



NATIONAL SECURITIES MARKET COMMISSION

Pursuant to Article 227 of Law 6/2023 of 17 March on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*), Banco de Sabadell, S.A. ("**Banco Sabadell**" or the "**Company**") informs the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) of the following

OTHER RELEVANT INFORMATION

Following the Other Relevant Information dated 3 July 2025 (official registry number 35656) Banco Sabadell hereby submits the notice of the meeting as well as the resolution for approval at the Extraordinary General Meeting of Shareholders to be held at 10:00 hours on 6 August 2025, at the Fira de Sabadell, at calle Tres Creus, number 202, with access through plaza de la Sardana in the city of Sabadell, and on second call as it is expected that it may not be held on first call at the same time and place on 5 August 2025.

Gonzalo Baretino Coloma
Secretary General

Sabadell, 4 July 2025



EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS

6 August 2025. 10:00

Announcement

The English version is a translation of the original in Spanish and is provided for information purposes only. In case of discrepancy, the original version in Spanish shall prevail.

BANCO DE SABADELL, SOCIEDAD ANÓNIMA

ANNOUNCEMENT OF THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS

The Board of Directors of Banco de Sabadell, Sociedad Anónima, hereby gives notice of the Extraordinary General Meeting of Shareholders to be held at 10:00 on 6 August 2025, at Fira de Sabadell, at Calle Tres Creus no. 202, entrance via Plaza de la Sardana, in the city of Sabadell, at second call, since it will foreseeably not be quorate at the first call, which is also hereby scheduled at the same location at 10.00 on 5 August 2025.

The Board of Directors has resolved to enable remote proxy appointment and voting prior to the General Meeting, as well as the systems and procedures necessary for shareholders and their proxies to attend the General Meeting by remote means, in accordance with the provisions of the Articles of Association and the Regulations of the General Meeting of Shareholders.

The General Meeting will be held under the following:

AGENDA

1. Authorisation of the disposal of the entire share capital of the subsidiary of Banco Sabadell TSB Banking Group plc and other equity instruments and securities issued by this company.

Right to attend

Shareholders who are the holders of at least one thousand (1,000) shares registered in their name in the central registry of uncertified securities of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (IBERCLEAR) five days prior to the date on which the General Meeting is scheduled are entitled to attend the said meeting. Pursuant to Article 38 of the Articles of Association, shareholders who do not reach this minimum may group together to form such a minimum and delegate any of them or any other person, even if not a shareholder, who, in accordance with the provisions of the aforementioned article of the Articles of Association, may attend the meeting.

Proxy and remote voting prior to the General Meeting

Shareholders may appoint a proxy or vote by remote communication means prior to this General Meeting as set out as follows.

Delivery by hand or post

Shareholders may appoint a proxy or cast their vote remotely by completing and signing a proxy card or, as the case may be, a remote voting card delivering the completed card to

any Banco Sabadell Group branch, at the entrance to the General Meeting itself or by post to the following address: Junta General de Accionistas, Apartado FD nº 18, 08202 Sabadell.

Proxy cards that do not state the name of the appointed proxy are deemed to be granted to the Chairman of the General Meeting or, if the Chairman has a potential conflict of interest, to the Secretary of the General Meeting. The appointment of a proxy who has not received express and specific instructions as to how to vote and who has a potential conflict of interest, is deemed to be passed to the Chairman of the General Meeting or, if the Chairman has a potential conflict of interest, to the Secretary of the General Meeting.

In the event that no express instructions are given in another direction by stipulating them specifically through marking a cross in the corresponding box of the item on the Agenda, it will be understood that the specific instructions have been received to vote in favour of the motion proposed by the Board of Directors. Where any item not on the Agenda is put to a vote, a proxy will vote on such new motions at their discretion, except when the shareholder has instructed the proxy by expressly marking the relevant box. Likewise, it will be understood that a conflict of interest exists for Directors affected by any proposals not on the Agenda relating to the separation from their position or the implementation of corporate liability action. The same shall apply in the event that all the directors are found to be conflicted in connection with the item on the agenda.

In the case of items not on the Agenda, proxy cards that do not state the name of the proxy or that appoint Directors and that do not contain express instructions will be deemed to be granted to the Secretary of the General Meeting, who will vote as he or she deems appropriate.

Electronic means

Shareholders may exercise these rights through electronic communication channels by following the instructions for proxy appointment and remote voting prior to the General Shareholders' Meeting available in the "Shareholders' General Meeting" section of the corporate website (www.grupobancosabadell.com).

Shareholders who are users of the Banco Sabadell Group's distance banking service (BS Online and BS Mobile) may delegate or, as the case may be, vote remotely via that service, exclusively through Internet, by using their personal identity code.

Shareholders who are not users of the distance banking service who wish to appoint a proxy or, as the case may be, vote remotely by electronic means, may do so through the corporate website (www.grupobancosabadell.com). They must confirm their identity by means of a current electronic National Identity Document (DNle in its Spanish initials) or a recognised electronic certificate, that has not been recorded as having been cancelled, issued by the Spanish Entidad Pública de Certificación Española (CERES in its Spanish initials), an agency of the Spanish Fábrica Nacional de la Moneda y Timbre, and create an account on the Participation Platform in the 2025 Extraordinary General Meeting of

Shareholders. Once the account has been created, the user may access the Participation Platform using their username (e-mail address) and chosen password.

A proxy appointment or voting cast remotely by electronic means may be cancelled by express revocation by the shareholder by the same means.

Shareholders who so wish may grant proxy by electronic means to the Chairman of the General Meeting of Shareholders or another member of the Board of Directors, with express voting instructions.

Where any item not on the Agenda is put to a vote, a proxy will vote on such new motions at their discretion, except when the shareholder has instructed the proxy by expressly marking the relevant box.

In-person attendance at the General Meeting

Shareholders or proxies wishing to attend this General Meeting in person must use the attendance card or, as the case may be, the proxy voting card provided by the Secretary of the Board of Directors, duly completed and signed, which shall state the number of votes to which they are entitled at a rate of one for every one thousand (1,000) shares.

Additional information about the venue for the Extraordinary General Meeting of Shareholders may be found on the corporate website (www.grupobancosabadell.com) in the section entitled "Shareholders' General Meeting".

Online attendance at the General Meeting

The following are the identification requirements, time and form for electronic attendance at the General Meeting, the instructions for which, approved by the Board of Directors, are available in the "Shareholders' General Meeting" section of the corporate website (www.grupobancosabadell.com).

Pre-registering to attend the General Meeting online

In order to ensure the proper management of the online attendance systems, shareholders who are entitled to attend or their proxies (if any) who wish to remotely attend the General Meeting must register in advance through the Participation Platform in the 2025 Extraordinary General Meeting of Shareholders between 08:00 (CEST) on 15 July 2025 and 17:30 (CEST) on 4 August 2025.

Shareholders and proxies may register in advance through the corporate website (www.grupobancosabadell.com) and must confirm their identity with a current electronic National Identity Document (DNIE in its Spanish initials) or a recognised electronic certificate that is not recorded as having been cancelled, issued by the Spanish Entidad Pública de Certificación Española (CERES in its Spanish initials), an agency of the Spanish Fábrica Nacional de Moneda y Timbre, and create an account on the Participation Platform

in the 2025 Extraordinary General Meeting of Shareholders. Once the account has been created, the user may access the Participation Platform using their username (e-mail address) and chosen password.

Users of the Banco Sabadell Group's distance banking service (BS Online and BS Mobile) may register, exclusively through Internet, by using their personal identity code.

By virtue of this pre-registration procedure, shareholders and proxies may connect to the Participation Platform in the 2025 Extraordinary General Meeting of Shareholders on the day of the General Meeting.

Online attendance at the General Meeting

Following completion of the pre-registration procedure for online attendance of the General Meeting, the shareholder or proxy must connect to the Participation Platform in the 2025 Extraordinary General Meeting of Shareholders through the corporate website (www.grupobancosabadell.com) between 8:00 and 9:45 (CEST) on 5 August 2025, the day of the General Meeting at first call, or between 8:00 and 9:45 (CEST) on 6 August 2025, the day of the General Meeting at second call, in either case by using their username (e-mail address) and the password established when they created their account on the Participation Platform in the 2025 Extraordinary General Meeting of Shareholders.

Shareholders who are users of the Banco Sabadell Group's distance banking service (BS Online and BS Mobile) may connect using that service, exclusively through the Internet, by using their personal identity code.

If, as is likely to be the case, the required quorum is not reached at first call, notice of that will be given in the Participation Platform in the 2025 Extraordinary General Meeting of Shareholders with confirmation of the second call for the General Meeting. To attend the latter, it will be necessary to log in again as indicated.

Attendees will not be allowed to connect outside those times.

Shareholders or proxies who have not satisfied the pre-registration requirements as set out and in time will not be able to attend the General Meeting remotely.

Participation

Statements addressed to the meeting, requests for information and motions, where appropriate and as provided by law, by a shareholder or his/her its proxy attending the General Meeting online who wishes to participate at the General Meeting in exercise of his/her right to information must do so in writing via the link provided for that purpose in the Participation Platform in the 2025 Extraordinary General Meeting of Shareholders from the time they connect on the day on which General Meeting is held until such time as the Chairman declares that the General Meeting is validly constituted. The maximum length of written submissions is 4,000 characters, and each registered attendee may make only one

submission. Shareholders or their proxies who wish their intervention to be noted in the minutes of General Meeting should expressly state this in the heading of the text of their intervention.

Requests for information or clarifications that are stated in that manner, will be responded to in writing within seven days following the General Meeting, without prejudice to the possibility of such being done in the course of the meeting itself.

Vote

Votes on the motion relating to the item on the Agenda may be cast via the voting procedure set up for this purpose in the Participation Platform in the 2025 Extraordinary General Meeting of Shareholders. Those attending the General Meeting may vote from the time at which they connect on the day of the General Meeting until the time when, after the period for shareholder remarks has concluded, voting on the motions begins at the venue where the in-person meeting is being held.

When an attendee does not state how they wish to vote, it shall in any event be deemed to vote in favour of the motion proposed by the Board of Directors on the Agenda item.

In relation to motions on matters which by law are not required to appear on the Agenda, online attendees may cast their votes from the time at which the Chairman of General Meeting indicates they may do so, following the reading of any such motions.

Rules on proxy appointments and remote voting prior to the General Meeting and online attendance at the Meeting

1. Proxy appointments and votes by remote communication means must be received by Banco de Sabadell, Sociedad Anónima, before 2.00 pm on the day before the General Meeting is to be held.
2. To access the General Meeting in person, shareholders who are natural persons must show their attendance card and National Identity Card (DNI in its Spanish initials) or another appropriate legal document. Proxies representing shareholders that are legal persons must provide proof of their status with the appropriate legal documents. Proxies appointed to vote by a shareholder must also identify themselves by showing the appropriate legal documents. When attending remotely, an attendee must identify himself/herself as described in the instructions for online attendance at General Meeting.
3. Proxy appointments and votes by remote communication means can be revoked at any time provided that they are expressly revoked and via the same means by which they were made, within the time for making an appointment or exercising the right to vote, and without prejudice to the terms set out under points 8 and 9.
4. Where a shareholder appoints several proxies for the same shares, the most recent proxy received by Banco de Sabadell, Sociedad Anónima, will take preference, regardless of the means employed for the proxy appointment.

5. If a shareholder casts their vote several times for the same shares, the most recent vote received by Banco de Sabadell, Sociedad Anónima, will take preference, regardless of the means employed for casting the vote.
6. A shareholder who votes remotely will be deemed to be present for the purposes of the constitution of General Meeting. If Banco de Sabadell, Sociedad Anónima, receives a duly signed proxy card and a remote voting card, the remote vote will take preference if a vote has been marked for the item on the Agenda. If no vote is marked, the appointment of a proxy will be deemed to be valid so long as it otherwise fulfils the necessary requirements.
7. In-person attendance at the General Meeting will render online attendance by a shareholder or their proxy ineffective.
8. The in-person or online attendance of the shareholder at the General Meeting, as well as attendance resulting from a vote cast remotely prior to the holding of the General Meeting, entails the revocation of any proxy granted, regardless of the date and means employed.
9. The in-person or online attendance of a shareholder at the General Meeting entails the revocation of a vote cast by remote means of communication.
10. Each shareholder has sole responsibility for the proper use of their electronic National Identity Card (DNle in its Spanish initials) and their electronic signature creation data and the safekeeping of the electronic certificate for exercise of their proxy or remote voting rights or online attendance at the General Meeting; and, in the case of users of the Banco Sabadell Group's distant banking service (BS Online and BS Mobile), the safekeeping of their personal identity code.
11. Banco de Sabadell, Sociedad Anónima, reserves the right to modify, suspend, cancel or restrict the mechanisms for proxy and voting by electronic means and for online attendance when required or forced to do so for technical or security reasons. Banco de Sabadell, Sociedad Anónima, will bear no liability for any harm or loss suffered by any shareholder as a result of outages, overloads, communication cable failures, connection failures, any failing of the postal service provided by the Post Office or any other circumstance of the same or a similar nature which is beyond the control of Banco de Sabadell, Sociedad Anónima, that may hinder or prevent a shareholder in or from appointing a proxy or casting a vote by remote communication means or remotely attending the General Meeting. If for technical reasons not attributable to Banco de Sabadell, Sociedad Anónima, it is not possible to remotely attend the General Meeting as described in this document or if there is a temporary or permanent interruption to communications during the meeting, a shareholder may not use claim that such circumstances constitute an unlawful prevention of the exercise of his/her rights.

Right to information

Pursuant to the provisions of the Capital Companies Act, the Articles of Association and the Regulations of the General Meeting of Shareholders of Banco de Sabadell, Sociedad Anónima, and of article 28.4(d) of Royal Decree 1066/2007, of 27 July, on the rules governing public takeover bids for securities, as and from the date of publication of this notice of the General Meeting of Shareholders, all shareholders are entitled to examine the

documents listed below at the registered office in Sabadell, Plaça de Sant Roc, no. 20, and to obtain copies of them from Banco de Sabadell, Sociedad Anónima, in hand or by mail, immediately and free of charge:

1. The motion submitted by the Board of Directors of Banco de Sabadell, Sociedad Anónima, to the General Meeting for approval.
2. The current Articles of Association of Banco de Sabadell, Sociedad Anónima.
3. The current Regulations of the General Meeting of Shareholders of Banco de Sabadell, Sociedad Anónima.
4. The current Regulations of the Board of Directors of Banco de Sabadell, Sociedad Anónima.
5. List of the full names, ages, nationalities and addresses of the directors of Banco de Sabadell, Sociedad Anónima, and the date as of they carry out their duties.
6. Report by the Board of Directors of Banco de Sabadell, Sociedad Anónima, regarding the resolution to authorise the disposal of the entire share capital of the subsidiary of Banco Sabadell TSB Banking Group plc and other equity instruments and securities issued by this company.
7. In compliance with article 511.3 of the Capital Companies Law, in relation to the issue of perpetual securities which may be convertible into ordinary shares of Banco de Sabadell, Sociedad Anónima the report of the directors of Banco de Sabadell, Sociedad Anónima, in relation to said issue of perpetual securities which may be convertible into shares with exclusion of pre-emptive subscription rights pursuant to the terms of articles 414, 417, 510, 511 and 286, in relation to article 297.1.B) of the consolidated text of the Capital Companies Law, resolved by the Board of Directors on 27 September 2025.

As from the publication of this notice of meeting and until the General Meeting is held, shareholders may access the following documents on the website of Banco de Sabadell, Sociedad Anónima, (www.grupobancosabadell.com), in the section "Shareholders and Investors": the notice of the meeting; the total number of shares and voting rights; the documents listed above that are made available to shareholders, and the other documents and reports published on the website of Banco de Sabadell, Sociedad Anónima; the Articles of Association; the Regulations of the General Meeting of Shareholders, and the proxy rules, as well as the instructions for granting a proxy and remote voting prior to the General Meeting and the instructions for online attendance at the General Meeting.

For the same period of time, shareholders will have access to the Electronic Shareholders' Forum of Banco de Sabadell, Sociedad Anónima, which they may use under the terms and conditions set out on the website in accordance with the Electronic Shareholders' Forum Regulations.

Shareholders may apply in writing for clarifications of the matter on the Agenda and of the information provided to the Spanish National Securities Market Commission since the last General Meeting, and of the auditor's report, until the fifth day before the General Meeting by following the instructions in the document entitled "Right to information", which is available on the company's website (www.grupobancosabadell.com); such questions will be answered before the meeting.

Shareholders representing at least three per cent of the share capital may submit reasoned proposals for resolutions on matter already included on the Agenda, by means of reliable notification to be received at the registered office of Banco de Sabadell, Sociedad Anónima, located in Sabadell, Plaça de Sant Roc, no. 20, within five days of the publication of this notice of meeting. The procedures for the exercise of those shareholder rights are duly set out on the website of Banco de Sabadell, Sociedad Anónima.

There will also be a sign-language interpreter for people with hearing disabilities who attend the General Meeting at Fira de Sabadell in person.

Role of the Notary in the General Meeting

In accordance with Article 203 of the Capital Companies Act and Article 16.2 of the Regulations of the General Meeting of Shareholders of Banco de Sabadell, Sociedad Anónima, the directors will engage a notary to minute the General Meeting.

Data protection

The personal data contained in this document, which the shareholders or their representatives, as the case may be, provide to Banco de Sabadell, Sociedad Anónima, to exercise their right to attend, grant proxy and vote and participate at the General Meeting or which are provided by the banks and securities firms at which such shareholders have deposited their shares, through IBERCLEAR, will be processed, by Banco de Sabadell, Sociedad Anónima, as data controller, for the purposes of managing and overseeing the shareholders' status and for giving notice of the General Meeting, holding it and publicising it, as well as to fulfil the obligations established by law. This processing is necessary for those purposes and the legal basis of that processing lies in the shareholder's status as such and the fulfilment of legal obligations. The data will be provided to the notary who will attend the General Meeting, as provided by law, and may be provided to third parties in exercise of the right to information established by law or made accessible to the public insofar as they appear on documentation available on the corporate website (www.grupobancosabadell.com) or are made public at the General Meeting.

The General Meeting may be recorded and broadcast audiovisually and be made available to the public, partly or wholly, via the corporate website of Banco de Sabadell, Sociedad Anónima, (www.grupobancsabadell.com) and in accredited media outlets. Attendance at the General Meeting implies that the attendee accepts and consents expressly, unequivocally and conclusively to the recording, processing, reproduction, distribution, public communication, viewing and divulgence on the institution's corporate channels and

by the media of Banco de Sabadell, Sociedad Anónima, and of third parties, of their voice, likeness and any other personal data that may be captured or expressed in the course of the General Meeting of Shareholders.

The legal basis for the treatment of data consisting of likeness or voice is both the existence of a legitimate interest on the part of the Company to record and broadcast the General Meeting that is recognised in the rules and principles of transparency and good corporate governance that are applicable to it, as well as the consent of the person attending the General Meeting while having other alternative means for the exercise of his/her rights at his/her disposal.

Personal data will be retained for as long as the shareholder retains their status as such and for six (6) years thereafter solely to address any legal or contractual actions except where, exceptionally, the statute of limitations period for such legal or contractual actions is greater.

Personal data subjects may, in the terms established in the current data protection regulations, exercise the rights of access, rectification, opposition, limitation of processing, portability, deletion, and any other right recognised by law in connection with data protection, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the safeguarding of digital rights, by writing to the registered offices of Banco de Sabadell, Sociedad Anónima, located in Sabadell (08201), Plaça de Sant Roc, no. 20, or to the following e-mail address: ejercicioderechosprotecdatos@bancsabadell.com. Personal data subjects may submit any claim or request related to personal data protection to the Spanish Data Protection Agency (www.aepd.es) and may contact the Data Protection Officer of the Banco Sabadell group at the following e-mail address: DataProtectionOfficer@bancsabadell.com.

Where the attendance card/proxy card contains personal data referring to natural persons other than the holder or where a third party other than the shareholder attends the General Meeting, the shareholder must inform them of the content of the preceding paragraphs in connection with the processing of personal data and fulfil any other requirements that are applicable for the proper transfer of the personal data to Banco de Sabadell, Sociedad Anónima, without the latter having to perform any additional actions vis-à-vis the interested parties. The legal basis for this processing of third parties' personal data is the same as described above for shareholders.

Secretary of the Board of Directors
Miquel Roca i Junyent

Sabadell, 3 July 2025

PROPOSED RESOLUTION RELATING TO ITEM ONE ON THE AGENDA.**AUTHORISATION OF THE DISPOSAL OF THE ENTIRE SHARE CAPITAL OF THE SUBSIDIARY OF BANCO SABADELL TSB BANKING GROUP PLC AND OTHER EQUITY INSTRUMENTS AND SECURITIES ISSUED BY THIS COMPANY.**

Authorise the disposal of all of the shares representing the share capital of TSB Group's parent company, TSB Banking Group plc ("**TSB**"), and of other equity instruments and securities issued by TSB held by Banco de Sabadell, Sociedad Anónima (hereinafter, "**Banco Sabadell**", the "**Company**" or the "**Bank**") and detailed below (the "**Transaction**").

The Transaction is structured as a sale and purchase and is governed by a sale and purchase agreement entered into on 1 July 2025 between Banco Sabadell, as seller, and Banco Santander, S.A. (the "**Purchaser**" or "**Banco Santander**"), as purchaser (the "**Sale and Purchase Agreement**"). The principal terms and conditions of the Transaction as set out in the Sale and Purchase Agreement are as follows:

1. **Object:** The Transaction comprises the sale and purchase of all of the issued shares of TSB (the "**Shares**"). Additionally, the Transaction includes the sale and purchase of all of the following equity instruments and securities issued by TSB and subscribed by Banco Sabadell that have not matured nor been repurchased and redeemed as of the closing date of the Transaction, as well as the securities from any new issuance carried out since now and up to such date and subscribed by Banco Sabadell for the purpose of refinancing any of them (the "**Securities**"):
 - a. all of the £250 million fixed rate reset additional tier 1 perpetual non-cumulative contingent convertible securities issued on 5 December 2024;
 - b. all of the £300 million fixed-to-floating rate callable subordinated Tier 2 capital notes issued on 30 March 2021;
 - c. all of the £250 million senior unsecured floating rate notes due to mature in December 2026 issued on 9 December 2022;
 - d. all of the £450 million senior unsecured floating rate notes due to mature in June 2027 issued on 13 June 2022; and
 - e. all of the £200 million senior unsecured floating rate notes due to mature in December 2028 issued on 5 December.
2. **Purchase and sale price:** The purchase and sale price is broken down into the following components:
 - a. The purchase and sale price for the Shares is an initial consideration of £2,650 million. This amount has been determined by reference to the Tangible Net Asset Value ("**TNAV**") resulting from TSB's unaudited consolidated balance sheet as at 31 March 2025 and it will be adjusted upwards or downwards in line with the positive or negative change in the TNAV between 1 April 2025 and the closing date of the Transaction.

On the closing date of the Transaction, the Purchaser will pay to Banco Sabadell in cash an estimate of the final price of the Shares resulting from the foregoing. The estimate will be made by Banco Sabadell.

The final price of the Shares will be determined after the closing date of the Transaction on the basis of the final change in the TNAV between 1 April 2025 and such closing date, based on TSB's financial statements as at such latter date prepared for such purpose. Any adjustment, positive or negative, to the estimate of the final price paid by the Purchaser will be settled by the party owing such payment to the party entitled thereto as soon as possible after the final determination of the price.

- b. The purchase and sale price corresponding to the Securities will correspond to the sum of the fair values assigned to the Securities at the closing date of the Transaction based on the credit spreads agreed by Banco Sabadell and the Purchaser for each such instrument in the Sale and Purchase Agreement. Payment of the purchase price and sale of the Securities shall be made by the Purchaser to Banco Sabadell in cash on the closing date of the Transaction and shall not be subject to subsequent revision.
- 3. **Purchaser:** Banco Santander, although it reserves the right to assign its rights under the Sale and Purchase Agreement to other companies within its group, including Santander UK Group Holdings plc and Santander UK plc.
- 4. **Conditions precedent:** The obligation of the parties to complete the Transaction is subject to the satisfaction of the following conditions precedent:
 - a. the authorisation of the Transaction by the Extraordinary General Meeting of Shareholders of Banco Sabadell;
 - b. the Purchaser obtaining approval from the Prudential Regulatory Authority in the United Kingdom;
 - c. the Purchaser obtaining approval from the Competition and Markets Authority in the United Kingdom; and
 - d. the Purchaser obtaining the authorisation of the European Central Bank.

The parties to the Sale and Purchase Agreement have undertaken to cooperate in the fulfilment of the conditions precedent with a view to closing the Transaction by 1 July 2026.

- 5. **Closing Date:** The completion of the Transaction and payment of the purchase and sale price will take place on the last business day of the month in which the last condition precedent is satisfied (or on the last business day of the following month, should the satisfaction of such condition precedent occur after the 15th day of the month). It is estimated that the Transaction could be completed within the first quarter of 2026.

If by 1 July 2026 the conditions of the Transaction have not been met, Banco Sabadell and the Purchaser may, acting in good faith and by mutual agreement, extend the

maximum period for closing the Transaction. In the absence of such agreement, the Sale and Purchase Agreement shall be terminated and the Transaction shall not proceed.

6. **Liability and indemnity obligation:** The Sale and Purchase Agreement provides for an allocation of risks and liabilities in line with market practice for this type of transaction. This allocation includes the provision of fundamental and business representations relating to TSB by Banco Sabadell, as well as customary representations by the Purchaser. Each party undertakes to indemnify the other in the event that such representations prove to be inaccurate, and, in the case of Banco Sabadell, to compensate the Purchaser for any damages suffered as a result of the materialisation of certain specific contingencies, all subject to the agreed time and financial liability caps set out in the Sale and Purchase Agreement.

7. **Other covenants:**

- a. Non-competition and non-solicitation: Banco Sabadell has undertaken vis-à-vis the Purchaser that no company within the Banco Sabadell Group will compete in the UK banking market for 24 months following the closing date of the Transaction, without prejudice to the maintenance of the activities of Banco Sabadell's branch in the UK.

The Company has also undertaken that no company within the Banco Sabadell Group will solicit TSB employees for the same period, subject to certain exceptions customary in this type of transaction.

None of the foregoing commitments shall apply to BBVA or its group entities in the event that the voluntary public takeover offer for all shares of Banco Sabadell submitted by Banco Bilbao Vizcaya Argentaria, S.A. (the “**BBVA Takeover Bid**”) results in the acquisition of a majority of the voting rights.

- b. Extraordinary compensation: in the event that, having the Transaction authorised by the Extraordinary General Meeting of Shareholders, Banco Sabadell agrees before 31 December 2025 the sale of TSB to another entity for a price higher than the price agreed with the Purchaser, and such transaction is completed, the Purchaser shall be entitled to receive a compensation of £26.5 million, equivalent to 1% of the initial price of the Shares, or, if lower, 70% of the difference between the sale price of the Shares agreed by the Company with the third party and the initial price of the Shares.

If BBVA Takeover Bid results in the acquisition of a majority of the voting rights, this extraordinary compensation shall only be payable to the Purchaser if Banco Sabadell has agreed to sell TSB to another entity for a price higher than that agreed with the Purchaser prior to the settlement of the takeover bid, provided that the transaction is subsequently completed.

The Board of Directors is expressly empowered, as broadly as legally possible, to carry out all actions and formalities that may be necessary or merely appropriate to achieve the execution and successful completion of the Transaction approved in this resolution, including in particular, but not limited to, the following:

- a) To execute the Transaction under the terms and conditions described above, complying with the Sale and Purchase Agreement entered into by the Purchaser, fulfilling the obligations assumed by the Company under the same and exercising the rights and remedies granted to it by the Sale and Purchase Agreement and making the determinations that the Company is entitled to make under the aforementioned Sale and Purchase Agreement, being authorised to negotiate and agree with the Purchaser, if necessary, any novation of the aforementioned Sale and Purchase Agreement provided that it does not affect the essential provisions of the Transaction described above and expressly authorised by this General Shareholders' Meeting.
- b) To draw up, negotiate, agree, sign and present such public and private documents as may be necessary in relation to the execution of the Transaction, in accordance with practice in this type of transactions, as well as such writings, requests, communications or notifications as may be necessary.
- c) To appear and carry out such actions, declarations, formalities or communications and adopt such measures as may be necessary or appropriate before any competent authorities to execute the Transaction and, in particular, to appear before a notary public to execute such documents as may be necessary, as well as to correct and clarify this resolution as may be necessary.
- d) Draft and publish such announcements or communications of inside information or other relevant information as may be legally necessary or appropriate.
- e) To grant powers of attorney to such persons as it deems appropriate for the purpose of carrying out the actions contemplated in this resolution.

Expressly authorise the Board of Directors so that it, in turn, may delegate (with the power of substitution where appropriate) to any director with delegated powers, pursuant to the provisions of article 249 bis.I) of the Spanish Companies Law, all the delegable powers referred to in this resolution, all without prejudice to the powers of attorney that exist or may be conferred in relation to the contents of this resolution.

This resolution is submitted to the General Meeting of Shareholders for approval in accordance with the provisions of article 114 of the Securities Markets and Investment Services Act and article 28.1.c) of Royal Decree 1066/2007, of 27 July, on the rules governing takeover bids.

The English version is a translation of the original in Spanish and is provided for information purposes only. In case of discrepancy, the original version in Spanish shall prevail.