

PROSPECTUS

SEAYA VENTURES III FONDO DE CAPITAL RIESGO, FCRE

November 2022

This prospectus contains the necessary information for the investor to make a well-founded judgement on the investment opportunity that is proposed and will be available to investors, in the registered office of the Management Company of the Fund. Notwithstanding the foregoing, the information contained in this prospectus may be changed in the future. This prospectus, duly updated, and the audited financial statements of the Fund, will be published when appropriate and in the manner established by law, and all such documents are registered with the Spanish Securities Market Commission (CNMV), where they are available for consultation. In accordance with Law 22/2014, of November 12, the responsibility of the content and veracity of the Management Regulations and the Prospectus relays exclusively to the Management Company, without verification of the content of the documents by the CNMV.

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CHAPTER I THE FUND

1. General data

1.1 Name and registered office of the Fund

The name of the fund will be SEAYA VENTURES III FONDO DE CAPITAL RIESGO, FCRE (hereinafter, the "**Fund**").

The registered office of the Fund will be the registered office of the Management Company at any time.

1.2 The Management Company

The management and representation of the Fund is vested in SEAYA CAPITAL GESTIÓN, SGEIC, S.A.U. a Spanish company established in accordance with Law 22/2014, of 12 November, regulating venture capital entities, other closed-ended collective investment entities and management companies for closed-end collective investment entities and their management companies in Spain and registered at the CNMV in the management companies for closed-end collective investment entities with number 97 and its registered office at calle Alcalá 54, 1º derecha, 28014 Madrid (the "**Management Company**").

The Management Company has the necessary means to manage the Fund, which has a closed-ended nature. However, the Management Company shall periodically review the organizational, personnel, materials and control resources in order to, where appropriate, provide itself with the additional resources as deemed necessary.

1.3 Service providers of the Fund

Auditor

Deloitte S.L.

Torre Picasso - Plaza Pablo Ruiz
Picasso 1, 28020 Madrid, Spain

Legal Advisor

King & Wood Mallesons, S.A.P.

Calle Goya, 6, 4ª planta,
28001, Madrid
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1.4 Mechanisms to cover the risks arising from professional liability of the Management Company

In order to cover the possible risks derived from the professional responsibility in relation with the activities that exercises, the Management Company has a professional responsibility insurance.

2. Legal scheme and applicable law

2.1 Legal scheme

The Fund is governed by the provisions of its management regulations attached as **Annex II** to this prospectus (hereinafter, the "**Regulations**"), the provisions of Law 22/2014, of 12 November, regulating venture capital entities, other closed-ended collective investment entities and management companies for closed-end collective investment entities (hereinafter, the "**LECR**"), the Regulation (EU) 2017/1991 of the European Parliament and of the Council, of 25 October 2017 amending Regulation

(EU) No 345/2013 on European venture capital funds and Regulation (EU) No 346/2013 on European social entrepreneurship funds (hereinafter, the “**REuVECA**”) and the provisions that develop or may develop it in the future.

2.2 Applicable law and jurisdiction

The Fund and the Management Regulations shall be governed by the Spanish law. Any capitalised terms which have not been defined in this prospectus, will have the meaning ascribed to them in the Regulations.

The parties agree to waive the application of any other jurisdiction to which the parties may be entitled, and any disputes which may arise out of or in connection with the execution, application or interpretation of the Regulations, or related with it directly or indirectly with the Management Company and any other Investor or between the actual Investors, will be resolved by legal arbitrage (*arbitraje en Derecho*), under the protection of the Spanish Act of Arbitrage (“*Ley 60/2003, de 23 de diciembre de arbitraje*”), in force from time to time, settled by three arbitrators appointed in accordance with the rules of arbitration of the Civil and Commercial Arbitration Court (CIMA), to which the administration of arbitrage is entrusted, and whose arbitral award the parties compromise to fulfil. The place of the arbitration shall be Madrid and the language English.

2.3 Consequences of investing in the Fund

The Investor should be aware that its participation in the Fund involves significant risks and should consider whether an investment is appropriate to its profile as Investor. Before the subscription of the relevant Investment Commitment in the Fund (hereinafter the “**Subscription Agreement**”), Investors must accept and understand the risk factors listed in **Annex I** of this prospectus. Therefore, Investors shall have the financial capacity and the willingness to take risks and lack of liquidity associated with the investment in the Fund.

The Investment Commitment in the Fund will be binding from the moment that the Investor submits to the Management Company a copy of the Subscription Agreement signed and the Management Company registers the Investor in the relevant register of investors, and confirms such registration by sending the Investor a copy of the Subscription Agreement duly signed.

3. Procedure and conditions for the issuance and disposal of Quotas

The subscription and drawdown of Quotas regime shall be governed by the provisions of Article 17 of the Regulations.

3.1 Subscription period of the Quotas of the Fund

From the First Closing Date until the Final Closing Date (the “**Subscription Period**”), the Management Company may accept additional Investment Commitments either from new Investors or from existing Investors (in which case said Investors shall be treated as Subsequent Investors only in relation to their additional Investment Commitments, and only to the extent that, as a result of those additional Investment Commitments, their respective percentages of the Total Commitments of the Fund have increased). The amount resulting from the sum of all Investment Commitments of all the Investors at any point in time. (hereinafter, the “**Total Commitments**”).

Once the Subscription Period has ended, the Fund will be closed-ended, no transfers of Quotas to third parties (that is, Persons who prior to the transfer are not an Investor or an Investor's Connected Person or Affiliate), or issuances of new Quotas to third parties, are contemplated.

3.2 Subscription and drawdown of Quotas regime

On the date the Fund is formed and/or on each of the subsequent closings that take place during the Subscription Period, each Investor that has been admitted to the Fund and has signed its respective Subscription Agreement, shall subscribe and drawdown the Quotas according to the procedure established by the Management Company in the Drawdown Notice, according to their Investment Commitment.

At any time during the term of the Fund, no single Investor or Coinvestor shall subscribe, hold or control, directly or indirectly, individually or jointly with their Affiliates and/or Connected Persons, more than fifty (50) per cent of the Total Commitments, and/or more than fifty (50) per cent of the Parallel Funds' Total Commitments, and/or more than fifty (50) per cent of the voting rights in any body of the Parallel Funds.

The minimum Investment Commitments of an Investor to the Fund, subject to the Management Company's discretion, will be one (1) million euros for investors in the Previous Funds and for all other Investors, the minimum Investment Commitments shall be two (2) million euros, although the Management Company may also accept subscriptions for Investment Commitments of less than this amount at its discretion.

The Key Executives, the Management Company, the Management Team Members, the members of the Board of Directors of the Management Company and/or any of their Affiliates will subscribe and maintain, in aggregate, an Investment Commitment equal to, at least, two point five (2.5) per cent of the Parallel Funds Total Commitments.

4. Quotas

4.1 General characteristics and form of representation of Quotas

The Fund is a pool of assets divided into a single class of Quotas, which vest in their holders a property right on the terms regulated by law and contract and, in particular, as established in Article 4.2 of this Prospectus.

The subscription of an Investment Commitment by each of the Investors in the Fund shall imply the obligation to comply with the Regulations by which the Fund is governed and, in particular, the obligation to subscribe the Quotas and drawdown the Investment Commitments on the terms and conditions herein established.

The Quotas shall be considered to be negotiable securities and may be represented by no par value registered certificates which may document one or more Quotas, and whose issue Investors shall have a right to.

4.2 Economic rights of the Quotas

Quotas confer to their holders an ownership right to the assets of the Fund pro rata to their stake therein and subject to the Rules of Priority for Distributions described in Article 16.2 of the Regulations ("**Rules of Priority for Distributions**").

Additionally, the Management Company will receive, as Variable Management Fee, the percentages described in Article 16.2 (c) and (d) (ii) of the Regulations.

4.3 Profit distribution policy

The Fund's policy is to make Distributions to the Investors as soon as possible following a divestment or the receipt of income for other reasons, and no later than thirty (30) days following the receipt of such amounts by the Fund.

Notwithstanding the above, the Management Company shall not be required to make Distributions in the above period in the following circumstances:

- (a) when the amounts to be distributed to the Fund's Investors are not significant in the judgment of the Management Company (for these purposes aggregate amounts of less than five hundred thousand (500,000) euros shall not be considered significant), in which case such amounts shall be accumulated in order to be distributed when the Management Company decides or to be offset against future expenses the Fund has to meet including, but not limited to, the Fixed Management Fee (and in any case on a quarterly basis);
- (b) when the amounts awaiting Distribution may be the object of reinvestment in accordance with the provisions of the Regulations;
- (c) when it refers to Distributions derived from divestments (dividends or other returns from Portfolio Companies) that take place before the end of the Subscription Period; and
- (d) when, in the judgment of the Management Company, the making of the relevant Distribution may be to the detriment of the Fund's financial position, affect its solvency or viability, or the Fund's capacity to meet its obligations or potential or scheduled contingencies.

Distributions to be made by the Fund will be made in accordance with the Rules of Priority for Distributions.

Distributions will be normally made in the form of: (i) redemption of Quotas; (ii) payment of the earnings or reserves of the Fund; or (iii) return of the contributions through the reduction of the value of the Quotas of the Fund.

5. Valuation procedures and criteria of the Fund

5.1 Net asset value of the Quotas

The Management Company shall calculate the net asset value of the Quotas in accordance with article 31.4 of the LECR and Circular 04/2015 of 28 October of the CNMV relating to accounting rules, annual accounts and information statements of private equity entities.

The net asset value will be calculated: (i) once the Subscription Period has terminated; (ii) on at least a half-yearly basis; (iii) whenever a Distribution is made; and (iv) when potential repayments of Quotas arise.

Quotas will have an initial subscription value of ten (10) euros at the Pre-Closing Date. Subscription of Quotas after the Pre-Closing Date shall be made, either (i) for a value of ten (10) euros, or (ii) for a subscription value determined by virtue of the

Distributions made by means of the reduction of the Quotas, such that all Quotas have the same subscription value at any one time.

5.2 Criteria for the determination and distribution of profits

Profits of the Fund will be determined in accordance with the accounting principles and valuation criteria established in the Circular 04/2015 dated 28 October from the CNMV about the accounting rules and private information reports of private equity entities or any laws that substitute these in the future.

The profits of the Fund will be distributed in accordance with the general distributions policy set out in Article 21 and the applicable legislation.

5.3 Criteria for the valuation of the investments of the Fund

Value shall mean, in relation to an investment, the value reasonably determined by the Management Company at its discretion, in accordance with the valuation principles issued or recommended by Invest Europe, in force from time to time.

6. Risk, liquidity and conflicts of interest management procedures

The Management Company will establish appropriate systems of risk management to appropriately identify, measure, manage and monitor all the relevant risks of the investment strategy of the Fund and those which it is or may be exposed.

The Management Company will also establish an appropriate liquidity management system and will adopt procedures which enable it to monitor the liquidity risk of the Fund, in order to ensure that it can meet its current and future obligations regarding the level of leverage it may have incurred.

Finally, the Management Company will have and will implement effective administrative procedures and organisations to detect, prevent, manage and monitor the conflicts of interest that may arise, in order to avoid to adversely affect the interests of the Fund and its Investors.

CHAPTER II INVESTMENT POLICY AND STRATEGY

7. Investment Policy of the Fund

7.1 Description of the investment policy and strategy of the Fund

The Management Company shall carry out the management and negotiations concerning the acquisition and disposal of assets in accordance with the Investment Policy.

In any case, the Fund's Investments are subject to the limitations stated in the LECR, the REuVECA and other applicable regulations.

7.2 Place of establishment of the Fund

For the appropriate purposes, it should be understood that the registered office of the Fund is the registered office that the Management Company has at any time.

7.3 Class of assets and investment strategy of the Fund

The Fund will invest in SMEs and, particularly, in SMEs for which the technology is a fundamental part of their business model and their strategic development.

Such SMEs shall, at the time of the first investment, shall comply with one of the following conditions:

- (a) that it has not been admitted to trading on a regulated market or on a multilateral trading facility;
- (b) that such SME is listed on an SME growth market.

The companies will have a product or technology that has already been developed, with a clear business model and an operating business team. The Fund will principally invest in companies that are in a state of expansion and in consolidated companies with high potential for growth. The Fund will typically invest in companies that have had at least one round of previous financing. The aim of the Fund's investment shall be to support the growth of the company both geographically and in terms of its lines of business.

Investments will be above five hundred (500) thousand euros, typically less than (i) seven (7) million euros, when the Fund makes the first investment; and (ii) ten (10) million euros in the share capital of non-quoted companies, already incorporated and mainly with less than 5 years of life.

The higher of: (i) sixty five (65) per cent of the amounts invested by the Fund; or (ii) an amount equal to 3.5 times the Investment Commitment of Fond ICO Global, FCR, shall be invested in SMEs which, at the time that the Fund makes its first investment in them, operate principally, have the centre of their effective management and administration, their registered office or their principal establishment or operation in Spain with an objective of internationalization as a key growth factor, either through the establishment of subsidiaries or branches or the increase of international sales compared to domestic sales, in a scenario of growth of both sales. Additionally, at least seventy five (75) per cent of the amounts invested by the Fund will be invested in SMEs established or operating in the European Union out of which, a majority shall be in Portfolio Companies in their Expansion and Growth Stage and the remaining percentage may be invested in SMEs based or active in the rest of the world (with main focus in Latin America).

The Parallel Funds shall invest an amount equal to at least two (2) times the Investment Commitment of the Institut Catalá de Finances effectively drawn down in Catalonia.

7.4 Investment restrictions

The Fund shall not directly or indirectly invest in (i) real estate assets or (ii) other private equity entities or into any collective investment scheme or pooled scheme, except for one investment for a maximum amount of €1,000,000 which, subject to the prior approval of the Supervisory Committee, may be invested in other private equity entities or into any collective investment scheme or pooled scheme other than Previous Funds and Successor Funds, in the best interests of the Fund.

The Fund shall not invest, guarantee or otherwise provide financial or other support, directly or indirectly, to companies or other entities:

- (a) whose business activity consists of an illegal economic activity (i.e. any production, trade or other activity, which is illegal under the laws or regulations applicable to any of the Parallel Fund or the relevant company

or entity, including without limitation, human cloning for reproduction purposes); or

- (b) which substantially focus on:
 - (i) the production of and trade in tobacco and distilled alcoholic beverages and related products;
 - (ii) the financing of the production of and trade in weapons and ammunition of any kind it being understood that this restriction does not apply to the extent such activities are part of or accessory to explicit European Union policies;
 - (iii) casinos and equivalent enterprises;
 - (iv) the research, development or technical applications relating to electronic data programs or solutions, which:
 - (A) aim specifically at:
 - (I) supporting any activity referred to above;
 - (II) internet gambling and online casinos; or
 - (III) pornography, or
 - (B) are intended to enable to illegally:
 - (I) enter into electronic data networks; or
 - (II) download electronic data.

In addition, when providing support to the financing of the research, development or technical applications relating to (i) human cloning for research or therapeutic purposes or (ii) genetically modified organisms (GMOs), the Management Company and the Fund shall ensure the appropriate control of legal, regulatory and ethical issues linked to such human cloning for research or therapeutic purposes and/or GMOs.

Furthermore, and without limitation to the foregoing, the Parallel Funds will not target buy-out (or replacement capital) intended for asset stripping.

7.5 Diversification

The Fund will not invest more than fifteen (15) per cent of the Total Commitments in a single Portfolio Company and its Affiliates (including, for the avoidance of any doubt, any Follow-On Investments and Bridging Investment made in such Portfolio Company and/or its Affiliates).

Notwithstanding the above, said limit may be increased, for one Investment, to a maximum of twenty (20) percent of Total Commitments with the prior approval of the Supervisory Committee.

To the extent permitted by the Fund's participation in a Portfolio Company, the Management Company will seek for an active presence on the boards of directors and management of such Portfolio Company.

8. Investment strategy of the Fund

8.1 Participation in the shareholding of Portfolio Companies

The Fund is a pool of assets managed by the Management Company, whose principal corporate purpose consists of taking temporary stakes in the capital of non-financial enterprises and non-real property enterprises that, at the moment of taking the stake, do not trade on the primary market of the securities exchanges or on any other equivalent regulated market of the European Union or of OECD member countries, and that meet the requirements and criteria set forth in the Fund's Investment Policy that is established in the Regulations.

8.2 Financing to Portfolio Companies

The Fund may provide profit participating loans as well as other forms of financing, only (i) in favour of Portfolio Companies that form part of the principal purpose of the Fund; (ii) in preparation or in combination with an equity Investment; and (iii) provided that the aggregate sum of the outstanding principal provided by the Fund in accordance with the above, shall not exceed at any time, an amount equal to twenty (20) percent of Total Commitments.

For the purpose of the limitation set out in limb (iii) above, where lending structures (e.g. profit participating loans) are used by the Fund to make an investment carrying equity risk, such funding will be considered as equity irrespective of its legal form.

8.3 Investment of the Fund's cash

The amounts maintained as the Fund's cash such as the amounts drawn down from Investors prior to the execution of an Investment, or the amounts received by the Fund as a result of a divestment, allocation of dividends or any other kind of distribution until the time of Distribution to the Investors, shall be only invested in Short-Term Investments.

9. Third party financing

Without prejudice to the due compliance with the legal limits and requirements established at any time, in order to meet its purposes and when necessary to cover drawdowns, the Fund may take cash as a loan, credit, or incur debt in general, as well as grant guarantees, subject to the following conditions:

- (a) that the maturity period of the loan or credit does not exceed twelve (12) months; and
- (b) that the aggregate amount of the Fund's indebtedness and guarantees at any moment, does not exceed the lesser of (i) ten (10) per cent of the Total Commitments of the Fund, provided that such limit can be increased with the approval of the Supervisory Committee, up to a maximum of fifteen (15) per cent; and (ii) the Undrawn Commitments. For the avoidance of doubt, the Fund shall not take cash as a loan or credit from, or incur debt (as well as to grant guarantees if necessary) in relation with, any of the Management Company, the Key Executives, the Management Team Members and any of their respective Connected Persons and/or Affiliates;

- (c) the Fund's assets cannot secure any third party financing to the Fund except for: (i) Undrawn Commitments; and (ii) Fund's bank accounts where Undrawn Commitments are being drawn down.

For the avoidance of doubt the borrowing restrictions above shall not apply in the situations in which (i) Portfolio Companies and/or any of their affiliates directly borrow money, and (ii) the Fund grants guarantees or security interests in order to secure the repayment obligations the borrowings described in (i) above, provided that, such guarantee or security interest granted by the Fund satisfies the following criteria:

- (a) such guarantee or security interest is granted solely over the Investments held by the Fund in respect of such Portfolio Company and/or their affiliates and/or over any proceeds deriving therefrom;
- (b) such guarantee or security interest is otherwise non-recourse to other Fund assets; and
- (c) such guarantees or security interests, together with any of the Fund's indebtedness and guarantees as per the first paragraph of this Article, do not exceed twenty (20) per cent of the Total Commitments of the Fund at any point in time.

10. Ancillary services

Without prejudice to any other activities which the Management Company may carry out in accordance with the provisions of the LECR, the Management Company may provide advisory services to the Portfolio Companies in accordance with the legislation applicable at that moment, which services shall be remunerated pursuant to market conditions.

11. Coinvestor Funds and other co-investment opportunities

It is expressly established that the Fund shall enter into a co-investment agreement with any Coinvestor Funds whereby the Fund and the Coinvestor Funds shall make investments together in proportion to their respective Parallel Funds Total Commitments, and which shall regulate, inter alia, the adjustments of expenses and fees that may be pertinent between such entities, timing of investments and divestments and the adoption of decisions by the Fund and the Coinvestor Funds.

For the avoidance of doubt, any costs and expenses derived from such co-investment will be borne by the Fund and the Coinvestor Funds on pro rata basis to their respective portion of the Parallel Funds Total Commitments. In addition, the Coinvestor Funds shall be required to invest and divest in parallel, on pari passu basis with the Fund, on substantially the same legal and economic terms and conditions as the Fund, but not in terms more favourable than those offered to the Fund, pursuant to the co-investment agreements entered into with the Fund.

The Management Company may, at its discretion, offer co-investment opportunities to the investors in the Parallel Funds that, on or before the Final Closing Date, have notified to the Management Company their wish to coinvest with the Fund and/or to third parties strategic co-investors, provided that co-investment opportunities shall meet the following principles: (i) shall be executed in the best interest of the Fund and would not adversely affect Investment opportunities of the Fund; (ii) shall be executed in cases in which the investment required would imply a breach of the Fund's

diversification limits or when the investment required exceeds the amount to be invested by the Fund as determined by the Management Company to be in the best interest of the Fund, or when the minimum investment demand by the Portfolio Company exceeds the capacity of the Fund and (iii) no Investor nor third-party strategic co-investor shall be entitled to systematically co-invest with the Fund (“**Co-investment Opportunities**”).

12. Mechanisms for the amendment of the investment policy of the Fund

The amendment of the investment policy of the Fund requires the amendment of the Regulations which may be amended by the initiative of the Management Company, with the approval of a resolution adopted with the favourable vote of Investors and Coinvestors who represent, in aggregate, at least, seventy five (75) per cent of the Parallel Funds Total Commitments (hereinafter, an “**Investors’ Special Resolution**”), in accordance with the provisions of Article 26 of the Regulations.

Without prejudice to the powers vested in the CNMV pursuant to the LECR, any amendment to the Regulations shall be notified by the Management Company to the CNMV, and to the Investors, once the relevant administrative formalities have been fulfilled, shall be notified by the Investors.

13. Information to Investors

Notwithstanding the reporting obligations generally established by the LECR, the REuVECA and other applicable legislation, the Management Company shall make available to each Investor, at its registered office, the Regulations duly updated, as well as any successive audited annual reports which may be published concerning the Fund.

Apart from the Investor reporting obligations indicated above, the Management Company shall provide the Fund’s Investors with the following information, which shall be prepared in accordance with the reporting and valuation guidelines issued or recommended by Invest Europe, in force from time to time:

- (a) within forty-five (45) calendar days following the end of each financial year, the provisional Fund’s unaudited annual financial statements;
- (b) within one hundred and twenty (120) calendar days following the end of each financial year, a copy of the Fund’s audited annual financial statements, including the number of jobs created in the Portfolio Companies in the previous year and, in the first Fund’s audited financial statements, the detail of the Establishment Costs incurred in accordance with the Regulations;
- (c) within forty-five (45) calendar days following the end of each quarter, a report containing the following information:
 - (i) the unaudited quarterly financial statements of the Fund;
 - (ii) a description of the Investments and divestments made during such period, with detail of the amounts allocated by the Fund to such transactions;
 - (iii) a description of the Portfolio Companies and other assets of the Fund, together with a brief report on their evolution and status;

- (iv) an unaudited Valuation of each one of the Portfolio Companies and of the Acquisition Costs of the Fund as of the end of each quarter; and
- (v) details of the Operating Expenses and the Transaction Fees of the Fund during the relevant quarter.

14. Individual agreements with Investors

The Investors recognise and expressly accept that the Management Company may enter into individual agreements relating to the Fund with the Investors or Coinvestors.

Following the Final Closing Date, the Management Company shall send to all Investors, that so request to the Management Company within thirty (30) business days of the end of the Final Closing Date, a copy or compilation of the agreements entered into prior to this date.

Within a term of twenty five (25) business days following the date on which the Management Company sends such agreements, each Investor is entitled to request that the Management Company enters into an agreement that awards to such Investor the same rights as those awarded to any other Investors or Coinvestors that have subscribed for investment commitments with the Fund or the Coinvestor Funds for an amount equal to or less than the Investor who is making the request, except in the events described in Article 30 of the Regulations, in which the Management Company shall have absolute discretion.

15. Assets recycling

15.1 Limits on the reinvestment of returns and/or dividends received

Notwithstanding the provisions of Article 5.3.6 above, and in accordance with Article 21.1, the Fund shall not reinvest income and/or dividends received from Portfolio Companies, nor the amounts resulting from the divestment therefrom, nor any other income deriving from the Fund's investments. Notwithstanding the above and by way of exception, the Management Company may decide on the reinvestment of the following (provided that the net value of the Fund at such moment is positive):

- (a) any amounts deriving from divestments (including divestments of the Bridging Investments) that took place within the fourteen (14) month period following the date of the respective Investment, up to the amount of the Acquisition Cost of such Investments (including, cash or share premium distributed by the relevant Portfolio Company in any form permitted by law);
- (b) any amounts deriving from Short-Term Investments made for the better management of the cash and other liquid assets of the Fund. For the avoidance of doubt, the fact that any amount received from a Portfolio Company or from the divestment of a Portfolio Company is temporarily placed in a depositary bank or other similar financial investment shall not mean that such amounts are Short-Term Investments and, therefore, that the returns generated can be reinvested;
- (c) any amounts requested from the Investors and allotted by the Fund to the payment of the Fixed Management Fee; and

- (d) any amounts deriving from the interests of convertible loans granted by the Fund.

The Fund may recycle in accordance to this article to the extent that (i) the Fund may at no time have Net Invested Capital in Portfolio Companies exceeding 100% of Total Commitments and (ii) the total Acquisition Cost of Investments may in no circumstance exceed one hundred and ten percent (110%) of the Total Commitments.

15.2 Temporary distributions

The amounts received by the Investors as Distributions classified by the Management Company as Temporary Distributions will increase by their amount the Undrawn Commitments at that moment (up to a maximum limit of the Total Commitments) and the Investors will therefore be under an obligation to drawdown again such amount. For the avoidance of doubt, the obligation to drawdown to the Fund an amount equivalent to a Temporary Distribution belongs to the holder of each stake at the moment in which the Management Company issues the relevant Drawdown Notice, regardless of whether or not the holder of the stake was the recipient of the Temporary Distribution.

For these purposes, the Management Company may decide, at its discretion, to classify a Distribution as a Temporary Distribution, exclusively in relation to Distributions of the following amounts:

- (a) any amounts subject to reinvestment in accordance with the provisions of Article 21.4 above;
- (b) those amounts contributed by Investors in order to make an Investment which has not been completed as it had been envisaged or whose acquisition value was lower than expected and which thereafter the Management Company returned to Investors;
- (c) any amounts contributed to the Fund by Subsequent Investors which in accordance with Article 17.4 of the Regulations may be the object of Temporary Distributions;
- (d) any amounts eventually received by the Fund in relation to the Coinvestor Funds under the provisions of Article 5.4 of the Regulations;
- (e) any amounts distributed to Investors derived from a divestment in connection to which the Fund has provided a guarantee, provided that the Fund is required to make a payment in execution of such guarantee, and provided further that: (i) the aggregate Temporary Distributions made pursuant to this paragraph (e) shall not exceed forty (40) per cent of Total Commitments; and (ii) no Distribution may be recalled for these purposes after two (2) years from the relevant Distribution or, in any case, after the liquidation of the Fund; and
- (f) any amounts distributed to Investors arising from a divestment, provided that, at the time of such Distribution, a legal proceeding has been formally initiated in respect of a third-party claim which potentially may reasonably give rise to an obligation of the Fund to pay an indemnity pursuant to Article 28.2 of the Regulations, and considering further that (i) the amounts

distributed as Temporary Distribution under this paragraph shall in no case exceed, in aggregate, twenty (20) per cent of Total Commitments and, individually, the lower of (x) twenty (20) per cent of each Distribution and (y) the amounts claimed by the third party under the legal proceeding referred to above; and (ii) in any case and under any circumstance no Investor will be obliged to reimburse the Temporary Distributions made by virtue of this paragraph (f) for a period longer than two (2) years since the date in which the Distribution had been made or, in any case, after the liquidation of the Fund.

The Management Company shall inform the Investors of any Distributions that are classified as Temporary Distributions. For these purposes, any Distribution classified by the Management Company as Temporary Distribution shall be set out in the relevant Distribution notice. Funds distributed as Temporary Distribution under paragraphs (a), (e) and (f) above, can only be used for the purposes of reinvestment, payments to be made by the Fund under guarantees provided upon divestments, and payments of an indemnity, respectively, in each case as specified in the corresponding Drawdown Notice.

CHAPTER III FEES, COSTS AND EXPENSES OF THE FUND

16. Remuneration of the Management Company

16.1 Fixed Management Fee

The Management Company shall receive from the Fund, as consideration for its management and representation services, an annual Fixed Management Fee that, without prejudice to the reductions and adjustments set out in the Regulations, shall be calculated in the following way:

- (a) during the period between the First Closing Date of the Fund and the first anniversary of the First Closing Date, the Management Company in consideration for planning the investment strategy of the Fund, shall receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of Total Commitments (i.e. 1,875,000 euros); and (ii) two (2) per cent of the remaining amount of Total Commitments (i.e. two (2) per cent of the Total Commitments in excess of seventy five (75) million euros); for example, during this period, at the minimum Fund size of eighty five (85) million euros, the Management Company will receive an annual Fixed Management Fee of 2,075,000 euros);
- (b) during the period between the first anniversary of the First Closing Date and the end of the Investment Period, the Management Company will receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of Total Commitments (i.e. 1,875,000 euros); and (ii) two (2) per cent of the remaining amount of Total Commitments (i.e. two (2) per cent of the Total Commitments in excess of seventy five (75) million euros); for example, during this period, at the minimum Fund size of eighty five (85) million euros, the Management

Company will receive an annual Fixed Management Fee of 2,075,000 euros); and

- (c) subsequently, after the termination of the Investment Period and until the date when the Fund is dissolved and the winding-up period is opened in accordance with Article 27 (such date, the “Dissolution Date”), the Management Company will receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of the Net Invested Capital; and (ii) two (2) per cent of the remaining amount of the Net Invested Capital.

Liquidation fees to be paid to the liquidator will be negotiated and approved by Investors’ Ordinary Resolution on or before the Dissolution Date.

During the life of the Fund (including potential extensions, as the case may be), the maximum amount to be received by the Management Company as Fixed Management Fee and liquidation fees (as the case may be), shall not exceed seventeen (17) per cent of Total Commitments.

The Fixed Management Fee shall accrue on a daily basis, and will be paid per quarter in advance. In relation to the period prior to the Final Closing Date, for the purposes of calculating the Fixed Management Fee the Investment Commitments subscribed for after the First Closing Date will be treated as if they had been subscribed for on the First Closing Date (adjusting the Fixed Management Fee accordingly). The quarters shall begin on 1 January, 1 April, 1 July and 1 October of each year, except the first quarter, which will begin on the First Closing Date of the Fund and will end on the 31 December, 31 March, 30 June or 30 September immediately following this date, and the final quarter, which will end on the Fund’s Dissolution Date (adjusting the Fixed Management Fee accordingly).

The Fixed Management Fee corresponding to each financial year that results from the above calculations shall be reduced by an amount equivalent to the aggregate amount of Transaction Fees accrued in the current financial year and/or in the previous financial years and that had not been offset.

In the event that, in any financial year, the aggregate amount of Transaction Fees accrued and pending to be offset exceeds the amount of the Fixed Management Fee, the excess shall be applied against the Fixed Management Fee and the Variable Management Fee corresponding to subsequent financial years.

Notwithstanding the foregoing, the Management Company shall be entitled to receive and retain any Co-Investment Transaction Fees (excluding, for clarification purposes, the management fees) in connection with Co-investment Opportunities accrued, provided Investors have received in full all the amounts referred to in paragraphs (a) and (b) of Article 16.2. Until that date, Co-Investment Transaction Fees received by the Management Company, shall be deposited by the Management Company in an escrow account opened by the Management Company at an internationally-recognized financial entity in the name of the Management Company. Amounts deposited into the escrow account may only be invested in Short-Term Investments.

The Management Company will be the beneficiary of those amounts held in the escrow account and the interest and returns that may be generated, and may only

draw from such escrow account with express authorization from the Management Company, which may only be granted as described herein.

If at the Dissolution Date of the Fund, the aggregate amount of Transaction Fees accrued and pending to be offset exceeds the amount to be paid as Fixed Management Fee in the final quarter, the Management Company shall reimburse to the Fund an amount equivalent to such excess. Additionally, if at the Dissolution Date of the Fund (and considering all amounts that at such time have been or must be reintegrated to the Fund in accordance with the Redemption Obligation) the Investors have not received the full the amounts referred in paragraphs (a) and (b) of Article 16.2, the Management Company shall have to contribute to the Fund the amounts corresponding to Co-Investment Transaction Fees deposited in the escrow account as necessary to make Distributions to Investors for an amount equivalent to the amounts referred in paragraphs (a) and (b) of Article 16.2 taking into consideration Investment Commitments drawn down. For the avoidance of doubt, amounts distributed as per Articles 21.5 (b), (c) and (d) shall not be considered as distributed and drawn down and amounts drawn down as per Articles 21.5 (e) and (f), if any, shall not be considered as drawn down and distributed.

In accordance with the provisions of the Valued-Added Tax Act 37/1992, on 28th December, the Fixed Management Fee received by the Management Company is currently exempt of the valued-added tax ("VAT").

16.2 Variable Management Fee

In addition to, the Fixed Management Fee, the Management Company shall receive from the Fund, as consideration for its management services, a Variable Management Fee that will be payable in accordance with the provisions of Article 16.2 of the Regulations.

In accordance with the provisions of the Valued-Added Tax Act 37/1992, on 28th December, the Variable Management Fee received by the Management Company is currently exempted of VAT.

16.3 Other remunerations

Apart from the Fixed Management Fee and the Variable Management Fee, the Management Company shall not receive other remuneration from the Fund.

17. Expenses distribution

17.1 Establishment Costs

The Fund shall assume as Establishment Costs all duly documented costs deriving from the establishment of the Fund, including, amongst others, legal costs (costs of lawyers, notaries and registrars), costs of communication, advertising, accounts, printing of documents, travel costs, courier costs, and other costs (excluding any placement agents', brokers' or intermediaries' fees that, in the event, will be paid by the Management Company).

In any case, the Fund shall be responsible for the duly justified Establishment Costs up to the lower of (i) one (1.0) per cent of Total Commitments, or (ii) five hundred thousand (500,000) euros. Any Establishment Costs exceeding this maximum amount shall be paid by the Management Company; if they are paid in advance by the Fund, the Establishment Costs exceeding the abovementioned maximum amount

shall be subsequently deducted from the future Fixed Management Fee accrued in favor of the Management Company.

All such amounts will be calculated net of VAT.

Establishment Costs will be disclosed to the Investors in the first Fund's audited financial statements issued by the Management Company in accordance with Article 24 of the Regulations.

17.2 Operating Expenses.

The Fund shall be responsible for all reasonable and duly documented expenses (including VAT, as applicable) incurred in relation to the organisation and administration of the Fund, including, but not limited to, Abort Costs up to two hundred thousand (200,000) euros annually, expenses relating to the preparation and distribution of reports and notifications, expenses for legal advice, auditing, valuations, accounting (including expenses related to the preparation of financial statements and tax returns), expenses of investment vehicles, registration expenses, custodian fees, expenses incurred by the Supervisory Committee and for the organisation of the Investors' meetings, external consultants' fees, banking fees, fees or interest on loans, costs of the professional indemnity insurance of the Key Executives, extraordinary expenses (such as those deriving from litigation), tax obligations, and costs of lawyers, auditors and external consultants in relation to the identification, valuation, negotiation, acquisition, holding, monitoring, protection and liquidation of the Investments ("**Operating Expenses**").

17.3 Other extraordinary expenses

For the avoidance of doubt, the Management Company shall pay its own operating expenses (such as office rental and employees), its own tax expenses, as well as all such costs that in accordance with the provisions of the Regulations do not correspond to the Fund (including for the avoidance of doubt any Abort Costs that exceed the annual maximum or do not comply with the requirement set out in the "Abort Costs" definition, as well as any other insurance costs not set out in the paragraph above). The Fund shall reimburse the Management Company for those expenses paid thereby which, in accordance with the Regulations, correspond to the Fund (excluding, for the avoidance of doubt, those expenses which the Management Company may have recovered from Portfolio Companies or other entities in relation with the Fund's transactions). In addition, the Management Company shall bear all those expenses and costs related to services which the Management Company is legally or under the Regulations required to provide to the Fund and that finally have been totally or partially delegated or outsourced to a third party.

ANNEX I

RISK FACTORS

An investment in the Fund involves a significant risk for a number of reasons and should therefore be undertaken only by prospective investors capable of evaluating the risks of an investment in the Fund and bearing the risks such an investment represents. Prospective investors in the Fund should carefully consider the following factors, in addition to the matters set forth elsewhere in this Memorandum, prior to investing in the Fund. The following is not a complete list of all risks involved in connection with an investment in the Fund. There can be no assurance that the Fund will be able to achieve its investment objectives or that the investors therein will receive the return of the principal amount invested or a return on their capital. Prospective investors in the Fund should also note that the information contained in this Memorandum has not been prepared, reviewed, or confirmed by any independent expert or financial auditor:

1. The value of any investment of the Fund may increase or decrease. There can be no assurance that the Fund's investments will be successful and, accordingly, there can be no guarantee against loss of principal.
2. Investments made in unlisted companies are intrinsically more risky than investments in listed companies given that, unlisted companies are generally smaller, more vulnerable to changes in the market and to technological changes, and excessively dependent on the capacity and commitment of their management team towards them.
3. Investments made in unlisted companies may be difficult to exit. Investments will generally be in markets where no liquid clearing mechanism exists. If the Fund were ever to need to liquidate some or all of an investment quickly, it may realize significantly less than the asset value attributable to the investment. At the time the Fund is liquidated, said investments could be distributed in kind in such a manner that investors in the Fund would become minority shareholders of such unlisted companies.
4. Commitments in the Fund and Interests are not freely transferable and no market for such Commitments or Interests currently exists, nor is one expected to develop.
5. The Fund's fees and expenses affect the valuation thereof. In particular, it must be emphasized that during the first years in the life of the Fund the impact tends to be greater and even may cause the value of the Fund's shares to fall below their initial value.
6. Investors in the Fund must have the financial capacity and willingness to assume and accept the risks and absence of liquidity associated with an investment in the Fund.
7. The return on prior similar investments is not necessarily indicative of future returns on the Fund's investments. The prior performance information contained in this Memorandum is subject to the following additional disclosures:

- a. **Absence of Operating History:** Although the partners and key personnel of the Management Company have experience in making and managing investments, the Fund will consist of recently formed entities without significant operating history upon which to evaluate the Fund's potential performance. While the Management Company partners have previous experience making and managing investments similar to those contemplated by the Fund, they have limited experience managing and investing a committed pool of funds. The success of the Fund will depend largely upon the skill of the Management Company in selecting and managing investments. Any prior experience of the Management Company does not provide any indication of the future results of the Fund. No assurance can be given that the Fund will be profitable or achieve the targeted results.
 - b. **Operating Restrictions:** Certain operating restrictions imposed upon the Fund and limitations and restrictions within the Constitutional Document, and possibly side letters that may be entered into with certain investors may be different, and in many instances more restrictive, than restrictions to which the previous funds were subject.
- 8. The Fund shall be managed by the Management Company. Investors in the Fund may not adopt investment decisions or any other decisions on behalf of the Fund, nor may they intervene in any form whatsoever in the transactions which the Fund carries out.
 - 9. The success of the Fund shall depend on the skill of the Management Company's team in identifying, selecting and making adequate investments. Notwithstanding the above, there is no guarantee that the investments undertaken by the Fund are going to turn out to be adequate and successful or that the Management Company will be able to deploy all of the commitments of the Fund.
 - 10. The success of the Fund will depend to a great extent on the preparation and experience of the professionals of the Fund's Management Company. There is no guarantee that said professionals will continue rendering their services at the Fund's Management Company during the entire life of the Fund.
 - 11. Investors will not receive any financial information presented by the companies being studied for a potential investment, which is in the possession of the Management Company prior to any investment being made.
 - 12. Leveraged transactions, by their own nature, are subject to a high level of financial risk.
 - 13. During the life of the Fund, regulatory changes may occur (including of a tax or regulatory nature) which could have an adverse effect on the Fund, its investors, or its investments.
 - 14. A significant period of time may transpire until the Fund has invested all of its investment commitments therein.
 - 15. The Fund may have to compete with other funds in order to succeed in obtaining investment opportunities. It is possible that the competition to achieve appropriate investment opportunities will increase, which may reduce the number of investment opportunities available and/or adversely affect the terms in which said investment opportunities may be carried out by the Fund.

16. Although it is intended to structure the Fund's investments so as to meet its investment targets, it cannot be guaranteed that the structure of any of the investments will be efficient from a tax standpoint for an individual investor, or that any specific tax result is going to be obtained.
17. Potential conflicts of interest may occur.
18. In the event that an investor in the Fund does not comply with the obligation of paying in the sums required by the Fund, the Defaulting Investor may be exposed to actions which the Fund may bring thereagainst.

The list of risk factors contained in this Schedule is non-exhaustive and does not purport to reflect a complete explanation of all potential risks associated with an investment in the Fund. Investors in the Fund must in any case be duly advised prior to undertaking their investment in the Fund.

ANNEX II

PROMOTION OF SOCIAL OR ENVIRONMENTAL CHARACTERISTICS IN THE FUND'S INVESTMENTS

The Fund promotes environmental and social characteristics in accordance with Article 8 of Regulation (EU) 2019/2088 of 27 November 2019 on sustainability-related disclosures in the financial services sector. The Fund does not aim to make sustainable investments.

1. The social and environmental feature pursued by the Fund is the improvement of the ESG performance of the companies in which it invests.

The Fund invests in technological start-ups. Improvements in the ESG performance of these companies should be understood as the reduction of negative externalities generated by the company's activity (e.g. reduction of the carbon footprint), job creation and improvement of working conditions, increased diversity, improved corporate governance structures and the establishment of compliance policies that help to prevent corruption, improve data protection or cybersecurity, among others.

With reference to Article 6.1.a of Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector, the investment process takes into account sustainability risks and is based on internal and third party analysis. For this purpose, the Management Company will use its own methodology and will take as a reference the information obtained in the internal or external assessment of key environmental, social and governance factors conducted as part of the pre-investment due diligence process.

In relation to article 6.1.b of the SFDR, sustainability risk is defined as any environmental, social or governance event or condition that, if it occurs, may have an actual or potential material adverse effect on the value of the investment. The sustainability risk of investments will depend, among others, on the company or vehicle in which it is invested, such as its sector of activity or geographic location. Thus, investments with a higher sustainability risk may negatively affect the value of the Fund.

2. The investment strategy to improve the ESG performance of the company is through engagement with the company and through the influence derived from the political rights held over the company.

The binding elements of the investment strategy aimed at achieving an improvement in the ESG performance of investee companies are:

- i. Conducting due diligence on the main ESG aspects of the company in the pre-investment phase and identifying areas for improvement.
- ii. The incorporation of the findings of the ESG Due Diligence, together with an action plan on points for improvement into the decision-making process.
- iii. The incorporation of the material aspects of the action plan and certain reporting obligations to facilitate its monitoring in the contractual documentation of the operation.
- iv. Monitoring the implementation of the action plan through regular dialogue with the company and, at Board meetings, at those in which it is represented.
- v. Annually, conducting a questionnaire for the portfolio company and calculating ESG indicators to measure improvements in performance.

- vi. Annually, the establishment of the content of the engagement actions to be carried out in the portfolio companies based on the results of the evaluation of the improvements achieved.

This strategy is applied to the investment process on an ongoing basis. The identification of ESG aspects to be improved is based on an ESG assessment carried out in the pre-investment phase. The assessment process includes a materiality analysis of the most relevant ESG aspects within the sector of activity using the SASB® (Sustainability Accounting Standards Board) methodology and a questionnaire including the most relevant ESG issues based on the recommendations of UN PRI and Invest Europe. The findings of the analysis are incorporated into the Investment Case Memorandum for the Investment Committee including an action plan. In case the investment is approved, the material ESG improvement actions, together with certain reporting obligations including the calculation of indicators, are included in the contractual documentation (Term Sheet, Sales and Purchase Agreement, Shareholders Agreement) to become binding for the parties. During the investment period, compliance with the action plan is monitored and promoted in the portfolio companies through representation on the board and dialogue with the management team. Once a year, the management team is required to complete a questionnaire that includes questions on the degree of compliance with the action plan and the reporting of key indicators including the main adverse impacts on sustainability factors. The analysis of the responses to the questionnaire will be carried out by the investment team and the conclusions will be reported to the ESG Committee of the management company, which will evaluate the improvements achieved in the ESG performance of the company and will agree with the investment team on the content of the engagement actions to be carried out in the portfolio company during the year.

3. ESG analysis of portfolio companies analyses good governance practices.

The questionnaire addresses essential issues such as the existence and composition of the Board of Directors, the remuneration of directors, the existence of compliance policies and, due to the technological nature of the companies in which investments are made, special emphasis is placed on cybersecurity and data protection policies.

The action plans require at least the existence of a board of directors, the existence of criminal compliance and robust cybersecurity and data protection policies.

4. The improvement of ESG performance shall be promoted in at least 75% of the investments made by the Fund.

Although the Fund aims to improve the performance of the portfolio companies as a whole, there may be occasions when, due to the characteristics of the transaction, the interests of the co-investors or the limited ability to influence, among other reasons, the full deployment of the strategy described above is not possible. In such cases, the Fund will use its best efforts to achieve improvements in the most relevant ESG aspects of the portfolio companies.

5. A questionnaire and indicators are used to assess, measure and monitor the improvement in the evolution of ESG performance in the portfolio companies, which are measured at least annually.

The indicators include the main adverse impacts on sustainability factors that are complemented with others obtained from SASB® (Sustainability Accounting Standards Board) and are chosen according to financial materiality criteria within the sector of

activity. The information for calculating the indicators is obtained directly from the investees. The indicators are monitored by the investment teams and discussed by the management company's ESG committee.

6. The Fund considers the main material or potentially material adverse impacts of the Fund's investments on sustainability factors. These are identified during the due diligence phase and their evolution is measured through the annual calculation of indicators.

Information on major adverse impacts on sustainability factors will be integrated into the regular information investors receive.

Further details on the Investment Policy and a list of the indicators used to measure progress in the ESG performance of the portfolio companies can be found on the website of the management company of the fund www.seayaventures.com.

Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

Product name: SEAYA VENTURES III FONDO DE CAPITAL RIESGO, FCRE

Legal entity identifier: V88567573

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective? *[tick and fill in as relevant, the percentage figure represents the minimum commitment to sustainable investments]*



Yes



No



It will make a minimum of **sustainable investments with an environmental objective:** ____%



in economic activities that qualify as environmentally sustainable under the EU Taxonomy



in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy



It will make a minimum of **sustainable investments with a social objective:** ____%



It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ____% of sustainable investments



with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy



with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy



with a social objective



It promotes E/S characteristics, but **will not make any sustainable investments**

Sustainable investment means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.



What environmental and/or social characteristics are promoted by this financial product?

The social and environmental characteristics pursued by the fund is the improvement of the ESG performance of the companies in which it invests.

The fund invests in technology start-ups. Improvements in the ESG performance of these companies should be understood as the reduction of negative externalities generated by the company's activity (e.g. reduction of carbon footprint), job creation and improvement of working conditions, increase of diversity, improvement of corporate governance structures and the establishment of compliance policies that contribute to avoid corruption, improve data protection or cybersecurity, among others.

Sustainability indicators measure how the environmental or social characteristics promoted by the financial product are attained.

● ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

To assess, measure and monitor the improvement in the evolution of ESG performance in the investees, a questionnaire and indicators are used which are measured in the investees at least annually.

The indicators include the principal adverse impacts on sustainability factors that are complemented with others obtained from SASB® (Sustainability Accounting Standards Board) and are chosen according to financial materiality criteria within the sector of activity. The information for calculating the indicators is obtained directly from the investees. The indicators are monitored by the investment teams and discussed by the fund manager's ESG committee.

Principal adverse impacts are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

● ***What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?***

The Fund does not make sustainable investments.

● ***How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?***

Not applicable as the Fund does not make sustainable investments.

— *How have the indicators for adverse impacts on sustainability factors been taken into account?*

Not applicable as the Fund does not make sustainable investments.

— *How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:*

Not applicable as the Fund does not make sustainable investments.



Does this financial product consider principal adverse impacts on sustainability factors?

☒ Yes, the Fund considers the principal material or potentially material adverse impacts of the Fund's investments on sustainability factors. These are identified during the due diligence phase and their evolution is measured through the annual calculation of indicators. Information on material adverse impacts on sustainability factors will be integrated into the periodic disclosure to investors.

☐ No



The investment strategy guides investment decisions based on factors such as investment objectives and risk tolerance.

What investment strategy does this financial product follow?

The investment strategy to improve the ESG performance of the company is through engagement with the company and through the influence derived from the political rights held over the company.

● ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

The binding elements of the investment strategy aimed at achieving an improvement in the ESG performance of investee companies are:

- i. Conducting due diligence on the main ESG aspects of the company in the pre-investment phase and identifying areas for improvement.
- ii. The incorporation of the conclusions of the ESG Due Diligence, together with an action plan on the points for improvement into the decision-making process.
- iii. The incorporation of the material aspects of the action plan and certain reporting obligations to facilitate its monitoring in the contractual documentation of the operation.
- iv. The monitoring of the implementation of the action plan through regular dialogue with the company and, at Board meetings, in those meetings in which it is represented.
- v. Annually carrying out a questionnaire for the investee and calculating ESG indicators to measure improvements in performance.
- vi. Annually, the establishment of the content of the engagement actions to be carried out in the investee based on the results of the evaluation of the improvements achieved.

This strategy is applied to the investment process on a continuous basis. The identification of ESG aspects to be improved is based on an ESG assessment carried out in the pre-investment phase. The assessment process includes a materiality analysis of the most relevant ESG aspects within the sector of activity using the SASB® (Sustainability Accounting Standards Board) methodology and a questionnaire including the most relevant ESG issues based on the recommendations of UN PRI and Invest Europe. The conclusions of the analysis are incorporated into the Investment Case Memorandum for the Investment Committee including an action plan. If the investment is approved, the material ESG improvement actions, together with certain reporting obligations including the calculation of indicators, are included in the contractual documentation (Term Sheet, Sales and Purchase Agreement, Shareholders Agreement) to make them binding for the parties. During the investment period, compliance with the action plan in the investees is monitored and promoted through representation on the board and dialogue with the management team. Once a year, the management team is required to complete a questionnaire that includes questions on the degree of compliance with the action plan and the reporting of key indicators that include the principal adverse impacts on sustainability factors. The analysis of the answers to the questionnaire will be carried out by the investment team and the conclusions will be reported to the ESG Committee of the management company, which will evaluate the improvements achieved in the company's ESG performance and will agree with the investment team on the content of the engagement actions to be carried out in the investee during the year.

● ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

Good governance practices include sound management structures, employee relations, remuneration of staff and tax compliance.

It does not apply to the Fund.

● **What is the policy to assess good governance practices of the investee companies?**

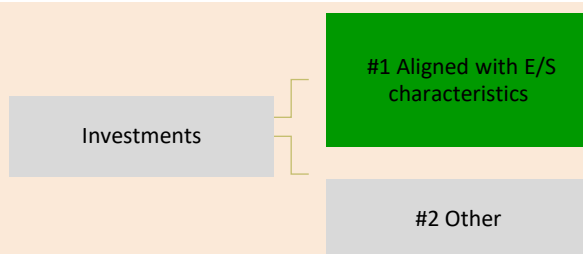
In the ESG analysis of investee companies, good governance practices are analysed.

The questionnaire addresses essential issues such as the existence and composition of the Board of Directors, the remuneration of directors, the existence of compliance policies and, due to the technological nature of the companies in which investments are made, special emphasis is placed on cybersecurity and data protection policies.

The action plans require, at least, the existence of a Board of Directors, the existence of criminal compliance and robust cybersecurity and data protection policies.

What is the asset allocation planned for this financial product?

Enhancement of ESG performance will be promoted in at least 75% of the investments made by the Fund. Although the Fund aims to improve performance in all of its investees, there may be occasions when, due to the characteristics of the transaction, the interests of the co-investors or the limited ability to influence, among other reasons, the full deployment of the strategy described above is not possible. In such cases, the Fund will use its best efforts to achieve improvements in the most relevant ESG aspects of the investee.



#1 Aligned with E/S characteristics includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

#2 Other includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

● **How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?**

It does not apply to the Fund.



To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy¹?

Not applicable as the Fund does not make sustainable investments.

● **Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy¹?**

¹ Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objectives—see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

Asset allocation describes the share of investments in specific assets.

Taxonomy-aligned activities are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational activities of investee companies.



are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.



☐ Yes
 ☐ In fossil gas
 ☐ In nuclear energy

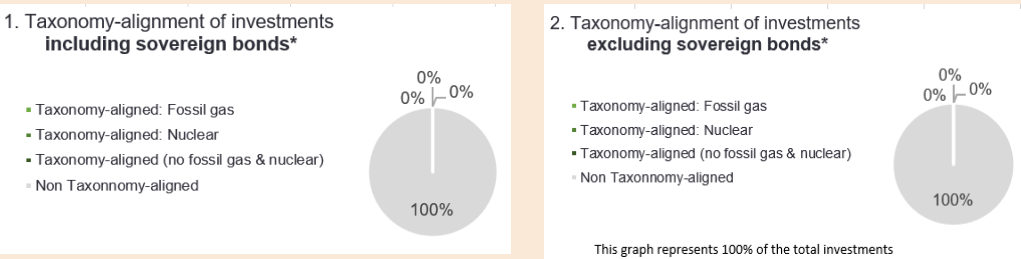
☒ No

To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

Enabling activities directly enable other activities to make a substantial contribution to an environmental objective.

Transitional activities are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the taxonomy-alignment of sovereign bonds, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.*



**For the purpose of these graphs, ‘sovereign bonds’ consist of all sovereign exposures.*

● **What is the minimum share of investments in transitional and enabling activities?**

Not applicable as the Fund does not make sustainable investments.



What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

Not applicable as the Fund does not make sustainable investments.



What is the minimum share of socially sustainable investments?

Not applicable as the Fund does not make sustainable investments.



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

Although the Fund aims to improve the performance of the investees as a whole, there may be occasions when, due to the characteristics of the transaction, the interests of the co-investors or the limited ability to influence, among other reasons, the full deployment of the strategy described above

may not be possible. In such cases, the Fund will use its best efforts to achieve improvements in the most relevant ESG aspects of the investee.



Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

- ***How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?***

It does not apply to the fund.

- ***How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?***

It does not apply to the fund.

- ***How does the designated index differ from a relevant broad market index?***

It does not apply to the fund.

- ***Where can the methodology used for the calculation of the designated index be found?***

It does not apply to the fund.



Where can I find more product specific information online?

More product-specific information can be found on the website: www.seayaventures.com

Reference benchmarks are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.

ANNEX III
MANAGEMENT REGULATIONS OF THE FUND
(Please, see next page)

MANAGEMENT REGULATIONS SEAYA VENTURES III FONDO DE CAPITAL RIESGO, FCRE

November 2022

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CHAPTER 1 DEFINITIONS

Article 1 Definitions

Abort Costs

any duly documented costs and expenses incurred by the Fund or any duly documented external costs and expenses incurred by the Management Company on behalf of the Fund, in each case in relation to investment proposals that do not end up being completed for any cause or reason, provided that the internal Investment decision has been adopted by the Investment Committee

Acquisition Cost

the amounts effectively invested by the Fund for the acquisition of an Investment, including, for the avoidance of doubt, any cost or expense related with the acquisition, borne by the Fund in accordance with these Regulations

Affiliate(s)

means, in relation to any legal person, any Person that directly or indirectly controls, is controlled by, or is under the common control with such legal person (applying for purposes of interpretation, Article 5 of the Royal Decree 4/2015 refunding the Securities Market Law). Nevertheless, Portfolio Companies shall not be deemed to be Affiliates of the Fund or of the Management Company merely by reason of the fact that the Fund holds an Investment in such Portfolio Companies

Auditors

the Fund's auditors appointed from time to time in accordance with the provisions of Article 23 of these Regulations

Bridging Investments

investments made by the Fund (directly or indirectly) for an amount: (i) that in aggregate all Bridging Investments do not exceed in total twenty five (25) per cent of the Total Commitments; (ii) that for each Bridging Investment, does not exceed fifteen (15) per cent of the Total Commitments (provided that such limit may be increased up to twenty (20) per cent of the Total Commitments with the prior approval of the Supervisory Committee); and (iii) that exceeds the amount considered by the Management Company to be appropriate for the Fund, in order to transfer that excess to third parties within twelve (12) months from the date of its acquisition (or from the date on which the Fund assumed the investment obligation, directly or indirectly). The Management Company shall use its best efforts to complete the transfer of the Bridging Investments within such term of twelve (12) months, keeping the Supervisory Committee informed at all times. A Bridging Investment which has not been repaid within twelve (12) months from the date of its acquisition shall be considered a permanent Investment from the date on which it was made

Cause

any of the following circumstances:

- (a) material breach by the Management Company or the Key Executives of the obligations deriving for them from these Regulations, any other Fund's legal documentation, side letters and/or from applicable law;
- (b) an Event of Insolvency of the Management Company;
- (c) wilful misconduct, fraud, criminal conduct, gross negligence or bad faith of the Management Company, any of the Key Executives or the Management Team Members in the performance of their respective obligations and duties in relation to the Fund. In case of wilful misconduct, fraud, criminal conduct, gross negligence or bad faith of any of the Management Team Members (other than the Key Executives) such conduct may not be deemed as "Cause" if the Management Company promptly dismisses such Person and compensates the Fund for any reasonable losses suffered by the Fund as a consequence of the abovementioned conduct. For the avoidance of any doubt, where such Management Team Member incurs in wilful misconduct, fraud, criminal conduct, gross negligence or bad faith when acting on behalf of the Management Company in any capacity or authority, it will be deemed that is the Management Company the one incurring in such conduct and therefore the abovementioned dismissal will not be available for the Management Company to remedy the Cause event;
- (d) the loss of the regulatory status of the Fund or the Management Company;
- (e) in the event of a Key Executives Departure, if the Suspension Period is not terminated in accordance with Article 12.1 of these Regulations;
- (f) a Change of Control event which has not been approved by the Investors in accordance with Article 13 of these Regulations; and
- (g) in case of conviction of criminal misconduct by the Management Company or the Key Executives related to robbery, extortion, fraud, misrepresentation, financial misconduct or violation of securities laws

Certificate of Tax Residence

certificate validly issued by the competent authority of the Investor's country of residence, provided that its residence for tax purposes is established in such country

Change of Control

any of the following circumstances:

- (a) any transfer or issue of shares or quotas of the Management Company, in favour of individuals or entities, if as a result of such transfer or issue, Persons other than, Bejo Ventures S.L., Ms. Beatriz González Ordóñez or Management Team Members, hold more than twenty five (25) per cent, directly or indirectly of the Management Company; or
- (b) any event(s) as a consequence of which, at any time, (i) Ms. Beatriz González Ordóñez and Bejo Ventures, S.L. cease to hold, directly or indirectly, at least [sixty five (65) per cent] of the share capital, the economic or the voting rights of the Management Company; or (ii) Ms. Beatriz González Ordóñez ceases to have the ability to appoint or remove the majority of the members of the board of directors of the Management Company; or (iii) Ms. Beatriz González Ordóñez and Bejo Ventures S.L. cease to, directly or indirectly, receive, at least, fifty (50) per cent of the Distributions to which the Management Company is entitled pursuant to Article 16.2 (c) and 16.2 (d); or (iv) Ms. Beatriz González Ordóñez and Bejo Ventures S.L., together with the remaining Key Executives, Management Team Members and advisory board members of the Management Company (in the latter case only up to an eight (8) per cent of such Distributions), cease to, directly or indirectly, receive, at least, one hundred (100) per cent of the Distributions to which the Management Company is entitled pursuant to Article 16.2 (c) and 16.2 (d); or (v) any event in which Ms. Beatriz González Ordóñez ceases to hold directly fifty (50) per cent of of the shares, economic and voting rights in Bejo Ventures, S.L., or shares in Bejo Ventures, S.L. are transferred to a person other than Ms. Beatriz González Ordóñez, or when the decisions of Bejo Ventures, S.L. related to, in connection with, derived from the company's direct or indirect interest in the Management Company are not taken by Ms. Beatriz González Ordóñez.

Co-investment Transaction Fees

potential variable management fees, success fees or any other similar fees derived from co-investment opportunities

Coinvestor(s)

holders of shares or quotas in the Coinvestor Funds

Coinvestor Funds

any other venture capital entities managed or advised by the Management Company or its Affiliates which are bound vis-à-vis the Fund under a coinvestment agreement entered into on or before the Final Closing Date and governed by identical terms and

	commercial conditions as these Regulations; the Coinvestor Funds are established, exclusively, to attend specific tax or regulatory requirements of the Coinvestors
Coinvestors' Investment Commitment(s)	the amount that each of the Coinvestors has firmly and irrevocably committed to contribute to the Coinvestor Funds (and has been accepted by the Management Company), notwithstanding if such amount has been drawn down or not, or if such amount has been redeemed or not, in accordance with the provisions of the relevant coinvestment agreement and the Coinvestors' subscription agreements
Connected Person(s)	spouses or persons with an analogous relationship, ascendants or descendants, siblings, any other family members up to the second degree, and Affiliates of any such individuals
CNMV	Comisión Nacional del Mercado de Valores
Defaulting Investor	the meaning set out in Article 18 of these Regulations
Distribution(s)	any gross distribution to Investors in their status as such which the Fund makes, including, expressly, refund of contributions, distributions of earnings or reserves, redemptions of Quotas, write-downs to the value of the Quotas or distribution of Quotas upon liquidation. For the avoidance of doubt, such amounts of Distributions as are subject to withholding or interim tax payments shall in any case be considered as if they had been distributed to the Investors for the purposes of these Regulations
Drawdown Notice	the drawdown request sent by the Management Company to Investors, on the terms decided by the Management Company from time to time, in accordance with the provisions of these Regulations
Establishment Costs	costs deriving from the establishment of the Fund according to the provisions of Article 7.4.1 of these Regulations
Event of Insolvency	an event in which the company or entity in question being declared insolvent, or requesting a declaration of insolvency, or where a request for a declaration of insolvency by a third party is accepted in a court order, as well as any case in which the company or entity in question cannot meet its current debts as they become due, or reaches an agreement with its creditors following a cessation of payments or an inability to comply with its obligations, or where the company or entity in question takes any other action, judicial or otherwise, which produces identical results
Expansion and Growth Stage	means the stage of development of a company that has already established a product or service, and has already generated revenue, but may or may not be making a profit and needs financing to grow and expand, including in order to finance increased production capacity, market or product development,

provide additional working capital or is used for a transfer of business with a view to further grow the business

FATCA

Foreign Account Tax Compliance provisions enacted as part of the US Hiring Incentives to Restore Employment Act and codified in Sections 1471 through 1474 of the Code (Internal Revenue Code), all rules, regulations, intergovernmental agreements and other guidance issued or entered into thereunder, including, but not limited to, the Agreement Between the Government of the United States of America and the Government of the Kingdom of Spain to Improve International Tax Compliance and to Implement FATCA (“the IGA”) and its regulations, and all administrative and judicial interpretations thereof

Final Closing Date

the date that is determined in its discretion by the Management Company prior to December 31, 2021

First Closing Date

the date identified as “First Closing Date” by written resolution of the board of directors of the Management Company and which shall be determined by the Management Company in its sole discretion

First Drawdown Date

in relation with each Investor, the date on which it first subscribes for Quotas in the Fund

Fixed Management Fee

the fee described in Article 7.1 of these Regulations

Follow-On Investments

additional investments in Portfolio Companies or its successor companies, not included in the investment agreement executed on the acquisition of the Investment and, in general, in the framework of new financing rounds or in the extension of those financing rounds (i.e. provided that such additional investment has been agreed following the date of the Fund’s first Investment in the relevant Portfolio Company)

Fund

Seaya Ventures III fondo de capital riesgo, FCRE

Indemnity

the compensation described in Article 17.3 of these Regulations

Invest Europe

Invest Europe: The Voice of Private Capital (formerly, the European Venture Capital Association)

Investment Commitment(s)

the amount that each of the Investors has firmly and irrevocably committed to contribute to the Fund (and has been accepted by the Management Company), notwithstanding if such amount has been drawn down or not, or if such amount has been redeemed or not, in accordance with the provisions of these Regulations and the Subscription Agreement

Investment Committee

the committee described in Article 8 of these Regulations

Investment Period

means the period beginning on the First Closing Date and ending on the earliest to occur of the following:

- (a) the date of the fifth (5) anniversary of the First Closing Date; or
- (b) the date on which eighty (80) per cent of the Total Commitments have been drawn down from Investors to make Investments or have been committed for Investments in writing pursuant to legally binding agreements; or
- (c) the date on which the Investment Period is considered terminated due to:
 - (i) a Key Executive Departure (as provided in Article 12 of these Regulations); or
 - (ii) a Change of Control (as provided in Article 13 of these Regulations); or
- (d) the earlier of (i) the first closing date of a Successor Fund; and (ii) the date on which the Management Company, the Key Executives and/or any of their respective Affiliates receives any fixed management fee or equivalent fee from a Successor Fund

Investment Policy

the investment policy of the Fund described in Article 5.3 of these Regulations

Investments

investments in a company, venture or entity made directly or indirectly by the Fund, including investments in shares, equity quotas, convertible bonds, options, warrants or loans (in case of any lending activities, only if done in accordance with Article 5.3.4)

Investor

a Person who has subscribed an Investment Commitment in the Fund (whether originally or as a result of a subsequent transfer in accordance with these Regulations) and holds Quotas in the Fund

Investors' Ordinary Resolution

a resolution adopted with the favourable vote (such vote being recorded in writing whether in the minutes of the meeting or in one or more separate documents sent to the Management Company) of Investors and Coinvestors who represent, in aggregate, more than fifty (50) per cent of the Parallel Funds' Total Commitments. The Management Company, the Key Executives, the executives or employees of the Management Company (including the Management Team Members), the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their Coinvestors Investment Commitments) will not be considered for the purposes of calculating the majority required according to the above

Investors' Special Resolution

a resolution adopted with the favourable vote (such vote being recorded in writing whether in the minutes of the meeting or in one or more separate documents sent to the Management Company) of Investors and Coinvestors who represent, in aggregate, at least, seventy-five (75) per cent of the Parallel Funds' Total Commitments. The Management Company, the Key Executives, the executives or employees of the Management Company (including the Management Team Members), the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their Coinvestors Investment Commitments) will not be considered for the purposes of calculating the majority required according to the above

Key Executives

Ms. Beatriz González Ordóñez and Mr. Aristotelis Xenofontos, and any other Management Team Member who may be appointed, at the proposal of the Management Company, by Investors' Special Resolution.

Key Executives Departure

any of the following circumstances:

- (i) during the Investment Period, if any of the Key Executives
 - (a) ceases to dedicate at least seventy (70) per cent of his/her professional time (in case of Mr. Aristotelis Xenofontos such percentage shall be automatically increased as of 1 September 2023 to at least ninety (90) per cent of his professional time) to the Parallel Funds and the Previous Funds, or (b) be employed or otherwise engaged by the Management Company; and
- (ii) after de Investment Period, if:
 - Ms. Beatriz González Ordóñez ceases to (a) dedicate at least seventy (70) per cent of her professional time to the Parallel Funds and the Previous Funds, (b) be employed or otherwise engaged by the Management Company; or (c) otherwise ceases for any reason to devote to the Parallel Funds the time necessary for the proper satisfaction of her obligations under these Regulations; and/or
 - Mr. Aristotelis Xenofontos ceases to (a) dedicate, (A) before 1 September 2023 at least seventy (70) per cent of his professional time, and (B) from 1 September 2023, at least ninety (90) per cent of his professional time to the Parallel Funds and the Previous Funds, (b) be employed or otherwise engaged by the Management Company; or (c) otherwise ceases for any reason to devote to the Parallel Funds the time necessary for the proper satisfaction of his obligations

under these Regulations, unless another person has replaced him as Key Executive in accordance with Article 12 or an additional person had been previously appointed as Key Executive in accordance with Article 12.

Latam Fund	will have the meaning established in Article 10.1 of these Regulations
LECR	Law 22/2014, of 12 November, regulating venture capital entities, other closed-ended collective investment entities and management companies for closed-end collective investment entities and their management companies in Spain
Management Company	Seaya Capital Gestión, SGEIC, S.A. (Unipersonal), a company incorporated in accordance with LECR and registered at the CNMV in the management companies for closed-end collective investment entities with number 97 and its registered office at calle Alcalá 54, 1 st floor right, 28014 Madrid
Management Team Members	the individuals (other than the Key Executives) who dedicate substantially all of their working time to the management and/or administration of the Parallel Funds by virtue of an employment or commercial relationships with the Management Company from time to time, including the senior management employment relationship
Net Invested Capital	the Acquisition Cost of all the Investments made (other than Bridging Investments), minus the proportional portion of the Acquisition Cost of the Investments that have been (i) fully or partially realized; or (ii) fully or partially written off or (iii) fully or partially written down in more than 50% of its Acquisition Cost for more than twelve (12) months (provided that, afterwards, if, according to the Fund's annual audited report, the Investment recovers value, the part of the Acquisition Cost corresponding to the recovered value of such Investment will again be included in the base calculation of the Net Invested Capital).
New Investments	Investments in companies that the Fund has not previously invested, whether directly or indirectly
OECD	Organisation for Economic Cooperation and Development
Operating Expenses	will have the meaning established in Article 7.4.2 of these Regulations
Parallel Funds	together, the Fund and the Coinvestor Funds
Parallel Funds Total Commitments	the amount resulting from the sum of the Total Commitments and the Total Coinvestors Commitments, at any point in time
Person	any natural or legal person, organisation, association or any other entity with or without legal personality

Portfolio Company	any company, association or entity that carries on a business activity in relation to which the Fund holds an Investment
Previous Fund(s)	Seaya Ventures, FCR and Seaya Ventures II, FCR
Proposed Quotas	the meaning set out in Article 19 of these Regulations
Quotas	the Quotas of the Fund
Redemption Obligation	the meaning set out in Article 16.3 of these Regulations
Registration Date	the date on which the Fund is registered with the CNMV
REuVECA	Regulation (EU) 2017/1991 of the European Parliament and of the Council, of 25 October 2017 amending Regulation (EU) No 345/2013 on European venture capital funds and Regulation (EU) No 346/2013 on European social entrepreneurship funds
Rules of Priority for Distributions	the meaning established in Article 16.2 of these Regulations
Seaya Andromeda	will have the meaning established in Article 10.1 of these Regulations
Short-Term Investments	investments made for a term of less than twelve (12) months in bank deposits, financial instruments of the monetary market or others financial instruments issued by a financial institution of recognised prestige (or the issuance of which has obtained the highest rating by the rating agencies “Moody’s” or “Standard and Poors”)
SMEs	enterprises which, at the time of the first investment of the Fund are deemed “micro”, “small”, or “medium sized” companies as defined in accordance with the Recommendation of the European Commission of 6 of May 2003 (EC/2003/361) as amended from time to time
SPV	any special purpose limited liability holding company or entity managed or advised by the Management Company or any of its Affiliates that (i) is totally or partially owned by the Parallel Funds and has been incorporated or acquired for the purpose of making an Investment in a Portfolio Company, when the Management Company considers it to be in the best interest of the Fund due to sound business reasons; or (ii) is incorporated for the purposes of facilitate the coinvestment of the Fund with investors in the Parallel Funds or third parties in accordance with the provisions of Article 5.5 of these Regulations
Subscription Agreement	an agreement entered into by each of the Investors with the Management Company under which the Investor assumes an Investment Commitment in the Fund
Subscription Period	the Subscription Period described in Article 17.1 of these Regulations

Subsequent Investor	any investor who acquires the condition of Investor subsequent to the First Closing Date, as well as any Investor who increases the percentage of their participation in the Fund subsequent to the First Closing Date (in the second case, such Investor shall be a Subsequent Investor in relation to its Investment Commitment, only in relation to the amount by which it increases its percentage of the Total Commitments of the Fund)
Successor Funds	private equity entities or any other collective investment schemes, promoted, established, advised or managed, after the establishment of the Fund, by the Management Company, any of the Key Executives, any of the Management Team Members, and/or any of their respective Affiliates (excluding, for clarification purposes, the Previous Fund and the Coinvestor Funds)
Supervisory Committee	the committee described in Article 9 of these Regulations
Tax Haven	any country or territory qualified by the Spanish legislation, from time to time, as tax haven. Presently, the rules that govern the qualification of a given country or territory as a tax haven for Spanish purposes are contained in the First Additional Disposition of Law 36/2006, of 29 November, on measures for the prevention of tax fraud (as amended by the Second Final Disposition of Law 26/2014, of 27 November)
Temporary Distributions	Distributions classified as Temporary Distributions by the Management Company in accordance with the provisions of Article 21.5 of these Regulations
Total Coinvestors Commitments	the amount resulting from the sum of all the Coinvestors' Investment Commitments at any point in time
Total Commitments	the amount resulting from the sum of all Investment Commitments of all the Investors at any point in time

Transaction Fees

any transaction fees, underwriting fees, investment related fees, directorship fees, co-investment fees, monitoring fees, consulting fees and, in general, any income that the Management Company, its shareholders, directors, employees, the Key Executives, the Management Team Members and/or their respective Affiliates and/or Connected Persons, have received or accrued directly or indirectly deriving from the execution or holding of Investments, including, for clarification purposes (but without limitation), the services referred to in Article 5.3.7 (i.e. ancillary services which the Management Company may grant to the Portfolio Companies), as well as any remuneration, fees or consideration of any type received or accrued as a consequence of attending board meetings, advisory and consultancy services, and fees deriving from closed or failed transactions, or syndication of investments. For the avoidance of doubt, Co-investment Transaction Fees or fixed management fees derived from co-investment opportunities shall be considered a Transaction Fee (excluding, for the avoidance of doubt, the Co-investment Transaction Fees set forth in Article 7.1 of these Regulations)

Transfer or Transfers

the meaning established in Article 19.1 of these Regulations

Undrawn Commitment(s)

in relation to each of the Investors, the part of the Investment Commitment which remains to be drawn down by the Fund at any time, in accordance with the Subscription Agreement and Articles 17.2 and 21.5 of these Regulations

Value or Valuation

shall mean, in relation to an Investment, the value reasonably determined by the Management Company at its discretion, in accordance with the valuation principles issued or recommended by Invest Europe, in force from time to time

Variable Management Fee

the amounts that the Management Company is entitled pursuant to Articles 16.2 (c) and 16.2 (d) of these Regulations

CHAPTER 2 GENERAL DATA OF THE FUND

Article 2 Name and legal scheme

A venture capital fund is hereby established under article 3 of the LECR with the name of Seaya Ventures III fondo de capital riesgo, FCRE, which shall be governed by the legal regime contained in sections 1st and 2nd of Chapter II and Chapter IV of Title I of the LECR, and, for marketing purposes, is hereby established also as a European venture capital fund subject to the legal regime established in article 39 of the LECR and the REuVECA.

The Fund shall be governed by the contents of these Regulations and by the LECR, specifically by sections 1st and 2nd of Chapter II of Title I, by Chapter IV of Title I, and by article 39 of the LECR as well as the REuVECA and the effective provisions implementing the same or which may come to replace them in the future.

The Fund shall at all times comply with the applicable legal regime in accordance with the above.

Article 3 Purpose

The Fund is a pool of assets managed by the Management Company, whose principal corporate purpose consists of taking temporary stakes in the capital of non-financial enterprises and non-real property enterprises that, at the moment of taking the stake, do not trade on the primary market of the securities exchanges or on any other equivalent regulated market of the European Union or of OECD member countries, and that meet the requirements and criteria set forth in the Fund's Investment Policy that is established in these Regulations.

Furthermore, in accordance with the provisions of the LECR, the Fund may also extend its principal purpose to:

- (a) investment in securities issued by companies whose assets are more than fifty (50) per cent formed by real property, provided that the real properties representing at least eighty five (85) per cent of the total book value of the real properties of the Portfolio Company are charged, uninterruptedly during the tenure of the securities, to the development of an economic activity (on the terms provided by the LECR); and
- (b) the taking of temporary stakes in the capital of non-financial enterprises that trade on the primary securities exchanges or in any other equivalent regulated market of the European Union or of the remainder of OECD member countries, provided that such enterprises are delisted within the period established in the LECR.

In accordance with the provisions of the legal rules and regulations relating to Private Equity Funds, those entities whose principal business is the holding of shares or quotas issued by entities belonging to non-financial sectors shall also be deemed to be non-financial enterprises.

In order to implement its principal corporate purpose, the Fund shall make equity investments, but may also provide participatory loans, as well as other forms of financing, in this latter case only to Portfolio Companies that form part of the obligatory investment coefficient, and in accordance with the legal rules and regulations relating to Private Equity Funds.

For the avoidance of doubt, the Fund will not carry out its activity as a fund of funds.

Article 4 Duration of the Fund

The Fund shall have a duration of ten (10) years from the First Closing Date. This term may be increased by up to two (2) successive periods of one (1) year each at the proposal of the Management Company and in both cases following the approval of an Investors' Special Resolution, for the purpose of allowing an ordered disposal of the Investments.

The start of operations will take place on the Registration Date of the Fund in the CNMV.

CHAPTER 3 INVESTMENT POLICY

Article 5 Investment criteria and rules for the selection of investments

The Management Company shall carry out the management and negotiations concerning the acquisition and disposal of assets in accordance with the Investment Policy. In any case, the Fund's Investments are subject to the limitations stated in the LECR, the REuVECA and other applicable regulations.

5.1 Management objective

The objective of the Fund is to generate value for its Investors through the acquisition of temporary stakes in companies in accordance with these Regulations and, in particular, with the Investment Policy.

5.2 Investment Period and divestment strategies

Except for the Follow-On Investments, which may be performed during the Investment Period or after its termination in accordance with the terms of these Regulations, the Management Company will undertake all of the Investments of the Fund within the Investment Period. Once the Investment Period has terminated, the Management Company may only request the drawdown of the Investment Commitments on the terms set out in Article 17.2.

Divestments of the Portfolio Companies will be made, during the life of the Fund, when the Management Company considers appropriate and for these purposes there will not be a specific minimum or maximum term established for the retention of the Investments.

Divestment procedures and strategies will depend on each investment, including without limitation, IPOs, agreements for the acquisition of shares, mergers, sales to other strategic buyers or private equity funds, MBOs, etc.

5.3 Investment Policy

5.3.1 Geographical scope

The higher of: (i) sixty five (65) per cent of the amounts invested by the Fund; or (ii) an amount equal to 3.5 times the Investment Commitment of Fond ICO Global, FCR, shall be invested in SMEs which, at the time that the Fund makes its first investment in them, operate principally, have the centre of their effective management and administration, their registered office or their principal establishment or operation in Spain with an objective of internationalization as a key growth factor, either through the establishment of subsidiaries or branches or the increase of international sales compared to domestic sales, in a scenario of growth of both sales. Additionally, at least seventy five (75) per cent of the amounts invested by the Fund will be invested in SMEs established or operating in the European Union out of which, a majority shall be in Portfolio Companies in their Expansion and Growth Stage and the remaining percentage may be invested in SMEs based or active in the rest of the world (with main focus in Latin America).

The Parallel Funds shall invest an amount equal to at least two (2) times the Investment Commitment of the Institut Català de Finances effectively drawn down in Catalonia.

In this regard, Investments in companies or entities that have their registered office in Catalonia or that have the majority of the employees and effective management in Catalonia will be considered eligible investments in Catalonia. The Management Company shall accredit that the destination of the investment will be in eligible investments in Catalonia and must have the approval of the Institut Català de Finances for it to count, without the it being able to deny its approval unjustifiably.

An eligible amount for this purpose is any amount invested by the Fund in an eligible investment which does not involve the purchase of quotas from another shareholder (secondary operation) but is a cash contribution to the project.

Notwithstanding the above, the Fund shall not invest in SMEs established in Latin America, unless the Management Company explicitly renounces, prior to the Final Closing Date, to establish or promote, during the investment period of the Fund, an investment vehicle with a similar investment policy to that of the Fund and with a geographical focus in Latin America. For the avoidance of doubt, amounts invested in SMEs established in Latin America shall never exceed twenty five (25) per cent of the total amounts invested by the Fund.

Such investments in Portfolio Companies may be channelled indirectly, through SPVs not based in Spain, provided that (i) such indirect structuring is based on sound business reasons, (ii) the activity of the SPV directly invested is the mere holding of the relevant Portfolio Company exclusively (or primarily, in this case only provided that such other minor non-holding activities are ancillary or complementary to the Portfolio Company's business) (iii) the headquarters or effective management of such SPV is located in Spain; (iv) the SPV is incorporated in the territory of a Member State of the European Union or in a jurisdiction that is considered compliant by the OECD and its Global Forum on Transparency and Exchange of Information for Tax Purposes, as may be amended from time to time; and (v) the SPV is not located in a jurisdiction listed on Annex I of the European Union list of non-cooperative jurisdictions in taxation matters as approved and published by the Council of the European Union on 5 December 2017, as may be amended from time to time.

In any case the Fund will invest at least an amount equal to two-thirds of the amount drawn down from the Investors for the purpose of Investments in SMEs in their Expansion and Growth Stage based or active in the territory of the Member States of the European Union.

5.3.2 Sectorial scope, phases, types of enterprise and investment restrictions

The Fund will invest in SMEs and, particularly, in SMEs for which the technology is a fundamental part of their business model and their strategic development.

Such SMEs shall, at the time of the first investment, comply with one of the following conditions:

- (a) that has not been admitted to trading on a regulated market or on a multilateral trading facility;
- (b) that such SME is listed on an SME growth market.

The companies will have a product or technology that has already been developed, with a clear business model and an operating business team. The Fund will principally invest in companies that are in a state of expansion and in consolidated companies with high potential for growth. The Fund will typically invest in companies that have had at least one round of previous financing. The aim of the Fund's investment shall be to support the growth of the company both geographically and in terms of its lines of business.

Investments will be above five hundred (500) thousand euros, typically less than (i) seven (7) million euros, when the Fund makes the first investment; and (ii) ten (10) million euros, in the share capital of non-quoted companies, already incorporated and mainly with less than 5 years of life.

The Fund shall not directly or indirectly invest in (i) real estate assets or (ii) other private equity entities or into any collective investment scheme or pooled scheme, except for one investment

for a maximum amount of €1,000,000 which, subject to the prior approval of the Supervisory Committee, may be invested in other private equity entities or into any collective investment scheme or pooled scheme other than Previous Funds and Successor Funds, in the best interests of the Fund.

The Fund shall not invest, guarantee or otherwise provide financial or other support, directly or indirectly, to companies or other entities:

- (a) whose business activity consists of an illegal economic activity (i.e. any production, trade or other activity, which is illegal under the laws or regulations applicable to any of the Parallel Fund or the relevant company or entity, including without limitation, human cloning for reproduction purposes); or
- (b) which substantially focus on:
 - (i) the production of and trade in tobacco and distilled alcoholic beverages and related products;
 - (ii) the financing of the production of and trade in weapons and ammunition of any kind it being understood that this restriction does not apply to the extent such activities are part of or accessory to explicit European Union policies;
 - (iii) casinos and equivalent enterprises;
 - (iv) the research, development or technical applications relating to electronic data programs or solutions, which
 - (A) aim specifically at:
 - (I) supporting any activity referred to above;
 - (II) internet gambling and online casinos; or
 - (III) pornography, or
 - (B) are intended to enable to illegally:
 - (I) enter into electronic data networks; or
 - (II) download electronic data.

In addition, when providing support to the financing of the research, development or technical applications relating to (i) human cloning for research or therapeutic purposes or (ii) genetically modified organisms (GMOs), the Management Company and the Fund shall ensure the appropriate control of legal, regulatory and ethical issues linked to such human cloning for research or therapeutic purposes and/or GMOs.

Furthermore, and without limitation to the foregoing, the Parallel Funds will not target buy-out (or replacement capital) intended for asset stripping.

5.3.3 Diversification, participation in the shareholding and in the management of the Portfolio Companies

The Fund will not invest more than fifteen (15) per cent of the Total Commitments in a single Portfolio Company and its Affiliates (including, for the avoidance of any doubt, any Follow-On Investments and Bridging Investment made in such Portfolio Company and/or its Affiliates).

Notwithstanding the above, said limit may be increased, for one Investment, to a maximum of twenty (20) percent of Total Commitments with the prior approval of the Supervisory Committee.

To the extent permitted by the Fund's participation in a Portfolio Company, the Management Company will seek for an active presence on the boards of directors and management of such Portfolio Company.

5.3.4 Financing to Portfolio Companies

The Fund may provide profit participating loans as well as other forms of financing, only (i) in favour of Portfolio Companies that form part of the principal purpose of the Fund; (ii) in preparation or in combination with an equity Investment; and (iii) provided that the aggregate sum of the outstanding principal provided by the Fund in accordance with the above, shall not exceed at any time, an amount equal to twenty (20) percent of Total Commitments.

For the purpose of the limitation set out in limb (iii) above, where lending structures (e.g. profit participating loans) are used by the Fund to make an investment carrying equity risk, such funding will be considered as equity irrespective of its legal form.

5.3.5 Third party financing

Without prejudice to the due compliance with the legal limits and requirements established at any time, in order to meet its purposes and when necessary to cover drawdowns, the Fund may take cash as a loan, credit, or incur debt in general, as well as grant guarantees, subject to the following conditions:

- (a) that the maturity period of the loan or credit does not exceed twelve (12) months; and
- (b) that the aggregate amount of the Fund's indebtedness and guarantees at any moment, does not exceed the lesser of (i) ten (10) per cent of the Total Commitments of the Fund, provided that such limit can be increased with the approval of the Supervisory Committee, up to a maximum of fifteen (15) per cent; and (ii) the Undrawn Commitments. For the avoidance of doubt, the Fund shall not take cash as a loan or credit from, or incur debt (as well as to grant guarantees if necessary) in relation with, any of the Management Company, the Key Executives, the Management Team Members and any of their respective Connected Persons and/or Affiliates; and
- (c) the Fund's assets cannot secure any third party financing to the Fund except for: (i) Undrawn Commitments; and (ii) Fund's bank accounts where Undrawn Commitments are being drawn down.

For the avoidance of doubt the borrowing restrictions above shall not apply in the situations in which (i) Portfolio Companies and/or any of their affiliates directly borrow money, and (ii) the Fund grants guarantees or security interests in order to secure the repayment obligations the borrowings described in (i) above, provided that, such guarantee or security interest granted by the Fund satisfies the following criteria:

- (i) such guarantee or security interest is granted solely over the Investments held by the Fund in respect of such Portfolio Company and/or their affiliates and/or over any proceeds deriving therefrom;
- (ii) such guarantee or security interest is otherwise non-recourse to other Fund assets; and
- (iii) such guarantees or security interests, together with any of the Fund's indebtedness and guarantees as per the first paragraph of this Article, do not exceed twenty (20) per cent of the Total Commitments of the Fund at any point in time.

5.3.6 Investment of the Fund's cash

The amounts maintained as the Fund's cash such as the amounts drawn down from Investors prior to the execution of an Investment, or the amounts received by the Fund as a result of a divestment, allocation of dividends or any other kind of distribution until the time of Distribution to the Investors, shall be only invested in Short-Term Investments.

5.3.7 Ancillary services which the Management Company may grant to the Portfolio Companies

Without prejudice to any other activities which the Management Company may carry out in accordance with the provisions of the LECR, the Management Company may provide advisory services to the Portfolio Companies in accordance with the legislation applicable at that moment, which services shall be remunerated pursuant to market conditions.

5.4 Parallel Funds

It is expressly established that the Fund shall enter into a co-investment agreement with any Coinvestor Funds whereby the Fund and the Coinvestor Funds shall make investments together in proportion to their respective Parallel Funds Total Commitments, and which shall regulate, inter alia, the adjustments of expenses and fees that may be pertinent between such entities, timing of investments and divestments and the adoption of decisions by the Fund and the Coinvestor Funds.

For the avoidance of doubt, any costs and expenses derived from such co-investment will be borne by the Fund and the Coinvestor Funds on pro rata basis to their respective portion of the Parallel Funds Total Commitments. In addition, the Coinvestor Funds shall be required to invest and divest in parallel, on pari passu basis with the Fund, on substantially the same legal and economic terms and conditions as the Fund, but not in terms more favourable than those offered to the Fund, pursuant to the co-investment agreements entered into with the Fund.

The constitutional documents (e.g. regulations, shareholders' agreements, etc.) of the Coinvestor Funds and the co-investment agreements entered into between the Fund and the Coinvestor Funds, to the greatest extent possible permitted by law, will provide for the Coinvestor Funds and the Coinvestors the same terms and conditions, mutatis mutandi, than these Regulations provides for the Fund and the Investors (including same duration than the term of the Fund), to the extent applicable. For these purposes the entry and exit valuations of such co-investments shall be the same for the Fund and any Coinvestor Funds.

The essential terms and conditions of the constitutional documents of any Coinvestor Fund and the essential terms and conditions of any co-investment agreement(s) entered into with any Coinvestor Fund will be disclosed to the Supervisory Committee and to the Investors, as soon as practicable, after its establishment or execution, and the amendment of the terms and conditions of such co-investment agreement(s) shall require the prior consent of Investors adopted by means of Investors' Special Resolution. The amendment of the terms and conditions of the constitutional documents (e.g. regulations,

shareholders' agreements, etc.) of the Coinvestor Funds shall require the same majorities required hereunder for the amendment of these Regulations.

The Management Company is empowered to subscribe on behalf of the Fund any coinvestment and collaboration agreements with Coinvestor Funds which comply with these Regulations. Such coinvestment agreements may regulate, among others, those aspects of decision-making within the Parallel Funds that may be necessary in order to achieve full effectiveness.

It is acknowledged that the Fund may receive amounts from and pay amounts to the Coinvestor Funds pursuant to the co-investment agreement to be entered into by the Fund and the Coinvestor Funds so as to equalise the cash position of the Investors and the Coinvestors following the admission of a Subsequent Investor to the Fund or a subsequent Coinvestor in any Coinvestor Fund, the establishment of any additional Coinvestor Fund or any increase in the Investment Commitments or in the Coinvestors' Investment Commitments during the Subscription Period. Amounts received by the Fund from any Coinvestor Fund shall be distributed as soon as is practicable after receipt to previous Investors pro rata to their respective amounts contributed. The amount received (but excluding any amount which represents amounts equal to interest paid by subsequent Coinvestors in the Coinvestor Funds) may be distributed to the previous Investors in accordance with Article 17.4 of these Regulations.

Since the final amount of Total Commitments of the Fund will not be known until the end of the Subscription Period, such coinvestment agreement(s) may contemplate the possibility of acquiring or transferring interests in entities already acquired by the Fund or the Coinvestor Funds, so that, once the Subscription Period expires, their relevant interest in such entities is allocated proportionally to their respective portion of the Parallel Funds Total Commitments. In all events, such acquisitions and transfers between Parallel Funds shall be made only for the abovementioned purposes and at a price equal to the Acquisition Cost. Any amounts received by the Fund for such purpose may be distributed to Investors as Temporary Distributions with the effects specified in Article 21.5 of these Regulations.

5.5 Co-investment opportunities

The Management Company may, at its discretion, offer co-investment opportunities to the investors in the Parallel Funds that, on or before the Final Closing Date, have notified to the Management Company their wish to coinvest with the Fund and/or to third parties strategic co-investors, provided that co-investment opportunities shall meet the following principles: (i) shall be executed in the best interest of the Fund and would not adversely affect Investment opportunities of the Fund; (ii) shall be executed in cases in which the investment required would imply a breach of the Fund's diversification limits or when the investment required exceeds the amount to be invested by the Fund as determined by the Management Company to be in the best interest of the Fund, or when the minimum investment demand by the Portfolio Company exceeds the capacity of the Fund and (iii) no Investor nor third-party strategic co-investor shall be entitled to systematically co-invest with the Fund ("**Co-investment Opportunities**").

The Co-Investment Opportunities shall, in any case:

- (a) be governed by the *pari passu* treatment among the Investors in the Fund, as well as among the Fund and the parties co-investing alongside the Fund in the context of such Co-Investment Opportunity; and, in this connection:
 - (i) be offered to those investors in the Parallel Funds that have notified to the Management Company their wish to coinvest with the Fund, pro rata to their respective stake on the Parallel Funds Total Commitments. In the case that any of the investors in the Parallel Funds do not exercise this right, such remaining portion of the Co-investment Opportunity shall be offered to the

other investors in the Parallel Funds and, if the Management Company considers it to be in the best interest of the Fund, to third parties strategic co-investors.

- (ii) any investments made on the context of the Co-investment Opportunity will be on substantially the same terms and at the same time, and in the same legal and economic terms and conditions as Investments made by the Parallel Funds;
 - (iii) any divestments made on the context of the Co-investment Opportunity, will be on substantially the same terms and at the same time, and in the same legal and economic terms and conditions as divestments made by the Parallel Funds. Notwithstanding the latter, in the event the Fund makes any divestment on the context of a Co-Investment Opportunity and any relevant co-investor wishes to maintain its investment in the relevant Portfolio Company, such co-investor shall not be obliged to divest simultaneously with the Fund, provided that it has notified in writing to the Management Company its intention to maintain such investment for any longer period.
 - (iv) the terms and conditions offered to any party co-investing under a Co-investment Opportunity shall not be more favourable than those offered to the Parallel Funds;
 - (v) the co-investor shall assume its own costs and expenses derived from the Co-investment Opportunity with the Fund. The Management Company shall ensure that expenses of the Fund in connection with any investment where in the context of a Co-investment Opportunity shall be shared pro-rata between the Fund and any co-investor in proportion to the amount co-invested by each one of them in the context of such Co-Investment Opportunity;
- (b) be duly documented in writing pursuant to legally binding and enforceable co-investment agreements in compliance with the provisions of these Regulations, and in particular, the co-investment agreements must ensure, without limitation, that the terms and conditions of the Investments and divestments regulated thereunder comply with the provisions under this Article;
 - (c) be governed by full disclosure and transparency to the investors of the Parallel Funds. The Management Company will, in a timely manner, inform the investors of the Parallel Funds about any new co-investment opportunity to be offered by the Management Company in accordance with this Article;
 - (d) any co-investment vehicle (if any) shall be managed (as management company, manager or - if equivalent in the relevant jurisdiction - advisor) only by the Management Company or one of its Affiliates; and
 - (e) the Management Company shall, in a timely manner, inform the Supervisory Committee about Co-investment Opportunities and disclose the main terms and conditions of any co-investment agreement (and/or any ancillary agreements entered into in connection with such co-investment agreement) entered into in the context of a co-investment opportunity. The information provided shall be reasonably detailed and shall include an express representation by the Management Company stating that the terms and conditions of the co-investment agreement are in compliance with the provisions of

these Regulations. The Management Company, any of its shareholders, directors, members, employees, the Key Executives, any of the Management Team Members, and the Affiliates and/or Connected Persons of any of the aforementioned, as well as any funds or investment vehicles promoted, advised or managed by any of the foregoing, shall not make co-investments (directly or indirectly) with the Fund. Notwithstanding the above, Connected Persons of the abovementioned may either (i) indirectly co-invest with the Fund as Investors in the Parallel Funds or (ii) co-invest with the Fund provided that they are offered a Co-Investment Opportunity by the Management Company as investors in any other Parallel Fund, and subject to fulfilment of the requirements established under this Article 5.5.

For the avoidance of doubt, any fees received by the Management Company in relation with any Co-Investment Opportunity will be deemed to be Transaction Fees for the purposes of Article 7.1.

CHAPTER 4 MANAGEMENT, ADMINISTRATION AND REPRESENTATION OF THE FUND

Article 6 The Management Company

The management and representation of the Fund is vested in the Management Company who, in accordance with the legislation in force, shall exercise the powers of control without being the owner of the Fund and without being possible in any event to challenge on the basis of a lack of administration and/or disposal powers the acts and contracts entered with third parties by the Management Company on behalf of the Fund in the exercise of such powers.

The share capital of the Management Company shall be at all times held by private investors.

The Fund's domicile shall at all times be deemed to be that of the Management Company from time to time.

Article 7 Remuneration of the Management Company and Fund expenses

7.1 Fixed Management fee

The Management Company shall receive from the Fund, as consideration for its management and representation services, an annual Fixed Management Fee that, without prejudice to the reductions and adjustments set out in these Regulations, shall be calculated in the following way:

- (a) during the period between the First Closing Date of the Fund and the first anniversary of the First Closing Date, the Management Company in consideration for planning the investment strategy of the Fund, shall receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of Total Commitments (i.e. 1,875,000 euros); and (ii) two (2) per cent of the remaining amount of Total Commitments (i.e. two (2) per cent of the Total Commitments in excess of seventy five (75) million euros); for example, during this period, at the minimum Fund size of eighty five (85) million euros, the Management Company will receive an annual Fixed Management Fee of 2,075,000 euros);
- (b) during the period between the first anniversary of the First Closing Date and the end of the Investment Period, the Management Company will receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of Total Commitments (i.e. 1,875,000 euros); and (ii) two (2) per cent of the remaining amount of Total Commitments (i.e. two (2) per cent of the Total Commitments in excess of seventy five (75) million euros); for example, during this period, at the minimum Fund size of eighty five (85) million euros, the Management Company will receive an annual Fixed Management Fee of 2,075,000 euros); and

- (c) subsequently, after the termination of the Investment Period and until the date when the Fund is dissolved and the winding-up period is opened in accordance with Article 27 (such date, the “**Dissolution Date**”), the Management Company will receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of the Net Invested Capital; and (ii) two (2) per cent of the remaining amount of the Net Invested Capital.

Liquidation fees to be paid to the liquidator will be negotiated and approved by Investors’ Ordinary Resolution on or before the Dissolution Date.

During the life of the Fund (including potential extensions, as the case may be), the maximum amount to be received by the Management Company as Fixed Management Fee and liquidation fees (as the case may be), shall not exceed seventeen (17) per cent of Total Commitments.

The Fixed Management Fee shall accrue on a daily basis and will be paid per quarter in advance. In relation to the period prior to the Final Closing Date, for the purposes of calculating the Fixed Management Fee the Investment Commitments subscribed for after the First Closing Date will be treated as if they had been subscribed for on the First Closing Date (adjusting the Fixed Management Fee accordingly). The quarters shall begin on 1 January, 1 April, 1 July and 1 October of each year, except the first quarter, which will begin on the First Closing Date of the Fund and will end on the 31 December, 31 March, 30 June or 30 September immediately following this date, and the final quarter, which will end on the Fund’s Dissolution Date (adjusting the Fixed Management Fee accordingly).

The Fixed Management Fee corresponding to each financial year that results from the above calculations shall be reduced by an amount equivalent to the aggregate amount of Transaction Fees accrued in the current financial year and/or in the previous financial years and that had not been offset.

In the event that, in any financial year, the aggregate amount of Transaction Fees accrued and pending to be offset exceeds the amount of the Fixed Management Fee, the excess shall be applied against the Fixed Management Fee and the Variable Management Fee corresponding to subsequent financial years.

Notwithstanding the foregoing, the Management Company shall be entitled to receive and retain any Co-Investment Transaction Fees (excluding, for clarification purposes, the management fees) in connection with Co-investment Opportunities accrued, provided Investors have received in full all the amounts referred to in paragraphs (a) and (b) of Article 16.2. Until that date, Co-Investment Transaction Fees received by the Management Company, shall be deposited by the Management Company in an escrow account opened by the Management Company at an internationally-recognized financial entity in the name of the Management Company. Amounts deposited into the escrow account may only be invested in Short-Term Investments.

The Management Company will be the beneficiary of those amounts held in the escrow account and the interest and returns that may be generated, and may only draw from such escrow account with express authorization from the Management Company, which may only be granted as described herein.

If at the Dissolution Date of the Fund, the aggregate amount of Transaction Fees accrued and pending to be offset exceeds the amount to be paid as Fixed Management Fee in the final quarter, the Management Company shall reimburse to the Fund an amount equivalent to such excess. Additionally, if at the Dissolution Date of the Fund (and considering all amounts that at such time have been or must be reintegrated to the Fund in accordance with the Redemption Obligation) the Investors have not received the full the amounts referred in paragraphs (a) and (b) of Article 16.2, the Management Company shall have to contribute to the Fund the amounts corresponding to Co-Investment Transaction Fees deposited in the escrow account as necessary to make Distributions to Investors for an amount equivalent to the

amounts referred in paragraphs (a) and (b) of Article 16.2 taking into consideration Investment Commitments drawn down. For the avoidance of doubt, amounts distributed as per Articles 21.5 (b), (c) and (d) shall not be considered as distributed and drawn down and amounts drawn down as per Articles 21.5 (e) and (f), if any, shall not be considered as drawn down and distributed.

In accordance with the provisions of the Valued-Added Tax Act 37/1992, on 28th December, the Fixed Management Fee received by the Management Company is currently exempt of the valued-added tax ("VAT").

7.2 Variable Management Fee

In addition to, the Fixed Management Fee, the Management Company shall receive from the Fund, as consideration for its management services, a Variable Management Fee that will be payable in accordance with the provisions of Article 16.2 of these Regulations.

In accordance with the provisions of the Valued-Added Tax Act 37/1992, on 28th December, the Variable Management Fee received by the Management Company is currently exempted of VAT.

7.3 Other remunerations

Apart from the Fixed Management Fee and the Variable Management Fee, the Management Company shall not receive other remuneration from the Fund.

7.4 Fund expenses

7.4.1 Establishment Costs

The Fund shall assume as Establishment Costs all duly documented costs deriving from the establishment of the Fund, including, amongst others, legal costs (costs of lawyers, notaries and registrars), costs of communication, advertising, accounts, printing of documents, travel costs, courier costs, and other costs (excluding any placement agents', brokers' or intermediaries' fees that, in the event, will be paid by the Management Company).

In any case, the Fund shall be responsible for the duly justified Establishment Costs up to the lower of (i) one (1.0) per cent of Total Commitments, or (ii) five hundred thousand (500,000) euros. Any Establishment Costs exceeding this maximum amount shall be paid by the Management Company; if they are paid in advance by the Fund, the Establishment Costs exceeding the abovementioned maximum amount shall be subsequently deducted from the future Fixed Management Fee accrued in favor of the Management Company.

All such amounts will be calculated net of VAT.

Establishment Costs will be disclosed to the Investors in the first Fund's audited financial statements issued by the Management Company in accordance with Article 24 of these Regulations.

7.4.2 Operating Expenses

The Fund shall be responsible for all reasonable and duly documented expenses (including VAT, as applicable) incurred in relation to the organisation and administration of the Fund, including, but not limited to, Abort Costs up to two hundred thousand (200,000) euros annually, expenses relating to the preparation and distribution of reports and notifications, expenses for legal advice, auditing, valuations, accounting (including expenses related to the preparation of financial statements and tax returns), expenses of investment vehicles, registration expenses, custodian fees, expenses incurred by the Supervisory Committee and for the organisation of the Investors'

meetings, external consultants' fees, banking fees, fees or interest on loans, costs of the professional indemnity insurance of the Key Executives, extraordinary expenses (such as those deriving from litigation), tax obligations, and costs of lawyers, auditors and external consultants in relation to the identification, valuation, negotiation, acquisition, holding, monitoring, protection and liquidation of the Investments ("**Operating Expenses**").

For the avoidance of doubt, the Management Company shall pay its own operating expenses (such as office rental and employees), its own tax expenses, as well as all such costs that in accordance with the provisions of these Regulations do not correspond to the Fund (including for the avoidance of doubt any Abort Costs that exceed the annual maximum or do not comply with the requirement set out in the "Abort Costs" definition, as well as any other insurance costs not set out in the paragraph above). The Fund shall reimburse the Management Company for those expenses paid thereby which, in accordance with these Regulations, correspond to the Fund (excluding, for the avoidance of doubt, those expenses which the Management Company may have recovered from Portfolio Companies or other entities in relation with the Fund's transactions). In addition, the Management Company shall bear all those expenses and costs related to services which the Management Company is legally or under these Regulations required to provide to the Fund and that finally have been totally or partially delegated or outsourced to a third party.

Article 8 Investment Committee

8.1 Composition

The Management Company will appoint an Investment Committee formed by up to three (3) members of which the Key Executives will always be members and the other will be part of the Management Team Members.

8.2 Functions

The Investment Committee shall adopt the investment, management and divestment decisions of the Fund, which shall correspond, exclusively, to such Investment Committee. The Investment Committee shall meet as many times as required for the Fund's interests as determined by the Management Company, and whenever requested by any of its members.

The Investment Committee shall be duly and validly assembled when all the Key Executives attend the meeting. The Investment Committee shall adopt resolutions by majority and in any case with the favourable vote of each of the Key Executives (i.e. unanimously). Each member of the Investment Committee shall have one (1) vote, and there shall not be a casting vote in the event of a draw.

Subject to the above, the Investment Committee may itself determine its own rules of organisation and operation.

Article 9 Supervisory Committee

The Management Company will appoint a Supervisory Committee of the Parallel Funds, which will be formed of five (5) members, to be a consultative body, without prejudice to their power to adopt binding agreements in relation to certain matters (as is set out in these Regulations).

9.1 Composition

The members of the Supervisory Committee will be either the Investors and Coinvestors with the three (3) largest Investment Commitments of the Parallel Funds from time to time, one (1) member appointed by the Management Company at its discretion among the Investors of the Fund and one (1) member appointed

by the Management Company among the investors of the Fund, provided that, when the Investor to be appointed is not one of the five (5) largest Investment Commitments of the Parallel Funds, the other members of the Supervisory Committee agree with the appointment.

Additionally, the Management Company may designate a representative of an Investor or a Coinvestor as an observer (with no voice or vote) of the Supervisory Committee.

For the purposes of this article, Investment Commitments from Investors or Coinvestor Investment Commitments from Coinvestors managed or advised by the same entity will be considered as if they were Investment Commitments or Coinvestor Investment Commitments from the same Investor or Coinvestor.

Notwithstanding the above, in no event shall any investors of the Parallel Funds connected with the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, direct or indirect, and/or their respective Connected Persons and/or Affiliates, be part of the Supervisory Committee. For these purposes connected investors shall be:

- (a) when the connected investor is a natural person, the Connected Persons of any of the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, whether such connection is direct or indirect; and
- (b) when the connected investor is a legal person, the Affiliates and/or any other companies or entities that, directly or indirectly are managed or administrated by, or in which any kind of interest is held by, the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, direct or indirect, and/or their respective Connected Persons and/or Affiliates.

In addition, neither the Management Company, nor the Management Team Members, nor the Key Executives, no any of their respective Connected Persons and/or Affiliates shall form part of the Supervisory Committee, but the Management Company and the Key Executives shall have the right to attend its meetings, with the right to speak but not to vote.

9.2 Functions

The functions of the Supervisory Committee will be:

- (a) to be consulted by the Management Company or any Investor in relation to the Investment Policy of the Fund, potential investment sectors, diversification, profitability of the Fund and Valuations;
- (b) to be informed regularly by the Management Company about the status of the Bridging Investments;
- (c) to resolve, upon consultation by the Management Company or any Investors and/or Coinvestors, in respect of conflicts of interest related to the Parallel Funds. In this regard, the Management Company shall immediately inform and fully disclose to the Supervisory Committee about the existence of any potential conflict of interest that could arise in relation with the Fund, any of the Coinvestor Funds, any of the Portfolio Companies, any of the Investors and/or Coinvestors, any of the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, direct or indirect, and/or their respective Connected Persons and/or Affiliates, and the Supervisory Committee shall issue a binding decision. Without prejudice to the foregoing, the Supervisory Committee may make a binding decision about conflicts of interest related with the Parallel Funds without needing to be consulted

by the Management Company and/or an Investor or Coinvestor. Unless prior approval of the Supervisory Committee is obtained, the Management Company shall abstain from taking or omitting to take any action that is subject to a conflict or potential conflict of interest; and

- (d) any other functions contemplated by these Regulations.

In no case will the Supervisory Committee participate in the management of any of the Parallel Funds. Neither the Supervisory Committee, nor its members or the Investors and Coinvestors nominating such members, will have any fiduciary duty in respect of the Parallel Funds, the Investors and/or Coinvestors.

9.3 Organisation and operation

The meetings of the Supervisory Committee will be called by the Management Company at least [twice (2)] a year and with, at least, fifteen (15) business days prior notice. In addition, a meeting of the Supervisory Committee must be called by the Management Company if any of the members of the Supervisory Committee request such a meeting from the Management Company in writing.

All meetings of the Supervisory Committee shall be convened by notice addressed to its members at least fifteen (15) business days in advance, containing the proposed agenda and any documentation concerning any matter submitted to its approval. For the avoidance of doubt, any business submitted to the approval of the Supervisory Committee not included in the agenda circulated in the convening notice, shall not be transacted during the meeting unless otherwise is agreed by unanimity of the members of the Supervisory Committee.

Notwithstanding the above, a meeting of the Supervisory Committee will be validly held to consider any matter, without need of a prior call, provided that all the members are present or represented at the meeting and unanimously accept to hold the meeting and the agenda of the meeting.

The members of the Supervisory Committee may be represented by any person, provided that such representation is set out in writing for each meeting. An email sent to the Management Company setting out such representation will also be valid. The Supervisory Committee shall be duly and validly assembled when the majority of its members are present or duly represented at the meeting.

However, for the valid celebration of the meetings it will not be necessary the personal assistance of the members. Meetings may be held through videoconferencing or any other suitable mode that enables the effective communication among the members. Resolutions adopted in writing without meeting will also be permitted when no member is opposed to that procedure.

During a meeting, a majority of the members of the Supervisory Committee attending the meeting, may request the Management Company and/or the Key Executives to leave the meeting in order to hold an in camera session without their presence.

Subject to the provisions of this Article, the Supervisory Committee may produce its own rules relating to its organisation, calling of meetings, attendance and operation.

9.4 Decisions

The Supervisory Committee will make its decisions through a majority of its members voting in favour. Each member of the Supervisory Committee will have one (1) vote. Decisions may be made without a meeting through a written communication to the Management Company, through a meeting (in which case, the non-attending members may also cast their vote by means of video/tele conference systems or a letter addressed to the Management Company), or through video/teleconference (in these cases, those members not in attendance may vote through a written communication to the Management Company).

Any members of the Supervisory Committee who have a conflict of interest in relation to the resolution in question shall not be entitled to vote, and their vote shall not be counted when calculating the majority required for such resolution to be passed. In the event that the majority of the members have a conflict of interest in relation to the resolution in question, then the resolution in question shall be approved by Investors by means of a Special Investor's Resolution.

Members of the Supervisory Committee will not receive remuneration. Notwithstanding the above, the members of the Supervisory Committee shall be reimbursed for ordinary, reasonable and duly justified travel, accommodation and maintenance expenses that are incurred as a consequence of their attendance to the meetings of the Supervisory Committee.

After each meeting of the Supervisory Committee the Management Company will produce minutes reflecting the discussions and resolutions adopted in such meeting. The minutes so prepared by the Management Company will have to be circulated to the members of the Supervisory Committee for their approval. A copy of the approved minutes shall be sent to the members of the Supervisory Committee. The original of such document shall remain with the Management Company, at the disposition of all the investors in the Parallel Funds.

CHAPTER 5 INVESTOR PROTECTION MEASURES

Article 10 Exclusivity of the Management Company and conflicts of interest

10.1 Exclusivity

The Key Executives shall dedicate, at least, seventy (70) per cent of their professional time (in case of Mr. Aristotelis Xenofontos such percentage shall be automatically increased as of 1 September 2023 to at least ninety (90) per cent of his professional time) to the Parallel Funds, the Previous Funds and the Management Company and in any case, sufficient time to the Fund as it is necessary to diligently discharge their duties and responsibilities under these Regulations and applicable law. In addition, during the whole term of the Fund, the Management Company will have the necessary staff to manage the affairs of the Fund.

The Management Company (for as long as it remains management company of the Fund), the Key Executives, the Management Team Members and any of their respective Affiliates shall not be involved in any manner or have an economic interest in relation to a Successor Fund (excluding for clarification purposes, any Parallel Fund and any Co-investment vehicle on the terms set forth in Article 5.5 of these Regulations), unless approved by Investors by means of an Special Investor's Resolution, before the first of the following dates:

- (a) the date on which the Fund has invested and have been drawdown by the Investors an amount equal to, at least, seventy (70) per cent of the Total Commitments (without considering for this purpose any cancellation of Undrawn Commitments that have been made in accordance with Article 17.2, as the case may be);
- (b) the date of the fifth (5) anniversary of the First Closing Date; or
- (c) the Fund's liquidation.

Notwithstanding the above, a new investment vehicle with a similar investment policy to that of the Fund but with a geographical focus in Latin America (the "**Latam Fund**") established or promoted by the Management Company, its Affiliates or the Key Executives prior to the Final Closing Date and in the terms of article 5.3.1, shall not be considered a breach of the exclusivity provisions of this Article 10.1. to the extent that (i) the Key Executives, the Management Team Members or any of their respective Affiliates may only be involved in the promotion and establishment of the Latam Fund, provided that such involvement does not prejudice the management of the Fund or the Coinvestor Funds in accordance with these

Regulations, and (ii) the Latam Fund is managed by key executives and a management team that are independent of that of the Fund or the Coinvestor Funds. Therefore, for the avoidance of doubt, any other advising or management services rendered to the Latam Fund by the Key Executives, the Management Team Members or any of their respective Affiliates shall be considered a breach of the exclusivity provisions of this Article 10.1.

Also, the establishment and management by the Management Company or its Affiliates being involved in the management of a Spanish private equity fund (*fondo de capital riesgo*) whose investment policy will exclusively be focused on the following sectors: GreenTech, AgriTech & Sustainable Food Value Chain, Circular Economy and Enablers (meaning data- and technology-driven solutions that enable the four core sustainability sectors) (hereinafter “**Seaya Andromeda**”) shall not be considered a breach of the exclusivity and dedication and involvement provisions of this Article 10.1 as long as (i) it does not trigger a Key Executives Departure and therefore it complies with the requirements of the Key Executives Departure definition, and (ii) no Management Team Members (other than the Key Executives and back office) are involved in the management of Seaya Andromeda except for a ten (10) per cent of their time due to co-investment synergies and the team managing Seaya Andromeda is (excluding the Key Executives and back office) entirely different from the team managing the Fund, including the Management Team Members. Seaya Andromeda shall not be considered a Successor Fund exclusively for the purposes of this Article 10.1.

10.2 Express prohibition from competing with the Fund

From the First Closing Date and with the exception of Seaya Andromeda, the Key Executives, the Management Team Members, the Management Company, or any of their respective Affiliates, directors, managers, employees and members, directly or indirectly, shall not carry out investments of any type (including but not limited to loans or other types of financing) in companies or entities that fall within the Investment Policy of the Fund.

In any case, any investment opportunity identified by any of the Management Company, the Key Executives, the Management Team Members and their respective Affiliates, that falls within the Investment Policy, shall be directed exclusively to the Parallel Funds, and any services related to said investment opportunities shall be provided exclusively in the interest of the Parallel Funds. Without prejudice to the above, the Management Company, the Key Executives, the Management Team Members and their respective Affiliates can also direct to Seaya Andromeda any investment opportunity that falls within both the Investment Policy and the investment policy of Seaya Andromeda. For clarification purposes, any investment that falls within the Investment Policy of the Fund and Seaya Andromeda shall require the approval of both Supervisory Committees.

In any case, the Fund shall not, from 1 March 2022, invest more than fifteen (15) per cent of the Total Commitments in companies that fall within the investment policy of Seaya Andromeda and/or in Follow-On Investments in Portfolio Companies that also fall within the investment policy of Seaya Andromeda.

Additionally, the Management Company, the Key Executives and the Management Team Members shall use their best efforts to ensure that any investment opportunities that any of the Management Company's directors, managers, employees and members, directly or indirectly, expect to invest in, relating to companies or entities falling within the Investment Policy of the Fund, are communicated to the Management Company prior to the materialisation of such investment opportunity. If the Management Company has the opportunity to analyse the operation and decides that the Fund shall invest in the company or entity which is the subject of such communication, and the Management Company's director, manager, employee or member decides to invest in such company or entity, this situation shall be considered a conflict of interest and consequently the Fund shall not be able to carry out such investment

without having made a binding consultation to the Supervisory Committee, for which purposes the Management Company shall inform and fully disclose such situation to the Supervisory Committee as soon as possible.

Within a term of 120 days following the end of the financial year, the Management Company shall provide to the Supervisory Committee a report setting out (i) the investment opportunities that have been communicated to it during the previous financial year by the Key Executives, Management Team Members, or Management Company's directors, managers, employees or members, directly or indirectly, (ii) the investment opportunities in which any of the Key Executives, Management Team Members, or Management Company's directors, managers, employees or members, directly or indirectly, has invested and (iii) the investment opportunities in which the Management Company has decided that the Fund will not invest, indicating the justification for such decision. Such report shall not include the name or designation of the company which the investment opportunity relates to, and shall not include the name of the Key Executives, Management Team Member, or Management Company's director, manager, employee or member that has communicated such opportunity.

10.3 Conflicts of interest

The Management Company shall communicate immediately and fully disclose to the Supervisory Committee any conflict or potential conflict of interest that may arise in connection with the Parallel Funds and/or any of their Portfolio Companies, including without limitation, those that may arise between (i) the Parallel Funds and/or their Portfolio Companies and (ii) the entities in which the Key Executives, the Management Team Members, the Management Company, its directors, managers, employees or members, directly or indirectly, as well as their Connected Persons and/or Affiliates, play a management, advisory or administrative role or maintain any kind of interest, directly or indirectly.

In addition and without limitation to the foregoing, unless the Management Company obtains the prior and express approval from the Supervisory Committee (on a case-by-case basis):

- (a) the Fund shall not make co-investments with, acquires assets from, or sell assets to the Previous Funds, Successor Funds, or with any other entities promoted, advised or managed by the Management Company, the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates (the Coinvestor Funds being excluded only to the extent that the terms and conditions provided in the next paragraph of this article are complied with);
- (b) the Fund shall not invest in, divest from, sell or acquire assets of companies in which the Previous Funds hold any stake or have held any stake within the last twenty four (24) months;
- (c) the Fund shall not invest in, divest from, sell or acquire assets of companies in which: (i) any Successor Fund; (ii) the Management Company, any of the Key Executives, any of the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates; or (iii) any entity currently promoted, advised or managed by the Management Company, any of the Key Executives, any of the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates, hold any stake or interest (or have held any stake or interest within the last twelve (12) months), or to which any of the foregoing provides advisory, transactional and/or corporate finance services;
- (d) the Previous Funds, the Successor Funds, the Management Company, the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates (the Coinvestor Funds being excluded, for clarification purposes) shall not invest in or provide financing to the Portfolio Companies;

- (e) the Management Company, the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates (the Coinvestor Funds being excluded, for clarification purposes), shall not have the right (i) to co-invest alongside the Fund; or (ii) to make investments falling within the Investment Policy;
- (f) in connection with article 16.2 LECR, the Fund shall not invest in companies within the group of the Management Company and/or in portfolio companies of other funds managed by the Management Company; and
- (g) the Parallel Funds and the Portfolio Companies shall not engage or subcontract the provision of advisory, transactional, corporate finance or any other services, directly or indirectly, with the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates, other than the Management Company.

The Fund may only acquire assets from, or sell assets (including Investments) to any Coinvestor Fund prior to the Final Closing Date and so long as (A) such transaction is carried out on an arm's length basis, (B) the purchase price for such transaction is (1) if the Fund is acquiring an Investment, not higher than the effective acquisition cost initially paid by the Coinvestor Fund for such investment or (2) if the Fund is selling an Investment, not lower than the Acquisition Cost of such Investment initially paid by the Fund and (C) the terms and conditions of such transaction are (1) if the Fund is acquiring an Investment, not less favourable than those pursuant to which the Coinvestor Fund initially made such investment or (2) if the Fund is selling an Investment, not more favourable than those pursuant to which the Fund initially made such Investment.

The Management Company shall cause the Previous Fund, the Successor Funds, the Key Executives, the Management Team Members, and each of their respective shareholders, directors, employees or Affiliates and/or Connected Persons of any of the aforementioned, to comply with the provisions of this Article. In addition, the Management Company shall inform the Supervisory Committee of any transaction entered into or services provided by any of the Investors to the Management Company, the Portfolio Companies or any of their respective Affiliates and/or Connected Persons of any of the aforementioned.

Those Investors or members of any Funds' body incurring in a conflict of interest shall refrain to vote in relation with a conflict of interest, and their votes and Investment Commitments will not be considered for the purposes of calculating the relevant majority.

Article 11 Substitution or removal of the Management Company and economic effects after the removal of the Management Company

11.1 Substitution of the Management Company

The Management Company shall only request its substitution in accordance with the provisions of this Article 11 by means of a request formulated jointly with the new management company to the CNMV, in which the new management company declares itself willing to accept such duties.

In case there is an Event of Insolvency of the Management Company, the Management Company must request its substitution pursuant to the procedure described in the paragraph above. If the Management Company does not do it, the CNMV may resolve its substitution. In this case the Management Company will not have the right to receive any Fixed Management Fee beyond the date of the declaration of the Event of Insolvency.

11.2 Removal of the Management Company

The Management Company may also be removed (and for such purpose shall request its substitution), in the following situations:

(a) Removal with Cause

The Management Company shall be removed in the event that an Investors' Ordinary Resolution is adopted, directly deriving from an event of Cause, requesting its removal. To this effect, the Management Company shall be required to notify the Investors and the Coinvestors of the occurrence of an event of Cause, as soon as reasonably possible after the occurrence of such event and, in any case, within five (5) business days after becoming aware of it.

For the avoidance of any doubt, the Management Company, the Key Executives, the executives or employees of the Management Company, the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their investment commitments into the Coinvestor Funds) will not be considered for the purposes of calculating the relevant majority.

In the event that the Investors agree the removal with Cause of the Management Company, such removal will have immediate effect and the Management Company shall not be entitled to receive any Variable Management Fee which otherwise would have been entitled to according to Article 16.2 or Fixed Management Fee beyond the date on which the resolution approving such removal has been adopted, nor any compensation deriving from its early removal. In addition, the Investors and the Fund may claim the appropriate compensation for the damages and loss caused.

In the event that a removal with Cause arising from the circumstances set out in Article 12 (Key Executives Departure) and Article 13 (Change of Control) of these Regulations, the Management Company which has been removed may proceed to submit the question of whether Cause existed to an arbitration award. In the event that following a final arbitration award (*sentencia firme*) determines that Cause did not exist, the Management Company which was removed will be deemed to have been removed, with the economic effects of removal without Cause being applied in the terms set forth in Article 11.3(a) below.

(b) Removal without Cause

The Management Company may be removed (a) at any time, if the Management Company has been removed from any of the Previous Funds, with or without cause or (b) after two (2) years of the First Closing Date by means of an Investors' Special Resolution for any reason not derived from a Cause event. For the avoidance of any doubt, the Management Company, the Key Executives, the executives or employees of the Management Company, the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their investment commitments into the Coinvestor Funds) will not be considered for the purposes of calculating the relevant majority.

In this case, the effects of the removal shall take place from the moment the relevant Investors' Special Resolution is adopted. The Management Company will request its substitution and will have the right to receive from the Fund a compensation equivalent to the amounts received in the previous twelve (12) months, as Fixed Management Fee. Such compensation shall be paid by the Fund only once (i) the Management Company has delivered to the replacing management company any and all Parallel Fund's management, accounting and corporate books and records;

and (ii) the removal of the Management Company and its replacement by the new management company has been formalized and registered with the CNMV. Notwithstanding the above, the Management Company shall be required to reimburse to the Fund the portion of the annual Fixed Management Fee received in advance prior to its removal, attributable to the management period of the Fund's assets subsequent to the removal.

The substitution of the Management Company shall not grant the Investors any right to reimbursement or withdrawal of their quotas, except in the cases in which the latter may be established on an imperative basis, by the LECR or other applicable legal provisions. Notwithstanding the above, the Management Company, the Key Executives, the Management Team Members or their respective Affiliates may have the option to cancel their Undrawn Commitments.

One or more Investors and/or Coinvestors representing, at least, twenty percent (20%) of Total Commitments, may at any time convene the Investors' Meeting to resolve on the removal of the Management Company, with or without Cause, as applicable. In such event, the Management Company shall immediately convene the Investors and the Coinvestors.

From the date of the Investors' Ordinary Resolution approving the removal with Cause according to paragraph (a) above, or from the date of the Investors' Special Resolution approving the removal without Cause according to paragraph (b) above, as applicable, (the "**Removal Resolution Date**") the Investment Period will be automatically suspended if it was not already terminated at that moment and, in any case, no Investments or divestments will be carried out (including but not limited to Follow-on Investments), except those Investments or divestments which prior to the Removal Resolution Date were already approved in writing by the Investment Committee and committed in writing vis-à-vis third parties under binding and enforceable agreements. From the Removal Resolution Date, the Management Company may only request the contribution of the Investment Commitments necessary for the Fund to meet its obligations previously assumed in written and binding agreements, as well as the payment of expenses of the Fund in accordance with these Regulations.

11.3 Economic effects after the removal of the Management Company

(a) Removal with Cause

In the event that the Management Company is removed with Cause, the Management Company will lose the Variable Management Fee which is entitled to receive and will continue to be subject to the Redemption Obligation for the amounts distributed as Variable Management Fee up to the date of the removal.

Notwithstanding the above, if in the terms of article 11.2 (b) and article 32 of these Regulations a final arbitration award (*sentencia firme*) determines that no Cause has occurred, then the economic effects of the removal will be re-classified as if such removal had been a Removal without Cause (*i.e.* such re-classification will affect only to the economic effects of the removal, but will not change, without limitation, the Removal Resolution Date nor otherwise affect to the validity of the corresponding removal resolution) and, as such, the Management Company shall be entitled to: (i) receive from the Fund a compensation equal to the amounts received as Management Fee in the previous twelve (12) months, in accordance with Article 11.2 (b) above; and (ii) retain its right to receive the Variable Management Fee, reduced by the applicable proportion shown in the table of Article 11.3 (b) below and subject to the Redemption Obligation for those amounts distributed as Variable Management Fee.

(b) Removal without Cause

In the event that the Management Company is removed without Cause, the Management Company will retain the right to receive the Variable Management Fee, reduced by the proportion shown in the table below:

Years elapsed between First Closing Date and the removal of the Management Company*	Reduction proportion
1	88 %
2	76 %
3	64 %
4	52 %
5	40 %
6	32 %
7	24 %
8	16 %
9	8 %
10	0 %

*The interim periods will be calculated in proportion with the days elapsed in the financial year.

Notwithstanding the above, in the event that the Fund is liquidated immediately after a Removal without Cause, the Management Company shall preserve the right to receive the Variable Management Fee reduced as per the above table.

In addition, the Management Company will continue to be subject to the Redemption Obligation for the amounts distributed as Variable Management Fee.

11.4 Substitution request in the event of removal

The Management Company shall not request its voluntary substitution before the CNMV.

Notwithstanding the above, in the event of a removal with Cause or a removal without Cause as set out in these Regulations, and without prejudice to the fact that the removal shall be effective from the date of the corresponding Investors' resolution, the Management Company agrees to deliver to the replacing management company any and all Parallel Fund's management, accounting and corporate books and records, and to formally request its substitution before the CNMV and to carry out all the necessary steps to give effect to such substitution in accordance with the LECR.

Article 12 Key Executives Departure

12.1 Suspension of Investments and divestments

In the event of a Key Executives Departure, the Investment Period will be automatically suspended if it was not already terminated at that moment and, in any case, no Investments or divestments will be carried out (including but not limited to Follow-on Investments and Bridging Investments), except those Investments or divestments which (a) prior to the Key Executives Departure were already approved in writing by the

Investment Committee and committed in writing vis-à-vis third parties under binding and enforceable agreements; or (b) are proposed by the Management Company and authorised by the Supervisory Committee on a case-by-case basis (the “**Suspension Period**”).

During the Suspension Period, the Management Company may only request the contribution of the Investment Commitments necessary for the Fund to meet its obligations previously assumed in written and binding agreements, as well as the payment of the management and administrative expenses of the Fund in accordance with these Regulations. During the Suspension Period, the Fixed Management Fee to be received by the Management Company shall be calculated in accordance with Article 7.1 (c) of these Regulations.

The Management Company shall notify the Investors, as soon as reasonably practicable and in any case no later than ten (10) business days after having knowledge of the Key Executives Departure event.

The Investors by Investors’ Special Resolution may decide at any time to terminate the Suspension Period if it is resolved that the remaining Key Executive and the rest of the Management Team Members are sufficient to continue with the management and administration of the Parallel Funds.

Unless the Investors had previously resolved to terminate the Suspension Period, within a maximum period of six (6) months following the Key Executives Departure event (which may be extended by three (3) months with prior consent of the Supervisory Committee) the Management Company shall propose to the Investors one or more appropriate candidates to replace the departing Key Executive. Based on that proposal, the Supervisory Committee unanimously (or the Investors by Investors’ Special Resolution if not previously resolved unanimously by the Supervisory Committee within fifteen (15) business days) may resolve to approve the proposed replacement and terminate the Suspension Period.

If the aforementioned period of six (6) months (or such period extended by three (3) months pursuant to the prior consent of the Supervisory Committee) expires without the Suspension Period being terminated according to the above, then: (i) the Investment Period, if not already terminated, will be considered terminated automatically and (ii) the Management Company shall convene the Investors and the Coinvestors so that, within a maximum period of one (1) month, one of the following two decisions is approved by means of an Investors’ Ordinary Resolution: (a) the liquidation of the Fund; or (b) the Removal with Cause of the Management Company.

If the Investors do not take one of these two decisions (whether this is due to not reaching the necessary majority for the approval of either decision, or for any other reason), the Fund shall be dissolved and the Management Company shall require the Investors to appoint a liquidator in accordance with Article 27 of these Regulations.

For the avoidance of doubt, in any of the decisions to be taken by the Investors under this Article, the Management Company, the Key Executives, the Management Team Members, or any of their respective shareholders, directors, employees, Connected Persons and/or Affiliates shall not be entitled to vote as Investors and/or Coinvestors, as the case may be, and their votes and Investment Commitments will not be considered for the purposes of calculating the required majority.

12.2 Substitution of the Key Executive

In the event of a departure of a Key Executive, the Management Company shall (i) communicate such circumstance to the Investors no later than ten (10) business days following the departure of such Key Executive; and (ii) propose as soon as possible the appointment of a new key executive. The new key executive proposed by the Management Company to replace the outgoing Key Executive shall only become a Key Executive (a) if so approved by the Supervisory Committee, unanimously, within fifteen (15) business days as from the date when the replacement is proposed; or (b) if the replacement is not approved

unanimously by the Supervisory Committee within the aforementioned term, if so approved by the Investors by Investors' Special Resolution

Article 13 Change of Control

In the event that at any moment a Change of Control occurs, unless approved by the Investors by Investors' Special Resolution, the Investment Period will be automatically suspended if it was not already terminated at that moment and, in any case, no Investments or divestments will be carried out (including but not limited to Follow-on Investments and Bridging Investments), except those Investments or divestments which (a) prior to the Change of Control were already approved in writing by the Investment Committee and committed in writing vis-à-vis third parties under binding and enforceable agreements; or (b) are proposed by the Management Company and authorised by the Supervisory Committee on a case-by-case basis (the "**CoC Suspension Period**").

During the CoC Suspension Period, the Management Company may only request the contribution of the Investment Commitments necessary for the Fund to meet its obligations previously assumed in written and binding agreements, as well as the payment of the management and administrative expenses of the Fund in accordance with these Regulations. During the CoC Suspension Period, the Fixed Management Fee to be received by the Management Company shall be calculated in accordance with Article 7.1 (c) of these Regulations.

The Management Company shall notify the Investors, as soon as reasonably practicable and in any case no later than ten (10) business days after having knowledge of the Change of Control event. In addition, the Management Company shall inform the Supervisory Committee, as soon as reasonably possible, about the occurrence of any transfer of shares, economic and/or voting rights in the Management Company, even if such transfer does not entail a Change of Control.

The Management Company shall convene the Investors and the Coinvestors so that, within a maximum period of three (3) months from the notification by the Management Company of the occurrence of a Change of Control, one of the following three decisions is approved by means of Investors' Ordinary Resolution: (i) the removal with Cause of the Management Company, with the consequences set out in Article 11 above; (ii) the termination of the CoC Suspension Period and consequently the continuation of the Fund; or (iii) the liquidation of the Fund. For the avoidance of doubt, in each of (i), (ii) and (iii) above, the Management Company, the Key Executives, the Management Team Members, or any of their respective shareholders, directors, employees, Connected Persons and/or Affiliates shall not be entitled to vote as Investors and/or Coinvestors, as the case may be, and their votes and Investment Commitments will not be considered for the purposes of calculating the required majority.

If the Investors and the Coinvestors do not take one of these three decisions (whether this is due to not reaching the necessary majority for the approval of either decision, or for any other reason), the Fund shall be dissolved and the Management Company shall require the Investors to appoint a liquidator in accordance with Article 27 of these Regulations.

CHAPTER 6 QUOTAS

Article 14 General characteristics and form of representation of Quotas

The Fund is a pool of assets divided into a single class of Quotas, which vest in their holders a property right on the terms regulated by law and contract and, in particular, as established by these Regulations. The subscription of an Investment Commitment by each of the Investors in the Fund shall imply the obligation to comply with these Regulations by which the Fund is governed and, in particular, the obligation to subscribe the Quotas and drawdown the Investment Commitments on the terms and conditions herein established.

The Quotas shall be considered to be negotiable securities and may be represented by no par value registered certificates which may document one or more Quotas, and whose issue Investors shall have a right to. On such certificates shall be set out the subscription value, the order number, the number of Quotas it relates to, the name of

the Fund, the Management Company and its registered office, the date on which the Fund was established and the details relating to registration with the appropriate administrative body.

Quotas will have an initial subscription value of ten (10) euros at the First Closing Date. Subscription of Quotas after the First Closing Date shall be made, either (i) for a value of ten (10) euros, or (ii) for a subscription value determined by virtue of the Distributions made by means of the reduction of the Quotas, such that all Quotas have the same subscription value at any one time.

As established in Article 17 of these Regulations, all Quotas will be completely subscribed and drawdown.

Article 15 Net asset value of the Quotas

Notwithstanding the conditions set out in Article 14 in relation to the subscription value of the Quotas, the Management Company will periodically determine the net asset value of the Quotas in accordance with the following:

- (a) the Management Company shall calculate the net asset value of the Quotas in accordance with article 31.4 of the LECR and Circular 04/2015 of 28 October of the CNMV relating to accounting rules, annual accounts and information statements of private equity entities;
- (b) the net asset value will be calculated: (i) once the Subscription Period has terminated; (ii) on at least a half-yearly basis; (iii) whenever a Distribution is made; and (iv) when potential repayments of Quotas arise; and
- (c) unless otherwise established in these Regulations, the most recent net asset value available will be used, and therefore it will not be necessary to calculate the net asset value on a determined date in the event of redemption of the Quotas of a Defaulting Investor or in the case of a transfer of Quotas according to Article 18 and Article 19 below.

Article 16 Economic rights of the Quotas

16.1 Economic rights of the Quotas

Quotas confer to their holders an ownership right to the assets of the Fund pro rata to their stake therein and subject to the Rules of Priority for Distributions.

16.2 Priority for Distributions

Notwithstanding the provisions of Article 16.1, and subject to the provisions of Article 11, Article 16.3, Article 18, Article 21.1 and Article 21.4, Distributions to the Investors shall be made in accordance with the following criteria and order of priority ("**Rules of Priority for Distributions**"):

- (a) first, to all the Investors in proportion to their stake in the Total Commitments, until each of them has received Distributions for an amount equal to one hundred (100) percent of its Investment Commitment;
- (b) second, once the provisions of (a) above have been satisfied, any subsequent Distributions shall be made to all the Investors, in proportion to their stake in the Total Commitments, until each of them has received Distributions pursuant to paragraph (a) above and this paragraph (b) for an amount equal to 1.3. times its Investment Commitment;
- (c) third, once the provisions of (b) above have been satisfied, any subsequent Distributions shall be made only to the Management Company as Variable Management Fee, until it has received an amount equivalent, at any time, to twenty (20) percent of all Distributions made under paragraph (b) above and this paragraph (c) (excluding for the avoidance of doubt Distributions as per paragraph (d)); and

- (d) finally, once the provisions of (c) above have been satisfied, any subsequent Distributions shall be made: (i) eighty (80) per cent to all Investors in proportion to their stake in the Total Commitments; and (ii) twenty (20) per cent only to the Management Company as Variable Management Fee.

The Rules of Priority for Distributions shall be applied to each Distribution, taking into account for such purposes all Distributions made up until such time during the life of the Fund. The Management Company shall use the various procedures through which a Distribution may be made to Investors in such a manner that the Rules of Priority for Distributions are complied with on the occasion of each Distribution.

On liquidation of the Fund, the Rules of Priority of Distributions shall be recalculated and Distributions to Investors and payment of Variable Management Fee adjusted, taking into account Investment Commitments drawn down to guarantee that the Variable Management Fee is, subject to the Rules of Priority of Distributions, twenty (20) per cent of all Distributions in excess of Investment Commitments drawn down. For the avoidance of doubt, amounts distributed as per Articles 21.5 (b), (c) and (d) shall not be considered as distributed and drawn down and amounts drawn down as per Articles 21.5 (e) and (f), if any, shall not be considered as drawn down and distributed.

The Management Company shall withhold any tax which may be applicable by law to each Distribution.

16.3 Redemption Obligation

The Management Company and the Investors shall be under an obligation, once the liquidation period of the Fund has terminated, to pay to the Fund any amount received from it during the life of the Fund which exceeds its economic rights (the "**Redemption Obligation**").

For these purposes, during the process of the liquidation of the Fund, the liquidator of the Fund, either at its own instance or at the request of any Investor, shall repay and/or, as applicable, require the Management Company to repay to the Fund any amounts received from the Fund in excess of their economic rights (excluding any amounts that the Management Company has paid or are under an obligation to pay, either directly or through withholding tax, as a consequence of their tax obligations deriving from the payment of such amounts), as the case may be. Once such amounts have been repaid to the Fund, the liquidator of the Fund shall proceed to distribute such amounts amongst the Investors and/or the Management Company according to the Rules of Priority for Distributions set out in Article 16.2 above.

CHAPTER 7 SUBSCRIPTION AND DRAWDOWN OF QUOTAS REGIME

Article 17 Subscription and drawdown and Quotas regime

17.1 Subscription Period

From the First Closing Date until the Final Closing Date (the "**Subscription Period**"), the Management Company may accept additional Investment Commitments either from new Investors or from existing Investors (in which case said Investors shall be treated as Subsequent Investors only in relation to their additional Investment Commitments, and only to the extent that, as a result of those additional Investment Commitments, their respective percentages of the Total Commitments of the Fund have increased).

On the date the Fund is formed and/or on each of the subsequent closings that take place during the Subscription Period, each Investor that has been admitted to the Fund and has signed its respective Subscription Agreement, shall subscribe and drawdown the Quotas according to the procedure established by the Management Company in the Drawdown Notice, according to their Investment Commitment.

The Parallel Funds' Total Commitments shall not exceed at any time the amount of one hundred and sixty five million (165,000,000) euros.

At any time during the term of the Fund, no single Investor or Coinvestor shall subscribe, hold or control, directly or indirectly, individually or jointly with their Affiliates and/or Connected Persons, more than fifty (50) per cent of the Total Commitments, and/or more than fifty (50) per cent of the Parallel Funds' Total Commitments, and/or more than fifty (50) per cent of the voting rights in any body of the Parallel Funds.

The offer of Quotas shall be strictly made as a private placement.

The minimum Investment Commitments of an Investor to the Fund, subject to the Management Company's discretion, will be one (1) million euros for investors in the Previous Funds and for all other Investors, the minimum Investment Commitments shall be two (2) million euros, although the Management Company may also accept subscriptions for Investment Commitments of less than this amount at its discretion.

The Key Executives, the Management Company, the Management Team Members, the members of the Board of Directors of the Management Company and/or any of their Affiliates will subscribe and maintain, in aggregate, an Investment Commitment equal to, at least, two point five (2.5) per cent of the Parallel Funds Total Commitments.

Once the Subscription Period has ended, the Fund will be closed-ended, no transfers of Quotas to third parties (that is, Persons who prior to the transfer are not an Investor or an Investor's Connected Person or Affiliate), or issuances of new Quotas to third parties, are contemplated.

17.2 Drawdowns

Throughout the life of the Fund, subject to the provisions of Article 5.2, the Management Company shall require to all Investors, the subscription and drawdown of the Quotas of the Fund, pro rata to their stake in the Total Commitments, on the date indicated in the Drawdown Notices (which the Management Company will send to each Investor with at least fifteen (15) business days prior notice). In all cases the drawdowns shall be requested as they become necessary to fund the Investments, the Fixed Management Fee, the Establishment Costs or the Operating Expenses of the Fund in accordance with these Regulations. The Management Company shall determine at its discretion the number of Quotas to be subscribed and drawdown, according to what it considers to be suitable to meet the obligations of the Fund and comply with its purpose. Such contributions shall be made in cash (and, for the avoidance of any doubt, in euros). The Management Company does not anticipate making Drawdown Notices for amounts less than five hundred thousand (500,000) euros.

Under no circumstances an Investor will be obliged to disburse any amounts in excess of its Undrawn Commitment nor will any of its rights and obligations as Investor in the Fund will be affected in any manner as a consequence of not disbursing amounts in excess of its Undrawn Commitment.

Following the Investment Period, the drawdown of Investment Commitments may only be requested in the following cases:

- (a) in order to meet any obligation, expense or responsibility of the Fund with respect to third parties (including the Fixed Management Fee);
- (b) in order to make Investments that have been approved by the Investment Committee and committed by means of, at least, duly documented letters of intent granting exclusivity or contracts subscribed by the Fund prior to the end of the Investment Period and subject to the following conditions:
 - (i) the commitment to make the Investment is disclosed to the Supervisory Committee within fifteen (15) business days from the end of the Investment Period; and

- (ii) the Investment shall be completed no later than twelve (12) months from the date on which such Investment has been committed;

for the avoidance of doubt, except for such Investments provided in this paragraph (b) no New Investments will be made after the termination of the Investment Period; or

- (c) in order to make Follow-On Investments, provided that such Follow-On Investments are made prior to the tenth anniversary of the First Closing Date and the aggregate amount of such Follow-On Investments does not exceed the amount of the Undrawn Commitments.

The Management Company, through written notification to the Investors and Coinvestors, may decide with the prior written consent of the Supervisory Committee to cancel either completely or partially the Undrawn Commitments (such decision must be *pari passu* to all the Investors and Coinvestors *pro rata* to their stake in the Parallel Funds' Total Commitments). The Undrawn Commitments so cancelled will reduce the amount of the Total Commitments for the purposes of these Regulations, including without limitation for the calculation of: (i) the Distributions and (ii) the Fixed Management Fee which would have to be recalculated, from the quarter in which the decision is taken, with the amounts paid in excess being immediately repaid to the Investors in proportion to their stake in the Total Commitments.

During the life of the Fund, the maximum amount that may be invested in Portfolio Companies at any time is limited to one hundred (100) per cent of Total Commitments.

For the avoidance of doubt, contribution of Undrawn Commitments will always be requested to the Investors *pro rata* to their respective stake in the Total Commitments, and to Coinvestors *pro rata* to their respective stake in the Coinvestor Funds' Total Commitments.

The Management Company shall ensure that the co-investment agreements, the constitutional documents and/or other legal documentation of the Coinvestor Funds provide for the contribution of the Coinvestor Funds' Total Commitments into the Coinvestor Funds in substantially the same terms and conditions set out in this Article and in any case, in terms no more favorable than those established in these Regulations, that may negatively affect the operations of the Parallel Funds, or breach the *pari passu* principle governing the coinvestment amongst the Parallel Funds.

17.3 Subsequent closings

Each Subsequent Investor will, on its First Drawdown Date, subscribe for Quotas in accordance with Article 17.1 above, as may be necessary for the Investment Commitment of such Subsequent Investor to be drawdown in the same percentage than the Investment Commitments of the existing Investors are at that moment.

In addition to the drawdown set out in the previous paragraph, the Subsequent Investor (except for the European Investment Fund, any investment vehicle managed or advised by Axis Participaciones Empresariales, SGEIC, S.A.U., the Institut Català de Finances or any of its Affiliates) shall pay to the existing investors of the Parallel Funds an indemnity which shall be calculated by applying an annual rate of five (5) per cent to the amount drawdown by the Subsequent Investor on its First Drawdown Date, and during the period from the date or dates on which the Subsequent Investor would have made drawdowns if it had been an investor since the First Closing Date, until the First Drawdown Date of such Subsequent Investor (the "**Indemnity**").

The Fund will act as an intermediary in the name and on behalf of the Subsequent Investors in the payment of the Indemnity to the existing investors, therefore those amounts drawdown by the Subsequent Investors as Indemnity will not be considered as Distributions of the Fund and will be distributed amongst the previous

Investors in the Fund and the Coinvestors pro rata to their stake in the Parallel Funds' Total Commitments and adjusted to take into account the date of their admittance to the Fund and/or the Coinvestor Funds.

For the purposes of these Regulations and, in particular, with respect to the Rules of Priority for Distributions, the Indemnity paid by each Subsequent Investor will not be considered to be a drawdown of its Investment Commitments and therefore it will have to be paid in addition to its Investment Commitment.

The Management Company shall ensure that, the co-investment agreements, the constitutional documents and/or other legal documentation of the Coinvestor Funds provide for subsequent Coinvestors the same terms and consequences provided for the Subsequent Investors in these Regulations.

17.4 Temporary Distributions during the Subscription Period

In order to optimise the management of the Fund's assets, in the event that during the Subscription Period, the Management Company deems there to be an excess of liquidity in the Fund as a consequence of the subscription and drawdown of Quotas by Subsequent Investors, the Management Company may immediately agree to make Temporary Distributions.

Article 18 Defaulting Investor

In the event that an Investor has breached its obligation to contribute such part of its Investment Commitment requested by the Management Company in accordance with Article 17 above, default interest shall accrue in favour of the Fund equivalent to an annual rate of return of ten (10) per cent, calculated on the amount of the contribution of the Investment Commitment required by the Management Company and from the date of the breach until the date of actual payment (or to the date of redemption or sale of the Quotas of the Defaulting Investor as established below). If the Investor does not cure the breach within a period of one (1) month from the date of the Drawdown Notice, the Investor shall be considered a **"Defaulting Investor"**.

The Defaulting Investor shall have its political rights (including those related with its participation in the Supervisory Committee, in the Investors' meetings or other similar bodies) as well as its economic rights suspended, automatically offsetting the outstanding debt against any amounts to which, as the case may be, it would be entitled from the Fund's Distributions.

In addition, the Management Company shall be obliged to execute, at its discretion, any of the following alternatives:

- (a) to demand performance of the obligation to make the contribution requested with payment of the default interest mentioned above and any damages caused by the breach; or
- (b) to redeem the Defaulting Investor's Quotas, with any amounts already contributed by the Defaulting Investor and not having been repaid to the Defaulting Investor by the date of redemption being retained by the Fund as a penalty, and limiting the Defaulting Investor's rights to receive from the Fund, once the remaining Investors have received from the Fund Distributions for an amount equal to the total of the amounts contributed by them during the life of the Fund (pursuant the Rules of Priority for Distributions set out in Article 16.2), an amount equivalent to the lower of the following quantities: (a) fifty (50) per cent of the amounts already contributed to the Fund by the Defaulting Investor that have not been repaid to it by the date of redemption, less any amounts which have previously been distributed; or (b) fifty (50) per cent of the last net asset value of the Quotas corresponding to the Defaulting Investor at the date of redemption. The following shall be deducted from the amount to be received by the Defaulting Investor: (i) any costs, including interest, incurred as a consequence of the financing required by the Fund to cover the amount not contributed by the Defaulting Investor, and (ii) any costs incurred by the Management Company in relation to the breach by the Defaulting Investor plus an amount

equivalent to the Fixed Management Fee that the Management Company ceases to receive as a result of the application of this paragraph; or

- (c) to resolve the sale of the Quotas held by the Defaulting Investor, in which case the Management Company:
- (i) firstly, shall offer the Quotas to each and every one of the Investors in the Fund pro rata to their respective stake of the Total Commitments. In the event that any of the Investors do not exercise this right, such Quotas as correspond to such Investor shall be offered to the other Investors pro rata to their respective stake of the Total Commitments. The purchase price of each Quota offered to the Investors shall be an amount equivalent to fifty (50) per cent of the last net asset value of the Quota.
 - (ii) secondly, any Quotas held by the Defaulting Investor which are not bought by any of the Investors on the terms of the section above shall be offered by the Management Company to a Person or Persons, the sale to whom is determined by the Management Company to be for the benefit of the Fund.

Once a proposal is received by the Management Company, (i) if the price is over fifty (50) per cent of the net asset value of the Quotas, the Management Company may transfer the Quotas of the Defaulting Investor; (ii) if the price offered is less than fifty (50) per cent of the net asset value of the Quotas, the Management Company shall communicate the proposal to the Investors, who within a term of ten (10) business days shall indicate whether they are interested in acquiring the whole stake at such a price, and the transfer shall be made pro rata between the interested Investors within the ten (10) business days following the completion of the aforementioned term. The price agreed between the Management Company and the interested Person or Persons shall be binding on the Defaulting Investor who shall cooperate with the Management Company in order that the transfer be effected.

The Management Company shall not be required to pay the sale price to the Defaulting Investor until such time as it has signed such documentation as the Management Company requests. Of the sale price to be received by the Defaulting Investor, the following amounts shall be subtracted: (i) any costs, including interest, incurred as a consequence of financing required by the Fund to cover the amount not contributed by the Defaulting Investor, and (ii) any costs incurred by the Management Company in relation with the failure of the Defaulting Investor to comply with its obligations plus an amount equivalent to the Fixed Management Fee that the Management Company does not receive as a result of the application of the present article.

The Management Company shall ensure that the co-investment agreements, the constitutional documents and/or other legal documentation of the Coinvestor Funds provide for defaulting Coinvestors substantially the same terms and consequences provided for the Defaulting Investors in this Article and, in any case, in terms no more favorable than those established in these Regulations.

CHAPTER 8 TRANSFER AND REDEMPTION OF QUOTAS REGIME

Article 19 Transfer of Quotas regime

Notwithstanding the provisions of this article, the transfer of Quotas, establishment of limited rights or other types of encumbrances and the exercise of the rights inherent thereto shall be governed by the general provisions for negotiable securities.

The acquisition of Quotas will entail the acceptance by the transferee of the Management Regulations governing the Fund, as well as the assumption by the transferee of the Undrawn Commitment attached to the Investment Commitment linked to the Quotas acquired (the transferor as a consequence being free from the obligation to contribute to the Fund the Undrawn Commitment pertaining to such transferred Quotas).

19.1 Restrictions on the Transfer of Quotas

19.1.1 General restrictions

The establishment of any liens or encumbrances on the Quotas, or any transfers of Quotas, direct or indirect, whether voluntary, compulsory, or other ("**Transfer**" or "**Transfers**"), which do not meet the provisions of these Regulations, shall not be valid, nor shall they take any effect vis-à-vis the Fund or the Management Company.

Any Transfer shall require the prior written consent of the Management Company, which it may grant or deny at its discretion, provided that the consent shall not be unreasonably withheld in the case of Transfers to an Affiliate of the transferor, provided that such Affiliate is wholly-owned by the transferor, or is the holder of one hundred (100) per cent of the quotas or shares of the transferor (provided that the Transfer is not part of a series of transfers by virtue of which the final investor is not an Affiliate of the original transferor in the above terms, which circumstance shall require the prior, written consent of the Management Company, who may grant or deny the same at its discretion); and that the consent will not be necessary where such Transfer is required pursuant to the laws or regulations applicable to an Investor.

In the event that the Quotas are the object of transfer by legal order, by virtue of a judicial or administrative proceeding or as a consequence of the liquidation or death of their owner, the Fund, other investors or third parties, at the discretion of the Management Company, shall have a pre-emption right with respect to the acquisition of such Quotas. For this purpose, in the event such pre-emption right is exercised, the Management Company must present a transferee for the Quotas for their net asset value at the time in which registration of the change in title in the relevant registries of the Fund was requested.

In the absence of agreement as to the net asset value of the Quotas or the procedure to be followed for the valuation thereof, net asset value shall be taken to mean that which is determined by an auditor appointed for such purpose by the Management Company, and who shall not be the auditor of the Fund or the Management Company. Within a deadline of two (2) months from the appointment thereof, the auditor shall issue the auditors' report, which shall be notified to the Management Company and to the interested parties. Within the three (3) months following receipt of the valuation report, the affected parties shall have the right to obtain at the registered office of the Management Company the net asset value of the Quotas which were the object of the Transfer, as price. Once such period has lapsed without the relevant affected Investors having withdrawn such amount, the Management Company shall consign it to a financial institution in the name of the interested parties.

19.1.2 Restrictions on Transfers of Quotas

Transfers of Quotas by the Management Company, the Key Executives, the Management Team Members, the members of the Board of Directors of the Management Company, when that implies reducing their Investment Commitment below the requisites of Article 17.1 above, and/or their respective Affiliates shall not be permitted except in the case that such Transfers are made to the Management Company, the Key Executives, the Management Team Members, the members of the Board of Directors of the Management Company and/or their respective Affiliates. Transfers

of Quotas held by the Management Company, the Key Executives, the Management Team Members, the members of the Board of Directors of the Management Company and/or their respective Affiliates that do not conform with the provisions of this Article shall not be valid nor shall they take any effect vis-à-vis the Fund or the Management Company.

19.2 Procedure for Transfer of Quotas

19.2.1 Notification to the Management Company

The transferor shall notify the Management Company, at least one (1) month in advance of the scheduled Transfer date, including in such notice: (i) the identification data of the transferor and transferee, the price and (ii) the number of Quotas intended to be transferred (the “**Proposed Quotas**”). The notice shall be signed by the transferor and by the transferee.

19.2.2 Subscription Agreement

In addition, prior to the Transfer of the Proposed Quotas, the transferee must send to the Management Company a Subscription Agreement duly signed by the transferee. By means of the Subscription Agreement, the transferee expressly assumes vis-à-vis the Fund and the Management Company all rights and obligations deriving from the acquisition and holding of the Proposed Quotas and, in particular, the Investment Commitment attached thereto (including, for the avoidance of doubt, the obligation to contribute to the Fund such amounts corresponding to Temporary Distributions received by the previous holders of the Proposed Quotas and whose payment is required by the Management Company in accordance with the provisions of Article 21.5 of these Regulations).

19.2.3 Requisites for the Transfer

The Management Company will notify the transferor its decision regarding the consent set out in Article 19.1.1 within a period of fifteen (15) calendar days following the reception of the notification.

The transferee shall not acquire the “Investor” status until such date on which the Management Company has received the document accrediting the transfer, and the transfer has been registered by the Management Company in the relevant register of Investors, which will not take place until the transferor has effected the payment of the expenses incurred by the Fund and/or the Management Company due to the Transfer on the terms set out in Article 19.2.5 below. Prior to such date, the Management Company shall not be liable in relation to the Distributions it makes in good faith in favour of the transferor.

19.2.4 Information and communication obligations

Notwithstanding the above, Transfers of the Fund’s Quotas shall in any case be subject to the reporting and disclosure obligations established by applicable law from time to time and, in particular, to those relating to the prevention of money-laundering.

19.2.5 Expenses

The transferee shall be required to reimburse to the Fund and/or the Management Company all reasonable expenses incurred directly or indirectly in relation to the Transfer of the Proposed Quotas (including, for the avoidance of doubt, legal and auditors expenses).

Article 20 Redemption of Quotas

The Management Company may determine for the benefit of the Fund and its Investors to redeem completely or partially Quotas before the Fund's liquidation pro rata to all Investors in the Fund, except for the provisions contained in Article 18 above relating to Defaulting Investors. Any redemption that does occur shall be a general redemption over all the Investors, and the same percentage shall be applied to the stake which each of the Investors holds in the Fund.

CHAPTER 9 GENERAL DISTRIBUTION POLICY

Article 21 General Distribution policy

21.1 Timing and policy for Distributions

The Fund's policy is to make Distributions to the Investors as soon as possible following a divestment or the receipt of income for other reasons, and no later than thirty (30) days following the receipt of such amounts by the Fund.

Notwithstanding the above, the Management Company shall not be required to make Distributions in the above period in the following circumstances:

- (a) when the amounts to be distributed to the Fund's Investors are not significant in the judgment of the Management Company (for these purposes aggregate amounts of less than five hundred thousand (500,000) euros shall not be considered significant), in which case such amounts shall be accumulated in order to be distributed when the Management Company decides or to be offset against future expenses the Fund has to meet including, but not limited to, the Fixed Management Fee (and in any case on a quarterly basis);
- (b) when the amounts awaiting Distribution may be the object of reinvestment in accordance with the provisions of these Regulations;
- (c) when it refers to Distributions derived from divestments (dividends or other returns from Portfolio Companies) that take place before the end of the Subscription Period; and
- (d) when, in the judgment of the Management Company, the making of the relevant Distribution may be to the detriment of the Fund's financial position, affect its solvency or viability, or the Fund's capacity to meet its obligations or potential or scheduled contingencies.

Distributions to be made by the Fund will be made in accordance with the Rules of Priority for Distributions.

Distributions will be normally made in the form of: (i) redemption of Quotas; (ii) payment of the earnings or reserves of the Fund; or (iii) return of the contributions through the reduction of the value of the Quotas of the Fund.

21.2 Distributions in specie

All cash Distributions shall be made in euros. The Management Company shall not make Distributions in specie of the Fund's assets prior to the liquidation of the Fund.

At the time of the liquidation of the Fund, any Distribution in specie shall be made in the same proportion as if it was a cash distribution, in such a manner that each Investor that is entitled to receive a Distribution in specie shall receive the proportion to which it is entitled of the total of the securities which are the subject of such Distribution (or if the exact proportion is not possible, the closest proportion possible to the one which applies thereto, plus a cash amount equivalent to the difference).

Distributions in specie shall be made in accordance with the Rules of Priority for Distributions, applying for such purpose the investment value as determined by an independent appraiser. For such purpose, the Management Company shall appoint as independent appraiser, on behalf of the Fund, an auditor, investment bank or corporate finance adviser with recognised prestige and experience.

Any Investor not wishing to receive distributions in specie in accordance with the above, may request that the Management Company retains the portion corresponding to such Investor and use its reasonable efforts, acting with due diligence, to sell such assets on behalf of the Investor, distributing to the Investor the resulting amounts (net of all expenses incurred in relation to such disposal). For such purposes, the Management Company shall notify Investors of its intent to make a Distribution in specie, granting them a period of five (5) business days in which to notify the Management Company in writing if they are requesting that the Management Company retains and disposes of the assets as provided above. The assets retained by the Management Company shall belong for all purposes to the relevant Investors (and not to the Fund), and shall be considered as if a Distribution in specie had been made, on the terms provided by this Article. The relevant Investor shall assume all expenses deriving from the above.

21.3 Tax withholdings on Distributions. Administrative tax requirements

As a rule, the Fund will not be obliged to carry out any tax withholding on the earnings and reserves Distributions it makes to the Investors, whether an entity or an individual, unless the Investor is obtaining such Distribution through a Tax Haven.

In order to confirm that this circumstance does not concur, the Management Company will be periodically requesting from the Investor proof of its tax residence. Consequently, whenever it is required by the Management Company, the Investor shall diligently submit to the Management Company a Certificate of Tax Residence.

Likewise, if the Investor changes its tax residence, it shall immediately notify the Management Company of such circumstance and deliver as soon as obtainable a Certificate of Tax Residence to the Management Company.

If the Investor cannot provide the Management Company with a Certificate of Tax Residence for the sole reason of being a tax look-through entity and thus not being subject to income tax in its country of incorporation, the Management Company will be periodically requesting from the Investor proof of the tax residence of the Persons that are its unit holders, partners or members, and of the tax residence of the Persons that are the unit holders, partners or members, of the Investor's own unit holders, partners or members that are tax look-through entities and therefore not subject to income tax in their country of incorporation, and so on (all referred to as the "**Investor's Ultimate Holders**"). In this case the Management Company will also be requesting, as regards to the earnings and reserves it distributes to the Investor, its allocation proportion among Investor's Ultimate Holders. Consequently, whenever it is required by the Management Company, the Investor shall diligently submit to the Management Company a Certificate of Tax Residence of the Investor's Ultimate Holders and the allocation proportion among them, waiving for these purposes any law which may prevent them from reporting such information.

In addition, in order to receiving the Distributions from the Fund and carrying out the contributions requested by the Fund, the Investor will be required to provide the Management Company with a bank account that is not located in a Tax Haven.

If, when requested and before the corresponding earnings and reserves Distribution is carried out, the Investors cannot provide the Management Company with the Certificate of Tax Residence of the Investor or, in its case, of the Investor's Ultimate Holders, the Management Company will withhold on such Distribution the amount required by law.

In such case, the Management Company will promptly notify the Investor of any taxes paid or withheld from Distributions made to the Investor.

The Management Company shall, upon the request of any Investor, promptly furnish to such Investor any information available to the Management Company and shall comply with any administrative requirements that may be imposed on the Management Company by the relevant tax authority in each case that is reasonably necessary in order for such Investor to: (i) reclaim any tax which has been withheld or to file tax returns and reports; or (ii) to furnish tax information to any of the Investor's Ultimate Holders for the same purpose as in the case of the provision of information for use by an Investor. Any cost associated with an Investor request or need derived from any of the circumstances above, will not imply a cost for the Fund and shall be borne by the Investor.

Neither the Investor nor any of its own investors shall, for the mere fact of having invested in the Fund, be required to: (1) file a tax return in Spain (anyone other than for a refund, withholding or similar tax) concerning income not derived from the Fund; or (2) to pay any tax in Spain that do not derived from the Fund.

21.4 Reinvestment/Recycling

Notwithstanding the provisions of Article 5.3.6 above, and in accordance with Article 21.1, the Fund shall not reinvest income and/or dividends received from Portfolio Companies, nor the amounts resulting from the divestment therefrom, nor any other income deriving from the Fund's investments. Notwithstanding the above and by way of exception, the Management Company may decide on the reinvestment of the following (provided that the net value of the Fund at such moment is positive):

- (a) any amounts deriving from divestments (including divestments of the Bridging Investments) that took place within the fourteen (14) month period following the date of the respective Investment, up to the amount of the Acquisition Cost of such Investments (including, cash or share premium distributed by the relevant Portfolio Company in any form permitted by law);
- (b) any amounts deriving from Short-Term Investments made for the better management of the cash and other liquid assets of the Fund. For the avoidance of doubt, the fact that any amount received from a Portfolio Company or from the divestment of a Portfolio Company is temporarily placed in a depositary bank or other similar financial investment shall not mean that such amounts are Short-Term Investments and, therefore, that the returns generated can be reinvested;
- (c) any amounts requested from the Investors and allotted by the Fund to the payment of the Fixed Management Fee; and
- (d) any amounts deriving from the interests of convertible loans granted by the Fund.

The Fund may recycle in accordance to this article to the extent that (i) the Fund may at no time have Net Invested Capital in Portfolio Companies exceeding 100% of Total Commitments and (ii) the total Acquisition Cost of Investments may in no circumstance exceed one hundred and ten percent (110%) of the Total Commitments.

21.5 Temporary Distributions

The amounts received by the Investors as Distributions classified by the Management Company as Temporary Distributions will increase by their amount the Undrawn Commitments at that moment (up to a maximum limit of the Total Commitments) and the Investors will therefore be under an obligation to drawdown again such amount. For the avoidance of doubt, the obligation to drawdown to the Fund an amount equivalent to a Temporary Distribution belongs to the holder of each stake at the moment in which the Management Company issues the relevant Drawdown Notice, regardless of whether or not the holder of the stake was the recipient of the Temporary Distribution.

For these purposes, the Management Company may decide, at its discretion, to classify a Distribution as a Temporary Distribution, exclusively in relation to Distributions of the following amounts:

- (a) any amounts subject to reinvestment in accordance with the provisions of Article 21.4 above;
- (b) those amounts contributed by Investors in order to make an Investment which has not been completed as it had been envisaged or whose acquisition value was lower than expected and which thereafter the Management Company returned to Investors;
- (c) any amounts contributed to the Fund by Subsequent Investors which in accordance with Article 17.4 may be the object of Temporary Distributions;
- (d) any amounts eventually received by the Fund in relation to the Coinvestor Funds under the provisions of Article 5.4 of these Regulations;
- (e) any amounts distributed to Investors derived from a divestment in connection to which the Fund has provided a guarantee, provided that the Fund is required to make a payment in execution of such guarantee, and provided further that: (i) the aggregate Temporary Distributions made pursuant to this paragraph (e) shall not exceed forty (40) per cent of Total Commitments; and (ii) no Distribution may be recalled for these purposes after two (2) years from the relevant Distribution or, in any case, after the liquidation of the Fund; and
- (f) any amounts distributed to Investors arising from a divestment, provided that, at the time of such Distribution, a legal proceeding has been formally initiated in respect of a third-party claim which potentially may reasonably give rise to an obligation of the Fund to pay an indemnity pursuant to Article 28.2 of these Regulations, and considering further that (i) the amounts distributed as Temporary Distribution under this paragraph shall in no case exceed, in aggregate, twenty (20) per cent of Total Commitments and, individually, the lower of (x) twenty (20) per cent of each Distribution and (y) the amounts claimed by the third party under the legal proceeding referred to above; and (ii) in any case and under any circumstance no Investor will be obliged to reimburse the Temporary Distributions made by virtue of this paragraph (f) for a period longer than two (2) years since the date in which the Distribution had been made or, in any case, after the liquidation of the Fund.

The Management Company shall inform the Investors of any Distributions that are classified as Temporary Distributions. For these purposes, any Distribution classified by the Management Company as Temporary Distribution shall be set out in the relevant Distribution notice. Funds distributed as Temporary Distribution under paragraphs (a), (e) and (f) above, can only be used for the purposes of reinvestment, payments to be made by the Fund under guarantees provided upon divestments, and payments of an indemnity, respectively, in each case as specified in the corresponding Drawdown Notice.

Article 22 Criteria for the determination and distribution of profits

Profits of the Fund will be determined in accordance with the accounting principles and valuation criteria established in the Circular 04/2015 dated 28 October from the CNMV about the accounting rules and private information reports of private equity entities or any laws that substitute these in the future.

The profits of the Fund will be distributed in accordance with the general distributions policy set out in Article 21 and the applicable legislation.

CHAPTER 10 AUDITORS, INFORMATION TO INVESTORS AND INVESTORS' MEETING

Article 23 Auditors appointment

The Fund's annual accounts must be audited in the manner established by law. The appointment of the auditors of the Fund's accounts shall be made by the Management Company within a deadline of six (6) months from the time the Fund is established and, in any case, before 31 December of the first tax year to be examined. Such appointment shall be made to one of the persons or entities referred to in article 7 of RDL 1/2011, of July 1, of account auditing (or such regulations as replace this at any time), provided that it is one of the entities considered to be part of the "big four" or one with recognised prestige and an international network, and shall be notified to the CNMV and the Investors, which shall also be promptly notified of any change in the appointment of the Auditors.

Article 24 Investors' information

Notwithstanding the reporting obligations generally established by the LECR, the REuVECA and other applicable legislation, the Management Company shall make available to each Investor, at its registered office, these Regulations duly updated, as well as any successive audited annual reports which may be published concerning the Fund.

Apart from the Investor reporting obligations indicated above, the Management Company shall provide the Fund's Investors with the following information, which shall be prepared in accordance with the reporting and valuation guidelines issued or recommended by Invest Europe, in force from time to time:

- (a) within forty-five (45) calendar days following the end of each financial year, the provisional Fund's unaudited annual financial statements;
- (b) within one hundred and twenty (120) calendar days following the end of each financial year, a copy of the Fund's audited annual financial statements, including the number of jobs created in the Portfolio Companies in the previous year and, in the first Fund's audited financial statements, the detail of the Establishment Costs incurred in accordance with these Regulations;
- (c) within forty-five (45) calendar days following the end of each quarter, a report containing the following information:
 - (i) the unaudited quarterly financial statements of the Fund;
 - (ii) a description of the Investments and divestments made during such period, with detail of the amounts allocated by the Fund to such transactions;
 - (iii) a description of the Portfolio Companies and other assets of the Fund, together with a brief report on their evolution and status;
 - (iv) an unaudited Valuation of each one of the Portfolio Companies and of the Acquisition Costs of the Fund as of the end of each quarter; and

- (v) details of the Operating Expenses and the Transaction Fees of the Fund during the relevant quarter.

Article 25 Investors' meeting

The Management Company may convene a meeting of the Fund's Investors: (i) whenever it deems appropriate, and at least once (1) per financial year, by giving notice at least fifteen (15) business days in advance; and (ii) in any case, whenever requested in writing, containing the proposed agenda, by Investors representing at least twenty (20) per cent of the Total Commitments, in which case the Management Company shall call said meeting, with the proposed agenda, on a date not later than ten (10) business days from said request (otherwise, Investors representing at least twenty (20) per cent of the Total Commitments may directly convene the meeting themselves).

The Investors' meeting, which may take place in person or through video/tele conference systems, shall be convened by means of a letter addressed to each one of the Investors at least fifteen (15) business days in advance, by any means which allows the Management Company to ascertain the receipt of the meeting notice by the addressee, and must include the place, day and time of the meeting, the agenda of business to be transacted and any documentation concerning any matter submitted to its approval. Notwithstanding the above, such formalities shall not be necessary when, all Investors being present or represented at a meeting, such Investors unanimously decide to hold an Investors' Meeting. For the avoidance of doubt, any business submitted to the approval of the Investors not included in the agenda circulated in the convening notice, shall not be transacted during the meeting unless otherwise is agreed by unanimity of the Investors.

The Investors' Meeting shall be duly and validly assembled when there are either present (including through video/tele conference systems) or represented at the meeting, Investors who represent in total more than fifty (50) per cent of the Total Commitments (except where the Fund has fewer than three (3) Investors, in which case the participation of all Investors shall be necessary). Investors may be represented by any person, provided that such proxy is granted in writing and on a special basis for each meeting. A proxy granted by means of an email or fax sent to the Management Company shall be sufficient.

The Management Company shall nominate, among its representatives, the Chairman and Secretary of the meeting, unless otherwise decided by the majority of the Investment Commitments present or represented at the meeting. During a meeting, the Investors representing the majority of the Investment Commitments in attendance may request the Management Company to leave the meeting in order to hold an in camera session without the presence of the Management Company.

Resolutions of the Investors' meeting shall be adopted, as a general rule, and unless otherwise provided in these Resolutions, by means of the favourable vote of Investors representing more than fifty (50) percent of Total Commitments. Notwithstanding the above, in the event where by virtue of these Regulations, a specific resolution is required to be adopted by means of an Investors' Ordinary Resolution or Investors' Special Resolution, such requirement must be complied with for the valid adoption of the resolution. For these purposes, whenever the Investors' meeting is called in accordance with these Regulations, and one or more of the proposed resolutions to be adopted require Investors' Ordinary Resolution or Investors' Special Resolution, the Management Company shall immediately convene the meetings of the Coinvestors on the same date and, to the extent applicable, with the same agenda, so that the Coinvestors may vote and take the relevant actions so that an Investors' Ordinary Resolution or an Investors' Special Resolution may be adopted, as the case may be. In this connection, the co-investment agreement(s) with the Coinvestor Funds must include the obligation of the Coinvestor Funds of holding a meeting of Coinvestors if an Investors' meeting is convened and one or more of the proposed resolutions to be adopted require Investors' Ordinary Resolution or Investors' Special Resolution. The Management Company shall keep the Supervisory Committee duly informed on any and all actions taken on this regard. Investors incurring in a conflict of interest and Defaulting Investors, will not vote and their vote will not be considered for the purposes of calculating any of the above majorities.

Resolutions which are adopted at an Investors' meeting shall be reflected in the relevant minutes, to be drawn up and signed by the Secretary of the meeting and countersigned by the Chairman of the meeting. The minutes shall be delivered, by the Secretary of the meeting to the Investors attending the meeting for their ratification, within the next ten (10) business days following the relevant Investors' Meeting, provided that if the relevant Investor does not respond within a period of ten (10) business days after the reception of the relevant minutes, such minutes will be deemed as ratified by the relevant Investor. The Minutes shall be delivered to all Investors once ratified according to the foregoing.

CHAPTER 11 GENERAL PROVISIONS

Article 26 Amendment of the Management Regulations

Without prejudice to the powers vested in the CNMV pursuant to the LECR, the Management Company shall notify to Investors of any potential amendment or initiation process for an amendment of these Regulations. In addition, the Management Company shall notify to Investors of any amendment to the Regulations, within a period of ten (10) business days following the registration of the amended Regulations with the CNMV.

Neither the amendments to these Regulations nor the extension of the duration of the Fund (as regulated under Article 4 of these Regulations) shall grant to the Investors any right to withdraw from the Fund.

This article may only be amended with the unanimous agreement of all the Investors.

The Management Company shall submit amendments to the Regulations for approval by Investors' Ordinary Resolution, except (i) in the cases indicated in section 26.1 below, in which approval by an Investors' Special Resolution shall be required; and (ii) in the cases indicated in section 26.2 below, in which these Regulations may be amended by the Management Company without requiring the prior approval of the Investors.

In any case, no amendment to these Regulations may be made without the consent of the Investors prejudiced in the circumstances that the said amendment:

- (a) imposes on any Investor the obligation to make additional contributions to the Fund that exceed its Investment Commitment;
- (b) increases the responsibilities or obligations, or decreases the rights or protections, of an Investor or a particular group of Investors in a different manner to the other Investors; or
- (c) entails any amendment to the Rules of Priority for Distributions.

26.1 Amendment of the Management Regulations requiring Investors' Special Resolution

In the following cases, the amendment of these Regulations must be approved by Investors' Special Resolution:

- (a) to amend the term of duration of the Fund (as regulated under Article 4 of these Regulations);
- (b) to amend the Investment Policy (as regulated under Chapter 3 of these Regulations);
- (c) to amend the Remuneration of the Management Company and the expenses of the Fund (as regulated under Article 7 of these Regulations);
- (d) to amend the Investors protection measures (as regulated under Chapter 5 of these Regulations);
- (e) to amend the team commitment set out in Article 17.1 of these Regulations; or
- (f) to amend the General Distribution Policy (as regulated under Article 21 of these Regulations).

26.2 Amendment of the Management Regulations without the approval of the Investors

Notwithstanding the provisions of Article 26.1 above, these Regulations may be amended by the Management Company, without requiring the approval of the Investors, in order to:

- (a) change the Fund's name;
- (b) clarify any ambiguity or correct or complete any of its articles which may be incomplete or contradictory to another article, or correct any typographical error or omission, or introduce amendments required by regulatory changes affecting the Fund and the Management Company, provided that such modifications do not prejudice the interest of any Investor; or
- (c) make amendments agreed with potential investors following the date of incorporation of the Fund, provided that (i) such modifications do not prejudice the rights or obligations of the Investors and (ii) such modifications are not objected to within a period of fifteen (15) business days from the date of notification made by the Management Company to the Investors, by Investors who represent at least twenty (20) per cent of the Total Commitments.

Article 27 Dissolution, liquidation and termination of the Fund

The Fund shall be dissolved, thereby opening up the liquidation period: (i) upon the expiry of the term set out in these Regulations; (ii) upon the removal or substitution of the Management Company without a substitute management company being named and/or if such removal is requested by the Investors through an Investors' Special Resolution; or (iii) through any other cause established by the LECR or these Regulations.

The resolution for dissolution must be immediately reported by the Management Company to the CNMV and to the Investors.

Once the Fund has been dissolved, the liquidation period shall be opened, and the rights relating to the redemption and subscription of Quotas shall be suspended.

The liquidation of the Fund shall be carried out by the liquidator chosen by an Investors' Ordinary Resolution. The Management Company may be named liquidator in accordance with the above.

The liquidator shall proceed, as diligently as possible and in the shortest possible timeframe, to dispose of the Fund's assets, pay its debts and collect its credits. Once these operations have been carried out, it shall prepare the relevant financial statements and determine the value of the liquidation quotas which corresponds to each Investor. Such statements shall be audited in the manner provided by law and the balance sheet and income statement shall be communicated as relevant to the creditors.

Once a period of one (1) month has elapsed from the receipt of the information described in the paragraph above with no claims, the distribution of the Fund's net assets among the Investors shall take place according to the Rules of Priority for Distributions. Liquidation quotas not claimed within a period of three (3) months shall be consigned in deposits with the Bank of Spain or the General Depository (*Caja General de Depósitos*) and available to their legitimate owners. If there are any claims, the orders of the competent Court shall be followed.

Once the total distribution of net assets has been carried out, debts which could not be cleared have been consigned and debts which have not yet fallen due have been secured, the Management Company shall apply for the cancellation of the relevant entries from the applicable administrative registry.

Article 28 Limitation of liability and indemnities

28.1 Limitation of liability

The Management Company, its shareholders, directors, employees or any person appointed by the Management Company as a member of the Investment Committee or director of any of the Portfolio Companies, as well as the members of the Supervisory Committee (the “**Indemnified Persons**”), shall be exempt from liability for any losses or damages suffered by the Fund in relation to services rendered by virtue of these Regulations or other agreements related to the Fund, or in relation to services rendered as director of any of the Portfolio Companies or as member of the Supervisory Committee, or which otherwise result as a consequence of the transactions, businesses or activities of the Fund, except for those arising from fraud, gross negligence, wilful misconduct, or bad faith in the performance of obligations and duties in relation to the Fund, or a breach of these Regulations, any other Fund legal documentation and/or any applicable law.

The Management Company shall be jointly liable for the acts and contracts carried out by third parties subcontracted by it.

28.2 Indemnities

The Fund shall indemnify the Indemnified Persons for any liability, claim, damages, costs or expenses (including legal costs) incurred or which may be incurred as a consequence of claims by third parties deriving from their position or their relationship with the Fund except for those deriving from fraud, gross negligence, wilful misconduct or bad faith in the performance of their obligations and duties in relation to the Fund or breach of these Regulations. For the avoidance of doubt, “claims by third parties” shall exclude Investors’ claims or claims between the Management Company, the Key Executives, the Management Team Members and their respective Affiliates and/or Connected Persons (always taking into consideration the limitation of liability of 28.1 above). In no case can the indemnities provided in this paragraph exceed an aggregated amount equivalent to twenty (20) per cent of the Total Commitments (including for the avoidance of doubt those covered through Temporary Distributions).

The Persons which have received indemnities from the Fund in accordance with this Article will undertake their best efforts to recover such amounts. For the avoidance of doubt, any duplicated indemnity they could receive will be reimbursed to the Fund.

The Management Company shall engage appropriate professional indemnity insurance to cover the professional liability risk of the Indemnified Persons. The Indemnified Person shall be obliged to first seek indemnification under such insurance coverage, and any amount so recovered shall be deducted from any amount payable to the Indemnified Person by the Fund.

Article 29 Confidentiality obligations

29.1 Confidential information

For the purposes of this article, all information provided by the Management Company to Investors in relation to the Fund, the Management Company, or any Portfolio Company shall be deemed to be confidential information, and the Investors acknowledge and accept that any disclosure of such information may materially affect the Fund, the Management Company or a Portfolio Company. Furthermore, except as otherwise expressly established, any information provided by the Management Company in relation to any Portfolio Company constitutes sensitive commercial information, the disclosure of which may materially affect the Fund, the Management Company or any Portfolio Company.

The Investors agree to keep secret and confidential, and not disclose to or inform third parties of, without the prior written consent of the Management Company, any confidential information to which they have had access in relation to the Fund, the Portfolio Companies or potential investments.

29.2 Exceptions to the duty of confidentiality

The confidentiality obligation set out in Article 29.1 shall not apply to an Investor in relation to information:

- (a) that was in the possession of the Investor in question prior to it receiving it from the Management Company; or
- (b) that was made public for reasons other than the breach of confidentiality obligations by the Investor in question.

Likewise, and notwithstanding the provisions of Article 29.1, an Investor may disclose confidential information relating to the Fund:

- (a) to its own investors or shareholders (including, for the avoidance of doubt, investors in the Investor when it is a fund of funds);
- (b) in good faith, to its professional advisers and auditors for reasons related to the provision of their services;
- (c) if the Management Company so authorizes by written communication addressed to the Investor; or
- (d) if specifically required by law, or a court, or regulatory or administrative authority to which the Investor is subject.

In circumstances (a), (b) and (c) described in the preceding article, and notwithstanding the provisions thereof, such disclosure shall only be permitted if the recipient of the information is subject to an equivalent confidentiality obligation with respect to such information, and has undertaken not to disclose, in turn, such information, the Investors being bound to the Management Company and to the Fund to procure the continuous compliance with such undertaking.

29.3 Retention of information

Notwithstanding other articles of these Regulations, the Management Company will not be obliged to provide to an Investor information which such Investor, but for the application of this Article, would be entitled to receive in accordance with these Regulations, in cases in which the Fund or the Management Company are legally or contractually bound to keep such information confidential.

Article 30 Individual agreements with Investors

The Investors recognise and expressly accept that the Management Company may enter into individual agreements relating to the Fund with the Investors or Coinvestors.

Following the Final Closing Date, the Management Company shall send to all Investors, that so request to the Management Company within thirty (30) business days of the end of the Final Closing Date, a copy or compilation of the agreements entered into prior to this date.

Within a term of twenty five (25) business days following the date on which the Management Company sends such agreements, each Investor is entitled to request that the Management Company enters into an agreement that awards to such Investor the same rights as those awarded to any other Investors or Coinvestors that have subscribed for investment commitments with the Fund or the Coinvestor Funds for an amount equal to or less than the Investor

who is making the request, except in the following cases, in which the Management Company shall have absolute discretion:

- (a) where the agreement offers the Investor or the Coinvestor the opportunity to name a member of the Supervisory Committee or other similar bodies;
- (b) where the agreement makes reference to the manner in which information related to the Fund shall be communicated to such Investor or Coinvestor, or certain confidentiality obligations;
- (c) where the agreement makes reference to any consent to, or rights with respect to, the Transfer of any interest by the Investor or the Coinvestor;
- (d) where the agreement refers to the form, contents and timing of reports or notices, or the manner by which they are provided, or the receipt or delivery of legal opinions;
- (e) where the agreement includes representations and warranties relating to a particular point in time, tax and regulatory reporting and the use and disclosure of any confidential information;
- (f) when the agreement is affected by legal, tax, ERISA status or to applicable statutory or regulatory provisions that are only applicable to certain Investors or Coinvestors, in which case only those Investors or Coinvestors who are subject to the same legal or regulatory regime shall be able to benefit from such agreement, including transfer restrictions.

Article 31 Anti-Money Laundering

The Management Company has adopted a series of internal rules relating to the prevention of money-laundering that shall be reflected in the corresponding Anti-Money Laundering Manual which shall regulate the actions and internal procedures of the Management Company as regards this subject matter.

The Fund and the Management Company shall comply, and cause the Fund and each Coinvestor Fund to comply, with all applicable anti-money laundering and fight against terrorist financing applicable to the Fund and each Coinvestor Fund pursuant to Spanish law.

Article 32 FATCA and CRS DAC

The Management Company may decide to register the Fund as a Reporting Spanish Financial Institution as defined in the IGA, in which case it will have to report to the Spanish authorities the US Accounts (as defined in the IGA) existing among the Investors. For these purposes, the Investors shall diligently submit to the Management Company such information and documentation as may be reasonably requested by the Management Company in compliance with its obligations under the IGA, waiving for these purposes any law which may prevent them from reporting such information.

In this regard, the Investor must be aware that if it does not provide the Management Company with said information in due time, the Fund or the Management Company may be required under the IGA and the FATCA rules to carry out certain withholdings on the distributions corresponding to the Investor or to require the Investor to withdraw from the Fund and, in any event, the Management Company may take any other action that it deems in good faith to be reasonable to mitigate any adverse effect of such failure on the Fund or any other Investor.

In accordance with Chapter 4 of Subtitle A (sections 1471 through 1474) of the United States Internal Revenue Code of 1986, the Management Company, acting as sponsoring entity of the Fund, is compliant with the requirements of a sponsoring entity and maintains effective internal controls with respect to all the obligations of the Fund as sponsored entity of the Management Company under §1.1471-5(f)(1)(i)(F), as applicable.

To the extent that the Fund may have to comply with Royal Decree 1021/2015 of 13 November, establishing the obligation to identify the tax residence of persons who hold or control certain financial accounts and to report

information on said persons in the area of mutual assistance, which transposes into Spain the CRS and the DAC (the “**Spanish CRS-DAC Legislation**”) as well as any subsequent legal provision or regulation issued by the Spanish authorities in relation to this, the Fund will have to report to the Spanish authorities the Financial Accounts of the CRS signing countries (as detailed in the Spanish CRS-DAC Legislation) existing among its Investors.

In this regard, the Investor must be aware that if it does not provide the Management Company with said information in due time, the Fund or the Management Company may be required to apply the penalties and measures established under CRS and its regulations, or to require the Investor to withdraw from the Fund, and in any event the Management Company may take any other action that it deems in good faith to be reasonable to mitigate any adverse effect of such failure on the Fund or any other Investor.

Any expenses incurred by the Fund as a consequence of an Investor not providing the necessary FATCA or CRS-DAC documentation to the Management Company, including for the avoidance of doubt, the expenses derived from the legal advice in this regard, shall be borne by such Investor.

Article 33 Governing law. Jurisdiction

These Regulations shall be governed by Spanish law. The parties agree to waive the application of any other jurisdiction to which the parties may be entitled, and any disputes which may arise out of or in connection with the execution, application or interpretation of these Regulations, or related with it directly or indirectly with the Management Company and any other Investor or between the actual Investors, will be resolved by legal arbitration (*arbitraje en Derecho*), under the protection of the Spanish Act of Arbitrage (“Ley 60/2003, de 23 de diciembre de arbitraje”), in force from time to time, settled by three arbitrators appointed in accordance with the rules of arbitration of the Civil and Commercial Arbitration Court (CIMA), to which the administration of arbitration is entrusted, and whose arbitral award the parties compromise to fulfil. The place of the arbitration shall be Madrid and the language English.

Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

Product name: SEAYA VENTURES III FONDO DE CAPITAL RIESGO, FCRE

Legal entity identifier: V88567573

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective? *[tick and fill in as relevant, the percentage figure represents the minimum commitment to sustainable investments]*



Yes



No



It will make a minimum of **sustainable investments with an environmental objective:** ____%



in economic activities that qualify as environmentally sustainable under the EU Taxonomy



in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy



It will make a minimum of **sustainable investments with a social objective:** ____%



It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ____% of sustainable investments



with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy



with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy



with a social objective



It promotes E/S characteristics, but **will not make any sustainable investments**

Sustainable investment means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.



What environmental and/or social characteristics are promoted by this financial product?

The social and environmental characteristics pursued by the fund is the improvement of the ESG performance of the companies in which it invests.

The fund invests in technology start-ups. Improvements in the ESG performance of these companies should be understood as the reduction of negative externalities generated by the company's activity (e.g. reduction of carbon footprint), job creation and improvement of working conditions, increase of diversity, improvement of corporate governance structures and the establishment of compliance policies that contribute to avoid corruption, improve data protection or cybersecurity, among others.

Sustainability indicators measure how the environmental or social characteristics promoted by the financial product are attained.

● ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

To assess, measure and monitor the improvement in the evolution of ESG performance in the investees, a questionnaire and indicators are used which are measured in the investees at least annually.

The indicators include the principal adverse impacts on sustainability factors that are complemented with others obtained from SASB® (Sustainability Accounting Standards Board) and are chosen according to financial materiality criteria within the sector of activity. The information for calculating the indicators is obtained directly from the investees. The indicators are monitored by the investment teams and discussed by the fund manager's ESG committee.

Principal adverse impacts are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

● ***What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?***

The Fund does not make sustainable investments.

● ***How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?***

Not applicable as the Fund does not make sustainable investments.

— — *How have the indicators for adverse impacts on sustainability factors been taken into account?*

Not applicable as the Fund does not make sustainable investments.

— — *How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:*

Not applicable as the Fund does not make sustainable investments.



Does this financial product consider principal adverse impacts on sustainability factors?

☒ Yes, the Fund considers the principal material or potentially material adverse impacts of the Fund's investments on sustainability factors. These are identified during the due diligence phase and their evolution is measured through the annual calculation of indicators. Information on material adverse impacts on sustainability factors will be integrated into the periodic disclosure to investors.

☐ No



The investment strategy guides investment decisions based on factors such as investment objectives and risk tolerance.

What investment strategy does this financial product follow?

The investment strategy to improve the ESG performance of the company is through engagement with the company and through the influence derived from the political rights held over the company.

● ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

The binding elements of the investment strategy aimed at achieving an improvement in the ESG performance of investee companies are:

- i. Conducting due diligence on the main ESG aspects of the company in the pre-investment phase and identifying areas for improvement.
- ii. The incorporation of the conclusions of the ESG Due Diligence, together with an action plan on the points for improvement into the decision-making process.
- iii. The incorporation of the material aspects of the action plan and certain reporting obligations to facilitate its monitoring in the contractual documentation of the operation.
- iv. The monitoring of the implementation of the action plan through regular dialogue with the company and, at Board meetings, in those meetings in which it is represented.
- v. Annually carrying out a questionnaire for the investee and calculating ESG indicators to measure improvements in performance.
- vi. Annually, the establishment of the content of the engagement actions to be carried out in the investee based on the results of the evaluation of the improvements achieved.

This strategy is applied to the investment process on a continuous basis. The identification of ESG aspects to be improved is based on an ESG assessment carried out in the pre-investment phase. The assessment process includes a materiality analysis of the most relevant ESG aspects within the sector of activity using the SASB® (Sustainability Accounting Standards Board) methodology and a questionnaire including the most relevant ESG issues based on the recommendations of UN PRI and Invest Europe. The conclusions of the analysis are incorporated into the Investment Case Memorandum for the Investment Committee including an action plan. If the investment is approved, the material ESG improvement actions, together with certain reporting obligations including the calculation of indicators, are included in the contractual documentation (Term Sheet, Sales and Purchase Agreement, Shareholders Agreement) to make them binding for the parties. During the investment period, compliance with the action plan in the investees is monitored and promoted through representation on the board and dialogue with the management team. Once a year, the management team is required to complete a questionnaire that includes questions on the degree of compliance with the action plan and the reporting of key indicators that include the principal adverse impacts on sustainability factors. The analysis of the answers to the questionnaire will be carried out by the investment team and the conclusions will be reported to the ESG Committee of the management company, which will evaluate the improvements achieved in the company's ESG performance and will agree with the investment team on the content of the engagement actions to be carried out in the investee during the year.

● ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

Good governance practices include sound management structures, employee relations, remuneration of staff and tax compliance.

It does not apply to the Fund.

● **What is the policy to assess good governance practices of the investee companies?**

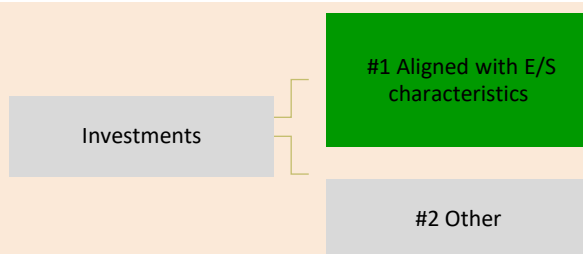
In the ESG analysis of investee companies, good governance practices are analysed.

The questionnaire addresses essential issues such as the existence and composition of the Board of Directors, the remuneration of directors, the existence of compliance policies and, due to the technological nature of the companies in which investments are made, special emphasis is placed on cybersecurity and data protection policies.

The action plans require, at least, the existence of a Board of Directors, the existence of criminal compliance and robust cybersecurity and data protection policies.

What is the asset allocation planned for this financial product?

Enhancement of ESG performance will be promoted in at least 75% of the investments made by the Fund. Although the Fund aims to improve performance in all of its investees, there may be occasions when, due to the characteristics of the transaction, the interests of the co-investors or the limited ability to influence, among other reasons, the full deployment of the strategy described above is not possible. In such cases, the Fund will use its best efforts to achieve improvements in the most relevant ESG aspects of the investee.



#1 Aligned with E/S characteristics includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

#2 Other includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

● **How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?**

It does not apply to the Fund.



To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy¹?

Not applicable as the Fund does not make sustainable investments.

● **Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy¹?**

¹ Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objectives—see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

Asset allocation describes the share of investments in specific assets.

Taxonomy-aligned activities are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational activities of investee companies.



are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.



☐ Yes
 ☐ In fossil gas
 ☐ In nuclear energy

☒ No

To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

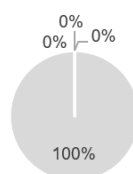
Enabling activities directly enable other activities to make a substantial contribution to an environmental objective.

Transitional activities are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the taxonomy-alignment of sovereign bonds, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.*

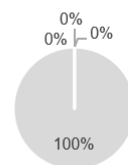
1. Taxonomy-alignment of investments including sovereign bonds*

- Taxonomy-aligned: Fossil gas
- Taxonomy-aligned: Nuclear
- Taxonomy-aligned (no fossil gas & nuclear)
- Non Taxonomy-aligned



2. Taxonomy-alignment of investments excluding sovereign bonds*

- Taxonomy-aligned: Fossil gas
- Taxonomy-aligned: Nuclear
- Taxonomy-aligned (no fossil gas & nuclear)
- Non Taxonomy-aligned



This graph represents 100% of the total investments

*For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures.

● What is the minimum share of investments in transitional and enabling activities?

Not applicable as the Fund does not make sustainable investments.



What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

Not applicable as the Fund does not make sustainable investments.



What is the minimum share of socially sustainable investments?

Not applicable as the Fund does not make sustainable investments.



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

Although the Fund aims to improve the performance of the investees as a whole, there may be occasions when, due to the characteristics of the transaction, the interests of the co-investors or the limited ability to influence, among other reasons, the full deployment of the strategy described above

may not be possible. In such cases, the Fund will use its best efforts to achieve improvements in the most relevant ESG aspects of the investee.



Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

- ***How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?***

It does not apply to the fund.

- ***How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?***

It does not apply to the fund.

- ***How does the designated index differ from a relevant broad market index?***

It does not apply to the fund.

- ***Where can the methodology used for the calculation of the designated index be found?***

It does not apply to the fund.

Reference benchmarks are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.



Where can I find more product specific information online?

More product-specific information can be found on the website: www.seayaventures.com

MANAGEMENT REGULATIONS SEAYA VENTURES III FONDO DE CAPITAL RIESGO, FCRE

November 2022

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CHAPTER 1 DEFINITIONS

Article 1 Definitions

Abort Costs

any duly documented costs and expenses incurred by the Fund or any duly documented external costs and expenses incurred by the Management Company on behalf of the Fund, in each case in relation to investment proposals that do not end up being completed for any cause or reason, provided that the internal Investment decision has been adopted by the Investment Committee

Acquisition Cost

the amounts effectively invested by the Fund for the acquisition of an Investment, including, for the avoidance of doubt, any cost or expense related with the acquisition, borne by the Fund in accordance with these Regulations

Affiliate(s)

means, in relation to any legal person, any Person that directly or indirectly controls, is controlled by, or is under the common control with such legal person (applying for purposes of interpretation, Article 5 of the Royal Decree 4/2015 refunding the Securities Market Law). Nevertheless, Portfolio Companies shall not be deemed to be Affiliates of the Fund or of the Management Company merely by reason of the fact that the Fund holds an Investment in such Portfolio Companies

Auditors

the Fund's auditors appointed from time to time in accordance with the provisions of Article 23 of these Regulations

Bridging Investments

investments made by the Fund (directly or indirectly) for an amount: (i) that in aggregate all Bridging Investments do not exceed in total twenty five (25) per cent of the Total Commitments; (ii) that for each Bridging Investment, does not exceed fifteen (15) per cent of the Total Commitments (provided that such limit may be increased up to twenty (20) per cent of the Total Commitments with the prior approval of the Supervisory Committee); and (iii) that exceeds the amount considered by the Management Company to be appropriate for the Fund, in order to transfer that excess to third parties within twelve (12) months from the date of its acquisition (or from the date on which the Fund assumed the investment obligation, directly or indirectly). The Management Company shall use its best efforts to complete the transfer of the Bridging Investments within such term of twelve (12) months, keeping the Supervisory Committee informed at all times. A Bridging Investment which has not been repaid within twelve (12) months from the date of its acquisition shall be considered a permanent Investment from the date on which it was made

Cause

any of the following circumstances:

- (a) material breach by the Management Company or the Key Executives of the obligations deriving for them from these Regulations, any other Fund's legal documentation, side letters and/or from applicable law;
- (b) an Event of Insolvency of the Management Company;
- (c) wilful misconduct, fraud, criminal conduct, gross negligence or bad faith of the Management Company, any of the Key Executives or the Management Team Members in the performance of their respective obligations and duties in relation to the Fund. In case of wilful misconduct, fraud, criminal conduct, gross negligence or bad faith of any of the Management Team Members (other than the Key Executives) such conduct may not be deemed as "Cause" if the Management Company promptly dismisses such Person and compensates the Fund for any reasonable losses suffered by the Fund as a consequence of the abovementioned conduct. For the avoidance of any doubt, where such Management Team Member incurs in wilful misconduct, fraud, criminal conduct, gross negligence or bad faith when acting on behalf of the Management Company in any capacity or authority, it will be deemed that is the Management Company the one incurring in such conduct and therefore the abovementioned dismissal will not be available for the Management Company to remedy the Cause event;
- (d) the loss of the regulatory status of the Fund or the Management Company;
- (e) in the event of a Key Executives Departure, if the Suspension Period is not terminated in accordance with Article 12.1 of these Regulations;
- (f) a Change of Control event which has not been approved by the Investors in accordance with Article 13 of these Regulations; and
- (g) in case of conviction of criminal misconduct by the Management Company or the Key Executives related to robbery, extortion, fraud, misrepresentation, financial misconduct or violation of securities laws

Certificate of Tax Residence

certificate validly issued by the competent authority of the Investor's country of residence, provided that its residence for tax purposes is established in such country

Change of Control

any of the following circumstances:

- (a) any transfer or issue of shares or quotas of the Management Company, in favour of individuals or entities, if as a result of such transfer or issue, Persons other than, Bejo Ventures S.L., Ms. Beatriz González Ordóñez or Management Team Members, hold more than twenty five (25) per cent, directly or indirectly of the Management Company; or
- (b) any event(s) as a consequence of which, at any time, (i) Ms. Beatriz González Ordóñez and Bejo Ventures, S.L. cease to hold, directly or indirectly, at least [sixty five (65) per cent] of the share capital, the economic or the voting rights of the Management Company; or (ii) Ms. Beatriz González Ordóñez ceases to have the ability to appoint or remove the majority of the members of the board of directors of the Management Company; or (iii) Ms. Beatriz González Ordóñez and Bejo Ventures S.L. cease to, directly or indirectly, receive, at least, fifty (50) per cent of the Distributions to which the Management Company is entitled pursuant to Article 16.2 (c) and 16.2 (d); or (iv) Ms. Beatriz González Ordóñez and Bejo Ventures S.L., together with the remaining Key Executives, Management Team Members and advisory board members of the Management Company (in the latter case only up to an eight (8) per cent of such Distributions), cease to, directly or indirectly, receive, at least, one hundred (100) per cent of the Distributions to which the Management Company is entitled pursuant to Article 16.2 (c) and 16.2 (d); or (v) any event in which Ms. Beatriz González Ordóñez ceases to hold directly fifty (50) per cent of of the shares, economic and voting rights in Bejo Ventures, S.L., or shares in Bejo Ventures, S.L. are transferred to a person other than Ms. Beatriz González Ordóñez, or when the decisions of Bejo Ventures, S.L. related to, in connection with, derived from the company's direct or indirect interest in the Management Company are not taken by Ms. Beatriz González Ordóñez.

Co-investment Transaction Fees

potential variable management fees, success fees or any other similar fees derived from co-investment opportunities

Coinvestor(s)

holders of shares or quotas in the Coinvestor Funds

Coinvestor Funds

any other venture capital entities managed or advised by the Management Company or its Affiliates which are bound vis-à-vis the Fund under a coinvestment agreement entered into on or before the Final Closing Date and governed by identical terms and

	commercial conditions as these Regulations; the Coinvestor Funds are established, exclusively, to attend specific tax or regulatory requirements of the Coinvestors
Coinvestors' Investment Commitment(s)	the amount that each of the Coinvestors has firmly and irrevocably committed to contribute to the Coinvestor Funds (and has been accepted by the Management Company), notwithstanding if such amount has been drawn down or not, or if such amount has been redeemed or not, in accordance with the provisions of the relevant coinvestment agreement and the Coinvestors' subscription agreements
Connected Person(s)	spouses or persons with an analogous relationship, ascendants or descendants, siblings, any other family members up to the second degree, and Affiliates of any such individuals
CNMV	Comisión Nacional del Mercado de Valores
Defaulting Investor	the meaning set out in Article 18 of these Regulations
Distribution(s)	any gross distribution to Investors in their status as such which the Fund makes, including, expressly, refund of contributions, distributions of earnings or reserves, redemptions of Quotas, write-downs to the value of the Quotas or distribution of Quotas upon liquidation. For the avoidance of doubt, such amounts of Distributions as are subject to withholding or interim tax payments shall in any case be considered as if they had been distributed to the Investors for the purposes of these Regulations
Drawdown Notice	the drawdown request sent by the Management Company to Investors, on the terms decided by the Management Company from time to time, in accordance with the provisions of these Regulations
Establishment Costs	costs deriving from the establishment of the Fund according to the provisions of Article 7.4.1 of these Regulations
Event of Insolvency	an event in which the company or entity in question being declared insolvent, or requesting a declaration of insolvency, or where a request for a declaration of insolvency by a third party is accepted in a court order, as well as any case in which the company or entity in question cannot meet its current debts as they become due, or reaches an agreement with its creditors following a cessation of payments or an inability to comply with its obligations, or where the company or entity in question takes any other action, judicial or otherwise, which produces identical results
Expansion and Growth Stage	means the stage of development of a company that has already established a product or service, and has already generated revenue, but may or may not be making a profit and needs financing to grow and expand, including in order to finance increased production capacity, market or product development,

provide additional working capital or is used for a transfer of business with a view to further grow the business

FATCA

Foreign Account Tax Compliance provisions enacted as part of the US Hiring Incentives to Restore Employment Act and codified in Sections 1471 through 1474 of the Code (Internal Revenue Code), all rules, regulations, intergovernmental agreements and other guidance issued or entered into thereunder, including, but not limited to, the Agreement Between the Government of the United States of America and the Government of the Kingdom of Spain to Improve International Tax Compliance and to Implement FATCA (“the IGA”) and its regulations, and all administrative and judicial interpretations thereof

Final Closing Date

the date that is determined in its discretion by the Management Company prior to December 31, 2021

First Closing Date

the date identified as “First Closing Date” by written resolution of the board of directors of the Management Company and which shall be determined by the Management Company in its sole discretion

First Drawdown Date

in relation with each Investor, the date on which it first subscribes for Quotas in the Fund

Fixed Management Fee

the fee described in Article 7.1 of these Regulations

Follow-On Investments

additional investments in Portfolio Companies or its successor companies, not included in the investment agreement executed on the acquisition of the Investment and, in general, in the framework of new financing rounds or in the extension of those financing rounds (i.e. provided that such additional investment has been agreed following the date of the Fund’s first Investment in the relevant Portfolio Company)

Fund

Seaya Ventures III fondo de capital riesgo, FCRE

Indemnity

the compensation described in Article 17.3 of these Regulations

Invest Europe

Invest Europe: The Voice of Private Capital (formerly, the European Venture Capital Association)

Investment Commitment(s)

the amount that each of the Investors has firmly and irrevocably committed to contribute to the Fund (and has been accepted by the Management Company), notwithstanding if such amount has been drawn down or not, or if such amount has been redeemed or not, in accordance with the provisions of these Regulations and the Subscription Agreement

Investment Committee

the committee described in Article 8 of these Regulations

Investment Period

means the period beginning on the First Closing Date and ending on the earliest to occur of the following:

- (a) the date of the fifth (5) anniversary of the First Closing Date; or
- (b) the date on which eighty (80) per cent of the Total Commitments have been drawn down from Investors to make Investments or have been committed for Investments in writing pursuant to legally binding agreements; or
- (c) the date on which the Investment Period is considered terminated due to:
 - (i) a Key Executive Departure (as provided in Article 12 of these Regulations); or
 - (ii) a Change of Control (as provided in Article 13 of these Regulations); or
- (d) the earlier of (i) the first closing date of a Successor Fund; and (ii) the date on which the Management Company, the Key Executives and/or any of their respective Affiliates receives any fixed management fee or equivalent fee from a Successor Fund

Investment Policy

the investment policy of the Fund described in Article 5.3 of these Regulations

Investments

investments in a company, venture or entity made directly or indirectly by the Fund, including investments in shares, equity quotas, convertible bonds, options, warrants or loans (in case of any lending activities, only if done in accordance with Article 5.3.4)

Investor

a Person who has subscribed an Investment Commitment in the Fund (whether originally or as a result of a subsequent transfer in accordance with these Regulations) and holds Quotas in the Fund

Investors' Ordinary Resolution

a resolution adopted with the favourable vote (such vote being recorded in writing whether in the minutes of the meeting or in one or more separate documents sent to the Management Company) of Investors and Coinvestors who represent, in aggregate, more than fifty (50) per cent of the Parallel Funds' Total Commitments. The Management Company, the Key Executives, the executives or employees of the Management Company (including the Management Team Members), the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their Coinvestors Investment Commitments) will not be considered for the purposes of calculating the majority required according to the above

Investors' Special Resolution

a resolution adopted with the favourable vote (such vote being recorded in writing whether in the minutes of the meeting or in one or more separate documents sent to the Management Company) of Investors and Coinvestors who represent, in aggregate, at least, seventy-five (75) per cent of the Parallel Funds' Total Commitments. The Management Company, the Key Executives, the executives or employees of the Management Company (including the Management Team Members), the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their Coinvestors Investment Commitments) will not be considered for the purposes of calculating the majority required according to the above

Key Executives

Ms. Beatriz González Ordóñez and Mr. Aristotelis Xenofontos, and any other Management Team Member who may be appointed, at the proposal of the Management Company, by Investors' Special Resolution.

Key Executives Departure

any of the following circumstances:

- (i) during the Investment Period, if any of the Key Executives
 - (a) ceases to dedicate at least seventy (70) per cent of his/her professional time (in case of Mr. Aristotelis Xenofontos such percentage shall be automatically increased as of 1 September 2023 to at least ninety (90) per cent of his professional time) to the Parallel Funds and the Previous Funds, or (b) be employed or otherwise engaged by the Management Company; and
- (ii) after de Investment Period, if:
 - Ms. Beatriz González Ordóñez ceases to (a) dedicate at least seventy (70) per cent of her professional time to the Parallel Funds and the Previous Funds, (b) be employed or otherwise engaged by the Management Company; or (c) otherwise ceases for any reason to devote to the Parallel Funds the time necessary for the proper satisfaction of her obligations under these Regulations; and/or
 - Mr. Aristotelis Xenofontos ceases to (a) dedicate, (A) before 1 September 2023 at least seventy (70) per cent of his professional time, and (B) from 1 September 2023, at least ninety (90) per cent of his professional time to the Parallel Funds and the Previous Funds, (b) be employed or otherwise engaged by the Management Company; or (c) otherwise ceases for any reason to devote to the Parallel Funds the time necessary for the proper satisfaction of his obligations

under these Regulations, unless another person has replaced him as Key Executive in accordance with Article 12 or an additional person had been previously appointed as Key Executive in accordance with Article 12.

Latam Fund	will have the meaning established in Article 10.1 of these Regulations
LECR	Law 22/2014, of 12 November, regulating venture capital entities, other closed-ended collective investment entities and management companies for closed-end collective investment entities and their management companies in Spain
Management Company	Seaya Capital Gestión, SGEIC, S.A. (Unipersonal), a company incorporated in accordance with LECR and registered at the CNMV in the management companies for closed-end collective investment entities with number 97 and its registered office at calle Alcalá 54, 1 st floor right, 28014 Madrid
Management Team Members	the individuals (other than the Key Executives) who dedicate substantially all of their working time to the management and/or administration of the Parallel Funds by virtue of an employment or commercial relationships with the Management Company from time to time, including the senior management employment relationship
Net Invested Capital	the Acquisition Cost of all the Investments made (other than Bridging Investments), minus the proportional portion of the Acquisition Cost of the Investments that have been (i) fully or partially realized; or (ii) fully or partially written off or (iii) fully or partially written down in more than 50% of its Acquisition Cost for more than twelve (12) months (provided that, afterwards, if, according to the Fund's annual audited report, the Investment recovers value, the part of the Acquisition Cost corresponding to the recovered value of such Investment will again be included in the base calculation of the Net Invested Capital).
New Investments	Investments in companies that the Fund has not previously invested, whether directly or indirectly
OECD	Organisation for Economic Cooperation and Development
Operating Expenses	will have the meaning established in Article 7.4.2 of these Regulations
Parallel Funds	together, the Fund and the Coinvestor Funds
Parallel Funds Total Commitments	the amount resulting from the sum of the Total Commitments and the Total Coinvestors Commitments, at any point in time
Person	any natural or legal person, organisation, association or any other entity with or without legal personality

Portfolio Company	any company, association or entity that carries on a business activity in relation to which the Fund holds an Investment
Previous Fund(s)	Seaya Ventures, FCR and Seaya Ventures II, FCR
Proposed Quotas	the meaning set out in Article 19 of these Regulations
Quotas	the Quotas of the Fund
Redemption Obligation	the meaning set out in Article 16.3 of these Regulations
Registration Date	the date on which the Fund is registered with the CNMV
REuVECA	Regulation (EU) 2017/1991 of the European Parliament and of the Council, of 25 October 2017 amending Regulation (EU) No 345/2013 on European venture capital funds and Regulation (EU) No 346/2013 on European social entrepreneurship funds
Rules of Priority for Distributions	the meaning established in Article 16.2 of these Regulations
Seaya Andromeda	will have the meaning established in Article 10.1 of these Regulations
Short-Term Investments	investments made for a term of less than twelve (12) months in bank deposits, financial instruments of the monetary market or others financial instruments issued by a financial institution of recognised prestige (or the issuance of which has obtained the highest rating by the rating agencies “Moody’s” or “Standard and Poors”)
SMEs	enterprises which, at the time of the first investment of the Fund are deemed “micro”, “small”, or “medium sized” companies as defined in accordance with the Recommendation of the European Commission of 6 of May 2003 (EC/2003/361) as amended from time to time
SPV	any special purpose limited liability holding company or entity managed or advised by the Management Company or any of its Affiliates that (i) is totally or partially owned by the Parallel Funds and has been incorporated or acquired for the purpose of making an Investment in a Portfolio Company, when the Management Company considers it to be in the best interest of the Fund due to sound business reasons; or (ii) is incorporated for the purposes of facilitate the coinvestment of the Fund with investors in the Parallel Funds or third parties in accordance with the provisions of Article 5.5 of these Regulations
Subscription Agreement	an agreement entered into by each of the Investors with the Management Company under which the Investor assumes an Investment Commitment in the Fund
Subscription Period	the Subscription Period described in Article 17.1 of these Regulations

Subsequent Investor	any investor who acquires the condition of Investor subsequent to the First Closing Date, as well as any Investor who increases the percentage of their participation in the Fund subsequent to the First Closing Date (in the second case, such Investor shall be a Subsequent Investor in relation to its Investment Commitment, only in relation to the amount by which it increases its percentage of the Total Commitments of the Fund)
Successor Funds	private equity entities or any other collective investment schemes, promoted, established, advised or managed, after the establishment of the Fund, by the Management Company, any of the Key Executives, any of the Management Team Members, and/or any of their respective Affiliates (excluding, for clarification purposes, the Previous Fund and the Coinvestor Funds)
Supervisory Committee	the committee described in Article 9 of these Regulations
Tax Haven	any country or territory qualified by the Spanish legislation, from time to time, as tax haven. Presently, the rules that govern the qualification of a given country or territory as a tax haven for Spanish purposes are contained in the First Additional Disposition of Law 36/2006, of 29 November, on measures for the prevention of tax fraud (as amended by the Second Final Disposition of Law 26/2014, of 27 November)
Temporary Distributions	Distributions classified as Temporary Distributions by the Management Company in accordance with the provisions of Article 21.5 of these Regulations
Total Coinvestors Commitments	the amount resulting from the sum of all the Coinvestors' Investment Commitments at any point in time
Total Commitments	the amount resulting from the sum of all Investment Commitments of all the Investors at any point in time

Transaction Fees

any transaction fees, underwriting fees, investment related fees, directorship fees, co-investment fees, monitoring fees, consulting fees and, in general, any income that the Management Company, its shareholders, directors, employees, the Key Executives, the Management Team Members and/or their respective Affiliates and/or Connected Persons, have received or accrued directly or indirectly deriving from the execution or holding of Investments, including, for clarification purposes (but without limitation), the services referred to in Article 5.3.7 (i.e. ancillary services which the Management Company may grant to the Portfolio Companies), as well as any remuneration, fees or consideration of any type received or accrued as a consequence of attending board meetings, advisory and consultancy services, and fees deriving from closed or failed transactions, or syndication of investments. For the avoidance of doubt, Co-investment Transaction Fees or fixed management fees derived from co-investment opportunities shall be considered a Transaction Fee (excluding, for the avoidance of doubt, the Co-investment Transaction Fees set forth in Article 7.1 of these Regulations)

Transfer or Transfers

the meaning established in Article 19.1 of these Regulations

Undrawn Commitment(s)

in relation to each of the Investors, the part of the Investment Commitment which remains to be drawn down by the Fund at any time, in accordance with the Subscription Agreement and Articles 17.2 and 21.5 of these Regulations

Value or Valuation

shall mean, in relation to an Investment, the value reasonably determined by the Management Company at its discretion, in accordance with the valuation principles issued or recommended by Invest Europe, in force from time to time

Variable Management Fee

the amounts that the Management Company is entitled pursuant to Articles 16.2 (c) and 16.2 (d) of these Regulations

CHAPTER 2 GENERAL DATA OF THE FUND

Article 2 Name and legal scheme

A venture capital fund is hereby established under article 3 of the LECR with the name of Seaya Ventures III fondo de capital riesgo, FCRE, which shall be governed by the legal regime contained in sections 1st and 2nd of Chapter II and Chapter IV of Title I of the LECR, and, for marketing purposes, is hereby established also as a European venture capital fund subject to the legal regime established in article 39 of the LECR and the REuVECA.

The Fund shall be governed by the contents of these Regulations and by the LECR, specifically by sections 1st and 2nd of Chapter II of Title I, by Chapter IV of Title I, and by article 39 of the LECR as well as the REuVECA and the effective provisions implementing the same or which may come to replace them in the future.

The Fund shall at all times comply with the applicable legal regime in accordance with the above.

Article 3 Purpose

The Fund is a pool of assets managed by the Management Company, whose principal corporate purpose consists of taking temporary stakes in the capital of non-financial enterprises and non-real property enterprises that, at the moment of taking the stake, do not trade on the primary market of the securities exchanges or on any other equivalent regulated market of the European Union or of OECD member countries, and that meet the requirements and criteria set forth in the Fund's Investment Policy that is established in these Regulations.

Furthermore, in accordance with the provisions of the LECR, the Fund may also extend its principal purpose to:

- (a) investment in securities issued by companies whose assets are more than fifty (50) per cent formed by real property, provided that the real properties representing at least eighty five (85) per cent of the total book value of the real properties of the Portfolio Company are charged, uninterruptedly during the tenure of the securities, to the development of an economic activity (on the terms provided by the LECR); and
- (b) the taking of temporary stakes in the capital of non-financial enterprises that trade on the primary securities exchanges or in any other equivalent regulated market of the European Union or of the remainder of OECD member countries, provided that such enterprises are delisted within the period established in the LECR.

In accordance with the provisions of the legal rules and regulations relating to Private Equity Funds, those entities whose principal business is the holding of shares or quotas issued by entities belonging to non-financial sectors shall also be deemed to be non-financial enterprises.

In order to implement its principal corporate purpose, the Fund shall make equity investments, but may also provide participatory loans, as well as other forms of financing, in this latter case only to Portfolio Companies that form part of the obligatory investment coefficient, and in accordance with the legal rules and regulations relating to Private Equity Funds.

For the avoidance of doubt, the Fund will not carry out its activity as a fund of funds.

Article 4 Duration of the Fund

The Fund shall have a duration of ten (10) years from the First Closing Date. This term may be increased by up to two (2) successive periods of one (1) year each at the proposal of the Management Company and in both cases following the approval of an Investors' Special Resolution, for the purpose of allowing an ordered disposal of the Investments.

The start of operations will take place on the Registration Date of the Fund in the CNMV.

CHAPTER 3 INVESTMENT POLICY

Article 5 Investment criteria and rules for the selection of investments

The Management Company shall carry out the management and negotiations concerning the acquisition and disposal of assets in accordance with the Investment Policy. In any case, the Fund's Investments are subject to the limitations stated in the LECR, the REuVECA and other applicable regulations.

5.1 Management objective

The objective of the Fund is to generate value for its Investors through the acquisition of temporary stakes in companies in accordance with these Regulations and, in particular, with the Investment Policy.

5.2 Investment Period and divestment strategies

Except for the Follow-On Investments, which may be performed during the Investment Period or after its termination in accordance with the terms of these Regulations, the Management Company will undertake all of the Investments of the Fund within the Investment Period. Once the Investment Period has terminated, the Management Company may only request the drawdown of the Investment Commitments on the terms set out in Article 17.2.

Divestments of the Portfolio Companies will be made, during the life of the Fund, when the Management Company considers appropriate and for these purposes there will not be a specific minimum or maximum term established for the retention of the Investments.

Divestment procedures and strategies will depend on each investment, including without limitation, IPOs, agreements for the acquisition of shares, mergers, sales to other strategic buyers or private equity funds, MBOs, etc.

5.3 Investment Policy

5.3.1 Geographical scope

The higher of: (i) sixty five (65) per cent of the amounts invested by the Fund; or (ii) an amount equal to 3.5 times the Investment Commitment of Fond ICO Global, FCR, shall be invested in SMEs which, at the time that the Fund makes its first investment in them, operate principally, have the centre of their effective management and administration, their registered office or their principal establishment or operation in Spain with an objective of internationalization as a key growth factor, either through the establishment of subsidiaries or branches or the increase of international sales compared to domestic sales, in a scenario of growth of both sales. Additionally, at least seventy five (75) per cent of the amounts invested by the Fund will be invested in SMEs established or operating in the European Union out of which, a majority shall be in Portfolio Companies in their Expansion and Growth Stage and the remaining percentage may be invested in SMEs based or active in the rest of the world (with main focus in Latin America).

The Parallel Funds shall invest an amount equal to at least two (2) times the Investment Commitment of the Institut Català de Finances effectively drawn down in Catalonia.

In this regard, Investments in companies or entities that have their registered office in Catalonia or that have the majority of the employees and effective management in Catalonia will be considered eligible investments in Catalonia. The Management Company shall accredit that the destination of the investment will be in eligible investments in Catalonia and must have the approval of the Institut Català de Finances for it to count, without the it being able to deny its approval unjustifiably.

An eligible amount for this purpose is any amount invested by the Fund in an eligible investment which does not involve the purchase of quotas from another shareholder (secondary operation) but is a cash contribution to the project.

Notwithstanding the above, the Fund shall not invest in SMEs established in Latin America, unless the Management Company explicitly renounces, prior to the Final Closing Date, to establish or promote, during the investment period of the Fund, an investment vehicle with a similar investment policy to that of the Fund and with a geographical focus in Latin America. For the avoidance of doubt, amounts invested in SMEs established in Latin America shall never exceed twenty five (25) per cent of the total amounts invested by the Fund.

Such investments in Portfolio Companies may be channelled indirectly, through SPVs not based in Spain, provided that (i) such indirect structuring is based on sound business reasons, (ii) the activity of the SPV directly invested is the mere holding of the relevant Portfolio Company exclusively (or primarily, in this case only provided that such other minor non-holding activities are ancillary or complementary to the Portfolio Company's business) (iii) the headquarters or effective management of such SPV is located in Spain; (iv) the SPV is incorporated in the territory of a Member State of the European Union or in a jurisdiction that is considered compliant by the OECD and its Global Forum on Transparency and Exchange of Information for Tax Purposes, as may be amended from time to time; and (v) the SPV is not located in a jurisdiction listed on Annex I of the European Union list of non-cooperative jurisdictions in taxation matters as approved and published by the Council of the European Union on 5 December 2017, as may be amended from time to time.

In any case the Fund will invest at least an amount equal to two-thirds of the amount drawn down from the Investors for the purpose of Investments in SMEs in their Expansion and Growth Stage based or active in the territory of the Member States of the European Union.

5.3.2 Sectorial scope, phases, types of enterprise and investment restrictions

The Fund will invest in SMEs and, particularly, in SMEs for which the technology is a fundamental part of their business model and their strategic development.

Such SMEs shall, at the time of the first investment, comply with one of the following conditions:

- (a) that has not been admitted to trading on a regulated market or on a multilateral trading facility;
- (b) that such SME is listed on an SME growth market.

The companies will have a product or technology that has already been developed, with a clear business model and an operating business team. The Fund will principally invest in companies that are in a state of expansion and in consolidated companies with high potential for growth. The Fund will typically invest in companies that have had at least one round of previous financing. The aim of the Fund's investment shall be to support the growth of the company both geographically and in terms of its lines of business.

Investments will be above five hundred (500) thousand euros, typically less than (i) seven (7) million euros, when the Fund makes the first investment; and (ii) ten (10) million euros, in the share capital of non-quoted companies, already incorporated and mainly with less than 5 years of life.

The Fund shall not directly or indirectly invest in (i) real estate assets or (ii) other private equity entities or into any collective investment scheme or pooled scheme, except for one investment

for a maximum amount of €1,000,000 which, subject to the prior approval of the Supervisory Committee, may be invested in other private equity entities or into any collective investment scheme or pooled scheme other than Previous Funds and Successor Funds, in the best interests of the Fund.

The Fund shall not invest, guarantee or otherwise provide financial or other support, directly or indirectly, to companies or other entities:

- (a) whose business activity consists of an illegal economic activity (i.e. any production, trade or other activity, which is illegal under the laws or regulations applicable to any of the Parallel Fund or the relevant company or entity, including without limitation, human cloning for reproduction purposes); or
- (b) which substantially focus on:
 - (i) the production of and trade in tobacco and distilled alcoholic beverages and related products;
 - (ii) the financing of the production of and trade in weapons and ammunition of any kind it being understood that this restriction does not apply to the extent such activities are part of or accessory to explicit European Union policies;
 - (iii) casinos and equivalent enterprises;
 - (iv) the research, development or technical applications relating to electronic data programs or solutions, which
 - (A) aim specifically at:
 - (I) supporting any activity referred to above;
 - (II) internet gambling and online casinos; or
 - (III) pornography, or
 - (B) are intended to enable to illegally:
 - (I) enter into electronic data networks; or
 - (II) download electronic data.

In addition, when providing support to the financing of the research, development or technical applications relating to (i) human cloning for research or therapeutic purposes or (ii) genetically modified organisms (GMOs), the Management Company and the Fund shall ensure the appropriate control of legal, regulatory and ethical issues linked to such human cloning for research or therapeutic purposes and/or GMOs.

Furthermore, and without limitation to the foregoing, the Parallel Funds will not target buy-out (or replacement capital) intended for asset stripping.

5.3.3 Diversification, participation in the shareholding and in the management of the Portfolio Companies

The Fund will not invest more than fifteen (15) per cent of the Total Commitments in a single Portfolio Company and its Affiliates (including, for the avoidance of any doubt, any Follow-On Investments and Bridging Investment made in such Portfolio Company and/or its Affiliates).

Notwithstanding the above, said limit may be increased, for one Investment, to a maximum of twenty (20) percent of Total Commitments with the prior approval of the Supervisory Committee.

To the extent permitted by the Fund's participation in a Portfolio Company, the Management Company will seek for an active presence on the boards of directors and management of such Portfolio Company.

5.3.4 Financing to Portfolio Companies

The Fund may provide profit participating loans as well as other forms of financing, only (i) in favour of Portfolio Companies that form part of the principal purpose of the Fund; (ii) in preparation or in combination with an equity Investment; and (iii) provided that the aggregate sum of the outstanding principal provided by the Fund in accordance with the above, shall not exceed at any time, an amount equal to twenty (20) percent of Total Commitments.

For the purpose of the limitation set out in limb (iii) above, where lending structures (e.g. profit participating loans) are used by the Fund to make an investment carrying equity risk, such funding will be considered as equity irrespective of its legal form.

5.3.5 Third party financing

Without prejudice to the due compliance with the legal limits and requirements established at any time, in order to meet its purposes and when necessary to cover drawdowns, the Fund may take cash as a loan, credit, or incur debt in general, as well as grant guarantees, subject to the following conditions:

- (a) that the maturity period of the loan or credit does not exceed twelve (12) months; and
- (b) that the aggregate amount of the Fund's indebtedness and guarantees at any moment, does not exceed the lesser of (i) ten (10) per cent of the Total Commitments of the Fund, provided that such limit can be increased with the approval of the Supervisory Committee, up to a maximum of fifteen (15) per cent; and (ii) the Undrawn Commitments. For the avoidance of doubt, the Fund shall not take cash as a loan or credit from, or incur debt (as well as to grant guarantees if necessary) in relation with, any of the Management Company, the Key Executives, the Management Team Members and any of their respective Connected Persons and/or Affiliates; and
- (c) the Fund's assets cannot secure any third party financing to the Fund except for: (i) Undrawn Commitments; and (ii) Fund's bank accounts where Undrawn Commitments are being drawn down.

For the avoidance of doubt the borrowing restrictions above shall not apply in the situations in which (i) Portfolio Companies and/or any of their affiliates directly borrow money, and (ii) the Fund grants guarantees or security interests in order to secure the repayment obligations the borrowings described in (i) above, provided that, such guarantee or security interest granted by the Fund satisfies the following criteria:

- (i) such guarantee or security interest is granted solely over the Investments held by the Fund in respect of such Portfolio Company and/or their affiliates and/or over any proceeds deriving therefrom;
- (ii) such guarantee or security interest is otherwise non-recourse to other Fund assets; and
- (iii) such guarantees or security interests, together with any of the Fund's indebtedness and guarantees as per the first paragraph of this Article, do not exceed twenty (20) per cent of the Total Commitments of the Fund at any point in time.

5.3.6 Investment of the Fund's cash

The amounts maintained as the Fund's cash such as the amounts drawn down from Investors prior to the execution of an Investment, or the amounts received by the Fund as a result of a divestment, allocation of dividends or any other kind of distribution until the time of Distribution to the Investors, shall be only invested in Short-Term Investments.

5.3.7 Ancillary services which the Management Company may grant to the Portfolio Companies

Without prejudice to any other activities which the Management Company may carry out in accordance with the provisions of the LECR, the Management Company may provide advisory services to the Portfolio Companies in accordance with the legislation applicable at that moment, which services shall be remunerated pursuant to market conditions.

5.4 Parallel Funds

It is expressly established that the Fund shall enter into a co-investment agreement with any Coinvestor Funds whereby the Fund and the Coinvestor Funds shall make investments together in proportion to their respective Parallel Funds Total Commitments, and which shall regulate, inter alia, the adjustments of expenses and fees that may be pertinent between such entities, timing of investments and divestments and the adoption of decisions by the Fund and the Coinvestor Funds.

For the avoidance of doubt, any costs and expenses derived from such co-investment will be borne by the Fund and the Coinvestor Funds on pro rata basis to their respective portion of the Parallel Funds Total Commitments. In addition, the Coinvestor Funds shall be required to invest and divest in parallel, on pari passu basis with the Fund, on substantially the same legal and economic terms and conditions as the Fund, but not in terms more favourable than those offered to the Fund, pursuant to the co-investment agreements entered into with the Fund.

The constitutional documents (e.g. regulations, shareholders' agreements, etc.) of the Coinvestor Funds and the co-investment agreements entered into between the Fund and the Coinvestor Funds, to the greatest extent possible permitted by law, will provide for the Coinvestor Funds and the Coinvestors the same terms and conditions, mutatis mutandi, than these Regulations provides for the Fund and the Investors (including same duration than the term of the Fund), to the extent applicable. For these purposes the entry and exit valuations of such co-investments shall be the same for the Fund and any Coinvestor Funds.

The essential terms and conditions of the constitutional documents of any Coinvestor Fund and the essential terms and conditions of any co-investment agreement(s) entered into with any Coinvestor Fund will be disclosed to the Supervisory Committee and to the Investors, as soon as practicable, after its establishment or execution, and the amendment of the terms and conditions of such co-investment agreement(s) shall require the prior consent of Investors adopted by means of Investors' Special Resolution. The amendment of the terms and conditions of the constitutional documents (e.g. regulations,

shareholders' agreements, etc.) of the Coinvestor Funds shall require the same majorities required hereunder for the amendment of these Regulations.

The Management Company is empowered to subscribe on behalf of the Fund any coinvestment and collaboration agreements with Coinvestor Funds which comply with these Regulations. Such coinvestment agreements may regulate, among others, those aspects of decision-making within the Parallel Funds that may be necessary in order to achieve full effectiveness.

It is acknowledged that the Fund may receive amounts from and pay amounts to the Coinvestor Funds pursuant to the co-investment agreement to be entered into by the Fund and the Coinvestor Funds so as to equalise the cash position of the Investors and the Coinvestors following the admission of a Subsequent Investor to the Fund or a subsequent Coinvestor in any Coinvestor Fund, the establishment of any additional Coinvestor Fund or any increase in the Investment Commitments or in the Coinvestors' Investment Commitments during the Subscription Period. Amounts received by the Fund from any Coinvestor Fund shall be distributed as soon as is practicable after receipt to previous Investors pro rata to their respective amounts contributed. The amount received (but excluding any amount which represents amounts equal to interest paid by subsequent Coinvestors in the Coinvestor Funds) may be distributed to the previous Investors in accordance with Article 17.4 of these Regulations.

Since the final amount of Total Commitments of the Fund will not be known until the end of the Subscription Period, such coinvestment agreement(s) may contemplate the possibility of acquiring or transferring interests in entities already acquired by the Fund or the Coinvestor Funds, so that, once the Subscription Period expires, their relevant interest in such entities is allocated proportionally to their respective portion of the Parallel Funds Total Commitments. In all events, such acquisitions and transfers between Parallel Funds shall be made only for the abovementioned purposes and at a price equal to the Acquisition Cost. Any amounts received by the Fund for such purpose may be distributed to Investors as Temporary Distributions with the effects specified in Article 21.5 of these Regulations.

5.5 Co-investment opportunities

The Management Company may, at its discretion, offer co-investment opportunities to the investors in the Parallel Funds that, on or before the Final Closing Date, have notified to the Management Company their wish to coinvest with the Fund and/or to third parties strategic co-investors, provided that co-investment opportunities shall meet the following principles: (i) shall be executed in the best interest of the Fund and would not adversely affect Investment opportunities of the Fund; (ii) shall be executed in cases in which the investment required would imply a breach of the Fund's diversification limits or when the investment required exceeds the amount to be invested by the Fund as determined by the Management Company to be in the best interest of the Fund, or when the minimum investment demand by the Portfolio Company exceeds the capacity of the Fund and (iii) no Investor nor third-party strategic co-investor shall be entitled to systematically co-invest with the Fund ("**Co-investment Opportunities**").

The Co-Investment Opportunities shall, in any case:

- (a) be governed by the *pari passu* treatment among the Investors in the Fund, as well as among the Fund and the parties co-investing alongside the Fund in the context of such Co-Investment Opportunity; and, in this connection:
 - (i) be offered to those investors in the Parallel Funds that have notified to the Management Company their wish to coinvest with the Fund, pro rata to their respective stake on the Parallel Funds Total Commitments. In the case that any of the investors in the Parallel Funds do not exercise this right, such remaining portion of the Co-investment Opportunity shall be offered to the

other investors in the Parallel Funds and, if the Management Company considers it to be in the best interest of the Fund, to third parties strategic co-investors.

- (ii) any investments made on the context of the Co-investment Opportunity will be on substantially the same terms and at the same time, and in the same legal and economic terms and conditions as Investments made by the Parallel Funds;
 - (iii) any divestments made on the context of the Co-investment Opportunity, will be on substantially the same terms and at the same time, and in the same legal an economic terms and conditions as divestments made by the Parallel Funds. Notwithstanding the latter, in the event the Fund makes any divestment on the context of a Co-Investment Opportunity and any relevant co-investor wishes to maintain its investment in the relevant Portfolio Company, such co-investor shall not be obliged to divest simultaneously with the Fund, provided that it has notified in writing to the Management Company its intention to maintain such investment for any longer period.
 - (iv) the terms and conditions offered to any party co-investing under a Co-investment Opportunity shall not be more favourable than those offered to the Parallel Funds;
 - (v) the co-investor shall assume its own costs and expenses derived from the Co-investment Opportunity with the Fund. The Management Company shall ensure that expenses of the Fund in connection with any investment where in the context of a Co-investment Opportunity shall be shared pro-rata between the Fund and any co-investor in proportion to the amount co-invested by each one of them in the context of such Co-Investment Opportunity;
- (b) be duly documented in writing pursuant to legally binding and enforceable co-investment agreements in compliance with the provisions of these Regulations, and in particular, the co-investment agreements must ensure, without limitation, that the terms and conditions of the Investments and divestments regulated thereunder comply with the provisions under this Article;
 - (c) be governed by full disclosure and transparency to the investors of the Parallel Funds. The Management Company will, in a timely manner, inform the investors of the Parallel Funds about any new co-investment opportunity to be offered by the Management Company in accordance with this Article;
 - (d) any co-investment vehicle (if any) shall be managed (as management company, manager or - if equivalent in the relevant jurisdiction - advisor) only by the Management Company or one of its Affiliates; and
 - (e) the Management Company shall, in a timely manner, inform the Supervisory Committee about Co-investment Opportunities and disclose the main terms and conditions of any co-investment agreement (and/or any ancillary agreements entered into in connection with such co-investment agreement) entered into in the context of a co-investment opportunity. The information provided shall be reasonably detailed and shall include an express representation by the Management Company stating that the terms and conditions of the co-investment agreement are in compliance with the provisions of

these Regulations. The Management Company, any of its shareholders, directors, members, employees, the Key Executives, any of the Management Team Members, and the Affiliates and/or Connected Persons of any of the aforementioned, as well as any funds or investment vehicles promoted, advised or managed by any of the foregoing, shall not make co-investments (directly or indirectly) with the Fund. Notwithstanding the above, Connected Persons of the abovementioned may either (i) indirectly co-invest with the Fund as Investors in the Parallel Funds or (ii) co-invest with the Fund provided that they are offered a Co-Investment Opportunity by the Management Company as investors in any other Parallel Fund, and subject to fulfilment of the requirements established under this Article 5.5.

For the avoidance of doubt, any fees received by the Management Company in relation with any Co-Investment Opportunity will be deemed to be Transaction Fees for the purposes of Article 7.1.

CHAPTER 4 MANAGEMENT, ADMINISTRATION AND REPRESENTATION OF THE FUND

Article 6 The Management Company

The management and representation of the Fund is vested in the Management Company who, in accordance with the legislation in force, shall exercise the powers of control without being the owner of the Fund and without being possible in any event to challenge on the basis of a lack of administration and/or disposal powers the acts and contracts entered with third parties by the Management Company on behalf of the Fund in the exercise of such powers.

The share capital of the Management Company shall be at all times held by private investors.

The Fund's domicile shall at all times be deemed to be that of the Management Company from time to time.

Article 7 Remuneration of the Management Company and Fund expenses

7.1 Fixed Management fee

The Management Company shall receive from the Fund, as consideration for its management and representation services, an annual Fixed Management Fee that, without prejudice to the reductions and adjustments set out in these Regulations, shall be calculated in the following way:

- (a) during the period between the First Closing Date of the Fund and the first anniversary of the First Closing Date, the Management Company in consideration for planning the investment strategy of the Fund, shall receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of Total Commitments (i.e. 1,875,000 euros); and (ii) two (2) per cent of the remaining amount of Total Commitments (i.e. two (2) per cent of the Total Commitments in excess of seventy five (75) million euros); for example, during this period, at the minimum Fund size of eighty five (85) million euros, the Management Company will receive an annual Fixed Management Fee of 2,075,000 euros);
- (b) during the period between the first anniversary of the First Closing Date and the end of the Investment Period, the Management Company will receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of Total Commitments (i.e. 1,875,000 euros); and (ii) two (2) per cent of the remaining amount of Total Commitments (i.e. two (2) per cent of the Total Commitments in excess of seventy five (75) million euros); for example, during this period, at the minimum Fund size of eighty five (85) million euros, the Management Company will receive an annual Fixed Management Fee of 2,075,000 euros); and

- (c) subsequently, after the termination of the Investment Period and until the date when the Fund is dissolved and the winding-up period is opened in accordance with Article 27 (such date, the “**Dissolution Date**”), the Management Company will receive a Fixed Management Fee equivalent to the sum of: (i) two point five (2.5) per cent of the first seventy five (75) million euros of the Net Invested Capital; and (ii) two (2) per cent of the remaining amount of the Net Invested Capital.

Liquidation fees to be paid to the liquidator will be negotiated and approved by Investors’ Ordinary Resolution on or before the Dissolution Date.

During the life of the Fund (including potential extensions, as the case may be), the maximum amount to be received by the Management Company as Fixed Management Fee and liquidation fees (as the case may be), shall not exceed seventeen (17) per cent of Total Commitments.

The Fixed Management Fee shall accrue on a daily basis and will be paid per quarter in advance. In relation to the period prior to the Final Closing Date, for the purposes of calculating the Fixed Management Fee the Investment Commitments subscribed for after the First Closing Date will be treated as if they had been subscribed for on the First Closing Date (adjusting the Fixed Management Fee accordingly). The quarters shall begin on 1 January, 1 April, 1 July and 1 October of each year, except the first quarter, which will begin on the First Closing Date of the Fund and will end on the 31 December, 31 March, 30 June or 30 September immediately following this date, and the final quarter, which will end on the Fund’s Dissolution Date (adjusting the Fixed Management Fee accordingly).

The Fixed Management Fee corresponding to each financial year that results from the above calculations shall be reduced by an amount equivalent to the aggregate amount of Transaction Fees accrued in the current financial year and/or in the previous financial years and that had not been offset.

In the event that, in any financial year, the aggregate amount of Transaction Fees accrued and pending to be offset exceeds the amount of the Fixed Management Fee, the excess shall be applied against the Fixed Management Fee and the Variable Management Fee corresponding to subsequent financial years.

Notwithstanding the foregoing, the Management Company shall be entitled to receive and retain any Co-Investment Transaction Fees (excluding, for clarification purposes, the management fees) in connection with Co-investment Opportunities accrued, provided Investors have received in full all the amounts referred to in paragraphs (a) and (b) of Article 16.2. Until that date, Co-Investment Transaction Fees received by the Management Company, shall be deposited by the Management Company in an escrow account opened by the Management Company at an internationally-recognized financial entity in the name of the Management Company. Amounts deposited into the escrow account may only be invested in Short-Term Investments.

The Management Company will be the beneficiary of those amounts held in the escrow account and the interest and returns that may be generated, and may only draw from such escrow account with express authorization from the Management Company, which may only be granted as described herein.

If at the Dissolution Date of the Fund, the aggregate amount of Transaction Fees accrued and pending to be offset exceeds the amount to be paid as Fixed Management Fee in the final quarter, the Management Company shall reimburse to the Fund an amount equivalent to such excess. Additionally, if at the Dissolution Date of the Fund (and considering all amounts that at such time have been or must be reintegrated to the Fund in accordance with the Redemption Obligation) the Investors have not received the full the amounts referred in paragraphs (a) and (b) of Article 16.2, the Management Company shall have to contribute to the Fund the amounts corresponding to Co-Investment Transaction Fees deposited in the escrow account as necessary to make Distributions to Investors for an amount equivalent to the

amounts referred in paragraphs (a) and (b) of Article 16.2 taking into consideration Investment Commitments drawn down. For the avoidance of doubt, amounts distributed as per Articles 21.5 (b), (c) and (d) shall not be considered as distributed and drawn down and amounts drawn down as per Articles 21.5 (e) and (f), if any, shall not be considered as drawn down and distributed.

In accordance with the provisions of the Valued-Added Tax Act 37/1992, on 28th December, the Fixed Management Fee received by the Management Company is currently exempt of the valued-added tax ("VAT").

7.2 Variable Management Fee

In addition to, the Fixed Management Fee, the Management Company shall receive from the Fund, as consideration for its management services, a Variable Management Fee that will be payable in accordance with the provisions of Article 16.2 of these Regulations.

In accordance with the provisions of the Valued-Added Tax Act 37/1992, on 28th December, the Variable Management Fee received by the Management Company is currently exempted of VAT.

7.3 Other remunerations

Apart from the Fixed Management Fee and the Variable Management Fee, the Management Company shall not receive other remuneration from the Fund.

7.4 Fund expenses

7.4.1 Establishment Costs

The Fund shall assume as Establishment Costs all duly documented costs deriving from the establishment of the Fund, including, amongst others, legal costs (costs of lawyers, notaries and registrars), costs of communication, advertising, accounts, printing of documents, travel costs, courier costs, and other costs (excluding any placement agents', brokers' or intermediaries' fees that, in the event, will be paid by the Management Company).

In any case, the Fund shall be responsible for the duly justified Establishment Costs up to the lower of (i) one (1.0) per cent of Total Commitments, or (ii) five hundred thousand (500,000) euros. Any Establishment Costs exceeding this maximum amount shall be paid by the Management Company; if they are paid in advance by the Fund, the Establishment Costs exceeding the abovementioned maximum amount shall be subsequently deducted from the future Fixed Management Fee accrued in favor of the Management Company.

All such amounts will be calculated net of VAT.

Establishment Costs will be disclosed to the Investors in the first Fund's audited financial statements issued by the Management Company in accordance with Article 24 of these Regulations.

7.4.2 Operating Expenses

The Fund shall be responsible for all reasonable and duly documented expenses (including VAT, as applicable) incurred in relation to the organisation and administration of the Fund, including, but not limited to, Abort Costs up to two hundred thousand (200,000) euros annually, expenses relating to the preparation and distribution of reports and notifications, expenses for legal advice, auditing, valuations, accounting (including expenses related to the preparation of financial statements and tax returns), expenses of investment vehicles, registration expenses, custodian fees, expenses incurred by the Supervisory Committee and for the organisation of the Investors'

meetings, external consultants' fees, banking fees, fees or interest on loans, costs of the professional indemnity insurance of the Key Executives, extraordinary expenses (such as those deriving from litigation), tax obligations, and costs of lawyers, auditors and external consultants in relation to the identification, valuation, negotiation, acquisition, holding, monitoring, protection and liquidation of the Investments ("**Operating Expenses**").

For the avoidance of doubt, the Management Company shall pay its own operating expenses (such as office rental and employees), its own tax expenses, as well as all such costs that in accordance with the provisions of these Regulations do not correspond to the Fund (including for the avoidance of doubt any Abort Costs that exceed the annual maximum or do not comply with the requirement set out in the "Abort Costs" definition, as well as any other insurance costs not set out in the paragraph above). The Fund shall reimburse the Management Company for those expenses paid thereby which, in accordance with these Regulations, correspond to the Fund (excluding, for the avoidance of doubt, those expenses which the Management Company may have recovered from Portfolio Companies or other entities in relation with the Fund's transactions). In addition, the Management Company shall bear all those expenses and costs related to services which the Management Company is legally or under these Regulations required to provide to the Fund and that finally have been totally or partially delegated or outsourced to a third party.

Article 8 Investment Committee

8.1 Composition

The Management Company will appoint an Investment Committee formed by up to three (3) members of which the Key Executives will always be members and the other will be part of the Management Team Members.

8.2 Functions

The Investment Committee shall adopt the investment, management and divestment decisions of the Fund, which shall correspond, exclusively, to such Investment Committee. The Investment Committee shall meet as many times as required for the Fund's interests as determined by the Management Company, and whenever requested by any of its members.

The Investment Committee shall be duly and validly assembled when all the Key Executives attend the meeting. The Investment Committee shall adopt resolutions by majority and in any case with the favourable vote of each of the Key Executives (i.e. unanimously). Each member of the Investment Committee shall have one (1) vote, and there shall not be a casting vote in the event of a draw.

Subject to the above, the Investment Committee may itself determine its own rules of organisation and operation.

Article 9 Supervisory Committee

The Management Company will appoint a Supervisory Committee of the Parallel Funds, which will be formed of five (5) members, to be a consultative body, without prejudice to their power to adopt binding agreements in relation to certain matters (as is set out in these Regulations).

9.1 Composition

The members of the Supervisory Committee will be either the Investors and Coinvestors with the three (3) largest Investment Commitments of the Parallel Funds from time to time, one (1) member appointed by the Management Company at its discretion among the Investors of the Fund and one (1) member appointed

by the Management Company among the investors of the Fund, provided that, when the Investor to be appointed is not one of the five (5) largest Investment Commitments of the Parallel Funds, the other members of the Supervisory Committee agree with the appointment.

Additionally, the Management Company may designate a representative of an Investor or a Coinvestor as an observer (with no voice or vote) of the Supervisory Committee.

For the purposes of this article, Investment Commitments from Investors or Coinvestor Investment Commitments from Coinvestors managed or advised by the same entity will be considered as if they were Investment Commitments or Coinvestor Investment Commitments from the same Investor or Coinvestor.

Notwithstanding the above, in no event shall any investors of the Parallel Funds connected with the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, direct or indirect, and/or their respective Connected Persons and/or Affiliates, be part of the Supervisory Committee. For these purposes connected investors shall be:

- (a) when the connected investor is a natural person, the Connected Persons of any of the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, whether such connection is direct or indirect; and
- (b) when the connected investor is a legal person, the Affiliates and/or any other companies or entities that, directly or indirectly are managed or administrated by, or in which any kind of interest is held by, the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, direct or indirect, and/or their respective Connected Persons and/or Affiliates.

In addition, neither the Management Company, nor the Management Team Members, nor the Key Executives, no any of their respective Connected Persons and/or Affiliates shall form part of the Supervisory Committee, but the Management Company and the Key Executives shall have the right to attend its meetings, with the right to speak but not to vote.

9.2 Functions

The functions of the Supervisory Committee will be:

- (a) to be consulted by the Management Company or any Investor in relation to the Investment Policy of the Fund, potential investment sectors, diversification, profitability of the Fund and Valuations;
- (b) to be informed regularly by the Management Company about the status of the Bridging Investments;
- (c) to resolve, upon consultation by the Management Company or any Investors and/or Coinvestors, in respect of conflicts of interest related to the Parallel Funds. In this regard, the Management Company shall immediately inform and fully disclose to the Supervisory Committee about the existence of any potential conflict of interest that could arise in relation with the Fund, any of the Coinvestor Funds, any of the Portfolio Companies, any of the Investors and/or Coinvestors, any of the Key Executives, the Management Team Members, the Management Company, its administrators, directors, employees or partners, direct or indirect, and/or their respective Connected Persons and/or Affiliates, and the Supervisory Committee shall issue a binding decision. Without prejudice to the foregoing, the Supervisory Committee may make a binding decision about conflicts of interest related with the Parallel Funds without needing to be consulted

by the Management Company and/or an Investor or Coinvestor. Unless prior approval of the Supervisory Committee is obtained, the Management Company shall abstain from taking or omitting to take any action that is subject to a conflict or potential conflict of interest; and

- (d) any other functions contemplated by these Regulations.

In no case will the Supervisory Committee participate in the management of any of the Parallel Funds. Neither the Supervisory Committee, nor its members or the Investors and Coinvestors nominating such members, will have any fiduciary duty in respect of the Parallel Funds, the Investors and/or Coinvestors.

9.3 Organisation and operation

The meetings of the Supervisory Committee will be called by the Management Company at least [twice (2)] a year and with, at least, fifteen (15) business days prior notice. In addition, a meeting of the Supervisory Committee must be called by the Management Company if any of the members of the Supervisory Committee request such a meeting from the Management Company in writing.

All meetings of the Supervisory Committee shall be convened by notice addressed to its members at least fifteen (15) business days in advance, containing the proposed agenda and any documentation concerning any matter submitted to its approval. For the avoidance of doubt, any business submitted to the approval of the Supervisory Committee not included in the agenda circulated in the convening notice, shall not be transacted during the meeting unless otherwise is agreed by unanimity of the members of the Supervisory Committee.

Notwithstanding the above, a meeting of the Supervisory Committee will be validly held to consider any matter, without need of a prior call, provided that all the members are present or represented at the meeting and unanimously accept to hold the meeting and the agenda of the meeting.

The members of the Supervisory Committee may be represented by any person, provided that such representation is set out in writing for each meeting. An email sent to the Management Company setting out such representation will also be valid. The Supervisory Committee shall be duly and validly assembled when the majority of its members are present or duly represented at the meeting.

However, for the valid celebration of the meetings it will not be necessary the personal assistance of the members. Meetings may be held through videoconferencing or any other suitable mode that enables the effective communication among the members. Resolutions adopted in writing without meeting will also be permitted when no member is opposed to that procedure.

During a meeting, a majority of the members of the Supervisory Committee attending the meeting, may request the Management Company and/or the Key Executives to leave the meeting in order to hold an in camera session without their presence.

Subject to the provisions of this Article, the Supervisory Committee may produce its own rules relating to its organisation, calling of meetings, attendance and operation.

9.4 Decisions

The Supervisory Committee will make its decisions through a majority of its members voting in favour. Each member of the Supervisory Committee will have one (1) vote. Decisions may be made without a meeting through a written communication to the Management Company, through a meeting (in which case, the non-attending members may also cast their vote by means of video/tele conference systems or a letter addressed to the Management Company), or through video/teleconference (in these cases, those members not in attendance may vote through a written communication to the Management Company).

Any members of the Supervisory Committee who have a conflict of interest in relation to the resolution in question shall not be entitled to vote, and their vote shall not be counted when calculating the majority required for such resolution to be passed. In the event that the majority of the members have a conflict of interest in relation to the resolution in question, then the resolution in question shall be approved by Investors by means of a Special Investor's Resolution.

Members of the Supervisory Committee will not receive remuneration. Notwithstanding the above, the members of the Supervisory Committee shall be reimbursed for ordinary, reasonable and duly justified travel, accommodation and maintenance expenses that are incurred as a consequence of their attendance to the meetings of the Supervisory Committee.

After each meeting of the Supervisory Committee the Management Company will produce minutes reflecting the discussions and resolutions adopted in such meeting. The minutes so prepared by the Management Company will have to be circulated to the members of the Supervisory Committee for their approval. A copy of the approved minutes shall be sent to the members of the Supervisory Committee. The original of such document shall remain with the Management Company, at the disposition of all the investors in the Parallel Funds.

CHAPTER 5 INVESTOR PROTECTION MEASURES

Article 10 Exclusivity of the Management Company and conflicts of interest

10.1 Exclusivity

The Key Executives shall dedicate, at least, seventy (70) per cent of their professional time (in case of Mr. Aristotelis Xenofontos such percentage shall be automatically increased as of 1 September 2023 to at least ninety (90) per cent of his professional time) to the Parallel Funds, the Previous Funds and the Management Company and in any case, sufficient time to the Fund as it is necessary to diligently discharge their duties and responsibilities under these Regulations and applicable law. In addition, during the whole term of the Fund, the Management Company will have the necessary staff to manage the affairs of the Fund.

The Management Company (for as long as it remains management company of the Fund), the Key Executives, the Management Team Members and any of their respective Affiliates shall not be involved in any manner or have an economic interest in relation to a Successor Fund (excluding for clarification purposes, any Parallel Fund and any Co-investment vehicle on the terms set forth in Article 5.5 of these Regulations), unless approved by Investors by means of an Special Investor's Resolution, before the first of the following dates:

- (a) the date on which the Fund has invested and have been drawdown by the Investors an amount equal to, at least, seventy (70) per cent of the Total Commitments (without considering for this purpose any cancellation of Undrawn Commitments that have been made in accordance with Article 17.2, as the case may be);
- (b) the date of the fifth (5) anniversary of the First Closing Date; or
- (c) the Fund's liquidation.

Notwithstanding the above, a new investment vehicle with a similar investment policy to that of the Fund but with a geographical focus in Latin America (the "**Latam Fund**") established or promoted by the Management Company, its Affiliates or the Key Executives prior to the Final Closing Date and in the terms of article 5.3.1, shall not be considered a breach of the exclusivity provisions of this Article 10.1. to the extent that (i) the Key Executives, the Management Team Members or any of their respective Affiliates may only be involved in the promotion and establishment of the Latam Fund, provided that such involvement does not prejudice the management of the Fund or the Coinvestor Funds in accordance with these

Regulations, and (ii) the Latam Fund is managed by key executives and a management team that are independent of that of the Fund or the Coinvestor Funds. Therefore, for the avoidance of doubt, any other advising or management services rendered to the Latam Fund by the Key Executives, the Management Team Members or any of their respective Affiliates shall be considered a breach of the exclusivity provisions of this Article 10.1.

Also, the establishment and management by the Management Company or its Affiliates being involved in the management of a Spanish private equity fund (*fondo de capital riesgo*) whose investment policy will exclusively be focused on the following sectors: GreenTech, AgriTech & Sustainable Food Value Chain, Circular Economy and Enablers (meaning data- and technology-driven solutions that enable the four core sustainability sectors) (hereinafter “**Seaya Andromeda**”) shall not be considered a breach of the exclusivity and dedication and involvement provisions of this Article 10.1 as long as (i) it does not trigger a Key Executives Departure and therefore it complies with the requirements of the Key Executives Departure definition, and (ii) no Management Team Members (other than the Key Executives and back office) are involved in the management of Seaya Andromeda except for a ten (10) per cent of their time due to co-investment synergies and the team managing Seaya Andromeda is (excluding the Key Executives and back office) entirely different from the team managing the Fund, including the Management Team Members. Seaya Andromeda shall not be considered a Successor Fund exclusively for the purposes of this Article 10.1.

10.2 Express prohibition from competing with the Fund

From the First Closing Date and with the exception of Seaya Andromeda, the Key Executives, the Management Team Members, the Management Company, or any of their respective Affiliates, directors, managers, employees and members, directly or indirectly, shall not carry out investments of any type (including but not limited to loans or other types of financing) in companies or entities that fall within the Investment Policy of the Fund.

In any case, any investment opportunity identified by any of the Management Company, the Key Executives, the Management Team Members and their respective Affiliates, that falls within the Investment Policy, shall be directed exclusively to the Parallel Funds, and any services related to said investment opportunities shall be provided exclusively in the interest of the Parallel Funds. Without prejudice to the above, the Management Company, the Key Executives, the Management Team Members and their respective Affiliates can also direct to Seaya Andromeda any investment opportunity that falls within both the Investment Policy and the investment policy of Seaya Andromeda. For clarification purposes, any investment that falls within the Investment Policy of the Fund and Seaya Andromeda shall require the approval of both Supervisory Committees.

In any case, the Fund shall not, from 1 March 2022, invest more than fifteen (15) per cent of the Total Commitments in companies that fall within the investment policy of Seaya Andromeda and/or in Follow-On Investments in Portfolio Companies that also fall within the investment policy of Seaya Andromeda.

Additionally, the Management Company, the Key Executives and the Management Team Members shall use their best efforts to ensure that any investment opportunities that any of the Management Company's directors, managers, employees and members, directly or indirectly, expect to invest in, relating to companies or entities falling within the Investment Policy of the Fund, are communicated to the Management Company prior to the materialisation of such investment opportunity. If the Management Company has the opportunity to analyse the operation and decides that the Fund shall invest in the company or entity which is the subject of such communication, and the Management Company's director, manager, employee or member decides to invest in such company or entity, this situation shall be considered a conflict of interest and consequently the Fund shall not be able to carry out such investment

without having made a binding consultation to the Supervisory Committee, for which purposes the Management Company shall inform and fully disclose such situation to the Supervisory Committee as soon as possible.

Within a term of 120 days following the end of the financial year, the Management Company shall provide to the Supervisory Committee a report setting out (i) the investment opportunities that have been communicated to it during the previous financial year by the Key Executives, Management Team Members, or Management Company's directors, managers, employees or members, directly or indirectly, (ii) the investment opportunities in which any of the Key Executives, Management Team Members, or Management Company's directors, managers, employees or members, directly or indirectly, has invested and (iii) the investment opportunities in which the Management Company has decided that the Fund will not invest, indicating the justification for such decision. Such report shall not include the name or designation of the company which the investment opportunity relates to, and shall not include the name of the Key Executives, Management Team Member, or Management Company's director, manager, employee or member that has communicated such opportunity.

10.3 Conflicts of interest

The Management Company shall communicate immediately and fully disclose to the Supervisory Committee any conflict or potential conflict of interest that may arise in connection with the Parallel Funds and/or any of their Portfolio Companies, including without limitation, those that may arise between (i) the Parallel Funds and/or their Portfolio Companies and (ii) the entities in which the Key Executives, the Management Team Members, the Management Company, its directors, managers, employees or members, directly or indirectly, as well as their Connected Persons and/or Affiliates, play a management, advisory or administrative role or maintain any kind of interest, directly or indirectly.

In addition and without limitation to the foregoing, unless the Management Company obtains the prior and express approval from the Supervisory Committee (on a case-by-case basis):

- (a) the Fund shall not make co-investments with, acquires assets from, or sell assets to the Previous Funds, Successor Funds, or with any other entities promoted, advised or managed by the Management Company, the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates (the Coinvestor Funds being excluded only to the extent that the terms and conditions provided in the next paragraph of this article are complied with);
- (b) the Fund shall not invest in, divest from, sell or acquire assets of companies in which the Previous Funds hold any stake or have held any stake within the last twenty four (24) months;
- (c) the Fund shall not invest in, divest from, sell or acquire assets of companies in which: (i) any Successor Fund; (ii) the Management Company, any of the Key Executives, any of the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates; or (iii) any entity currently promoted, advised or managed by the Management Company, any of the Key Executives, any of the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates, hold any stake or interest (or have held any stake or interest within the last twelve (12) months), or to which any of the foregoing provides advisory, transactional and/or corporate finance services;
- (d) the Previous Funds, the Successor Funds, the Management Company, the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates (the Coinvestor Funds being excluded, for clarification purposes) shall not invest in or provide financing to the Portfolio Companies;

- (e) the Management Company, the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates (the Coinvestor Funds being excluded, for clarification purposes), shall not have the right (i) to co-invest alongside the Fund; or (ii) to make investments falling within the Investment Policy;
- (f) in connection with article 16.2 LECR, the Fund shall not invest in companies within the group of the Management Company and/or in portfolio companies of other funds managed by the Management Company; and
- (g) the Parallel Funds and the Portfolio Companies shall not engage or subcontract the provision of advisory, transactional, corporate finance or any other services, directly or indirectly, with the Key Executives, the Management Team Members or any of their respective shareholders, directors, employees, Connected Persons or Affiliates, other than the Management Company.

The Fund may only acquire assets from, or sell assets (including Investments) to any Coinvestor Fund prior to the Final Closing Date and so long as (A) such transaction is carried out on an arm's length basis, (B) the purchase price for such transaction is (1) if the Fund is acquiring an Investment, not higher than the effective acquisition cost initially paid by the Coinvestor Fund for such investment or (2) if the Fund is selling an Investment, not lower than the Acquisition Cost of such Investment initially paid by the Fund and (C) the terms and conditions of such transaction are (1) if the Fund is acquiring an Investment, not less favourable than those pursuant to which the Coinvestor Fund initially made such investment or (2) if the Fund is selling an Investment, not more favourable than those pursuant to which the Fund initially made such Investment.

The Management Company shall cause the Previous Fund, the Successor Funds, the Key Executives, the Management Team Members, and each of their respective shareholders, directors, employees or Affiliates and/or Connected Persons of any of the aforementioned, to comply with the provisions of this Article. In addition, the Management Company shall inform the Supervisory Committee of any transaction entered into or services provided by any of the Investors to the Management Company, the Portfolio Companies or any of their respective Affiliates and/or Connected Persons of any of the aforementioned.

Those Investors or members of any Funds' body incurring in a conflict of interest shall refrain to vote in relation with a conflict of interest, and their votes and Investment Commitments will not be considered for the purposes of calculating the relevant majority.

Article 11 Substitution or removal of the Management Company and economic effects after the removal of the Management Company

11.1 Substitution of the Management Company

The Management Company shall only request its substitution in accordance with the provisions of this Article 11 by means of a request formulated jointly with the new management company to the CNMV, in which the new management company declares itself willing to accept such duties.

In case there is an Event of Insolvency of the Management Company, the Management Company must request its substitution pursuant to the procedure described in the paragraph above. If the Management Company does not do it, the CNMV may resolve its substitution. In this case the Management Company will not have the right to receive any Fixed Management Fee beyond the date of the declaration of the Event of Insolvency.

11.2 Removal of the Management Company

The Management Company may also be removed (and for such purpose shall request its substitution), in the following situations:

(a) Removal with Cause

The Management Company shall be removed in the event that an Investors' Ordinary Resolution is adopted, directly deriving from an event of Cause, requesting its removal. To this effect, the Management Company shall be required to notify the Investors and the Coinvestors of the occurrence of an event of Cause, as soon as reasonably possible after the occurrence of such event and, in any case, within five (5) business days after becoming aware of it.

For the avoidance of any doubt, the Management Company, the Key Executives, the executives or employees of the Management Company, the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their investment commitments into the Coinvestor Funds) will not be considered for the purposes of calculating the relevant majority.

In the event that the Investors agree the removal with Cause of the Management Company, such removal will have immediate effect and the Management Company shall not be entitled to receive any Variable Management Fee which otherwise would have been entitled to according to Article 16.2 or Fixed Management Fee beyond the date on which the resolution approving such removal has been adopted, nor any compensation deriving from its early removal. In addition, the Investors and the Fund may claim the appropriate compensation for the damages and loss caused.

In the event that a removal with Cause arising from the circumstances set out in Article 12 (Key Executives Departure) and Article 13 (Change of Control) of these Regulations, the Management Company which has been removed may proceed to submit the question of whether Cause existed to an arbitration award. In the event that following a final arbitration award (*sentencia firme*) determines that Cause did not exist, the Management Company which was removed will be deemed to have been removed, with the economic effects of removal without Cause being applied in the terms set forth in Article 11.3(a) below.

(b) Removal without Cause

The Management Company may be removed (a) at any time, if the Management Company has been removed from any of the Previous Funds, with or without cause or (b) after two (2) years of the First Closing Date by means of an Investors' Special Resolution for any reason not derived from a Cause event. For the avoidance of any doubt, the Management Company, the Key Executives, the executives or employees of the Management Company, the Affiliates and/or Connected Persons of any of the foregoing, the Investors and Coinvestors incurring in a conflict of interest and the Defaulting Investors (and the defaulting Coinvestors), will not be entitled to vote and their Investment Commitments (and their investment commitments into the Coinvestor Funds) will not be considered for the purposes of calculating the relevant majority.

In this case, the effects of the removal shall take place from the moment the relevant Investors' Special Resolution is adopted. The Management Company will request its substitution and will have the right to receive from the Fund a compensation equivalent to the amounts received in the previous twelve (12) months, as Fixed Management Fee. Such compensation shall be paid by the Fund only once (i) the Management Company has delivered to the replacing management company any and all Parallel Fund's management, accounting and corporate books and records;

and (ii) the removal of the Management Company and its replacement by the new management company has been formalized and registered with the CNMV. Notwithstanding the above, the Management Company shall be required to reimburse to the Fund the portion of the annual Fixed Management Fee received in advance prior to its removal, attributable to the management period of the Fund's assets subsequent to the removal.

The substitution of the Management Company shall not grant the Investors any right to reimbursement or withdrawal of their quotas, except in the cases in which the latter may be established on an imperative basis, by the LECR or other applicable legal provisions. Notwithstanding the above, the Management Company, the Key Executives, the Management Team Members or their respective Affiliates may have the option to cancel their Undrawn Commitments.

One or more Investors and/or Coinvestors representing, at least, twenty percent (20%) of Total Commitments, may at any time convene the Investors' Meeting to resolve on the removal of the Management Company, with or without Cause, as applicable. In such event, the Management Company shall immediately convene the Investors and the Coinvestors.

From the date of the Investors' Ordinary Resolution approving the removal with Cause according to paragraph (a) above, or from the date of the Investors' Special Resolution approving the removal without Cause according to paragraph (b) above, as applicable, (the "**Removal Resolution Date**") the Investment Period will be automatically suspended if it was not already terminated at that moment and, in any case, no Investments or divestments will be carried out (including but not limited to Follow-on Investments), except those Investments or divestments which prior to the Removal Resolution Date were already approved in writing by the Investment Committee and committed in writing vis-à-vis third parties under binding and enforceable agreements. From the Removal Resolution Date, the Management Company may only request the contribution of the Investment Commitments necessary for the Fund to meet its obligations previously assumed in written and binding agreements, as well as the payment of expenses of the Fund in accordance with these Regulations.

11.3 Economic effects after the removal of the Management Company

(a) Removal with Cause

In the event that the Management Company is removed with Cause, the Management Company will lose the Variable Management Fee which is entitled to receive and will continue to be subject to the Redemption Obligation for the amounts distributed as Variable Management Fee up to the date of the removal.

Notwithstanding the above, if in the terms of article 11.2 (b) and article 32 of these Regulations a final arbitration award (*sentencia firme*) determines that no Cause has occurred, then the economic effects of the removal will be re-classified as if such removal had been a Removal without Cause (*i.e.* such re-classification will affect only to the economic effects of the removal, but will not change, without limitation, the Removal Resolution Date nor otherwise affect to the validity of the corresponding removal resolution) and, as such, the Management Company shall be entitled to: (i) receive from the Fund a compensation equal to the amounts received as Management Fee in the previous twelve (12) months, in accordance with Article 11.2 (b) above; and (ii) retain its right to receive the Variable Management Fee, reduced by the applicable proportion shown in the table of Article 11.3 (b) below and subject to the Redemption Obligation for those amounts distributed as Variable Management Fee.

(b) Removal without Cause

In the event that the Management Company is removed without Cause, the Management Company will retain the right to receive the Variable Management Fee, reduced by the proportion shown in the table below:

Years elapsed between First Closing Date and the removal of the Management Company*	Reduction proportion
1	88 %
2	76 %
3	64 %
4	52 %
5	40 %
6	32 %
7	24 %
8	16 %
9	8 %
10	0 %

*The interim periods will be calculated in proportion with the days elapsed in the financial year.

Notwithstanding the above, in the event that the Fund is liquidated immediately after a Removal without Cause, the Management Company shall preserve the right to receive the Variable Management Fee reduced as per the above table.

In addition, the Management Company will continue to be subject to the Redemption Obligation for the amounts distributed as Variable Management Fee.

11.4 Substitution request in the event of removal

The Management Company shall not request its voluntary substitution before the CNMV.

Notwithstanding the above, in the event of a removal with Cause or a removal without Cause as set out in these Regulations, and without prejudice to the fact that the removal shall be effective from the date of the corresponding Investors' resolution, the Management Company agrees to deliver to the replacing management company any and all Parallel Fund's management, accounting and corporate books and records, and to formally request its substitution before the CNMV and to carry out all the necessary steps to give effect to such substitution in accordance with the LECR.

Article 12 Key Executives Departure

12.1 Suspension of Investments and divestments

In the event of a Key Executives Departure, the Investment Period will be automatically suspended if it was not already terminated at that moment and, in any case, no Investments or divestments will be carried out (including but not limited to Follow-on Investments and Bridging Investments), except those Investments or divestments which (a) prior to the Key Executives Departure were already approved in writing by the

Investment Committee and committed in writing vis-à-vis third parties under binding and enforceable agreements; or (b) are proposed by the Management Company and authorised by the Supervisory Committee on a case-by-case basis (the “**Suspension Period**”).

During the Suspension Period, the Management Company may only request the contribution of the Investment Commitments necessary for the Fund to meet its obligations previously assumed in written and binding agreements, as well as the payment of the management and administrative expenses of the Fund in accordance with these Regulations. During the Suspension Period, the Fixed Management Fee to be received by the Management Company shall be calculated in accordance with Article 7.1 (c) of these Regulations.

The Management Company shall notify the Investors, as soon as reasonably practicable and in any case no later than ten (10) business days after having knowledge of the Key Executives Departure event.

The Investors by Investors’ Special Resolution may decide at any time to terminate the Suspension Period if it is resolved that the remaining Key Executive and the rest of the Management Team Members are sufficient to continue with the management and administration of the Parallel Funds.

Unless the Investors had previously resolved to terminate the Suspension Period, within a maximum period of six (6) months following the Key Executives Departure event (which may be extended by three (3) months with prior consent of the Supervisory Committee) the Management Company shall propose to the Investors one or more appropriate candidates to replace the departing Key Executive. Based on that proposal, the Supervisory Committee unanimously (or the Investors by Investors’ Special Resolution if not previously resolved unanimously by the Supervisory Committee within fifteen (15) business days) may resolve to approve the proposed replacement and terminate the Suspension Period.

If the aforementioned period of six (6) months (or such period extended by three (3) months pursuant to the prior consent of the Supervisory Committee) expires without the Suspension Period being terminated according to the above, then: (i) the Investment Period, if not already terminated, will be considered terminated automatically and (ii) the Management Company shall convene the Investors and the Coinvestors so that, within a maximum period of one (1) month, one of the following two decisions is approved by means of an Investors’ Ordinary Resolution: (a) the liquidation of the Fund; or (b) the Removal with Cause of the Management Company.

If the Investors do not take one of these two decisions (whether this is due to not reaching the necessary majority for the approval of either decision, or for any other reason), the Fund shall be dissolved and the Management Company shall require the Investors to appoint a liquidator in accordance with Article 27 of these Regulations.

For the avoidance of doubt, in any of the decisions to be taken by the Investors under this Article, the Management Company, the Key Executives, the Management Team Members, or any of their respective shareholders, directors, employees, Connected Persons and/or Affiliates shall not be entitled to vote as Investors and/or Coinvestors, as the case may be, and their votes and Investment Commitments will not be considered for the purposes of calculating the required majority.

12.2 Substitution of the Key Executive

In the event of a departure of a Key Executive, the Management Company shall (i) communicate such circumstance to the Investors no later than ten (10) business days following the departure of such Key Executive; and (ii) propose as soon as possible the appointment of a new key executive. The new key executive proposed by the Management Company to replace the outgoing Key Executive shall only become a Key Executive (a) if so approved by the Supervisory Committee, unanimously, within fifteen (15) business days as from the date when the replacement is proposed; or (b) if the replacement is not approved

unanimously by the Supervisory Committee within the aforementioned term, if so approved by the Investors by Investors' Special Resolution

Article 13 Change of Control

In the event that at any moment a Change of Control occurs, unless approved by the Investors by Investors' Special Resolution, the Investment Period will be automatically suspended if it was not already terminated at that moment and, in any case, no Investments or divestments will be carried out (including but not limited to Follow-on Investments and Bridging Investments), except those Investments or divestments which (a) prior to the Change of Control were already approved in writing by the Investment Committee and committed in writing vis-à-vis third parties under binding and enforceable agreements; or (b) are proposed by the Management Company and authorised by the Supervisory Committee on a case-by-case basis (the "**CoC Suspension Period**").

During the CoC Suspension Period, the Management Company may only request the contribution of the Investment Commitments necessary for the Fund to meet its obligations previously assumed in written and binding agreements, as well as the payment of the management and administrative expenses of the Fund in accordance with these Regulations. During the CoC Suspension Period, the Fixed Management Fee to be received by the Management Company shall be calculated in accordance with Article 7.1 (c) of these Regulations.

The Management Company shall notify the Investors, as soon as reasonably practicable and in any case no later than ten (10) business days after having knowledge of the Change of Control event. In addition, the Management Company shall inform the Supervisory Committee, as soon as reasonably possible, about the occurrence of any transfer of shares, economic and/or voting rights in the Management Company, even if such transfer does not entail a Change of Control.

The Management Company shall convene the Investors and the Coinvestors so that, within a maximum period of three (3) months from the notification by the Management Company of the occurrence of a Change of Control, one of the following three decisions is approved by means of Investors' Ordinary Resolution: (i) the removal with Cause of the Management Company, with the consequences set out in Article 11 above; (ii) the termination of the CoC Suspension Period and consequently the continuation of the Fund; or (iii) the liquidation of the Fund. For the avoidance of doubt, in each of (i), (ii) and (iii) above, the Management Company, the Key Executives, the Management Team Members, or any of their respective shareholders, directors, employees, Connected Persons and/or Affiliates shall not be entitled to vote as Investors and/or Coinvestors, as the case may be, and their votes and Investment Commitments will not be considered for the purposes of calculating the required majority.

If the Investors and the Coinvestors do not take one of these three decisions (whether this is due to not reaching the necessary majority for the approval of either decision, or for any other reason), the Fund shall be dissolved and the Management Company shall require the Investors to appoint a liquidator in accordance with Article 27 of these Regulations.

CHAPTER 6 QUOTAS

Article 14 General characteristics and form of representation of Quotas

The Fund is a pool of assets divided into a single class of Quotas, which vest in their holders a property right on the terms regulated by law and contract and, in particular, as established by these Regulations. The subscription of an Investment Commitment by each of the Investors in the Fund shall imply the obligation to comply with these Regulations by which the Fund is governed and, in particular, the obligation to subscribe the Quotas and drawdown the Investment Commitments on the terms and conditions herein established.

The Quotas shall be considered to be negotiable securities and may be represented by no par value registered certificates which may document one or more Quotas, and whose issue Investors shall have a right to. On such certificates shall be set out the subscription value, the order number, the number of Quotas it relates to, the name of

the Fund, the Management Company and its registered office, the date on which the Fund was established and the details relating to registration with the appropriate administrative body.

Quotas will have an initial subscription value of ten (10) euros at the First Closing Date. Subscription of Quotas after the First Closing Date shall be made, either (i) for a value of ten (10) euros, or (ii) for a subscription value determined by virtue of the Distributions made by means of the reduction of the Quotas, such that all Quotas have the same subscription value at any one time.

As established in Article 17 of these Regulations, all Quotas will be completely subscribed and drawdown.

Article 15 Net asset value of the Quotas

Notwithstanding the conditions set out in Article 14 in relation to the subscription value of the Quotas, the Management Company will periodically determine the net asset value of the Quotas in accordance with the following:

- (a) the Management Company shall calculate the net asset value of the Quotas in accordance with article 31.4 of the LECR and Circular 04/2015 of 28 October of the CNMV relating to accounting rules, annual accounts and information statements of private equity entities;
- (b) the net asset value will be calculated: (i) once the Subscription Period has terminated; (ii) on at least a half-yearly basis; (iii) whenever a Distribution is made; and (iv) when potential repayments of Quotas arise; and
- (c) unless otherwise established in these Regulations, the most recent net asset value available will be used, and therefore it will not be necessary to calculate the net asset value on a determined date in the event of redemption of the Quotas of a Defaulting Investor or in the case of a transfer of Quotas according to Article 18 and Article 19 below.

Article 16 Economic rights of the Quotas

16.1 Economic rights of the Quotas

Quotas confer to their holders an ownership right to the assets of the Fund pro rata to their stake therein and subject to the Rules of Priority for Distributions.

16.2 Priority for Distributions

Notwithstanding the provisions of Article 16.1, and subject to the provisions of Article 11, Article 16.3, Article 18, Article 21.1 and Article 21.4, Distributions to the Investors shall be made in accordance with the following criteria and order of priority ("**Rules of Priority for Distributions**"):

- (a) first, to all the Investors in proportion to their stake in the Total Commitments, until each of them has received Distributions for an amount equal to one hundred (100) percent of its Investment Commitment;
- (b) second, once the provisions of (a) above have been satisfied, any subsequent Distributions shall be made to all the Investors, in proportion to their stake in the Total Commitments, until each of them has received Distributions pursuant to paragraph (a) above and this paragraph (b) for an amount equal to 1.3. times its Investment Commitment;
- (c) third, once the provisions of (b) above have been satisfied, any subsequent Distributions shall be made only to the Management Company as Variable Management Fee, until it has received an amount equivalent, at any time, to twenty (20) percent of all Distributions made under paragraph (b) above and this paragraph (c) (excluding for the avoidance of doubt Distributions as per paragraph (d)); and

- (d) finally, once the provisions of (c) above have been satisfied, any subsequent Distributions shall be made: (i) eighty (80) per cent to all Investors in proportion to their stake in the Total Commitments; and (ii) twenty (20) per cent only to the Management Company as Variable Management Fee.

The Rules of Priority for Distributions shall be applied to each Distribution, taking into account for such purposes all Distributions made up until such time during the life of the Fund. The Management Company shall use the various procedures through which a Distribution may be made to Investors in such a manner that the Rules of Priority for Distributions are complied with on the occasion of each Distribution.

On liquidation of the Fund, the Rules of Priority of Distributions shall be recalculated and Distributions to Investors and payment of Variable Management Fee adjusted, taking into account Investment Commitments drawn down to guarantee that the Variable Management Fee is, subject to the Rules of Priority of Distributions, twenty (20) per cent of all Distributions in excess of Investment Commitments drawn down. For the avoidance of doubt, amounts distributed as per Articles 21.5 (b), (c) and (d) shall not be considered as distributed and drawn down and amounts drawn down as per Articles 21.5 (e) and (f), if any, shall not be considered as drawn down and distributed.

The Management Company shall withhold any tax which may be applicable by law to each Distribution.

16.3 Redemption Obligation

The Management Company and the Investors shall be under an obligation, once the liquidation period of the Fund has terminated, to pay to the Fund any amount received from it during the life of the Fund which exceeds its economic rights (the "**Redemption Obligation**").

For these purposes, during the process of the liquidation of the Fund, the liquidator of the Fund, either at its own instance or at the request of any Investor, shall repay and/or, as applicable, require the Management Company to repay to the Fund any amounts received from the Fund in excess of their economic rights (excluding any amounts that the Management Company has paid or are under an obligation to pay, either directly or through withholding tax, as a consequence of their tax obligations deriving from the payment of such amounts), as the case may be. Once such amounts have been repaid to the Fund, the liquidator of the Fund shall proceed to distribute such amounts amongst the Investors and/or the Management Company according to the Rules of Priority for Distributions set out in Article 16.2 above.

CHAPTER 7 SUBSCRIPTION AND DRAWDOWN OF QUOTAS REGIME

Article 17 Subscription and drawdown and Quotas regime

17.1 Subscription Period

From the First Closing Date until the Final Closing Date (the "**Subscription Period**"), the Management Company may accept additional Investment Commitments either from new Investors or from existing Investors (in which case said Investors shall be treated as Subsequent Investors only in relation to their additional Investment Commitments, and only to the extent that, as a result of those additional Investment Commitments, their respective percentages of the Total Commitments of the Fund have increased).

On the date the Fund is formed and/or on each of the subsequent closings that take place during the Subscription Period, each Investor that has been admitted to the Fund and has signed its respective Subscription Agreement, shall subscribe and drawdown the Quotas according to the procedure established by the Management Company in the Drawdown Notice, according to their Investment Commitment.

The Parallel Funds' Total Commitments shall not exceed at any time the amount of one hundred and sixty five million (165,000,000) euros.

At any time during the term of the Fund, no single Investor or Coinvestor shall subscribe, hold or control, directly or indirectly, individually or jointly with their Affiliates and/or Connected Persons, more than fifty (50) per cent of the Total Commitments, and/or more than fifty (50) per cent of the Parallel Funds' Total Commitments, and/or more than fifty (50) per cent of the voting rights in any body of the Parallel Funds.

The offer of Quotas shall be strictly made as a private placement.

The minimum Investment Commitments of an Investor to the Fund, subject to the Management Company's discretion, will be one (1) million euros for investors in the Previous Funds and for all other Investors, the minimum Investment Commitments shall be two (2) million euros, although the Management Company may also accept subscriptions for Investment Commitments of less than this amount at its discretion.

The Key Executives, the Management Company, the Management Team Members, the members of the Board of Directors of the Management Company and/or any of their Affiliates will subscribe and maintain, in aggregate, an Investment Commitment equal to, at least, two point five (2.5) per cent of the Parallel Funds Total Commitments.

Once the Subscription Period has ended, the Fund will be closed-ended, no transfers of Quotas to third parties (that is, Persons who prior to the transfer are not an Investor or an Investor's Connected Person or Affiliate), or issuances of new Quotas to third parties, are contemplated.

17.2 Drawdowns

Throughout the life of the Fund, subject to the provisions of Article 5.2, the Management Company shall require to all Investors, the subscription and drawdown of the Quotas of the Fund, pro rata to their stake in the Total Commitments, on the date indicated in the Drawdown Notices (which the Management Company will send to each Investor with at least fifteen (15) business days prior notice). In all cases the drawdowns shall be requested as they become necessary to fund the Investments, the Fixed Management Fee, the Establishment Costs or the Operating Expenses of the Fund in accordance with these Regulations. The Management Company shall determine at its discretion the number of Quotas to be subscribed and drawdown, according to what it considers to be suitable to meet the obligations of the Fund and comply with its purpose. Such contributions shall be made in cash (and, for the avoidance of any doubt, in euros). The Management Company does not anticipate making Drawdown Notices for amounts less than five hundred thousand (500,000) euros.

Under no circumstances an Investor will be obliged to disburse any amounts in excess of its Undrawn Commitment nor will any of its rights and obligations as Investor in the Fund will be affected in any manner as a consequence of not disbursing amounts in excess of its Undrawn Commitment.

Following the Investment Period, the drawdown of Investment Commitments may only be requested in the following cases:

- (a) in order to meet any obligation, expense or responsibility of the Fund with respect to third parties (including the Fixed Management Fee);
- (b) in order to make Investments that have been approved by the Investment Committee and committed by means of, at least, duly documented letters of intent granting exclusivity or contracts subscribed by the Fund prior to the end of the Investment Period and subject to the following conditions:
 - (i) the commitment to make the Investment is disclosed to the Supervisory Committee within fifteen (15) business days from the end of the Investment Period; and

- (ii) the Investment shall be completed no later than twelve (12) months from the date on which such Investment has been committed;

for the avoidance of doubt, except for such Investments provided in this paragraph (b) no New Investments will be made after the termination of the Investment Period; or

- (c) in order to make Follow-On Investments, provided that such Follow-On Investments are made prior to the tenth anniversary of the First Closing Date and the aggregate amount of such Follow-On Investments does not exceed the amount of the Undrawn Commitments.

The Management Company, through written notification to the Investors and Coinvestors, may decide with the prior written consent of the Supervisory Committee to cancel either completely or partially the Undrawn Commitments (such decision must be *pari passu* to all the Investors and Coinvestors *pro rata* to their stake in the Parallel Funds' Total Commitments). The Undrawn Commitments so cancelled will reduce the amount of the Total Commitments for the purposes of these Regulations, including without limitation for the calculation of: (i) the Distributions and (ii) the Fixed Management Fee which would have to be recalculated, from the quarter in which the decision is taken, with the amounts paid in excess being immediately repaid to the Investors in proportion to their stake in the Total Commitments.

During the life of the Fund, the maximum amount that may be invested in Portfolio Companies at any time is limited to one hundred (100) per cent of Total Commitments.

For the avoidance of doubt, contribution of Undrawn Commitments will always be requested to the Investors *pro rata* to their respective stake in the Total Commitments, and to Coinvestors *pro rata* to their respective stake in the Coinvestor Funds' Total Commitments.

The Management Company shall ensure that the co-investment agreements, the constitutional documents and/or other legal documentation of the Coinvestor Funds provide for the contribution of the Coinvestor Funds' Total Commitments into the Coinvestor Funds in substantially the same terms and conditions set out in this Article and in any case, in terms no more favorable than those established in these Regulations, that may negatively affect the operations of the Parallel Funds, or breach the *pari passu* principle governing the coinvestment amongst the Parallel Funds.

17.3 Subsequent closings

Each Subsequent Investor will, on its First Drawdown Date, subscribe for Quotas in accordance with Article 17.1 above, as may be necessary for the Investment Commitment of such Subsequent Investor to be drawdown in the same percentage than the Investment Commitments of the existing Investors are at that moment.

In addition to the drawdown set out in the previous paragraph, the Subsequent Investor (except for the European Investment Fund, any investment vehicle managed or advised by Axis Participaciones Empresariales, SGEIC, S.A.U., the Institut Català de Finances or any of its Affiliates) shall pay to the existing investors of the Parallel Funds an indemnity which shall be calculated by applying an annual rate of five (5) per cent to the amount drawdown by the Subsequent Investor on its First Drawdown Date, and during the period from the date or dates on which the Subsequent Investor would have made drawdowns if it had been an investor since the First Closing Date, until the First Drawdown Date of such Subsequent Investor (the "**Indemnity**").

The Fund will act as an intermediary in the name and on behalf of the Subsequent Investors in the payment of the Indemnity to the existing investors, therefore those amounts drawdown by the Subsequent Investors as Indemnity will not be considered as Distributions of the Fund and will be distributed amongst the previous

Investors in the Fund and the Coinvestors pro rata to their stake in the Parallel Funds' Total Commitments and adjusted to take into account the date of their admittance to the Fund and/or the Coinvestor Funds.

For the purposes of these Regulations and, in particular, with respect to the Rules of Priority for Distributions, the Indemnity paid by each Subsequent Investor will not be considered to be a drawdown of its Investment Commitments and therefore it will have to be paid in addition to its Investment Commitment.

The Management Company shall ensure that, the co-investment agreements, the constitutional documents and/or other legal documentation of the Coinvestor Funds provide for subsequent Coinvestors the same terms and consequences provided for the Subsequent Investors in these Regulations.

17.4 Temporary Distributions during the Subscription Period

In order to optimise the management of the Fund's assets, in the event that during the Subscription Period, the Management Company deems there to be an excess of liquidity in the Fund as a consequence of the subscription and drawdown of Quotas by Subsequent Investors, the Management Company may immediately agree to make Temporary Distributions.

Article 18 Defaulting Investor

In the event that an Investor has breached its obligation to contribute such part of its Investment Commitment requested by the Management Company in accordance with Article 17 above, default interest shall accrue in favour of the Fund equivalent to an annual rate of return of ten (10) per cent, calculated on the amount of the contribution of the Investment Commitment required by the Management Company and from the date of the breach until the date of actual payment (or to the date of redemption or sale of the Quotas of the Defaulting Investor as established below). If the Investor does not cure the breach within a period of one (1) month from the date of the Drawdown Notice, the Investor shall be considered a **"Defaulting Investor"**.

The Defaulting Investor shall have its political rights (including those related with its participation in the Supervisory Committee, in the Investors' meetings or other similar bodies) as well as its economic rights suspended, automatically offsetting the outstanding debt against any amounts to which, as the case may be, it would be entitled from the Fund's Distributions.

In addition, the Management Company shall be obliged to execute, at its discretion, any of the following alternatives:

- (a) to demand performance of the obligation to make the contribution requested with payment of the default interest mentioned above and any damages caused by the breach; or
- (b) to redeem the Defaulting Investor's Quotas, with any amounts already contributed by the Defaulting Investor and not having been repaid to the Defaulting Investor by the date of redemption being retained by the Fund as a penalty, and limiting the Defaulting Investor's rights to receive from the Fund, once the remaining Investors have received from the Fund Distributions for an amount equal to the total of the amounts contributed by them during the life of the Fund (pursuant the Rules of Priority for Distributions set out in Article 16.2), an amount equivalent to the lower of the following quantities: (a) fifty (50) per cent of the amounts already contributed to the Fund by the Defaulting Investor that have not been repaid to it by the date of redemption, less any amounts which have previously been distributed; or (b) fifty (50) per cent of the last net asset value of the Quotas corresponding to the Defaulting Investor at the date of redemption. The following shall be deducted from the amount to be received by the Defaulting Investor: (i) any costs, including interest, incurred as a consequence of the financing required by the Fund to cover the amount not contributed by the Defaulting Investor, and (ii) any costs incurred by the Management Company in relation to the breach by the Defaulting Investor plus an amount

equivalent to the Fixed Management Fee that the Management Company ceases to receive as a result of the application of this paragraph; or

- (c) to resolve the sale of the Quotas held by the Defaulting Investor, in which case the Management Company:
- (i) firstly, shall offer the Quotas to each and every one of the Investors in the Fund pro rata to their respective stake of the Total Commitments. In the event that any of the Investors do not exercise this right, such Quotas as correspond to such Investor shall be offered to the other Investors pro rata to their respective stake of the Total Commitments. The purchase price of each Quota offered to the Investors shall be an amount equivalent to fifty (50) per cent of the last net asset value of the Quota.
 - (ii) secondly, any Quotas held by the Defaulting Investor which are not bought by any of the Investors on the terms of the section above shall be offered by the Management Company to a Person or Persons, the sale to whom is determined by the Management Company to be for the benefit of the Fund.

Once a proposal is received by the Management Company, (i) if the price is over fifty (50) per cent of the net asset value of the Quotas, the Management Company may transfer the Quotas of the Defaulting Investor; (ii) if the price offered is less than fifty (50) per cent of the net asset value of the Quotas, the Management Company shall communicate the proposal to the Investors, who within a term of ten (10) business days shall indicate whether they are interested in acquiring the whole stake at such a price, and the transfer shall be made pro rata between the interested Investors within the ten (10) business days following the completion of the aforementioned term. The price agreed between the Management Company and the interested Person or Persons shall be binding on the Defaulting Investor who shall cooperate with the Management Company in order that the transfer be effected.

The Management Company shall not be required to pay the sale price to the Defaulting Investor until such time as it has signed such documentation as the Management Company requests. Of the sale price to be received by the Defaulting Investor, the following amounts shall be subtracted: (i) any costs, including interest, incurred as a consequence of financing required by the Fund to cover the amount not contributed by the Defaulting Investor, and (ii) any costs incurred by the Management Company in relation with the failure of the Defaulting Investor to comply with its obligations plus an amount equivalent to the Fixed Management Fee that the Management Company does not receive as a result of the application of the present article.

The Management Company shall ensure that the co-investment agreements, the constitutional documents and/or other legal documentation of the Coinvestor Funds provide for defaulting Coinvestors substantially the same terms and consequences provided for the Defaulting Investors in this Article and, in any case, in terms no more favorable than those established in these Regulations.

CHAPTER 8 TRANSFER AND REDEMPTION OF QUOTAS REGIME

Article 19 Transfer of Quotas regime

Notwithstanding the provisions of this article, the transfer of Quotas, establishment of limited rights or other types of encumbrances and the exercise of the rights inherent thereto shall be governed by the general provisions for negotiable securities.

The acquisition of Quotas will entail the acceptance by the transferee of the Management Regulations governing the Fund, as well as the assumption by the transferee of the Undrawn Commitment attached to the Investment Commitment linked to the Quotas acquired (the transferor as a consequence being free from the obligation to contribute to the Fund the Undrawn Commitment pertaining to such transferred Quotas).

19.1 Restrictions on the Transfer of Quotas

19.1.1 General restrictions

The establishment of any liens or encumbrances on the Quotas, or any transfers of Quotas, direct or indirect, whether voluntary, compulsory, or other ("**Transfer**" or "**Transfers**"), which do not meet the provisions of these Regulations, shall not be valid, nor shall they take any effect vis-à-vis the Fund or the Management Company.

Any Transfer shall require the prior written consent of the Management Company, which it may grant or deny at its discretion, provided that the consent shall not be unreasonably withheld in the case of Transfers to an Affiliate of the transferor, provided that such Affiliate is wholly-owned by the transferor, or is the holder of one hundred (100) per cent of the quotas or shares of the transferor (provided that the Transfer is not part of a series of transfers by virtue of which the final investor is not an Affiliate of the original transferor in the above terms, which circumstance shall require the prior, written consent of the Management Company, who may grant or deny the same at its discretion); and that the consent will not be necessary where such Transfer is required pursuant to the laws or regulations applicable to an Investor.

In the event that the Quotas are the object of transfer by legal order, by virtue of a judicial or administrative proceeding or as a consequence of the liquidation or death of their owner, the Fund, other investors or third parties, at the discretion of the Management Company, shall have a pre-emption right with respect to the acquisition of such Quotas. For this purpose, in the event such pre-emption right is exercised, the Management Company must present a transferee for the Quotas for their net asset value at the time in which registration of the change in title in the relevant registries of the Fund was requested.

In the absence of agreement as to the net asset value of the Quotas or the procedure to be followed for the valuation thereof, net asset value shall be taken to mean that which is determined by an auditor appointed for such purpose by the Management Company, and who shall not be the auditor of the Fund or the Management Company. Within a deadline of two (2) months from the appointment thereof, the auditor shall issue the auditors' report, which shall be notified to the Management Company and to the interested parties. Within the three (3) months following receipt of the valuation report, the affected parties shall have the right to obtain at the registered office of the Management Company the net asset value of the Quotas which were the object of the Transfer, as price. Once such period has lapsed without the relevant affected Investors having withdrawn such amount, the Management Company shall consign it to a financial institution in the name of the interested parties.

19.1.2 Restrictions on Transfers of Quotas

Transfers of Quotas by the Management Company, the Key Executives, the Management Team Members, the members of the Board of Directors of the Management Company, when that implies reducing their Investment Commitment below the requisites of Article 17.1 above, and/or their respective Affiliates shall not be permitted except in the case that such Transfers are made to the Management Company, the Key Executives, the Management Team Members, the members of the Board of Directors of the Management Company and/or their respective Affiliates. Transfers

of Quotas held by the Management Company, the Key Executives, the Management Team Members, the members of the Board of Directors of the Management Company and/or their respective Affiliates that do not conform with the provisions of this Article shall not be valid nor shall they take any effect vis-à-vis the Fund or the Management Company.

19.2 Procedure for Transfer of Quotas

19.2.1 Notification to the Management Company

The transferor shall notify the Management Company, at least one (1) month in advance of the scheduled Transfer date, including in such notice: (i) the identification data of the transferor and transferee, the price and (ii) the number of Quotas intended to be transferred (the “**Proposed Quotas**”). The notice shall be signed by the transferor and by the transferee.

19.2.2 Subscription Agreement

In addition, prior to the Transfer of the Proposed Quotas, the transferee must send to the Management Company a Subscription Agreement duly signed by the transferee. By means of the Subscription Agreement, the transferee expressly assumes vis-à-vis the Fund and the Management Company all rights and obligations deriving from the acquisition and holding of the Proposed Quotas and, in particular, the Investment Commitment attached thereto (including, for the avoidance of doubt, the obligation to contribute to the Fund such amounts corresponding to Temporary Distributions received by the previous holders of the Proposed Quotas and whose payment is required by the Management Company in accordance with the provisions of Article 21.5 of these Regulations).

19.2.3 Requisites for the Transfer

The Management Company will notify the transferor its decision regarding the consent set out in Article 19.1.1 within a period of fifteen (15) calendar days following the reception of the notification.

The transferee shall not acquire the “Investor” status until such date on which the Management Company has received the document accrediting the transfer, and the transfer has been registered by the Management Company in the relevant register of Investors, which will not take place until the transferor has effected the payment of the expenses incurred by the Fund and/or the Management Company due to the Transfer on the terms set out in Article 19.2.5 below. Prior to such date, the Management Company shall not be liable in relation to the Distributions it makes in good faith in favour of the transferor.

19.2.4 Information and communication obligations

Notwithstanding the above, Transfers of the Fund’s Quotas shall in any case be subject to the reporting and disclosure obligations established by applicable law from time to time and, in particular, to those relating to the prevention of money-laundering.

19.2.5 Expenses

The transferee shall be required to reimburse to the Fund and/or the Management Company all reasonable expenses incurred directly or indirectly in relation to the Transfer of the Proposed Quotas (including, for the avoidance of doubt, legal and auditors expenses).

Article 20 Redemption of Quotas

The Management Company may determine for the benefit of the Fund and its Investors to redeem completely or partially Quotas before the Fund's liquidation pro rata to all Investors in the Fund, except for the provisions contained in Article 18 above relating to Defaulting Investors. Any redemption that does occur shall be a general redemption over all the Investors, and the same percentage shall be applied to the stake which each of the Investors holds in the Fund.

CHAPTER 9 GENERAL DISTRIBUTION POLICY

Article 21 General Distribution policy

21.1 Timing and policy for Distributions

The Fund's policy is to make Distributions to the Investors as soon as possible following a divestment or the receipt of income for other reasons, and no later than thirty (30) days following the receipt of such amounts by the Fund.

Notwithstanding the above, the Management Company shall not be required to make Distributions in the above period in the following circumstances:

- (a) when the amounts to be distributed to the Fund's Investors are not significant in the judgment of the Management Company (for these purposes aggregate amounts of less than five hundred thousand (500,000) euros shall not be considered significant), in which case such amounts shall be accumulated in order to be distributed when the Management Company decides or to be offset against future expenses the Fund has to meet including, but not limited to, the Fixed Management Fee (and in any case on a quarterly basis);
- (b) when the amounts awaiting Distribution may be the object of reinvestment in accordance with the provisions of these Regulations;
- (c) when it refers to Distributions derived from divestments (dividends or other returns from Portfolio Companies) that take place before the end of the Subscription Period; and
- (d) when, in the judgment of the Management Company, the making of the relevant Distribution may be to the detriment of the Fund's financial position, affect its solvency or viability, or the Fund's capacity to meet its obligations or potential or scheduled contingencies.

Distributions to be made by the Fund will be made in accordance with the Rules of Priority for Distributions.

Distributions will be normally made in the form of: (i) redemption of Quotas; (ii) payment of the earnings or reserves of the Fund; or (iii) return of the contributions through the reduction of the value of the Quotas of the Fund.

21.2 Distributions in specie

All cash Distributions shall be made in euros. The Management Company shall not make Distributions in specie of the Fund's assets prior to the liquidation of the Fund.

At the time of the liquidation of the Fund, any Distribution in specie shall be made in the same proportion as if it was a cash distribution, in such a manner that each Investor that is entitled to receive a Distribution in specie shall receive the proportion to which it is entitled of the total of the securities which are the subject of such Distribution (or if the exact proportion is not possible, the closest proportion possible to the one which applies thereto, plus a cash amount equivalent to the difference).

Distributions in specie shall be made in accordance with the Rules of Priority for Distributions, applying for such purpose the investment value as determined by an independent appraiser. For such purpose, the Management Company shall appoint as independent appraiser, on behalf of the Fund, an auditor, investment bank or corporate finance adviser with recognised prestige and experience.

Any Investor not wishing to receive distributions in specie in accordance with the above, may request that the Management Company retains the portion corresponding to such Investor and use its reasonable efforts, acting with due diligence, to sell such assets on behalf of the Investor, distributing to the Investor the resulting amounts (net of all expenses incurred in relation to such disposal). For such purposes, the Management Company shall notify Investors of its intent to make a Distribution in specie, granting them a period of five (5) business days in which to notify the Management Company in writing if they are requesting that the Management Company retains and disposes of the assets as provided above. The assets retained by the Management Company shall belong for all purposes to the relevant Investors (and not to the Fund), and shall be considered as if a Distribution in specie had been made, on the terms provided by this Article. The relevant Investor shall assume all expenses deriving from the above.

21.3 Tax withholdings on Distributions. Administrative tax requirements

As a rule, the Fund will not be obliged to carry out any tax withholding on the earnings and reserves Distributions it makes to the Investors, whether an entity or an individual, unless the Investor is obtaining such Distribution through a Tax Haven.

In order to confirm that this circumstance does not concur, the Management Company will be periodically requesting from the Investor proof of its tax residence. Consequently, whenever it is required by the Management Company, the Investor shall diligently submit to the Management Company a Certificate of Tax Residence.

Likewise, if the Investor changes its tax residence, it shall immediately notify the Management Company of such circumstance and deliver as soon as obtainable a Certificate of Tax Residence to the Management Company.

If the Investor cannot provide the Management Company with a Certificate of Tax Residence for the sole reason of being a tax look-through entity and thus not being subject to income tax in its country of incorporation, the Management Company will be periodically requesting from the Investor proof of the tax residence of the Persons that are its unit holders, partners or members, and of the tax residence of the Persons that are the unit holders, partners or members, of the Investor's own unit holders, partners or members that are tax look-through entities and therefore not subject to income tax in their country of incorporation, and so on (all referred to as the "**Investor's Ultimate Holders**"). In this case the Management Company will also be requesting, as regards to the earnings and reserves it distributes to the Investor, its allocation proportion among Investor's Ultimate Holders. Consequently, whenever it is required by the Management Company, the Investor shall diligently submit to the Management Company a Certificate of Tax Residence of the Investor's Ultimate Holders and the allocation proportion among them, waiving for these purposes any law which may prevent them from reporting such information.

In addition, in order to receiving the Distributions from the Fund and carrying out the contributions requested by the Fund, the Investor will be required to provide the Management Company with a bank account that is not located in a Tax Haven.

If, when requested and before the corresponding earnings and reserves Distribution is carried out, the Investors cannot provide the Management Company with the Certificate of Tax Residence of the Investor or, in its case, of the Investor's Ultimate Holders, the Management Company will withhold on such Distribution the amount required by law.

In such case, the Management Company will promptly notify the Investor of any taxes paid or withheld from Distributions made to the Investor.

The Management Company shall, upon the request of any Investor, promptly furnish to such Investor any information available to the Management Company and shall comply with any administrative requirements that may be imposed on the Management Company by the relevant tax authority in each case that is reasonably necessary in order for such Investor to: (i) reclaim any tax which has been withheld or to file tax returns and reports; or (ii) to furnish tax information to any of the Investor's Ultimate Holders for the same purpose as in the case of the provision of information for use by an Investor. Any cost associated with an Investor request or need derived from any of the circumstances above, will not imply a cost for the Fund and shall be borne by the Investor.

Neither the Investor nor any of its own investors shall, for the mere fact of having invested in the Fund, be required to: (1) file a tax return in Spain (anyone other than for a refund, withholding or similar tax) concerning income not derived from the Fund; or (2) to pay any tax in Spain that do not derived from the Fund.

21.4 Reinvestment/Recycling

Notwithstanding the provisions of Article 5.3.6 above, and in accordance with Article 21.1, the Fund shall not reinvest income and/or dividends received from Portfolio Companies, nor the amounts resulting from the divestment therefrom, nor any other income deriving from the Fund's investments. Notwithstanding the above and by way of exception, the Management Company may decide on the reinvestment of the following (provided that the net value of the Fund at such moment is positive):

- (a) any amounts deriving from divestments (including divestments of the Bridging Investments) that took place within the fourteen (14) month period following the date of the respective Investment, up to the amount of the Acquisition Cost of such Investments (including, cash or share premium distributed by the relevant Portfolio Company in any form permitted by law);
- (b) any amounts deriving from Short-Term Investments made for the better management of the cash and other liquid assets of the Fund. For the avoidance of doubt, the fact that any amount received from a Portfolio Company or from the divestment of a Portfolio Company is temporarily placed in a depositary bank or other similar financial investment shall not mean that such amounts are Short-Term Investments and, therefore, that the returns generated can be reinvested;
- (c) any amounts requested from the Investors and allotted by the Fund to the payment of the Fixed Management Fee; and
- (d) any amounts deriving from the interests of convertible loans granted by the Fund.

The Fund may recycle in accordance to this article to the extent that (i) the Fund may at no time have Net Invested Capital in Portfolio Companies exceeding 100% of Total Commitments and (ii) the total Acquisition Cost of Investments may in no circumstance exceed one hundred and ten percent (110%) of the Total Commitments.

21.5 Temporary Distributions

The amounts received by the Investors as Distributions classified by the Management Company as Temporary Distributions will increase by their amount the Undrawn Commitments at that moment (up to a maximum limit of the Total Commitments) and the Investors will therefore be under an obligation to drawdown again such amount. For the avoidance of doubt, the obligation to drawdown to the Fund an amount equivalent to a Temporary Distribution belongs to the holder of each stake at the moment in which the Management Company issues the relevant Drawdown Notice, regardless of whether or not the holder of the stake was the recipient of the Temporary Distribution.

For these purposes, the Management Company may decide, at its discretion, to classify a Distribution as a Temporary Distribution, exclusively in relation to Distributions of the following amounts:

- (a) any amounts subject to reinvestment in accordance with the provisions of Article 21.4 above;
- (b) those amounts contributed by Investors in order to make an Investment which has not been completed as it had been envisaged or whose acquisition value was lower than expected and which thereafter the Management Company returned to Investors;
- (c) any amounts contributed to the Fund by Subsequent Investors which in accordance with Article 17.4 may be the object of Temporary Distributions;
- (d) any amounts eventually received by the Fund in relation to the Coinvestor Funds under the provisions of Article 5.4 of these Regulations;
- (e) any amounts distributed to Investors derived from a divestment in connection to which the Fund has provided a guarantee, provided that the Fund is required to make a payment in execution of such guarantee, and provided further that: (i) the aggregate Temporary Distributions made pursuant to this paragraph (e) shall not exceed forty (40) per cent of Total Commitments; and (ii) no Distribution may be recalled for these purposes after two (2) years from the relevant Distribution or, in any case, after the liquidation of the Fund; and
- (f) any amounts distributed to Investors arising from a divestment, provided that, at the time of such Distribution, a legal proceeding has been formally initiated in respect of a third-party claim which potentially may reasonably give rise to an obligation of the Fund to pay an indemnity pursuant to Article 28.2 of these Regulations, and considering further that (i) the amounts distributed as Temporary Distribution under this paragraph shall in no case exceed, in aggregate, twenty (20) per cent of Total Commitments and, individually, the lower of (x) twenty (20) per cent of each Distribution and (y) the amounts claimed by the third party under the legal proceeding referred to above; and (ii) in any case and under any circumstance no Investor will be obliged to reimburse the Temporary Distributions made by virtue of this paragraph (f) for a period longer than two (2) years since the date in which the Distribution had been made or, in any case, after the liquidation of the Fund.

The Management Company shall inform the Investors of any Distributions that are classified as Temporary Distributions. For these purposes, any Distribution classified by the Management Company as Temporary Distribution shall be set out in the relevant Distribution notice. Funds distributed as Temporary Distribution under paragraphs (a), (e) and (f) above, can only be used for the purposes of reinvestment, payments to be made by the Fund under guarantees provided upon divestments, and payments of an indemnity, respectively, in each case as specified in the corresponding Drawdown Notice.

Article 22 Criteria for the determination and distribution of profits

Profits of the Fund will be determined in accordance with the accounting principles and valuation criteria established in the Circular 04/2015 dated 28 October from the CNMV about the accounting rules and private information reports of private equity entities or any laws that substitute these in the future.

The profits of the Fund will be distributed in accordance with the general distributions policy set out in Article 21 and the applicable legislation.

CHAPTER 10 AUDITORS, INFORMATION TO INVESTORS AND INVESTORS' MEETING

Article 23 Auditors appointment

The Fund's annual accounts must be audited in the manner established by law. The appointment of the auditors of the Fund's accounts shall be made by the Management Company within a deadline of six (6) months from the time the Fund is established and, in any case, before 31 December of the first tax year to be examined. Such appointment shall be made to one of the persons or entities referred to in article 7 of RDL 1/2011, of July 1, of account auditing (or such regulations as replace this at any time), provided that it is one of the entities considered to be part of the "big four" or one with recognised prestige and an international network, and shall be notified to the CNMV and the Investors, which shall also be promptly notified of any change in the appointment of the Auditors.

Article 24 Investors' information

Notwithstanding the reporting obligations generally established by the LECR, the REuVECA and other applicable legislation, the Management Company shall make available to each Investor, at its registered office, these Regulations duly updated, as well as any successive audited annual reports which may be published concerning the Fund.

Apart from the Investor reporting obligations indicated above, the Management Company shall provide the Fund's Investors with the following information, which shall be prepared in accordance with the reporting and valuation guidelines issued or recommended by Invest Europe, in force from time to time:

- (a) within forty-five (45) calendar days following the end of each financial year, the provisional Fund's unaudited annual financial statements;
- (b) within one hundred and twenty (120) calendar days following the end of each financial year, a copy of the Fund's audited annual financial statements, including the number of jobs created in the Portfolio Companies in the previous year and, in the first Fund's audited financial statements, the detail of the Establishment Costs incurred in accordance with these Regulations;
- (c) within forty-five (45) calendar days following the end of each quarter, a report containing the following information:
 - (i) the unaudited quarterly financial statements of the Fund;
 - (ii) a description of the Investments and divestments made during such period, with detail of the amounts allocated by the Fund to such transactions;
 - (iii) a description of the Portfolio Companies and other assets of the Fund, together with a brief report on their evolution and status;
 - (iv) an unaudited Valuation of each one of the Portfolio Companies and of the Acquisition Costs of the Fund as of the end of each quarter; and

- (v) details of the Operating Expenses and the Transaction Fees of the Fund during the relevant quarter.

Article 25 Investors' meeting

The Management Company may convene a meeting of the Fund's Investors: (i) whenever it deems appropriate, and at least once (1) per financial year, by giving notice at least fifteen (15) business days in advance; and (ii) in any case, whenever requested in writing, containing the proposed agenda, by Investors representing at least twenty (20) per cent of the Total Commitments, in which case the Management Company shall call said meeting, with the proposed agenda, on a date not later than ten (10) business days from said request (otherwise, Investors representing at least twenty (20) per cent of the Total Commitments may directly convene the meeting themselves).

The Investors' meeting, which may take place in person or through video/tele conference systems, shall be convened by means of a letter addressed to each one of the Investors at least fifteen (15) business days in advance, by any means which allows the Management Company to ascertain the receipt of the meeting notice by the addressee, and must include the place, day and time of the meeting, the agenda of business to be transacted and any documentation concerning any matter submitted to its approval. Notwithstanding the above, such formalities shall not be necessary when, all Investors being present or represented at a meeting, such Investors unanimously decide to hold an Investors' Meeting. For the avoidance of doubt, any business submitted to the approval of the Investors not included in the agenda circulated in the convening notice, shall not be transacted during the meeting unless otherwise is agreed by unanimity of the Investors.

The Investors' Meeting shall be duly and validly assembled when there are either present (including through video/tele conference systems) or represented at the meeting, Investors who represent in total more than fifty (50) per cent of the Total Commitments (except where the Fund has fewer than three (3) Investors, in which case the participation of all Investors shall be necessary). Investors may be represented by any person, provided that such proxy is granted in writing and on a special basis for each meeting. A proxy granted by means of an email or fax sent to the Management Company shall be sufficient.

The Management Company shall nominate, among its representatives, the Chairman and Secretary of the meeting, unless otherwise decided by the majority of the Investment Commitments present or represented at the meeting. During a meeting, the Investors representing the majority of the Investment Commitments in attendance may request the Management Company to leave the meeting in order to hold an in camera session without the presence of the Management Company.

Resolutions of the Investors' meeting shall be adopted, as a general rule, and unless otherwise provided in these Resolutions, by means of the favourable vote of Investors representing more than fifty (50) percent of Total Commitments. Notwithstanding the above, in the event where by virtue of these Regulations, a specific resolution is required to be adopted by means of an Investors' Ordinary Resolution or Investors' Special Resolution, such requirement must be complied with for the valid adoption of the resolution. For these purposes, whenever the Investors' meeting is called in accordance with these Regulations, and one or more of the proposed resolutions to be adopted require Investors' Ordinary Resolution or Investors' Special Resolution, the Management Company shall immediately convene the meetings of the Coinvestors on the same date and, to the extent applicable, with the same agenda, so that the Coinvestors may vote and take the relevant actions so that an Investors' Ordinary Resolution or an Investors' Special Resolution may be adopted, as the case may be. In this connection, the co-investment agreement(s) with the Coinvestor Funds must include the obligation of the Coinvestor Funds of holding a meeting of Coinvestors if an Investors' meeting is convened and one or more of the proposed resolutions to be adopted require Investors' Ordinary Resolution or Investors' Special Resolution. The Management Company shall keep the Supervisory Committee duly informed on any and all actions taken on this regard. Investors incurring in a conflict of interest and Defaulting Investors, will not vote and their vote will not be considered for the purposes of calculating any of the above majorities.

Resolutions which are adopted at an Investors' meeting shall be reflected in the relevant minutes, to be drawn up and signed by the Secretary of the meeting and countersigned by the Chairman of the meeting. The minutes shall be delivered, by the Secretary of the meeting to the Investors attending the meeting for their ratification, within the next ten (10) business days following the relevant Investors' Meeting, provided that if the relevant Investor does not respond within a period of ten (10) business days after the reception of the relevant minutes, such minutes will be deemed as ratified by the relevant Investor. The Minutes shall be delivered to all Investors once ratified according to the foregoing.

CHAPTER 11 GENERAL PROVISIONS

Article 26 Amendment of the Management Regulations

Without prejudice to the powers vested in the CNMV pursuant to the LECR, the Management Company shall notify to Investors of any potential amendment or initiation process for an amendment of these Regulations. In addition, the Management Company shall notify to Investors of any amendment to the Regulations, within a period of ten (10) business days following the registration of the amended Regulations with the CNMV.

Neither the amendments to these Regulations nor the extension of the duration of the Fund (as regulated under Article 4 of these Regulations) shall grant to the Investors any right to withdraw from the Fund.

This article may only be amended with the unanimous agreement of all the Investors.

The Management Company shall submit amendments to the Regulations for approval by Investors' Ordinary Resolution, except (i) in the cases indicated in section 26.1 below, in which approval by an Investors' Special Resolution shall be required; and (ii) in the cases indicated in section 26.2 below, in which these Regulations may be amended by the Management Company without requiring the prior approval of the Investors.

In any case, no amendment to these Regulations may be made without the consent of the Investors prejudiced in the circumstances that the said amendment:

- (a) imposes on any Investor the obligation to make additional contributions to the Fund that exceed its Investment Commitment;
- (b) increases the responsibilities or obligations, or decreases the rights or protections, of an Investor or a particular group of Investors in a different manner to the other Investors; or
- (c) entails any amendment to the Rules of Priority for Distributions.

26.1 Amendment of the Management Regulations requiring Investors' Special Resolution

In the following cases, the amendment of these Regulations must be approved by Investors' Special Resolution:

- (a) to amend the term of duration of the Fund (as regulated under Article 4 of these Regulations);
- (b) to amend the Investment Policy (as regulated under Chapter 3 of these Regulations);
- (c) to amend the Remuneration of the Management Company and the expenses of the Fund (as regulated under Article 7 of these Regulations);
- (d) to amend the Investors protection measures (as regulated under Chapter 5 of these Regulations);
- (e) to amend the team commitment set out in Article 17.1 of these Regulations; or
- (f) to amend the General Distribution Policy (as regulated under Article 21 of these Regulations).

26.2 Amendment of the Management Regulations without the approval of the Investors

Notwithstanding the provisions of Article 26.1 above, these Regulations may be amended by the Management Company, without requiring the approval of the Investors, in order to:

- (a) change the Fund's name;
- (b) clarify any ambiguity or correct or complete any of its articles which may be incomplete or contradictory to another article, or correct any typographical error or omission, or introduce amendments required by regulatory changes affecting the Fund and the Management Company, provided that such modifications do not prejudice the interest of any Investor; or
- (c) make amendments agreed with potential investors following the date of incorporation of the Fund, provided that (i) such modifications do not prejudice the rights or obligations of the Investors and (ii) such modifications are not objected to within a period of fifteen (15) business days from the date of notification made by the Management Company to the Investors, by Investors who represent at least twenty (20) per cent of the Total Commitments.

Article 27 Dissolution, liquidation and termination of the Fund

The Fund shall be dissolved, thereby opening up the liquidation period: (i) upon the expiry of the term set out in these Regulations; (ii) upon the removal or substitution of the Management Company without a substitute management company being named and/or if such removal is requested by the Investors through an Investors' Special Resolution; or (iii) through any other cause established by the LECR or these Regulations.

The resolution for dissolution must be immediately reported by the Management Company to the CNMV and to the Investors.

Once the Fund has been dissolved, the liquidation period shall be opened, and the rights relating to the redemption and subscription of Quotas shall be suspended.

The liquidation of the Fund shall be carried out by the liquidator chosen by an Investors' Ordinary Resolution. The Management Company may be named liquidator in accordance with the above.

The liquidator shall proceed, as diligently as possible and in the shortest possible timeframe, to dispose of the Fund's assets, pay its debts and collect its credits. Once these operations have been carried out, it shall prepare the relevant financial statements and determine the value of the liquidation quotas which corresponds to each Investor. Such statements shall be audited in the manner provided by law and the balance sheet and income statement shall be communicated as relevant to the creditors.

Once a period of one (1) month has elapsed from the receipt of the information described in the paragraph above with no claims, the distribution of the Fund's net assets among the Investors shall take place according to the Rules of Priority for Distributions. Liquidation quotas not claimed within a period of three (3) months shall be consigned in deposits with the Bank of Spain or the General Depository (*Caja General de Depósitos*) and available to their legitimate owners. If there are any claims, the orders of the competent Court shall be followed.

Once the total distribution of net assets has been carried out, debts which could not be cleared have been consigned and debts which have not yet fallen due have been secured, the Management Company shall apply for the cancellation of the relevant entries from the applicable administrative registry.

Article 28 Limitation of liability and indemnities

28.1 Limitation of liability

The Management Company, its shareholders, directors, employees or any person appointed by the Management Company as a member of the Investment Committee or director of any of the Portfolio Companies, as well as the members of the Supervisory Committee (the “**Indemnified Persons**”), shall be exempt from liability for any losses or damages suffered by the Fund in relation to services rendered by virtue of these Regulations or other agreements related to the Fund, or in relation to services rendered as director of any of the Portfolio Companies or as member of the Supervisory Committee, or which otherwise result as a consequence of the transactions, businesses or activities of the Fund, except for those arising from fraud, gross negligence, wilful misconduct, or bad faith in the performance of obligations and duties in relation to the Fund, or a breach of these Regulations, any other Fund legal documentation and/or any applicable law.

The Management Company shall be jointly liable for the acts and contracts carried out by third parties subcontracted by it.

28.2 Indemnities

The Fund shall indemnify the Indemnified Persons for any liability, claim, damages, costs or expenses (including legal costs) incurred or which may be incurred as a consequence of claims by third parties deriving from their position or their relationship with the Fund except for those deriving from fraud, gross negligence, wilful misconduct or bad faith in the performance of their obligations and duties in relation to the Fund or breach of these Regulations. For the avoidance of doubt, “claims by third parties” shall exclude Investors’ claims or claims between the Management Company, the Key Executives, the Management Team Members and their respective Affiliates and/or Connected Persons (always taking into consideration the limitation of liability of 28.1 above). In no case can the indemnities provided in this paragraph exceed an aggregated amount equivalent to twenty (20) per cent of the Total Commitments (including for the avoidance of doubt those covered through Temporary Distributions).

The Persons which have received indemnities from the Fund in accordance with this Article will undertake their best efforts to recover such amounts. For the avoidance of doubt, any duplicated indemnity they could receive will be reimbursed to the Fund.

The Management Company shall engage appropriate professional indemnity insurance to cover the professional liability risk of the Indemnified Persons. The Indemnified Person shall be obliged to first seek indemnification under such insurance coverage, and any amount so recovered shall be deducted from any amount payable to the Indemnified Person by the Fund.

Article 29 Confidentiality obligations

29.1 Confidential information

For the purposes of this article, all information provided by the Management Company to Investors in relation to the Fund, the Management Company, or any Portfolio Company shall be deemed to be confidential information, and the Investors acknowledge and accept that any disclosure of such information may materially affect the Fund, the Management Company or a Portfolio Company. Furthermore, except as otherwise expressly established, any information provided by the Management Company in relation to any Portfolio Company constitutes sensitive commercial information, the disclosure of which may materially affect the Fund, the Management Company or any Portfolio Company.

The Investors agree to keep secret and confidential, and not disclose to or inform third parties of, without the prior written consent of the Management Company, any confidential information to which they have had access in relation to the Fund, the Portfolio Companies or potential investments.

29.2 Exceptions to the duty of confidentiality

The confidentiality obligation set out in Article 29.1 shall not apply to an Investor in relation to information:

- (a) that was in the possession of the Investor in question prior to it receiving it from the Management Company; or
- (b) that was made public for reasons other than the breach of confidentiality obligations by the Investor in question.

Likewise, and notwithstanding the provisions of Article 29.1, an Investor may disclose confidential information relating to the Fund:

- (a) to its own investors or shareholders (including, for the avoidance of doubt, investors in the Investor when it is a fund of funds);
- (b) in good faith, to its professional advisers and auditors for reasons related to the provision of their services;
- (c) if the Management Company so authorizes by written communication addressed to the Investor; or
- (d) if specifically required by law, or a court, or regulatory or administrative authority to which the Investor is subject.

In circumstances (a), (b) and (c) described in the preceding article, and notwithstanding the provisions thereof, such disclosure shall only be permitted if the recipient of the information is subject to an equivalent confidentiality obligation with respect to such information, and has undertaken not to disclose, in turn, such information, the Investors being bound to the Management Company and to the Fund to procure the continuous compliance with such undertaking.

29.3 Retention of information

Notwithstanding other articles of these Regulations, the Management Company will not be obliged to provide to an Investor information which such Investor, but for the application of this Article, would be entitled to receive in accordance with these Regulations, in cases in which the Fund or the Management Company are legally or contractually bound to keep such information confidential.

Article 30 Individual agreements with Investors

The Investors recognise and expressly accept that the Management Company may enter into individual agreements relating to the Fund with the Investors or Coinvestors.

Following the Final Closing Date, the Management Company shall send to all Investors, that so request to the Management Company within thirty (30) business days of the end of the Final Closing Date, a copy or compilation of the agreements entered into prior to this date.

Within a term of twenty five (25) business days following the date on which the Management Company sends such agreements, each Investor is entitled to request that the Management Company enters into an agreement that awards to such Investor the same rights as those awarded to any other Investors or Coinvestors that have subscribed for investment commitments with the Fund or the Coinvestor Funds for an amount equal to or less than the Investor

who is making the request, except in the following cases, in which the Management Company shall have absolute discretion:

- (a) where the agreement offers the Investor or the Coinvestor the opportunity to name a member of the Supervisory Committee or other similar bodies;
- (b) where the agreement makes reference to the manner in which information related to the Fund shall be communicated to such Investor or Coinvestor, or certain confidentiality obligations;
- (c) where the agreement makes reference to any consent to, or rights with respect to, the Transfer of any interest by the Investor or the Coinvestor;
- (d) where the agreement refers to the form, contents and timing of reports or notices, or the manner by which they are provided, or the receipt or delivery of legal opinions;
- (e) where the agreement includes representations and warranties relating to a particular point in time, tax and regulatory reporting and the use and disclosure of any confidential information;
- (f) when the agreement is affected by legal, tax, ERISA status or to applicable statutory or regulatory provisions that are only applicable to certain Investors or Coinvestors, in which case only those Investors or Coinvestors who are subject to the same legal or regulatory regime shall be able to benefit from such agreement, including transfer restrictions.

Article 31 Anti-Money Laundering

The Management Company has adopted a series of internal rules relating to the prevention of money-laundering that shall be reflected in the corresponding Anti-Money Laundering Manual which shall regulate the actions and internal procedures of the Management Company as regards this subject matter.

The Fund and the Management Company shall comply, and cause the Fund and each Coinvestor Fund to comply, with all applicable anti-money laundering and fight against terrorist financing applicable to the Fund and each Coinvestor Fund pursuant to Spanish law.

Article 32 FATCA and CRS DAC

The Management Company may decide to register the Fund as a Reporting Spanish Financial Institution as defined in the IGA, in which case it will have to report to the Spanish authorities the US Accounts (as defined in the IGA) existing among the Investors. For these purposes, the Investors shall diligently submit to the Management Company such information and documentation as may be reasonably requested by the Management Company in compliance with its obligations under the IGA, waiving for these purposes any law which may prevent them from reporting such information.

In this regard, the Investor must be aware that if it does not provide the Management Company with said information in due time, the Fund or the Management Company may be required under the IGA and the FATCA rules to carry out certain withholdings on the distributions corresponding to the Investor or to require the Investor to withdraw from the Fund and, in any event, the Management Company may take any other action that it deems in good faith to be reasonable to mitigate any adverse effect of such failure on the Fund or any other Investor.

In accordance with Chapter 4 of Subtitle A (sections 1471 through 1474) of the United States Internal Revenue Code of 1986, the Management Company, acting as sponsoring entity of the Fund, is compliant with the requirements of a sponsoring entity and maintains effective internal controls with respect to all the obligations of the Fund as sponsored entity of the Management Company under §1.1471-5(f)(1)(i)(F), as applicable.

To the extent that the Fund may have to comply with Royal Decree 1021/2015 of 13 November, establishing the obligation to identify the tax residence of persons who hold or control certain financial accounts and to report

information on said persons in the area of mutual assistance, which transposes into Spain the CRS and the DAC (the “**Spanish CRS-DAC Legislation**”) as well as any subsequent legal provision or regulation issued by the Spanish authorities in relation to this, the Fund will have to report to the Spanish authorities the Financial Accounts of the CRS signing countries (as detailed in the Spanish CRS-DAC Legislation) existing among its Investors.

In this regard, the Investor must be aware that if it does not provide the Management Company with said information in due time, the Fund or the Management Company may be required to apply the penalties and measures established under CRS and its regulations, or to require the Investor to withdraw from the Fund, and in any event the Management Company may take any other action that it deems in good faith to be reasonable to mitigate any adverse effect of such failure on the Fund or any other Investor.

Any expenses incurred by the Fund as a consequence of an Investor not providing the necessary FATCA or CRS-DAC documentation to the Management Company, including for the avoidance of doubt, the expenses derived from the legal advice in this regard, shall be borne by such Investor.

Article 33 Governing law. Jurisdiction

These Regulations shall be governed by Spanish law. The parties agree to waive the application of any other jurisdiction to which the parties may be entitled, and any disputes which may arise out of or in connection with the execution, application or interpretation of these Regulations, or related with it directly or indirectly with the Management Company and any other Investor or between the actual Investors, will be resolved by legal arbitration (*arbitraje en Derecho*), under the protection of the Spanish Act of Arbitrage (“Ley 60/2003, de 23 de diciembre de arbitraje”), in force from time to time, settled by three arbitrators appointed in accordance with the rules of arbitration of the Civil and Commercial Arbitration Court (CIMA), to which the administration of arbitration is entrusted, and whose arbitral award the parties compromise to fulfil. The place of the arbitration shall be Madrid and the language English.