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PROPOSED RESOLUTIONS OF THE BOARD OF DIRECTORS OF VISCOFAN, SOCIEDAD ANÓNIMA (the "Company"), TO BE SUBMITTED TO THE GENERAL SHAREHOLDERS' MEETING TO BE HELD AT FIRST CALL ON 28 APRIL 2025 AND AT SECOND CALL ON 29 APRIL 2025.

ITEMS RELATING TO THE FINANCIAL STATEMENTS, MANAGEMENT REPORT, STATEMENT OF THE NON-FINANCIAL INFORMATION AND SUSTAINABILITY INFORMATION AND COMPANY MANAGEMENT:

One. - Examination and approval, where appropriate, of the individual financial statements (balance sheet, income statement, statement of changes in equity, cash flow statement and notes to the financial statements) and management report of Viscofan S.A. for the year ended 31 December 2024.

To approve the balance sheet, income statement, statement of changes in equity, cash flow statement, explanatory notes to the financial statements, together with the management report of Viscofan S.A. for the year ended 31 December 2024.

Two. - Examination and approval, where appropriate, of the financial statements (balance sheet, income statement, statement of changes in equity, cash flow statement and notes to the financial statements) and management report of the consolidated group) (Viscofan Group) for the year ended 31 December 2024.

To approve the balance sheet, income statement, statement of changes in equity, cash flow statement, explanatory notes to the financial statements, together with the management report of the consolidated group (Viscofan Group) for the year ended 31 December 2024.

Three. - Examination and approval, where appropriate, of the consolidated statement of non-financial information and sustainability information, for the year ended 31 December 2024.

To approve the consolidated statement of non-financial information and sustainability information for the year ended 31 December 2024.

Four. - Examination and approval, where appropriate, of the corporate management and performance of the Board of Directors for the year ended 31 December 2024.

To approve the corporate management and performance of the Board of Directors of Viscofan, S.A. for the year ended 31 December 2024.

ITEMS RELATING TO THE ALLOCATION OF RESULTS AND SHAREHOLDER REMUNERATION:

Five. - Appropriation of the 2024 earnings and dividend: approval and complementary payment, which shall be carried out within the framework of the "Viscofan Flexible Remuneration" optional dividend system.

To approve the proposal for the appropriation of earnings and payment of the dividend corresponding to fiscal year 2024 drafted by the Board of Directors at its meeting held on 27 February 2025 and detailed below.

To ratify and approve the payment, charged to the profits of the year ended 31 December 2024 and, where applicable, to voluntary reserves, of a dividend whose aggregate gross amount shall be equal to the sum of the amounts indicated below (the "**Dividend**"). In particular, the General Shareholders' Meeting resolves to:

(a) to ratify the payment of 26,843,816,71 euros as an interim dividend distributed on 19 December 2024 (the "**Interim Dividend 2024**") and which results from multiplying the amount of the gross interim dividend per share (1.437 euros) by the number of shares for which their holders opted to receive the Interim Dividend (18,680,457) [1], and

(b) to approve the payment of the amount resulting from multiplying:

(i) the gross amount per share that, as a complementary payment of the dividend corresponding to the year 2024, the Company shall pay under the first execution of the optional dividend system "Viscofan Flexible Remuneration" corresponding to the year 2025 (the "**Final Dividend**"), and which shall be determined by the Board of Directors in accordance with the rules set forth in the section "Common terms of the dividend payment and share capital increase agreements, which are proposed under items Five, Six and Seven of the agenda, under which the 'Viscofan Flexible Remuneration' optional dividend system is implemented" (the "**Common Terms**"); by

(ii) The total number of shares with respect to which their holders have chosen to receive the cash dividend within the framework of the first execution of the "Viscofan Flexible Remuneration" optional dividend system for fiscal year 2025.

At the date of drafting of this proposed resolution, it is not possible to specify the amount of the Final Dividend or, consequently, the amount of the Dividend.

[1] The remaining shareholders received their remuneration on account of the 2024 results through the Viscofan Flexible Dividend (Scrip Dividend) modality with a total allocation of 662,369 new ordinary shares.

For these purposes, it is stated that the payment of the Final Dividend shall be carried out jointly with the execution of the increase in share capital that is submitted to the approval of the General Shareholders' Meeting under item Six of the agenda, with the purpose of offering shareholders the possibility of receiving their remuneration in cash (through the collection of the Final Dividend) or in newly issued paid-up Company shares (through the aforementioned increase in share capital).

Thus, the collection of the Final Dividend provided for in this resolution represents, in accordance with the provisions of the Common Terms, one of the alternatives available to the Company's shareholders on receiving their remuneration under the first execution of the "Viscofan Flexible Remuneration" optional dividend system corresponding to the year 2025. As a consequence of the foregoing, and as shall be explained later in the Common Terms, any shareholders who choose to receive their remuneration in cash through the Final Dividend with respect to all or part of their shares shall be understood to expressly, automatically and irrevocably renounce the free allocation rights corresponding to said shares and, therefore, the possibility of transferring them on the market or receiving the new fully paid-up shares that correspond to those free allocation rights.

The payment of the Final Dividend, which is expected to be effective in the month of June 2025, shall be made through the participating entities in Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (Sociedad Unipersonal) ("**IBERCLEAR**"), the Board of Directors is hereby empowered to set the specific date for payment of the Final Dividend, designate the entity that must act as payment agent and carry out other necessary or appropriate actions for the successful completion of the payment.

Likewise, it is agreed to delegate to the Board of Directors the power to set the conditions applicable to the payment of the Final Dividend in everything not provided for in this resolution, including the determination of the specific gross amount of the Final Dividend subject to the rules referred to above.

Finally, the Board of Directors is expressly authorised to delegate, under the provisions of Article 249 bis.l) of the Corporate Enterprises Act, the powers referred to in this resolution.

The distribution base shall include the profit for fiscal year 2024 and, where applicable, the voluntary reserves of the Company as at 31 December 2024. The consequent distribution proposal is as follows:

Dividend:	Amount pending determination that shall result from adding (a) the 2024 Interim Dividend; plus (b) the result of multiplying the Final Dividend by the total number of shares with respect to which their holders have opted to receive the Final Dividend under the first execution of the "Viscofan Flexible Remuneration" optional dividend system for fiscal year 2025.
Voluntary reserves:	Determinable amount that shall result from subtracting the amount allocated to the dividend from the total distribution base.

Prior to the execution of the increase in share capital that is submitted to the approval of the General Shareholders' Meeting under item Six of the agenda (and, therefore, to the implementation of the first execution of the "Viscofan Flexible Remuneration" optional dividend system corresponding to fiscal year 2025), the Board of Directors (or the body or person to whom it delegates) shall disclose the minimum amount of the Final Dividend. The final amount of the Final Dividend shall be disclosed as soon as it is determined by the Board of Directors (or the body or person to whom it delegates) in accordance with the provisions of the Common Terms. Furthermore, once the first execution of the "Viscofan Flexible Remuneration" optional dividend system corresponding to the year 2025 has been completed, the Board of Directors (with general powers of substitution) shall specify the distribution proposal above, by determining the final amount of the dividend and the amount that shall be allocated to voluntary reserves.

The Board of Directors estimates that the gross amount of the Final Dividend shall be approximately 1.653 euros per share. Consequently, taking into consideration the amount of the 2024 Interim Dividend of 1.437 euros per share and the fee for attendance at the General Shareholders' Meeting of 0.01 euros per share, the total remuneration for shareholders to be received from the fiscal year 2024 is estimated at approximately 3.10 euros per share.

Out of the aforementioned estimated amount of 3.10 euros per share, 2.10 euros correspond to the increasing ordinary remuneration that the Board of Directors has been proposing to the General Shareholders' Meeting in recent years (2 euros per share charged to fiscal year 2023), while the extra euro per share to reach the total estimated amount of 3.10 euros per share would be extraordinary in light of the current market and Company conditions.

The Common Terms include an example of the calculation of the Final Dividend, among other figures related to the execution of the increase in share capital that is submitted to the approval of the General Shareholders' Meeting under item Six of the agenda.

Six. - First capital increase paid-up for a maximum reference market value of 82,000,000 euros to implement the "Viscofan Flexible Remuneration" optional dividend system.

The General Shareholders' Meeting agrees to increase the Company's share capital under the terms and conditions described in the section "Common terms of the dividend payment and share capital increase resolutions proposed under items Five, Six and Seven on the agenda, under which the optional dividend system 'Viscofan Flexible Remuneration' is implemented" (the "**Common Terms**"), for a market value reference of the shares to be issued on executing the increase, which, at a maximum, shall be 82,000,000 euros.

The execution of the share capital increase shall be carried out jointly with the payment of the Final Dividend that is submitted to the approval of the General Shareholders' Meeting under item Five of the agenda, with the purpose of offering the Company's shareholders the possibility of receiving their remuneration in cash (by receiving the Final Dividend) or in newly issued paid-up shares of the Company (through the increase in share capital). Thus, the delivery of paid-up shares issued for the increase in share capital is one of the alternatives available to shareholders on receiving their remuneration, in accordance with the provisions of the Common Terms.

The General Shareholders' Meeting resolves to delegate to the Board of Directors, in accordance with the provisions of Article 297(1)(a) of the Corporate Enterprises Act, the power to set the date on which the increase in share capital must be carried out, if applicable, and establish the conditions applicable to everything not provided for in this resolution. Further, the Board of Directors is expressly authorised to delegate, under the provisions of Article 249 bis.l) of the Corporate Enterprises Act, the powers referred to in this resolution.

Seven. - Second capital increase paid-up for a maximum reference market value of 72,000,000 euros to implement the "Viscofan Flexible Remuneration" optional dividend system.

The General Shareholders' Meeting resolves to increase the share capital of the Company by a maximum market value of 72,000,000 euros. The execution of this capital increase shall be carried out in accordance with the provisions of the Common Terms.

It is expected that the execution of the share capital increase shall be carried out jointly with the payment of an interim amount of the dividend corresponding to the year 2025 (the "**2025 Interim Dividend**"), which shall be agreed, if applicable, by the Company's Board of Directors, with the purpose of offering the Company's shareholders the possibility of receiving their remuneration in cash (by collecting the interim dividend) or in newly issued paid-up shares of the Company (through the increase in share capital). Thus, the delivery of paid-up shares issued for the increase in share capital is one of the alternatives available to shareholders on receiving their remuneration, in accordance with the provisions of the Common Terms. The payment of the 2025 Interim Dividend shall foreseeably be made effective in December 2025.

The General Shareholders' Meeting resolves to delegate to the Board of Directors, in accordance with the provisions of Article 297(1)(a) of the Corporate Enterprises Act, the power to set the date on which the increase in share capital must be carried out, if applicable, and establish the conditions applicable to everything not provided for in this resolution. Further, the Board of Directors is expressly authorised to delegate, under the provisions of Article 249 bis.l) of the Corporate Enterprises Act, the powers referred to in this resolution.

Common terms of the dividend payment and share capital increase resolutions proposed under items Five, Six and Seven on the agenda, under which the optional dividend system "Viscofan Flexible Remuneration" is implemented

1. Main characteristics of the "Viscofan Flexible Remuneration" optional dividend system

The purpose of the resolutions for appropriation of earnings and payment of the dividend and increase in share capital that are proposed under items Five, Six and Seven of the agenda is to implement the "Viscofan Flexible Remuneration" optional dividend system for year 2025, whereby the Company's shareholders are offered the possibility of receiving their remuneration in cash or in newly issued fully paid-up shares.

To this end, two executions of the aforementioned optional dividend system shall be carried out in which separate dividend payments shall be made (the "**Dividend Payments**" and, each, a "**Dividend Payment**") together with the executions of the share capital increases (the "**Capital Increases**" and, each of them, a "**Capital Increase**") that are submitted to the approval of the General Shareholders' Meeting under item Six and Seven of the agenda:

(a) The first execution, which is expected to take place in June 2025 (the "**First Execution**"), shall be carried out through the payment of the Final Dividend for 2024 set forth in item Five of the agenda, together with the execution of the Capital Increase that is submitted to the approval of the General Shareholders' Meeting under item Six of the agenda.

(b) The second execution, which is expected to take place in December 2025 (the "**Second Execution**", together with the First Execution, the "**Executions**" and each of the Executions, interchangeably, an "**Execution**"), shall be carried out through the payment of the 2025 Interim Dividend that shall be agreed upon, where appropriate, by the Board of Directors in accordance with the provisions of section 2.2 below, together with the execution of the Capital Increase that is submitted to the approval of the General Shareholders' Meeting under item Seven of the agenda.

The Final Dividend and the 2025 Interim Dividend shall be referred to jointly as the "**Dividends**" and, each of them, interchangeably, as a "**Dividend**".

In the context of each of the Executions, and in accordance with the provisions of the following sections, the Company's Board of Directors (or the body delegated to) shall determine the final amount of each of the Dividend Payments and of each of the Capital Increases, resulting from the choices made by the shareholders, who may choose to receive their remuneration in cash, through the delivery of new shares or through the transfer on the market of their free allocation rights, as further explained below.

Each of the Executions may be carried out, within the year following the date of adoption of the resolutions included in items Six and Seven of the agenda, by the Board of Directors (with general powers of substitution) at its exclusive discretion, and in consideration of the legal and financial conditions at the time of each of the Executions, to offer to the Company's shareholders a flexible and efficient remuneration formula. Consequently, the Board of Directors does not have to obtain the approval of the General Shareholders' Meeting again.

2. Dividend amount

2.1. Gross amount per share to be paid to shareholders as a Final Dividend in the First Execution

The gross amount to be paid to shareholders, as a Final Dividend for each Company share, entitled to receive it shall be determined in the context of the First Execution by the Board of Directors (with general powers of substitution), subject to the terms and conditions established in item Six of the agenda and in this section.

During the Common Choice Period (as defined in section 4.2) corresponding to the First Execution, the Company's shareholders may choose to receive the Final Dividend with respect to all or part of the shares of which they are holders and that are outstanding on the corresponding date according to the terms established by the Board of Directors (with general powers of substitution) and in accordance with the securities clearing and settlement rules that are applicable at all times. In the event that they expressly choose to receive the Final Dividend with respect to all or part of their shares, the shareholders shall automatically and irrevocably renounce the free allocation rights corresponding to said shares.

After the Common Choice Period corresponding to the First Execution, the Board of Directors (with general powers of substitution) shall determine the aggregate gross amount in euros corresponding to the Dividend Payment of the First Execution (equivalent to the final amount of the Final Dividend) and pay it through the entities participating in IBERCLEAR. To this end, the Board of Directors is empowered (with general powers of substitution) to set the specific date on which the Dividend Payment must occur, designate the entity that must act as payment agent and carry out other necessary or appropriate actions for the successful completion of the Dividend Payment. Likewise, after calculating the aforementioned aggregate gross amount corresponding to the Dividend Payment of the First Execution, the Board of Directors (with general powers of substitution) shall, where appropriate, void the agreement to pay the Final Dividend with respect to the amounts that have not been paid to the shareholders because they have chosen, expressly or tacitly, to receive the new fully paid-up Company shares or for having sold their free allocation rights on the market to third parties.

Once the aggregate gross amount of the Final Dividend has been calculated, the total aggregate amount paid as dividend shall be determined with a charge to the profits of the year ended 31 December 2024 and, where applicable, to voluntary reserves in accordance to the provisions of item Five of the agenda. In view of the aforementioned amount, the amount of the total distribution base that shall be allocated to voluntary reserves shall be specified, and the consequent proposal for appropriation of earnings and payment of the dividend corresponding to fiscal year 2024.

Section 4.1 below includes the formula for calculating the gross amount per share corresponding to the Final Dividend.

2.2. Gross amount per share to be paid to shareholders as an interim dividend in the Second Execution

The gross amount to be paid as 2025 Interim Dividend for each Company share with the right to receive it shall be that which, where applicable, is determined by the Board of Directors by virtue of the corresponding resolution, which shall be adopted prior to 31 December 2025, and which shall be subject in all cases to verification of compliance with Article 277 of the Corporate Enterprises Act.

During the Common Choice Period corresponding to the Second Execution, the Company's shareholders may choose to receive the 2025 Interim Dividend with respect to all or part of the shares of which they are holders and that are outstanding on the corresponding date according to the terms established by the Board of Directors (with general powers of substitution) and in accordance with the securities clearing and settlement rules that are applicable at all times. In the event that they choose to receive the 2025 Interim Dividend with respect to all or part of their shares, the shareholders shall automatically and irrevocably renounce the free allocation rights corresponding to said shares.

After the Common Choice Period corresponding to the Second Execution, the Board of Directors (with general powers of substitution) shall determine the aggregate gross amount in euros corresponding to the Dividend Payment of the Second Execution and pay it through the entities participants in IBERCLEAR. The Board of Directors (with general powers of substitution) shall set the specific date for Dividend Payment, designate the entity that must act as payment agent and carry out other necessary or

appropriate actions for the successful fulfilment of the Dividend Payment. Likewise, after calculating the aforementioned aggregate gross amount corresponding to the Dividend Payment of the Second Execution, the Board of Directors (with general powers of substitution) shall, where appropriate, void the agreement to pay the 2025 Interim Dividend with respect to the amounts that have not been paid to the shareholders because they have chosen to receive the new fully paid-up Company shares or for having sold their free allocation rights on the market to third parties.

Section 4.1 below includes the formula for calculating the gross amount per share corresponding to the 2025 Interim Dividend.

3. Purchase commitment under the Second Execution

In the event that, within the framework of the Second Execution, the requirements of Article 277 of the Corporate Enterprises Act for the payment of the 2025 Interim Dividend were not met (the "**Requirements**") – a circumstance that, in any case, shall be reported to the market – the Company shall assume the irrevocable commitment to acquire the free allocation rights derived from the second Capital Increase at a fixed price guaranteed under the terms and conditions set forth below (the "**Purchase Commitment**" and the "**Fixed Purchase Price**", respectively). In this case, shareholders shall be able to monetize their free allocation rights by transferring them to the Company at the Fixed Purchase Price and thus receive a cash amount equivalent to that which the Company would have paid as 2025 Interim Dividend.

The Fixed Purchase Price shall be calculated following the formula used to determine the gross amount per share of the 2025 Interim Dividend (see section 4.1 below), so that the amount that shareholders who choose this option would receive would be equivalent to the amount they would have received if it had been possible to pay the 2025 Interim Dividend. The Fixed Purchase Price shall be calculated before the trading period for the free allocation rights of the second Capital Increase opens, and shall be published as soon as it has been established.

The purpose of the Purchase Commitment assumed by the Company shall be the free allocation rights received by those listed in the accounting records of IBERCLEAR on the applicable date in accordance with the securities clearing and settlement rules that are applicable at any given time. The free allocation rights acquired on the market during the trading period established for this purpose by the Board of Directors (or by the body delegated to) shall not entitle the buyers to exercise the Purchase Commitment nor, therefore, to receive the Fixed Purchase Price. Therefore, the new holders of these rights shall only be able to monetize their investment by selling it on the market during the aforementioned trading period. Alternatively, they may choose to receive the new fully paid-up shares to which they are entitled at the end of the trading period mentioned above.

The Purchase Commitment shall be in force and may be accepted during the period determined therefor by the Board of Directors (with general powers of substitution), which in any case must fall within the trading period for the free allocation rights.

In relation to the foregoing, the Company is authorised to acquire such free allocation rights, with the maximum limit of the total rights that are issued in relation to the second Capital Increase, and must comply in all cases with the applicable legal requirements.

The acquisition by the Company of the free allocation rights as a consequence of the Purchase Commitment shall be carried out with a charge to the reserves provided for in Article 303(1) of the Corporate Enterprises Act.

The Company shall renounce the new shares that correspond to the free allocation rights it has acquired by applying the Purchase Commitment. In such case, in accordance with the provisions of Article 311 of the Corporate Enterprises Act, there shall be an incomplete allocation of the Capital Increase corresponding to the Second Execution, increasing the share capital exclusively by the amount corresponding to the free allocation rights in respect of which no waiver has occurred.

4. Common characteristics of Capital Increases

The amount of each of the Capital Increases shall be the result of multiplying: (a) the nominal value of each Company share, equivalent to 70 euro cents; by (b) the total determinable number of new Company shares that are issued, in accordance with the formula set forth in section 4.1 below, on the date of each of the Executions (the new shares of the Company issued on executing each of the Capital Increases shall be jointly referred to as the "**New Shares**", and each of them, individually, as a "**New Share**").

Both Capital Increases shall be carried out, where appropriate, through the issuance and availability on the market, on their respective Execution dates, of the New Shares, which shall be ordinary shares of 70 euro cents of nominal value each, of the same class and series as those currently outstanding, represented by book entries.

The Capital Increases shall be carried out entirely from the reserves provided for in Article 303(1) of the Corporate Enterprises Act. When executing each of the Capital Increases, the Board of Directors (with general powers of substitution) shall determine the reserves that shall be used and the amount of these in accordance with the balance sheet used as the basis for the operation.

The New Shares shall be issued at par, that is, for their nominal value of 70 euro cents, without an issue premium, and shall be allocated free of charge to the Company's shareholders who have opted for this remuneration alternative.

In accordance with the provisions of Article 311 of the Corporate Enterprises Act, the possibility of incomplete allocation of Capital Increases is provided for in the event that the Company, , any of the shareholders or a third party renounce all or part of the free allocation rights that they hold at the time of execution of each of the Capital Increases, therefore, in the event that said waiver occurs, the share capital shall be increased in the corresponding amount. For these purposes, those who have chosen to receive their remuneration in cash by collecting the Dividend in question, with respect to all or part of their shares, automatically and irrevocably renounce the free allocation rights corresponding to said shares, in the terms and conditions set forth herein.

4.1. New Shares to be issued in each of the Capital Increases

The maximum number of New Shares to be issued in each of the Capital Increases shall result from the following formula, rounding the result down to the next integer number:

NAN = NTAcc / Nº rights; where,

NAN = Maximum number of New Shares to be issued under the corresponding Capital Increase;

NTAcc = Number of outstanding Company shares on the date on which the Board of Directors (with general powers of substitution) agrees to carry out the corresponding Capital Increase;

Nº rights (i.e. number of free allocation rights necessary for the allocation of a New Share under the corresponding Capital Increase) = NTAcc / Provisional number of shares; and

Provisional number of shares = Option Amount / ListPri

For these purposes, "**Option Amount**" shall be the maximum reference market value of the corresponding Capital Increase that shall be set by the Board of Directors (with express powers of substitution) and which shall be, at most, the amount referred to in the Capital Increase resolution proposals that are submitted for approval by the General Shareholders' Meeting under items Six and Seven of the agenda.(i.e 82 and 72 million euros, respectively)

Likewise, " **ListPri**" shall be the arithmetic mean of the weighted average listing prices of the Company's shares on the Madrid, Barcelona, and Bilbao Stock Exchanges through the Spanish Stock Market Interconnection System (Continuous Market) of the five stock market sessions selected by the Board of Directors (or the body delegated to) to set the number of free allocation rights necessary for the assignment of a New Share in the corresponding Capital Increase, rounding the result off to the nearest thousandth of a euro.

The maximum number of new shares to be issued, as per this calculation, shall be rounded off to obtain an integer number of shares (rounding the result down to the next integer) and an integer conversion ratio of rights to shares (rounding the result up to the next integer). Additionally, and for these same purposes, the Company shall renounce the corresponding free allocation rights in accordance with section 4.2 below.

The gross amount per share of the Dividend in question or, in the event that the Requirements are not complied with in the Second Execution, the Fixed Purchase Price for the right of free allocation shall be result from applying the following formula, rounding the result off to the nearest thousandth of a euro:

Dividend (or, where applicable, Fixed Purchase Price) = ListPri / (Nº rights +1)

4.2. Free allocation rights

In each of the Capital Increases, each outstanding Company share on the date of Execution of the corresponding Capital Increase (NTAcc) shall grant a free allocation right.

The number of free allocation rights needed to receive one New Share in each of the Capital Increases shall be determined automatically according to the existing proportion between the number of outstanding Company shares on the date of Execution of the corresponding Capital Increase (NTAcc) and the provisional number of New Shares, calculated in accordance with the formula established in section 4.1 above.

Where the number of free allocation rights needed for the allocation of a New Share (Nº rights) multiplied by the number of New Shares to be issued (NAN) results in a number lower than the number of outstanding Company shares on the date of Execution of the corresponding Capital Increase (NTAcc), the Company shall renounce a number of free allocation rights equal to the difference between both figures, for the exclusive purpose of ensuring that the number of New Shares is an integer and not a fractional number.

The free allocation rights shall be assigned to those listed in the accounting records of IBERCLEAR on the applicable date in accordance with the securities clearing and settlement rules that are applicable at any given time.

The free allocation rights shall be transferable under the same conditions as the shares from which they are derived and may be traded on the market during the period determined by the Board of Directors (with general powers of substitution) when executing the Capital Increase, with a minimum of fifteen calendar days. During the aforementioned period, sufficient free allocation rights may be acquired on the market in the proportion necessary to receive New Shares. Notwithstanding the foregoing, the free allocation rights acquired on the market during the trading period established for this purpose shall not entitle the buyer to opt to receive the corresponding Dividend or, where appropriate, to exercise the Purchase Commitment nor, therefore, to receive the Fixed Purchase Price. Therefore, the new holders of these free allocation rights shall only be able to monetize their investment by selling it on the market during the aforementioned trading period. Alternatively, they may choose to receive the new fully paid-up shares to which they are entitled at the end of the trading period mentioned above.

Consequently, during the trading period for the free allocation rights and subject to the rest of the terms and conditions established by the Board of Directors (with general powers of substitution), the holders of free allocation rights may choose between:

(a) receiving their remuneration in New Shares, in which case, at the end of the trading period for the free allocation rights, the New Shares for each shareholder who has chosen this option shall be assigned in accordance with the terms and conditions of the execution of the Capital Increase concerned;

(b) transferring all or part of their free allocation rights on the market, in which case the consideration that the holders of free allocation rights receive for their sale shall depend on the conditions of the market in general and the trading price of the aforementioned rights in particular; or

(c) only during the Common Choice Period established by the Board of Directors (with general powers of substitution), receiving their remuneration in cash, by

collecting the corresponding Dividend (or, where applicable, by collecting the Fixed Purchase Price), for which the shareholders shall be required to make an express choice thereof. Shareholders may choose to receive their remuneration in cash for all or part of their shares.

In such an eventuality, those who choose to receive their remuneration in cash with respect to all or part of their shares automatically and irrevocably renounce the free allocation rights corresponding to said shares, and the possibility of transferring them on the market. To this end, the entities participating in IBERCLEAR shall block the aforementioned free allocation rights, which cannot be transmitted on the market and which shall automatically expire at the end of the trading period, and their holders shall not have the right to receive New Shares.

The "Common Choice Period" shall begin on the same day as the trading period for the free allocation rights, and the Board of Directors (with general powers of substitution) must establish the specific duration of the Common Choice Period, which in no case may exceed that of the aforementioned trading period.

Depending on their preferences and needs, the Company's shareholders may combine any of the alternatives mentioned in sections (a) to (c) above. In any case, the choice of one of the remuneration options automatically excludes the possibility of choosing any of the other two options with respect to the same shares, so the possibility of combination referred to above shall only be possible in relation to different groups of shares.

The Company shall not assume any responsibility as a result of the choices made by the holders of free allocation rights (nor for the absence of a choice, in the event that an express and valid notification is not received from said holders to receive the corresponding remuneration through the delivery of New Shares).

Furthermore, the only period for holders of free allocation rights to notify, to the entities where their rights are deposited, their preferences regarding remuneration options is the Common Choice Period, whether they hold institutional or minority rights. The Company shall not assume any responsibility for non-compliance with this period by the depositary entities (whether for not accepting notifications during part of the Common Choice Period or for accepting them once said period has elapsed, or for any other reason). Therefore, any claim about this matter must be filed by the shareholders or holders of free allocation rights to the depositary entity concerned.

4.3. Balance sheet for the operation and reserve against which the Capital Increases are carried out

The balance sheet used as the basis for the two Capital Increases refers to the year ended 31 December 2024, duly audited and submitted to the approval of this General Shareholders' Meeting under item One of the agenda.

The Capital Increases shall be carried out entirely from the reserves provided for in Article 303(1) of the Corporate Enterprises Act. When executing each of the Capital Increases, the Board of Directors (with general powers of substitution) shall determine the reserves that shall be used and the amount of these in accordance with the balance sheet used as the basis for the operation.

4.4. Representation of New Shares

The New Shares shall be represented by book entries, the accounting record of which is attributed to IBERCLEAR and its participating entities.

4.5. Rights of New Shares

The New Shares shall grant their holders the same voting and dividend rights as the ordinary outstanding Company shares, from the date on which the Capital Increase in question is declared subscribed and paid up.

4.6. Shares in deposit

Once the trading period for the free allocation rights in each of the Capital Increases has ended, the New Shares that could not have been assigned for reasons not attributable to the Company shall be kept in deposit at the disposal of those who prove legitimate ownership of the corresponding free allocation rights. After three years from the end date of each of the trading periods for free allocation rights, the New Shares issued under the corresponding Capital Increase that are still pending allocation may be sold by the Company in accordance with the provisions of Article 117(3) of the Corporate Enterprises Act, at the expense and risk of the interested parties. The liquid amount of the aforementioned sale shall be deposited with the Bank of Spain or in the General Deposit Fund available to interested parties.

4.7. Application for admission to trading

The Company shall request admission to trading of the New Shares that are issued in each of the Capital Increases on the Madrid, Barcelona and Bilbao Stock Exchanges, through the Spanish Stock Market Interconnection System (Continuous Market), shall carry out the necessary proceedings and actions, and shall present the required documents before the competent bodies for the admission to trading of the New Shares issued as a consequence of each of the agreed Capital Increases, expressly stating the submission of the Company to applicable existing or future rules and, especially, on the arrangement, permanence and exclusion from official trading.

In the event that the exclusion of the Company's shares from trading is requested at a later date, this shall be adopted with the same formalities that are applicable and, in such a case, the interest of the shareholders who oppose (or do not vote for) the exclusion agreement shall be guaranteed, complying with the requirements provided for in the legislation in force at that time.

5. Implementation of the “Viscofan Flexible Remuneration” optional dividend system. Executions.

Within a period of one year from the date of approval of this resolution, the Board of Directors (with general powers of substitution) may indicate the date on which each Execution must be carried out and establish its conditions in everything not provided for in this resolution (including, in particular, the Option Amount corresponding to each of the Executions and to the Final Dividend).

Likewise, before 31 December 2025, the Board of Directors is expected to determine, pursuant to the provisions of Article 277 of the Corporate Enterprises Act,

the 2025 Interim Dividend that shall be paid on the occasion of the Second Execution, as well as the rest of the conditions applicable to the 2025 Interim Dividend. To this end, and in accordance with the provisions of Article 161 of the Corporate Enterprises Act, the General Shareholders' Meeting hereby instructs the Board of Directors so that, in the event that the Requirements are met, it approves the payment of the 2025 Interim Dividend and establishes the terms and conditions applicable to the corresponding Dividend Payment, all with the purpose of implementing the Second Execution.

Notwithstanding the foregoing, if the Board of Directors (with general powers of substitution) does not consider it appropriate to carry out, in whole or in part, one or both Executions within the indicated period, it may refrain from doing so, and must report this situation at the next General Shareholders' Meeting.

In particular, the Board of Directors (with general powers of substitution) shall analyse and take consideration of the market conditions, the conditions of the Company itself or those arising from any fact or event with social or economic significance for the Company. In its opinion, if these or other elements advise against carrying out one or both Executions, the Board may refrain from doing so. Further, the resolutions of this General Shareholders' Meeting with regard to the Final Dividend and the Capital Increases shall be null and void if, within a period of one year from their approval, the Board of Directors (or the body delegated to) does not exercise the powers delegated to it or, in the case of the Second Execution, does not approve the payment of the 2025 Interim Dividend, nor execute the Purchase Commitment.

Once the trading period for the free allocation rights corresponding to each of the Capital Increases has ended, the following shall apply:

(a) The New Shares shall be assigned to those who, in accordance with the accounting records of IBERCLEAR and its participating entities, were holders of free allocation rights in the proportion resulting from section 4 above because they did not waive them in the terms provided above.

(b) The trading period for the free allocation rights shall be declared closed and the accounts charged for the Capital Increase shall be formally applied, in the appropriate amount, and the amount shall be paid up with said application.

(c) The Company shall pay the Final Dividend or the 2025 Interim Dividend (or, in the event that the Requirements have not been met under the Second Execution, the Fixed Purchase Price), as appropriate, to the shareholders who have expressly opted for this remuneration option, within the period and subject to the terms and conditions established for these purposes by the Board of Directors (with general powers of substitution), in accordance with the provisions of section 2 above.

Likewise, once each of the trading periods for the free allocation rights has ended, the Board of Directors (with general powers of substitution) shall take the corresponding resolutions to modify the Articles of Association to reflect the new figure of share capital and the number of shares resulting from the execution of the corresponding Capital Increase and the request for admission to trading of the resulting New Shares on the Madrid, Barcelona and Bilbao Stock Exchanges, through the Spanish Stock Exchange Interconnection System (Continuous Market).

6. Delegation to carry out each of the Executions

In particular, and by way of example only, the following powers are delegated to the Board of Directors, with general powers of substitution:

(a) To set the date on which each of the Executions must be carried out, in any case within a period of one year from the approval of this resolution and determine the specific calendar of each of the Executions.

(b) To set, with respect to each of the Executions, the Option Amount, the amount of the Final Dividend (in the case of the First Execution), the number of New Shares and the number of free allocation rights necessary for the allocation of a New Share, applying the rules established in this resolution.

(c) To determine the reserves, among those provided for in this resolution, against which each of the Capital Increases shall be executed.

(d) To designate the company or companies that act as agent entity and/or financial advisor for each of the Executions, and sign as many contracts and documents as necessary for this purpose. In particular, designate the entity that must act as payment agent in each of the Dividend Payments.

(e) To set the duration of the trading periods for the free allocation rights corresponding to each of the Capital Increases.

(f) To establish, with respect to each of the Executions, the specific duration of the Common Choice Period and the terms and conditions under which shareholders can express their preferences regarding the receipt of their remuneration (in cash or New Shares).

(g) Once the Common Choice Period of each Execution has elapsed, determine the aggregate gross amount in euros corresponding to the Dividend Payment concerned and pay it through the entities participating in IBERCLEAR.

(h) To declare the Capital Increases closed and executed, establishing, for these purposes, the number of New Shares effectively assigned to each of them and, therefore, the amount by which the Company's share capital must be increased in accordance with the rules established by this General Shareholders' Meeting, and declare, if applicable, the incomplete allocation of each of the Capital Increases.

(i) To terminate the agreement to pay the corresponding Dividend with respect to the amounts that have not been paid to the shareholders because they have expressly chosen to receive the New Shares.

(j) For the First Execution, determine the total aggregate amount to be paid as dividend with a charge to the profits of the ended 31 December 2024 in accordance to the provisions of item Five of the agenda (i.e., the final amount of the Final Dividend) and, in view of the aforementioned amount, specify the amount of the total distribution base defined in the agenda's item that shall be allocated to voluntary reserves, and complete the consequent proposal for appropriation of earnings and payment of the dividend corresponding to fiscal year 2024.

(k) For the First Execution and in the event that the Board of Directors (with general powers of substitution) does not consider it advisable to carry out, in whole or in part, the First Execution within the indicated period, determine the total

aggregate amount that has been paid as a dividend charged to the profits of the year ended 31 December 2024 (which shall be equal to the total amount paid on account of the dividend corresponding to said year), specify the amount of the total distribution base established on said item on the agenda that shall be allocated to voluntary reserves, and complete the consequent proposal for appropriation of earnings and payment of the dividend corresponding to fiscal year 2024.

(l) To rephrase Article of the Articles of Association that establishes the share capital so that it reflects the capital figure and the number of outstanding shares resulting from the execution of the Capital Increase.

(m) To waive, where appropriate, and in each of the Capital Increases, free allocation rights to subscribe New Shares with the sole purpose of ensuring that the number of New Shares is an integer and not a fractional number.

(n) In the event that, under the Second Execution, the Purchase Commitment had to be executed due non-compliance with the Requirements for the payment of the 2025 Interim Dividend, determine the acquisition by the Company of the corresponding free allocation rights, set the period of time during which the Purchase Commitment shall be in force (within the limits established in the resolutions), fulfil the Purchase Commitment by paying the amounts corresponding to the shareholders who have accepted the aforementioned commitment, waive the free allocation rights of which the Company is the holder at the end of the trading period of the Second Execution as a consequence of the Purchase Commitment and, therefore, the New Shares that correspond to said rights, and take any other measures or actions needed to complete the execution of the Purchase Commitment.

(o) To carry out all the necessary procedures so that the New Shares are included in the accounting records of IBERCLEAR and admitted to trading on the Madrid, Barcelona and Bilbao Stock Exchanges, through the Spanish Stock Exchange Interconnection System (Continuous Market) after each Capital Increase.

(p) To carry out any appropriate or necessary actions to execute and formalize each of the Capital Increases before any public or private entities and organisations, Spanish or foreign, including declaration, supplement or correction of defects or omissions that could prevent or hinder the full effectiveness of the preceding resolutions.

(q) To approve and implement any mechanisms, technical or otherwise, that IBERCLEAR, as well as the entities participating in IBERCLEAR, consider necessary or appropriate for the purposes of making, where appropriate, the corresponding payment on account.

7. Example of calculation for the First Execution

For the sole purpose of making it easier to understand how to apply it, we include below an example of calculation, in the case of the First Execution, of the maximum number of new shares to be issued in the increase in share capital that is submitted for approval of the General Shareholders' Meeting under item Six of the agenda, the maximum nominal amount of the aforementioned increase, the number of free

allocation rights necessary for the allocation of a new share and the Dividend (which, in this First Execution, would be the Final Dividend).

The results of these calculations are not representative of those that may occur in reality: in the case of the First Execution, these shall depend on several variables used in the formulas (essentially, the share price of the Company's share at that time –ListPri– and the Option Amount that the Board of Directors (with general powers of substitution) established as delegated by the General Shareholders' Meeting).

For the purposes of this example:

The Option Amount is 82.0 million euros.

The NTAcc is 46,500,000.

ListPri of 61.00 euros is assumed (for the sole purposes of this example, we have taken as reference the share price of the Company's shares at the closing date of the stock market session on 19 February 2025

Therefore:

Provisional number of shares = Option Amount / ListPri	82,000,000 / 60.30 = 1,359,867,3300 ≈ 1,359,867 shares (rounded down)
Nº rights = NTAcc / Provisional number of shares	46,500,000 / 1,359,867 = 34.194 ≈ 35 rights (rounded up)
NAN = NTAcc / Nº rights	46,500,000 / 35 = 1,328.571,428 ≈ 1.328.571 shares (rounded down)
Dividend = ListPri / (Nº rights + 1)	60.30 / (35 + 1) = 1.675 euros

Consequently:

(i) The maximum number of new shares to be issued in the First Execution would be 1,328,571

(ii) The maximum nominal amount of the share capital increase that is submitted for approval by the General Shareholders' Meeting under item Six of the agenda would amount to 929,999.70 euros (1,328,571 x 0.70 €)

(iii) 35 free allocation rights (or old shares) would be necessary for the allocation of one New Share[2].

[2] In this example, the Company would have to waive 15 free allocation rights.

(iv) The Final Dividend, in this example, would be equal to 1.675 gross euros per share.

Eight. - Authorisation for the reduction of share capital through the redemption of treasury shares in the context of the paid-up capital increases proposed under items Six and Seven above.

The General Shareholders' Meeting resolves to authorise the Board of Directors so that, when appropriate, it may reduce the share capital of the Company through the redemption of the Company's treasury shares for a maximum nominal amount equal to the nominal amount for which the Capital Increases approved under items Six and Seven of the agenda (the "**Capital Reduction**") are actually executed.

Further, the General Shareholders' Meeting agrees to delegate to the Board of Directors, with general powers of substitution, the necessary powers to proceed with the execution of this resolution in two tranches immediately, prior to each of the Executions of the capital increase resolutions, as approved in items Six and Seven of the agenda. The Board of Directors may determine those matters that have not been expressly established in this resolution or that are a consequence thereof. In particular, the following powers are delegated to the Board of Directors, with general powers of substitution, which may be exercised in both executions of the Capital Reduction in accordance with the provisions above:

(a) To declare the agreed Capital Reduction closed and executed, establishing, for these purposes, the final number of shares that must be redeemed and, therefore, the amount by which the Company's share capital must be reduced in accordance with the terms established in this resolution.

(b) To establish the final amount of the Capital Reduction in accordance with the provisions of this resolution and establish any other precise circumstances to carry it out, including but not limited to the establishment of the available reserves account from which the reserve for redeemed capital shall be drawn, all in accordance with the aforementioned conditions.

(c) To rephrase Article 5 of the Articles of Association that establishes the share capital so that it reflects the share capital figure and the number of outstanding shares resulting from the execution of the Capital Reduction.

(d) To carry out the necessary proceedings and actions and present the necessary documents to the competent bodies so that, once the Company's shares have been redeemed and the deed corresponding to the Capital Reduction has been executed and filed with the Commercial Registry, the redeemed shares are excluded from trading on the Stock Exchanges of Madrid, Barcelona and Bilbao, through the Spanish Stock Exchange Interconnection System (Continuous Market), and the corresponding accounting records of IBERCLEAR are cancelled.

(e) To carry out any appropriate or necessary actions to execute and formalise the Capital Reduction before any public or private entities and organisations, Spanish or foreign, including declaration, supplement or correction of defects or omissions that could prevent or hinder the full effectiveness of the preceding resolutions.

Further, the Board of Directors is expressly authorised to delegate, under the provisions of Article 249 bis.l) of the Corporate Enterprises Act, the powers referred to in this resolution.

ITEM RELATING TO THE RE-ELECTION OF THE COMPANY'S STATUTORY AUDITOR:

Nine. - Re-election of PricewaterhouseCoopers Auditores, S.L. as auditor of the accounts of Viscofan and its consolidated Group (Viscofan Group) for 2025.

Re-elect as auditors of Viscofan, Sociedad Anónima and its consolidated group PricewaterhouseCoopers Auditores S.L., which shall audit the accounts for the 2025 financial year. To this end, the Board of Directors is empowered to enter into the corresponding contract with the aforementioned firm, with the clauses and conditions it deems appropriate, and is also empowered to make the relevant amendments to it, in accordance with the legislation in force at any given time. The Board of Directors is especially authorised to delegate this power to the director(s) it appoints.

In compliance with the provisions of Article 529 *quaterdecies*.4. d) of the Corporate Enterprises Act, the agreement is adopted at the proposal of the Board of Directors, which has endorsed the proposal presented by the Audit Committee for submission to the General Shareholders' Meeting.

It is noted that PricewaterhouseCoopers Auditores, S.L., has Company Tax ID Nº. (C.I.F.) B-79031290 and its registered office in Madrid, Paseo de la Castellana, nº 259 B, 28046 Madrid. It is registered in the Madrid Companies Register, sheet 87,250-1, folio 75, volume 9,267, book 8,054, section 3, and in the Official Register of Auditors under number S0242.

ITEM REGARDING REMUNERATION FOR MEMBERS OF THE BOARD OF DIRECTORS AND A LONG-TERM VARIABLE REMUNERATION SYSTEM.

Tenth - Advisory vote on the Annual Report on Directors' Remuneration corresponding to 2024.

Advisory vote on the Annual Report on Directors' Remuneration for 2024, the full text of which was made available to shareholders along with the rest of the documentation relating to the General Shareholders' Meeting from the date of its call.

Eleven. – Approval of a multi-year incentive for the CEO, Executives and other key personnel for 2025-2027. Delegation of powers to the Board of Directors so it can develop and implement resolutions.

Approval for the CEO, directors and other key personnel of the Viscofan Group (comprising the Company, as the parent company, in the sense established by law,

and its subsidiaries) of a Long-Term Incentive Plan for the period 2025-2027 (hereinafter, the "Plan") with the following characteristics and conditions:

1. Objective and description of the Plan

Purpose.- The Plan is established to reward the achievement of Viscofan Group's strategic objectives in the long term, the sustainability of the results and the creation of sustainable value for the shareholder.

Description of the Plan.- The Plan consists of an extraordinary, multi-year and mixed incentive, with an initial theoretical allocation of Company shares and an amount in cash, with a measurement period of three (3) years, which may give rise, after the application of certain coefficients according to the degree of achievement of the Plan's objectives, to the effective delivery of a number of Viscofan shares and to the payment of an amount in cash, on the scheduled payment date.

Depending on the professional level of the beneficiary, different percentages of shares and cash payments are assigned, with 70 per cent in shares and 30 per cent in cash for the Chief Executive Officer and 26 beneficiary executives, 70% are in share and for the rest of the beneficiaries, the allocation is 40 per cent in shares and 60 per cent in cash.

The scale of compliance includes a minimum threshold below which no incentive is paid, a Target Incentive level (for 100% compliance) and a Maximum Incentive level when objectives are exceeded, in the terms envisaged in the current Directors' Remuneration Policy, which is detailed in section 5 above. For intermediate levels, the scale or degree of compliance is determined through lineal interpolation.

2. Beneficiaries

The Plan is intended for people who, due to their level of responsibility or their position within the Viscofan Group, decisively contribute to the attainment of the Viscofan Group's strategic objectives. Specifically, the beneficiaries are:

(i) The CEO

(ii) senior executives of the Company and subsidiaries,

(iii) other directors and employees of Viscofan and subsidiaries.

The Plan has 140 beneficiaries, although due to new starters or to mobility or changes in professional levels, the number of beneficiaries may increase to

approximately 160, with respect to the Plan's economic limits established in section 4.

3. Duration

The Plan has a Measurement Period of three years, from 1 January 2025 to 31 December 2027 ("Measurement Period").

The Plan will be paid within one month of the approval by the Company's Ordinary General Shareholders' Meeting of the financial statements for 2027 ("Settlement Date"), i.e., within the first half of 2028. To be entitled to the Plan's benefits, the employee must remain at the Viscofan Group, except in the cases in which the end of the employment relationship was not attributable to the employee or in the event of a prior breach by the employer.

4. Limits and origin of the shares

The Plan has the following limits:

- With regard to the part to be paid in shares, the Plan provides for a maximum of 315,000[3] shares for all beneficiaries if the Target is achieved and of 472,500 shares if the Target is exceeded.

- With regard to the part to be paid in cash, the Plan provides for a maximum of €15 million for all beneficiaries if the Target is achieved and of €22.5 million if the Target is exceeded.

Considering the share price taken as a reference at the beginning of the Measurement Period (60.61 euros, in accordance with section 5 below), the value of the Plan in the case of the Target Incentive amounts to approximately €34 million[4].

The Plan's cost will be borne by the Company and by each Viscofan Group company, based on the inclusion in each of them of the Plan's beneficiaries.

When, for regulatory or similar reasons, the delivery of shares to beneficiaries not resident in Spain is too burdensome or expensive, it can be agreed to substitute their delivery for a cash equivalent at the payment date.

[3] Equivalent to approximately 0.68% of the share capital.

[4] The cost of the Plan will depend, among other aspects, on the valuation of the shares in line with the accounting rules and the degree of attainment of the objectives of the Plan.

The maximum amount and number of shares for the CEO, which will be submitted to the approval of the General Shareholders' Meeting, are as follows: a) Target Incentive (100% compliance with the objectives), a maximum of 27,718 shares and 720,012 euros in cash; b) In the event of a Maximum Incentive due to over-fulfilment, the incentive may reach a maximum of 41,577 shares and 1,080,018 euros.

In line with the price of €60.61 per share taken at the start of the Measurement Period (the average share price in December 2024) the Plan's total value for the Chief Executive Officer is €2,400,000 for the Target Incentive and €3,600,000 for the Maximum Incentive for over-fulfilment.

All of the shares to be delivered under the Plan will come from the Company's treasury stock. No minimum value of the assigned shares is guaranteed.

5. Plan metrics and objectives

The Plan must reflect the expected value creation during the Measurement Period, taking into account the Viscofan Group's strategy. Hence, it is proposed to maintain economic value and sustainability creation criteria in line with the most advanced standards in the area.

In accordance with the Remuneration Policy of the directors the following is distinguished:

(i) the Target Incentive, which is attained if all objectives set are met.

(ii) the Maximum Incentive (150% of the annualised Objective Target), which is attained in the event of maximum compliance with the pre-established targets.

a. Target Incentive

For the Target Incentive, three blocks of metrics are established to reflect value creation in the Measurement Period, taking into account the Viscofan Group's strategy.

(i) Creating value for shareholders (75% weighting of the Target Incentive)

We propose as one of the Plan's essential metrics Total Shareholder Return ("TSR"), which measures the return on investment for the shareholder as a sum of the variation in the share price in the Measurement Period, plus dividends and other similar items received during this period.

The average listed price of the share in December 2024, i.e., €60.61 per share, is taken as the initial reference. To calculate the performance of TSR at the

end of the period, the average listed price of the share in December 2027 will also be considered.

In accordance with these benchmark values, a minimum level of fulfilment is established for receiving the 3-year Bonus of 4.5% of the Compound Annual Growth Rate (CAGR) and 7% of the CAGR as a Target Incentive, in line with the Company's historical average. The metrics of the new proposed Plan are slightly more demanding than in the previous three-year plans (from 4% to 6.5% CAGR). Minimum achievement entails achieving 30% of the weighting of the target and the maximum of 100%.

(ii) Creating sustainable environmental value. Reduction of CO2 emissions (12.5% weighting of the Target Incentive)

On 19 December 2024, the Board of Directors approved the Viscofan Group's Net Zero Plan, which includes a firm commitment to the decarbonisation of processes. Accordingly, and in line with this plan, a reduction of CO2 emissions in scope 1 and 2 of between 2.6% and 3.3% of annual CAGR is proposed as a target for all the companies that make up the Group by 31 December 2024. A reference value of 403 thousand tonnes of CO2 annualised to December 2024 is used. The minimum achievement is 30% of the weighting of this target and the maximum is 100%.

(iii) Creating sustainable social value. Reducing the accident rate (12.5% weighting of the Target Incentive)

In the materiality assessment carried out by the Viscofan Group, the safety of people at work has once again been highlighted as a priority and a particularly critical area. In line with this analysis, a target is proposed to reduce the average severity rate (the number of days lost per 1000 working hours) in the Measurement Period by between 10% and 13% CAGR per annum compared to the average severity rate for the period 2022-2024, which came to 0,217. Minimum achievement entails achieving 30% of the weighting of the target and the maximum of 100%.

b. Maximum Incentive for exceeding objectives (up to an additional 50% of the Target Incentive)

For the accrual and recognition of this additional 50% of the Target Incentive, an exceptional performance of the TSR is demanded, obtained from the absolute viewpoint and from another, relative, that is, comparing the Company's TSR with the performance of a reference group.

i. Creation of historical absolute value for shareholders (35% of the Target

Incentive)

If an absolute TSR is obtained between 7% (minimum value) and 10% (maximum), values that correspond to a return in exceptional periods of greater value creation for the Company.

ii. Creation of value exceeding other companies of reference (15% of the Target Incentive)

To measure this objective, the proposal is to use the relative TSR, in which the Company must perform better than the average of a reference group.

This benchmark group will be composed of the seven non-financial Ibex 35 companies with a market capitalisation at the close of December 2024, as a benchmark of small & medium caps with a capitalisation that is similar to Viscofan, and [5]seven other benchmark companies in the speciality ingredients and casing market[6].

If Viscofan's TSR is in the 50th percentile, over-fulfilment starts to accrue, with the maximum achievement being the 100th percentile.

6. Performance measurement and Plan modifications

As a condition for payment from the Plan, following a report from the Appointments, Remuneration and Sustainability Committee, the Board of Directors of Viscofan, S.A. must have ratified the degree to which the parameters and magnitudes are met.

Under the Directors' Remuneration Policy, Executive Directors who are beneficiaries of the Plan (including the CEO) may not transfer the shares delivered for a period of three (3) years, unless they hold, directly or indirectly, a number of shares equivalent to twice their fixed annual remuneration. For the senior managers that are beneficiaries of the Plan, the retainment period will be two (2) years and for the rest of beneficiaries one (1), unless they directly or indirectly hold a number of shares equivalent to twice their fixed annual remuneration.

The provisions of the current Director Remuneration policy will also apply to all beneficiaries for the ex-post control of variable remuneration ("Clawback").

7. Implementation of the Plan. Delegation to the Board of Directors

In relation to the Plan's implementation, it is also submitted for the approval of the General Shareholders' Meeting, to delegate to the Board of Directors, with general powers of substitution, the necessary powers to implement, develop, formalise, execute and settle the Plan, adopting as many agreements and signing as many documents, public or private, as may be necessary or appropriate for its full effect,

[5] Solaria, Acerinox, Sacyr, Grifols, Enagás, Rovi and Colonial.
[6] DSM-Firmenich, IFF, Kerry, Ingredion, Symrise, AAK and Tate & Lyle

with the power to even correct, rectify, modify or complement this agreement. In particular, and by way of example only, the following powers are delegated to the Board of Directors, with general powers of substitution:

(a) To designate the beneficiaries of the Plan, either at the time of its establishment or subsequently, and to determine their allocations of "theoretical shares", as well as to revoke, where appropriate, the designations and allocations previously made.
(b) To set the terms and conditions of the Plan in all matters not provided for in this agreement, within the framework of the contracts in force with the executive directors, senior managers and other beneficiaries.
(c) To formalise and implement the Plan in the manner it considers appropriate, carrying out all the necessary actions for its proper execution.
(d) Draft, sign and submit any communications and documents, public or private, that may be necessary or appropriate before any public or private body for the implementation and execution of the Plan.
(e) Carry out any action, declaration or procedure before any public or private body, entity or registry to obtain any authorisation or verification necessary for the implementation and execution of the Plan.
(f) To designate, where appropriate, the bank or banks that should provide their services to the Company in relation to the formalisation and administration of the Plan and to negotiate, agree and sign the corresponding contracts with the bank or banks selected in this manner, as well as those other contracts or agreements that are appropriate with any other entities and, if applicable, with the beneficiaries, for the implementation and execution of the Plan, under the terms and conditions it deems appropriate.
(g) Evaluate the level of performance in relation to the parameters to which the Plan is linked and proceed to its settlement.
(h) In general, to carry out as many actions and sign as many documents as necessary or appropriate for the validity, effectiveness, implementation, development, execution, settlement and success of the Plan. The Board of Directors is expressly authorised to delegate, under the provisions of article 249.2 of the Corporate Enterprises Act,
the powers referred to in this resolution.

ITEM REGARDING THE DELEGATION OF POWERS TO FORMALISE AND EXECUTE THE RESOLUTIONS CARRIED:

Twelfth. - Delegation of powers to formalise and execute all the resolutions carried by the General Shareholders' Meeting so that they may be recorded in public instruments, including powers to interpret, correct, apply, supplement or enact through to their filing in the pertinent registries.

Notwithstanding the aforementioned delegations, the Board of Directors is delegated, with express powers to replace any of its members, the powers required to correct, develop and execute, at the time it deems appropriate, each of the resolutions adopted by the General Shareholders' Meeting.

Likewise, the Board of Directors is empowered to determine all other circumstances that may be necessary in relation to them, adopting and executing the necessary resolutions, publishing the announcements and providing the guarantees that are relevant for the purposes provided for by Law, as well as formalising the necessary documents and complying with any procedures that may be appropriate, proceeding to comply with any requirements that may be necessary in accordance with the Law for the fullest implementation of what has been agreed by the General Shareholders' Meeting.

Additionally, it is resolved to authorise Mr José Domingo de Ampuero y Osma, Chairman of the Board of Directors, Mr José Antonio Canales García, CEO and Mr José Antonio Cortajarena Manchado, Secretary to the Board of Directors, jointly and severally, to execute in a public deed any resolutions passed as necessary, and make a public filing of the financial statements, management reports, including the statement of non-financial information and sustainability information and audit reports of the Company and its consolidated group as well as the applications for registration required under the Law. They are authorised to grant for this purpose any public or private documents that are necessary or suitable (including those of clarification, total or partial rectification and correction of defects or errors) for more accurate fulfilment and for registration, even partial, of the same in the Commercial Register and in any other institution, registry or body in which it is necessary or suitable, and to carry out the necessary procedures in relation to the same before the National Securities Market Commission and the governing bodies of the stock exchanges, and all with powers of correction, where appropriate.

In Tajonar (Navarre), 27 February 2025