

[LOOSE TRANSLATION FOR INFORMATION PURPOSES ONLY]**APPENDIX 1****PROPOSED RESOLUTIONS OF THE GENERAL SHAREHOLDERS' MEETING****Item 1.- Acknowledgement and ratification of the Company's financing operation, for a maximum amount of up to thirty-seven million euros (€37,000,000).**

Firstly, to ratify the cancellation of the following financing agreements; of all related guarantees arising from said financing agreements, including, among others, pledges of shares, pledges of stocks, pledges on credit rights and bank accounts, real estate and movable property mortgages, as well as any irrevocable power of attorney related thereto; and of any other documents related to the foregoing (the "Existing Financing"):

- The financing agreement dated 4 August 2023 entered into with Miralta Credit Opportunities, S.L. and BSSF II Origination DAC for a total amount of €25,000,000.
- ICO COVID-19 loan with Deutsche Bank, S.A. (No. 190020950830424946) for €750,000.
- ICO COVID-19 loan with Deutsche Bank, S.A. (No. 190020900830424945) for €750,000.
- ICO COVID-19 loan with CaixaBank, S.A. (no. 319.705.338-08) for €1,500,000.
- ICO COVID-19 loan with CaixaBank, S.A. (no. 319.705.401-91) for €1,500,000.

To this end, all public or private documents necessary to proceed with the effective cancellation of the financing agreements and any guarantees that may have been agreed upon will be executed. The aforementioned documents will be jointly referred to as the "Cancellation Documents".

Secondly, to ratify the signing by the Company, together with other parties and certain companies of the Group, of a financing agreement subject to Spanish law for a maximum amount of up to €37,000,000 (the "Financing Agreement"), for the purpose of, among other things, cancelling the Existing Financing and financing working capital requirements. The Company is a party to the Financing Agreement, either as a borrower or as a guarantor of the obligations assumed by the borrower under the agreement, and also for the purpose of assuming certain obligations and, in particular, that of providing guarantees on several of its assets to secure all or part of the obligations arising from the Financing Agreement.

In line with the above, expressly ratify the Company's signing of the following documents (in public or private document):

- (i) the Financing Agreement;
- (ii) any documents considered to be transaction documents under the Financing Agreement to which it is a party, including, without limitation (i) any risk hedging documents and contracts (exchange rate, interest rate or other types of risk); (ii) debt subordination agreements or *duty of care agreements* related to the Financing Agreement; (iii) intercreditor agreements; and/or (iv) any other document provided for or derived from the Financing Agreement, in particular, including notifications, receiving and issuing declarations of intent, any commission letters linked to the Financing Agreement, any certificates (including expressly any *formalities certificates*) in which the Company confirms its solvency, including, where applicable, after assuming the obligations arising from the Financing Agreement, and deposit deeds and zero deeds;

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(iii) Any type of personal or real guarantee documents, including bonds, warrants, pledges together with their notifications and certificates, first and second rank movable and immovable mortgages (whether in deed, policy or other public or private document) or guarantee contracts, subject to the laws of any jurisdiction, as security for the obligations of the Company and/or other companies belonging to the Labiana Group that are considered obligors under the Financing Agreement, arising from, among other things, the financing documents, as well as any irrevocable powers of attorney to be granted in connection therewith;

(collectively, the "Financing Documents" and, together with the Cancellation Documents, the "Transaction Documents").

The transactions referred to in the preceding paragraphs relating to the execution of the Transaction Documents shall be referred to as the "Transaction".

Fourthly, expressly ratify the formalisation of the Transaction, for the appropriate purposes, and agree to proceed with its implementation (authorising the power to self-contract and multiple representation and avoiding conflicts of interest).

Finally, to state that the signing of the Transaction Documents described in the preceding sections will be carried out in the interest and for the benefit of the Company and that the Transaction is in the best interests of the Company and of the other companies of the Labiana Group (of which the Company is a member) as a whole.

Item 2.- Authorisation and exemption from self-contracting and/or conflict of interest.

Firstly, to expressly authorise any directors or, where applicable, members of the Company's Board of Directors and any person authorised for this purpose to:

- (A) take the decisions they deem necessary or appropriate to comply with the provisions of the above decisions; and
- (B) in general, to perform whatever acts and execute whatever public or private documents are necessary or convenient, including for such purposes the granting of whatever powers and ratifications they deem necessary or convenient.

Secondly, to authorise and dispense with any self-contracting, multiple representation and/or conflict of interest that may be incurred by any of: (i) the members of the Company's administrative body (ii) the Company's authorised representatives; and/or (iii) persons to whom the Company's attorneys-in-fact have sub-delegated any of the powers granted to them by the Company in relation to any documents executed or signed in the context of the Transaction and the Transaction Documents.

Thirdly, to expressly ratify any decisions taken, acts performed and public or private documents executed or signed by the directors, members of the Board of Directors and/ y of Directors and/or attorneys-in-fact of the Company prior to the date of this General Meeting in relation to the Transaction and the Transaction Documents.

Item 3.- Delegation of powers and notarisation.

To expressly authorise all members of the Company's Board of Directors, the Secretary who is not a member of the Company's Board of Directors, the Chief Executive Officer, as well as any person

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authorised for this purpose, so that any of them, jointly and severally, may carry out any acts, legal transactions, contracts and operations that may be necessary in relation to the notarisation of the above decisions (and, where applicable, their registration in the Commercial Register), including, in particular and among other powers, those of appearing before a Notary Public to execute the necessary or appropriate public deeds and notarial acts for this purpose and to formalise any other public or private document that may be necessary or appropriate for the notarisation (and, where applicable, registration) of such decisions, with the express power to correct any errors, without altering their nature, scope or meaning.