

CNMV
Edison, 4
28006 Madrid

Barcelona, July 12, 2022

OTHER RELEVANT INFORMATION

In accordance with article 227 of Royal Legislative Decree 4/2015, dated 23 October, which enacts the consolidated text of the Securities Market Act, LABORATORIO REIG JOFRE SA ("Reig Jofre" or "the Company"), hereby informs that, following the approval by the General Shareholders' Meeting held on April 28, 2022, of a Long-term Employee Loyalty Plan of the Company, the Board of Directors of Reig Jofre, in a meeting held on July 11, 2022, approved the third Temporary Share Buyback Program (the "Program"), under the new EU Regulation 596/2015, to cover the first tranche of the Loyalty Plan.

The Program will be subject to the provisions of Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016 by EU Regulation 596/2014 of the European Parliament and of the Council with regard to regulatory technical standards relating to conditions applicable to Temporary Share Buyback Program (the "Regulation") and will have the following characteristics:

- Purpose: Acquisition of shares to comply with the obligations of the Long-term Employee Loyalty Plan of Reig Jofre.
- Maximum number of shares to be acquired by the Program: 100,000 (First tranche of the Loyalty Plan).
- Maximum monetary amount allotted: The shares of this first tranche will be acquired at market price, and the maximum amount allocated will in no case exceed 500,000 euros.
- Duration of the Program: from July 12, 2022 until December 31, 2022 at the latest, or once all the shares subject to this first tranche have been acquired.

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Reig Jofre will communicate all executed transactions related to the Program, as provided in the Regulations, and will report on the completion of the Program and, if applicable, on the agreements of the Company's Board of Directors regarding the first tranche of the Loyalty Plan, up to a maximum amount of 100,000 additional shares.

The Program will be implemented by Solventis AV, SA, which will be the main manager.

Attached in Annex I is the verbatim transcription of the fourth point of the proposed agreements on the agenda items of Laboratorio Reig Jofre's Ordinary and Extraordinary General Shareholders' Meeting, relative to the Long-term Loyalty Plan for Managers, approved at a meeting held on April 28, 2022.

Yours sincerely,

Adolf Rousaud
Secretary of the Board of Directors



Annex I

Verbatim transcription of the fifth point of the proposal of agreements on the agenda items of the Laboratorio Reig Jofre, S.A., Ordinary and Extraordinary General Shareholders' Meeting, approved at a meeting held on April 28, 2022.

"FIFTH - Long-term employee loyalty plan of the Company, with the authorization and delegation of powers to the Board of Directors in relation to this matter.

Approve the terms that will govern the new long-term loyalty plan for certain employees of the Company, consisting of a program of an options on shares of the Company itself (hereinafter the "**Plan**"), in the terms indicated in the Board of Directors Explanatory Report on this item of the Agenda, with the following main characteristics:

1. *The Plan's objectives:* (i) Achieve maximum alignment of the interests and objectives of the executives with the overall strategy and objectives of the Company and its Shareholders; (ii) attract and retain talent with a remuneration plan that is competitive in the sector; (iii) maximise the motivation of the beneficiaries of the Plan in the execution of their responsibilities; and (iv) reinforce the commitment of the beneficiary employees to the Company.
2. *Beneficiaries of the Plan:* The persons determined by the Board of Directors, at the proposal of the Appointments, Remuneration and Sustainability Committee, in accordance with the responsibilities and functions they perform within the Company.
3. *Duration:* The Plan will run until 1 January 2030 (hereinafter referred to as the "**Plan End Date**").

The Board of Directors, at the proposal of the Appointments, Remuneration and Sustainability Committee, may extend the term of the Plan before its expiry.

Once the term has elapsed without the beneficiaries having exercised their options, any rights they may have under the Plan will cease to have effect.

4. *Delivery of options:* The Board of Directors may grant to the beneficiaries of the Plan a number of options entitling them to acquire as many shares as desired of the Company during the three (3) years following the date on which such options are granted. The total number of share options to be delivered to all beneficiaries, for all financial years, shall give rise to the acquisition of a maximum of 300,000 shares, the equivalent value of which shall not exceed the sum of ONE MILLION FIVE HUNDRED THOUSAND EUROS (€ 1,500,000.-).



For each financial year, each beneficiary may be granted up to one third (1/3) of the maximum number of options established. However, in the event that, in any of the years, less than the limit referred to above (i.e. less than the number corresponding to one third of the maximum number of options) has been delivered, the Board of Directors shall be authorised to cumulate the options not delivered in the previous year with the options to be delivered in the current year, or, in the following year, as the case may be, thus exceeding the limit of one third of the maximum number of options per year, without in any case the total number of options delivered exceeding the maximum limit of 300,000 options.

The number of options that may correspond to each beneficiary shall be determined by the Board of Directors, at the proposal of the Appointments, Remuneration and Sustainability Committee, considering the Company's operating results.

The delivery of the stock options by the Board of Directors shall take place within twelve months after the value dates 1 January 2023, 1 January 2024, and 1 January 2025.

The options and rights derived from the Plan shall be non-transferable, except in the event of the death of the beneficiary, and within the limits established by the Board of Directors.

5. *Consolidation of options:* The beneficiary shall vest the rights to his options progressively and proportionally over the next three years, immediately following the value date, at the rate of 1/3 per annum during this period.
6. *Time limit for exercising the options:* Options granted may be exercised as and when such options consolidated during the consolidation period of the options, and in any event within the time periods set out below:
 - Exercise of options delivered within twelve months after the value date 1 January 2023: until 1 January 2028.
 - Exercise of options delivered within twelve months after the value date 1 January 2024: until 1 January 2029.
 - Exercise of options delivered within twelve months after the value date 1 January 2025: until 1 January 2030.
7. *Exercise or settlement of options:* The beneficiary may exercise the options, and thus acquire ownership of the corresponding shares, as and when such options are consolidated (in whole or in part) and, in any event, within the option exercise period provided for in section 6 above.



8. *Exercise price of options:* The exercise price of each option shall be determined in accordance with the criteria to be established in the regulations of the Plan to be approved by the Board of Directors.
9. *Origin of the options:* The Company may use the shares comprising its treasury shares to hedge the Plan or use such other appropriate financial instrument as the Company may determine. The shares will be delivered either by the Company itself or by a third party, in accordance with the hedging systems finally adopted by the Board of Directors, once the legal requirements applicable to the chosen hedging system have been met
10. *Expenses and taxes:* The Company shall bear the expenses incurred in connection with the formalisation of the exercise of the options. Tax and social security costs and expenses will be borne by the corresponding taxpayers in accordance with current legislation.
11. *Relationship with the Company:* The beneficiary must provide his services to the Company on an exclusive basis for the entire consolidation period of the options.

The beneficiary must remain with the Company until the Plan End Date in order to exercise the granted and consolidated options, unless one of the following exceptional circumstances occurs: death, permanent disability, retirement and/or any other expressly provided for in the Plan, which must, in any case, be approved by the Board of Directors of the Company. In any other circumstances (e.g., voluntary severance, dismissal, etc.) the beneficiary will therefore lose the right to the options delivered and thus to receive the shares under the Plan.

12. *Expiry:* If the Board of Directors, using the authorisation granted to implement the Plan, does not deliver any option to any of the beneficiaries before 31 December 2025, this resolution shall expire.

Empower the Board of Directors, with express powers to delegate in favour of the Appointments, Remuneration and Sustainability Committee, for the application, execution, and development of the resolution of the General Meeting, including the establishment of anti-dilution rules that allow the adaptation of this system of options in order to preserve its value, if the share capital of the Company is modified. The Board of Directors is also empowered to adopt the necessary resolutions to comply with the obligations arising from this options system in the manner most convenient for the interests of the Company.

