

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

Madrid, December 20, 2024

In accordance with articles 530 and 534 of the Capital Companies Law, Prosegur Compañía de Seguridad, S.A. (the “**Company**”) hereby informs of the amending novation and consolidation by all the shareholders of Gubel, S.L. (“**Gubel**”) (a company holding 65.09% of the Company's share capital, which in turn holds 81.45% of the share capital of the listed company Prosegur Cash, S.A.) of the syndication agreement of said company (the “**Syndication Agreement**”) communicated by means of a relevant fact communication dated January 31, 2020 (registration number 286383).

By virtue of the Syndication Agreement, Ms. Helena Revoredo Delvecchio, despite holding a stake of less than 50% of Gubel's share capital, will hold, without interruption, the exclusive control of Gubel in the sense of article 42 of the Commercial Code, as she will be able to exercise, by virtue of the consolidated Syndication Agreement, at least the majority of Gubel's voting rights.

By virtue of the above, also without interruption, Ms. Helena Revoredo Delvecchio shall continue to exercise control over the Company (and also over Prosegur Cash, S.A.) in accordance with article 4 of Law 6/2023 of the Securities Markets and Investment Services and 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.

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Extract from the Gubel, S.L. syndication agreement

“The Shareholders agree and accept that, throughout the duration of this Contract, Mrs. Helena Revoredo will continue, without interruption, to hold exclusive control of Gubel (in the sense of Article 42 of the Commercial Code), being able to exercise, by virtue of this Contract and as agreed below, of 51% of the voting rights of the Company, in compliance with the provisions of section c) of Article 42.1 of the Commercial Code.

*To this end, each of the remaining Shareholders syndicates with Mrs. Helena Revoredo the voting rights corresponding to [...] social shares of their ownership (i.e., a total of [...] social shares - the "**Syndicated Shares**"), committing to exercise said voting rights in the manner indicated at any time by Mrs. Helena Revoredo.*

As a result, the control of 100% of the voting rights of the Company will correspond to the Shareholders as follows:

- *Mrs. Helena Revoredo will have control of [...] voting rights (51% of the total number of voting rights of the Company) corresponding to [...].*
- *Mr. [...] will have control of [...] voting rights (12.25% of the total number of voting rights of the Company), corresponding to the same number of social shares of his full ownership.*
- *Mrs. [...] will have control of [...] voting rights (12.25% of the total number of voting rights of the Company) corresponding to the same number of social shares of her full ownership.*
- *Mrs. [...] will have control of [...] voting rights (12.25% of the total number of voting rights of the Company), corresponding to the same number of social shares of her full ownership.*
- *Mr. [...] will have control of [...] voting rights (12.25% of the total number of voting rights of the Company), corresponding to the same number of social shares of his full ownership.*

Mr. [...], Mrs. [...], Mrs. [...], and Mr. [...] commit to perform all actions and sign all necessary or convenient documents (including, without limitation, granting their representation to, or voting according to the instructions of, Mrs. Helena Revoredo, or any other action or documentation that has an equivalent effect) so that Mrs. Helena Revoredo can effectively control the exercise of all the voting rights corresponding to the Syndicated Shares owned by each of them, in such a way that, at all times, Mrs. Helena Revoredo holds control of at least 51% of the voting rights of the Company.

In the event of any reduction, for any reason, in the number of social shares of Mrs. Helena Revoredo in full ownership, the number of Syndicated Shares will automatically and without interruption increase by the necessary number so that Mrs. Helena Revoredo continues to control at least 51% of the voting rights of the Company at all times during the term of this Contract, with the said increase in Syndicated Shares being distributed equally among Mr. [...], Mrs. [...], Mrs. [...], and Mr. [...] (rounded up to the nearest whole number). Notwithstanding that the increase in the number of Social Shares and their distribution among the Shareholders Mr. [...], Mrs. [...], Mrs. [...], and Mr. [...] is automatic and without interruption, as previously agreed, they commit to perform any action and grant any document that Mrs. Helena Revoredo deems necessary or convenient for the full accreditation and/or effectiveness of said increase and distribution.

Mr. [...], Mrs. [...], Mrs. [...], and Mr. [...] each commit to keep the Syndicated Shares of their ownership free of any encumbrance and lien and not to transfer said shares by any title without the prior written consent of Mrs. Helena Revoredo.”