



GESTAMP AUTOMOCIÓN, S.A.

OTHER RELEVANT INFORMATION COMUNICATION

Madrid, August 2, 2024

Pursuant to article 227 of the consolidated text of the Securities Market Act, approved by Legislative Royal Decree 4/2015 of 23 October, and related provisions, Gestamp Automoción, S.A. ("**Gestamp**" or the "**Company**") hereby informs of the following

OTHER RELEVANT INFORMATION

Pursuant to the provisions of Article 529 *unvicies* of the Royal Decree Law 1/2010 of 2 July, whereby the consolidated text of the Spanish Companies Act was approved ("**LSC**"), the listed companies must disclose publicly any transactions performed with their related parties which, either individually or in aggregate, exceed 5% of their total assets or 2.5% of their annual net income as per their latest consolidated financial statements approved by the General Shareholders' Meeting.

Pursuant the aforementioned article 529 *unvicies* LSC, the Company reports those related party transactions carried out by Gestamp or its subsidiaries (hereinafter, together with Gestamp, collectively referred to as "**Gestamp Group**") with its shareholder Acek Desarrollo y Gestión Industrial, S.L. (hereinafter, "**Acek**") or its subsidiaries¹ (hereinafter, together with Acek, collectively referred to as "**Acek Group**") since these transactions have exceeded the 2.5% aforementioned threshold.

Acek, as parent company of Acek Group, owns more than 10% of Gestamp's share capital. Consequently, as per article 529 *vicies* LSC, any transaction performed by and between Acek Group and Gestamp Group should be considered as a related party transaction.

Acek Group performs, among others and in addition to the manufacturing and selling of metal pieces and components for the automotive sector activity performed through Gestamp Group, the following activities through the subgroups specified below:

- a) Holding Gonvarri, S.L. and its subsidiaries (hereinafter, "**Gonvarri Group**"), which manufactures, transforms and trades metal products, including both steel service centres and the manufacturing of renewable energies structures (such as wind turbine shafts, infrastructures for photovoltaic farms and solar thermal plant elements).

¹ The term "subsidiaries" shall be defined as those companies controlled by Acek in the terms set out under article 42 of the Spanish Code of Commerce.

- b) Inmobiliaria Acek, S.L. and its subsidiaries (hereinafter, “**Inmobiliaria Acek Subgroup**”), which is involved in real estate activities.
- c) Acek Energías Renovables, S.L. and its subsidiaries (hereinafter, “**Acek Renovables Subgroup**”): which promotes, constructs and operates renewable energy generation plants.

In this regard, given that the last communication published the amounts incurred until March 31, 2024, this communication publishes the amounts incurred from April 1, 2024 until June 30, 2024.

1. Transactions performed by Gestamp Group with Inmobiliaria Acek Subgroup.

1.1. Transactions related to the rental of office space of Inmobiliaria Acek Subgroup.

On 31 March 2017 Gestamp’s Board of Directors, based on a positive report issued by the Audit Committee on 28 March 2017, approved a rental agreement between Inmobiliaria Acek Subgroup and Gestamp Servicios. Specifically, under the aforementioned contract, Gestamp Servicios, as tenant, rents the office from Inmobiliaria Acek Subgroup at Calle Alfonso XII, nº 16, Madrid, where it runs parts of its corporate business.

The monthly rent for the 1,918.56 m² of rented space updated in accordance with the CPI amounts to 83,745.08 euros plus certain costs assumed by the tenant.

At the time of approval and based on an Audit Committee’s report, the Board of Directors established that the transaction was performed at market conditions and in compliance with applicable standards.

Likewise, on 13 October 2021 the valuation company Galtier Franco Ibérica analysed the rent price per square metre taking into account the property location, surface area, urban planning regulations and market prices, concluding that such rent was within the market prices range.

The amount of the lease transactions carried out under this contract from April 1, 2024 until June 30, 2024 is 247 thousand euros, amount that includes regularization of certain utility expenses.

2. Transactions performed by Gestamp Group with Gonvarri Subgroup.

2.1. Transactions related to the purchase and sale of raw materials and related services received.

On May 10, 2022 Gestamp’s General Shareholders’ Meeting, at the proposal of the Board of Directors and based on a previous favourable report issued by the Audit Committee on 6 April 2022, approved a framework agreement whereby Gestamp Group and Gonvarri Subgroup are involved in the sale and purchase of steel products (steel coils, straps and blanks) for the manufacturing of automotive metal parts, as well as in other related services.

Gestamp Group purchases raw materials used for the manufacturing of automation components from Gonvarri Subgroup, which in turn acquires the steel required directly from

the steel supplier for subsequent processing (cutting and/or coating), ultimately charging Gestamp Group the added value.

Sometimes Gestamp Group buys the raw material directly from the steel supplier and subsequently delivers it to Gonvarri Subgroup, which is ultimately responsible for processing and selling it back to Gestamp Group charging to the selling price the value added by the raw material processing.

At the time of its proposal to the General Shareholders' Meeting and based on an Audit Committee's report, the Board of Directors established that the transaction was performed at market conditions and in compliance with applicable standards.

The net amount of the purchase and sale of steel and related services carried out from April 1, 2024 until June 30, 2024 is 402,158 thousand euros.

Most of the volume of raw materials purchase transactions is made on a "resale" basis whereby the price for raw material (steel coils) is negotiated directly with the steel supplier by Gestamp Group or by the end customer (Original Equipment Manufacturer, "OEM"). As a result, in the referred cases, raw material price is negotiated between independent parties. Under the resale transactions, Gonvarri Subgroup simply buys the raw materials at the price agreed by Gestamp Group or the end customer (OEM) with the steel supplier without any involvement of Gonvarri Subgroup in the raw material price setting. Specifically, a 55.32% of the amount billed by Gonvarri Subgroup to Gestamp Group for the purchase of raw materials is under this resale regime being the price of the raw materials arranged between independent parties without Gonvarri Subgroup involvement and, therefore, with respect to such volume, there is no conflict of interest whatsoever.

Consequently, considering the abovementioned resale volumes, the actual amount of the transactions reported under this section from April 1, 2024 until June 30, 2024 subject to negotiation between related parties is 179,666 thousand euros.

2.2. Transactions related with asset rental.

2.2.1. Rental by Gestamp Louny S.R.O. of a warehouse owned by Gonvarri Czech S.R.O.

On 6 May 2019, based on a favourable report issued by the Audit Committee issued on the same date, the Board of Directors approved (i) the rental of the warehouse owned by Gonvarri Czech, S.R.O. ("**Gonvarri Czech**") in Minice (Czech Republic) from Gestamp Louny S.R.O. ("**Gestamp Louny**"), for a monthly rent of 175,969 euros (7.15 euros/m²) rent which was increased by 2,500 per month due to refurbishment works, and whose addendum was approved by the Board of Directors following a report from the Audit Committee (published in the communication of other relevant information with registration number 13567 on January 11, 2022). This new rent of 178,469 euros per month is the rent currently in force as from August 1, 2023.

Subsequently, on 27 February 2024, based on a report of the Audit Committee (attached hereby as Annex 1), the Board of Directors approved a new addendum to the rental contract by which the monthly rent was increased by 3,200 per month due to update of the refrigeration system and replacement of the warehouse's exterior doors. As a result, once the refurbishment work on the warehouse is completed, the monthly rent to be paid by Gestamp Louny will be 181,669 euros per month.

The Board of Directors considered, on the basis of the previous report of the Audit Committee, that the above stated transactions were fair and reasonable from the viewpoint of Gestamp and, especially, from the shareholders not involved in the transaction.

The amount of the transactions carried out under this contract from April 1, 2024 until June 30, 2024 is 535 thousand euros.

2.2.2. *Blanking line lease agreement with a purchase option between Gonvauto South Carolina, Inc. and Gestamp Chattanooga II, LLC.*

On 17 December 2020, based on a favourable report issued by the Audit Committee on the same date, the Board of Directors approved a lease agreement with purchase option of the blanking line owned by Gonvauto South Carolina, Inc. (“**Gonvauto**”) by Gestamp Chattanooga II, LLC (“**Gestamp Chattanooga**”).

Gonvauto was initially selected to supply the blanks stamped by Gestamp Chattanooga in the Chattanooga II plant. Nonetheless, in order to eliminate any logistic risks (arising from the fact that Gonvauto provided blanking services from its plant in South Carolina) and there being no other alternative supplier, it was agreed that Gestamp Chattanooga would perform the cutting works in its own plants and therefore, would rent the cutting line used to do so from Gonvauto backed with a purchase option.

The monthly rent for year 2020 was set at 49,753.3 US dollars. According to the contract, this rent is to be updated annually as per the US CPI and, consequently, the rent for year 2024 is set at 57,672 US dollars.

Furthermore, the price set to exercise the purchase option was set as a percentage of the initial value of the blanking line which decreases depending on the time of exercised (10, 13, 16 or 19 years).

At the time of approval and based on an Audit Committee’s report, the Board established that the transaction was performed at market conditions and in compliance with applicable standards.

The amount of the transactions carried out under this contract from April 1, 2024 until June 30, 2024 is 173 thousand US dollars.

2.2.3. Lease agreement for the industrial building of Gonvarri Produtos Siderúrgicos, S.A., by Gestamp Aveiro - Indústria de Acessórios Automóveis S.A.

On 6 April 2022, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the lease to Gonvarri Produtos Siderúrgicos, S.A. ("Gonvarri Produtos Siderúrgicos") by Gestamp Aveiro - Indústria de Acessórios Automóveis S.A. ("Gestamp Aveiro") of an industrial plant with an area of 7,248.7 m², plus an area of approximately 6,231 m² for parking, as well as an area for refrigeration equipment of 3,044 m², located in the Freguesia de Nogueira do Cravo do concelho de Oliveira de Azemeis, for a monthly rent of 21,574 euros.

In order to evaluate the economic reasonableness of the operation, the Audit Committee had a comparative study that takes as a reference the rental price per m² in three warehouses in the same industrial park with an equivalent industrial use, being the price per m² offered by Gonvarri Produtos Siderúrgicos lower than the average price obtained in said study.

In this regard, the Board of Directors considered, on the basis of the previous report issued by the Audit Committee, that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, from the point of view of the shareholders other than the related party.

The amount of the transactions carried out under this contract from April 1, 2024 until June 30, 2024 is 65 thousand euros.

2.2.4. Contract for the transfer of the use of the dining room between Gestamp Servicios and GRI Renewable Industries S.L.

On 6 April 2022, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the assignment by Gestamp Servicios (assignor) to GRI Renewable Industries, S.L. (assignee) the use (shared, non-exclusive) of the dining room at the corporate offices of Gestamp located at 3, Ombú Street, Madrid, for an amount of (i) 100,000 euros as an initial payment, already paid in 2022 (ii) 4,660 euros per month for the assignment of the use of the dining room and the catering services related to it, amount which, according to the contract, is updated annually as per the Spanish Consumer Price Index. The updated amount for 2024 is 5,012.93 euros per month; and (iii) an amount equivalent to 50% of the compensation that Gestamp Servicios has to pay monthly to the contracted catering company, in the event that the latter does not reach the sales figures determined in the corresponding contract.

In this regard, the Board of Directors considered, based on the previous report issued by the Audit Committee, that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, from the point of view of the shareholders other than the related party.

The amount of the transactions carried out under this contract from April 1, 2024 until June 30, 2024 is 18 thousand euros.

2.2.5. Machinery lease agreement between Gestamp Palencia, S.A. and Gonvarri I Central de Servicios, S.L.

On 10 May 2022, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the lease to Gonvarri I Central de Servicios, S.L. by Gestamp Palencia, S.A., of a Trumpf True 3D Laser Cell L60 laser cutting cell for a monthly rent of 6,400 euros.

In this regard, the Board of Directors considered, based on the previous report issued by the Audit Committee, that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, from the point of view of the shareholders other than the related party.

The amount of the transactions carried out under this contract from April 1, 2024 until June 30, 2024 is 19 thousand euros.

2.2.6. Land lease agreement between Gestamp Palencia, S.A. and Road Steel Engineering, S.L.

On October 22, 2018, the Board of Directors, following a favorable report from the Audit Committee, approved the lease to Road Steel Engineering, S.L. (company of the Gonvarri Subgroup) by Gestamp Palencia, S.A. of a total area of 36,964.90 m² owned by Gestamp Palencia, S.A. located in the northern area of the plot on which its factory is located, for €2,208.33 per month.

In this regard, the Board of Directors, at the time of its approval, and based on the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market conditions and complied with the applicable regulations.

The monthly rent updated in accordance with the CPI is 2,591.18 euros per month, so that the amount of the lease transactions under this contract from April 1, 2024 until June 30, 2024 is 8 thousand euros.

2.2.7. Industrial building sublease agreement between Gestamp Aragón, S.A. y Laser Automotive Zaragoza, S.L.

On October 22, 2018, the Board of Directors, following a favorable report from the Audit Committee, approved the sublease to Laser Automotive Zaragoza, S.L. (company of the Gonvarri Subgroup, as sublessee) by Gestamp Aragon, S.A. (as sublessor) of an industrial building located in Pedrola, Zaragoza for a monthly rent of €9,275.

In this regard, the Board of Directors, at the time of its approval, and based on the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market terms and conditions and complied with the applicable regulations.

The amount of the lease transactions under this contract from April 1, 2024 until June 30, 2024 is 28 thousand euros.

* * *

2.2.8. Industrial building lease agreement between Gonvauto Navarra, S.A. y Gestamp Navarra, S.A.

On October 22, 2018, the Board of Directors, following a favorable report from the Audit Committee, approved the lease to Gonvauto Navarra, S.A. by Gestamp Navarra, S.A. of an industrial building owned by Gonvauto Navarra located in Salinas de Pamplona for a monthly rent of 27,548 euros.

In this regard, the Board of Directors, at the time of its approval, and based on the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market conditions and complied with the applicable regulations.

The monthly rent updated in accordance with the CPI is 33,322 euros per month, so that the amount of the leasing operations under this contract from April 1, 2024 until June 30, 2024 is 100 thousand euros.

2.2.9. Agreement related to the lease of an industrial plant to be built between Gonvauto Navarra, S.A. and Gestamp Navarra, S.A.

On July 29, 2024, the Board of Directors, following a favorable report from the Audit Committee issued on the same date (which is attached to this communication as Appendix I), approved the lease to Gonvauto Navarra, S.A. by Gestamp Navarra, S.A. of a plot of land owned by Gonvauto Navarra, S.A. on which the latter will carry out construction works for an industrial building that will be finally leased by Gestamp Navarra, S.A.

In this regard, the Board of Directors, at the time of its approval, and based on the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market conditions and complied with the applicable regulations.

A monthly rent of approximately € 194,526 is estimated. However, the final amount will be set at the time of delivery of the industrial building in accordance with the required investment and the square meters finally built. To date, no amounts have been invoiced for this transaction.

2.2.10. Warehouse lease between Gonvarri Poland SP. Z O.O. and Gestamp Polska SP. Z O.O.

On July 25, 2019, the Board of Directors, following a favorable report from the Audit Committee issued on the same date, approved the lease to Gonvarri Poland SP. Z O.O. ("Gonvarri Poland") by Gestamp Polska SP. Z O.O. ("Gestamp Polska") of a warehouse and annex pavilion owned by Gonvarri Poland in Września (Poland), for a monthly rent of €37,500. Subsequently, on July 29, 2024, the Board of Directors, following a favorable report from the Audit Committee (attached hereto as Appendix I), approved the extension of this agreement for an additional six years, with all other conditions, including the price, remaining in the same terms.

In this regard, the Board of Directors, at the time of approval, and on the basis of the report issued by the Audit Committee, concluded that the terms and conditions of the transaction were market terms and conditions and complied with the applicable regulations.

The amount of the lease transactions under this contract from April 1, 2024 until June 30, 2024 is 113 thousand euros.

3. Transactions performed with Acek Renovables Subgroup.

3.1. Framework agreement for the sale and purchase of onsite photovoltaic energy by and between Powen Energías Renovables, S.L. and several Gestamp Group plants.

On 28 October 2021, based on a favourable report issued by the Audit Committee on 21 October 2021 (published in the communication of other relevant information with registration number 13567 on January 11, 2022), the Board of Directors approved a sale and purchase agreement on onsite photovoltaic energy between Powen Energías Renovables, S.L. (a company owned by Acek Renovables Subgroup, hereinafter “**Powen**”) as the service provider and energy seller for the development of a self-consumption model across the plants of Gestamp Group in Spain (20 plants) and Portugal (3 plants).

This agreement is intended to produce renewable energy at Gestamp Group’s plants for self-consumption purposes leading to a positive environmental impact and savings. In this respect, Gestamp Group started a bidding process making a call for proposals from renewable companies.

In order to assess the various proposals and manage the bidding process, Gestamp Group Procurement Department hired an external advisor (PWC) whose reports were made available to the members of the Committee. A total of 7 bidders submitted a proposal, being Powen the one who offered the most competitive price/Mwh and better installation and production guarantees.

By virtue of this contract, Powen, a company owned by Acek Renovables Subgroup and involved in developing, building and operating photovoltaic plants, will install photovoltaic panels at Gestamp Group’s plants in Spain and Portugal. Powen will remain the owner of the power generated directly from the plant.

At the time of approval, based on an Audit Committee’s report, the Board of Directors considered that the above stated transaction was fair and reasonable from the viewpoint of Gestamp and, especially, from that of the related party’s shareholders.

The amount of operations under this contract from April 1, 2024 until June 30, 2024 is 272 thousand euros.

3.2. Turnkey contract for a photovoltaic project between Powen Iberia, S.L. and several plants of the Gestamp Group.

On July 29, 2024, the Board of Directors, following a favorable report from the Audit Committee issued on the same date (attached to this communication as Appendix I), approved a “turnkey” photovoltaic project and its subsequent operation and maintenance between Powen Iberia, S.L. at the Gestamp Group’s plant in Portugal, Gestamp Aveiro-Indústria de Acessórios de Automóveis, S.A. (“**Gestamp Aveiro**”).

This project is part of the objective of using renewable energy in the Gestamp Group’s plants, obtaining a positive environmental impact and economic savings, which for Spain and

Portugal materialized with the signing of the photovoltaic on-site energy purchase and sale agreement with Powen referred to in the previous point.

In this respect, with the aim of increasing the consumption of renewable energy by Gestamp Aveiro, the execution of a second photovoltaic installation in another of Gestamp Aveiro's industrial buildings is now also approved. On this occasion, it is proposed that it will be through a “turnkey” contract, in such a way that the new photovoltaic installation, being the property of Gestamp Aveiro, is eligible for subsidies.. This second installation will be similar to the one already contracted through the on-site power purchase agreement and will cover approximately an additional 8% of Gestamp Aveiro's electricity consumption needs, thus reaching 16% of the company's renewable energy consumption.

The consideration for the turnkey contract for the photovoltaic installation is €324,862, to which must be added €53,686 for the reinforcement of the plant's roof and €24,746 for the interconnection to Medium Voltage in order to be able to feed surpluses into the grid. The operation and maintenance contract is priced at €3,712 per year. However, It is also foreseen the possibility of receiving a subsidy for at least an amount of 60% of the total price of the photovoltaic installation.

In this regard, at the time of its approval, the Board of Directors considered, based on the report issued by the Audit Committee, that the transaction was fair and reasonable from the point of view of Gestamp and, in particular, from the point of view of the shareholders other than the related party.

* * *

ANNEX I
REPORTS ISSUED BY THE AUDIT COMMITTEE PURSUANT TO ARTICLE 529
DUOVICIES LSC²

² Certain information has been deleted since the Board of Directors of Gestamp considers that such information could harm corporate interest. However, in the opinion of the Board of Directors, the omission does not prevent the shareholders from assessing that the transaction is fair and reasonable.

This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.

**REPORT ISSUED BY THE AUDIT COMMITTEE IN CONNECTION WITH
RELATED PARTY TRANSACTIONS SUBJECT TO THE APPROVAL OF THE
BOARD OF DIRECTORS OF GESTAMP AUTOMOCIÓN, S.A.**

1. PURPOSE OF THIS REPORT.

In accordance with the provisions of section 3 of Article 529 *duovicies* of Royal Decree 1/2010, of July 2, which approves the revised text of the Spanish Companies Act (hereinafter LSC), the approval by the general shareholders' meeting or by the board of directors of a related-party transaction must be subject to a prior report by the audit committee.

In addition, paragraph 2 of the same article of the LSC establishes that the Board of Directors has the power to approve related-party transactions, subject to a report from the audit committee, provided that the amount of the transaction is less than 10% of total assets.

In this regard, the Board of Directors Gestamp Automoción, S.A. (hereinafter, the “**Company**” or “**Gestamp**”) is expected to approve some operations between Gestamp and a party related to it at its next meeting on July 29th, 2024.

In accordance with the foregoing, the purpose of this report is to comply with the provisions of the aforementioned standard and, consequently, it is prepared by the Company's Audit Committee to justify the approval, if applicable, of the following related-party transaction.

2. RELATED PARTY TRANSACTION CONSIDERATIONS.

The main elements of the related party transaction submitted to the consideration of the Company's Audit Committee are detailed below, relating to: (i) an agreement for the lease of an industrial plant between Gonvauto Navarra, S.A. and Gestamp Navarra, S.A., and (ii) an addendum to the plant lease agreement between Gestamp Polska Sp. z.o.o. and Gonvarri Poland Sp. z.o.o.

2.1. Agreement related to the lease of an industrial plant between Gonvauto Navarra, S.A. (“Lessor”) and Gestamp Navarra, S.A. (“Lessee”):

- **Object of the transaction:** the lease of the plot of land owned by the Lessor, located in Salinas de Pamplona (Salinas-Potasas 103 road, 31191); on which the Lessor is going to carry out the construction of an industrial building to be used by the Lessee, which does not have

This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.

additional space in the area and is interested in expanding the current industrial plant located in the adjoining property.

- **Works:** the Lessor will be responsible for carrying out the construction works of the industrial plant in accordance with the project for the execution of works agreed with the Lessee.

With this, the project is composed of:

- **Plant 1** dedicated to laser cutting, welding and storage of [REDACTED] of surface area on the ground floor and a mezzanine of [REDACTED].
- **Plant 2** dedicated to presses with a surface area of [REDACTED] in the basement and of [REDACTED] on the ground floor.
- **Plant 3** dedicated to welding and heating furnaces for presses with a surface area of [REDACTED].
- **Auxiliary facilities building** with a surface area of [REDACTED].
- **Office building** with an above-ground floor and first floor, both with a surface area of [REDACTED].
- **Duration:** The initial term of the contract is two (2) years of mandatory compliance, with three (3) possible extensions of two (2) years each, at Gestamp's discretion.
- **Rent:** the rent applicable to the lease of the plant will be fixed at the time of delivery to the Lessee of the same and will be recorded in the delivery certificate that will be signed by the parties. A maximum investment cost by the Lessor of [REDACTED] has been estimated, which may vary as the construction develops. If the total investment changes (up or down), the income will be adjusted accordingly. Taking into account this initial value of the investment, the value of the land, the agreed duration of the lease [REDACTED]
[REDACTED], an approximate monthly rent of € 194.526,39.

2.2. Addendum to the lease agreement for a plant in Września (Poland) between Gonvarri Poland Sp. z.o.o. ("Lessor") and Gestamp Polska Sp. z.o.o. ("Lessee").

- **Purpose:** extension for an additional six years of the lease agreement for the plant and annex pavilion built by the Lessor at its own expense on the plot of land it owns, approved by the Board of Directors of the Company following a favourable report from the Audit Committee on July 25th, 2019 and signed on the same date.

Specifically, the building is divided into Phase I, which corresponds to the main plant building, with an area of [REDACTED], Phase II, which corresponds to the installation of the plant doors, and Phase III, which corresponds to the construction of the pavilion attached to the plant, with an area of [REDACTED] built by the Lessor in accordance with the characteristics requested by the Lessee.

This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.

- ***Rent and other conditions of the extension:*** Apart from the duration, the rest of the conditions of the contract do not vary. Therefore, the agreed rent of €37,500 per month is maintained.

3. **CONCLUSION.**

In view of the aforementioned considerations, the Audit Committee conclude that these transactions are fair and reasonable from the point of view of the Company and, in particular, from the point of view of the shareholders other than the related party.

Madrid, July 29th, 2024

This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.

**REPORT ISSUED BY THE AUDIT COMMITTEE IN CONNECTION WITH
RELATED PARTY TRANSACTIONS SUBJECT TO THE APPROVAL OF THE
BOARD OF DIRECTORS OF GESTAMP AUTOMOCIÓN, S.A.**

1. PURPOSE OF THIS REPORT.

In accordance with the provisions of section 3 of Article 529 *duovicies* of Royal Decree 1/2010, of July 2, which approves the revised text of the Spanish Companies Act (hereinafter LSC), the approval by the general shareholders' meeting or by the board of directors of a related-party transaction must be subject to a prior report by the audit committee.

In addition, paragraph 2 of the same article of the LSC establishes that the Board of Directors has the power to approve related-party transactions, subject to a report from the audit committee, provided that the amount of the transaction is less than 10% of total assets.

In this regard, the Board of Directors Gestamp Automoción, S.A. (hereinafter, the “**Company**” or “**Gestamp**”) is expected to approve some operations between companies belonging to its group (“**Gestamp Group**”), and parties related to it at its next meeting on July 29th, 2024.

In accordance with the foregoing, the purpose of this report is to comply with the provisions of the aforementioned standard and, consequently, it is prepared by the Company's Audit Committee to report on the fundamental conditions and justify the reasonableness of the following related-party transaction submitted for approval by the Board of Directors of Gestamp.

2. RELATED PARTY TRANSACTION CONSIDERATIONS.

The main elements of the related party transaction submitted to the consideration of the Company's Audit Committee are detailed below, relating to the execution of a "turnkey" photovoltaic project and its subsequent operation and maintenance by Powen Iberia, S.L. (“**Powen**”) at the Gestamp Group's plant in Portugal, Gestamp Aveiro-Indústria de Acessórios de Automóveis, S.A. (“**Gestamp Aveiro**”).

- **Object of the transaction:** execution and subsequent operation and maintenance of a photovoltaic installation of approximately [REDACTED] on the roof of one of the industrial buildings that make up the Gestamp Aveiro plant, for self-consumption, an installation that will be owned by Gestamp Aveiro.
- **Price:** €324,862 as consideration for the "turnkey" execution contract for the photovoltaic installation, to which must be added €53,686 for reinforcement of the plant's roof and €24,746 for the Medium Voltage interconnection to be able to discharge surpluses into the grid. The operation and maintenance contract is priced at €3,712 per year. It also provides for the

This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.

possibility of benefiting from a subsidy for an approximate amount equivalent to 60% of the total price of execution of the photovoltaic installation.

- ***Duration:*** a period of approximately six months is expected for the execution of the "turnkey" photovoltaic project. The operation and maintenance of the facility will be for a period of three years, extendable.
- ***Economic reasonableness of the operation:*** This project is part of the objective of using renewable energy in the plants of the Gestamp Group, obtaining a positive environmental impact and economic savings, which for Spain and Portugal materialised with the signing in February 2022 with Powen Energía Renovable, S.L. (belongs) of the framework agreement for the sale of energy "on-site" photovoltaic, already favourably reported by the Audit Committee and approved by the Board of Directors. Under this framework contract, Powen Energía Renovable, S.L. undertook to execute photovoltaic installations of its own on the roofs of 20 companies of the Gestamp Group in order to supply them with renewable energy from these facilities. These include the installation in one of the industrial buildings that make up the Gestamp Aveiro plant, where Powen will execute a photovoltaic installation with a power of [REDACTED] under this framework contract, from which it will supply renewable energy to Gestamp Aveiro covering approximately 8% of its consumption needs.

In order to increase the consumption of renewable energy by Gestamp Aveiro, the execution of a second photovoltaic installation in another of Gestamp Aveiro's industrial buildings is now being proposed. On this occasion, it is proposed that it be through a "turnkey" contract in such a way that the new photovoltaic installation is owned by Gestamp Aveiro, because it would apply the self-consumption regime, which would enable the possibility of benefiting from a subsidy for an approximate amount equivalent to 60% of the execution price of the photovoltaic installation.

This second installation will be similar to the one already contracted through the framework contract and, therefore, will cover approximately another 8% of Gestamp Aveiro's electricity consumption needs, thus reaching 16% of renewable energy consumption.

On the other hand, it is proposed to award the execution of this new "turnkey" photovoltaic installation to Powen, given that, having requested alternative offers from the suppliers [REDACTED] and [REDACTED], Powen's is considered the best offer, not only because it is the most competitive both in price and in the other conditions considered, but also in order to take advantage of the synergies that the execution of this second photovoltaic installation has with the one that will be installed under the framework contract, since both installations are similar and will be executed in parallel.

This document is a translation into English of an original document drafted in Spanish. This translation is for information purposes only, therefore, in case of discrepancy, the Spanish version shall prevail.

2. **CONCLUSION.**

In view of the aforementioned considerations, the Audit Committee conclude that these transactions are fair and reasonable from the point of view of the Company and, in particular, from the point of view of the shareholders other than the related party.

Madrid, July 29th, 2024