NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES (INCLUDING ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA), CANADA, JAPAN, SOUTH AFRICA OR AUSTRALIA OR ANY OTHER JURISDICTION WHERE SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

In accordance with Article 227 of Law 6/2023, of 17 March, on Securities Markets and Investment Services, Digi Spain Telecom, S.A. ("**Digi Spain**" or the "**Company**"), hereby announces the following:

OTHER RELEVANT INFORMATION

Further to the other relevant information notice (*comunicación de otra información relevante*) published on July 15, 2026 (with registry number 41,910) and as described in with the tentative calendar set out in the section "*Management and Board of Directors—Framework Agreement with DIGI Romania, DIGI NV and RCS Management*" of the prospectus (the "**Prospectus**") relating to the initial public offering of ordinary shares of the Company (the "**Offering"**) and the admission to listing of such ordinary shares on Barcelona, Bilbao, Madrid and Valencia stock exchanges (the "**Spanish Stock Exchanges**") through the Automated Quotation System (*Mercado Continuo*) (the "**Admission**"), it is hereby announced that, provided that the Admission has occurred on the date hereof, the framework agreement executed between the Company, DIGI Romania S.A., DIGI Communications N.V. and RCS Management S.A. on June 19, 2026, for the purposes of complying with Recommendation no. 2 of the Code of Good Governance for Listed Companies has entered into force.

A copy of such framework agreement (in English) is attached hereto and is available on the corporate website of the Company.

Alcobendas, Madrid, July 16, 2026

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES (INCLUDING ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA), CANADA, JAPAN, SOUTH AFRICA OR AUSTRALIA OR ANY OTHER JURISDICTION WHERE SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

IMPORTANT INFORMATION

This announcement (the "**Announcement**") is not an offer to sell or a solicitation of any offer to buy or acquire any securities issued by DIGI Spain Telecom, S.A. (the "**Company**") in any jurisdiction where such offer or sale would be unlawful.

The information contained in this Announcement does not purport to be full or complete. No reliance may be placed for any purpose on the information contained in this Announcement.

Any securities referred to herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction in the United States of America and may not be offered or sold, directly or indirectly, in the United States of America absent registration or an exemption from, or in a transaction not subject to, the registration requirements under the Securities Act. There is no intention to register any securities referred to herein in the United States of America or to make an offering of the securities in the United States of America.

This Announcement is only being distributed to and is only directed at persons in member states of the European Union Economic Area ("**EEA**") who are "qualified investors" within the meaning of Article 2 (e) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (including any delegated regulations) (the "Prospectus Regulation) ("**Qualified Investors**").

In addition, in the United Kingdom ("**UK**"), this Announcement is only being distributed to, and is only directed at persons who are (a) "qualified investors" as defined under paragraph 15 of Schedule 1 of the Public Offers and Admissions to Trading Regulations 2024 ("**POATR**") and (b) either (i) persons who have professional experience in matters relating to investments so as to qualify as "investment professional" under Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"); or (ii) persons falling within Article 49(2)(a) to (d) of the Order; or (iii) to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000, as amended from time to time) in connection with the issue or sale of the securities described therein may otherwise lawfully be communicated or caused to be communicated (all such persons under (a) and (b) together being referred to as "relevant persons"). This announcement must not be acted on or relied on (i) in the UK, by persons who are not relevant persons; and (ii) in any member state of the EEA, by persons who are not Qualified Investors. Any investment or investment activity to which this announcement relates is available only to (i) in the UK, relevant persons, and (ii) in any member state of the EEA, Qualified Investors, and will be engaged in only with such persons.

The information contained herein does not constitute an offer of securities to the public in the UK

Framework Agreement

BY AND BETWEEN

RCS Management S.A.

DIGI Communications N.V.

DIGI Romania S.A.

AND

DIGI Spain Telecom, S.A. (Unipersonal)

Alcobendas (Madrid, Spain), June 19, 2026

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Alcobendas (Madrid, Spain), June 19, 2026

THE PARTIES

I. **RCS Management S.A.** ("**RCS Management**" or the "**Ultimate Controlling Shareholder**"), a joint stock company organized under the laws of Romania, registered with the Bucharest Trade Registry Office (*Registrul Comertului*) under number J199900674407, with its registered office at 71-75 Dr Staicovici Street, 5th district, Bucharest, Romania.

RCS Management is hereby duly represented by Mr Zoltán Teszári, of legal age and Romanian nationality, with Romanian identification document having Number [redacted] and business address at 71-75 Dr Staicovici Street, 5th district, Bucharest, Romania, acting in his capacity as Director.

II. **DIGI Communications N.V.** ("**DIGI Communications**" or the "**Parent**"), a public company (*naamloze vennootschap*) incorporated under the laws of The Netherlands (*Kamer van Kopophandel*), registered with the Dutch trade register under registration number 34132532, with its registered office at 75 Dr. Staicovici Street, 5th district, Bucharest, Romania.

DIGI Communications is hereby duly represented by Mr Serghei Bulgac, of legal age and Romanian nationality, with Romanian identification document having Number [redacted] and business address at 75 Dr Staicovici Street, 5th district, Bucharest, Romania, acting in his capacity as Chief Executive Officer.

III. **DIGI Romania S.A.** ("**DIGI Romania**" or the "**Controlling Shareholder**"), a joint stock company organized under the laws of Romania, registered with the Bucharest Trade Registry Office (*Registrul Comertului*) under number J1994012278401, with its registered office at 75 Dr. Staicovici Street, 5th district, Bucharest, Romania.

DIGI Romania is hereby duly represented by Mr Serghei Bulgac, of legal age and Romanian nationality, with Romanian identification document having Number [redacted] and business address at 75 Dr Staicovici Street, 5th district, Bucharest, Romania, acting in his capacity as Chief Executive Officer; and

IV. **DIGI Spain Telecom, S.A. Unipersonal** ("**DIGI Spain**" or the "**Company**"), a public limited company organized under the laws of Spain, registered with the Commercial Registry of Madrid, under volume 23,521, sheet 103, page M-421,936, with its registered office at Francisco Delgado 11, 28108 Alcobendas, Madrid, Spain, and holding Spanish tax identification number (NIF) A-84919760.

DIGI Spain is hereby duly represented by Mr Marius Vărzaru, of legal age and Romanian nationality, with Romanian identification document Number [redacted] and business address at Francisco Delgado 11, 28108 Alcobendas, Madrid, Spain, acting in his capacity as Chief Executive Officer

Hereinafter, the parties to this agreement shall collectively be referred to as the "**Parties**" and each individually as a "**Party**".

The Parties enter into this framework agreement (the "**Agreement**") with the following

RECITALS

I. Whereas DIGI Communications is a company whose shares are admitted to trading on the regulated market of the Bucharest Stock Exchange. DIGI Communications is the parent company of a group of companies (within the meaning of article 42 of the Spanish Commercial Code) who provides fixed and mobile telecommunication services in Romania and Spain, with a presence also in Italy, Portugal, Belgium and the United Kingdom.

II. Whereas DIGI Spain, a direct wholly-owned subsidiary of DIGI Romania, is the parent company of the sub-group of companies that carry on DIGI Communications group's business in Spain. The corporate purpose of DIGI Spain comprises:

a) the implementation, development, operation, production and marketing of telecommunications or telematic activities, products and services, information society and multimedia or value-added services, for which it is authorised in accordance with the provisions of Law 11/2022 of 28 June, the General Telecommunications Law, or any other applicable regulations, and in particular the provision of publicly available electronic communications services, as well as the production and operation of audiovisual content. The marketing, promotion, distribution, consulting, training, import and export, collection and billing management, operation, technical assistance, maintenance, transfer, research and development, implementation of telecommunications systems and equipment, computer, telephone, telematic and office automation systems and equipment, as well as their products and services and all activities necessary to make a comprehensive and complete range of these available to third parties, in accordance with the applicable regulations on telecommunications;

b) the planning, design, construction, deployment, installation, operation, acquisition, disposal, interconnection, management, optimization, repair, support, and maintenance, either on its own behalf or on behalf of third parties, of all types of electronic communications networks, including, without limitation, fixed and mobile networks, as well as all types of related, associated, or supporting equipment, systems, and infrastructures, including the properties in which any of the foregoing are located.

c) the management and administration of securities representing the equity of entities resident or non-resident in Spanish territory and the placement of financial resources derived from the activities constituting said corporate purpose, through the corresponding organisation of material and human resources. Exceptions are activities expressly reserved by law for collective investment institutions, as well as those reserved by Law

6/2023, of 17 March, on Securities Markets and Investment Services, for investment services companies; and

d) the provision of advisory and support services to investee entities.

III. The relevant corporate bodies of the Parties have adopted the appropriate corporate resolutions for an initial public offering of ordinary shares of DIGI Spain Telecom and the subsequent application for admission to trading of all of DIGI Spain's ordinary shares on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges through the Automated Quotation System or "*Mercado Continuo*".

IV. Whereas since following the admission to trading of the shares of DIGI Spain, DIGI Romania, DIGI Communications and RCS Management will continue to be the direct and ultimate controlling shareholders of DIGI Spain, the Parties wish to lay down certain contractual provisions applicable to: (i) DIGI Spain's and DIGI Communications's respective scope of businesses and exclusive geography, including rules on the management of conflicts of interest, dispute resolution procedures, and the rules applicable to any business opportunities between the Parties and their respective sub-groups; (ii) the approval and conduct of related party transactions; and (iii) the conditions under which DIGI Spain must continue to provide the other Parties with such information as is necessary for them to satisfy the legitimate purposes contemplated herein, all of the foregoing for the sake of the protection of the interests of DIGI Spain's minority shareholders.

V. In view of the foregoing, the Parties wish to establish a transparent framework of pre-existing and future relationships between them and their respective subsidiaries in which, consistently with best corporate governance practices and, in particular, Recommendation 2 of the Code of Good Corporate Governance for listed companies (the "**Good Corporate Governance Code**") as revised by the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*, "**CNMV**") in June 2020, to publicly and clearly disclose the respective scope of business and exclusive geography of the parent company and the subsidiary and their respective groups or subgroups, to establish a protocol for the approval of their business relationships and to define a framework of rules suitable to prevent and, where not possible, resolve, potential conflicts.

Accordingly, the Parties hereby enter into this Agreement which shall be subject to the following

CLAUSES

1. SUBJECTIVE AND OBJECTIVE SCOPE

1.1 SUBJECTIVE SCOPE

This Agreement applies to the Parties and to any other DIGI Group and DIGI Spain Group companies other than the Parties, as well as to any person controlling RCS Management (for the time being, Mr.

Zoltán Teszári) and any other entity under common control with RCS Management. Therefore, the Parties shall ensure, to the extent possible, that such persons or entities, even if they are not a party to this Agreement, are aware of, comply with and implement the principles, undertakings and provisions set out in this Agreement.

For the purposes of this Agreement, the following terms shall have the meaning set out below:

(A) "**DIGI Group**" means the group of companies formed by DIGI Communications, as parent company, and its subsidiaries within the meaning of article 2:24a of the Dutch Civil Code, excluding, unless expressly stated otherwise, the companies forming part of the DIGI Spain Group.

(B) "**DIGI Spain Group**" means the group of companies formed by DIGI Spain, as parent company, and its subsidiaries within the meaning of article 42 of the Spanish Commercial Code.

(C) "**Groups**" means, indistinctly, the DIGI Group and the DIGI Spain Group.

1.2 OBJECTIVE SCOPE

The purpose of this Agreement is to set out the rules applicable to the relations between DIGI Spain and DIGI Communications (and their respective Groups), in particular, in accordance with Recommendation 2 of the Good Corporate Governance Code, in the following matters (without limitation):

(A) the definition of the respective scopes of business and exclusive geography of DIGI Spain Group and DIGI Group, including the management of conflicts of interest, mechanisms for the resolution of potential conflicts and the regulation of business opportunities;

(B) the approval procedure for and the consideration of related party transactions between DIGI Spain and any of the Parties, either directly or via any other entities of their respective Groups, and which will be implemented in separate agreements between the Parties or the relevant companies of their respective groups; and

(C) the regulation of information flows between DIGI Spain and the other Parties in order to (i) comply with their management requirements and legal obligations and those of their respective regulators, (ii) effectively design the policies and coordinate the general strategies of the DIGI Group (including the DIGI Spain Group) and (iii) such other purposes as are in the common interest and benefit of the Parties.

2. EFFECTIVE DATE AND TERM

2.1 EFFECTIVE DATE

This Agreement is subject to the condition precedent of the admission to trading of the shares of DIGI Spain on the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges through the AQS.

Unless expressly extended by the Parties, if the condition precedent indicated in the preceding paragraph is not met by 31 December 2027, this Agreement shall be automatically terminated.

2.2 TERM

This Agreement shall be effective for so long as (i) DIGI Spain remains a company listed on the Spanish Stock Exchanges, and (ii) any of the Parties remain the direct, indirect or ultimate controlling shareholder of DIGI Spain within the meaning of Article 42 of the Spanish Commerce Code. Should any of the Parties individually cease to exercise direct or indirect control (as applicable) over DIGI Spain while the other Parties continue to exercise such control, such Party will cease to be a party to the Agreement and the Agreement will remain in force among the remaining Parties.

The termination of this Agreement shall not cause the termination of any other agreements entered into by the Parties, or by the companies of their respective Groups, which shall terminate or continue in force (as the case may be) on their own terms.

3. DIGI SPAIN'S SCOPE OF BUSINESS AND EXCLUSIVE GEOGRAPHY

3.1 DIGI SPAIN'S SCOPE OF BUSINESS AND EXCLUSIVE GEOGRAPHY

3.1.1 DIGI Spain's Scope of Business

DIGI Spain Group's scope of business shall comprise the business operations consisting of (i) pay TV (through cable TV, IPTV and OTT); (ii) fixed broadband telecommunications; (iii) fixed-line telephony; and (iv) mobile telecommunication services (jointly defined as the "**Business**").

3.1.2 DIGI Spain's exclusive geography

Subject to the terms of this Agreement, and unless otherwise provided herein, DIGI Spain Group will have the exclusivity to develop the Business in Spain (the "**DIGI Spain's Exclusive Geography**").

DIGI Spain Group will not carry on the Business in any other geography or jurisdiction other than Spain, except with the express prior consent of DIGI Communications.

3.1.3 Exceptions to DIGI Spain's exclusivity with respect to the Business in DIGI Spain's Exclusive Geography

Without prejudice to the general principle set out in clause 3.1.2 the DIGI Group may continue to perform the following activities:

(i) Acquiring, managing and disposing of purely financial (i.e. non-controlling) interests in companies carrying all or part of their business in DIGI Spain's Exclusive Geography.

(ii) Acquiring a controlling interest in companies that carry on all or part of their business in DIGI Spain's Exclusive Geography, subject to the provisions of clause 3.2.

3.2 ACQUISITION OF CONTROLLING INTERESTS IN COMPANIES OPERATING THE BUSINESS IN DIGI SPAIN'S EXCLUSIVE GEOGRAPHY

3.2.1 DIGI Group's duty to offer the M&A opportunity to DIGI Spain

Notwithstanding the general principle set out in clause 3.1.2., DIGI Group may in the future acquire, directly or indirectly, a controlling interest in companies that carry on all or a part of their business in DIGI

Spain's Exclusive Geography, or of businesses operating within DIGI Spain's Exclusive Geography, provided that in any of these cases such opportunities have been previously declined by DIGI Spain either expressly or tacitly, including by not providing an answer within 30 days of any DIGI Group company's written request, or that, within twelve months of their acquisition, the procedure described below is followed:

a) Taking into account any potential legal, tax and other implications, and provided the interests of any minority shareholders in those companies or business are protected, the relevant DIGI Group Company shall offer DIGI Spain the opportunity of acquiring, directly or indirectly and on market terms, any entities, businesses or economic units performing activities in DIGI Spain's Exclusive Geography of the target company, group of companies or businesses acquired by such DIGI Group Company; and

b) The decision to proceed with the acquisition under letter a) above is approved in accordance with the provisions set forth under clause 4.2 below.

If the board of directors of Digi Spain has previously declined the opportunity or decides not to proceed with the acquisition in accordance with the procedure described above, the relevant Digi Group Company may maintain, operate and develop the business of the acquired company(ies) or business(es) without limitation, including any Business activities within the Digi Spain's Exclusive Geography, and may dispose of it, in whole or in part, to third parties at its sole discretion.

4. GENERAL FRAMEWORK APPLICABLE TO RELATED PARTY TRANSACTIONS

4.1 CONDUCT OF RELATED PARTY TRANSACTIONS; GENERAL PRINCIPLES

The Parties may, directly, or indirectly through their respective group companies, enter into related-party transactions ("**Related Party Transactions**") on market terms (including either market price or cost plus a reasonable arms-length mark-up) and on a non-exclusive basis, as they may agree from time to time in each case for the optimal development of their respective businesses.

As a general rule, and unless special or urgent circumstances justify otherwise, Related Party Transactions shall be documented in writing in one or more agreements that include a description of such transactions and the terms and conditions applicable thereto, which shall conform to the following general principles:

(A) Any Related Party Transactions are to be carried out with the diligence required of a prudent businessperson in the relevant industry and with the appropriate resources,

(B) considering the relevance and materiality of the transaction and the complexity of verifying whether it is reasonably conducted on market terms (including computed either at market price or cost plus a reasonable arms-length mark-up), at the request of the Audit Committee of Digi Spain, Digi Spain shall commission an independent expert report for that purpose; and

(C) any reserved information to which the Parties may have access as a result of the Related Party Transactions must be kept confidential in accordance with the terms set forth in clause 6.

4.2 AUTHORIZATION OF RELATED PARTY TRANSACTIONS

4.2.1 DIGI Spain's authorization

The approval by DIGI Spain of Related Party Transactions shall be carried out in accordance with applicable law and in compliance with the corporate governance rules of Digi Spain Group in force from time to time, including its bylaws, internal regulations and any other internal corporate policies, as well as the consolidated text of the Spanish Companies Act, approved by Royal Legislative Decree 1/2010 of 2 July (the "**Spanish Companies Act**"), subject to the following clarifications:

(A) The authority to approve Related Party Transactions shall generally rest with the board of directors of DIGI Spain, following a report from its audit committee. In accordance with subsection 2 of Article 231 *bis* and Article 529 *duovicies* of the Spanish Companies Act, the proprietary directors nominated by DIGI Group on the board of DIGI Spain, or directors otherwise affiliated with DIGI Group, shall not be required to recuse themselves from participating in the approval of such resolution (subject to the reversing of the burden of proof in the event of a challenge if their vote was decisive for the approval of such Related Party Transaction). In any event, nothing prevents the proprietary directors nominated by DIGI Group in DIGI Spain's board of directors or directors otherwise affiliated with DIGI Group from recusing themselves, at their discretion, from voting in these instances, such that the decision is taken by the rest of the directors.

(B) Notwithstanding the provisions of 4.2.1(A) above, the board of directors of DIGI Spain may delegate the approval of the following Related Party Transactions:

(a) intra-group transactions carried out between the DIGI Group and DIGI Spain Group in the ordinary course of business and on market terms (including computed as cost plus a reasonable arms-length mark-up), including any of the services referred to in Schedule 4.4.

(b) Related Party Transactions entered into under contracts whose terms are standardized and applied on a mass basis to a large number of clients, conducted at prices or rates generally set by the party acting as the supplier of the relevant product or service, and whose amount does not exceed 0.5% of DIGI Spain's net turnover (*importe neto de la cifra de negocios*) according to its latest consolidated annual accounts approved by its general meeting.

The approval of Related Party Transactions referred to in this subsection 4.2.1(B) shall not require a prior report from the audit committee of DIGI Spain; provided, however, that the board of directors of DIGI Spain shall establish an internal procedure for periodic reporting and control with respect to such transactions, in which the audit committee shall participate, to verify the fairness and transparency of such transactions and, where applicable, compliance with the criteria applicable to the exceptions described above.

(C) The authority to approve Related Party Transactions whose value is equal to or greater than 10% of the total assets of the DIGI Spain Group, based on its latest consolidated annual accounts approved by its general meeting of shareholders, shall rest with the general meeting of shareholders of DIGI Spain, following a report from its audit committee. For these purposes, the amounts of Related Party Transactions entered into in the previous 12 months between the same parties shall be aggregated to determine the total cumulative value. In accordance with applicable law, DIGI Romania shall have the right to vote at the general shareholders meeting on such resolution, except in cases where the proposed resolution has been submitted to the approval of the general shareholders meeting by the board of DIGI Spain and the majority of its independent directors voted against it. Nevertheless, if DIGI Romania decides to cast its vote at the general shareholders meeting and its vote proves decisive for the approval of the resolution, DIGI Spain and DIGI Romania shall bear the burden of demonstrating, in the event of a challenge, that the resolution is in accordance with the corporate interest, pursuant to Article 190.3 of the Spanish Companies Act.

(D) The prior report of the Audit Committee of DIGI Spain referred to in subsections (A)and (C) above shall include an assessment of whether the Related Party Transaction under review is fair and reasonable from the perspective of DIGI Spain and, where applicable, the shareholders of DIGI Spain other than DIGI Romania, and shall describe the assumptions underlying the assessment and the methods used. The proprietary directors of DIGI Romania shall not participate in the preparation of such report.

4.2.2 DIGI Group's authorization

DIGI Group's approval of any Related Party Transactions shall be made in accordance with applicable regulations and subject to any binding corporate governance regulations applicable to the DIGI Group in force from time to time.

4.3 TRANSPARENCY OF RELATED PARTY TRANSACTIONS

The Parties shall disclose to the market, no later than at the time of their execution and in accordance with applicable law, any Related Party Transactions that equal or exceed: (i) 5% of total assets or (ii) 2.5% of annual net turnover, both calculated based on the latest consolidated annual accounts of DIGI Spain approved by its general meeting. For these purposes, the amounts of Related Party Transactions entered into in the previous 12 months between the same Parties shall be aggregated to determine the total cumulative value.

Such disclosure shall be accompanied by the report of the audit committee of DIGI Spain referred to above and shall include the following information: (i) details of the nature of the transaction and the relationship with the related party; (ii) the identity of the related party; (iii) the date and the consideration of the transaction; and (iv) any other information necessary to assess whether the transaction is fair and reasonable from the perspective of DIGI Spain and its shareholders who are not related parties.

The above shall be without prejudice to the rules on public disclosure of inside information under market abuse regulations, as well as to any other reporting obligations applicable to the Parties.

4.4 EXISTING RELATED PARTY TRANSACTIONS

Attached as **Schedule 4.4** is a list of the principal services that DIGI Group companies have been providing to the DIGI Spain Group, and that DIGI Spain Group companies have been providing to the

DIGI Group. Such Related Party Transactions are documented in writing, and the parties are aware of the terms, conditions and scope of each of the relevant agreements, which are on market terms.

For the avoidance of doubt, the Related Rarty Transactions described in Schedule 4.4 do not constitute an exhaustive list of the Related Party Transactions that the Parties may enter into from time to time in the future.

5. INFORMATION FLOWS

5.1 TRANSFER OF INFORMATION FROM DIGI SPAIN TO DIGI GROUP AND RCS MANAGEMENT

DIGI Spain shall provide DIGI Romania, DIGI Communications and, where applicable, RCS Management, on an ongoing and confidential basis, with access to any information relating to DIGI Spain Group's business, financials, operations, plans, internal policies, organizational structures, audit work, reports (including, among others, operating and commercial activity reports) and prospects, as DIGI Romania and DIGI Communications may reasonably require in order to comply with its legal, regulatory and contractual obligations, as well as for other purposes beneficial to, or which may concern and/or be in the mutual interest of, RCS Management, DIGI Romania, DIGI Communications and DIGI Spain, including, among others:

(i) preparing annual and interim financial statements, on both a standalone and consolidated basis;

(ii) complying with reporting and related disclosure obligations under applicable securities laws and regulations; including drafting corporate governance reports, non-financial information statements, sustainability reports and related disclosures;

(iii) designing and enforcing general corporate, operational and financial policies and strategies;

(iv) identifying, analyzing and implementing business opportunities involving the DIGI Group as a whole and/or DIGI Spain and other members of the DIGI Group;

(v) executing common procurement policies;

(vi) supporting DIGI Group's strategic, financial and business planning;

(vii) handling taxes under any applicable fiscal consolidation rules and completing all required tax returns;

(viii) obtaining, maintaining and updating credit ratings, and providing all necessary information and disclosure to institutional investors and research analysts;

(ix) incurring new financial obligations or refinancing any existing financial liabilities;

(x) ensuring and monitoring compliance with all obligations and covenants arising under financing arrangements or securities offerings and generally protecting the interests of any DIGI Group Company as a provider of financing, guarantees or any other form of financial support to DIGI Spain;

(xi) monitoring compliance with DIGI Group's corporate policies and standards;

(xii) preparing operating and commercial activity reports, key performance indicators and management information;

(xiii) monitoring and addressing any situation creating risk, including technical, customer data protection and reputational risk, for any DIGI Group Company in relation to the business and operations of DIGI Spain; and

(xiv) ensuring compliance with all applicable requirements, directives or orders issued by competent administrative, regulatory or judicial authorities.

5.2 TREATMENT OF INFORMATION PROVIDED BY DIGI SPAIN

The Parties agree to use any information received under the previous clause exclusively for the purposes for which it is collected, and to implement appropriate measures to protect the confidentiality of any proprietary information and the confidentiality obligations set out in clause 6 shall apply.

The Parties agree to implement and maintain such measures as are necessary to ensure the technical feasibility of any required information flows, developing the necessary technological solutions and platforms for this purpose where necessary.

5.3 PRIOR CONSULTATION AND MUTUAL ALIGNMENT

To the extent legally permissible and feasible, the Parties shall consult each other and seek to align positions with respect to:

(A) certain types of public communications (including, forward-looking statements, public statements issued in response to market rumors, position regarding legal or regulatory proposals, business opportunities and operations, communications or meetings with public authorities, or the disclosure of key financial figures) made by either Party in relation to, or with reference to, among others, matters concerning the business of the other Party, DIGI Group (including DIGI Spain Group) or their operational or financial metrics;

(B) the implementation of appropriate policies and measures (including audits, assessments, and training sessions) to ensure compliance with applicable laws and regulations, including any procedures relating to transactions requiring notices to, or approval by, public authorities, professional organizations and/or stock exchange operators; and

(C) the adoption and implementation of policies and best market practices to ensure compliance with legal obligations including those relating to anti-corruption, anti-bribery, export controls, the prevention of money laundering and terrorist financing, and any other applicable sanctions regulations, as well as with DIGI Group and DIGI Spain Group’s policies.

6. CONFIDENTIALITY

This Agreement shall be notified to the CNMV and published on the corporate website of both Groups.

Any information that each Party or the companies of their respective Groups may receive from the other as part of this Agreement and in execution of any Related Party Transactions marked as confidential (the

"**Confidential Information**") may not be used for purposes other than those set forth in this Agreement, unless otherwise agreed between the Parties. Any information that becomes publicly available for reasons other than a breach by the Parties of their confidentiality obligations under this clause shall cease to be Confidential Information.

The Parties agree to keep the Confidential Information in the strictest confidence and not to disclose any Confidential Information to any third party without the other Party's prior approval, except to the extent that either Party needs to disclose all or part of the information obtained from the other to one or more external advisors to obtain basic advice on the execution of any Related Party Transactions or, generally, the determination of a Party's position or any initial procedure for the exercise of such Party's rights hereunder. In these circumstances, the Party disclosing the information to any external advisers not bound to secrecy by their professional status shall procure that such external advisors enter into non-disclosure agreements substantially similar to the confidentiality provisions set out in this clause. The Parties may also disclose the Confidential Information to any companies of their respective Groups and their minority shareholders, directors and employees, provided there is an objective need to do so and provided also such Groups, minority shareholders, directors and employees are bound by confidentiality duties substantially identical to those contemplated in this Agreement. The Parties confirm that they will also comply with all applicable legal and regulatory provisions and stock exchange regulations where Confidential Information also is or may be inside information.

The foregoing is without prejudice to any exceptions to the duty of confidentiality that may arise where the disclosure of Confidential Information is required by any applicable law, governmental or regulatory authority and, in particular, in matters of transparency, in connection with this Agreement.

The confidentiality duties under this clause shall apply for as long as this Agreement remains in force and for a period of two years thereafter.

7. NOTICES

Any notices and communications between the Parties related to this Agreement shall be in English and sent in writing or electronically to the following addresses (or such other address as one Party may notify the other in accordance with this clause):

DIGI Spain

For the attention of Mr Marius Vărzaru

Francisco Delgado 11, 28108 Alcobendas, Madrid, Spain

E-mail: [redacted]

DIGI Romania

For the attention of Mr Serghei Bulgac

75 Dr. Staicovici Street, 5th district, Bucharest, Romania

E-mail: [redacted]

DIGI Communications

For the attention of Mr Serghei Bulgac

75 Dr. Staicovici Street, 5th district, Bucharest, Romania

E-mail: [redacted]

RCS Management

For the attention of Mihaela Toroman

71-75 Dr. Staicovici Street, 5th district, Bucharest, Romania

E-mail: [redacted]

Notices shall be deemed to have been received only if sent to the addresses and in the manner indicated above. Notices sent to any Party's new address shall only be effective if the Party to whom they are addressed has previously notified the other Party of a change of address by giving notice in accordance with this clause.

8. MISCELLANEOUS

8.1 Costs

The Parties agree and acknowledge that each Party shall bear its own costs, including any costs for legal advice, necessary for the execution and performance of the provisions of this Agreement.

8.2 Assignment

This Agreement and the rights and obligations hereunder may not be assigned, delegated, subcontracted or otherwise transferred, in whole or in part, by either Party without the prior written consent of the other Party. Any assignment in contravention of this clause shall be null and void.

8.3 Severability

If one or more provisions in this Agreement is or becomes invalid or unenforceable in whole or in part, or in the event that any provision of this Agreement is or becomes ambiguous, the validity of the remaining provisions of this Agreement shall not be impaired thereby.

In such a case, the Parties shall agree on a valid and enforceable provision or on a provision that eliminates the ambiguity and is consistent with the purpose and economic balance of the Agreement.

8.4 Amendments

Any amendment to this Agreement shall be made in writing and subject to approval by the competent corporate bodies of each of the Parties. In particular, the amendment of this Agreement shall require the approval of DIGI Spain's board of directors, following a report from its audit committee, with DIGI Group's proprietary directors recusing themselves from voting.

8.5 NO WAIVER

The failure of a Party to exercise any right under this Agreement shall not be construed as a waiver of such right by that Party.

9. APPLICABLE LAW AND JURISDICTION

This Agreement shall be subject to the common laws of Spain.

10. DISPUTE RESOLUTION AND JURISDICTION

10.1 AMICABLE SETTLEMENT

In the event of any dispute, claim or conflict arising from this Agreement, including any matters related to the existence, validity, interpretation, performance, execution, termination, annulment or enforceability thereof: (i) the chairpersons of RCS Management, DIGI Communications and DIGI Romania, respectively; and (ii) any executive director of DIGI Spain, shall open bona fide negotiations in which they shall attempt to settle any differences between them amicably. If after two months from the commencement of such period no agreement has been reached, either Party may refer the dispute to the courts in accordance with the provisions of this clause.

10.2 JURISDICTION

The Parties hereby waive their right to any other jurisdiction they might be entitled and irrevocably submit to the exclusive jurisdiction of the courts of the city of Madrid, Spain for the resolution of any disputes, claims or conflicts arising out of or related to this Agreement, including any matters related to the existence, validity, interpretation, execution, termination, annulment or enforceability thereof that cannot be resolved after the amicable resolution period provided in the preceding paragraph.

IN WITNESS WHEREOF, the Parties execute this Agreement in four identical counterparts at the place and on the date indicated above.

DIGI Spain Telecom, S.A. Unipersonal	**DIGI Romania S.A.**
By:	By:
________________________________	________________________________
Marius Vărzaru	Serghei Bulgac
DIGI Communications N.V.	**RCS Management S.A.**
By:	By:
________________________________	________________________________
Serghei Bulgac	Zoltán Teszári

Schedule 4.4

A. Existing Related Party Transactions

Services provided by DIGI Group to DIGI Spain
a. Interconnection for voice and SMS;
b. Transit of voice and SMS;
c. Operation and maintenance services;
d. Top-up Services;
e. International Roaming;
f. Special roaming services (use of the second number);
g. IP Transit and Peering;
h. Acquisition of telecom equipment (typically backbone);
i. Devices and SIM card purchase;
j. Call-center services;
k. Mediatel call-center services;
l. Software licences and development;
m. Outsourcing of certain deployment activities;
n. Distribution of DIGI Romania´s TV Channels;
o. Reciprocal loan agreement;
p. Guarantee agreement; and
q. Cybersecurity Services Agreement;
r. Reciprocal Framework Equipment Supply Agreement;
s. Trademark license and Consent Agreement; and
t. Other day-to-day services provided by the DIGI Group for DIGI Spain Group's operations

Services provided by DIGI Spain to DIGI Group
a. Interconnection for voice and SMS;
b. Transit of voice and SMS;
c. International Roaming;
d. Services provided under the Reciprocal Framework Equipment Supply Agreement

Services provided by DIGI Spain to DIGI Group
e. Software licences and development for Digi Portugal, Lda.;
f. Reciprocal loan agreement;
g. Services provided by the DIGI Spain Group to Digi Portugal, Lda. for its operations (e.g., management for commercial areas, financial and administrative areas in Portugal, billing and revenue assurance in Portugal); and
h. Other day to day services provided by the DIGI Spain Group to DIGI Group's operations

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