

ANEXOS AL SUPLEMENTO

Anexo 1

Documentación acreditativa de las decisiones del socio único y el órgano de administración del Oferente en relación con la Oferta

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IGNACIO MARTÍNEZ-GIL VICH
 NOTARIO DE MADRID
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ESCRITURA DE ELEVACIÓN A PÚBLICO DE DECISIONES
DEL SOCIO ÚNICO Y DE LA ADMINISTRADORA ÚNICA DE
LA SOCIEDAD “MANZANA SPAIN BIDCO, S.L.U.”

NÚMERO TRESCIENTOS NOVENTA Y DOS -----

En Madrid, veinticinco de enero de dos mil veinticuatro.

Ante mí, **IGNACIO MARTÍNEZ-GIL VICH**, Notario de Madrid.-----

----- **COMPARECE:** -----

DOÑA [REDACTED] mayor de edad, casada, vecina de [REDACTED] con domicilio profesional en la [REDACTED] y provisto de D.N.I. número [REDACTED] en vigor, que me exhibe. -----

INTERVIENE en nombre y representación como apoderado de la sociedad denominada “MANZANA SPAIN BIDCO, S.L.U.”, con N.I.F. número B13917067, domiciliada en Madrid, calle Suero de Quiñones, 34-36, constituida por tiempo indefinido y bajo la denominación “GLOBAL BINASCO, S.L.U.”, mediante escritura otorgada ante el Notario el notario de Madrid, Don Ignacio Martínez-Gil Vich el 12 de junio de 2023 bajo el número 2488 de orden de su protocolo; e inscrita en el Registro

Mercantil de Madrid, Tomo 45355, folio 147 hoja M-797874 e inscripción 1ª. Cambiada su denominación social por la actual, por medio de la escritura otorgada el día 23 de junio de 2023, ante el Notario de Madrid Don Jose Luis Martínez-Gil Vich, con el número 2.324 de orden de protocolo. -----

El objeto social de la sociedad consiste en:

- 1.- La negociación, adquisición, transmisión, venta, gestión y administración de valores o acciones o participaciones sociales o cualquier otra participación representativa de intereses en entidades de capital, ya sean residentes o no en el territorio español, mediante el ejercicio directo de la administración y gestión de sus filiales a través de la correspondiente organización de medios materiales y personales, así como la creación de derechos reales y garantías sobre dichos valores.
2. La intervención y participación, ya sea mayoritaria o no, a través de la inversión directa o mediante la adquisición de otras empresas, constituidas o no, así como la adquisición, suscripción, permuta o venta de garantías, valores o similares, ya sean nacionales o no, en nombre propio y sin llevar a cabo las actividades de intermediación, con el objetivo de dirigir, administrar y gestionar las citadas garantías, valores o similares, ya sea en el territorio nacional o extranjero.
- 3.- La gestión, canalización y optimización de los recursos monetarios y financieros del grupo empresarial constituido por las

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sociedades participadas, incluyendo mediante la concesión de préstamos o cualquier otra forma de financiación.

4.- El asesoramiento en la planificación, gestión, desarrollo y organización de todo tipo de compañías y empresas, incluidos los aspectos económicos, contables y financieros.

Su legitimación para este acto resulta del poder a su favor conferido por medio de la escritura otorgada el día 23 de junio de 2023, ante el Notario de Madrid Don Jose Luis Martínez-Gil Vich, con el número 2.318 de orden de protocolo. En relación con esta escritura de apoderamiento, yo, el Notario, hago constar: -----

1º.- Que me ha sido exhibida la copia autorizada de la escritura reseñada. -----

2º.- Que el apoderado manifiesta, bajo su responsabilidad, que el apoderamiento no ha sido revocado, suspendido o limitado. -----

3º.- Yo, el Notario, hago constar que, a mi juicio, las facultades representativas acreditadas son suficientes para este otorgamiento. -----

Yo, el Notario hago constar que he cumplido con la

obligación de identificar al titular real (persona con un porcentaje superior al veinticinco por ciento del capital social), por medio de un acta de manifestaciones autorizada el día 23 de junio de 2023, ante el Notario de Madrid Don Jose Luis Martinez-Gil Vich, con el número 2.322 de orden de protocolo, manifestando su representante no haberse modificado el contenido de la misma. Consultada la base de datos de titularidad real, compruebo que el titular real coincide con lo manifestado en dicha acta.

Tiene a mi juicio, el señor compareciente, según interviene, la capacidad legal necesaria para formalizar esta **ESCRITURA DE ELEVACIÓN A PÚBLICO DE DECISIONES DEL SOCIO ÚNICO Y DE LA ADMINISTRADORA ÚNICA** y a tal efecto,

----- **OTORGA:** -----

Que eleva a público y, por consiguiente, deja formalizadas las decisiones adoptadas por el Socio Único y la Administradora Única de la Sociedad el día 19 de enero de 2024, tal y como constan transcritas en la certificación unida a esta matriz y que se da aquí por reproducida íntegramente y a la cual me remito para evitar innecesarias repeticiones y a todos los efectos, la cual se encuentra debidamente firmada por la Administradora Única, cuya firma legitimo y considero legitima. -----

PROTECCIÓN DE DATOS DE CARÁCTER PERSONAL: -----

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De conformidad con lo previsto en el Reglamento General de Protección de Datos europeo (RGPD), se informa de que los datos personales de los intervinientes serán tratados por el Notario autorizante, cuyos datos de contacto figuran en el presente documento. Los datos serán tratados con la finalidad de realizar las funciones propias de la actividad notarial y para la facturación y gestión de clientes, para lo cual se conservarán durante los plazos previstos en la normativa aplicable y, en cualquier caso, mientras se mantenga la relación con el interesado. -----

La base del tratamiento es el desempeño de las funciones públicas notariales, lo que obliga a que los datos sean facilitados al Notario e impediría su intervención en caso contrario. Se realizarán las comunicaciones previstas en la Ley a las Administraciones Públicas y, en su caso, al Notario que suceda al actual en la plaza. -----

Los intervinientes tienen derecho a solicitar el acceso a sus datos personales, su rectificación, su supresión, su portabilidad y la limitación de su tratamiento, así como oponerse a este. Frente a cualquier eventual vulneración de derechos, puede

presentarse una reclamación ante la Agencia Española de Protección de Datos. Si se facilitan datos de personas distintas de los intervinientes, estos deberán haberles informado previamente de todo lo previsto en el artículo 14 del RGPD.-----

Así lo dice y otorga el señor compareciente, a quien hago las reservas y advertencias legales, en especial las de naturaleza fiscal, y la de que esta escritura debe ser inscrita en el Registro Mercantil. -----

Doy cumplimiento al requisito de la lectura en la forma prevenida por el artículo 193 del Reglamento Notarial; tras la lectura, doy fe de que el compareciente manifiesta haber quedado informado del contenido del instrumento público y prestar su libre consentimiento a este contenido, firmando conmigo el Notario.-----

Yo, el Notario, DOY FE: -----

a) De haber identificado al compareciente por medio de su documento de identidad reseñado en la comparecencia, que me ha sido exhibido. -----

b) De que el compareciente, a mi juicio, tiene capacidad y está legitimado para el presente otorgamiento.-----

c) De que el consentimiento del otorgante ha sido libremente prestado.-----

d) De que el otorgamiento se adecua a la legalidad y a la voluntad libre y debidamente informada del compareciente.-----

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e) De que el presente instrumento público queda extendido en cuatro folios de papel de uso exclusivo para documentos notariales, números el presente, y los anteriores en orden correlativo cuya expresión informática queda incorporado con la misma fecha y bajo el mismo número, en el correspondiente protocolo electrónico, que signo, firmo y rubrico. -----

Está la firma de la compareciente y del Notario autorizante. Rubricados y sellado. -----

DILIGENCIA DE INCORPORACIÓN Y DE COTEJO DEL INSTRUMENTO N.º 392/24 -----

En el día de hoy, 25 de enero de 2024, doy fe de haber realizado la íntegra incorporación de esta matriz al protocolo electrónico y de su concordancia con el protocolo en papel, con lo cual doy por concluida esta diligencia que redacto el mismo día de su práctica de cuyo contenido, así como de que queda extendida en el presente y único folio de papel timbrado notarial, DOY FE. -----

Signado: **IGNACIO MARTÍNEZ-GIL VICH**. Rubricado y sellado. -----

DILIGENCIA DE DEPÓSITO DEL INSTRUMENTO N.º

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CERTIFICACIÓN PARCIAL CONJUNTA DEL ACTA DEL SOCIO ÚNICO Y DE LA ADMINISTRADORA ÚNICA DE LA SOCIEDAD MANZANA SPAIN BIDCO, S.L.U.

JOINT PARTIAL CERTIFICATE OF THE MINUTES OF THE SOLE SHAREHOLDER AND OF THE SOLE DIRECTOR OF MANZANA SPAIN BIDCO, S.L.U.

Dña. María Eugenia Gandoy López, en su calidad de administradora única de la sociedad **MANZANA SPAIN BIDCO, S.L.U.** (la "**Sociedad**"), con domicilio social en calle Suero de Quiñones, 34-36, 28002 Madrid, inscrita en el Registro Mercantil de Madrid al Tomo 45355, Folio 147, Hoja M-797874 y con NIF B-13917067, con cargo vigente e inscrito en el registro mercantil,

Mrs. María Eugenia Gandoy López, as sole director of **MANZANA SPAIN BIDCO, S.L.U.** (the "**Company**"), with corporate address at calle Suero de Quiñones, 34-36, 28002 Madrid, registered with the Commercial Register of Madrid under Volume 45355, Page 147, Sheet M-797874, and with Spanish Tax Identification Number B-13917067, whose appointment is in force and registered within the Commercial Register of Madrid,

CERTIFICA

CERTIFIES

Que en el Acta de las decisiones del Socio Único de la Sociedad, adoptadas el día 19 de enero de 2024 por el socio único de la Sociedad debidamente representado, consta que fueron adoptadas las siguientes decisiones, cuyo tenor literal se transcribe a continuación, sin que lo omitido limite, condicione o contradiga lo transcrito:

That the Minutes of the Sole Shareholder of the Company, adopted on 19 January 2024 by the sole shareholder of the Company duly represented, contain that the following decisions were taken which are transcribed below, without the omitted limiting, contradicting or conditioning what is transcribed herein:

"ACTA DE CONSIGNACIÓN DE DECISIONES DEL SOCIO ÚNICO DE LA SOCIEDAD MANZANA SPAIN BIDCO, S.L.U.

"MINUTES OF THE DECISIONS OF THE SOLE SHAREHOLDER OF THE COMPANY MANZANA SPAIN BIDCO, S.L.U.

En Luxemburgo, Gran Ducado de Luxemburgo, el día 19 de enero de 2024, comparece

In Luxembourg, Grand Duchy of Luxembourg, on 19 January 2024,

en calidad de administradores y representantes legales de Manzana Holdco S.à r.l., una sociedad de responsabilidad limitada (société à responsabilité limitée) regida por las leyes del Gran Ducado de Luxemburgo, que tiene su domicilio social en 2 avenue Charles de Gaulle L-1653, Luxemburgo, Gran Ducado de Luxemburgo e inscrita en el Registro Mercantil de Luxemburgo (Registre de Commerce et des Sociétés) con el número B275472, socio único de

in their capacity as managers and legal representatives of the company Manzana Holdco S.à r.l., a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 2 avenue Charles de Gaulle L-1653, Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés), under

la sociedad (el "Socio Único") Manzana Bidco Spain, S.L.U. (la "Sociedad"), ejerciendo las competencias de la Junta General de Socios, de conformidad con lo dispuesto en el artículo 15 del Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el Texto Refundido de la Ley de Sociedades de Capital (la "LSC"), adopta las siguientes:

number B275472, the sole shareholder of the company (the "Sole Shareholder") Manzana Bidco Spain, S.L.U. (the "Company"), in exercise of the faculties of the General Shareholders Meeting according to Article 15 of the Spanish Royal Legislative Decree 1/2010 of 2 July, approving the Spanish Companies Act (the "LSC") (Ley de Sociedades de Capital), takes the following:

DECISIONES

PRIMERA – Aprobación de la adquisición de acciones de Applus Services, S.A.

(A) Antecedentes

La Sociedad, en virtud de los acuerdos adoptados el 23 de junio de 2023 y el 29 de junio de 2023, decidió formular una oferta pública de adquisición, de carácter voluntario, sobre la totalidad de las acciones representativas del 100% del capital social de Applus Services, S.A. ("Applus") a un precio de 9,5 euros por acción (el "Precio de la Oferta") (la "Oferta").

En particular, el 23 de junio de 2023 el Socio Único de la Sociedad decidió formular la Oferta a los efectos de lo previsto en el artículo 160.f) LSC y aprobó sus principales términos y condiciones, sujeto a la obtención de los compromisos de financiación necesarios para asegurar el íntegro cumplimiento por la Sociedad de la contraprestación en efectivo de la Oferta. La administradora única de la Sociedad también aprobó la formulación de la Oferta en esa fecha, sujeto a la obtención de los compromisos de financiación necesarios para asegurar el pago por la Sociedad de la citada contraprestación en efectivo.

En las decisiones del socio único y de la administradora única de la Sociedad, ambas de fecha 29 de junio de 2023, se hizo constar el cumplimiento de la condición mencionada en el párrafo anterior.

DECISIONS

FIRST – Approval of the acquisition of shares in Applus Services, S.A.

(A) Background

The Company, pursuant to the resolutions approved on 23 June 2023 and on 29 June 2023, decided to launch a voluntary takeover bid for all the shares representing 100% of the share capital of Applus Services, S.A. ("Applus") at a price of EUR 9.5 per share (the "Offer Price") (the "Offer").

In particular, on 23 June 2023, the Sole Shareholder decided to launch the Offer for the purposes of the provisions of article 160.f) LSC and approved its main terms and conditions, subject to obtaining the necessary financing commitments to ensure full compliance by the Company of the cash consideration of the Offer. The sole director of the Company also approved the launch of the Offer on that date, subject to obtaining the necessary financing commitments to ensure the payment by the Company of such cash consideration.

The fulfillment of the condition mentioned in the preceding paragraph was recorded in the decisions of the sole shareholder and the sole director of the Company, both dated 29 June 2023.

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La Oferta fue admitida a trámite por la Comisión Nacional del Mercado de Valores ("CNMV") el pasado 17 de julio de 2023 de acuerdo con lo previsto en el artículo 17 del Real Decreto 1066/2007, de 27 de julio, sobre el régimen de las ofertas públicas de adquisición de valores (el "Real Decreto 1066/2007").

The Offer was granted leave to proceed by the Spanish National Securities Market Commission ("CNMV") pursuant to the provisions of article 17 of Royal Decree 1066/2007, of 27 July 2007, on the regime for public takeover bids (the "Royal Decree 1066/2007").

En fecha 28 de julio de 2023, (i) Banco Santander, S.A., como Acreedor Pignoraticio; (ii) el Socio Único, como Pignorante; y (iii) la Sociedad, suscribieron una póliza de prenda de primer rango sobre las participaciones sociales representativas del 100% del capital social de la Sociedad, que fue intervenida por el Notario de Madrid, D. Ignacio Martínez-Gil Vich, con el número 329 de su libro registro de operaciones (la "Prenda de Participaciones").

On 28 July 2023, (i) Banco Santander, S.A., as Pledgee; (ii) the Sole Shareholder as Pledgor; and (iii) the Company, entered into a deed (póliza) of first ranking pledge over the shares (participaciones sociales) representing the 100% of the share capital of the Company, which was intervened by the Notary of Madrid, Mr. Ignacio Martínez-Gil Vich, with number 329 of his transaction registry book (the "Pledge over Shares").

De la misma forma, en fecha 28 de julio de 2023, (i) Banco Santander, S.A., como Acreedor Pignoraticio; y (ii) la Sociedad, como Pignorante, suscribieron una póliza de prenda de primer rango sobre los derechos de crédito derivados de cuentas bancarias titularidad de la Sociedad, que fue intervenida por el Notario de Madrid, D. Ignacio Martínez-Gil Vich, con el número 330 de su libro registro de operaciones (la "Prenda de Derechos de Crédito").

Likewise, on 28 July 2023, (i) Banco Santander, S.A., as Pledgee; and (ii) the Company, as Pledgor, entered into a deed (póliza) of first ranking pledge over the credit rights arising from bank accounts owned by the Company, which was intervened by the Notary of Madrid, Mr. Ignacio Martínez-Gil Vich, with number 330 of his transaction registry book (the "Pledge over Credit Rights").

En adelante, la Prenda de Participaciones y la Prenda de Derechos de Crédito se denominarán conjuntamente como las "Garantías Españolas".

Hereinafter, the Pledge over Shares and the Pledge over Credit Rights shall be jointly referred to as the "Spanish Security".

Igualmente, en fecha 28 de julio de 2023, de conformidad con lo establecido en las Garantías Españolas, la Sociedad y el Socio Único otorgaron un poder irrevocable a favor de Banco Santander, S.A., ante el Notario de Madrid, D. Ignacio Martínez-Gil Vich, con el número 3.094 de su protocolo (el "Poder Irrevocable").

Likewise, on 28 July 2023, pursuant to the terms of the Spanish Security, the Company and the Sole Shareholder granted an irrevocable power of attorney to Banco Santander, S.A., before the Notary of Madrid, Mr. Ignacio Martínez-Gil Vich, with number 3,094 of his records (the "Irrevocable Power of Attorney").

Con fecha 14 de septiembre de 2023, Amber Equityco, S.L.U. presentó una oferta pública, voluntaria y competidora de adquisición de las acciones representativas del 100% del capital

On 14 September 2023, Amber Equityco, S.L.U. filed a public, voluntary and competing takeover bid offer for the acquisition of shares representing 100% of the share capital of Applus

social de Applus a un precio de 9,75 euros por acción, cuya tramitación ha sido suspendida por la CNMV hasta la autorización de la Oferta, lo que fue comunicado el día 15 de septiembre de 2023.

El Consejo de Ministros del Gobierno de España ha resuelto, en su reunión de 27 de diciembre de 2023, previo informe favorable de la Junta de Inversiones Exteriores, autorizar sin condiciones la inversión extranjera prevista de la Sociedad y su inversor final en Applus.

Como actuación complementaria de la Oferta, la Sociedad está considerando la posibilidad de adquirir, mediante una o varias operaciones de compraventa, por cualquier medio en Derecho (incluyendo a través de operaciones en mercados regulados o mediante operaciones over the counter), ciertas acciones de Applus.

(B) Aprobación de la Operación

El Socio Único toma razón de los antecedentes anteriores y, a los efectos legales oportunos, incluyendo a efectos de lo previsto en el artículo 160.f) LSC, decide autorizar la compra y adquisición por parte de la Sociedad, mediante una o varias operaciones de compraventa, por cualquier medio en Derecho (incluyendo a través de operaciones en mercados regulados o mediante operaciones over the counter), de acciones de Applus, al precio y restantes condiciones que la administradora única de la Sociedad estime razonable (la "Operación"). La ejecución de la Operación podrá estar sujeta a la previa satisfacción de cualesquiera condiciones suspensivas que determine la Sociedad, incluyendo sin limitación a la autorización de la Oferta por las Autoridades Nacionales de Defensa de la Competencia de la República Popular de China.

at a price of €9.75 per share, whose processing has been suspended by the CNMV until the authorization of the Offer, which was notified on 15 September 2023.

The Council of Ministers of the Government of Spain has resolved, in its meeting dated 27 December 2023, following a favorable report from the Foreign Investment Board, to authorize, without conditions, the proposed foreign investment by the Company and its final investor in Applus.

As a complementary action to the Offer, the Company is considering the possibility of acquiring, through one or several sale and purchase transactions, by any legal means (including through any regulated stock market or over the counter transactions), certain shares in Applus.

(B) Approval of the Transaction

The Sole Shareholder acknowledges the background described above and for all the legal purposes, including for the purposes of the provisions of article 160.f) LSC, decides to authorize the purchase and acquisition, through one or several sale and purchase transactions, by any legal means (including through any regulated stock market or over the counter transactions), shares of Applus at the price and other conditions that the sole director of the Company deems reasonable (the "Transaction"). The completion of the Transaction may be subject to the fulfilment of any conditions precedent determined by the Company, including without limitation, that the Offer is approved by the National Antitrust Authorities of the People's Republic of China.

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(C) *Aprobación de los Documentos de la Operación* (C) *Approval of the Transaction Documents*

El Socio Único toma razón de que, en el contexto de la Operación, está previsto que la Sociedad pueda suscribir o enmendar en su caso, entre otros, y sin carácter limitativo, los siguientes documentos (en uno o varios ejemplares o escrituras) (los "Documentos de la Operación"):

The Sole Shareholder acknowledges that in the scope of the Transaction, it is foreseen that the Company may enter into or amend, if applicable, the following documents (in one or several copies or deeds (escrituras)) including but not limited to (the "Transaction Documents"):

- (a) *cualesquiera acuerdos o compromisos con ciertos accionistas de Applus que sean necesarios suscribir para cumplir con la normativa de abuso de mercado (incluyendo a título enunciativo el Reglamento (UE) No 596/2014 del Parlamento Europeo y del Consejo de 16 de abril de 2014 sobre el abuso de mercado) y, en particular, para llevar a cabo el proceso de wall-crossing con ciertos accionistas de Applus seleccionados, incluyendo, pero no limitado a acuerdos de confidencialidad relativos a la Operación;*
- (a) *any agreements or commitments with Applus certain shareholders of Applus that are necessary to comply with market abuse regulations (including but not limited to Regulation (EU) No 596/2014 of the European Parliament and the Council of 16 April 2014 on market abuse) and, in particular, to carry out the wall-crossing process with certain selected shareholders of Applus, including but not limited to confidentiality agreements relating to the Transaction;*
- (b) *cartas de mandato (engagement letters), acuerdos de intermediación (bookrunner agreements) u otros documentos similares con los bancos de inversión y otros intermediarios que asesoren en la Operación o en su caso la modificación de las cartas de mandato existentes;*
- (b) *engagement letters, bookrunner agreements or other similar documents with investment banks and other intermediaries assisting on the Transaction or, if applicable, the amendment of the existing engagement letters;*
- (c) *uno o varios de contratos de compraventa bilaterales a suscribir con ciertos accionistas de Applus seleccionados, que serán negociados por la Sociedad con los accionistas de Applus a partir del modelo que se adjunta como Anexo I (los "Contratos de Compraventa"), los cuales podrán estar sujetos a la previa satisfacción de la condición de obtener la autorización de la Oferta por las Autoridades Nacionales de Defensa de la Competencia de la República Popular de China;*
- (c) *one or more bilateral sale and purchase agreements to be entered into with certain selected shareholders of Applus, which will be negotiated by the Company with Applus shareholders, following the form attached herein as Annex I (the "SPAs"), which may be subject to the prior fulfilment of the condition of obtaining the approval of the Offer by the National Antitrust Authorities of the People's Republic of China;*

- (d) órdenes de compra a bancos de inversión, sociedades de valores, agencias de valores y otros intermediarios (brokers) que operen en los mercados financieros, tanto españoles como en jurisdicciones extranjeras así como la documentación necesaria para llevar a cabo operaciones de reverse accelerated book building ("RABB") u otras operaciones en dichos mercados, incluyendo órdenes sostenidas de compra, así como para la ejecución de un contrato de bookrunner con los bancos mandatados para la ejecución del RABB;
- (d) purchase orders to investment banks, securities agencies or companies and other brokers operating in the financial markets, both in Spain and in foreign jurisdictions as well as the documentation necessary to carry out reverse accelerated book building transactions ("RABB") or other transactions in such markets, including sustained purchase orders, as well as for the execution of a bookrunner agreement with the banks engaged for the RABB;
- (e) instrucciones a bancos custodios en los que la Sociedad haya abierto una cuenta de valores para que estos registren la adquisición de las acciones de Applus por la Sociedad;
- (e) instructions to custodian banks in which the Company has opened a securities account for them to register the acquisition of shares in Applus by the Company;
- (f) comunicaciones relativas a la adquisición de participaciones significativas de conformidad con el Real Decreto 1362/2007, de 19 de octubre, por el que se desarrolla la Ley 24/1988, de 28 de julio, del Mercado de Valores, en relación con los requisitos de transparencia relativos a la información sobre los emisores cuyos valores estén admitidos a negociación en un mercado secundario oficial o en otro mercado regulado de la Unión Europea;
- (f) communications regarding the acquisition of significant holdings in accordance with Royal Decree 1362/2007, of 19 October 2007, which implements Law 24/1988, of 28 July 1988, on the Securities Market, in relation to transparency requirements regarding information on issuers whose securities are admitted to trading on an official secondary market or other regulated market in the European Union;
- (g) comunicaciones a la CNMV (en forma de otra información relevante o información privilegiada) y a los mercados para informar de la adquisición de acciones de Applus por la Sociedad, incluyendo la divulgación de los términos y precio de la Operación, así como cualesquiera otros anuncios a través del boletín de las Bolsas de Valores de Barcelona, Bilbao, Madrid y Valencia (las "Bolsas de Valores") o, en su caso, para informar de que la Operación no ha tenido éxito e incluso de la intención de no subir el precio de la Oferta;
- (g) communications to the CNMV (in the form of other relevant information or inside information) and to the markets to inform of the acquisition of shares in Applus by the Company, including disclosing the terms and price of the Transaction, as well as any other announcements through the gazette of the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges (the "Stock Exchanges") or, as the case may be, disclosing that the Transaction has not been successful or even that the intention is to not increase the price of the Offer;

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- (h) una carta de anticipo de efectivo y cualesquiera documentos relacionados con la transferencia de fondos y financiación para el pago del precio por la Operación;
- (i) cualesquiera documentos cuya suscripción esté prevista en los documentos listados en los párrafos anteriores o relacionados con los mismos;
- (j) cualesquiera escrituras de elevación a público de los Contratos de Compraventa así como de elevación a público de cualquier otro documento previsto en el presente listado;
- (k) cualesquiera enmiendas a la carta de compromiso ("commitment letter") la carta de sindicación ("syndication letter") y la carta de comisiones de préstamos senior ("senior facilities fee letter") suscritos por parte de la Sociedad el 1 de agosto de 2023 así como cualesquiera cartas de acompañamiento ("side letters") en relación con dichos documentos (los "Documentos de Compromiso");
- (l) cualesquiera otras acciones o documentos públicos o privados, notificaciones, comunicaciones, contratos, documentos públicos, certificados, formularios, acuerdos complementarios, ratificaciones, subsanaciones, adiciones, aclaraciones o rectificaciones que sean necesarios o convenientes a los efectos de consumar la Operación satisfactoriamente;
- (m) el Aval Complementario (tal y como este término se define a continuación);
- (n) el Nuevo Aval (tal y como este término se define a continuación);
- (o) la Nueva Contragarantía (tal y como este término se define a continuación);
- (h) a cash advances letter and whichever documents related to the transmission of funds and financing for the payment of the purchase price for the Transaction;
- (i) whichever documents which execution is foreseen in the documents listed in the preceding paragraphs or related to them;
- (j) any deeds (escrituras) of notarization of the SPAs and notarization of whichever other document included in this list;
- (k) any amendments to the commitment letter, syndication letter and senior facilities fee letter executed by the Company on 1 August 2023 as well as any side letters in connection therewith (the "Commitment Papers");
- (l) whichever other actions or public or private documents, notifications, communications, agreements, notarial documents, certificates, forms, complementary agreements, ratifications, corrections, additions, clarifications or rectifications that may be necessary or convenient for the purpose of executing the Transaction successfully;
- (m) the Complementary Bank Guarantee (as this term is defined below);
- (n) the New Bank Guarantee (as this term is defined below);
- (o) the New Counterguarantee Deed (as this term is defined below);

- (p) *la ECL (tal y como este término se define a continuación);* (p) *the ECL (as this term is defined below);*
- (q) *cualesquiera documentos de cancelación de las Garantías Españolas y revocación del Poder Irrevocable;* (q) *any release documents of the Spanish Security and deeds (escrituras) of revocation of the Irrevocable Power of Attorney;*
- (r) *cualquier documento de otorgamiento, aceptación, confirmación, novación, modificación, ratificación o extensión de garantía personal o real, incluyendo, sin limitación, de las Garantías Españolas, o el otorgamiento de cualesquiera garantías personales y reales que sea necesaria o conveniente para el buen fin de la Operación (los "Documentos de Garantía"), incluyendo, en particular y sin limitación, (i) una o varias pólizas de prenda sobre la totalidad de las acciones o participaciones sociales de varias sociedades; (ii) un contrato de prenda sujeto a ley española sobre las participaciones sociales de la Sociedad; (iii) un contrato de prenda sujeto a ley española sobre los derechos de crédito derivados de cuentas bancarias titularidad de varias sociedades; (iv) un contrato de prenda sujeto a ley española sobre los derechos de crédito derivados de cuentas bancarias titularidad de la Sociedad; y (v) un contrato de extensión y ratificación de las Garantías Españolas o cualesquiera otras garantías;* (r) *any granting, accepting, confirmation, novation, amendment, ratification, or extension of personal guarantee or in rem security, including without limitation, the Spanish Security or the granting of any guarantee or in rem security which shall be necessary for the purposes of the Transaction (the "Security Documents"), including, but not limited to: (i) one or several Spanish law deeds of pledge over the shares (acciones o participaciones sociales) owned by certain companies; (ii) a Spanish law governed pledge (prenda) over the shares (participaciones sociales) of the Company; (iii) one or several Spanish law deeds of pledge over the credit rights arising from bank accounts held by certain companies; (iv) a Spanish law governed pledge (prenda) over the credit rights arising from bank accounts held by the Company; and (v) a security extension and confirmation agreement of the Spanish Security and any other personal and/or in rem security;*
- (s) *ciertos poderes irrevocables que serán otorgados por los respectivos pignorantes o promitentes bajo o en relación con cualesquiera documentos de garantía personales, reales o promesas de garantía, incluyendo, en particular y sin limitación, los Documentos de Garantía;* (s) *certain irrevocable powers of attorney to be granted by any applicable pledgors or promisors under or in connection with any securities, guarantees or promissory security documents, including, without limitation, the Security Documents;*
- (t) *ciertas escrituras de extensión y ratificación del Poder Irrevocable;* (t) *certain deeds (escrituras) of extension and ratification of the Irrevocable Power of Attorney;*
- (u) *cualquier otro documento privado o público o documentos otorgados by way of deed o* (u) *any other private or public document, documents granted by way of deed or under*

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bajo legislación inglesa o bajo cualquier otra legislación, garantías personales o reales actualmente en vigor o que vayan a ser otorgadas, escrituras de reconocimiento y/o ratificación de obligaciones o deudas o garantías, escrituras cero o de protocolización de firmas, certificados de formalidades (formalities certificates), certificados de directores (officer's certificates) u otros certificados, cartas, cartas de pago, cartas u otros documentos de adhesión, solicitudes de disposición, cartas de selección, contratos de emisión suplementarios u otros documentos suplementarios, cartas de comisiones, notificaciones, poderes revocables o irrevocables, process agent letters, nombramientos de agente, contratos de cobertura, préstamos intragrupo, incluidos contratos marco, anexos y confirmaciones, ya sean conforme a CMOF o ISDA o cualesquiera otros, cualesquiera contratos u otros documentos de adhesión que fueran necesarios o convenientes en el contexto de la Operación, así como cualquier otra documentación de cualquier naturaleza que sea necesaria o conveniente en relación con los Documentos de la Operación;

English law or the laws of any other jurisdiction, any guarantee or security currently in force or to be granted, deeds of obligations or debts or guarantees acknowledgement and/or ratification, zero deed or execution protocol deed, formalities certificates, officer's certificates or any other certificate, letters, letters of payment, accession letters or other accession documents, utilization requests, selection notices, supplemental indentures or other supplemental documents, fee letters, notifications, revocable or irrevocable powers of attorney, process agent letters, agent appointment, hedging agreements, intragroup loans, including those under CMOF or ISDA or any others, any agreements or other documents of accession which are necessary or convenient in the context of the Transaction, as well as any other documents of any nature which may be necessary or convenient in connection with the Transaction Documents;

(v) cualquier otro documento privado o público o documentos otorgados by way of deed o bajo legislación inglesa o bajo cualquier otra legislación relacionados con el aval presentado por la Sociedad en relación con la Oferta y su contragarantía, el Aval Complementario, el Nuevo Aval y/o la Nueva Contragarantía (tal y como dichos términos se definen a continuación);

(v) any other private or public document, documents granted by way of deed or under English law or the laws of any other jurisdiction in relation to the bank guarantee submitted in relation to the Offer and its counterguarantee deed, the Complementary Bank Guarantee, the New Bank Guarantee and/or the New Counterguarantee Deed (as these terms are defined below);

(w) cualquier otro documento privado o público o documentos otorgados by way of deed o bajo legislación inglesa o bajo cualquier otra legislación relacionados con las Garantías Españolas, el Poder Irrevocable y/o los Documentos de Garantía; y

(w) any other private or public document, documents granted by way of deed or under English law or the laws of any other jurisdiction in relation to the Spanish Security, the Irrevocable Power of Attorney and/or the Security Documents; and

- (x) cualesquiera documentos de elevación a público, intervención notarial, novación, extensión, refundición, suplemento, ratificación, subsanación, rectificación o complemento de los documentos previstos en los apartados anteriores, así como cualesquiera documentos complementarios, adicionales o accesorios en el contexto de la Operación.
- (x) any documents of notarization, novation, extension, consolidation, supplement, ratification, amendment, rectification or complement of the documents foreseen in the previous paragraphs, as well as any supplementary, additional or ancillary documents in the context of the Transaction.

El Socio Único, tras analizar los términos de la Operación, en el contexto en que se enmarca y las finalidades pretendidas decide aprobar la negociación y firma de los Documentos de la Operación en los términos y condiciones que la administradora única de la Sociedad considere oportuno para la completa ejecución de la Operación.

The Sole Shareholder, after analyzing the terms of the Transaction, in the context in which it is framed and the intended purposes, decides to approve the negotiation and signing of the Transaction Documents under the terms and conditions that the sole director of the Company deems appropriate for the complete execution of the Transaction.

(D) Actuaciones relativas a la Oferta como consecuencia de la Operación

(D) Actions relating to the Offer as a result of the Transaction

El Socio Único toma razón de que la firma y consumación de la Operación:

The Sole Shareholder acknowledges that the execution and consummation of the Transaction:

- (a) de conformidad con el artículo 32.2 del Real Decreto 1066/2007, determinará la eliminación de la condición de aceptación mínima del 75% de los derechos de voto a la que está sujeta la Oferta, así como la eliminación de cualquier otra condición pendiente de cumplimiento;
- (a) pursuant to article 32.2 of Royal Decree 1066/2007, shall determine, the termination of the minimum acceptance condition of 75% of the voting rights to which the Offer is subject to, as well as the termination of any other pending condition;
- (b) de conformidad con el artículo 32.5 del Real Decreto 1066/2007, determinará automáticamente la elevación del Precio de la Oferta hasta el precio más alto satisfecho por la Sociedad a cualquier accionista de Applus en la Operación; y
- (b) pursuant to article 32.5 of Royal Decree 1066/2007, shall automatically determine, the increase of the Offer Price up to the highest price paid by the Company to any shareholder of Applus in the Transaction; and
- (c) de conformidad con el artículo 32.5 del Real Decreto 1066/2007, obligará al Oferente a ampliar la garantía inicialmente aportada a la CNMV en relación con la Oferta.
- (c) pursuant to article 32.5 of Royal Decree 1066/2007, shall cause the Offeror to be obliged to extend the guarantee initially provided to the CNMV in relation to the Offer.



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Teniendo en cuenta lo anterior, la Operación conllevará la publicación de un suplemento del folleto informativo relativo a la Oferta (el "Folleto") para modificar varios apartados del Folleto, así como otras actuaciones que sean necesarias a los efectos de implementar la Operación.

Por todo lo anterior, el Socio Único autoriza que la Sociedad lleve a cabo las actuaciones relacionadas con la Oferta necesarias o convenientes para cumplir con las obligaciones derivadas de la adquisición de acciones de Applus al margen de la Oferta y en particular:

(a) negociar y formalizar con una entidad de crédito y presentar ante la CNMV:

(i) un aval bancario a primer requerimiento por la diferencia entre el Precio de la Oferta y el precio de la Oferta recalculado al mayor de los precios de compraventa pagados por la Sociedad en la Operación, que complementará al aval presentado por la Sociedad en relación con la Oferta (el "Aval Complementario"); o, alternativamente,

(ii) un aval bancario por la totalidad del precio de la Oferta que sustituiría al aval presentado por la Sociedad en relación con la Oferta que está depositado en la CNMV (el "Nuevo Aval");

(b) negociar y formalizar con la entidad de crédito que emita el aval descrito anteriormente una contragarantía (la "Nueva Contragarantía");

(c) negociar y formalizar con cualesquiera accionistas directos o indirectos de la Sociedad una equity commitment letter por el importe del aval presentado por la Sociedad en relación con la Oferta, del Aval Complementario y/o del Nuevo Aval, según

In view of the foregoing, the Transaction will entail the publication of a supplement to the prospectus relating to the Offer (the "Prospectus") to amend several sections of the Prospectus, as well as certain other actions that are required for the purpose of implementing the Transaction.

Pursuant to the above, the Sole Shareholder authorizes that the Company shall carry out the actions related to the Offer necessary or convenient to comply with the obligations arising from the acquisition of shares of Applus outside the Offer and in particular:

(a) negotiate and formalize with a credit institution and file with the CNMV:

(i) a first demand bank guarantee for the difference between the Offer Price and the recalculated price of the offer at the higher of the purchase prices paid by the Company in the Transaction, which will complement the bank guarantee submitted by the Company in relation to the Offer (the "Complementary Bank Guarantee"); or alternatively,

(ii) a bank guarantee for the entire Offer price which would replace the bank guarantee submitted by the Company in relation to the Offer which is deposited at the CNMV (the "New Bank Guarantee");

(b) to negotiate and execute with the credit institution issuing said bank guarantee a counterguarantee deed (the "New Counterguarantee Deed");

(c) to negotiate and execute with any direct or indirect shareholders of the Company an equity commitment letter for the amount of the bank guarantee submitted in relation to the Offer, the Complementary Bank Guarantee and/or the New Bank Guarantee

sea de aplicación (la "ECL") o una novación de cualquier equity commitment letter, incluyendo aquellas suscritas con anterioridad a este poder;

(the "ECL") or an amendment of any equity commitment letter, including those entered into prior to this power of attorney;

- (d) negociar y formalizar cualesquiera enmiendas a la carta de compromiso ("commitment letter") la carta de sindicación ("syndication letter") y la carta de comisiones de préstamos senior ("senior facilities fee letter") suscritos por parte de la Sociedad el 1 de agosto de 2023 así como cualesquiera cartas de acompañamiento ("side letters") en relación con dichos documentos (los "Documentos de Compromiso")
- (d) to negotiate and execute any amendments to the commitment letter, syndication letter and senior facilities fee letter executed by the Company on 1 August 2023 as well as any side letters in connection therewith (the "Commitment Papers");
- (e) requerir los custodios de las acciones de Applus que hayan sido adquiridas en el contexto de la Operación que inmovilicen esas acciones y expidan a tal efecto los correspondientes certificados de legitimación y bloqueo (los "Certificados de Bloqueo");
- (e) require the custodians of the Applus shares that have been acquired in the context of the Transaction to block such shares and to issue the corresponding certificates of entitlement and blocking (the "Blocking Certificates");
- (f) acreditar a la CNMV que las acciones de Applus que hayan sido adquiridas en el contexto de la Operación están inmovilizadas y aportarle los correspondientes Certificados de Bloqueo;
- (f) provide evidence to the CNMV that the Applus shares acquired in the context of the Transaction are blocked and provide it with the corresponding Blocking Certificates;
- (g) en su caso, reducir del importe del aval inicial, el Aval Complementario o el Nuevo Aval, el importe correspondiente asignado a las acciones de Applus que hayan sido inmovilizadas;
- (g) if applicable, reduce the amount of the initial bank guarantee, the Complementary Bank Guarantee or the New Bank Guarantee by the corresponding amount allocated to the shares of Applus that have been blocked;
- (h) comunicar a la CNMV así como a las Bolsas de Valores, si fuese necesario, (i) la firma de cualquier acuerdo para la adquisición de acciones de Applus y (ii) la liquidación de la adquisición de las acciones de Applus, incluyendo los detalles de dichas operaciones; y
- (h) to inform the CNMV and the Stock Exchanges of (i) the execution of any agreements for the acquisition of shares of Applus and (ii) the settlement of the acquisitions of shares of Applus, including the details of such transactions; and
- (i) modificar aquellos apartados del Folleto que sean necesarios para ajustar el Folleto a la
- (i) amend those sections of the Prospectus necessary to adjust the Prospectus to the

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adquisición de acciones de Applus al margen de la Oferta.

acquisition of Applus shares outside of the Offer.

SEGUNDA.- (...)

SECOND.- (...)

(...)

(...)

TERCERA.- *Autorización a la administradora única de la Sociedad*

THIRD.- *Authorization to the sole director of the Company*

El Socio Único autoriza a la administradora única de la Sociedad para que apruebe la suscripción por parte de la Sociedad de los Documentos de la Operación y las actuaciones relacionadas con la Oferta previstas en el apartado (D) de la Decisión Primera, y en su caso, apruebe y proceda con las actuaciones previstas en la Decisión Segunda, así como de cualquier otro documento necesario o conveniente en relación con los mismos, en los términos que considere más oportunos, con la facultad de delegar tales facultades a favor de las personas que la administradora única considere convenientes.

The Sole Shareholder authorizes the sole director of the Company to approve the execution by the Company of the Transaction Documents and the actions related to the Offer provided for in section (D) of the First Decision, and, if applicable, approve and proceed with the actions provided for in the Second Decision, as well as any other necessary or convenient document in connection therewith, in the terms it deems most appropriate, with the power to delegate such powers in favor of those the sole director deems convenient.

En relación con lo anterior, el Socio Único autoriza expresamente a la administradora única de la Sociedad para que pueda otorgar en nombre de la Sociedad los poderes de representación que estime oportunos o convenientes a tales efectos, facultándole de forma expresa para que pueda salvar en dichos poderes expresamente la autocontratación, conflicto de intereses y múltiple representación.

In relation to the above, the Sole Shareholder expressly authorizes the sole director of the Company so that she can grant on behalf of the Company such powers of attorney as she deems appropriate or convenient for such purposes, expressly empowering her to expressly waive in such powers of attorney the self-contracting, conflict of interest and multiple representation.

CUARTA.- *Delegación de facultades*

FOURTH.- *Delegation of powers*

El Socio Único decide facultar a la administradora única de la Sociedad y expresamente a cualquier persona facultada para elevar a público acuerdos sociales de conformidad con lo previsto en el artículo 108 del Real Decreto 1784/1996, de 19 de julio, por el que se aprueba el Reglamento del Registro Mercantil, para que cualquiera de ellos solidariamente, en nombre y representación de la Sociedad, pueda comparecer ante notario y

The Sole Shareholder decides to empower the sole director of the Company and expressly any person empowered to notarize corporate resolutions in accordance with the provisions of Article 108 of Royal Decree 1784/1996, 19 July, approving the Commercial Registry Regulations, so that any of them jointly and severally, in the name and on behalf of the Company, may appear before a notary public and execute such public or private documents, including the amendment and

otorgar cuantos documentos públicos o privados, incluso de subsanación y rectificación en sus términos más amplios, sean necesarios para elevar a público las precedentes decisiones, quedando asimismo habilitado para realizar cuantas gestiones fueren necesarias para la validez de las mismas y su inscripción en el Registro Mercantil.

QUINTA.- Redacción, lectura y aprobación del Acta

Y no habiendo más asuntos que tratar, se emite la presente Acta, la cual es leída, aprobada y firmada por el Socio Único, debidamente representado, en el lugar y en la fecha indicadas en el encabezamiento.

(consta firma en el acta)"

ASIMISMO CERTIFICA

Que en el Acta de las decisiones de la administradora única de la Sociedad adoptadas el 19 de enero de 2024, consta que fueron adoptadas las siguientes decisiones, cuyo tenor literal se transcribe a continuación:

"ACTA DE CONSIGNACIÓN DE DECISIONES DE LA ADMINISTRADORA ÚNICA DE LA SOCIEDAD MANZANA SPAIN BIDCO, S.L.U.

En el domicilio social de la sociedad Manzana Spain Bidco, S.L.U. (la "Sociedad"), siendo el día 19 de enero de 2024, Dña. María Eugenia Gandoy López, en su condición de administradora única de la Sociedad, con cargo vigente e inscrito en el Registro Mercantil, adopta la siguientes,

DECISIONES

PRIMERA.- Aprobación de la adquisición de acciones de Applus Services, S.A.

(A) *Antecedentes*

rectification of the broadest terms thereof, as may be necessary to notarize the foregoing resolutions, as may be required to raise the foregoing decisions to public status, being likewise empowered to carry out such actions as may be necessary for the validity of the decisions and their registration in the Commercial Registry.

FIFTH.- Drafting, reading and approval of the minutes

And with no further matters to discuss, these Minutes are drafted, read, approved and executed by the Sole Shareholder, duly represented, in the place and on the date indicated above.

(signature is recorded in the minutes)"

LIKewise CERTIFIES

That the Minutes of the sole director of the Company adopted on 19 January 2024, contain that the following decisions were taken, which are transcribed below:

"MINUTES OF THE DECISIONS OF THE SOLE DIRECTOR OF THE COMPANY MANZANA SPAIN BIDCO, S.L.U.

At the corporate address of the company Manzana Spain Bidco, S.L.U. (the "Company"), on 19 January 2024, Mrs. María Eugenia Gandoy López in her capacity as sole director of the Company, whose appointment is in force and registered with the Commercial Registry, adopts the following,

DECISIONS

FIRST.- Approval of the acquisition of shares in Applus Services, S.A.

(A) *Background*

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La Sociedad, en virtud de los acuerdos adoptados el 23 de junio de 2023 y el 29 de junio de 2023, decidió formular una oferta pública de adquisición, de carácter voluntario, sobre la totalidad de las acciones representativas del 100% del capital social de Applus Services, S.A. ("Applus") a un precio de 9,5 euros por acción (el "Precio de la Oferta") (la "Oferta").

The Company, pursuant to the resolutions approved on 23 June 2023 and on 29 June 2023, decided to launch a voluntary takeover bid for all the shares representing 100% of the share capital of Applus Services, S.A. ("Applus") at a price of EUR 9.5 per share (the "Offer Price") (the "Offer").

En particular, el 23 de junio de 2023 Manzana Holdco S.à r.l., el socio único de la Sociedad (el "Socio Único") decidió aprobar la formulación de la Oferta a los efectos de lo previsto en el artículo 160.f) de la Ley de Sociedades de Capital, cuyo texto refundido fue aprobado por el Real Decreto Legislativo 1/2010, de 2 de julio y aprobó sus principales términos y condiciones, sujeto a la obtención de los compromisos de financiación necesarios para asegurar el íntegro cumplimiento por la Sociedad de la contraprestación en efectivo de la Oferta. La administradora única de la Sociedad también aprobó la formulación de la Oferta en esa fecha, sujeto a la obtención de los compromisos de financiación necesarios para asegurar el pago por la Sociedad de la citada contraprestación en efectivo.

In particular, on 23 June 2023, Manzana Holdco S.à r.l., the sole shareholder of the Company (the "Sole Shareholder") decided to approve the launch of the Offer for the purposes of the provisions of article 160.f) of the Spanish Royal Legislative Decree 1/2010 of 2 July, approving the Spanish Companies Act (Ley de Sociedades de Capital) and approved its main terms and conditions, subject to obtaining the necessary financing commitments to ensure full compliance by the Company of the cash consideration of the Offer. The sole director of the Company also approved the launch of the Offer on that date, subject to obtaining the necessary financing commitments to ensure the payment by the Company of such cash consideration.

En las decisiones del socio único y de la administradora única de la Sociedad, ambas de fecha 29 de junio de 2023, se hizo constar el cumplimiento de la condición mencionada en el párrafo anterior.

The fulfillment of the condition mentioned in the preceding paragraph was recorded in the decisions of the sole shareholder and the sole director of the Company, both dated 29 June 2023.

La Oferta fue admitida a trámite por la Comisión Nacional del Mercado de Valores ("CNMV") el pasado 17 de julio de 2023 de acuerdo con lo previsto en el artículo 17 del Real Decreto 1066/2007, de 27 de julio, sobre el régimen de las ofertas públicas de adquisición de valores (el "Real Decreto 1066/2007").

The Offer was granted leave to proceed by the Spanish National Securities Market Commission ("CNMV") pursuant to the provisions of article 17 of Royal Decree 1066/2007, of 27 July 2007, on the regime for public takeover bids (the "Royal Decree 1066/2007").

En fecha 28 de julio de 2023, (i) Banco Santander, S.A., como Acreedor Pignoraticio; (ii) el Socio Único, como Pignorante; y (iii) la Sociedad, suscribieron una póliza de prenda de primer rango sobre las participaciones sociales

On 28 July 2023, (i) Banco Santander, S.A., as Pledgee; (ii) the Sole Shareholder as Pledgor; and (iii) the Company, entered into a deed (póliza) of first ranking pledge over the shares (participaciones sociales) representing the 100%

representativas del 100% del capital social de la Sociedad, que fue intervenida por el Notario de Madrid, D. Ignacio Martínez-Gil Vich, con el número 329 de su libro registro de operaciones (la "Prenda de Participaciones").

of the share capital of the Company, which was intervened by the Notary of Madrid, Mr. Ignacio Martínez-Gil Vich, with number 329 of his transaction registry book (the "Pledge over Shares").

De la misma forma, en fecha 28 de julio de 2023, (i) Banco Santander, S.A., como Acreedor Pignoraticio; y (ii) la Sociedad, como Pignorante, suscribieron una póliza de prenda de primer rango sobre los derechos de crédito derivados de cuentas bancarias titularidad de la Sociedad, que fue intervenida por el Notario de Madrid, D. Ignacio Martínez-Gil Vich, con el número 330 de su libro registro de operaciones (la "Prenda de Derechos de Crédito").

Likewise, on 28 July 2023, (i) Banco Santander, S.A., as Pledgee; and (ii) the Company, as Pledgor, entered into a deed (póliza) of first ranking pledge over the credit rights arising from bank accounts owned by the Company, which was intervened by the Notary of Madrid, Mr. Ignacio Martínez-Gil Vich, with number 330 of his transaction registry book (the "Pledge over Credit Rights").

En adelante, la Prenda de Participaciones y la Prenda de Derechos de Crédito se denominarán conjuntamente como las "Garantías Españolas".

Hereinafter, the Pledge over Shares and the Pledge over Credit Rights shall be jointly referred to as the "Spanish Security".

Igualmente, en fecha 28 de julio de 2023, de conformidad con lo establecido en las Garantías Españolas, la Sociedad y el Socio Único otorgaron un poder irrevocable a favor de Banco Santander, S.A., ante el Notario de Madrid, D. Ignacio Martínez-Gil Vich, con el número 3.094 de su protocolo (el "Poder Irrevocable").

Likewise, on 28 July 2023, pursuant to the terms of the Spanish Security, the Company and the Sole Shareholder granted an irrevocable power of attorney to Banco Santander, S.A., before the Notary of Madrid, Mr. Ignacio Martínez-Gil Vich, with number 3,094 of his records (the "Irrevocable Power of Attorney").

Con fecha 14 de septiembre de 2023, Amber Equityco, S.L.U. presentó una oferta pública, voluntaria y competidora de adquisición de las acciones representativas del 100% del capital social de Applus a un precio de 9,75 euros por acción, cuya tramitación ha sido suspendida por la CNMV hasta la autorización de la Oferta, lo que fue comunicado el día 15 de septiembre de 2023.

On 14 September 2023, Amber Equityco, S.L.U. filed a public, voluntary and competing takeover bid offer for the acquisition of shares representing 100% of the share capital of Applus at a price of €9.75 per share, whose processing has been suspended by the CNMV until the authorization of the Offer, which was notified on 15 September 2023.

El Consejo de Ministros del Gobierno de España ha resuelto, en su reunión de 27 de diciembre de 2023, previo informe favorable de la Junta de Inversiones Exteriores, autorizar sin condiciones la inversión extranjera prevista de la Sociedad y su inversor final en Applus.

The Council of Ministers of the Government of Spain has resolved, in its meeting dated 27 December 2023, following a favorable report from the Foreign Investment Board, to authorize, without conditions, the proposed foreign

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investment by the Company and its final investor in Applus.

Como actuación complementaria de la Oferta, la Sociedad está considerando la posibilidad de adquirir, mediante una o varias operaciones de compraventa, por cualquier medio en Derecho (incluyendo a través de operaciones en mercados regulados o mediante operaciones over the counter), ciertas acciones de Applus.

As a complementary action to the Offer, the Company is considering the possibility of acquiring, through one or several sale and purchase transactions, by any legal means (including through any regulated stock market or over the counter transactions), certain shares in Applus.

(B) Aprobación de la Operación

(B) Approval of the Transaction

A la vista de la autorización otorgada en el día de hoy por el Socio Único, la administradora única de la Sociedad decide aprobar la compra y adquisición por parte de la Sociedad, mediante una o varias operaciones de compraventa, por cualquier medio en Derecho (incluyendo a través de operaciones en mercados regulados o mediante operaciones over the counter), de acciones de Applus, al precio y restantes condiciones que la administradora única de la Sociedad estime razonable (la "Operación"). La ejecución de la Operación estará sujeta a la condición de obtener la autorización de la Oferta por las Autoridades Nacionales de Defensa de la Competencia de la República Popular de China.

Following the authorization granted today by the Sole Shareholder, the sole director of the Company decides to approve the purchase and acquisition, through one or several sale and purchase transactions, by any legal means (including through any regulated stock market or over the counter transactions), shares of Applus at the price and other conditions that the sole director of the Company deems reasonable (the "Transaction"). The completion of the Transaction is subject to the fulfilment of the condition of obtaining the approval of the Offer by the National Antitrust Authorities of the People's Republic of China.

(C) Aprobación de los Documentos de la Operación

(C) Approval of the Transaction Documents

Asimismo, a la vista de la autorización otorgada en el día de hoy por el Socio Único, la administradora única de la Sociedad decide aprobar, entre otros, y sin carácter limitativo, los siguientes documentos (en uno o varios ejemplares o escrituras) que, en el contexto de la Operación, está previsto que la Sociedad pueda suscribir o enmendar en su caso (los "Documentos de la Operación"):

Likewise, following the authorization granted today by the Sole Shareholder, the sole director of the Company decides to approve, among others but not limited to, the following documents (in one or several copies or deeds (escrituras) which, within the scope of the Transaction, it is expected that the Company may subscribe or amend if applicable, (the "Transaction Documents")):

(a) cualesquiera acuerdos o compromisos con ciertos accionistas de Applus que sean necesarios suscribir para cumplir con la normativa de abuso de mercado (incluyendo a título enunciativo el Reglamento (UE) No

(a) any agreements or commitments with Applus certain shareholders of Applus that are necessary to comply with market abuse regulations (including but not limited to Regulation (EU) No 596/2014 of the

596/2014 del Parlamento Europeo y del Consejo de 16 de abril de 2014 sobre el abuso de mercado) y, en particular, para llevar a cabo el proceso de wall-crossing con ciertos accionistas de Applus seleccionados, incluyendo, pero no limitado a acuerdos de confidencialidad relativos a la Operación;

European Parliament and the Council of 16 April 2014 on market abuse) and, in particular, to carry out the wall-crossing process with certain selected shareholders of Applus, including but not limited to confidentiality agreements relating to the Transaction;

- (b) cartas de mandato (engagement letters), acuerdos de intermediación (bookrunner agreements) u otros documentos similares con los bancos de inversión y otros intermediarios que asesoren en la Operación o en su caso la modificación de las cartas de mandato existentes;
- (b) engagement letters, bookrunner agreements or other similar documents with investment banks and other intermediaries assisting on the Transaction or, if applicable, the amendment of the existing engagement letters;
- (c) uno o varios de contratos de compraventa bilaterales a suscribir con ciertos accionistas de Applus seleccionados, que serán negociados por la Sociedad con los accionistas de Applus a partir del modelo que se adjunta como Anexo I (los "Contratos de Compraventa"), los cuales podrán estar sujetos a la previa satisfacción de la condición de obtener la autorización de la Oferta por las Autoridades Nacionales de Defensa de la Competencia de la República Popular de China;
- (c) one or more bilateral sale and purchase agreements to be entered into with certain selected shareholders of Applus, which will be negotiated by the Company with Applus shareholders, following the form attached herein as Annex I (the "SPAs"), which may be subject to the prior fulfilment of the condition of obtaining the approval of the Offer by the National Antitrust Authorities of the People's Republic of China;
- (d) órdenes de compra a bancos de inversión, sociedades de valores, agencias de valores y otros intermediarios (brokers) que operen en los mercados financieros, tanto españoles como en jurisdicciones extranjeras así como la documentación necesaria para llevar a cabo operaciones de reverse accelerated book building ("RABB") u otras operaciones en dichos mercados, incluyendo órdenes sostenidas de compra, así como para la ejecución de un contrato de bookrunner con los bancos mandatados para la ejecución del RABB;
- (d) purchase orders to investment banks, securities agencies or companies and other brokers operating in the financial markets, both in Spain and in foreign jurisdictions as well as the documentation necessary to carry out reverse accelerated book building transactions ("RABB") or other transactions in such markets, including sustained purchase orders, as well as for the execution of a bookrunner agreement with the banks engaged for the RABB;
- (e) instrucciones a bancos custodios en los que la Sociedad haya abierto una cuenta de valores para que estos registren la
- (e) instructions to custodian banks in which the Company has opened a securities account

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adquisición de las acciones de Applus por la Sociedad;

for them to register the acquisition of shares in Applus by the Company;

- (f) comunicaciones relativas a la adquisición de participaciones significativas de conformidad con el Real Decreto 1362/2007, de 19 de octubre, por el que se desarrolla la Ley 24/1988, de 28 de julio, del Mercado de Valores, en relación con los requisitos de transparencia relativos a la información sobre los emisores cuyos valores estén admitidos a negociación en un mercado secundario oficial o en otro mercado regulado de la Unión Europea;
- (g) comunicaciones a la CNMV (en forma de otra información relevante o información privilegiada) y a los mercados para informar de la adquisición de acciones de Applus por la Sociedad, incluyendo la divulgación de los términos y precio de la Operación, así como cualesquiera otros anuncios a través del boletín de las Bolsas de Valores de Barcelona, Bilbao, Madrid y Valencia (las "Bolsas de Valores") o, en su caso, para informar de que la Operación no ha tenido éxito e incluso de la intención de no subir el precio de la Oferta;
- (h) una carta de anticipo de efectivo y cualesquiera documentos relacionados con la transferencia de fondos y financiación para el pago del precio por la Operación;
- (i) cualesquiera documentos cuya suscripción esté prevista en los documentos listados en los párrafos anteriores o relacionados con los mismos;
- (j) cualesquiera escrituras de elevación a público de los Contratos de Compraventa, así como de elevación a público de cualquier otro documento previsto en el presente listado;
- (k) cualesquiera enmiendas a la carta de compromiso ("commitment letter") la carta
- (f) communications regarding the acquisition of significant holdings in accordance with Royal Decree 1362/2007, of 19 October 2007, which implements Law 24/1988, of 28 July 1988, on the Securities Market, in relation to transparency requirements regarding information on issuers whose securities are admitted to trading on an official secondary market or other regulated market in the European Union;
- (g) communications to the CNMV (in the form of other relevant information or inside information) and to the markets to inform of the acquisition of shares in Applus by the Company, including disclosing the terms and price of the Transaction, as well as any other announcements through the gazette of the Barcelona, Bilbao, Madrid and Valencia Stock Exchanges (the "Stock Exchanges") or, as the case may be, disclosing that the Transaction has not been successful or even that the intention is to not increase the price of the Offer;
- (h) a cash advances letter and whichever documents related to the transmission of funds and financing for the payment of the purchase price for the Transaction;
- (i) whichever documents which execution is foreseen in the documents listed in the preceding paragraphs or related to them;
- (j) any deeds (escrituras) of notarization of the SPAs and notarization of whichever other document included in this list;
- (k) any amendments to the commitment letter, syndication letter and senior facilities fee

de sindicación ("syndication letter") y la carta de comisiones de préstamos senior ("senior facilities fee letter") suscritos por parte de la Sociedad el 1 de agosto de 2023 así como cualesquiera cartas de acompañamiento ("side letters") en relación con dichos documentos (los "Documentos de Compromiso");

letter executed by the Company on 1 August 2023 as well as any side letters in connection therewith (the "Commitment Papers");

- (l) cualesquiera otras acciones o documentos públicos o privados, notificaciones, comunicaciones, contratos, documentos públicos, certificados, formularios, acuerdos complementarios, ratificaciones, subsanaciones, adiciones, aclaraciones o rectificaciones que sean necesarios o convenientes a los efectos de consumir la Operación satisfactoriamente;
- (l) whichever other actions or public or private documents, notifications, communications, agreements, notarial documents, certificates, forms, complementary agreements, ratifications, corrections, additions, clarifications or rectifications that may be necessary or convenient for the purpose of executing the Transaction successfully;
- (m) el Aval Complementario (tal y como este término se define a continuación);
- (m) the Complementary Bank Guarantee (as this term is defined below);
- (n) el Nuevo Aval (tal y como este término se define a continuación);
- (n) the New Bank Guarantee (as this term is defined below);
- (o) la Nueva Contragarantía (tal y como este término se define a continuación);
- (o) the New Counterguarantee Deed (as this term is defined below);
- (p) la ECL (tal y como este término se define a continuación);
- (p) the ECL (as this term is defined below);
- (q) cualesquiera documentos de cancelación de las Garantías Españolas y revocación del Poder Irrevocable;
- (q) any release documents of the Spanish Security and deeds (escrituras) of revocation of the Irrevocable Power of Attorney;
- (r) cualquier documento de otorgamiento, aceptación, confirmación, novación, modificación, ratificación o extensión de garantía personal o real, incluyendo, sin limitación, de las Garantías Españolas, o el otorgamiento de cualesquiera garantías personales y reales que sea necesaria o conveniente para el buen fin de la Operación (los "Documentos de Garantía"), incluyendo, en particular y sin limitación, (i) una o varias pólizas de prenda sobre la totalidad de las acciones o participaciones
- (r) any granting, accepting, confirmation, novation, amendment, ratification, or extension of personal guarantee or in rem security, including without limitation, the Spanish Security or the granting of any guarantee or in rem security which shall be necessary for the purposes of the Transaction (the "Security Documents"), including, but not limited to: (i) one or several Spanish law deeds of pledge over the shares (acciones o participaciones sociales) owned by certain companies; (ii) a Spanish



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sociales de varias sociedades; (ii) un contrato de prenda sujeto a ley española sobre las participaciones sociales de la Sociedad; (iii) un contrato de prenda sujeto a ley española sobre los derechos de crédito derivados de cuentas bancarias titularidad de varias sociedades; (iv) un contrato de prenda sujeto a ley española sobre los derechos de crédito derivados de cuentas bancarias titularidad de la Sociedad; y (v) un contrato de extensión y ratificación de las Garantías Españolas o cualesquiera otras garantías;

(s) ciertos poderes irrevocables que serán otorgados por los respectivos pignorantes o promitentes bajo o en relación con cualesquiera documentos de garantía personales, reales o promesas de garantía, incluyendo, en particular y sin limitación, los Documentos de Garantía;

(t) ciertas escrituras de extensión y ratificación del Poder Irrevocable;

(u) cualquier otro documento privado o público o documentos otorgados by way of deed o bajo legislación inglesa o bajo cualquier otra legislación, garantías personales o reales actualmente en vigor o que vayan a ser otorgadas, escrituras de reconocimiento y/o ratificación de obligaciones o deudas o garantías, escrituras cero o de protocolización de firmas, certificados de formalidades (formalities certificates), certificados de directores (officer's certificates) u otros certificados, cartas, cartas de pago, cartas u otros documentos de adhesión, solicitudes de disposición, cartas de selección, contratos de emisión suplementarios u otros documentos suplementarios, cartas de comisiones, notificaciones, poderes revocables o irrevocables, process agent letters, nombramientos de agente, contratos de

law governed pledge (prenda) over the shares (participaciones sociales) of the Company; (iii) one or several Spanish law deeds of pledge over the credit rights arising from bank accounts held by certain companies; (iv) a Spanish law governed pledge (prenda) over the credit rights arising from bank accounts held by the Company; and (v) a security extension and confirmation agreement of the Spanish Security and any other personal and/or in rem security;

(s) certain irrevocable powers of attorney to be granted by any applicable pledgors or promisors under or in connection with any securities, guarantees or promissory security documents, including, without limitation, the Security Documents;

(t) certain deeds (*escrituras*) of extension and ratification of the Irrevocable Power of Attorney;

(u) any other private or public document, documents granted by way of deed or under English law or the laws of any other jurisdiction, any guarantee or security currently in force or to be granted, deeds of obligations or debts or guarantees acknowledgement and/or ratification, zero deed or execution protocol deed, formalities certificates, officer's certificates or any other certificate, letters, letters of payment, accession letters or other accession documents, utilization requests, selection notices, supplemental indentures or other supplemental documents, fee letters, notifications, revocable or irrevocable powers of attorney, process agent letters, agent appointment, hedging agreements, intragroup loans, including those under CMOF or ISDA or any others, any agreements or other documents of accession

cobertura, préstamos intragrupo, incluidos contratos marco, anexos y confirmaciones, ya sean conforme a CMOF o ISDA o cualesquiera otros, cualesquiera contratos u otros documentos de adhesión que fueran necesarios o convenientes en el contexto de la Operación, así como cualquier otra documentación de cualquier naturaleza que sea necesaria o conveniente en relación con los Documentos de la Operación;

which are necessary or convenient in the context of the Transaction, as well as any other documents of any nature which may be necessary or convenient in connection with the Transaction Documents;

- (v) *cualquier otro documento privado o público o documentos otorgados by way of deed o bajo legislación inglesa o bajo cualquier otra legislación relacionados con el aval presentado por la Sociedad en relación con la Oferta y su contragarantía, el Aval Complementario, el Nuevo Aval y/o la Nueva Contragarantía (tal y como dichos términos se definen a continuación);*
- (v) *any other private or public document, documents granted by way of deed or under English law or the laws of any other jurisdiction in relation to the bank guarantee submitted in relation to the Offer and its counterguarantee deed, the Complementary Bank Guarantee, the New Bank Guarantee and/or the New Counterguarantee Deed (as these terms are defined below);*
- (w) *cualquier otro documento privado o público o documentos otorgados by way of deed o bajo legislación inglesa o bajo cualquier otra legislación relacionados con las Garantías Españolas, el Poder Irrevocable y/o los Documentos de Garantía; y*
- (w) *any other private or public document, documents granted by way of deed or under English law or the laws of any other jurisdiction in relation to the Spanish Security, the Irrevocable Power of Attorney and/or the Security Documents; and*
- (x) *cualesquiera documentos de elevación a público, intervención notarial, novación, extensión, refundición, suplemento, ratificación, subsanación, rectificación o complemento de los documentos previstos en los apartados anteriores, así como cualesquiera documentos complementarios, adicionales o accesorios en el contexto de la Operación.*
- (x) *any documents of notarization, novation, extension, consolidation, supplement, ratification, amendment, rectification or complement of the documents foreseen in the previous paragraphs, as well as any supplementary, additional or ancillary documents in the context of the Transaction.*

(D) Actuaciones relativas a la Oferta como consecuencia de la Operación **(D) Actions relating to the Offer as a result of the Transaction**

La administradora única toma razón de que la firma y consumación de la Operación:

The sole director of the Company acknowledges that the execution and consummation of the Transaction:

- (a) *de conformidad con el artículo 32.2 del Real Decreto 1066/2007, determinará la*
- (a) *pursuant to article 32.2 of Royal Decree 1066/2007, shall determine, the termination*

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eliminación de la condición de aceptación mínima del 75% de los derechos de voto a la que está sujeta la Oferta, así como la eliminación de cualquier otra condición pendiente de cumplimiento;

of the minimum acceptance condition of 75% of the voting rights to which the Offer is subject to, as well as the termination of any other pending condition;

(b) de conformidad con el artículo 32.5 del Real Decreto 1066/2007, determinará automáticamente la elevación del Precio de la Oferta hasta el precio más alto satisfecho por la Sociedad a cualquier accionista de Applus en la Operación; y

(b) pursuant to article 32.5 of Royal Decree 1066/2007, shall automatically determine the increase of the Offer Price up to the highest price paid by the Company to any shareholder of Applus in the Transaction; and

(c) de conformidad con el artículo 32.5 del Real Decreto 1066/2007, obligará al Oferente a ampliar la garantía inicialmente aportada a la CNMV en relación con la Oferta.

(c) pursuant to article 32.5 of Royal Decree 1066/2007, shall cause the Offeror to be obliged to extend the guarantee initially provided to the CNMV in relation to the Offer.

Teniendo en cuenta lo anterior, la Operación conllevará la publicación de un suplemento del folleto informativo relativo a la Oferta (el "Folleto") para modificar varios apartados del Folleto, así como otras actuaciones que sean necesarias a los efectos de implementar la Operación.

In view of the foregoing, the Transaction will entail the publication of a supplement to the prospectus relating to the Offer (the "Prospectus") to amend several sections of the Prospectus, as well as certain other actions that are required for the purpose of implementing the Transaction.

Por todo lo anterior, a la vista de la autorización otorgada en el día de hoy por el Socio Único, la administradora única de la Sociedad aprueba que la Sociedad lleve a cabo las actuaciones relacionadas con la Oferta necesarias o convenientes para cumplir con las obligaciones derivadas de la adquisición de acciones de Applus al margen de la Oferta y en particular:

Pursuant to the above, following the authorization granted today by the Sole Shareholder, the sole director of the Company approves that the Company shall carry out the actions related to the Offer necessary or convenient to comply with the obligations arising from the acquisition of shares of Applus outside the Offer and in particular:

(a) negociar y formalizar con una entidad de crédito y presentar ante la CNMV:

(a) negotiate and formalize with a credit institution and file with the CNMV:

(i) un aval bancario a primer requerimiento por la diferencia entre el Precio de la Oferta y el precio de la Oferta recalculado al mayor de los precios de compraventa pagados por la Sociedad en la Operación, que complementará al aval presentado por la Sociedad en relación con la Oferta (el "Aval

(i) a first demand bank guarantee for the difference between the Offer Price and the recalculated price of the offer at the higher of the purchase prices paid by the Company in the Transaction, which will complement the bank guarantee submitted by the Company in relation to

- Complementario*"); o, *the Offer (the "Complementary Bank Guarantee"); or alternatively,*
- alternativamente,*
- (ii) *un aval bancario por la totalidad del precio de la Oferta que sustituiría al aval presentado por la Sociedad en relación con la Oferta que está depositado en la CNMV (el "Nuevo Aval");* (ii) *a bank guarantee for the entire Offer price which would replace the bank guarantee submitted by the Company in relation to the Offer which is deposited at the CNMV (the "New Bank Guarantee");*
- (b) *negociar y formalizar con la entidad de crédito que emita el aval descrito anteriormente una contragarantía (la "Nueva Contragarantía");* (b) *to negotiate and execute with the credit institution issuing said bank guarantee a counterguarantee deed (the "New Counterguarantee Deed");*
- (c) *negociar y formalizar con cualesquiera accionistas directos o indirectos de la Sociedad una equity commitment letter por el importe del aval presentado por la Sociedad en relación con la Oferta, del Aval Complementario y/o del Nuevo Aval, según sea de aplicación (la "ECL") o una novación de cualquier equity commitment letter, incluyendo aquellas suscritas con anterioridad a este poder;* (c) *to negotiate and execute with any direct or indirect shareholders of the Company an equity commitment letter for the amount of the bank guarantee submitted in relation to the Offer, the Complementary Bank Guarantee and/or the New Bank Guarantee (the "ECL") or an amendment of any equity commitment letter, including those entered into prior to this power of attorney;*
- (d) *negociar y formalizar cualesquiera enmiendas a la carta de compromiso ("commitment letter") la carta de sindicación ("syndication letter") y la carta de comisiones de préstamos senior ("senior facilities fee letter") suscritos por parte de la Sociedad el 1 de agosto de 2023 así como cualesquiera cartas de acompañamiento ("side letters") en relación con dichos documentos (los "Documentos de Compromiso")* (d) *to negotiate and execute any amendments to the commitment letter, syndication letter and senior facilities fee letter executed by the Company on 1 August 2023 as well as any side letters in connection therewith (the "Commitment Papers");*
- (e) *requerir los custodios de las acciones de Applus que hayan sido adquiridas en el contexto de la Operación que inmovilicen esas acciones y expidan a tal efecto los correspondientes certificados de legitimación y bloqueo (los "Certificados de Bloqueo");* (e) *require the custodians of the Applus shares that have been acquired in the context of the Transaction to block such shares and to issue the corresponding certificates of entitlement and blocking (the "Blocking Certificates");*

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- (f) acreditar a la CNMV que las acciones de Applus que hayan sido adquiridas en el contexto de la Operación están inmovilizadas y aportarle los correspondientes Certificados de Bloqueo;
- (g) en su caso, reducir del importe del aval inicial, el Aval Complementario o el Nuevo Aval, el importe correspondiente asignado a las acciones de Applus que hayan sido inmovilizadas;
- (h) comunicar a la CNMV así como a las Bolsas de Valores, si fuese necesario, (i) la firma de cualquier acuerdo para la adquisición de acciones de Applus y (ii) la liquidación de la adquisición de las acciones de Applus, incluyendo los detalles de dichas operaciones; y
- (i) modificar aquellos apartados del Folleto que sean necesarios para ajustar el Folleto a la adquisición de acciones de Applus al margen de la Oferta.

- (f) provide evidence to the CNMV that the Applus shares acquired in the context of the Transaction are blocked and provide it with the corresponding Blocking Certificates;
- (g) if applicable, reduce the amount of the initial bank guarantee, the Complementary Bank Guarantee or the New Bank Guarantee by the corresponding amount allocated to the shares of Applus that have been blocked;
- (h) to inform the CNMV and the Stock Exchanges of (i) the execution of any agreements for the acquisition of shares of Applus and (ii) the settlement of the acquisitions of shares of Applus, including the details of such transactions; and
- (i) amend those sections of the Prospectus necessary to adjust the Prospectus to the acquisition of Applus shares outside of the Offer.

SEGUNDA.- (...)

(...)

SECOND.- (...)

(...)

TERCERA.- (...)

(...)

THIRD.- (...)

(...)

CUARTA.- Aprobación del Acta

Y no habiendo más asuntos que tratar, se emite la presente Acta, la cual es leída, aprobada y firmada por la administradora única de la Sociedad en el lugar y en la fecha indicadas en el encabezamiento.

(consta firma en el acta)”

FOURTH.- Approval of the Minutes

And with no further matters to discuss, these Minutes are drafted, read, approved and executed by the sole director of the Company in the place and on the date indicated above.

(signature is recorded in the minutes)”

La Administradora Única reconoce que la presente Certificación está redactada a doble columna en español y en inglés y acuerda que, en caso de discrepancia entre las dos versiones, prevalecerá la versión española.

The Sole Director acknowledges that this Certificate is drafted in two columns in Spanish and in English and agrees that, in the event of any discrepancies between the two, the Spanish version shall prevail.

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PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

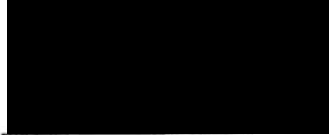


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Y para que conste y surta los efectos oportunos,
se expide la presente Certificación en Madrid a 24
de enero de 2024.

And in witness hereof, this Certificate is issued
in Madrid at 24 January 2024.

LA ADMINISTRADORA ÚNICA / THE SOLE DIRECTOR



Dña. / Mrs. María Eugenia Gandoy López

ES COPIA DE SU ORIGINAL que, bajo el número de orden al principio indicado, obra en mi protocolo general de instrumentos públicos, donde queda anotada. Y para LA SOCIEDAD OTORGANTE, la expido en dieciocho folios de papel de uso exclusivo para documentos notariales, números: el del presente y los diecisiete anteriores en orden ascendente correlativo de la misma serie. En Madrid, a veinticinco de enero de dos mil veinticuatro; DOY FE.

φ



Anexo 1 bis

Acuerdos adoptados por el órgano de administración de Apollo Management X, L.P. en relación con la Oferta

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America
This public document
2. has been signed by **Milton Adair Tingling**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the **county of New York**

Certified

5. at New York City, New York
6. the 26th day of January 2024
7. by Deputy Secretary of State for Business and Licensing Services, State of New York
8. No. NYC-2206960
9. Seal/Stamp
10. Signature



Whitney A. Clark

Whitney A. Clark

Deputy Secretary of State for Business and Licensing Services

**WRITTEN CONSENT TO ACTION
OF THE GENERAL PARTNER OF
APOLLO MANAGEMENT X, L.P.**

January 25, 2024

The undersigned, being the general partner ("**General Partner**") of Apollo Management X, L.P., a Delaware limited partnership (the "**Partnership**"), does hereby consent, in accordance with the limited partnership agreement of the Partnership (the "**Partnership Agreement**"), to the adoption of the following resolutions.

WHEREAS, the Partnership, has entered into a management agreement with Apollo Advisors X, L.P., a Delaware limited partnership (the "**Apollo Advisors X**"), which is the general partner of certain funds (the "**Apollo Investors**") which are controlled, managed and/or advised by the Partnership and/or its affiliates, pursuant to which Apollo Advisors X has delegated to the Partnership the investment advisory functions with respect to the Apollo Investors;

WHEREAS, on June 24, 2023, the Partnership approved by a written consent of its General Partner the formulation by certain direct and indirect subsidiaries of the Apollo Investors of a takeover bid for all the shares (the "**Shares**") representing the entire share capital of the Spanish company Applus Services, S.A. (the "**Offer**") for a price per Share of EUR 9.50, and approved and authorized the Partnership, the Apollo Investors and their direct and indirect subsidiaries to enter into the agreements, documents and instruments which are necessary and/or desirable in connection with the Offer to which they may be a party;

WHEREAS, it is now proposed that certain direct and indirect subsidiaries of the Apollo Investors acquire certain Shares at a price per Share of EUR 10.65, including pursuant to certain bilateral purchases of Shares with existing shareholders of Applus Services, S.A. (the "**Bilateral Purchases**");

WHEREAS, as a consequence of the entry into the conditional share purchase agreements to give effect to the Bilateral Purchases at a price per Share of EUR 10.65 (being a higher price than the price per Share of the Offer as originally launched) the Spanish National Securities Markets Commission (*Comisión Nacional del Mercado de Valores*) has advised that the Offer price will be automatically increased to EUR 10.65 per Share, being the highest price paid under the Bilateral Purchases (the "**Revised Offer**"); and

WHEREAS, the Partnership desires to approve the Revised Offer and the Bilateral Purchases and approve and authorize the Partnership, the Apollo Investors and their direct and indirect subsidiaries to enter into the agreements, documents and instruments which are necessary and/or desirable in connection with the Revised Offer and Bilateral Purchases (collectively with all other agreements, documents and instruments related thereto, the "**Transaction Documents**") (the execution, delivery and performance of the Transaction Documents, and the consummation of the transactions (including the Bilateral Purchases

and the Revised Offer) and the execution, delivery and performance of all documents contemplated thereby and hereby, are referred to herein as the "*Transaction*").

NOW, THEREFORE, BE IT

RESOLVED, that the Transaction be and hereby is adopted, authorized, ratified, and approved by and on behalf of the Partnership; and be it further

RESOLVED, that the General Partner, acting alone, is hereby authorized, empowered and directed to take or cause to be taken all such further action and to sign, execute, acknowledge, certify, deliver, accept, record and file each of the Transaction Documents to which the Partnership is a party and to approve and authorize the Apollo Investors and their direct and indirect subsidiaries to sign, execute, acknowledge, certify, deliver, accept, record and file each of the Transaction Documents to which they may be parties and any other instrument, agreement or document in connection with the Transaction as deemed necessary, desirable and/or advisable in order to carry out the intent of and to accomplish the purposes of these resolutions; and be it further

RESOLVED, that the General Partner acting alone, is hereby authorized and empowered to certify a copy of this Written Consent to any person or entity in connection with the Transactions; and be it further

RESOLVED, that the actions of any person authorized by the foregoing resolutions or which would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions be, and they hereby are, ratified, confirmed, approved and adopted as actions of the Partnership.

* * * * *

IN WITNESS WHEREOF, the undersigned general partner has executed this
Written Consent to Action effective as of the date first appearing above.

General Partner:

AIF X MANAGEMENT, LLC

By: 

Blue ink scribble
Title: Vice President and Assistant
Secretary

State of New York }
County of New York } ss:

No. 922640

I, **Milton Adair Tingling**, Clerk of the County of New York, and Clerk of the Supreme Court in and for said county, the same being a court of record having a seal, **DO HEREBY CERTIFY THAT**

CARLY JILLIAN LEWIN

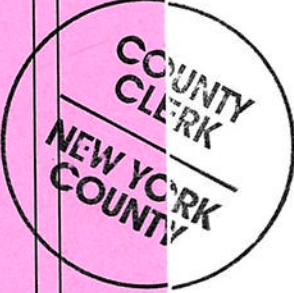
whose name is subscribed to the annexed original instrument has been commissioned and qualified as a NOTARY PUBLIC..... and has filed his/her original signature in this office and that he/she was at the time of taking such proof or acknowledgment or oath duly authorized by the laws of the State of New York to take the same: that he/she is well acquainted with the handwriting of such public officer or has compared the signature on the certificate of proof or acknowledgment or oath with the original signature filed in his/her office by such public officer and he/she believes that the signature on the original instrument is genuine.



IN WITNESS WHEREOF, I have hereunto set my hand and my official seal this 26th day of January, 2024

Milton Adair Tingling

County Clerk, New York County



ary
or
is
the
the

State of New York)
) S.S.:
County of New York)

On the 25th day of JANUARY in the year 2024 before me, the undersigned notary public, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, he/she or the person upon behalf of which he/she acted, executed the instrument.

Carly Lewin
Notary public

CARLY LEWIN
Printed Name

OCTOBER 3rd, 2027
Commission Expires

CARLY JILLIAN LEWIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE0014113
Qualified in New York County
Commission Expires October 3, 2027



APOSTILLA
(Convenio de La Haya de 5 de octubre de 1961)

1. País: Estados Unidos de América

El presente documento público

2. ha sido firmado por **Milton Adair Tingling**

3. actuando en calidad de **Secretario del Condado**

4. se halla sellado / timbrado con el sello del **condado de Nueva York**

Certificado

5. en la ciudad de Nueva York, Nueva York 6. el 26 de enero de 2024

7. por la Subsecretaria del Estado de Nueva York para Servicios Empresariales y Licencias

8. N° NYC- 2206960

9. Sello / Timbre

10. Firma



[firma ilegible]

Whitney A. Clark

Subsecretaria de Estado para
Servicios Empresariales y
Licencias

**ACUERDO POR ESCRITO DEL SOCIO GESTOR DE
APOLLO MANAGEMENT X, L.P.**

25 de enero de 2024

El abajo firmante, en su calidad de socio gestor¹ (el "**Socio Gestor**") de Apollo Management X, L.P., entidad limitada² de Delaware (la "**Entidad**"³), consiente en este acto, de conformidad con el contrato de entidad limitada de la Entidad (el "**Contrato de Entidad**"), la adopción de los siguientes acuerdos.

CONSIDERANDO que la Entidad ha suscrito un contrato de gestión con Apollo Advisors X, L.P., entidad limitada de Delaware ("**Apollo Advisors X**"), como socio gestor de determinados fondos (los "**Fondos Apollo**") controlados, gestionados y/o asesorados por la Entidad y/o sus afiliadas, en virtud del cual Apollo Advisors X ha delegado en la Entidad las funciones de asesoramiento en materia de inversiones con respecto a los Fondos Apollo;

CONSIDERANDO que el 24 de junio de 2023 la Entidad aprobó en virtud de consentimiento escrito de su Socio Gestor la formulación por determinadas filiales directas e indirectas de los Fondos Apollo de una oferta pública de adquisición de todas las acciones (las "**Acciones**") representativas del 100% del capital social de la sociedad española Applus Services, S.A. (la "**Oferta**") a un precio por Acción de 9,50 euros, y aprobó y autorizó a la Entidad, a los Fondos Apollo y a sus filiales directas e indirectas a suscribir los contratos, documentos e instrumentos que fueran necesarios y/o convenientes en relación con la Oferta en los que dichas entidades pudieran tener la condición de parte;

CONSIDERANDO la propuesta actual de que determinadas filiales directas e indirectas de los Fondos Apollo adquieran ciertas Acciones a un precio por Acción de 10,65 euros, incluso en virtud de determinadas compras bilaterales de Acciones suscritas con accionistas actuales de Applus Services, S.A. (las "**Compras Bilaterales**");

CONSIDERANDO que, como consecuencia de la suscripción de los contratos de compra de acciones sujetos a condición necesarios para proceder a las Compras Bilaterales a un precio por Acción de 10,65 euros (siendo este último un precio por Acción superior al precio de la Oferta tal y como fue formulada inicialmente), la Comisión Nacional del Mercado de Valores ha comunicado que el precio de la Oferta se incrementará automáticamente a 10,65 euros por Acción, siendo el precio más alto satisfecho en virtud de las Compras Bilaterales (la "**Oferta Revisada**"); y

CONSIDERANDO que la Entidad desea aprobar la Oferta Revisada y las Compras Bilaterales así como aprobar y autorizar a la Entidad, a los Fondos Apollo y a sus filiales directas e indirectas a suscribir los contratos, documentos e instrumentos que fueran necesarios y/o convenientes en relación con la Oferta Revisada y las Compras

¹ *General Partner.*

² *Limited partnership.*

³ *Partnership.*

Bilaterales (conjuntamente con todos los restantes contratos, documentos e instrumentos relativos a las mismas, los "**Documentos de la Operación**") (y, en adelante, la suscripción, otorgamiento y cumplimiento de los Documentos de la Operación, y la consumación de las operaciones -incluyendo la de las Compras Bilaterales y la Oferta Revisada- y la suscripción, otorgamiento y cumplimiento de todos los documentos previstos en la misma y en el presente instrumento serán referidos como la "**Operación**").

LA ENTIDAD

ACUERDA en este acto efectivamente aprobar, autorizar y ratificar la Operación; y asimismo

ACUERDA en este acto efectivamente aprobar, facultar e instruir al Socio Gestor para que este último, actuando individualmente por sí, adopte o se asegure de la adopción de cualesquiera medidas adicionales e igualmente firme, otorgue, reconozca, certifique, entregue, acepte, registre y presente cada uno de los Documentos de la Operación en los que la Entidad tuviera la condición de parte; y aprobar y autorizar a los Fondos Apollo y a sus filiales directas e indirectas para que firmen, otorguen, reconozcan, certifiquen, entreguen, acepten, registren y presenten cada uno de los Documentos de la Operación en los que los mismos tuvieran la condición de parte, junto con cualquier otro instrumento, contrato o documento relativo a la Operación que se entendiera necesario, conveniente y/o aconsejable a fin de recoger la intención y atender al buen fin de los presentes acuerdos; y asimismo


ACUERDA autorizar y facultar en este acto al Socio Gestor para que este último, actuando individualmente por sí, certifique una copia del presente Acuerdo por Escrito ante cualquier persona o entidad en relación con las Operaciones; y asimismo

ACUERDA ratificar y efectivamente ratifica, confirma, aprueba y adopta como actuaciones propias de la Entidad aquellas actuaciones de cualquier persona que hubiere sido facultada en virtud de los acuerdos anteriores o que habría estado autorizada en virtud de tales acuerdos si las actuaciones en cuestión hubieran tenido lugar tras dicha adopción.

* * * * *

EN TESTIMONIO DE LO CUAL, el socio gestor que suscribe a continuación suscribe el presente Acuerdo por Escrito en la fecha que figura en el encabezamiento.

Socio Gestor:
AIF X MANAGEMENT, LLC
Fdo.: [*firma ilegible*]


Cargo: Vicepresidente y Secretario Adjunto

Estado de Nueva York)
) S.S.: N° 922640
Condado de Nueva York)

El que suscribe, **Milton Adair Tingling**, Secretario del Condado de Nueva York y del Tribunal Supremo -este último como tribunal ordinario⁴ para dicho condado y dotado del correspondiente sello- **POR LA PRESENTE CERTIFICA QUE**

CARLY JILLIAN LEWIN

cuyo nombre consta en la firma del documento original adjunto ha sido nombrado y habilitado como NOTARIO PÚBLICO

.....
y ha depositado un ejemplar original de su firma en esta oficina, y que dicha persona estaba, en el momento en que recogió dicho testimonio o prestó dicha declaración de reconocimiento o juramento, debidamente autorizada por la legislación del Estado de Nueva York a realizar tales actuaciones; que se encuentra debidamente familiarizado con la firma manuscrita de dicho funcionario o que ha cotejado la firma que figura en el certificado, declaración o reconocimiento con el ejemplar de firma original depositado en sus registros por dicho funcionario, y que entiende que la firma que figura en el documento original es auténtica.

[Sello del Condado de Nueva York]

EN FE DE LO CUAL, firmo y sello a continuación con mi sello oficial en esta fecha, 26 de enero de 2024

[firma ilegible]
Secretario del Condado de Nueva York

[sello de la Secretaría del Condado de Nueva York]

⁴ *Court of record*: una “*court of record*”, en derecho anglosajón, es un tribunal que lleva un registro escrito de sus actuaciones, al igual que haría cualquier juzgado o tribunal ordinario en la tradición continental – nota del traductor.

Estado de Nueva York)
) S.S.:
Condado de Nueva York)

El 25 de enero de 2024 compareció en persona ante mí, el notario público que suscribe, [REDACTED] a quien conozco personalmente o a quien identifique sobre la base de documentación fehaciente como la persona cuyo nombre figura como firmante en el documento adjunto, reconociendo el compareciente haber firmado dicho documento en la condición en la que actúa, y que en virtud de su firma en el mismo ha de entenderse que el compareciente o su representada ha suscrito el documento en cuestión.

[firma ilegible]

Notario público

Carly Lewin

Nombre impreso

3 de octubre de 2027

[sello de la Secretaría del Condado de Nueva York]

Fecha de expiración del nombramiento

CARLY JILLIAN LEWIN

Notario público del Estado de Nueva York

Nº. 01LE0014113

Habilitada en el Condado de Nueva York

Mi nombramiento expira el 3 de octubre de 2027

Don César Ramírez Peño, Traductor-Intérprete Jurado de Inglés, en virtud de título otorgado por el Ministerio de Asuntos Exteriores, Unión Europea y de Cooperación, certifica que la que antecede es traducción fiel y exacta al español de un documento redactado en inglés.

En Madrid, a 29 de enero de 2024

Fdo.: César Ramírez Peño


César Ramírez Peño
Traductor-Intérprete Jurado de INGLÉS
Nº 5192

Anexo 1 ter

**Certificado acreditativo del acuerdo adoptado por el Comité de Inversión en relación con la
Oferta**

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America
This public document
2. has been signed by **Milton Adair Tingling**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the **county of New York**

Certified

5. at New York City, New York
6. the 26th day of January 2024
7. by Deputy Secretary of State for Business and Licensing Services, State of New York
8. No. NYC-2206961
9. Seal/Stamp
10. Signature




Whitney A. Clark

Whitney A. Clark

Deputy Secretary of State for Business and Licensing Services

APOLLO

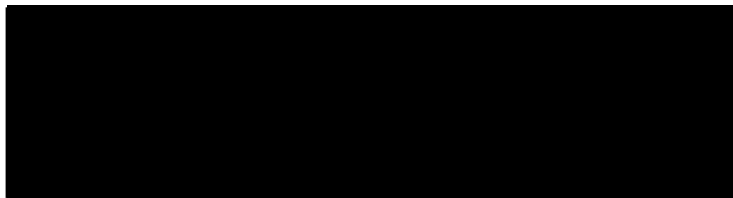
CERTIFICATE

I,  in my capacity Vice President and Assistant Secretary of AIF X Management, LLC, the general partner of Apollo Management X, L.P., itself the entity that manages and/or advises, and therefore controls, the Apollo Funds (as defined in Section 1.4.2 of the Prospectus), hereby certify that, further to and in connection with the voluntary takeover bid by Manzana Spain Bidco, S.L.U. over all the shares of Applus Services, S.A. (the "*Shares*"), representing 100% of its share capital (the "*Offer*") as approved by the Investment Committee of the Apollo Funds on June 28 2023, on January 22, 2024, the Investment Committee of the Apollo Funds supported the acquisition of Shares at a price per Share of EUR 10.65, thereby automatically increasing the Offer price to EUR 10.65 per Share, as well as the investment by the Apollo Funds in the aforementioned offeror for the referred purpose.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 25th day of January, 2024.

Apollo Management X, L.P.

By: AIF X Management, LLC,
its general partner



Title: Vice President and Assistant
Secretary

State of New York }
County of New York } ss:

No. 922641

I, **Milton Adair Tingling**, Clerk of the County of New York, and Clerk of the Supreme Court in and for said county, the same being a court of record having a seal, **DO HEREBY CERTIFY THAT**

CARLY JILLIAN LEWIN

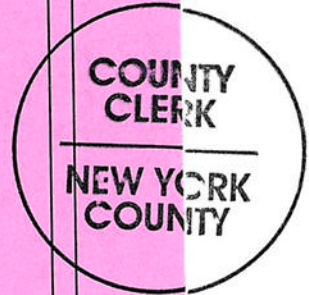
whose name is subscribed to the annexed original instrument has been commissioned and qualified as a NOTARY PUBLIC.....
and has filed his/her original signature in this office and that he/she was at the time of taking such proof or acknowledgment or oath duly authorized by the laws of the State of New York to take the same: that he/she is well acquainted with the handwriting of such public officer or has compared the signature on the certificate of proof or acknowledgment or oath with the original signature filed in his/her office by such public officer and he/she believes that the signature on the original instrument is genuine.



IN WITNESS WHEREOF, I have hereunto set my hand and my official seal this
26th day of January, 2024

Milton Adair Tingling

County Clerk, New York County



ary
or
is
he
he

State of New York)
) S.S.:
County of New York)

On the 25th day of January in the year 2024 before me, the undersigned notary public, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, he/she or the person upon behalf of which he/she acted, executed the instrument.

Carly Lewin
Notary public

Carly Lewin
Printed Name

October 3rd, 2027
Commission Expires



CARLY JILLIAN LEWIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE0014113
Qualified in New York County
Commission Expires October 3, 2027



APOSTILLA

(Convenio de La Haya de 5 de octubre de 1961)

1. País: Estados Unidos de América

El presente documento público

2. ha sido firmado por **Milton Adair Tingling**

3. actuando en calidad de **Secretario del Condado**

4. se halla sellado / timbrado con el sello del **condado de Nueva York**

Certificado

5. en la ciudad de Nueva York, Nueva York

6. el 26 de enero de 2024

7. por la Subsecretaria del Estado de Nueva York para Servicios Empresariales y Licencias

8. N° NYC- 2206961

9. Sello / Timbre

10. Firma



[firma ilegible]

Whitney A. Clark

Subsecretaria de Estado para
Servicios Empresariales y Licencias

CERTIFICADO

El que suscribe, [REDACTED], en su calidad de Vicepresidente y Secretario Adjunto de AIF X Management LLC, *general partner* de Apollo Management X, L.P., siendo esta última la entidad que gestiona y/o asesora y, en consecuencia, controla los Fondos Apollo (conforme a la definición de estos últimos prevista en el Apartado 1.4.2 del Folleto), por la presente certifica que, en relación con la oferta pública voluntaria de adquisición formulada por Manzana Spain Bidco, S.L.U. sobre la totalidad de las acciones de Applus Services, S.A. (las "**Acciones**"), representativas del 100% de su capital social (la "**Oferta**"), tal y como dicha Oferta fue aprobada por el Comité de Inversión de los Fondos Apollo el 28 de junio de 2023, el Comité de Inversión de los Fondos Apollo respaldó el 22 de enero de 2024 la adquisición de las Acciones a un precio por Acción de 10,65 euros, incrementando automáticamente el precio de la Oferta a 10,65 euros por Acción, así como la inversión por los Fondos Apollo en dicho oferente a tales efectos.

EN TESTIMONIO DE LO CUAL, suscribo a continuación el presente certificado en esta fecha, 25 de enero de 2024.

Apollo Management X, L.P.

Fdo.: AIF X Management, LLC,
su *general partner*

Fdo. : [firma ilegible]

Nombre : [REDACTED]

Cargo : Vicepresidente y Secretario Adjunto

Estado de Nueva York)
)
Condado de Nueva York) **S.S.: Nº 922641**

El que suscribe, **Milton Adair Tingling**, Secretario del Condado de Nueva York y del Tribunal Supremo -este último como tribunal ordinario¹ para dicho condado y dotado del correspondiente sello- **POR LA PRESENTE CERTIFICA QUE**

CARLY JILLIAN LEWIN

cuyo nombre consta en la firma del documento original adjunto ha sido nombrado y habilitado como NOTARIO PÚBLICO y ha depositado un ejemplar original de su firma en esta oficina, y que dicha persona estaba, en el momento en que recogió dicho testimonio o prestó dicha declaración de reconocimiento o juramento, debidamente autorizada por la legislación del Estado de Nueva York a realizar tales actuaciones; que se encuentra debidamente familiarizado con la firma manuscrita de dicho funcionario o que ha cotejado la firma que figura en el certificado, declaración o reconocimiento con el ejemplar de firma original depositado en sus registros por dicho funcionario, y que entiende que la firma que figura en el documento original es auténtica.

[Sello del Condado de Nueva York]

EN FE DE LO CUAL, firmo y sello a continuación con mi sello oficial en esta fecha, 26 de enero de 2024

[firma ilegible]
 Secretario del Condado de Nueva York

[sello de la Secretaría del Condado de Nueva York]

¹ *Court of record*: una “*court of record*”, en derecho anglosajón, es un tribunal que lleva un registro escrito de sus actuaciones, al igual que haría cualquier juzgado o tribunal ordinario en la tradición continental – nota del traductor.

Estado de Nueva York)
) S.S.:
Condado de Nueva York)

El 25 de enero de 2024 compareció en persona ante mí, el notario público que suscribe, [REDACTED] a quien conozco personalmente o a quien identifico sobre la base de documentación fehaciente como la persona cuyo nombre figura como firmante en el documento adjunto, reconociendo el compareciente haber firmado dicho documento en la condición en la que actúa, y que en virtud de su firma en el mismo ha de entenderse que el compareciente o su representada ha suscrito el documento en cuestión.

[firma ilegible]

Notario público

Carly Lewin

Nombre impreso

3 de octubre de 2027

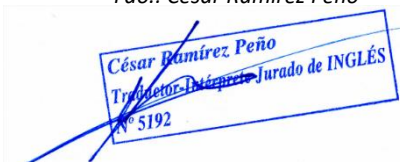
Fecha de expiración del nombramiento

CARLY JILLIAN LEWIN
Notario público del Estado de Nueva York
Nº. 01LE0014113
Habilitada en el Condado de Nueva York
Mi nombramiento expira el 3 de octubre de 2027

Don César Ramírez Peño, Traductor-Intérprete Jurado de Inglés, en virtud de título otorgado por el Ministerio de Asuntos Exteriores, Unión Europea y de Cooperación, certifica que la que antecede es traducción fiel y exacta al español de un documento redactado en inglés.

En Madrid, a 29 de enero de 2024

Fdo.: César Ramírez Peño



Anexo 2

Aval bancario complementario

BANCO SANTANDER, S.A., con número de identificación fiscal (NIF) **A-39000013** y con domicilio (a efectos de notificaciones y requerimientos) en Calle Abellas 1, 28042 - Madrid (la "**Entidad Avalista**"), y en su nombre D. [REDACTED] con N.I.F. [REDACTED] con facultades suficientes para este acto en virtud del poder conferido a su favor el día 10 de abril de 2013 en virtud de escritura autorizada por el notario de Madrid, D. Gonzalo Sauca Polanco con el número 2294 de su protocolo, y D. [REDACTED] con N.I.F. [REDACTED] con facultades suficientes para este acto en virtud del poder conferido a su favor el día 17 de septiembre de 1999 en virtud de escritura autorizada por el notario de Cantabria, D. José María de Prada Díez con el número 2723 de su protocolo, los poderes se hayan complementados por el certificado emitido por Dña. Julia Bayón Pedraza, en su condición de Vicesecretaria del Consejo de Administración y del Comité Ejecutivo de Riesgos de Banco Santander, S.A., con fecha 23 de junio de 2023,

AVALA

ante la **COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV)**, y en beneficio de los accionistas de la sociedad **APPLUS SERVICES, S.A.** que acudan a la oferta pública voluntaria de adquisición formulada por la sociedad **MANZANA SPAIN BIDCO, S.L.U.** con domicilio social en **SUERO DE QUIÑONES, 34-36, MADRID** y con número de identificación fiscal (NIF) **B-13917067**, inscrita en el Registro Mercantil de **MADRID** al tomo **45355**, folio **147** y hoja **M-797874** (la "**Sociedad Oferente**"), sobre la **totalidad de las acciones de APPLUS SERVICES, S.A.**, presentada y publicada como información privilegiada el 30 de junio de 2023 (número de registro 1904), que fue autorizada por la **COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV)** con fecha 17 de enero de 2024 (la "**Oferta**"), representativas del **100 %** de su capital social, en garantía de las obligaciones de pago en efectivo asumidas por la Sociedad Oferente en la Oferta, cuyos términos y condiciones se describen en el folleto explicativo de la misma presentado para su registro en la **COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV)**, en cumplimiento de lo dispuesto en el *Real Decreto 1066/2007, de 27 de julio, sobre el régimen de las ofertas públicas de adquisición de valores.*

El presente aval se otorga como un aval complementario no sustitutivo al aval depositado ante la **COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV)** el 29 de junio de 2023 en garantía de las obligaciones de pago en efectivo asumidas por la Sociedad Oferente bajo la Oferta (el "**Aval Original**"), como resultado del incremento del precio de la Oferta a 10,65 euros por acción de conformidad con la notificación de información privilegiada realizada por la Sociedad Oferente ante la **COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV)** con fecha 24 de enero de 2024.

Por lo que la cantidad máxima avalada por la Entidad Avalista bajo el presente aval es de **//148.435.252,95// EUROS (CIENTO CUARENTA Y OCHO MILLONES CUATROCIENTOS TREINTA Y CINCO MIL DOSCIENTOS CINCUENTA Y DOS EUROS CON NOVENTA Y CINCO CÉNTIMOS DE EURO)** y junto con el Aval Original, el importe conjunto avalado en beneficio de los accionistas de la sociedad **APPLUS SERVICES, S.A.** asciende a **//1.374.639.516,45// EUROS (MIL TRESCIENTOS SETENTA Y CUATRO MILLONES SEISCIENTOS TREINTA Y NUEVE MIL QUINIENTOS DIECISEIS EUROS CON CUARENTA Y CINCO CÉNTIMOS DE EURO).**

El presente aval se otorga con carácter incondicional, irrevocable y solidario con respecto a las obligaciones de pago de la Sociedad Oferente derivadas de la Oferta, y con renuncia expresa a los beneficios de excusión, orden y división.

El pago de este aval se llevará a efecto en Madrid, a primer requerimiento de la **SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES, S.A.U. (Iberclear)** o de la **COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV)**, mediante requerimiento escrito dirigido a la Entidad Avalista en el siguiente domicilio: Calle Abellas 1, 28042 - Madrid. Recibido el requerimiento de pago correspondiente, la Entidad Avalista procederá a efectuar el pago del importe correspondiente, en la cuenta que el requirente haya designado, en el plazo de un (1) día hábil desde el día de la recepción de dicho requerimiento.

El presente aval permanecerá en vigor hasta el completo cumplimiento de las obligaciones de pago de la Sociedad Oferente derivadas de la Oferta o, en su caso, hasta la fecha en que la Oferta sea retirada, anulada o declarada sin efecto.

Este aval se rige por la ley española. La Entidad Avalista, con renuncia a cualquier otro fuero que pudiera corresponderle, se somete a los tribunales de la ciudad de Madrid para dirimir cualquier disputa o controversia que pudiese surgir en relación con la interpretación, alcance, cumplimiento, efectos y ejecución del presente aval.

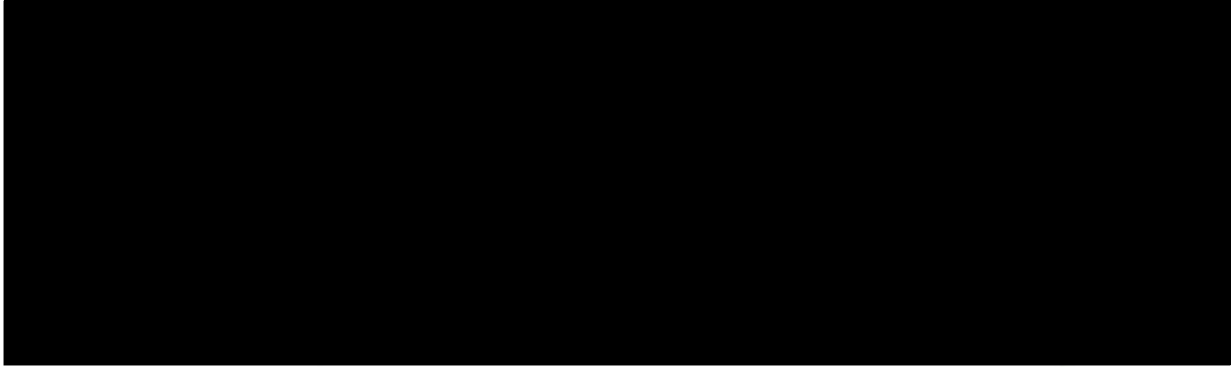
El presente aval ha sido inscrito en el registro interno de avales de la Entidad Avalista con el número **0049 1500 09 2111150949**.

En Madrid, a veintiséis de enero de dos mil veinticuatro.

Firmado en representación de **BANCO SANTANDER, S.A.**

p.p.

p.p.



Con mi intervención, respecto del otorgamiento y firma de [redacted] con DNI/NIF [redacted] y de [redacted] con DNI/NIF [redacted] que actúan en nombre y representación de "BANCO SANTANDER, S.A.", con A-39000013.

Ejercen esta representación como apoderados mancomunados, con facultades suficientes para este documento de AVAL; el primero de ellos, en virtud de escritura pública autorizada en fecha 10 de abril de 2013 por el Notario de Boadilla del Monte (Madrid) D. Gonzalo Sauca Polanco, bajo número 2294 de protocolo; y el segundo, en virtud de escritura autorizada en fecha 17 de septiembre de 1999, por el Notario de Santander D. José María de Prada Díez, con número 2723 de protocolo; debidamente inscritas en la hoja abierta a la sociedad en el Registro Mercantil de Cantabria; inscripciones 2319ª y 657ª respectivamente; y especialmente facultados según acuerdo que consta en la certificación expedida por el Comité Ejecutivo de Riesgos de "Banco Santander, S.A.", complementando las facultades que ya tienen conferidas, fechada en día 21 de junio de 2023, en Boadilla del Monte (Madrid), firmada por la Vicesecretaria del Consejo de Administración y del Comité Ejecutivo de riesgos de "Banco Santander, S.A.", Dª. Julia Bayón Pedraza, y visada por el presidente del Comité Ejecutivo de Riesgos, D. Héctor Blas Grisí Checa.

Yo, el Notario, hago constar expresamente que he cumplido con la obligación de identificación del titular real que impone el artículo 4 de la Ley 10/2010, de 28 de abril.

De conformidad con lo previsto en el Reglamento General de Protección de Datos (RGPD), los intervinientes quedan informados y aceptan la incorporación de sus datos a los ficheros automatizados existentes en la Notaría, que se conservarán en la misma con carácter confidencial, sin perjuicio de remisiones de obligado cumplimiento.

Me aseveran ambos apoderados la vigencia y virtualidad de sus poderes, facultades representativas, y la persistencia de la capacidad jurídica de la entidad que representan.

Y yo, José Luis Martínez-Gil Vich, Notario de Madrid, DOY FE de la identidad de los intervinientes, de que, a mi juicio, tienen capacidad y legitimación, y de que su consentimiento ha sido prestado libremente y el otorgamiento se adecua a su voluntad debidamente informada y a la legalidad vigente.

En Madrid, a 26 de enero de 2024.



Anexo 3

Modelo de anuncio

**ANUNCIO DE LA MODIFICACIÓN DE LA OFERTA PÚBLICA VOLUNTARIA DE
ADQUISICIÓN DE ACCIONES QUE FORMULA MANZANA SPAIN BIDCO, S.L.U.
SOBRE LA TOTALIDAD DE LAS ACCIONES DE APPLUS SERVICES, S.A.**

La Comisión Nacional del Mercado de Valores (“CNMV”) ha autorizado con fecha [●] de [●] de 2024 la modificación de la oferta pública de adquisición de acciones de carácter voluntario formulada por Manzana Spain Bidco, S.L.U. (el “Oferte”) sobre la totalidad de las acciones representativas del capital social de Applus Services, S.A. (“Applus” o la “Sociedad Afectada”) (la “Oferta”), autorizada por la CNMV el pasado 17 de enero de 2024 y cuyo plazo de aceptación se encuentra suspendido como consecuencia de la presentación el 14 de septiembre de 2023 de la solicitud de autorización de una oferta pública voluntaria y competidora por Amber Equityco, S.L.U. y permanecerá en suspenso hasta la autorización o denegación por la CNMV de la oferta competidora sobre Applus. Los términos iniciales de la Oferta se recogen en el folleto explicativo de la misma de fecha 15 de enero de 2024 (el “Folleto”).

Los términos de la modificación de la Oferta tienen como finalidad incorporar las modificaciones de las características de la Oferta derivadas, conforme a las indicaciones de la CNMV, de la formalización por parte del Oferente de determinados Contratos de Compraventa (término definido más adelante), en los que el Oferente acordó la adquisición de acciones de Applus a un precio de 10,65 euros por acción, precio superior al precio inicial de la Oferta, en aplicación del artículo 32 del Real Decreto 1066/2007, de 27 de julio, sobre el régimen de las ofertas públicas de adquisición de valores (el “Real Decreto 1066/2007”).

El Suplemento así como la documentación que lo acompaña estarán disponibles en la página web de la CNMV (www.cnmv.es), en la página web de Applus (www.applus.com) y en la página web que el Oferente ha habilitado a estos efectos (<https://www.apollo.com/site-services/applus>) a partir del día siguiente a la publicación del primero de los anuncios previstos en el artículo 22.1 del Real Decreto 1066/2007 que el Oferente publicará el siguiente día hábil a su aprobación por la CNMV.

Asimismo, el Suplemento y la documentación complementaria que lo acompaña estarán a disposición de los interesados en los siguientes lugares:

Entidad	Dirección
<i>A) Comisión Nacional del Mercado de Valores</i>	
- CNMV Madrid	Calle Edison 4, 28006, Madrid
- CNMV Barcelona	Calle Bolivia 56, 08018, Barcelona
<i>B) Sociedades Rectoras de las Bolsas de Valores</i>	
- Sociedad Rectora de la Bolsa de Valores de Madrid	Plaza de la Lealtad, 1, 28014, Madrid
- Sociedad Rectora de la Bolsa de Valores de Barcelona	Paseo de Gracia, 19, 08007, Barcelona
- Sociedad Rectora de la Bolsa de Valores de Bilbao	Calle José María Olábarri, 1, 48001, Bilbao
- Sociedad Rectora de la Bolsa de Valores de Valencia	Calle Libreros 2-4, 46002, Valencia
<i>C) Oferente y Applus</i>	

Oferente	Calle de Suero de Quiñones, 34-36, 1ª planta, 28002 Madrid
Applus	Calle Campezo 1, edificio 3, Parque Empresarial Las Mercedes, 28022, Madrid

1. MODIFICACIONES DE LA OFERTA

Conforme a las indicaciones de CNMV, la modificación de la Oferta consiste en (i) el aumento de la contraprestación de la Oferta y (ii) la eliminación de las condiciones de la Oferta pendientes de cumplimiento a la fecha de autorización del Suplemento (esto es, la condición de aceptación mínima y la obtención de la autorización por parte de la Autoridad Antimonopolio de la República Popular de China – “SAMR”), como consecuencia de la suscripción por parte del Oferente de determinados contratos de compraventa en fecha 23 de enero de 2024 (conjuntamente, los “**Contratos de Compraventa**”), sujetos a condiciones suspensivas por los cuales el Oferente se compromete a adquirir un máximo de 28.204.123 acciones representativas del 21,85% del capital social de Applus, a un precio por acción de 10,65 euros que fueron publicados en la página web de CNMV mediante el trámite de “Comunicación de Otra Información Relevante” con fecha 24 de enero de 2024 (n.º de registro 26287).

Conforme a las indicaciones de la CNMV, como consecuencia de la suscripción por parte del Oferente de los Contratos de Compraventa a un precio por acción de 10,65 euros:

- (a) las condiciones de la Oferta pendientes (esto es, la condición de aceptación mínima prevista en el apartado 2.5.1 del Folleto y la obtención de la autorización por parte de SAMR prevista en el apartado 2.5.2 del Folleto) han resultado eliminadas; y
- (b) el precio inicial de la Oferta de 9,5 euros por acción de Applus ha resultado automáticamente elevado a 10,65 euros por acción de Applus, que es el precio más alto acordado por el Oferente para adquirir las acciones de Applus objeto de los Contratos de Compraventa.

Posteriormente, con fecha 26 de enero de 2024, la SAMR comunicó (verbalmente) al Oferente que la autorización de SAMR ha dejado de resultar aplicable en dicha fecha debido a un cambio normativo publicado y con entrada en vigor el mismo 26 de enero de 2024 por el que dicha autorización no se requiere para la presente Oferta. Adicionalmente, siguiendo las indicaciones de SAMR, con fecha 29 de enero de 2024 el Oferente presentó un escrito de retirada de la solicitud de autorización, el cual fue aceptado por SAMR con efectos desde dicha fecha.

Al haberse verificado el cumplimiento de todas las condiciones suspensivas de los Contratos de Compraventa, la liquidación de las compras en virtud de todos los Contratos de Compraventa tendrá lugar el viernes 2 de febrero de 2024.

Como resultado de la modificación automática del precio de la Oferta se ha aportado una ampliación de la garantía inicial en los términos que se detallan en el apartado 3.13 del Suplemento, adaptándose, asimismo, el contenido de los restantes apartados del Folleto que se ven afectados por la modificación.

La finalidad de la operación y los planes e intenciones del Oferente en relación con Applus se mantienen íntegramente en los términos explicados en el Folleto.

2. AJUSTES AL FOLLETO POR LA MODIFICACIÓN DE LAS CARACTERÍSTICAS DE LA OFERTA

Conforme a las indicaciones de CNMV, las modificaciones al texto de los epígrafes del Folleto que se ven afectados por el aumento de la contraprestación en efectivo de la Oferta y la eliminación de las condiciones como consecuencia de la suscripción de los Contratos de Compraventa, se describen detalladamente en el Suplemento.

Madrid, a [●] de [●] de 2024.

Manzana Spain Bidco, S.L.U.

Dña. M^a Eugenia Gandoy López

Anexo 4

Contratos de Compraventa

SHARE PURCHASE AGREEMENT

By and among

Harris Associates L.P., on behalf of certain discretionary accounts

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **Harris Associates L.P.**, a limited partnership incorporated and validly existing under the laws of Delaware, with registered office at 1209 Orange Street, Wilmington, Delaware, 19801, USA and registered with The Corporation Trust Company (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller is the sole legal and beneficial owner of 1,840,499 shares in the Company (the “**Shares**”).
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.
- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.

- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (i) “**Iberclear**” has the meaning set out in Recital (C).
- (j) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (k) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (l) “**Offer**” has the meaning set out in Recital (B).
- (m) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (n) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (o) “**Price**” has the meaning set out in Clause 3.1.
- (p) “**Price per Share**” has the meaning set out in Clause 3.1.
- (q) “**Purchaser**” has the meaning set out in Parties (2).
- (r) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (s) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (t) “**Seller**” has the meaning set out in Parties (1).
- (u) “**Settlement Date**” has the meaning set out in Clause 5.1.
- (v) “**Shares**” has the meaning set out in Recital (D).
- (w) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (x) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (y) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1** On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement

Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).

2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.

2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares prior to the Settlement Date.

3. **PRICE**

3.1 **Price and Price per Share**

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 19,601,314.35 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 **Earn-out**

(a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).

(b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.

(c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 **Anti-embarrassment**

(a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

(b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a

Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT (*CONDICIÓN SUSPENSIVA*)**

- 4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the condition precedent (*condición suspensiva*) of the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Condition Precedent**”).
- 4.2 The Purchaser may waive at its sole discretion the Condition Precedent by written notice to the Seller.

5. **SETTLEMENT**

- 5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of the Condition Precedent (the “**Settlement Date**”) by means of:
- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
 - (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.
- 5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:
- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s custodian to directly / indirectly, through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
 - (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and

- (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser as at the date of this Agreement and as at the Settlement Date as follows:

- (a) The Seller is the sole legal and beneficial owner of the Shares, which are free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.

- (b) The Seller has no interest in the issued share capital of the Company other than the Shares.
- (c) To the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Shares owned by the Seller.

7. PURCHASES OF ADDITIONAL SHARES

If, at any time prior to the Offer closing for acceptances, lapsing or being withdrawn, the Seller acquires or agrees to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company (the "**Additional Shares**"), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7, provided that, for these purposes:

- (a) references to "Shares" shall be construed as a reference to such Additional Shares; and
- (b) references to "Price" shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7 of this Agreement at any time by written notice to the Seller (email sufficient).

8. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any

Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

9.8 Governing law and jurisdiction

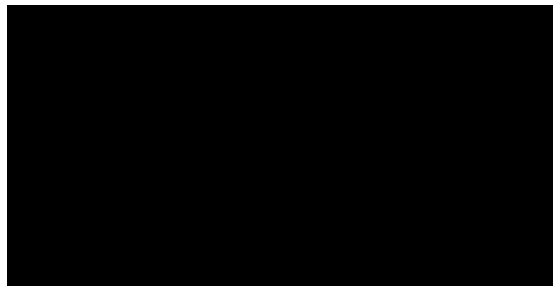
- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with the common laws of the Kingdom of Spain (*derecho común español*).
- (b) All disputes arising out of or in connection with this Agreement shall be finally settled under the Courts of the city of Madrid.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

B
N
T



PURCHASER

By: _____

Name: _____

Title: _____

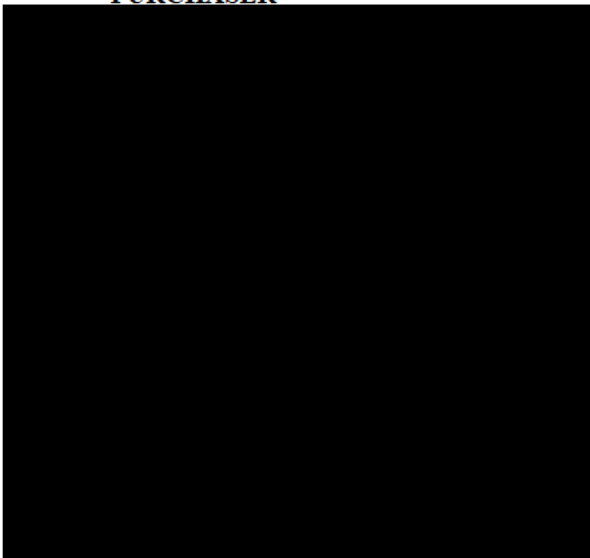
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

Maven Investment Partners Ltd

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **Maven Investment Partners Ltd**, a company incorporated and validly existing under the laws of England and Wales, with registered office at Level 7, 155 Bishopsgate, London, EC2M 3TQ (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller is the sole legal and beneficial owner of 536,962 shares in the Company (the “**Shares**”).
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.
- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.

- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (i) “**Iberclear**” has the meaning set out in Recital (C).
- (j) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (k) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (l) “**Offer**” has the meaning set out in Recital (B).
- (m) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (n) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (o) “**Price**” has the meaning set out in Clause 3.1.
- (p) “**Price per Share**” has the meaning set out in Clause 3.1.
- (q) “**Purchaser**” has the meaning set out in Parties (2).
- (r) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (s) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (t) “**Seller**” has the meaning set out in Parties (1).
- (u) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (v) “**Settlement Date**” has the meaning set out in Clause 5.1.
- (w) “**Shares**” has the meaning set out in Recital (D).
- (x) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (y) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (z) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1** On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement

Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).

2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.

2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 5,718,645.30 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).
- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a

Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT (*CONDICIÓN SUSPENSIVA*)**

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the condition precedent (*condición suspensiva*) of the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Condition Precedent**”).

4.2 The Purchaser may waive at its sole discretion the Condition Precedent by written notice to the Seller.

5. **SETTLEMENT**

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of the Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser's Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and

- (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser as at the date of this Agreement and as at the Settlement Date as follows:

- (a) The Seller is the sole legal and beneficial owner of the Shares, which are free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.

- (b) The Seller has no interest in the issued share capital of the Company other than the Shares and the interest disclosed to the Purchaser prior to the execution of this Agreement (which interest are subject to a certain other share purchase agreement entered into between the Seller and the Purchaser).
- (c) To the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Shares owned by the Seller.

7. PURCHASES OF ADDITIONAL SHARES

If, at any time prior to the Settlement Date, , in respect of the Purchaser's European Risk Arbitrage Desk only ("the Desk"), should the Desk acquire or agree to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company (other than to achieve the Conversion as contemplated under clause 7.1 of the sale and purchase agreement with respect to the swap position to be entered into by and between the Seller and the Purchaser simultaneously with the entry into this Agreement) (the "**Additional Shares**"), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7, provided that, for these purposes:

- (a) references to "Shares" shall be construed as a reference to such Additional Shares; and
- (b) references to "Price" shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7 of this Agreement at any time by written notice to the Seller (email sufficient).

8. NO RIGHTS OF RESCISSION OR TERMINATION

8.1 Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date or, (iii) as provided under Clause 8.2, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8.2 The Seller may rescind or terminate this Agreement if the Purchaser fails to pay the Price of the Shares by the Settlement Date.

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

9.8 Governing law and jurisdiction

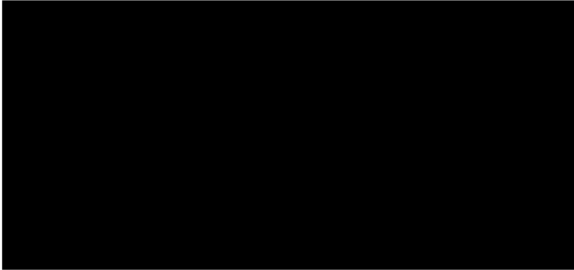
- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.

- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

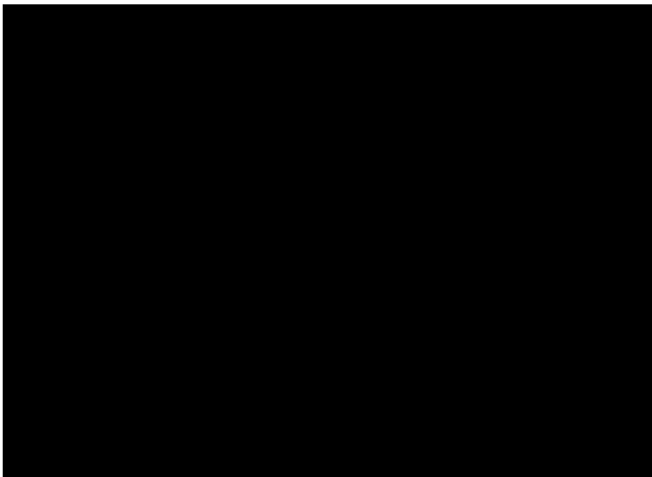
[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER



PURCHASER



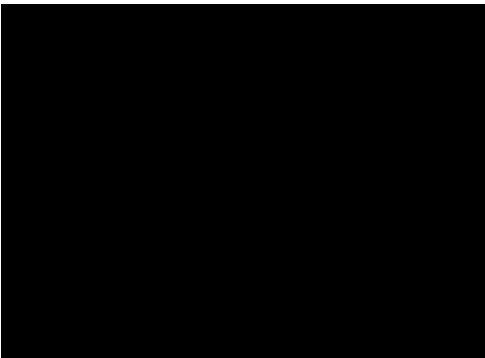
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

RWC ASSET MANAGEMENT LLP

(For and on behalf of Redwheel Funds - Redwheel Biodiversity Fund)

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **RWC ASSET MANAGEMENT LLP**, a company incorporated and validly existing under the laws of England and Wales, with registered office at Verde 4th Floor, 10 Bressenden Place, London, SW1E 5DH and registered with the Financial Conduct Authority, for and on behalf of the Redwheel Funds - Redwheel Biodiversity Fund, a sub-fund of Redwheel Funds (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A- 64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller is the sole legal and beneficial owner of 800 shares in the Company (the “**Shares**”).
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (i) “**Iberclear**” has the meaning set out in Recital (C).
- (j) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (k) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (l) “**Offer**” has the meaning set out in Recital (B).
- (m) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (n) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (o) “**Price**” has the meaning set out in Clause 3.1.
- (p) “**Price per Share**” has the meaning set out in Clause 3.1.
- (q) “**Purchaser**” has the meaning set out in Parties (2).
- (r) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (s) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (t) “**Seller**” has the meaning set out in Parties (1).
- (u) “**Settlement Date**” has the meaning set out in Clause 5.1.
- (v) “**Shares**” has the meaning set out in Recital (D).
- (w) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (x) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (y) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 8,520 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT (*CONDICIÓN SUSPENSIVA*)**

- 4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the condition precedent (*condición suspensiva*) of the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Condition Precedent**”).
- 4.2 The Purchaser may waive at its sole discretion the Condition Precedent by written notice to the Seller.

5. **SETTLEMENT**

- 5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of the Condition Precedent (the “**Settlement Date**”) by means of:
 - (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
 - (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.
- 5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:
 - (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s custodian to directly or indirectly through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
 - (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s

Custodian on the Seller's behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and

- (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser as at the date of this Agreement and as at the Settlement Date as follows:

- (a) The Seller is the sole legal and beneficial owner of the Shares, which are free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (b) The Seller has no interest in the issued share capital of the Company other than the Shares.
- (c) To the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Shares owned by the Seller.

7. PURCHASES OF ADDITIONAL SHARES

If, at any time prior to the Offer closing for acceptances, lapsing or being withdrawn, the Seller acquires or agrees to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company (the “**Additional Shares**”), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to such Additional Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7 of this Agreement at any time by written notice to the Seller (email sufficient).

8. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

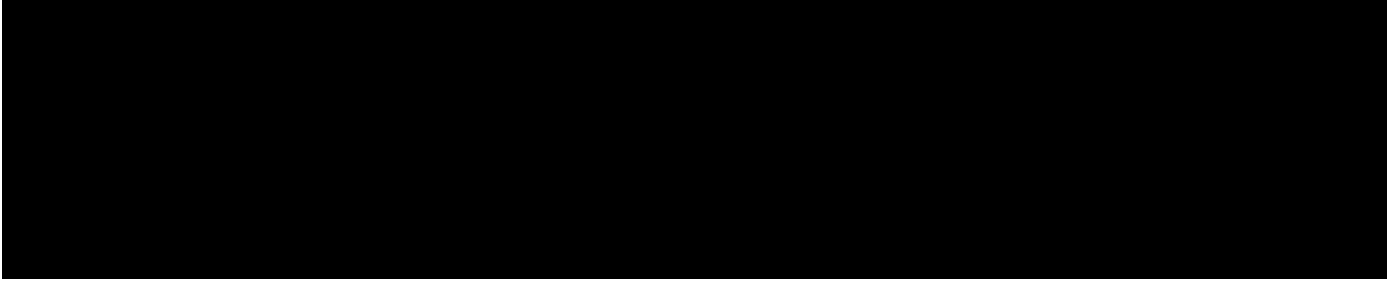
9.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with the common laws of the Kingdom of Spain (*derecho común español*).
- (b) All disputes arising out of or in connection with this Agreement shall be finally settled under the Courts of the city of Madrid.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

RWC ASSET MANAGEMENT LLP

(For and on behalf of Redwheel Funds - Redwheel Biodiversity Fund)



PURCHASER

By:

Title:

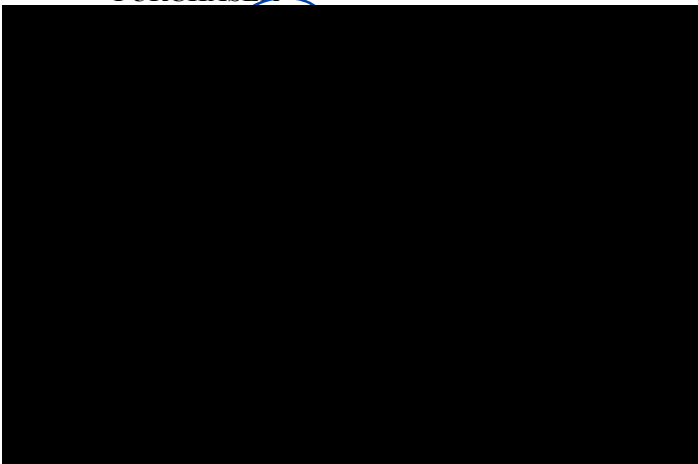
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

RWC ASSET MANAGEMENT LLP

(For and on behalf of Redwheel European Focus Master Inc)

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **RWC ASSET MANAGEMENT LLP**, a company incorporated and validly existing under the laws of England and Wales, with registered office at Verde 4th Floor, 10 Bressenden Place, London, SW1E 5DH and registered with the Financial Conduct Authority, for and on behalf of Redwheel European Focus Master Inc (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A- 64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller is the sole legal and beneficial owner of 2,500,000 shares in the Company (the “**Shares**”).
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

- 1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:
 - (a) “**Agreement**” means this share sale and purchase agreement.
 - (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (i) “**Iberclear**” has the meaning set out in Recital (C).
- (j) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (k) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (l) “**Offer**” has the meaning set out in Recital (B).
- (m) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (n) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (o) “**Price**” has the meaning set out in Clause 3.1.
- (p) “**Price per Share**” has the meaning set out in Clause 3.1.
- (q) “**Purchaser**” has the meaning set out in Parties (2).
- (r) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (s) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (t) “**Seller**” has the meaning set out in Parties (1).
- (u) “**Settlement Date**” has the meaning set out in Clause 5.1.
- (v) “**Shares**” has the meaning set out in Recital (D).
- (w) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (x) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (y) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 26,625,000 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT (*CONDICIÓN SUSPENSIVA*)**

- 4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the condition precedent (*condición suspensiva*) of the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Condition Precedent**”).
- 4.2 The Purchaser may waive at its sole discretion the Condition Precedent by written notice to the Seller.

5. **SETTLEMENT**

- 5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of the Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

- 5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s custodian to directly or indirectly through its chain of sub-custodians:
- (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
- (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
- (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s

Custodian on the Seller's behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and

- (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser as at the date of this Agreement and as at the Settlement Date as follows:

- (a) The Seller is the sole legal and beneficial owner of the Shares, which are free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (b) The Seller has no interest in the issued share capital of the Company other than the Shares.
- (c) To the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Shares owned by the Seller.

7. PURCHASES OF ADDITIONAL SHARES

If, at any time prior to the Offer closing for acceptances, lapsing or being withdrawn, the Seller acquires or agrees to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company (the “**Additional Shares**”), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to such Additional Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7 of this Agreement at any time by written notice to the Seller (email sufficient).

8. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

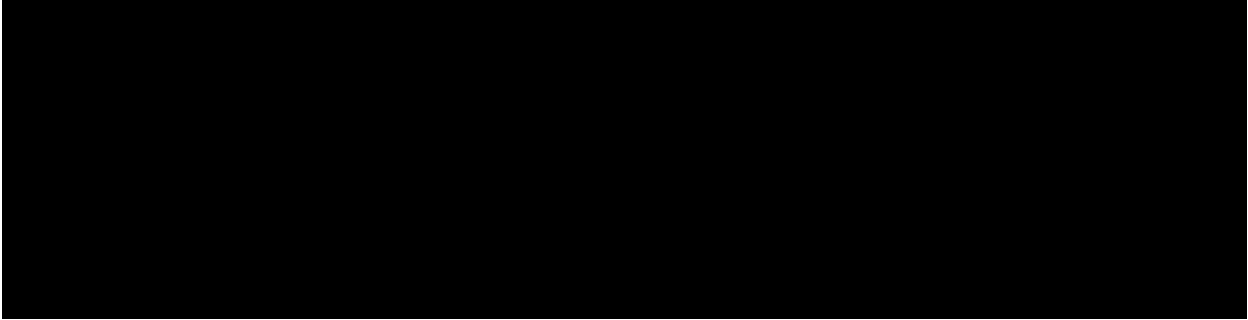
9.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with the common laws of the Kingdom of Spain (*derecho común español*).
- (b) All disputes arising out of or in connection with this Agreement shall be finally settled under the Courts of the city of Madrid.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

RWC ASSET MANAGEMENT LLP

(For and on behalf of Redwheel European Focus Master Inc)



PURCHASER

By:

Title:

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

BOLDHAVEN MANAGEMENT LLP

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **BOLDHAVEN MANAGEMENT LLP**, a company incorporated and validly existing under the laws of England and Wales, with registered office at 100 Wigmore Street, London, W1U 3RN and registered with the FCA and SEC (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 1,038,998 shares in the Company (the “**Shares**”) pursuant certain equity swaps (contracts for difference), which give the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”), entered into with Morgan Stanley Capital Services LLC and Citigroup Global Markets Limited (GCML) (the “**Counterparty Banks**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Banks**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 11,065,328.70 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the

avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT**

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following condition precedents (each a “**Condition Precedent**”):

- (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.

4.3 The Seller shall: (i) as soon as possible following the date of this Agreement, request the Counterparty Banks (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.

4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and

- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

5.5 Notwithstanding anything else set forth in this Agreement, the Parties hereby agree to discuss in good faith alternative structures for settlement of the Transaction to ensure administrative and tax efficiency promptly following the date of this Agreement. To the extent, reasonably for both Parties, a more efficient and beneficial settlement structure is available to the Parties to settle this Transaction, the Parties agree to implement the Transaction via such alternative structure.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The terms of the Derivative Contract(s) permit the Seller to request the delivery of the Shares to the Seller and the Seller reasonably expects the Counterparty Banks to consent to the delivery of the Shares for commercial purposes.

- (c) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (d) As at the date of this Agreement and as at the Settlement Date, the Seller has no exposure to the issued share capital of the Company other than the Shares.
- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. PURCHASES OF ADDITIONAL SHARES AND NO SALE OF SHARES

7.1 If, at any time prior to the Offer closing for acceptances, lapsing or being withdrawn, the Seller acquires or agrees to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company (the "**Additional Shares**"), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7.1, provided that, for these purposes:

- (a) references to "Shares" shall be construed as a reference to such Additional Shares; and
- (b) references to "Price" shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7.1 of this Agreement at any time by written notice to the Seller (email sufficient).

7.2 The Seller shall not for a period of 12 months following the date of this Agreement, sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right over, or otherwise dispose of or deal with or permit any such action to occur in respect of all or any of the Shares or any interest in any of them, except pursuant to this Agreement.

8. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

9.8 Governing law and jurisdiction

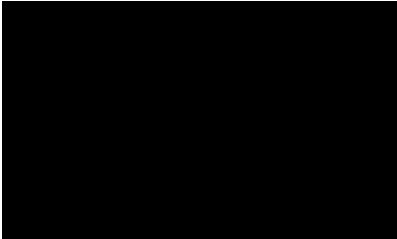
- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.

- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER



PURCHASER

By:

Title:

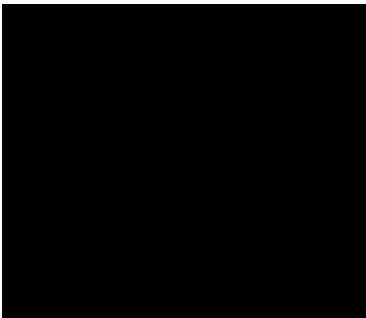
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SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

Maven Investment Partners Ltd

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **Maven Investment Partners Ltd**, a company incorporated and validly existing under the laws of England and Wales, with registered office at Level 7, 155 Bishopsgate, London, EC2M 3TQ (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 512,837 shares in the Company (the “**Shares**”) pursuant to a total return swap contract, which gives the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with J.P. Morgan Plc (the “**Counterparty Bank**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Conditions Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

- 1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:
 - (a) “**Agreement**” means this share sale and purchase agreement.
 - (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.5.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Conditions Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 5,461,714.05 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the

avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following conditions precedent (each a “**Condition Precedent**”):

- (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.

4.3 The Seller shall: (i) as soon as possible following the date of this Agreement, request the Counterparty Bank (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Conditions Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Conditions Precedent with respect to the Conversion by written notice to the Purchaser.

4.4 In the event that the Seller is unable to complete the Conversion following the Seller's request to terminate the Derivative Contract(s) in 4.3, such that the Seller is unable to deliver the Shares by the Settlement Date, then this Agreement shall expire without liability on the part of the Seller, its Custodian, Counterparty Bank or its or their respective agents to the extent and provided that it has used all commercially reasonable efforts to achieve the Conversion.

4.5 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.5 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The Seller will request the termination of the Derivative Contract(s) to the Counterparty Bank in accordance with Clause 4.3.
- (c) Subject to Clause 4.4 above, as at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Converted Shares, which will be free from all liens,

encumbrances and third party rights and include all the voting and other rights attached thereto.

- (d) As at the date of this Agreement, the Seller has no exposure to the issued share capital of the Company other than the Shares and the interest previously disclosed to the Purchaser prior to the execution of this Agreement (which interest are subject to a certain other share purchase agreement entered into between the Seller and the Purchaser).
- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. PURCHASES OF ADDITIONAL SHARES

7.1 If, at any time prior to the Settlement Date, in respect of the Purchaser's European Risk Arbitrage Desk only ("the Desk"), should the Desk acquire or agree to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company, other than to achieve the Conversion in the event the Counterparty Bank does not deliver, or only delivers part of the Shares, to the Seller (the "**Additional Shares**"), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7.1, provided that, for these purposes:

- (a) references to "Shares" shall be construed as a reference to such Additional Shares; and
- (b) references to "Price" shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7.1 of this Agreement at any time by written notice to the Seller (email sufficient).

8. NO RIGHTS OF RESCISSION OR TERMINATION

8.1 Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date or, (iii) as provided under Clause 8.2, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8.2 The Seller may rescind or terminate this Agreement if the Purchaser fails to pay the Price of the Shares by the Settlement Date.

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

9.8 Governing law and jurisdiction

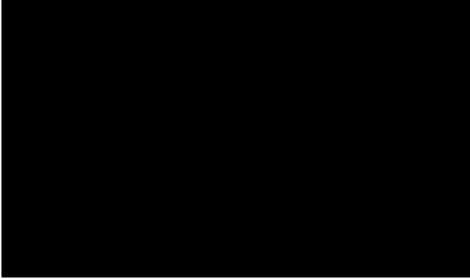
- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.

- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

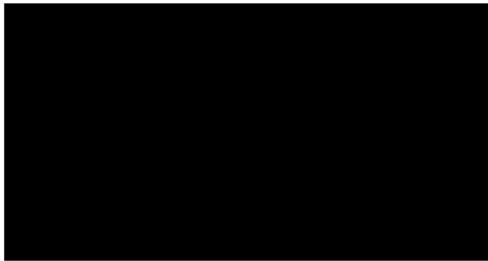
[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER



PURCHASER



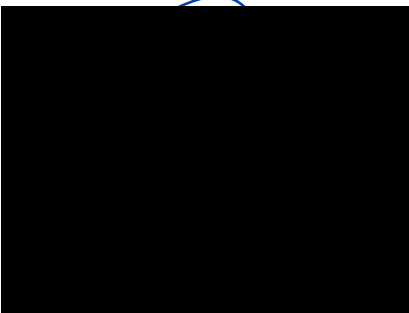
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

MELQART ASSET MANAGEMENT (UK) LIMITED

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **MELQART ASSET MANAGEMENT (UK) LIMITED**, a company incorporated and validly existing under the laws of England and Wales, with registered office at 5 St James Square, London, United Kingdom with registration number 9474731, solely in its capacity as investment manager for certain of its clients funds and accounts as set out below (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Appplus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the funds or accounts managed or advised on a discretionary basis by the Seller (Seller Clients) has exposure to shares in the Company (the “**Total Shares**”) pursuant to derivative contracts which gives the Seller clients set out below (the “**Seller Clients**”) economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with certain counterparty banks (each a “**Counterparty Bank**”) as set out below.

Seller Client	Underlying Company Share Exposure (as of 22/1/2024)	Derivative Contract Type	Counterparty Bank
DS Liquid DIV RVA MEL, LLC (“ DSLIQ ”)	514,882	Total Return Swap	Morgan Stanley
Melqart Event Driven UCITS Fund (“ MEDUF ”)	484,036	Total Return Swap	SEB
Melqart Opportunities Master Fund Ltd (“ MOMF ”)	1,519,495	Total Return Swap	UBS

	1,302,229	Total Return Swap	Morgan Stanley
TOTAL	3,820,642		

- (E) The Seller is willing to instruct the Seller Clients to partially convert or exchange the Derivative Contract(s) held by Seller Clients as set out above into 1,910,321 physical shares in the Company (the “**Shares**”) to facilitate its arrangements under this Agreement.
- (F) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares held by the Seller Clients, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (G) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.
- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).

- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller Clients**” has the meaning set out in Recital (D).
- (aa) “**Seller Client’s Custodian**” means custodians notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (bb) “**Settlement Date**” has the meaning set out in Clause 5.1.
- (cc) “**Shares**” has the meaning set out in Recital (E).
- (dd) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (ee) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ff) “**Total Shares**” has the meaning set out in Recital (D).
- (gg) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1** On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to instruct the Seller Clients to convert or exchange the Derivative Contract(s) held by Seller Clients as set out above into physical Shares and subject to such conversion to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller’s Clients, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2** The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.

2.3 The Seller hereby agrees that it shall not without written consent from the Purchaser make any transactions with respect to the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share ("**Price per Share**"), this is, EUR 20,344,918.65 for all the Shares (the "**Price**"), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the "**Initial Offer Price**").
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the "**Final Offer Price**") and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the "**Sold Shares**") to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the "**Sale of Shares to a Third Party**"), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the "**Anti-embarrassment Payment**").
- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

"**Permitted Transferee**" means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT**

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following condition precedents (each a “**Condition Precedent**”):

- (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
- (b) the Seller Clients having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.

4.3 The Seller shall: (i) as soon as possible following the date of this Agreement, request the Counterparty Bank (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller Clients the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to the Seller Clients ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.

4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. **SETTLEMENT**

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus

- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller Client's Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller Client's Custodian to directly / indirectly, through its chain of sub-custodians, as applicable:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser's Custodian on the Purchaser's behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser's Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller Client's Custodian on the Seller's behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.

- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller Clients have exposure to the Shares pursuant to the Derivative Contract(s) as set out above.
- (b) The terms of the Derivative Contract(s) permit the Seller to request the delivery of the Shares to the Seller Clients and the Seller reasonably expects the Counterparty Bank to consent to the delivery of the Shares for commercial purposes.
- (c) As at the Settlement Date, the Seller Clients will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (d) The Seller Clients will be instructed to convert 50% of their exposure as set out in Recital D. As at the date of this Agreement, the Seller Clients in respect of funds or accounts managed by the Seller have no exposure (beyond the exposure to the remaining 50% of the Total Shares) to the issued share capital of the Company other than the Shares or Derivative Contract(s) as applicable.
- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Seller Client's holdings of the Derivative Contract(s) and/or the Shares.

7. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8. MISCELLANEOUS

8.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

8.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement. The Seller may assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part to the Seller Client's in relation to each of their respective interests, provided that there shall be no encumbrances or security interest over the Shares or the Derivative Contract(s) on the Settlement Date.

8.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

8.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

8.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

8.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

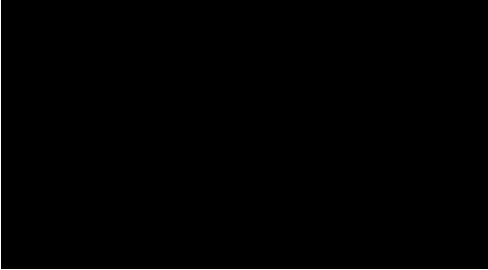
8.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER



PURCHASER

By:

Title:

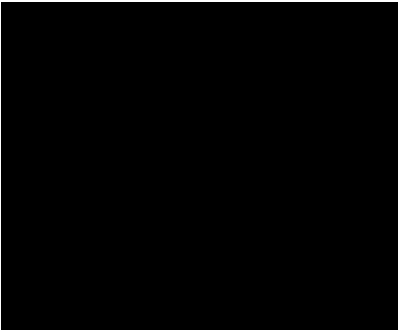
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

MILLENNIUM PARTNERS, L.P.

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **MILLENNIUM PARTNERS, L.P.**, a company incorporated and validly existing under the laws of the Cayman Islands, with registered office at c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to (among others) 1,145,000 shares in the Company (the “**Shares**”) pursuant to certain derivative contracts which gives the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with certain counterparty bank (the “**Counterparty Bank**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not enter into and/or consummate any transactions, including sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right, with respect to all or part of the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 12,194,250 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per

Share during the twenty four (24) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. CONDITION PRECEDENT

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following condition precedents (each a “**Condition Precedent**”):

- (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) within two (2) months from the date of this Agreement (the “**Regulatory Condition**”); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

4.2 The Purchaser may waive at its sole discretion the Regulatory Condition before the end of the term set out in clause 4.1(a) above by written notice to the Seller.

4.3 The Seller shall: (i) as soon as possible following the date of this Agreement, request the Counterparty Bank (A) to terminate the Derivative Contract(s) and (B) to either deliver to the Seller the Shares or instruct the Counterparty Bank to deliver the Shares directly to the Purchaser following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event upon satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.

4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to directly (or indirectly through its chain of sub-custodians):
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against

simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

- 5.4** Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians or the Counterparty Bank (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder (including, at the option of the Seller, by direct delivery of the Shares by the Counterparty Bank to the Purchaser), and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1** Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

- 6.2** The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The terms of the Derivative Contract(s) do not restrict the Seller from requesting the delivery of the Shares to the Seller and the Seller reasonably expects, upon Seller's request following the public announcement of the Transaction, the Counterparty Bank to consent to the delivery of the Shares for commercial purposes.

- (c) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (d) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. ACKNOWLEDGMENT

The Purchaser acknowledges that:

- (a) the Seller and any of its affiliates (including any entity or fund managed by the group of the Seller's investment manager) may, now or in the future (i) own shares of the Company; (ii) enter into any transaction in respect of the shares of the Company (including, without limitation, buy, sell, borrow, lend or tender any shares); and/or (iii) enter into any derivative instrument or other transaction that gives the Seller any exposure to the shares of the Company or that has those shares as underlying; and
- (b) the obligations and undertakings of the Seller under this Agreement (including under Clause 4.3) are limited to the Shares (as defined herein) and will not extend to any other shares of the Company.

8. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, shall publicly disclose this Agreement and the terms of the Transaction through the CNMV subject to and in accordance with applicable law and regulations.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any

Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

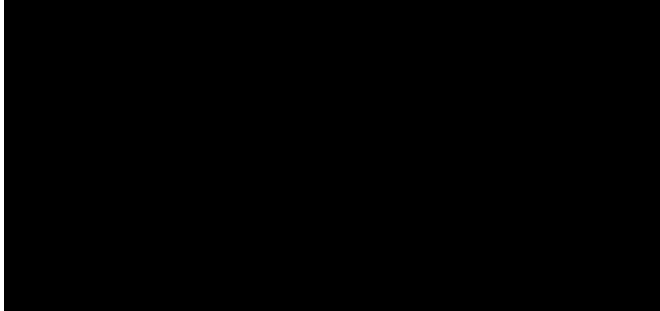
9.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

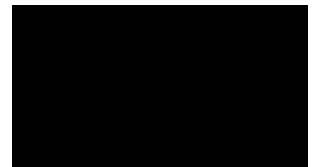
SELLER



PURCHASER

By:

Title:



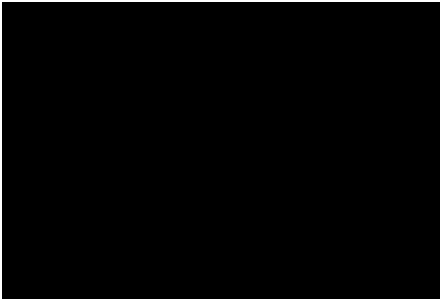
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SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

**Samson Rock Capital LLP as Investment Manager for and on behalf of Samson
Rock Event Driven Master Fund Limited**

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) Samson Rock Capital LLP, with registered office at 2 Stephen Street, W1T 1AN London, United Kingdom, as Investment Manager for and on behalf of Samson Rock Event Driven Master Fund Limited (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 7,908,397 shares in the Company (the “**Shares**”) pursuant to various derivative contracts which give the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Conditions Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not make any transactions, including sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right, with respect to all or part of the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 84,224,428.05 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per

Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following conditions precedent (each a “**Condition Precedent**”):

- (a) the Offer, i.e., acquisition of control over the Company, having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated or unwound and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.

4.3 The Seller shall as soon as possible following a public announcement by the Purchaser disclosing this Agreement use all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.

4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and

- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of all Conditions Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodians, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodians to directly or indirectly through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodians on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (c) As at the date of this Agreement, the Seller has no exposure to the issued share capital of the Company other than the Shares.
- (d) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

6.3 Purchaser undertakes not to sign, prior to later of (i) 9:00 a.m. CET on the date hereof and (ii) the time the first public announcement related to this Agreement is made (such time, the “**Trigger Time**”), additional share purchase agreements similar to this Agreement relating to the acquisition of shares of the Company that would result in the Purchaser agreeing (as of the Trigger Time) to purchase such number of shares representing in aggregate more than 25% of the share capital of the Company as of such time; provided however, for avoidance of doubt, nothing in this undertaking shall prohibit, restrict or otherwise limit the Purchaser from purchasing additional shares of the Company in any manner following the Trigger Time.

7. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People’s Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8. MISCELLANEOUS

8.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

8.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

8.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

8.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

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- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

8.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

8.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be London,

SELLER

Samson Rock Capital LLP as Investment Manager for and on behalf of Samson Rock Event Driven Master Fund Limited



PURCHASER



[Signature Page to the Sale and Purchase Agreement]

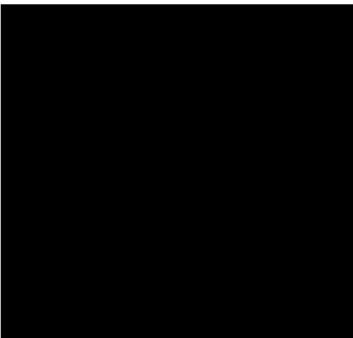
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SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

Sand Grove Capital Management LLP, acting in its capacity as investment manager or sub-advisor to Sand Grove Opportunities Master Fund Ltd and certain other managed accounts (as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **Sand Grove Capital Management LLP**, with registered office at 1 Great Cumberland Place, London W1H 7AL United Kingdom and registered with the United Kingdom Financial Conduct Authority, acting in its capacity as investment manager or sub-advisor to Sand Grove Opportunities Master Fund Ltd and certain other managed accounts (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) The Seller enters into this Agreement with respect to its exposure to 4,368,635 shares in the Company (the “**Shares**”) pursuant to various derivative contracts which give the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”). The Seller will use commercially reasonable efforts to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement. Notwithstanding the foregoing, the Seller has exposure to additional shares that are not subject to the terms of this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.

- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.
- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**New Shares**” has the meaning set out in Clause 2.3.
- (q) “**Offer**” has the meaning set out in Recital (B).
- (r) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (s) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (t) “**Price**” has the meaning set out in Clause 3.1.
- (u) “**Price per Share**” has the meaning set out in Clause 3.1.
- (v) “**Purchaser**” has the meaning set out in Parties (2).
- (w) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (x) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (y) “**Sale to a Third Party**” has the meaning set out in Clause 3.3(a).
- (z) “**Seller**” has the meaning set out in Parties (1).

- (aa) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (bb) “**Settlement Date**” has the meaning set out in Clause 5.1.
- (cc) “**Shares**” has the meaning set out in Recital (D).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Conditions Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Purchaser acknowledges that the Seller may purchase additional shares, or derivative contracts that give the Seller economic exposure to additional shares, at any time prior to, or after, the Settlement Date (together, the “**New Shares**”). The New Shares will not be subject to this Agreement.
- 2.4 For the purposes of clarity, the Seller will not make any transaction, such as the sale, transfer, charge, pledge or other encumbrance, with respect to all or part of the Shares or the Derivative Contract(s) subject to this Agreement, provided that any transfer to an affiliate of the Seller shall be considered a permitted transfer.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 46,525,962.75 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1)

Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If during the twenty-four (24) months following the Settlement Date, (X) a third party that is not a Permitted Transferee completes a takeover bid to acquire shares in the Company at a price per share of the Company that is higher than the Price per Share, or, (Y) neither the Purchaser nor a third party that is not a Permitted Transferee completes a takeover bid to acquire a majority of the shares and the Purchaser or its Permitted Transferee sells all or part of the Shares to a third party that is not a Permitted Transferee as part of a market sale or a bilateral sale process (block trade) or a tender of stock into another voluntary or mandatory takeover offer for the shares of the Company, in each case at a price higher than the Price per Share (each, a **“Sale to a Third Party”**) (for the avoidance of doubt, irrespective of whether the Purchaser has agreed to sell the Shares as part of such Sale to a Third Party), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per share of the Company paid by such third party pursuant to such Sale to a Third Party and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the **“Anti-embarrassment Payment”**).
- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within fifteen (15) Business Days from the completion of the Sale to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“Permitted Transferee” means any affiliates of the Purchaser.

4. CONDITIONS PRECEDENT

- 4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following conditions precedent (each a **“Condition Precedent”**):
- (a) the Offer, i.e., acquisition of control over the Company, having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the **“Regulatory Condition”**); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated or unwound and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the **“Conversion”**).
- 4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.
- 4.3 The Seller shall as soon as practicable following a public announcement by the Purchaser disclosing this Agreement use all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event within 10 Business Days following the entry into this Agreement. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the

Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.

- 4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:
- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
 - (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

- 5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of all Conditions Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodians, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent.

- 5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodians to directly or indirectly through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodians on the Seller’s behalf against the simultaneous purchase and

acquisition of all, but not part of, the Shares from the Seller; and

- (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

6.1 Each of the Parties hereby represents and warrants and undertakes to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).

- (b) As at the Settlement Date, the Seller will use commercially reasonable efforts to be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (c) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

6.3 Purchaser undertakes not to sign, prior to later of (i) 9:00 a.m. CET on the date hereof and (ii) the time the first public announcement related to this Agreement is made (such time, the "**Trigger Time**"), additional share purchase agreements similar to this Agreement relating to the acquisition of shares of the Company that would result in the Purchaser agreeing (as of the Trigger Time) to purchase such number of shares representing in aggregate more than 25% of the share capital of the Company as of such time; provided however, for avoidance of doubt, nothing in this undertaking shall prohibit, restrict or otherwise limit the Purchaser from purchasing additional shares of the Company in any manner following the Trigger Time.

7. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8. MISCELLANEOUS

8.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

8.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that (i) the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement and (ii) the Seller may assign its claims, rights and obligations pursuant to this Agreement to its affiliates who at the relevant time hold and/or own the Shares and/or the Derivative Contract(s) or is otherwise creditworthy.

8.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is

necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

8.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

8.6 Non-Recourse; Recourse Against Non-Party Affiliate

All claims, obligations, liabilities, or causes of action (whether in contract, common or statutory law, equity or otherwise) that arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, may be made only against the Parties. Notwithstanding, should the Purchaser have insufficient assets to satisfy its payment obligations set forth in Section 3 of this Agreement, the Seller will be entitled to pursue the Purchaser's parent companies up until and including the investment funds that are invested in the Purchaser for satisfaction of said payment obligations.

8.7 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

8.8 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

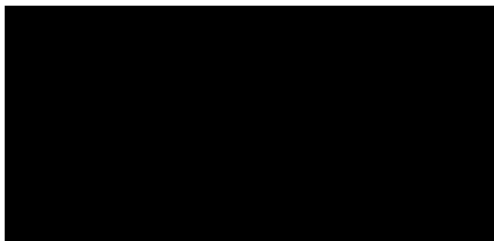
8.9 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

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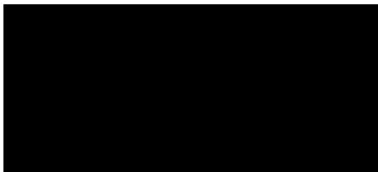
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be London,

SELLER

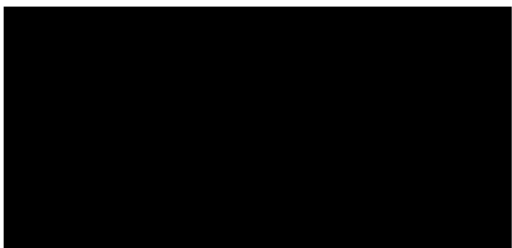


By: Sand Grove Capital Management LLP, acting in its capacity as investment manager or sub-advisor to Sand Grove Opportunities Master Fund Ltd and certain other managed accounts

Title:



PURCHASER



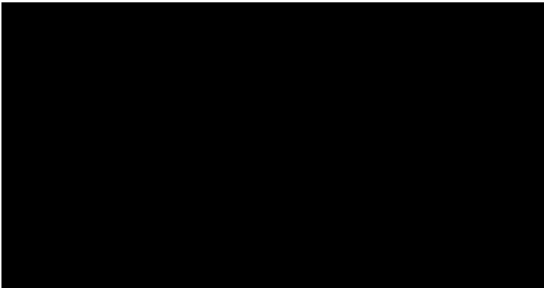
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SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

The Segantii Asia-Pacific Equity Multi-Strategy Fund

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **The Segantii Asia-Pacific Equity Multi-Strategy Fund**, an exempted company incorporated and validly existing under the laws of the Cayman Islands, with registered office at C/O Campbells Corporate Services Limited, 6th Floor, Willow House, Cricket Square, Grand Cayman, KY1-9010, Cayman Islands and registered with company number CB-198442 (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Appplus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 1,972,860 shares in the Company (the “**Shares**”) pursuant to a series of total return swaps or similar derivative instruments, which gives the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with Barclays Bank plc (the “**Counterparty Bank**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Conditions Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.

- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.
- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).

- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.
- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Conditions Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 21,010,959 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”)

to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following conditions precedent (each a “**Condition Precedent**”):

- (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.

4.3 The Seller shall: (i) as soon as possible following the date of this Agreement, request the Counterparty Bank (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Conditions Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Conditions Precedent with respect to the Conversion by written notice to the Purchaser.

4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Conditions Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The terms of the Derivative Contract(s) permit the Seller to request the delivery of the Shares to the Seller and the Seller reasonably expects the Counterparty Bank to consent to the delivery of the Shares for commercial purposes.
- (c) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (d) As at the date of this Agreement and as at the Settlement Date, the Seller has no exposure to the issued share capital of the Company other than the Shares.

- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. PURCHASES OF ADDITIONAL SHARES AND NO SALE OF SHARES

7.1 If, at any time prior to the Offer closing for acceptances, lapsing or being withdrawn, the Seller acquires or agrees to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company, other than to the extent necessary to fulfil its obligations under this Agreement (the "**Additional Shares**"), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7.1, provided that, for these purposes:

- (a) references to "Shares" shall be construed as a reference to such Additional Shares; and
- (b) references to "Price" shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7.1 of this Agreement at any time by written notice to the Seller (email sufficient).

7.2 The Seller shall not for a period of 12 months following the date of this Agreement, sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right over, or otherwise dispose of or deal with or permit any such action to occur in respect of all or any of the Shares or any interest in any of them, except pursuant to this Agreement or to the extent necessary to fulfil its obligations under this Agreement.

8. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV. The announcement that the Purchaser has entered into the Agreement will be made within 1 Business Days following the entry into this Agreement.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

9.8 Governing law and jurisdiction

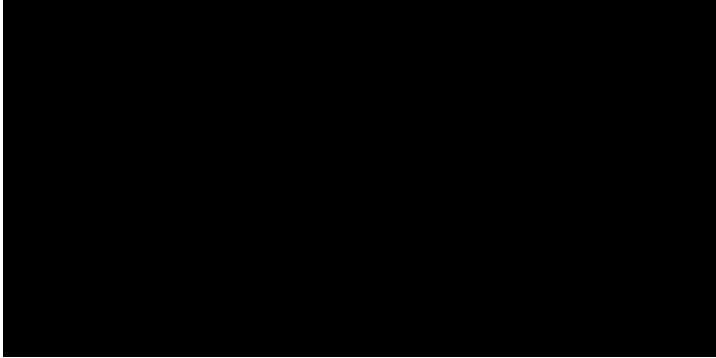
- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.

- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

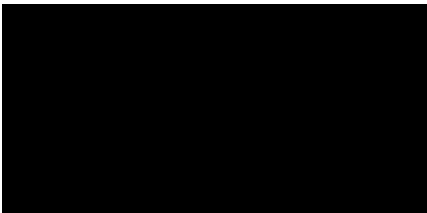
[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER



PURCHASER



[Signature Page to the Sale and Purchase Agreement]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



SHARE PURCHASE AGREEMENT

By and among

TIG Advisors, LLC

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) TIG Advisors, LLC, a company incorporated and validly existing under the laws of Delaware, USA, with principal office at 520 Madison Avenue, 26th Floor, New York, NY 10022 (the “**Seller**”), on behalf of the funds and accounts listed in Schedule A attached hereto; and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 3,282,260 shares in the Company (the “**Shares**”) pursuant to an ISDA , which gives the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with Goldman Sachs & Co, JPMorgan Chase Bank, N.A., UBS AG, Merrill Lynch International, and Morgan Stanley & Co. International Limited (collectively, the “**Counterparty Banks**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Banks**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not make any transactions with respect to the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 34,956,069 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per Share during the twelve (12) months following the Settlement Date (including, for the

avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT**

4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following condition precedents (each a “**Condition Precedent**”):

- (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.

4.3 The Seller shall: (i) as soon as possible following the date of this Agreement, request the Counterparty Banks (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.

4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and

- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to directly or indirectly through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

5.4 Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

6.2 The Seller further represents, warrants and undertakes to the Purchaser as follows:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The Seller will request the termination of the Derivative Contract(s) to the Counterparty Banks in accordance with Clause 4.3.
- (c) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.
- (d) As at the date of this Agreement, the Seller has no exposure to the issued share capital of the Company other than the Seller's exposure to the Shares pursuant to the Derivative Contract(s).

- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. PURCHASES OF ADDITIONAL SHARES AND NO SALE OF SHARES

7.1 If, at any time prior to the Offer closing for acceptances, lapsing or being withdrawn, the Seller acquires or agrees to acquire or hold (or cause any other person to acquire or agree to acquire or hold) any shares of the Company, or any direct or indirect interest in any shares of the Company (the "**Additional Shares**"), the Seller shall sell and transfer such Additional Shares to the Purchaser (or procure the transfer of such Additional Shares to the Purchaser) and the Purchaser shall purchase such Additional Shares for an amount per share equal to the Price per Share (which may be further increased on the same basis as provided in Clauses 3.2 and 3.3). For the avoidance of doubt, the terms of this Agreement shall apply *mutatis mutandis* to any sale and purchase of any Additional Shares pursuant to this Clause 7.1, provided that, for these purposes:

- (a) references to "Shares" shall be construed as a reference to such Additional Shares; and
- (b) references to "Price" shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of such Additional Shares.

The Purchaser has a right to unilaterally waive and terminate the rights and obligations set forth in this Clause 7.1 of this Agreement at any time by written notice to the Seller (email sufficient).

7.2 The Seller shall not for a period of 12 months following the date of this Agreement, sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right over, or otherwise dispose of or deal with or permit any such action to occur in respect of all or any of the Shares or any interest in any of them, except pursuant to this Agreement.

8. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

9. MISCELLANEOUS

9.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

9.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any

right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

9.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

9.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

9.6 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.
- (b) In the event the Parties execute this Agreement in counterparts as referred to in this Clause, they shall promptly, following such execution, provide the other Party with signed originals using an internationally recognised courier company.

9.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

9.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

[The remainder of this page intentionally left blank – Signature pages follow]

IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER



PURCHASER

By:

Title:

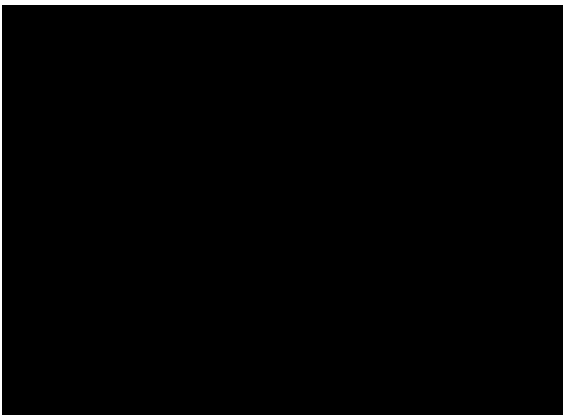
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be Madrid,

SELLER

By:

Title:

PURCHASER



Schedule A

TIG Arbitrage Associates Master Fund, L.P.

TIG Arbitrage Enhanced Master Fund, L.P.

Molecule Master, L.P.

PM Manager Fund, SPC. – Segregated Portfolio 14

Managed Fund / Tiedemann Arbitrage Enhanced Fund Limited

Amundi Tiedemann Arbitrage Strategy Fund

SHARE PURCHASE AGREEMENT

By and among

**ALPHAS MANAGED ACCOUNTS PLATFORM LXXVII LIMITED ACTING
IN RELATION TO THE MAN EQUITY MARKET NEUTRAL SEGREGATED
PORTFOLIO**

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **ALPHAS MANAGED ACCOUNTS PLATFORM LXXVII LIMITED** acting in relation to the **MAN EQUITY MARKET NEUTRAL SEGREGATED PORTFOLIO** acting by its sub-sub-investment manager GLG Partners LP (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 48,106 shares in the Company (the “**Shares**”) pursuant to a swap, which gives the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with Morgan Stanley (the “**Counterparty Bank**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. **SALE AND PURCHASE**

- 2.1 On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2 The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3 The Seller hereby agrees that it shall not enter into and/or consummate any transactions, including sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right, with respect to all or part of the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. **PRICE**

3.1 **Price and Price per Share**

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 512,328.90 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 **Earn-out**

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 **Anti-embarrassment**

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per

Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT**

- 4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following condition precedents (each a “**Condition Precedent**”):
 - (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
 - (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).
- 4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.
- 4.3 The Seller shall: (i) as soon as possible following a public announcement by the Purchaser of this Agreement, request the Counterparty Bank (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.
- 4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to directly or indirectly, through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against

simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

- 5.4** Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1** Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

- 6.2** The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The terms of the Derivative Contract(s) permit the Seller to request the delivery of the Shares to the Seller and the Seller reasonably expects the Counterparty Bank to consent to the delivery of the Shares for commercial purposes.
- (c) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.

- (d) As at the date of this Agreement and as at the Settlement Date, the Seller has no exposure to the issued share capital of the Company other than the Shares.
- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8. MISCELLANEOUS

8.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

8.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

8.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

8.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

8.6 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.

8.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

8.8 Governing law and jurisdiction

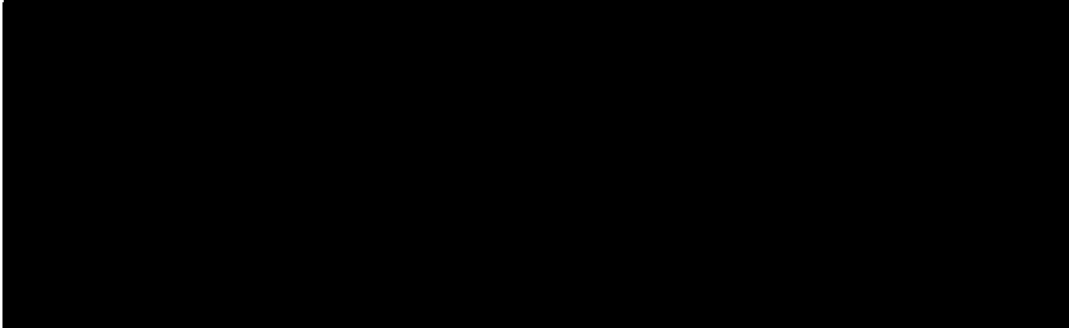
- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

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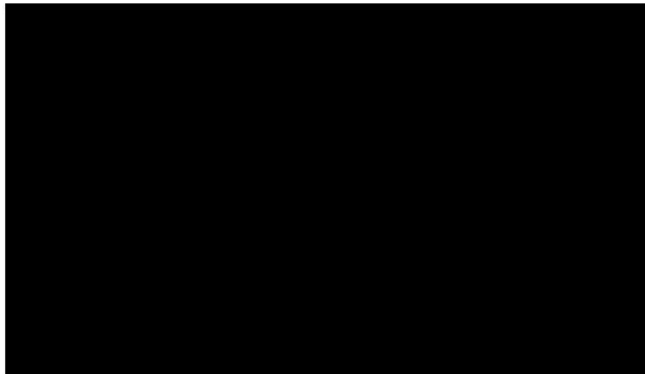
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be London,

SELLER

GLG PARTNERS LP, acting by **GLG PARTNERS LIMITED**, its general partner, acting in its capacity as investment manager, sub-investment manager or sub-sub-investment manager (as applicable), on behalf of **ALPHAS MANAGED ACCOUNTS PLATFORM LXXVII LIMITED ACTING IN RELATION TO THE MAN EQUITY MARKET NEUTRAL SEGREGATED PORTFOLIO**



PURCHASER



SHARE PURCHASE AGREEMENT

By and among

**MAN GLG EVENT DRIVEN ALTERNATIVE, A SUB-FUND OF MAN
FUNDS VI PLC**

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **MAN GLG EVENT DRIVEN ALTERNATIVE**, a sub-fund of **MAN FUNDS VI PLC** (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) **Applus Services, S.A.** is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 1,083,300 shares in the Company (the “**Shares**”) pursuant to a swap, which gives the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with Barclays (the “**Counterparty Bank**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
- (s) “**Price**” has the meaning set out in Clause 3.1.
- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1** On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2** The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3** The Seller hereby agrees that it shall not enter into and/or consummate any transactions, including sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right, with respect to all or part of the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 11,537,145.00 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per

Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT**

- 4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following condition precedents (each a “**Condition Precedent**”):
 - (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
 - (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).
- 4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.
- 4.3 The Seller shall: (i) as soon as possible following a public announcement by the Purchaser of this Agreement, request the Counterparty Bank (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.
- 4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to directly or indirectly, through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against

simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

- 5.4** Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1** Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

- 6.2** The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The terms of the Derivative Contract(s) permit the Seller to request the delivery of the Shares to the Seller and the Seller reasonably expects the Counterparty Bank to consent to the delivery of the Shares for commercial purposes.
- (c) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.

- (d) As at the date of this Agreement and as at the Settlement Date, the Seller has no exposure to the issued share capital of the Company other than the Shares.
- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8. MISCELLANEOUS

8.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

8.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

8.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

8.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

8.6 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.

8.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

8.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

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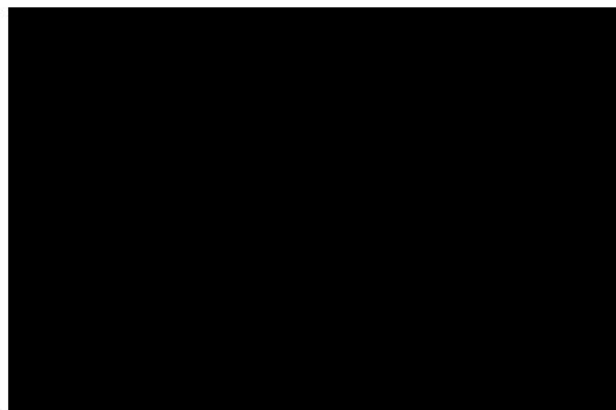
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be London,

SELLER

GLG PARTNERS LP, acting by **GLG PARTNERS LIMITED**, its general partner, acting in its capacity as investment manager or sub-investment manager (as applicable), on behalf of **MAN GLG EVENT DRIVEN ALTERNATIVE**, a sub-fund of **MAN FUNDS VI PLC**



PURCHASER



SHARE PURCHASE AGREEMENT

By and among

**MAN GLG EUROPEAN EQUITY ALTERNATIVE, A SUB-FUND OF MAN
FUNDS VI PLC**

(as Seller)

and

MANZANA SPAIN BIDCO, S.L.U.

(as Purchaser)

23 January 2024

This share sale and purchase agreement (the “**Agreement**”) is executed on 23 January 2024,

BY AND BETWEEN

- (1) **MAN GLG EUROPEAN EQUITY ALTERNATIVE**, a sub-fund of **Man Funds VI plc** (the “**Seller**”); and
- (2) **MANZANA SPAIN BIDCO, S.L.U.**, a company incorporated and validly existing under the laws of the Kingdom of Spain, with registered office at Calle de Suero de Quiñones, 34-36, 28002 Madrid, Spain (the “**Purchaser**”).

The Purchaser, on the one hand, and the Seller, on the other hand, shall be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) Applus Services, S.A. is a public limited company of Spanish nationality, with registered office in Madrid, calle Campezo 1, building 3, Parque Empresarial Las Mercedes, 28022, registered with the Commercial Registry of Madrid under Volume 36874, Page 114, Page M-659828 and is the holder of Spanish Tax Identification Number A-64622970 (the “**Company**”).
- (B) On 29 June 2023, the Purchaser, as an offeror, filed with the Spanish National Securities Commission (“**CNMV**”) a request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.50 per share (the “**Offer**”).
- (C) The Company’s share capital amounts to EUR 12,907,413.30 and is divided into 129,074,133 shares, of EUR 0.10 in nominal value each, belonging to the same single class and series, fully subscribed and disbursed, and represented by book entries (“*anotaciones en cuenta*”), whose record corresponds to Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”) and its participating entities.
- (D) As of the date hereof, the Seller has exposure to 55,148 shares in the Company (the “**Shares**”) pursuant to a swap, which gives the Seller economic exposure to the Shares (the “**Derivative Contract(s)**”) entered into with Barclays (the “**Counterparty Bank**”). The Seller is willing to convert or exchange the Derivative Contract(s) into physical Shares to facilitate its arrangements under this Agreement.
- (E) The Purchaser wishes to purchase and acquire and the Seller wishes to sell and transfer the Shares, in each case subject to the satisfaction of the Condition Precedent (as defined herein).
- (F) As a consequence of the foregoing, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. DEFINITIONS

1.1 The capitalized terms defined herein shall have the meaning ascribed to them as follows or elsewhere herein:

- (a) “**Agreement**” means this share sale and purchase agreement.
- (b) “**Anti-embarrassment Payment**” has the meaning set out in Clause 3.3.

- (c) “**Business Day**” means any day on which banks in Madrid, Luxembourg, London and New York are generally open for normal “over the counter” banking business and on which instructions to transfer same day funds can be executed.
- (d) “**CNMV**” has the meaning set out in Recital (B).
- (e) “**Company**” has the meaning set out in Recital (A).
- (f) “**Competing Offer**” means the request for authorization of a voluntary tender offer for all the shares of the Company at a price of EUR 9.75 per share, filed with the CNMV by Amber EquityCo, S.L.U., as an offeror, on 14 September 2023.
- (g) “**Condition Precedent**” has the meaning set out in Clause 4.
- (h) “**Conversion**” has the meaning set out in Clause 4.1(b).
- (i) “**Converted Shares**” has the meaning set out in Clause 4.4.
- (j) “**Counterparty Bank**” has the meaning set out in Recital (D).
- (k) “**Derivative Contract(s)**” has the meaning set out in Recital (D).
- (l) “**Final Offer Price**” has the meaning set out in Clause 3.2(b).
- (m) “**Iberclear**” has the meaning set out in Recital (C).
- (n) “**Initial Offer Price**” has the meaning set out in Clause 3.2(a).
- (o) “**Long Stop Date**” means the seventh (7th) calendar day prior to the expiry of the acceptance period (*periodo de aceptación*) of either the Offer or the Competing Offer (whichever is earlier).
- (p) “**Offer**” has the meaning set out in Recital (B).
- (q) “**Parties**” and each individually a “**Party**” means the Seller and the Purchaser.
- (r) “**Permitted Transferee**” has the meaning set out in Clause 3.3(b).
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- (t) “**Price per Share**” has the meaning set out in Clause 3.1.
- (u) “**Purchaser**” has the meaning set out in Parties (2).
- (v) “**Purchaser’s Custodian**” means the custodian notified to the Seller in writing in accordance with Clause 5.1(a).
- (w) “**Regulatory Condition**” has the meaning set out in Clause 4.1(a).
- (x) “**Sale of Shares to a Third Party**” has the meaning set out in Clause 3.3(a).
- (y) “**Seller**” has the meaning set out in Parties (1).
- (z) “**Seller’s Custodian**” means the custodian notified to the Purchaser in writing in accordance with Clause 5.1(b).
- (aa) “**Settlement Date**” has the meaning set out in Clause 5.1.

- (bb) “**Shares**” has the meaning set out in Recital (D).
- (cc) “**Sold Shares**” has the meaning set out in Clause 3.3(a).
- (dd) “**Spanish Stock Exchanges**” means the stock exchanges of Barcelona, Bilbao, Madrid and Valencia.
- (ee) “**Transaction**” has the meaning set out in Clause 2.1.

2. SALE AND PURCHASE

- 2.1** On and subject to the terms and conditions of this Agreement (including the satisfaction of the Condition Precedent), the Seller has agreed to sell and transfer to the Purchaser, or procure the transfer to the Purchaser of, and the Purchaser has agreed to purchase and acquire from the Seller, with effect from the Settlement Date, full legal and beneficial title to, and ownership over the Shares, free from any liens, encumbrances and third-party rights (the “**Transaction**”).
- 2.2** The Parties acknowledge and agree that the acquisition of the Shares for all purposes (including applicable laws and regulations in respect of public takeovers) shall take place on the Settlement Date.
- 2.3** The Seller hereby agrees that it shall not enter into and/or consummate any transactions, including sell the Shares, or transfer, charge, pledge or otherwise encumber or grant any option or other right, with respect to all or part of the Shares or the Derivative Contract(s), other than to fulfil its obligations under this Agreement, prior to the Settlement Date.

3. PRICE

3.1 Price and Price per Share

The purchase price shall be EUR 10.65 per Share (“**Price per Share**”), this is, EUR 587,326.20 for all the Shares (the “**Price**”), which may further be increased as provided by Clauses 3.2 and 3.3, as applicable. To the extent any dividends or distributions are declared and paid to the Seller with respect to the Shares prior to the Settlement Date, the Price per Share shall be decreased by such dividend or distribution per Share.

3.2 Earn-out

- (a) The Parties acknowledge that the Offer has been made at EUR 9.50 per share (the “**Initial Offer Price**”).
- (b) If (X) the price of the Offer increases above the Price per Share for any reason (the highest price per share being the “**Final Offer Price**”) and (Y) the Offer at the Final Offer Price is successful, the Purchaser will pay to the Seller an amount per Share equal to the difference between the Final Offer Price and the Price per Share paid to the Seller in accordance with Clause 3.1.
- (c) Any payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within one (1) Business Day from the settlement of the successful Offer and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

3.3 Anti-embarrassment

- (a) If (X) the Offer of the Purchaser is unsuccessful due to whatsoever reason and (Y) the Purchaser or its Permitted Transferee sells all or part of the Shares (the “**Sold Shares**”) to a third party that is not a Permitted Transferee at a price higher than the Price per

Share during the twelve (12) months following the Settlement Date (including, for the avoidance of doubt, the sale by the Purchaser of all or part of the Shares to a competing offeror in the context of a takeover bid over the Shares of the Company) (the “**Sale of Shares to a Third Party**”), the Seller will be entitled to receive from (or on behalf of) the Purchaser an amount per Sold Share equal to the greater of (x) 75% or (y) any higher percentage if so agreed between the Purchaser and any other seller of shares in the Company as part of a bilateral trade of the difference between (i) the price per Sold Share paid by such third party to the Purchaser (or its Permitted Transferee) for the Sold Shares and (ii) the Price per Share paid to the Seller in accordance with Clause 3.1 (the “**Anti-embarrassment Payment**”).

- (b) Any Anti-embarrassment Payment to be made pursuant to this Clause shall be made in cash by wire transfer in immediately available funds to the accounts notified by the Seller within three (3) Business Days from the completion of the Sale of Shares to a Third Party and shall be considered, to the extent permitted by applicable laws, as an adjustment to the Price.

“**Permitted Transferee**” means any affiliates of the Purchaser.

4. **CONDITION PRECEDENT**

- 4.1 The obligation of the Seller to sell and transfer the Shares and the obligation of the Purchaser to purchase and acquire the Shares, respectively, and thus to complete and settle the Transaction, shall be subject to the prior satisfaction of the following condition precedents (each a “**Condition Precedent**”):

- (a) the Offer having been approved by the State Administration for Market Regulation of the People’s Republic of China pursuant to the Chinese Anti-monopoly Law (as amended) (the “**Regulatory Condition**”); and
- (b) the Seller having become a legal and beneficial owner of the Shares (including, for the avoidance of doubt, as a result of the Derivative Contract(s) having been terminated and/or by way of purchases of shares in the Company in the open market) (such actions are hereafter referred to as the “**Conversion**”).

- 4.2 The Purchaser may waive at its sole discretion the Regulatory Condition by written notice to the Seller.

- 4.3 The Seller shall: (i) as soon as possible following a public announcement by the Purchaser of this Agreement, request the Counterparty Bank (A) to terminate the Derivative Contract(s) and (B) to deliver to the Seller the Shares following the settlement of the Derivative Contracts and (ii) use otherwise all commercially reasonable efforts (including, for the avoidance of doubt, by exercising any and all rights under the Derivative Contract(s)) to complete the Conversion as soon as reasonably practicable, and in any event prior to the satisfaction of the Regulatory Condition. For the avoidance of doubt, in the event that the Seller has been able to procure the delivery of the relevant number of Shares to it ahead of the Settlement Date through whichever means, the Condition Precedent with respect to the Conversion shall be deemed to have been satisfied. The Seller may waive the Condition Precedent with respect to the Conversion by written notice to the Purchaser.

- 4.4 If the Seller is able to complete the Conversion in respect of some, but not all, of the Shares prior to the Settlement Date (such converted Shares referred to hereafter as the “**Converted Shares**”), subject to the satisfaction of the Regulatory Condition, the Parties shall complete the sale and purchase of the Converted Shares, in which case the terms of this Agreement shall apply *mutatis mutandis* to such sale and purchase, provided that, for these purposes:

- (a) references to “Shares” shall be construed as a reference to the Converted Shares; and
- (b) references to “Price” shall be construed as an amount in cash equal to the product of the Price per Share multiplied by the number of Converted Shares.

The settlement of the Converted Shares in accordance with this Clause 4.4 shall be without prejudice to any other claims or rights which the Purchaser may have under this Agreement (including, without limitation, any claim under Clause 4.3).

5. SETTLEMENT

5.1 The Parties expressly agree that the settlement of the sale and purchase of the Shares (and consequently, the acquisition of the Shares by the Purchaser) shall take place within four (4) Business Days following the satisfaction or waiver (as applicable) of each Condition Precedent (the “**Settlement Date**”) by means of:

- (a) delivery of the Shares in book entry form to the securities account which the Purchaser shall notify to the Seller in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent; versus
- (b) payment of the Price (prior to any adjustments as provided by Clauses 3.2 and 3.3) to the cash accounts opened with the Seller’s Custodian, which the Seller shall notify to the Purchaser in writing by no later than two (2) Business Days following the satisfaction of the Condition Precedent.

5.2 The Parties expressly agree that the completion of the sale and purchase of the Shares shall be settled through an over the counter (OTC) transaction on the Settlement Date, and for such purposes:

- (a) the Seller shall timely instruct, through the corresponding standard settlement instructions, the Seller’s Custodian to directly or indirectly, through its chain of sub-custodians:
 - (i) settle on the Settlement Date, the sale and transfer of all, but not part of, the Shares to the Purchaser, against the simultaneous payment of the Price by the Purchaser’s Custodian on the Purchaser’s behalf; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).
- (b) the Purchaser shall timely instruct, through the corresponding standard settlement instructions, the Purchaser’s Custodian to:
 - (i) settle the Transaction on the Settlement Date by paying the Price to the Seller’s Custodian on the Seller’s behalf against the simultaneous purchase and acquisition of all, but not part of, the Shares from the Seller; and
 - (ii) notify and register with Iberclear the settlement of the Shares pursuant to the Operating Rules of the Spanish Automated Quotation System (*Normas de Funcionamiento del Sistema de Interconexión Bursátil*).

5.3 The Parties shall give any other necessary instructions to their respective custodians so that they act in a coordinated manner or as otherwise required in order to ensure simultaneous settlement of the Transaction (and consequently, the acquisition of the Shares by the Purchaser against

simultaneous receipt of the Price by the Seller through the standard settlement procedures of Iberclear) as contemplated by this Agreement on the Settlement Date.

- 5.4** Notwithstanding the provisions of the above paragraphs, the Parties expressly agree that they shall reasonably accept those amendments to the proceedings described therein, which are necessary or which may be suggested by their respective custodians (acting reasonably and in good faith), provided that such amendments (i) have the exclusive purpose of facilitating or permitting the execution of the Transaction contemplated hereunder, and (ii) do not alter in any manner whatsoever the substantive rights and obligations of the Parties under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1** Each of the Parties hereby represents and warrants to the other Party as at the date of this Agreement and as at the Settlement Date as follows:

- (a) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted as at the date of this Agreement.
- (b) It has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement.
- (c) The entry into and performance of this Agreement by it will not result in (i) breach of any provision of its bylaws or equivalent constitutional documents; or (ii) breach of any laws or regulations in its jurisdictions of incorporation or of any agreement or undertaking by which it is bound or any order, decree of judgement of any court of any governmental or regulatory authority.
- (d) It is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amount due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning it and no events have occurred which would justify such proceedings.
- (e) Neither it nor any member of its respective group of companies is subject to any order, judgement, direction, investigation or other proceedings by any governmental entity which will, or is likely to, prevent the consummation of the Transaction and fulfilment of the Agreement.

- 6.2** The Seller further represents and warrants to the Purchaser:

- (a) As of the date of this Agreement, the Seller has exposure to the Shares pursuant to the Derivative Contract(s).
- (b) The terms of the Derivative Contract(s) permit the Seller to request the delivery of the Shares to the Seller and the Seller reasonably expects the Counterparty Bank to consent to the delivery of the Shares for commercial purposes.
- (c) As at the Settlement Date, the Seller will be the sole legal and beneficial owner of the Shares, which will be free from all liens, encumbrances and third party rights and include all the voting and other rights attached thereto.

- (d) As at the date of this Agreement and as at the Settlement Date, the Seller has no exposure to the issued share capital of the Company other than the Shares.
- (e) As at the date of this Agreement and as at the Settlement Date, to the best of the Seller's knowledge, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or expressly threatened in respect of the Derivative Contract(s) and/or the Shares.

7. NO RIGHTS OF RESCISSION OR TERMINATION

Save for (i) in the case of fraud or fraudulent misrepresentation or, (ii) in the event that the State Administration for Market Regulation of the People's Republic of China objects the Offer in writing or does not approve the Offer prior to the Long Stop Date, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after the Settlement Date).

8. MISCELLANEOUS

8.1 Public disclosure

The Parties acknowledge and agree that the Purchaser, as the offeror of the Offer, may publicly disclose this Agreement and the terms of the Transaction through the CNMV.

8.2 Entire Agreement

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be executed by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.3 Assignment

None of the Parties to this Agreement may without the prior written consent of the other Party assign, grant any security interest over, hold on trust or otherwise transfer the benefit (or any right or obligation under) this Agreement, in full or in part, except that the Purchaser may assign (in full or in part) the benefit of any claims, rights or obligations under this Agreement to any Permitted Transferee which is the legal and beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement.

8.4 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- (b) To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this Clause, not be affected.

8.5 Costs

Each Party shall bear its own settlement costs, fees and expenses deriving from the transfer of the Shares from the Seller to the Purchaser.

8.6 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the Parties may enter into this Agreement by executing any such counterpart.

8.7 Further Assurances

The Seller and the Purchaser shall each (subject to the other provisions of this Agreement) execute (or procure the execution of) such further documents and take such other steps or do such other things, as may be required by law or be necessary, or as any other Party may reasonably request, to implement and give effect to the Transaction.

8.8 Governing law and jurisdiction

- (a) This Agreement, and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, construed and take effect in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
- (c) Any breach of this Agreement by the Seller could cause the Purchaser irreparable harm. The Parties acknowledge that monetary damages alone may not be an adequate remedy for any such breach. In the event of a breach by the Seller of any provisions of this Agreement, in addition to any compensation for losses, the Purchaser shall be entitled to seek specific performance and injunctive as a remedy in any court of competent jurisdiction, including restraining the Seller from breaching the terms hereof.

[The remainder of this page intentionally left blank – Signature pages follow]

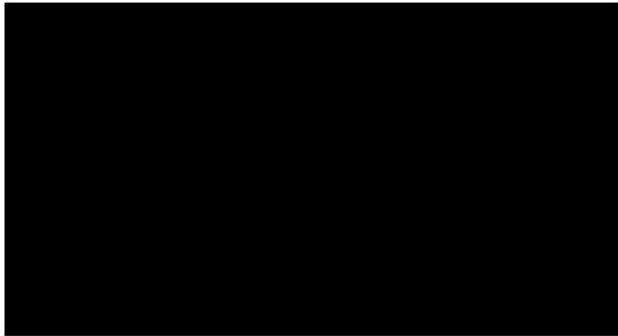
IN WITNESS THEREOF, this Agreement has been executed on the date first above written and the Parties agree that, for any relevant purposes, the place of execution of the Agreement shall be deemed to be London,

SELLER

GLG PARTNERS LP, acting by **GLG PARTNERS LIMITED**, its general partner, acting in its capacity as investment manager or sub-investment manager (as applicable), on behalf of **MAN GLG EUROPEAN EQUITY ALTERNATIVE**, a sub-fund of Man Funds VI plc



PURCHASER



Anexo 5

Escrito de SAMR aceptando la retirada de la solicitud de autorización del Oferente

ADMINISTRACIÓN ESTATAL DE REGULACIÓN DEL MERCADO

Examen antimonopolio de las concentraciones de empresas

**Notificación para la aprobación de la retirada de la
notificación**

No.2 Departamento de Ejecución Antimonopolio No. 2 [2024] No.118

Apollo Management, L.P.:

Nuestra Oficina ha recibido la solicitud de retirada de la notificación relativa a *la propuesta de adquisición de acciones de Applus Services, S.A por Apollo Management, L.P.* presentada por su empresa. De conformidad con el artículo 27 de *las disposiciones sobre el examen de las concentraciones de empresas*, tras su revisión, se decide aprobar la solicitud de su empresa de retirar la notificación.

[Sello especial antimonopolio]

Administración Estatal de Regulación del Mercado

29 de enero de 2024

国家市场监督管理总局

经营者集中反垄断审查 同意撤回申报通知书

反执二审查〔2024〕118号

阿波罗资本管理有限合伙企业：

你公司提交的撤回阿波罗资本管理有限合伙企业收购艾普拉斯服务公共有限责任公司股权案经营者集中申报的申请已受理。根据《经营者集中审查规定》第二十七条规定，经研究，同意你公司撤回。

