

TO THE SPANISH SECURITIES COMMISSION

Fluidra, S.A. ("**Fluidra**" or the "**Company**"), pursuant to the provisions of section 227 of the Spanish Securities Markets and Investment Services Act, approved by Law 6/2023, of 17 March, hereby issues the following:

OTHER RELEVANT INFORMATION

Fluidra hereby notifies the Spanish National Securities Market Commission (CNMV) that, for the purposes of article 531 of the Capital Companies Act, approved by Royal Legislative Decree 1/2010, of 2 July, it has been formally notified of the shareholders' agreement entered into between its shareholders Schwarzsee 2018, S.L. (formerly Banelana, S.L.) and G3T, S.L. on 5 May 2023, under the terms of the attached document (the "**Shareholders' Agreement**").

The purpose of the Shareholders' Agreement is to regulate the terms and conditions under which Schwarzsee 2018, S.L. and G3T, S.L. have proposed to the Company the appointment of a proprietary director (Mr. Manuel Puig Rocha) representing both shareholders, and how they will exercise their rights as shareholders of Fluidra for the implementation and management of the proposal made.

As stated in the Shareholders' Agreement, Schwarzsee 2018, S.L. and G3T, S.L. hold an aggregate of approximately 12.725% of Fluidra's voting rights.

Sant Cugat del Vallès, 5 May 2023

Shareholders' Agreement

Barcelona, 5 May 2023

I. The Parties

Of the one part,

Schwarzsee 2018, S.L. (formerly known as Banelana, S.L.), a company incorporated under Spanish law, registered in the Madrid Commercial Registry, with registered office at Paseo de la Castellana, número 13, piso segunda, puerta derecha, and holding tax identification number B-88.040.829, represented by [REDACTED], holding tax identification number [REDACTED], in his capacity as joint and several director of the above company, according to the resolution of the General Shareholders' Meeting of September 19, 2018, converted into a public document before the Notary Public of [REDACTED], [REDACTED] on that same date, under number [REDACTED] of his official records. Throughout this document the company will be referred to as "**Schwarzsee**".

Of the other part,

G3T, S.L., a company incorporated under Spanish law, registered in the Barcelona Commercial Registry, with registered office in Barcelona, Avda. Diagonal 477, pl. 18, and holding tax identification number B-59.810.267, represented by [REDACTED], holding national identification document number [REDACTED], in his capacity as Chief Executive Officer of the above company, according to the public document dated December 21, 2018, executed before the Notary of [REDACTED], [REDACTED] [REDACTED], under number [REDACTED] of his official records. Throughout this document the company will be referred to as "**G3T**".

Schwarzsee and G3T will be jointly referred to as the "**Shareholders**" or the "**Parties**", and either of them individually as a "**Shareholder**" or a "**Party**".

II. Recitals

1. Whereas, Schwarzsee directly owns 13,449,035 listed shares of

Fluidra, S.A. (the "**Company**"), representing approximately 7.00% of the Company's voting rights.

2. Whereas, G3T directly owns 11,000,000 listed shares of the Company, representing approximately 5.725% of the Company's voting rights.
3. Whereas, the Shareholders formally requested the Company on March 27, 2023 to propose the appointment of a proprietary director, to represent both Shareholders at the next General Shareholders' Meeting to be held.
4. Whereas, in response to the above request, the Board of Directors of the Company, on the occasion of the call of the next General Shareholders' Meeting scheduled for May 10, 2023 on first and only call, has proposed to amend the Company's bylaws to set the number of members of the Board of Directors at thirteen (13) and to appoint Mr. Manuel Puig Rocha as a proprietary director at the proposal of the Shareholders.
5. Whereas, the Parties enter into this agreement to regulate the relationship between them, as shareholders of the Company, with the purpose of implementing the provisions of the above Recital.

Therefore, the Parties hereby agree to enter into this Shareholders' Agreement (the "**Agreement**"), which will be governed by the following

III. Clauses

1. Purpose

- 1.1 The purpose of this Agreement is to regulate the terms and conditions under which the Shareholders will (i) propose to the Company the appointment of a proprietary director, to represent both Shareholders, and (ii) exercise their rights as shareholders of the Company to implement and manage the proposal made, as well as to avoid, to the extent possible, a reduction of the number of directors of the Company or any tightening of the quorum and majorities for the nomination and appointment of directors that would prevent compliance with point (i).

- 1.2 The Shareholders promise to exercise in good faith their rights as shareholders of the Company (including all of their voting rights) in the manner necessary to ensure compliance with this Agreement. For clarification purposes, for all matters not provided for in the Agreement, the Shareholders will act and exercise their rights in the Company independently and as they judge most appropriate.
- 1.3 In no event may this Agreement be understood as (i) a limitation on the transferability of the Company shares owned by the Shareholders (without prejudice to the provisions of clause 1.4 below), or (ii) an arrangement between the Shareholders or a covenant aiming to obtain control of the Company or to establish a common policy with respect to the Company's management.
- 1.4 The Shareholders agree that if either of them transfers all or part of their shares in the Company to another entity belonging to the same group of companies, that third-party transferee must immediately accede to the terms of this Agreement by signing the accession declaration provided for in the **Appendix**.

2. Appointment of a proprietary director in the Company

- 2.1. The Shareholders represent that they have formally requested the Board of Directors of the Company to appoint Mr. Manuel Puig Rocha as proprietary director of the Company, to represent both Shareholders, subject to (i) compliance with the Company's assessment and proposal procedures provided by law and pursuant to its bylaws and regulations, and (ii) the approval – with the majorities provided for in the bylaws – by the Company's General Shareholders' Meeting (scheduled for May 10 on first and only call) of the amendment to the Company's bylaws to set the number of members of the board of directors at thirteen (13) and to appoint Mr. Manuel Puig Rocha as proprietary director at the proposal of the Shareholders.
- 2.2. The Shareholders undertake to vote at the above general meeting in favor of the appointment of Mr. Manuel Puig Rocha as proprietary director. The Shareholders also undertake to vote at the Company's general meeting in favor of the appointment or successive re-election (or both) of the proprietary director proposed by them at

any given time, as well as in favor of the possible removal of the proprietary director by the general meeting if they have previously agreed to do so.

- 2.3. Should either of the Shareholders, for any reason, lose confidence in Mr. Manuel Puig Rocha, or in any person who may replace him, or should the proprietary director voluntarily resign, be removed by the General Shareholders' Meeting or be replaced in his position for any reason (including, but not limited to, death, incapacity, or failure to comply with the statutory or bylaw requirements for the position), the Shareholders will seek and select by mutual agreement, as soon as possible, a replacement who has the knowledge, experience and good repute required for the position of director of the Company, and will request the Company the adoption of the necessary resolutions by the relevant governing bodies to accept the resignation or, where appropriate, the removal of the proprietary director representing the Shareholders and to make a proposal regarding the appointment of his substitute.
- 2.4. If the Appointments and Remunerations Commission and / or Board of Directors of the Company fails to comply with the Shareholders' request regarding the appointment of a proprietary director by cooptation, fails to propose to the General Meeting the ratification, appointment or re-election of the proprietary director, or the General Meeting does not ratify the appointment or approve the appointment or re-election of the proprietary director, the Shareholders will pool their shares in the Company to exercise – under the terms provided by law and the regulations – the right to appoint a proprietary director through the system of proportional representation. To this end, out of the total shareholding of each Shareholder in the Company, the Shareholders commit to aggregate the number of voting rights of the Company that should be necessary at any given time taking into account the number of directors existing at such given time, by halves each Shareholder (the "**Committed Voting Rights**").
- 2.5. If either of the Shareholders reduces its shareholding in the Company – individually or, if applicable, jointly with other entities of its group – to less than 3% of the voting rights of the Company, the other Shareholder will have the right (but not the obligation) to

demand to the Shareholder reducing its shareholding in the Company, the replacement of the proposed proprietary director with the candidate it judges most appropriate. However, the Shareholder that has reduced its participation must continue, as long as this Agreement remains in force, to cooperate with the other Shareholder to ensure compliance with this Agreement in the terms foreseen.

3. Agreement Duration

- 3.1. This Agreement will have a term of four (4) years, and will be successively renewed for equal one year periods, unless either of the Shareholders expressly serves prior notice of termination in writing. This prior notice to terminate must be served at least six (6) months before the date of termination of the initial term or any of its extensions.

4. Termination of the Agreement

- 4.1. The Agreement will terminate in the following cases:
- (a) Due to the expiration of the term of the Agreement provided for in clause 3.
 - (b) By mutual agreement of the Shareholders, drawn up in writing.
 - (c) At the election of the non-defaulting Shareholder, due to the failure of the other Shareholder to comply with any of the obligations set forth in the Agreement that: (i) is not curable (with it being understood that it is curable only if any effect or negative consequence of the breach disappears in full and as if that breach had not occurred), or (ii) although curable, has not been cured or rectified within thirty (30) days following written notice to the defaulting Shareholder (the "**Material Breach**").
 - (d) At the election of the non-transferring Shareholder, due to the transfer of a number of shares that causes either of the Shareholders to suffer a reduction to its holding in the Company, whether individually or, if applicable, jointly with

other entities of its group, that leaves it 1% below the Committed Voting Rights corresponding to that shareholder.

- (e) If any of the Parties has sufficient voting rights to promote the appointment of a director, on its own, that Party – after the first 4 years of the term of this Agreement – may choose between continuing with this Agreement or promoting the relevant procedures to request the appointment of its own proprietary director, in which case this Agreement will terminate.

4.2. The termination of the Agreement will produce the effects detailed below, depending on the cause of termination:

- (a) Termination of the Agreement due to the expiration of the term under Clause 3. If the Agreement is terminated by application of clause 4.1(a), the Shareholders may continue to hold an interest in the Company, acting and exercising their rights in the Company independently and as they judge most appropriate.
- (b) Termination of the Agreement by mutual agreement of the Shareholders. If the Agreement is terminated by application of clause 4.1(b), the terms of the termination of the Agreement will be those agreed by the Shareholders.
- (c) Termination of the Agreement due to Material Breach of the obligations under the Agreement. If the Agreement is terminated by application of clause 4.1(c), the non-defaulting Shareholder may choose to initiate proceedings to compel specific performance of the Agreement or to request its immediate termination. In both cases, it will be entitled to request compensation for the damages caused.
- (d) Termination of the Agreement due to the transfer of shares or increase in voting rights. If the Agreement is terminated by application of clause 4.1(a) or 4.1(e), the Shareholders may continue to hold an interest in the Company, acting and exercising their rights in the Company independently and as they judge most appropriate.

5. Assignment

- 5.1. Neither Shareholder may assign the rights and obligations under this Agreement without the prior written consent of the other Shareholder.
- 5.2. Without prejudice to the above, for clarification purposes, the Parties place on record that the assignment of the rights and obligations resulting from this Agreement will be regarded to be authorized when made by a Shareholder transferring all or part of its Company shares in favor of another entity belonging to the same group of companies, if that third-party transferee accedes to the terms of this Agreement by signing the accession declaration provided as an Appendix and notifies the other party of the accession within fifteen (15) calendar days from its signature.

6. Taxes and expenses

- 6.1. The Parties will bear the taxes and expenses that arise from negotiating, drawing up and executing this Agreement, as follows:
 - (a) The expenses arising from converting the Agreement into a public document and filing it with the Barcelona Commercial Registry will be paid equally by the Shareholders.
 - (b) The fees of advisors and auditors and other professionals will be paid equally by the Shareholders.
 - (c) Taxes resulting from drawing up and executing this Agreement will be borne according to applicable law in each case.

7. Conversion into a public document and placing it on public record

- 7.1. For the purposes of filing the Agreement with the Commercial Registry pursuant to the Companies Act, the Parties sign a single copy of this Agreement, convert it into a public document and deliver it to the Notary Public of [REDACTED], [REDACTED] [REDACTED] to allow him to proceed with its notarization. All the Parties

to this Agreement will have the right to request a notarized copy of the Agreement.

- 7.2. In view of the shareholder agreement nature of certain clauses of the Agreement (i.e., those regulating the exercise of the Shareholders' voting rights at the general meeting of the Company to implement the purpose of this Agreement), pursuant to Article 531 of the Companies Act, the Shareholders undertake to notify the Company and the Spanish National Securities Market Commission of the execution of this Agreement immediately after signing it. A copy of this Agreement will be attached to the above communication. Once this communication has been made, the Agreement must be filed with the Barcelona Commercial Registry.
- 7.3. Until the above communications have been made and the Agreement has been filed with the registry and placed on public record, it will not produce any effect as regards the matters contained in it.
- 7.4. Without prejudice to the provisions of the preceding paragraphs of this clause, the Parties will issue a press release on the purpose of this Agreement, previously agreed in writing by the Parties.

8. Information on the processing of personal data

- 8.1. In compliance with the General Data Protection Regulation, the Parties inform the individuals acting on behalf of other Parties, or on their own behalf, or who may otherwise be recorded in the Agreement, that each Party, acting independently as a data controller, will process their personal data contained in the Agreement. The purpose of the processing is to exercise the rights and perform the obligations arising from the Agreement. The processing is strictly necessary for this purpose. No automated decisions will be made that could affect the data subjects. The data will be maintained for the entire time the Agreement is in force and for any time that is necessary to comply with the legal and contractual obligations relating to the Agreement and to exercise and defend the rights of the Parties. The legal basis for processing is the performance of the Agreement and the legitimate interest in maintaining the business and professional relationship between the Parties.

The data will be processed only by the Parties and, if applicable, by: (i) those to whom the Parties are legally obliged to communicate the data; (ii) those to whom the Parties have assigned any service connected to the management or performance of the Agreement; (iii) other companies of their corporate group, if required to fulfill the purpose of the processing. Data transfers outside the European Economic Area are not envisaged.

- 8.2. Data subjects may request access to their personal data, the rectification, erasure, restriction of processing and the portability of their data, as well as object to the processing, by sending a written communication to the Party concerned at the address indicated in the heading. They may also lodge a complaint with the competent data protection authority.

9. Notices

9.1. Form

All communications and notices to be served by the Parties under this Agreement will be made in writing by: hand delivery with written confirmation of receipt by the other Party; by notarial means; by registered fax (*burofax*); or by postal or electronic mail, as well as by any other means, provided that, in all these cases, a record is kept of the due receipt by the addressee(s).

9.2. Address and recipients

Communications and notices between the Parties must be sent to the addresses and for the attention of the persons indicated in the heading.

10. Applicable law

- 10.1. This Agreement is governed by Spanish general civil law (*derecho común español*).

10.2. The Parties agree to submit all disputes arising from or related to this Agreement to the courts and tribunals of the city of Barcelona, and they waive their own venue or any other to which they may be entitled.

In witness whereof, the Parties execute this Agreement in a single copy for a sole purpose, in the place and on the date indicated in the heading, for its immediate conversion into a public document.



Schwarzsee 2018, S.L.



G3T, S.L.

APPENDIX

ACCESSION DECLARATION

[*Transferring Shareholder*] (the "**Transferring Shareholder**"), a company incorporated under the laws of [], registered in [], with registered office at [] and tax identification number [], represented by Mr./Ms. [], holding identity card/passport number [], [*power of attorney details*],

[*Transferee*] (the "**Transferee**"), a company incorporated under the laws of [], registered in [], with registered office at [] and tax identification number [], represented by Mr./Ms. [], holding identity card/passport number [], [*power of attorney details*],

REPRESENTATIONS

1. The Transferring Shareholder has agreed to transfer to the Transferee [] shares of Fluidra, S.A. owned by it (the "**Shares**").
2. The Transferee has had access to the shareholders' agreement signed on May 5, 2023 between Schwarzsee 2018, S.L. and G3T, S.L. (the "**Agreement**") and is aware of all its terms and conditions.
3. The Agreement provides that, simultaneously with the transfer of the Shares, the Transferee will sign this Accession Declaration.

THEY GRANT

As a consequence of the transfer of the Shares and the execution of this Accession Declaration:

- (a) [*in the event of the transfer of the entire shareholding: the Transferring Shareholder is released from the rights and obligations that had been assigned to it until today's date in the Agreement; and*]

- (b) the Transferee, as of this moment and unconditionally, *[in the event of the transfer of the entire shareholding: is subrogated in full to the rights and obligations of the Transferring Shareholder under the Agreement / in the event of the partial transfer of the shareholding: assumes the rights and obligations under the Agreement as a shareholder of Fluidra.]*

In [], on [] [], []

[Transferee's signature]

[Transferring Shareholder's signature]