

PROSEGUR COMPAÑÍA DE SEGURIDAD, S.A.
OTHER RELEVANT INFORMATION

Madrid, April 30, 2024

In accordance with articles 530 and 534 of the Capital Companies Law, Prosegur Compañía de Seguridad, S.A. hereby informs of the formalization by Ms. Helena Revoredo Delvecchio and the other shareholders of Yirayira International, S.L. (a company that has acquired from Gubel, S.L. 8% of the share capital of Prosegur Compañía de Seguridad, S.A.) of a syndication agreement by virtue of which, Ms. Helena Revoredo Delvecchio despite holding a stake of less than 50% of the share capital of Yirayira International, S.L., will have control of such company within the meaning of article 42 of the Commercial Code as she will be able to exercise, by virtue of the syndication agreement, the majority (51%) of the voting rights of Yirayira International, S.L.

By virtue of the above, also without interruption, Ms. Helena Revoredo Delvecchio shall continue to exercise control over Prosegur Compañía de Seguridad, S.A. in accordance with article 42 of the Commercial Code.

An extract of the syndication agreement pursuant to articles 530 and 531 of the Capital Companies Act is attached as an appendix.

Extract from the Yirayira International, S.L. syndication agreement

The Shareholders agree and accept that, [✳] Ms. Helena Revoredo shall be in control of the Company within the meaning of article 42 of the Commercial Code given that she shall exercise, by virtue of this Agreement and as is agreed upon below, a majority (51%) of the voting rights in the Company, complying with the provisions of subarticle c) of article 42.1 of the Commercial Code.

For these purposes, each of the other Shareholders assigns to Ms. Helena Revoredo the exercising of the voting rights corresponding to [✳] shares each, the wish of the Shareholders therefore being that 100% of the voting rights in the Company should be exercisable in the following manner:

(i) Ms. Helena Revoredo shall be able to exercise [✳] voting rights (51% of the voting rights in Yirayira) corresponding to [✳] shares which she owns and [✳] owned by the other Shareholders (i.e. [✳] shares of each of the other Shareholders).

(ii) [✳]

[✳] they undertake to take whatever steps and sign whatever documents may be necessary or advisable (including, without limitation, the granting to Ms. Helena Revoredo of powers to represent them, or voting in accordance with the instructions of Ms. Helena Revoredo, or any other step or document of equivalent effect), so that Ms. Helena Revoredo is able to control the exercising of the voting rights corresponding to the aforementioned [✳] shares of the Company owned by each of them which they assign to Ms. Helena Revoredo by virtue of this contract, and therefore has at her effective exercise a majority [✳] of the voting rights in the Company, and thus control the Company within the meaning of article 42 of the Commercial Code.”