 31, 2017, Gestamp’s Board of Directors, based on a favourable report issued by the Audit Committee on 28 March 2017, approved an agreement between Acek and Gestamp Servicios for the latter to render professional economic and financial services.

According to the aforementioned agreement, the consideration is based on the cost per employee plus a 7% margin in accordance with the related party transactions tax analysis included in the transfer pricing documentation.

At the time of approval and based on an Audit Committee’s report, the Board established that the transaction was performed at market conditions and in compliance with applicable standards.

The amount of the transactions carried out under this contract from January 1, 2025 until March 31, 2025 is 51 thousand euros.

## **2. Transactions performed by Gestamp Group with Inmobiliaria Acek Subgroup.**

### **2.1. *Transactions related to the rental of office space of Inmobiliaria Acek Subgroup.***

On 31 March 2017 Gestamp's Board of Directors, based on a positive report issued by the Audit Committee on 28 March 2017, approved a rental agreement between Inmobiliaria Acek and Gestamp Servicios. Specifically, under the aforementioned contract, Gestamp Servicios, as tenant, rents the office from Inmobiliaria Acek at Calle Alfonso XII, nº 16, Madrid, where it runs parts of its corporate business.

The monthly rent for the 1,918.56 m<sup>2</sup> of rented space updated in accordance with the CPI amounts to 86,089.94 euros plus certain costs assumed by the tenant.

At the time of approval and based on an Audit Committee's report, the Board of Directors established that the transaction was performed at market conditions and in compliance with applicable standards.

Likewise, on 13 October 2021 the valuation company Galtier Franco Ibérica analysed the rent price per square metre taking into account the property location, surface area, urban planning regulations and market prices, concluding that such rent was within the market prices range.

The amount of the lease transactions carried out under this contract from January 1, 2025 until March 31, 2025 is 258 thousand euros.

### **2.2. *Operations related to the execution of adaptation works.***

On February 27, 2025, the Board of Directors, following a favorable report from the Audit Committee issued on January 24, 2025 (attached to this communication as Annex I), approved the provision by Inmobiliaria Acek to Gestamp Servicios, of services for the execution of adaptation works of the new offices leased by Gestamp Servicios to Inmobiliaria Colonial, located in the Madnum building, Calle Méndez Álvaro, 53, Madrid.

In this regard, the Board of Directors, at the time of its approval, and on the basis of the report issued by the Audit Committee, concluded that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, of the shareholders other than the related party.

This is a one-off provision of services from Inmobiliaria Acek to Gestamp Servicios, whose total amount is 1,617 thousand euros plus VAT.

## **3. Transactions performed by Gestamp Group with Gonvarri Subgroup.**

### **3.1. *Transactions related to the purchase and sale of raw materials and related services received.***

On May 10, 2022 Gestamp's General Shareholders' Meeting, at the proposal of the Board of Directors and based on a previous favourable report issued by the Audit Committee on 6 April 2022, approved a framework agreement whereby Gestamp Group and Gonvarri

Subgroup are involved in the sale and purchase of steel products (steel coils, straps and blanks) for the manufacturing of automotive metal parts, as well as in other related services.

Gestamp Group purchases raw materials used for the manufacturing of automation components from Gonvarri Subgroup, which in turn acquires the steel required directly from the steel supplier for subsequent processing (cutting and/or coating), ultimately charging Gestamp Group the added value.

Sometimes Gestamp Group buys the raw material directly from the steel supplier and subsequently delivers it to Gonvarri Subgroup, which is ultimately responsible for processing and selling it back to Gestamp Group charging to the selling price the value added by the raw material processing.

At the time of its proposal to the General Shareholders' Meeting and based on an Audit Committee's report, the Board of Directors established that the transaction was performed at market conditions and in compliance with applicable standards.

The net amount of the purchase and sale of steel and related services carried out from January 1, 2025 until March 31, 2025 is 397,075 thousand euros.

Most of the volume of raw materials purchase transactions is made on a "resale" basis whereby the price for raw material (steel coils) is negotiated directly with the steel supplier by Gestamp Group or by the end customer (Original Equipment Manufacturer, "OEM"). As a result, in the referred cases, raw material price is negotiated between independent parties. Under the resale transactions, Gonvarri Subgroup simply buys the raw materials at the price agreed by Gestamp Group or the end customer (OEM) with the steel supplier without any involvement of Gonvarri Subgroup in the raw material price setting. Specifically, a 54.85% of the amount billed by Gonvarri Subgroup to Gestamp Group for the purchase of raw materials has been under this resale regime during the quarter that is the subject of this communication, being the price of the raw materials arranged between independent parties without Gonvarri Subgroup involvement and, therefore, with respect to such volume, there is no conflict of interest whatsoever.

Consequently, considering the abovementioned resale volumes, the actual amount of the transactions reported under this section from January 1, 2025 until March 31, 2025 subject to negotiation between related parties is 179,295 thousand euros.

### **3.2. Transactions related with asset rental.**

#### **3.2.1. Rental by Gestamp Louny S.R.O. of a warehouse owned by Gonvarri Czech S.R.O.**

On 6 May 2019, based on a favourable report issued by the Audit Committee issued on the same date, the Board of Directors approved (i) the rental of the warehouse owned by Gonvarri Czech, S.R.O. ("**Gonvarri Czech**") in Minice (Czech Republic) from Gestamp Louny S.R.O. ("**Gestamp Louny**"), for a monthly rent of 175,969 euros (7.15 euros/m<sup>2</sup>) rent which was increased by 2,500 per month due to refurbishment works, and whose addendum was approved by the Board of Directors following a report from the Audit Committee (published in the communication of other relevant information with registration number 13567 on January 11, 2022).

Subsequently, on 27 February 2024, based on a report of the Audit Committee, the Board of Directors approved a new addendum to the rental contract by which the monthly rent increased by 3,200 per month due to update of the refrigeration system and replacement of the warehouse's exterior doors. As a result, once the refurbishment work on the warehouse has been completed, the monthly rent to be paid by Gestamp Louny amounts to 181,669 euros per month.

The Board of Directors considered, based on the previous report of the Audit Committee, that the above stated transactions were fair and reasonable from the viewpoint of Gestamp and, especially, from the shareholders not involved in the transaction.

The amount of the transactions carried out under this contract from January 1, 2025 until March 31, 2025 is 545 thousand euros.

*3.2.2. Lease agreement for the industrial building of Gonvarri Produtos Siderúrgicos, S.A., by Gestamp Aveiro - Indústria de Acessórios Automóveis S.A.*

On 6 April 2022, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the lease to Gonvarri Produtos Siderúrgicos, S.A. ("**Gonvarri Produtos Siderúrgicos**") by Gestamp Aveiro - Indústria de Acessórios Automóveis S.A. ("**Gestamp Aveiro**") of an industrial plant with an area of 7,248.7 m<sup>2</sup>, plus an area of approximately 6,231 m<sup>2</sup> for parking, as well as an area for refrigeration equipment of 3,044 m<sup>2</sup>, located in the Freguesia de Nogueira do Cravo do concelho de Oliveira de Azemeis, for a monthly rent of 21,574 euros.

In order to evaluate the economic reasonableness of the operation, the Audit Committee had a comparative study that takes as a reference the rental price per m<sup>2</sup> in three warehouses in the same industrial park with an equivalent industrial use, being the price per m<sup>2</sup> offered by Gonvarri Produtos Siderúrgicos lower than the average price obtained in said study.

In this regard, the Board of Directors considered, on the basis of the previous report issued by the Audit Committee, that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, from the point of view of the shareholders other than the related party.

The amount of the transactions carried out under this contract from January 1, 2025 until March 31, 2025 is 64,722 euros.

*3.2.3. Land lease agreement between Gestamp Palencia, S.A. and Road Steel Engineering, S.L.*

On October 22, 2018, the Board of Directors, following a favorable report from the Audit Committee, approved the lease to Road Steel Engineering, S.L. (company of the Gonvarri Subgroup) by Gestamp Palencia, S.A. of a total area of 36,964.90 m<sup>2</sup> owned by Gestamp Palencia, S.A. located in the northern area of the plot on which its factory is located, for 2,208.33 euros per month.

In this regard, the Board of Directors, at the time of its approval, and based on the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market conditions and complied with the applicable regulations.

The monthly rent updated in accordance with the CPI is 2,663.73 euros per month, so that the amount of the lease transactions under this contract from January 1, 2025 until March 31, 2025 is 7,991 euros.

*3.2.4. Industrial building sublease agreement between Gestamp Aragón, S.A. y Laser Automotive Zaragoza, S.L.*

On October 22, 2018, the Board of Directors, following a favorable report from the Audit Committee, approved the sublease to Laser Automotive Zaragoza, S.L. (company of the Gonvarri Subgroup, as sublessee) by Gestamp Aragon, S.A. (as sublessor) of an industrial building located in Pedrola, Zaragoza for a monthly rent of €9,275.

In this regard, the Board of Directors, at the time of its approval, and based on the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market terms and conditions and complied with the applicable regulations.

The amount of the lease transactions under this contract from January 1, 2025 until March 31, 2025 is 27,825 euros.

*3.2.5. Industrial building lease agreement between Gonvauto Navarra, S.A. y Gestamp Navarra, S.A.*

On October 22, 2018, the Board of Directors, following a favorable report from the Audit Committee, approved the lease by Gestamp Navarra, S.A. (lessee) to Gonvauto Navarra (lessor) of an industrial building owned by it located in Salinas de Pamplona for a monthly rent of 27,548 euros.

In this regard, the Board of Directors, at the time of its approval, and based on the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market conditions and complied with the applicable regulations.

The monthly rent updated in accordance with the CPI is 34,088 euros per month. Hence, the amount of the leasing operations under this contract from January 1, 2025 until March 31, 2025 is 100,732 euros.

*3.2.6. Warehouse and pavilion lease between Gonvarri Polska Sp. z.o.o. and Gestamp Polska Sp. z.o.o.*

On July 25, 2019, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the lease to Gonvarri Polska Sp. z.o.o. (lessor) by Gestamp Polska Sp. z.o.o. (lessee) of a warehouse and annex pavilion owned by Gonvarri Poland in Września (Poland), for a monthly rent of 37,500 euros. Subsequently, on July 29, 2024, the Board of Directors, following a favorable report from the Audit Committee, approved the extension of this agreement for an additional six years, with all other conditions, including the price, remaining in the same terms.

In this regard, the Board of Directors, at the time of approval, and on the basis of the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market terms and conditions and complied with the applicable regulations.

The amount of the lease transactions under this contract from January 1, 2025 until March 31, 2025 is 112,500 euros.

3.2.7. Lease agreement for a parking area between Gonvarri Polska Sp. z o.o. and Gestamp Polska.

On 27 February 2025, the Board of Directors, following a favourable report from the Audit Committee issued on 24 February 2025 (attached to this communication as Annex II), approved the lease to Gonvarri Polska by Gestamp Polska of a parking area that is located on the plot adjacent to the warehouse and pavilion also leased by Gonvarri to Gestamp Polska and referred to in the previous point. The agreed monthly amount for the rental of the car park is PLN 7,739 per month.

In this regard, the Board of Directors, at the time of its approval, and on the basis of the report issued by the Audit Committee, concluded that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, of the shareholders other than the related party.

The amount of leasing operations under this contract from January 1, 2025 to March 31, 2025 is PLN 7,739 (equivalent to approximately 5,400 euros).

3.2.8. Blanking line lease agreement with a purchase option between Gonvauto South Carolina, Inc. and Gestamp Chattanooga II, LLC.

On 17 December 2020, based on a favourable report issued by the Audit Committee on the same date, the Board of Directors approved a lease agreement with purchase option of the blanking line owned by Gonvauto South Carolina, Inc. (“**Gonvauto**”) by Gestamp Chattanooga II, LLC (“**Gestamp Chattanooga**”).

Gonvauto was initially selected to supply the blanks stamped by Gestamp Chattanooga in the Chattanooga II plant. Nonetheless, in order to eliminate any logistic risks (arising from the fact that Gonvauto provided blanking services from its plant in South Carolina) and there being no other alternative supplier, it was agreed that Gestamp Chattanooga would perform the cutting works in its own plants and therefore, would rent the cutting line used to do so from Gonvauto backed with a purchase option.

The monthly rent for year 2020 was set at 49,753.3 US dollars. According to the contract, this rent is to be updated annually as per the US CPI and, consequently, the monthly rent for year 2025 is set at 61,362 US dollars.

Furthermore, the price set to exercise the purchase option was set as a percentage of the initial value of the blanking line which decreases depending on the time of exercised (10, 13, 16 or 19 years).

At the time of approval and based on an Audit Committee’s report, the Board established that the transaction was performed at market conditions and in compliance with applicable standards.

The amount of the transactions carried out under this contract from January 1, 2025 until March 31, 2025 is 184 thousand US dollars.

*3.2.9. Machinery lease agreement between Gestamp Palencia, S.A. and Gonvarri I Central de Servicios, S.L.*

On 10 May 2022, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the lease to Gonvarri I Central de Servicios, S.L. by Gestamp Palencia, S.A., of a Trumpf True 3D Laser Cell L60 laser cutting cell for a monthly rent of 6,400 euros.

In this regard, the Board of Directors considered, based on the previous report issued by the Audit Committee, that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, from the point of view of the shareholders other than the related party.

The amount of the transactions carried out under this contract from January 1, 2025 until March 31, 2025 is 19,200 euros.

*3.2.10. Contract for the transfer of the use of the dining room between Gestamp Servicios and GRI Renewable Industries S.L.*

On 6 April 2022, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the assignment by Gestamp Servicios (assignor) to GRI Renewable Industries, S.L. (assignee) the use (shared, non-exclusive) of the dining room at the corporate offices of Gestamp located at 3, Ombú Street, Madrid, for an amount of (i) 100,000 euros as an initial payment, already paid in 2022 (ii) 4,660 euros per month for the assignment of the use of the dining room and the catering services related to it, amount which, according to the contract, is updated annually as per the Spanish Consumer Price Index. The updated amount for 2025 is 5,153.29 euros per month; and (iii) an amount equivalent to 50% of the compensation that Gestamp Servicios has to pay monthly to the contracted catering company, in the event that the latter does not reach the sales figures determined in the corresponding contract.

In this regard, the Board of Directors considered, based on the previous report issued by the Audit Committee, that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, from the point of view of the shareholders other than the related party.

The amount of the transactions carried out under this contract from January 1, 2025 until March 31, 2025 is 21,824.17 euros.

**3.3. *Transactions related with receipt services.***

*3.3.1. Receipt of storage, relocation, maintenance, and repair services for shelving as well as shelving provision between Dexion Material Handling Ltd. and Gestamp Tallent, Ltd.*

On December 17, 2024, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the provision by Dexion Material Handling Ltd. (“**Dexion**”), a company of the Gonvarri Subgroup, to Gestamp Tallent, Ltd. at its West Midlands (United Kingdom) plant (“**Gestamp Tallent**”), of provision, storage, relocation, maintenance, and repair services for shelving.



In this regard, the Board of Directors, at the time of approval, and based on the report issued by the Audit Committee, concluded that the operation was fair and reasonable from the perspective of Gestamp and, in particular, of the shareholders other than the related party.

It is estimated that the services from Dexion to Gestamp Tallent will involve a total amount of £314,000 annually, plus VAT. The amount for receiving these services from January 1, 2025 until March 31, 2025 is 12,243 euros.

*3.3.2. Receipt of supply and installation services of racking between Dexion and Gestamp Tallent.*

Apart from the previous transaction, on 8 May 2025, the Board of Directors, following a favourable report from the Audit Committee issued on the same date (attached to this communication as Annex III), approved the provision by Dexion to Gestamp Tallent, also at its plant in the West Midlands (United Kingdom), of supply and installation services for racking. in this case, for the storage of parts under a new project.

In this regard, the Board of Directors, at the time of its approval, and on the basis of the report issued by the Audit Committee, concluded that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, of the shareholders other than the related party.

It is a one-off provision of services from Dexion to Gestamp Tallent, the total amount of which is £277,910 plus VAT.

*3.3.3. Receipt of racking maintenance and repair services between Dexion Spol. s.r.o. Slovakia and Gestamp Nitra, s.r.o.*

On 27 February 2025, the Board of Directors, following a favourable report from the Audit Committee issued on 24 February 2025 (attached to this communication as Annex II), approved the provision by Dexion Spol. s.r.o ("**Dexion Spol**"), a company of the Gonvarri Subgroup, to Gestamp Nitra, s.r.o. ("**Gestamp Nitra**") of maintenance and repair services for the racking system installed at its plant.

In this regard, the Board of Directors, at the time of its approval, and on the basis of the report issued by the Audit Committee, concluded that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, of the shareholders other than the related party.

This is a one-off provision of services from Dexion Spol to Gestamp Nitra, whose total estimated amount is 3,500 euros plus VAT.

\* \* \*

**ANNEX I**  
**REPORT ISSUED BY THE AUDIT COMMITTEE PURSUANTS TO ARTICLE 529**  
***DUOVICIES. 3 LSC***<sup>2</sup>

---

<sup>2</sup> Certain information has been deleted since the Board of Directors of Gestamp considers that such information could harm corporate interest. However, in the opinion of the Board of Directors, the omission does not prevent the shareholders from assessing that the transaction is fair and reasonable.

**REPORT ISSUED BY THE AUDIT COMMITTEE IN CONNECTION WITH THE  
RELATED PARTY TRANSACTION SUBJECTS TO THE APPROVAL OF THE  
BOARD OF DIRECTORS OF GESTAMP AUTOMOCIÓN, S.A.**

**1. PURPOSE OF THIS REPORT.**

In accordance with the provisions of section 3 of Article 529 *duovicies* of *Royal Decree 1/2010, of July 2, which approves the revised text of the Spanish Companies Act* (hereinafter “**LSC**”), the approval by the general shareholders' meeting or by the board of directors of a related-party transaction must be subject to a prior report by the audit committee.

In addition, paragraph 2 of the same article of the LSC establishes that the Board of Directors has the power to approve related-party transactions, subject to a report from the audit committee, provided that the amount of the transaction is less than 10% of total assets.

In this regard, the Board of Directors Gestamp Automoción, S.A. (hereinafter, the “**Company**” or “**Gestamp**”) is expected to approve an operation between Gestamp and a party related to it at its next meeting on February 27<sup>th</sup>, 2025.

In accordance with the foregoing, the purpose of this report is to comply with the provisions of the aforementioned standard and, consequently, it is prepared by the Company's Audit Committee to report on the fundamental conditions and justify the reasonableness of the following related-party transaction submitted for approval by the Board of Directors of Gestamp.

**2. RELATED PARTY TRANSACTION CONSIDERATIONS.**

The main elements of the related party transaction submitted for the consideration of the Company's Board of Directors in relation a contract for the execution of works to adapt the corporate offices of Gestamp Servicios, S.A. (“**Gestamp Servicios**”) by Inmobiliaria Acek, S.L. (“**Inmobiliaria Acek**”), are detailed below:

- **Object of the transaction:** Execution of adaptation works, by Inmobiliaria Acek, of the new offices leased by Gestamp Servicios to Inmobiliaria Colonial SOCIMI, S.A., located in the Madnum building, Calle Méndez Álvaro, 53, Madrid.

The works consist of the conditioning of premises ■■■ and ■■■ on the ■■■ and ■■■ floors, which have a total area of ■■■ m2, and include the following items:

- Civil works: masonry, flooring, cladding, false ceilings, partitions and doors.
- Interior carpentry.

*This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.*

- Air conditioning, electricity and plumbing installations.
  - Telecommunications installations: audio-visual voice and data.
  - Technical management.
- **Price:** The total cost of the adaptation works is € 1,616,728.89, plus VAT.
- **Economic reasonableness of the operation:** Offers have been requested from four suppliers, being the offer from Inmobiliaria Acek the most competitive, not only in economic terms but also in technical terms, due to the fact that Inmobiliaria Acek is more familiar with the distribution and layout of the equipment in the current corporate offices, which facilitates the design and execution of the works to fit out the new offices.

### **3. CONCLUSION.**

In view of the aforementioned considerations, the Audit Committee concludes that this transaction is fair and reasonable from the point of view of the Company and, in particular, from the point of view of the shareholders other than the related party.

*Madrid, January 24<sup>th</sup>, 2025*

**ANNEX II**  
**REPORT ISSUED BY THE AUDIT COMMITTEE PURSUANTS TO ARTICLE 529**  
***DUOVICIES. 3 LSC***<sup>3</sup>

---

<sup>3</sup> Certain information has been deleted since the Board of Directors of Gestamp considers that such information could harm corporate interest. However, in the opinion of the Board of Directors, the omission does not prevent the shareholders from assessing that the transaction is fair and reasonable.

**REPORT ISSUED BY THE AUDIT COMMITTEE IN CONNECTION WITH RELATED PARTY TRANSACTIONS SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS OF GESTAMP AUTOMOCIÓN, S.A.**

**1. PURPOSE OF THIS REPORT.**

In accordance with the provisions of section 3 of Article 529 *duovicies* of *Royal Decree 1/2010, of July 2, which approves the revised text of the Spanish Companies Act* (hereinafter “**LSC**”), the approval by the general shareholders' meeting or by the board of directors of a related-party transaction must be subject to a prior report by the audit committee.

In addition, paragraph 2 of the same article of the LSC establishes that the Board of Directors has the power to approve related-party transactions, subject to a report from the audit committee, provided that the amount of the transaction is less than 10% of total assets.

In this regard, the Board of Directors Gestamp Automoción, S.A. (hereinafter, the “**Company**” or “**Gestamp**”) is expected to approve some operations between companies belonging to its group (“**Gestamp Group**”), and parties related to it at its next meeting on February 27<sup>th</sup>, 2025.

In accordance with the foregoing, the purpose of this report is to comply with the provisions of the aforementioned standard and, consequently, it is prepared by the Company's Audit Committee to report on the fundamental conditions and justify the reasonableness of the following related-party transactions submitted for approval by the Board of Directors of Gestamp.

**2. RELATED PARTY TRANSACTION CONSIDERATIONS.**

The main elements of the related party transactions submitted for the consideration of the Company's Audit Committee in relation to: (i) a parking space lease agreement between Gestamp Polska Sp. z o.o. (“**Gestamp Polska**”) (“**Lessee**”) and Gonvarri Polska Sp. z o.o. (“**Gonvarri**”) (“**Lessor**”), and (ii) revision and repair services by Dexion Spol. s.r.o. Slovakia, (“**Dexion**”) to Gestamp Nitra, s.r.o. (“**Gestamp Nitra**”).

**2.1 Parking space lease agreement between Gonvarri and Gestamp Polska.**

- **Object of the transaction:** by virtue of this lease agreement, Gonvarri leases to Gestamp Polska a parking space of [REDACTED] m<sup>2</sup>, located in Wrzesnia, Poland, Diazlowowców Street number 13. This parking area is located on an area adjacent to the plot on which the warehouse and annex pavilion are situated, also leased by Gonvarri to Gestamp Polska by means of a contract approved by the Board of Directors of Gestamp at its meeting of 25 July 2019, following a favourable report from the Audit Committee on the same date.

- **Duration:** the duration of the contract is until 2032.
- **Price:** the total rent agreed for the entire duration of the contract for the car park is PLN 7,739 per month (approximately €1,859) plus VAT, i.e. PLN [REDACTED]/m2 per month plus VAT.
- **Economic reasonableness of the operation:** this is a rent that is in the low range of the prices of plots located in the same locality. On the other hand, an offer was requested from another potential lessor (Furgaz 1 2 S.L.), with Gonvarri's offer being the most competitive not only for economic reasons, due to its duration, and also because of its location, attached to the plant.

## **2.2. Revision and repair services by Dexion to Gestamp Nitra.**

- **General description:** Gestamp Nitra requires the services of Dexion for the maintenance and repair of the racking system installed in its plant. Dexion is a company belonging to the Gonvarri Group, a group in which Acek Desarrollo y Gestión Industrial, S.L. holds an indirect stake of 65%.
- **Object of the transaction:** under this operation, Dexion carries out inspection and, where necessary, repair services for the shelf system installed at the Gestamp Nitra plant. This service is necessary to comply with Slovakian occupational health and safety legislation, which requires an authorised third party to check the racks and issue the corresponding safety certifications.
- **Duration:** 1 year tacitly extendable by the parties.
- **Price:** revision services are billed annually and cost €550, plus VAT. The price of repair services is calculated based on the cost of the material used plus the cost of labour (whose rate per worker is [REDACTED]/hour).

In application of these parameters, and under normal circumstances, it is estimated that the services provided by Dexion to Gestamp Nitra amount to an approximate amount of €3,500, plus VAT.

- **Economic reasonableness of the operation:** the service offered by Dexion is carried out within the scope of its ordinary business and under market conditions, Dexion being the technically best qualified supplier for the provision of the service insofar as it was the company that supplied and installed the racking system.

*This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.*

### **3. CONCLUSION.**

In view of the aforementioned considerations, the Audit Committee concludes that these transactions are fair and reasonable from the point of view of the Company and, in particular, from the point of view of the shareholders other than the related party.

*Madrid, February 24<sup>th</sup>, 2025*



**ANNEX III**  
**REPORT ISSUED BY THE AUDIT COMMITTEE PURSUANTS TO ARTICLE 529**  
***DUOVICIES. 3 LSC***

*This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.*

**REPORT ISSUED BY THE AUDIT COMMITTEE IN CONNECTION WITH  
RELATED PARTY TRANSACTION SUBJECTS TO THE APPROVAL OF THE  
BOARD OF DIRECTORS OF GESTAMP AUTOMOCIÓN, S.A.**

**1. PURPOSE OF THIS REPORT.**

In accordance with the provisions of section 3 of Article 529 *duovicies* of Royal Decree 1/2010, of July 2, which approves the revised text of the Spanish Companies Act (hereinafter “LSC”), the approval by the general shareholders' meeting or by the board of directors of a related-party transaction must be subject to a prior report by the audit committee.

In addition, paragraph 2 of the same article of the LSC establishes that the Board of Directors has the power to approve related-party transactions, subject to a report from the audit committee, provided that the amount of the transaction is less than 10% of total assets.

In this regard, the Board of Directors Gestamp Automoción, S.A. (hereinafter, the “**Company**” or “**Gestamp**”) is expected to approve some operations between Gestamp and a party related to it at its next meeting on May 8<sup>th</sup>, 2025.

In accordance with the foregoing, the purpose of this report is to comply with the provisions of the aforementioned standard and, consequently, it is prepared by the Company's Audit Committee to justify the approval, if applicable, of the following related-party transaction.

**2. RELATED PARTY TRANSACTION CONSIDERATIONS.**

The main elements of the related party transaction submitted to the consideration of the Company's Audit Committee are detailed below, relating to the provision of racking supply and installation services by Dexion Material Handling Ltd. (‘**Dexion**’) to Gestamp Tallent, Ltd. (West Midlands plant) (‘**Gestamp West Midlands**’).

- **Purpose:** for storage needs for Nissan's new EMA Project currently underway, Gestamp West Midlands needs additional racking for the storage of hot stamping parts at its plant.
- **Object of the transaction:** by virtue of this operation, Dexion supplies eleven racks (cantilever type) to Gestamp West Midlands for the storage of the parts of the Nissan EMA Project.
- **Price:** the price for the supply and installation of the racks subject to the transaction is £277,910, plus VAT.

*This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.*

- ***Economic reasonableness of the operation:*** offers have been requested from an alternative supplier (Whittan Industrial Ltd.), with Dexion's bid being the best for economic reasons.

## 2. **CONCLUSION.**

In view of the aforementioned considerations, the Audit Committee concludes that this transaction is fair and reasonable from the point of view of the Company and, in particular, from the point of view of the shareholders other than the related party.

*Madrid, May 8<sup>th</sup>, 2025*