

LABIANA HEALTH, S.A.

**Proposed resolutions for the 2023 Ordinary and Extraordinary
General Shareholders' Meeting**

Point 1.- Issuance of warrants convertible into shares of nominee "Tranche A Warrants", excluding the pre-emptive subscription right, and increase of the share capital in the amount necessary to meet the conversion of the same.

A. Issuance

It is agreed to issue 1,805,314 warrants of the Company (hereinafter, collectively, **the "Tranche A Warrants" or individually "Tranche A Warrants") which will grant their holders the option to subscribe newly issued ordinary shares representing the Company's capital stock (the "New Shares").**"), to be disbursed by contributions or by offsetting credits, at the option of the holders, in accordance with the terms and conditions set out below.

In view of the nature and characteristics of the issuance of the warrants and the capital increase to meet the exercise of the warrants, which are detailed below, there will be no pre-emptive subscription right in favour of the current shareholders of the Company in the issuance of warrants.

1. Context and Reasons for Issuing Warrants

On August 4, 2023, the Company entered into a syndicated financing agreement with BSSF II Ireland DAC and Miralta Credit Opportunities, S.L. (the "**Financing Entities**") for a maximum aggregate amount of up to TWENTY-FIVE MILLION EUROS (€25,000,000) in order to finance the refinancing of the Company's corporate debt and to finance future investment needs in R+D and CAPEX (the "**Financing Agreement**" or the "**Financing**"), as well as a number of collateral documents ancillary to the Financing (all of which, together, the "**Financing Documents**"). Likewise, as an essential condition for the granting of the Financing, among others, the Company and the Financing Entities, on that same date, signed a warrant agreement, made public before the notary of Madrid, Mr. Andrés Domínguez Nafría, under number 4,686 of its protocol and by virtue of which the Company granted in favor of BSSF II Ireland DAC (as a company of the same group as BSSF II Origination DAC) and Miralta Credit Opportunities, S.L. (together, with the assignee entities to which the "**Beneficiary Entities**" may assign and transfer, in whole or in part, their contractual position) an irrevocable option to assume shares of the Company representing up to twenty-five percent (25%) of its share capital through the subscription of up to 2,256,643 warrants to be issued by the Company under the terms and conditions set forth therein (the "**Warrants Agreement**").

In accordance with the provisions of the Warrants Agreement and in line with the provisions of the Financing Agreement, on the occasion of, and as a condition of the provision of Tranche A of the Financing, the Company has undertaken, among others, to approve the issuance by this General Meeting of Shareholders of the

Tranche A Warrants, representing approximately twenty percent (20%) of the Company's diluted shares.

For the relevant purposes, it is hereby stated that the non-approval of the issuance of the Tranche A Warrants would entail an early maturity under the Financing Agreement and under the Warrants Agreement, with the consequences provided therein.

2. Previous Issuances

In accordance with the provisions of article 407.2 a) of the Capital Companies Act, it is hereby stated that, as of today, the Company has issued 1,237,575 warrants called "Transitory Warrants" which are pending conversion and which will be exchanged for Tranche A Warrants, in accordance with the provisions of the Warrants Agreement.

3. Form of representation of Tranche A Warrants

Tranche A Warrants will be represented by nominative securities. The Company shall keep a register of its holders.

4. Non-quotation of Tranche A Warrants

Tranche A Warrants shall not be admitted to trading on any secondary market or trading system.

5. Guarantees for the issuance of Tranche A Warrants

Tranche A Warrants will not be specially guaranteed.

6. Issue price of Tranche A Warrants

The Tranche A Warrants will be issued without a price in favor of the Beneficiary Entities, in return for the commitment of the Financing Entities to participate in the Financing.

Notwithstanding the foregoing, the Transitory Warrants will be exchanged for the Tranche A Warrants, and the Transitory Warrants will therefore be cancelled and rendered null and void at the time of issuance of the Tranche A Warrants by the Beneficiary Entities.

7. Recipients and holders of Tranche A Warrants

The Tranche A Warrants will initially be subscribed by the Beneficiary Entities, to which the Board of Directors of the Company will deliver the corresponding securities, in accordance with the following detail.

BENEFICIARY ENTITY	TRANCHE A WARRANTS
BSSF II Ireland DAC	1.778.234
Miralta Credit Opportunities, S.L.	27.080
Total	1.805.314

8. Pre-emptive subscription rights for the issuances of Tranche A Warrants

Since, in accordance with the purpose and justification thereof, the only holders of the Tranche A Warrants may be the Beneficiary Entities or their assignees, it is agreed to eliminate the pre-emptive subscription right of the Company's shareholders with respect to the issuance of the Tranche A Warrants, in accordance with the provisions of Article 417 of the Capital Companies Act.

The suppression of the pre-emptive subscription right of the Company's shareholders has been duly justified in view of the requirements of the company's interest and the reasons set out by the Board of Directors in the justifying report made available to the shareholders in accordance with article 417.2 of the Companies Act.

In addition, Grant Thornton, S.L.P., as auditor other than the Company's auditor, appointed for this purpose by the Mercantile Registry of Madrid, has issued the corresponding report on the reasonableness of the data included in the Report of the Board of Directors and on the suitability of the conversion ratio and its adjustment formulas to compensate for any dilution of the shareholders' economic shareholding, in accordance with the provisions of article 417.2 of the Capital Companies Act.

9. Rights Incorporated in Tranche A Warrants

The Tranche A Warrants shall confer on their holders the option to subscribe for new shares of the Company, at the rate of one (1) new share for each Tranche A Warrant (the "**Exchange Ratio**"), either through capitalization of credits derived from the Financing or through monetary contributions, at the choice of the Beneficiary Entities .

For the relevant purposes, it is expressly stated that the issuance of Tranche A Warrants was an essential part of the remuneration agreed for the granting of the Financing by the Financing Entities, resulting in the application mutatis mutandis of the obligations established in clause 13.4.1(v) of the Financing Agreement. Therefore, and without prejudice to the consequences arising from the Financing Agreement, any breach of the same during the term of the Tranche A Warrants would be equivalent to a breach of the Warrants Agreement, with the consequences provided therein.

In this regard, the Company (and its reference shareholders, as applicable) undertake not to carry out, approve or carry out any type of corporate transaction that could alter the Exchange Ratio agreed during the term of the Tranche A Warrants, such as (by way of indication and not limitation) total or partially paid-up

capital increases, reductions in capital or reserves through the return of cash contributions to shareholders, divisions of the nominal value of shares (splits) or groupings of shares through changes in nominal value (counter-splits).

10. Subscription price of the Company's new shares

The subscription price of the new shares of the Company to be issued in exercise of the Tranche A Warrants will be 3.90 per share (the "**Subscription Price**").

As a result of the exercise of the Tranche A Warrants, the joint participation of the Beneficiary Entities in the capital of the Company may not exceed, in any case, twenty-five percent (25%).

11. Exercise of Tranche A Warrants

In accordance with the provisions of the Warrants Agreement, the Tranche A Warrants may be exercised by the Beneficiary Entities at any time from the time the Company has issued them in accordance with the provisions of the Warrants Agreement and until the fourth (4th) anniversary of the Warrants Agreement, i.e., until August 4, 2027, inclusive (the "**Exercise Term**").

For clarification purposes, it is hereby stated that each of the Beneficiary Entities may request, individually and at any time from the formalization of their issuance, on one or more occasions, the total or partial conversion of the Tranche A Warrants into new shares of the Company, either through capitalization of credits derived from the Financing or through monetary contributions.

12. Procedure for the conversion of Tranche A Warrants

The Beneficiary Entities shall have the right, but not the obligation, to exercise the Tranche A Warrants in favour of Beneficiary Entities and, therefore, to subscribe for new shares of the Company during the Exercise Period. The Tranche A Warrants may be exercised in one or more times within the Exercise Period and until they are fully converted into new shares of the Company.

To this end, the Beneficiary Entity that intends to exercise the Tranche A Warrants, at least fifteen (15) business days prior to the date scheduled for their exercise, shall send the Company a communication informing it of its intention to exercise the Tranche A Warrants, which shall state, among others, the number of Tranche A Warrants held by it that it intends to convert into new shares of the Company at the agreed Subscription Price, as well as the method of conversion (the "**Conversion Notice**").

Upon receipt of the Conversion Notice, the Company shall carry out all the necessary formalities and actions required and/or convenient to make effective the conversion of the Tranche A Warrants into new shares of the Company as soon as possible and within a maximum period of two (2) months from the date of receipt of the corresponding Conversion Notice. Specifically, and without limitation, the Company must carry out the following procedures (with each Conversion Notice sent by the Beneficiary Entities):

- a. The holding of the corresponding meeting of the Board of Directors of the Company in which the resolutions for the execution of the corresponding

capital increase are adopted for the purpose of attending to the conversion of the Tranche A Warrants into new shares of the Company requested by the Beneficiary Entities through the Conversion Notice.

- b. The granting of the corresponding public deed of increase of share capital and the presentation of this in the competent Mercantile Registry for registration.
- c. The presentation and deposit of the aforementioned public deed with Iberclear, together with any documentation necessary or convenient to proceed with the inclusion of the new shares of the Company that are issued in Iberclear's records.

13. Transferability of Tranche A Warrants

Tranche A Warrants may not be disposed of or transferred in any way separate from the Warrant Agreement. That is to say, the transmission of one will always entail the transmission of the other. As the only exception, the Beneficiary Entities may transfer their Tranche A Warrants (all or some) to any company belonging to the same group or to another Beneficiary Entity.

The transfer of the Tranche A Warrants must be communicated to the Company, which will record the new holder in its registry and cancel, replace and issue the corresponding nominative securities in favor of the new holder.

14. Termination of Tranche A Warrants

The Tranche A Warrants will be extinguished: (i) at the time when the Company has delivered all the new shares corresponding to the Beneficiary Entities after the exercise by them of all their Tranche A Warrants (in one or more times); or (ii) if, after the expiry of the Exercise Period, the Tranche A Warrants have not been exercised.

15. Liquidity event in the event of early repayment of the Financing

In accordance with the provisions of the Financing Agreement, in the event of a liquidity event arising from the sale, disposition or transfer, in whole or in part, of any of its assets by any security ("**Liquidity Event**"), the Company will be obliged to allocate all the funds obtained to repay the Financing early, including outstanding principal, interest, commissions and accrued expenses.

In the event that, after using the funds obtained from a Liquidity Event to the early redemption of the Financing, the full amortization of the Financing occurs and, thereafter, there are funds derived from such Liquidity Event or subsequent Liquidity Events that the Company intends to distribute via dividends, the Beneficiary Entities that have not yet converted all of their Tranche A Warrants will be entitled to exercise them, At the time they decide to exercise such Tranche A Warrants, a discount to the Subscription Price of each Convertible Warrant equivalent to the amount of the dividend per share that the Company has agreed to distribute, at any given time, derived from a Liquidity Event, will be applied.

16. Relevant decisions of the Company

Decisions affecting the following matters of the Company must be approved in advance and in writing by the Beneficiary Entities (hereinafter, the "**Relevant Decisions**"). Relevant Decisions will be considered to be those relating specifically to: (i) annual budgets and business plans; (ii) dispositions or acquisitions; (iii) liquidity events; (iv) capital investment, improvement, and rezoning projects; (v) the remuneration policy of the Company's directors and/or executives; (vi) operations relating to marketing authorisations and dossiers; and (vii) those decisions relating to any transfer of cash or assets that the Company intends to make in favor of any affiliate or related party. In the case of cases (ii) to (vii), both inclusive, such prior consent of the Beneficiaries will not be necessary for amounts less than TWO HUNDRED THOUSAND EUROS (€200,000), calculated annually cumulatively for each section.

The exercise of the right of prior approval of the Relevant Decisions, referred to in paragraph (i) above, by the holders of the Tranche A Warrants shall be subject to the need for competition lawyers to confirm whether such exercise is subject to notification to the competition authorities. If notifiable, this right could only be exercised (i) when the corresponding authorization was obtained; or (ii) in the event that the parties precede modifying the agreement so that the requirements that made the exercise of the right subject to prior authorization (and this also validated by competition advisors) are no longer met.

The holders of the Tranche A Warrants (as defined in the following agreement) may jointly appoint an individual as an observer (the "**Observer**"), in order to attend, with the right to speak, but not to vote, the boards of directors and delegated committees of the Company. To this end, the Company undertakes to summon the Observer and provide him with the corresponding information, under the same terms as the rest of the attendees of the corresponding board of directors or committee. For clarification purposes, the Observer's duties will be unpaid. However, the Company undertakes to reimburse you for any travel expenses incurred in the performance of your duties.

For the approval of the Relevant Decisions and the appointment of the Observer, the holders of Tranche A Warrants shall act in a syndicated manner, agreeing on the direction of their vote among themselves by a simple majority.

17. Modification of the Terms and Conditions of the Rights of the Tranche A Warrants

The modification of the terms and conditions of the Tranche A Warrants will require the agreement of the Company, as well as that of all the Beneficiary Entities.

18. Regulations applicable to Tranche A Warrants and jurisdiction

Tranche A Warrants shall be governed by Spanish common law. By subscribing to the Tranche A Warrants, the holders agree that any dispute between the holder of the Convertible Warrant and the Company will be settled before the jurisdiction of the courts of the city of Madrid.

In accordance with the provisions of Article 407 of the Capital Companies Act, the issuances of Tranche A Warrants shall be recorded in a public deed.

B. Capital increase

It is agreed to increase the share capital of the Company, in one or more times, in the amount necessary to meet the exercise of the rights incorporated in the Tranche A Warrants, that is, to increase it up to a maximum nominal amount of ONE HUNDRED AND EIGHTY THOUSAND FIVE HUNDRED AND THIRTY-ONE EUROS AND FORTY CENTS (€180,531.40), through the issuance of up to a maximum of 1,805,314 new shares of the Company. of €0.10 par value each, with the payment of the aforementioned capital increase through monetary contributions (in accordance with the provisions of Article 299 of the Capital Companies Act) or by offsetting credits derived from the Financing (in accordance with the provisions of Article 301 of the Capital Companies Act), at the choice of the Beneficiary Entities. The new shares will be of the same class and series as the currently existing ones and incomplete subscription is expressly provided for (so that, where appropriate, the amount of the capital increase would finally be set at the amount actually subscribed).

In accordance with article 297.1.a) of the Capital Companies Act, it is agreed to delegate to the Board of Directors (it being understood, on each occasion in which powers are delegated to it by virtue of this resolution, that they entail the express power to replace them, in accordance with the regulations in force, to any of its members), the power to execute, in whole or in part, on each occasion, the capital increase that is necessary to meet the exercise of the option incorporated into the Tranche A Warrants, through the issuance of new shares of the Company, in accordance with the following conditions:

- Term: The increase of the share capital may be carried out in one or more times within a maximum period of four (4) years from the date of signing the Warrants Agreement, that is, until August 4, 2027, inclusive.
- Maximum amount: The maximum total amount of the increase or extensions agreed under this authorization shall not exceed the maximum amount of ONE HUNDRED AND EIGHTY THOUSAND FIVE HUNDRED AND THIRTY-ONE EUROS AND FORTY CENTS (€180,531.40), equivalent to twenty percent (20%) of the current share capital at the time of authorization.
- Scope: The authorization of the Board of Directors to increase the share capital shall extend, as widely as may be required by law, to the establishment and determination of the conditions inherent to each of the capital increases that may be carried out by virtue of this resolution, to the performance of any necessary procedures and to the obtaining of any authorizations required by the legal provisions in force.

By way of example, and not limitation, the Board of Directors shall determine, for each increase in share capital, the amount and date of execution of the increase, the number of shares to be issued, the equivalent value of the new shares to be issued, and may set the terms and conditions of the capital increase and the characteristics of the shares, all of this is based on the conversion communication sent by the Beneficiary Entities for these purposes. Likewise, in accordance with the provisions of article 304.2 of the Capital Companies Act, in the capital increase carried out by the Board of Directors to meet requests for the conversion of Tranche A Warrants into new shares, the right of pre-emption of the Company's shareholders will not be applicable.

- Incomplete subscription: In accordance with article 507 of the Capital Companies Act, in the event of incomplete subscription of the increase in the share capital provided for herein, it will be effective, and will therefore be increased only by the amount of the subscriptions made.
- Delivery of shares: It is expressly provided within the framework of this delegation agreement that the capital increase agreement(s) must be registered in the Mercantile Registry before its execution, as it has included the possibility of incomplete subscription.
- Amendment of the Articles of Association: By virtue of this authorisation, the Board of Directors is empowered to, where appropriate, redraft the article of the Company's Articles of Association relating to share capital, once the increase has been agreed and executed.
- Admission to trading: It is agreed to request BME Growth, Iberclear, and any other public or private body, entity or registry, to be admitted to trading on the BME Growth of all the Company's shares issued within the framework of the capital increase agreed herein.
- Other actions: Any public or private documents that are convenient for the execution of the increase will be granted and, in particular and without limitation, appear before a Notary of their choice in order to execute the public deed executing the capital increase in the amount of the shares effectively subscribed.

C. Delegation of faculties

Without prejudice to the delegations of specific powers contained in the preceding paragraphs (which must be understood to have been granted with express powers of substitution in the bodies and persons detailed herein), it is agreed to empower the Board of Directors, with all the breadth required by law and with express powers of substitution in the members of the Board that it deems appropriate, including the Secretary, so that any of them, indistinctly and with their sole signature, may carry out all the necessary or convenient actions for the successful completion of this agreement and, in particular, by way of indication and not limitation, to:

- adopt as many agreements as may be necessary or convenient in order to comply with current legal regulations, execution and good completion of this agreement, including the performance of any formalities, the signing of any public or private documents, agency contracts, insurance, calculation and others necessary for the issuance or conversion of Tranche A Warrants, as well as the signing of any documents or prospectuses that may be necessary;
- modify, when it deems it appropriate, and subject, if applicable, to obtaining the appropriate authorizations and, where appropriate, to the agreement of the assemblies of the corresponding unions or representative bodies of the holders of the Tranche A Warrants, the conditions for exercising them and their respective term, as well as completing, clarify or modify the other terms and conditions of the Tranche A Warrants contained in this agreement;
- establish the date on which the execution of the various increases in share capital necessary to meet the requests for conversion of the Tranche A Warrants must be carried out, setting the issue premium for the new shares and, therefore, the type

of issue of the new shares; establish, providing for the possibility of incomplete subscription, the number of shares to be issued and the nominal amount of each capital increase based on the issue price, the term, form and procedure of subscription and disbursement;

- drafting, subscribing and filing, where appropriate, before the governing body of BME Growth (or before any governing bodies of those markets, national or foreign, official or not, in which the Company's shares may be admitted to trading) or any other supervisory authorities that may be appropriate, in relation to the issues and listings of the new shares issued under this agreement, the prospectus, the complete extension document or reduced extension document and any supplements thereto that may be necessary or convenient, assuming responsibility for them, as well as the other documents and information that are required in compliance with the provisions of the applicable regulations; and
- to execute on behalf of the Company as many public or private documents as may be necessary or convenient for the proper completion of this resolution and, in general, to carry out all necessary formalities, as well as to correct, clarify, interpret, specify or supplement this resolution adopted by the General Shareholders' Meeting and, in particular, any defects, omissions or errors, of substance or form, resulting from the verbal or written classification, would prevent access to the Mercantile Register, or any other agreements, and their consequences.

Point 2.- Delegation to the Board of Directors of the power to issue warrants convertible into shares of nominees "Tranche B Warrants", excluding the pre-emptive subscription right, as well as to increase the share capital by the amount necessary to cover the conversion of the same.

A. Issuance

It is agreed to delegate to the Board of Directors of the Company, under the provisions of Article 319 of the Regulations of the Commercial Registry, in Title XI of the current Capital Companies Law, in Chapter V of Title XIV of the aforementioned Law and other regulations on the issuance of bonds, the power to issue 451,329 warrants (hereinafter, jointly referred to as the "Tranche B Warrants" or **individually "Tranche B Warrants"**), **which will grant their holders the option to subscribe to newly issued ordinary shares representing the Company's share capital (the "New Shares")**, to be paid up by means of contributions or by offsetting **credits**, at the choice of their holders, subject to the terms and conditions set out below, including the power to exclude the shareholders' pre-emptive subscription rights and the power to substitute delegated powers.

1. Context and Reasons for the Issuance of Warrants

On August 4, 2023, the Company entered into a syndicated financing agreement with BSSF II Ireland DAC and Miralta Credit Opportunities, S.L. (the "**Financing Entities**") for a maximum aggregate amount of up to TWENTY-FIVE MILLION EUROS (€25,000,000) in order to finance the refinancing of the Company's corporate debt and to finance future investment needs in R+D and CAPEX (the "**Financing Agreement**" or the "**Financing**"), as well as a number of collateral documents

ancillary to the Financing (all of which, together, the "**Financing Documents**"). Likewise, as an essential condition for the granting of the Financing, among others, the Company and the Financing Entities, on that same date, signed a warrant agreement, made public before the notary of Madrid, Mr. Andrés Domínguez Nafría, under number 4,686 of its protocol and by virtue of which the Company granted in favor of BSSF II Ireland DAC (as a company of the same group as BSSF II Origination DAC) and Miralta Credit Opportunities, S.L. (together, with the assignee entities to which the "**Beneficiary Entities**" may assign and transfer, in whole or in part, their contractual position) an irrevocable option to assume shares of the Company representing up to twenty-five percent (25%) of its share capital through the subscription of up to 2,256,643 warrants to be issued by the Company under the terms and conditions set forth therein (the "**Warrants Agreement**").

In accordance with the provisions of the Warrants Agreement and in line with the provisions of the Financing Agreement, on the occasion of and as a condition of the provision of Tranche B of the Financing, the Company shall approve the issuance by this General Meeting of Shareholders of the Tranche B Warrants, representing approximately five percent (5%) of the diluted shares of the Company.

For the relevant purposes, it is hereby stated that failure to approve the issuance of the Tranche B Warrants would entail an early maturity under the Financing Agreement and under the Warrants Agreement, with the consequences provided therein.

2. Previous Issuances

In accordance with the provisions of article 407.2 a) of the Capital Companies Act, it is hereby stated (i) that the Company has issued 1,237,575 warrants called "Transitory Warrants" [which are pending conversion and which will be exchanged for Tranche A Warrants in accordance with the provisions of the Warrants Agreement]; and (ii) that, as of today and immediately prior to this date, the Company has agreed to issue 1,805,314 warrants known as "Tranche A Warrants" that are pending conversion.

3. Form of representation of Tranche B Warrants

Tranche B Warrants will be represented by nominative securities. The Company shall keep a register of its holders.

4. Non-quotation of Tranche B Warrants

Tranche B Warrants will not be admitted to trading on any secondary market or trading system.

5. Guarantees for the issuance of Tranche B Warrants

Tranche B Warrants will not be specially guaranteed.

6. Issuance price of Tranche B Warrants

The Tranche B Warrants will be issued without price in favor of the Beneficiary Entities, in return for the commitment of the Financing Entities to participate in the

Financing.

7. Recipients and holders of Tranche B Warrants

The Tranche B Warrants would initially be subscribed by the Beneficiary Entities, to which the Board of Directors of the Company would deliver the corresponding securities, in accordance with the following detail.

BENEFICIARY ENTITY	TRANCHE B WARRANTS
BSSF II Ireland DAC	444.559
Miralta Credit Opportunities, S.L.	6.770
Total	451.329

8. Pre-emptive subscription rights for the issuances of Tranche B Warrants

Since, in accordance with the purpose and justification thereof, the only holders of the Tranche B Warrants may be the Beneficiary Entities or their assignees, it is agreed to abolish the pre-emptive subscription right of the Company's shareholders with respect to the issuance of the Tranche B Warrants, in accordance with the provisions of Article 417 of the Capital Companies Act.

The suppression of the pre-emptive subscription right of the Company's shareholders has been duly justified in view of the requirements of the company's interest and the reasons set out by the Board of Directors in the justifying report made available to the shareholders in accordance with article 417.2 of the Companies Act.

In addition, Grant Thornton, S.L.P., as auditor other than the Company's auditor, appointed for this purpose by the Mercantile Registry of Madrid, has issued the corresponding report on the reasonableness of the data included in the Report of the Board of Directors and on the suitability of the conversion ratio and its adjustment formulas to compensate for any dilution of the shareholders' economic shareholding, in accordance with the provisions of article 417.2 of the Capital Companies Act.

9. Rights Incorporated in Tranche B Warrants

The Tranche B Warrants shall confer on their holders the option to subscribe for new shares of the Company, at the rate of one (1) new share for each Tranche B Warrant (the "**Exchange Ratio**"), either through capitalization of credits derived from the Financing or through monetary contributions, at the choice of the Beneficiary Entities.

For the relevant purposes, it is expressly stated that the issuance of Tranche B Warrants in favor of Beneficiary Entities was an essential part of the remuneration agreed for the granting of the Financing by the Financing Entities, resulting in mutatis mutandis application of the obligations established in clause 13.4.1(v) of the Financing Agreement. Therefore, and without prejudice to the consequences arising from the Financing Agreement, any breach of the same during the term of the Tranche B Warrants would be equivalent to a breach of the Warrants Agreement, with the consequences provided therein.

In this regard, the Company (and its reference shareholders, as applicable)

undertake not to carry out, approve or carry out any type of corporate transaction that could alter the Exchange Ratio agreed during the term of the Tranche B Warrants, such as (indicative and not limited to) total or partially paid-up capital increases, reductions in capital or reserves through the return of cash contributions to shareholders, divisions of the nominal value of shares (splits) or groupings of shares through changes in nominal value (counter-splits).

10. Subscription price of the Company's new shares

The subscription price of the new shares of the Company to be issued in exercise of the Tranche B Warrants will be 3.90 per share (the "**Subscription Price**").

As a result of the exercise of the Tranche B Warrants, the joint participation of the Beneficiary Entities in the capital of the Company may not exceed, in any case, twenty-five percent (25%).

11. Exercise of Tranche B Warrants

In accordance with the provisions of the Warrants Agreement, the Tranche B Warrants may be exercised by the Beneficiary Entities at any time from the time the Company has issued them in accordance with the provisions of the Warrants Agreement and until the fourth (4th) anniversary of the Warrants Agreement, i.e., until August 4, 2027, inclusive (the "**Exercise Term**").

For clarification purposes, it is hereby stated that each of the Beneficiary Entities may request, individually and at any time from the formalization of their issuance, on one or more occasions, the total or partial conversion of the Tranche B Warrants into new shares of the Company, either through capitalization of credits derived from the Financing or through monetary contributions.

12. Procedure for the conversion of Tranche B Warrants

The Beneficiary Entities shall have the right, but not the obligation, to exercise the Tranche B Warrants and, therefore, to subscribe for new shares of the Company during the Exercise Period. The exercise of the Tranche B Warrants may be carried out in one or more times within the Exercise Period and until they are fully converted into new shares of the Company.

To this end, the Beneficiary Entity that intends to exercise the Tranche B Warrants, at least fifteen (15) business days prior to the date scheduled for their exercise, shall send the Company a communication informing it of its intention to exercise the Tranche B Warrants, which shall state, inter alia, the number of Tranche B Warrants held by it that it intends to convert into new shares of the Company at the agreed Subscription Price, as well as the method of conversion (the "**Conversion Notice**").

Upon receipt of the Conversion Notice, the Company shall carry out all the necessary, required and/or convenient procedures and actions to make effective the conversion of the Tranche B Warrants into new shares of the Company as soon as possible and within a maximum period of two (2) months from the date of receipt of the corresponding Conversion Notice. Specifically, and without limitation, the Company must carry out the following procedures (with each Conversion Communication sent by the Beneficiary Entities):

- a. The holding of the corresponding meeting of the Board of Directors of the Company at which the resolutions for the execution of the corresponding capital increase are adopted for the purpose of attending to the conversion of the Tranche B Warrants into new shares of the Company requested by the Beneficiary Entities through the Conversion Notice.
- b. The granting of the corresponding public deed of increase of share capital and the presentation of this in the competent Mercantile Registry for registration.
- c. The presentation and deposit of the aforementioned public deed with Iberclear, together with any documentation necessary or convenient to proceed with the inclusion of the new shares of the Company that are issued in Iberclear's records.

13. Transferability of Tranche B Warrants

Tranche B Warrants may not be disposed of or transferred in any way separate from the Warrant Agreement. That is to say, the transmission of one will always entail the transmission of the other. As the only exception, the Beneficiary Entities may transfer their Tranche B Warrants (all or some) to any company belonging to the same group or to another Beneficiary Entity.

The transfer of the Tranche B Warrants must be communicated to the Company, which will record the new holder in its register and cancel, replace and issue the corresponding nominative securities in favor of the new holder.

14. Termination of Tranche B Warrants

The Tranche B Warrants shall be extinguished: (i) at the time when the Company has delivered all the new shares corresponding to the Beneficiary Entities after the exercise by them of all their Tranche B Warrants (in one or more times); or (ii) if, after the expiry of the Exercise Period, the Tranche B Warrants have not been exercised.

15. Liquidity event in the event of early repayment of the Financing

In accordance with the provisions of the Financing Agreement, in the event of a liquidity event arising from the sale, disposition or transfer, in whole or in part, of any of its assets by any security ("**Liquidity Event**"), the Company will be obliged to allocate all the funds obtained to repay the Financing early, including outstanding principal, interest, commissions and accrued expenses.

In the event that, after using the funds obtained from a Liquidity Event to the early redemption of the Financing, the full amortization of the Financing occurs and, thereafter, there are funds derived from such Liquidity Event or subsequent Liquidity Events that the Company intends to distribute via dividends, the Beneficiary Entities that have not yet converted all of their Tranche B Warrants will be entitled to exercise them. At the time they decide to exercise such Tranche B Warrants, a discount will be applied to the Subscription Price of each Convertible Warrant equivalent to the amount of the dividend per share that the Company has agreed to distribute, at any given time, derived from a Liquidity Event.

16. Relevant decisions of the Company

Decisions affecting the following matters of the Company must be approved in advance and in writing by the Beneficiary Entities (hereinafter, the "**Relevant Decisions**"). Relevant Decisions will be considered to be those relating specifically to: (i) annual budgets and business plans; (ii) dispositions or acquisitions; (iii) liquidity events; (iv) capital investment, improvement, and rezoning projects; (v) the remuneration policy of the Company's directors and/or executives; (vi) operations relating to marketing authorisations and dossiers; and (vii) those decisions relating to any transfer of cash or assets that the Company intends to make in favor of any affiliate or related party. In the case of cases (ii) to (vii), both inclusive, such prior consent of the Beneficiaries will not be necessary for amounts less than TWO HUNDRED THOUSAND EUROS (€200,000), calculated annually cumulatively for each section.

The exercise of the right of prior approval of the Relevant Decisions, referred to in paragraph (i) above, by the holders of the Tranche B Warrants shall be subject to the need for competition lawyers to confirm whether such exercise is subject to notification to the competition authorities. If notifiable, this right could only be exercised (i) when the corresponding authorization was obtained; or (ii) in the event that the parties precede modifying the agreement so that the requirements that made the exercise of the right subject to prior authorization (and this also validated by competition advisors) are no longer met.

The holders of the Tranche B Warrants (as defined in the above agreement) may jointly appoint an individual as an observer (the "**Observer**"), in order to attend, with the right to speak, but not to vote, the boards of directors and delegated committees of the Company. To this end, the Company undertakes to summon the Observer and provide him with the corresponding information, under the same terms as the rest of the attendees of the corresponding board of directors or committee. For clarification purposes, the Observer's duties will be unpaid. However, the Company undertakes to reimburse you for any travel expenses incurred in the performance of your duties.

For the approval of the Relevant Decisions and the appointment of the Observer, the holders of Tranche B Warrants shall act in a syndicated manner, agreeing on the direction of their vote among themselves by a simple majority.

17. Modification of the Terms and Conditions of the Rights of the Tranche B Warrants

The modification of the terms and conditions of the Tranche B Warrants will require the agreement of the Company, as well as that of all the Beneficiary Entities.

18. Regulations applicable to Tranche B Warrants and jurisdiction

Tranche B Warrants shall be governed by Spanish common law. By subscribing to the Tranche B Warrants, the holders agree that any dispute between the holder of the Convertible Warrant and the Company will be settled before the jurisdiction of the courts of the city of Madrid.

In accordance with the provisions of Article 407 of the Capital Companies Act, the issuances of Tranche B Warrants shall be recorded in a public deed.

B. Term of delegation

Tranche B Warrants may be issued at any time up to and including August 4, 2027.

C. Capital increase

It is agreed to increase the share capital of the Company, in one or more times, in the amount necessary to meet the exercise of the rights incorporated in the Tranche B Warrants, i.e. to increase it up to a maximum nominal amount of FORTY-FIVE THOUSAND ONE HUNDRED THIRTY-TWO EUROS AND NINETY CENTS (€45,132.90), through the issuance of up to a maximum of 451,329 new shares of the Company, of €0.10 par value each, with the payment of the aforementioned capital increase through monetary contributions (in accordance with the provisions of Article 299 of the Capital Companies Act) or by offsetting credits derived from the Financing (in accordance with the provisions of Article 301 of the Capital Companies Act), at the choice of the Beneficiary Entities. The new shares will be of the same class and series as the currently existing ones and incomplete subscription is expressly provided for (so that, where appropriate, the amount of the capital increase would finally be set at the amount actually subscribed).

In accordance with article 297.1.a) of the Capital Companies Act, it is agreed to delegate to the Board of Directors (it being understood, on each occasion in which powers are delegated to it by virtue of this resolution, that they entail the express power to replace them, in accordance with the regulations in force, to any of its members), the power to execute, in whole or in part, on each occasion, the capital increase necessary to meet the exercise of the option incorporated into the Tranche B Warrants, through the issuance of new shares of the Company, in accordance with the following conditions:

- Term: The increase of the share capital may be carried out in one or more times within a maximum period of four (4) years from the date of this agreement.
- Maximum amount: The maximum total amount of the extension or extensions agreed under this authorization will not exceed the maximum amount of FORTY-FIVE THOUSAND ONE HUNDRED THIRTY-TWO EUROS AND NINETY CENTS (€45,132.90).
- Scope: The authorization of the Board of Directors to increase the share capital shall extend, as widely as may be required by law, to the establishment and determination of the conditions inherent to each of the capital increases that may be carried out by virtue of this resolution, to the performance of any necessary procedures and to the obtaining of any authorizations required by the legal provisions in force.

By way of example, and not limitation, the Board of Directors shall determine, for each increase in share capital, the amount and date of execution of the increase, the number of shares to be issued, the equivalent value of the new shares to be issued, and may set the terms and conditions of the capital increase and the characteristics of the shares, all of this is based on the conversion notification sent by the Beneficiary Entities for these purposes. Likewise, in accordance with the provisions of article 304.2 of the Capital Companies Act, in the capital increase carried out by the Board of Directors to meet requests for the conversion of Tranche B Warrants into new shares, the right of pre-emption of the Company's shareholders will not be applicable.

- Incomplete subscription: In accordance with article 507 of the Capital Companies Act, in the event of incomplete subscription of the increase in the share capital provided for herein, it will be effective, and will therefore be increased only by the amount of the subscriptions made.
- Delivery of shares: It is expressly provided within the framework of this delegation agreement that the capital increase agreement(s) must be registered in the Mercantile Registry before its execution, as it has included the possibility of incomplete subscription.
- Amendment of the Articles of Association: By virtue of this authorisation, the Board of Directors is empowered to, where appropriate, redraft the article of the Company's Articles of Association relating to share capital, once the increase has been agreed and executed.
- Admission to trading: BME Growth, Iberclear, and any other public or private body, entity or registry will be requested to admit to trading on the BME Growth all the shares of the Company issued within the framework of the capital increase agreed herein.
- Other actions: Any public or private documents that are convenient for the execution of the increase will be granted and, in particular and without limitation, appear before a Notary of their choice in order to execute the public deed executing the capital increase in the amount of the shares effectively subscribed.

D. Delegation of faculties

Without prejudice to the delegations of specific powers contained in the preceding paragraphs (which must be understood to have been granted with express powers of substitution in the bodies and persons detailed herein), it is agreed to empower the Board of Directors, with all the breadth required by law and with express powers of substitution in the members of the Board that it deems appropriate, including the Secretary, so that any of them, indistinctly and with their sole signature, may carry out all the necessary or convenient actions for the successful completion of this agreement and, in particular, by way of indication and not limitation, to:

- Determine the date of issuance, the subscription and disbursement procedure and extend and develop this agreement in the terms necessary for its full execution with full respect for the provisions of this agreement and carry out all the necessary actions for the best execution and operation of the issuance of Tranche B Warrants and the delivery and operation of the Tranche B Warrants, including, where appropriate, the issuance of new titles in the event that they are split, and the production of any publications that may be necessary.
- Agree to any modifications to the terms and conditions of the Tranche B Warrants provided that such modifications (i) are agreed within the framework of the Warrants Agreement and this agreement, and (ii) do not imply for the Company's shareholders a greater dilution than that already provided for in the terms and conditions of the Tranche B Warrants included in this agreement.
- Appear before a notary and execute the corresponding public deed of issuance of the Tranche B Warrants subject matter of this agreement, and request the registration in the Commercial Registry of the aforementioned public deed, and

make the mandatory announcements of the issuance, as well as execute the public and private documents necessary to declare the closure of the subscription of the Tranche B Warrants.

- Verify whether the necessary conditions have been met so that, in accordance with the terms and conditions of the Warrants Agreement, the rights incorporated in the Tranche B Warrants are exercisable and the corresponding capital increase or increases can be executed.
- Negotiate and sign, as well as endorse or validate, where appropriate, under the terms it deems most appropriate, the contracts required with the Financing Entities that, where appropriate, intervene in the issuance of Tranche B Warrants.
- To correct, clarify, interpret, specify or complement the resolutions adopted by the General Shareholders' Meeting, or those that occur in any deeds or documents granted in execution thereof and, in particular, any defects, omissions or errors, of substance or form, that prevent access to the resolutions and their consequences to the Mercantile Registry or any others.
- To execute on behalf of the Company as many public or private documents as may be necessary or convenient for the issuance of the Tranche B Warrants subject matter of this agreement and, in general, to carry out all the formalities necessary for the execution of this agreement and the effective circulation of the Tranche B Warrants, including the signature of the nominative securities representing the Tranche B Warrants.

Point 3.- Delegation of powers.

It is agreed to empower each and every one of the members of the Board of Directors of the Company, as well as the non-director secretary, in the broadest terms, so that any of them, indistinctly, in the name and on behalf of the Company, carries out all the necessary procedures and actions; provide as many public or private documents, including correction and rectification in their broadest terms, that are necessary to make public the agreements adopted; and carry out all the necessary steps for the execution and good completion of the same and their registration and/or deposit, as appropriate, in whole or in part, when appropriate, in the corresponding public registries.

Likewise, it is agreed to expressly empower each and every one of the members of the Board of Directors of the Company, as well as the non-director secretary, so that any of them, indistinctly, in the name and on behalf of the Company, may proceed to subscribe and publish on the BME MTF Equity website any relevant and/or privileged information that may be necessary or deemed appropriate. for the purposes of complying with Circular 3/2020, on information to be provided by companies listed for trading in the BME Growth segment of BME MTF Equity, relating to the agreements adopted herein.