



TUBACEX, S.A.

(Incorporated in Spain in accordance with the Spanish Capital Companies Act)
EUR 150,000,000 Senior Unsecured Notes Programme Tubacex 2024

INFORMATION MEMORANDUM (*DOCUMENTO BASE INFORMATIVO DE INCORPORACIÓN*) ON THE ADMISSION (*INCORPORACIÓN*) OF MEDIUM- AND LONG-TERM SECURITIES ON THE ALTERNATIVE FIXED-INCOME MARKET (“MARF”)

Tubacex, S.A. (indistinctively, “**Tubacex**”, the “**Company**” or the “**Issuer**” and together with the entities of the group of which the Issuer is the parent company, the “**Group**”) a public listed company with limited liability (*Sociedad Anónima*) organised under the laws of Spain with registered office at 8, Tres Cruces street, Llodio, (Araba- Álava), registered in the Álava Mercantile Registry (Basque Country, Spain) in volume 433, folio 33, sheet VI-641, with tax identification number A01003946 and LEI code 95980020140005703680, will request the admission of the Notes (*incorporación de valores*) to be issued under the Programme on the Alternative Fixed-Income Market (“**MARF**”) under the provisions of this Information Memorandum (*Documento Base Informativo de Incorporación*) (indistinctively, the “**Programme**” or the “**Information Memorandum**”).

The Final Terms (as this term is defined below) of each issue shall include the particular terms and conditions of the relevant issue, which shall determine those terms and conditions not set out in this Information Memorandum and shall include, where applicable, additional obligations to those set out in section VII of this Information Memorandum.

Admission (*incorporación*) to MARF will be requested for the Notes issued under the Programme. MARF is a multilateral trading facility and is not a regulated market in accordance with the provisions of articles 42 and 68 of Law 6/2023 dated March 17 on the Securities Market and Investment Services (“**Securities Market Act**”). There is no guarantee that the price of the Notes in MARF will be maintained. There is no assurance that the Notes will be widely distributed and actively traded on the market because at this time there is no active trading market. Nor is it possible to ensure the development or liquidity of the trading markets for the Notes.

This Information Memorandum is the one required by Circular 2/2018 from the MARF, of 4 December, on the inclusion and exclusion of securities on the Alternative Fixed Income Market (“**Circular 2/2018**”).

The Notes will be represented by book entries form (*anotaciones en cuenta*), as it is defined in article 6 of the Securities Market Act and their accounting record will be kept by Sociedad de Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (“**Iberclear**”), together with its participating entities, according to the provisions of title VIII of the Information Memorandum.

An investment in the Notes involves certain risks. Read section II of the Information Memorandum on Risk Factors.

This Information Memorandum (*Documento Base Informativo de Incorporación*) is not a prospectus (*folleto informativo*) pursuant to the Prospectus Regulation (2017/1129) and has not been registered with the National Securities Market Commission (“*Comisión Nacional del Mercado de Valores*” or “CNMV**”). The issue of Notes under the Programme is intended**

exclusively for professional clients and qualified investors in accordance with the provisions of Article 2e) of the Prospectus Regulation (2017/1129), and articles 194 and 196 of the Securities Market Act.

No action has been taken in any jurisdiction to permit a public offering of the Notes or the possession or distribution of the Information Memorandum or any other offering material in any country or jurisdiction where such action is required for said purpose. The Information Memorandum shall not be distributed, directly or indirectly, in any jurisdiction where such distribution constitutes a public offering of securities. The Information Memorandum is not an offering to sell securities and no public offering of securities shall be carried out in any jurisdiction where such offer or sale is considered contrary to the applicable legislation.

Neither the issue nor the subscription of the Notes require a prospectus to be prepared or registered with the CNMV pursuant to Article 35 of the Securities Market Act.

MARF has not carried out any kind of verification or testing with regard to this Information Memorandum or with regard to the content of the documentation and information provided by the Issuer.

ARRANGERS AND PLACEMENT ENTITIES

BANCA MARCH, S.A., NORBOLSA SOCIEDAD DE VALORES, S.A. AND BANCO SABADELL, S.A.

PAYING AGENT

BANCA MARCH, S.A.

REGISTERED ADVISOR

BANCA MARCH, S.A.

The date of this Information Memorandum is July 23, 2024.

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IMPORTANT INFORMATION

Neither the Issuer nor the Arrangers have authorized anyone to provide information to potential investors other than the information contained in this Information Memorandum and other publicly available information. Potential investors should not base their investment decision on information other than that contained in this Information Memorandum and alternative sources of public information.

The Arrangers assume no liability for the content of the Information Memorandum. The Arrangers have signed a contract with the Issuer, but neither the Arrangers nor any other entity has made any commitment to underwrite the issue, without prejudice to the ability of the Arrangers to acquire part of the Notes on their own behalf.

This Information Memorandum is not a prospectus (*folleto informativo*) and has not been registered with the National Securities Market Commission (CNMV).

Admission (*incorporación*) to MARF will be requested for the Notes issued under the Programme. MARF has the legal structure of a multilateral trading facility (MTF) (*sistema multilateral de negociación (SMN)*), under the terms set out in the Securities Market Act, constituting an unofficial alternative market for the trading of fixed-income securities.

This Information Memorandum follows the applicable proceedings on admission (*incorporación*) to trading and removal of MARF set out in its own Regulations and other applicable regulations. Neither MARF, the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) (CNMV) or the Placement Entities have approved or carried out any verification or testing regarding the content of the Information Memorandum, or/and the audited financial statements of the Issuer required under Circular 2/2018, of 4 December 2018 of MARF. The intervention of MARF does not represent a statement or recognition of the full, comprehensible and consistent nature of the information set out in the documentation provided by the Issuer.

The Registered Advisor has verified that the content of this Information Memorandum is compliant with the information requirements established by MARF and has reviewed that the information disclosed by the Issuer does not omit any relevant data or may mislead potential investors, as required under Circular 3/2013 of 18 July on Registered Advisors to the Alternative Fixed Income Market (“Circular 3/2013”). However, it shall not be assumed that the Registered Advisor has carried out any checks on the accuracy of the information provided by the Issuer.

It is recommended that the investor fully and carefully reads the present Information Memorandum prior to making any investment decision regarding the securities.

The Issuer hereby expressly declares that it is aware of the requirements and conditions necessary for the acceptance, permanence and removal of the securities on MARF, according to its current legislation, and expressly agrees to comply with them.

The Notes will be represented by book entries in Iberclear, according to the provisions of section VIII of the Information Memorandum.

PRODUCT GOVERNANCE STANDARDS UNDER MIFID II

THE TARGET MARKET WILL ONLY BE ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS

Exclusively for the purposes of the product approval process to be carried out by each producer, following the assessment of the target market for the Notes, it has been concluded that: (i) the market to which the Notes are intended to be issued is solely for "eligible counterparties" and "professional clients" as defined for each of these terms in the Directive 2014/65/EU of the European Parliament and of the Council of May 15, 2014 on markets in financial instruments and amending Directives 2002/92/EC and 2011/61/EC ("**MiFID II**") and their implementing legislation and (ii) all channels of distribution of the Notes to eligible counterparties and professional clients are appropriate.

Any person who, after the initial placement of the Notes, offers, sells, places, recommends or otherwise makes available the Notes (the "**Distributor**") shall take into account the assessment of the producer's target market. However, any Distributor subject to MiFID II shall be responsible for carrying out its own assessment of the target market with respect to the Notes (either by applying the evaluation of the target market of the producer or/and to identify appropriate distribution channel).

PROHIBITION ON SELLING TO RETAIL INVESTORS IN THE EEA

The Notes are not intended to be offered, sold or made available in any other way, nor should they be offered, sold or made available, to retail investors in the European Economic Area ("EEA"). "Retail investor" shall be understood for these purposes to refer to any person to whom either or both of the following definitions is/are applicable: (i) "retail client" within the meaning of section (11) of article 4(1) of MiFID II; (ii) client within the meaning of Directive 2002/92/EC, provided that they cannot be classed as a professional client based on the definition contained in section (10) of article 4(1) of MiFID II; or (iii) retail client according to the implementing legislation of MIFID II in any Member State of the EEA (in particular, in Spain, according to the definition of article 193 of the Securities Market Act and its implementing legislation). For this reason, none of the key information documents required by Regulation (EU) No. 1286/2014 of the European Parliament and of the Council of November 26, 2014 on key information documents for packaged retail and insurance-based investment products (the "**Regulation 1286/2014**") has been prepared for the purposes of the offering or sale of the Notes, or to make it available to retail investors in the EEA, and therefore, any of such activities could be unlawful pursuant to the provisions of Regulation 1286/2014.

SELLING RESTRICTIONS

No action has been taken in any jurisdiction to permit a public offering of the Notes or the possession or distribution of the Information Memorandum or any other offering material in any country or jurisdiction where such action is required for said purpose.

In particular:

European Union

The Notes are only directed to qualified investors according to the provisions in Article 2.1.e) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC. Therefore, this Information Memorandum has not been registered with any competent authority of any Member State.

Spain

This Information Memorandum has not been registered with the National Securities Market Commission in Spain ("Comisión Nacional del Mercado de Valores" or "CNMV").

The issue of the Notes will not constitute a public offering in accordance with the provisions of Article 35 of the Securities Market Act. The issue of Notes shall be intended exclusively for professional clients and qualified investors in accordance with the provisions of articles 194 and 196 of the Securities Market Act.

Portugal

This Information Memorandum has not been registered with the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários) and no action has been undertaken that would be considered a public offer of the Notes in Portugal. According to the above, the Notes to be issued under the Programme may not be offered, sold, or distributed in Portugal except

in accordance with the provisions of Articles 109, 110 and 111 of the Portuguese Securities Code (Código dos Valores Mobiliários).

Andorra

No action has been undertaken that may require the registration of this Information Memorandum with any authority of the Principality of Andorra.

Switzerland

This document does not constitute an offer to sell or a solicitation to buy the Notes in Switzerland. The Notes issued under the Programme shall not be subject to public offering or advertised, directly or indirectly, in Switzerland and will not be listed on SIX, the Swiss Exchange, or any other Swiss market. Neither this document nor the issue or marketing materials of the Notes constitute a prospectus within the meaning of articles 652a or 1156 of the Swiss Code of Obligations, nor a listing prospectus according to the Admission rules of the SIX Swiss Exchange or any other Swiss market.

United Kingdom

Financial promotion: it has only been communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (“FSMA”)) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer.

General compliance: it has been complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from otherwise involving the United Kingdom.

United States

This document must not be distributed, directly or indirectly, in (or sent to) the United States of America (according to definitions of the “Securities Act” of 1933 of the United States of America – “U.S. Securities Act”). This document is not an offer to sell securities or a solicitation to buy any securities in any jurisdiction in which such offer or sale is considered contrary to law. The Notes issued under the Programme will not be registered in the United States for the purposes of the U.S. Securities Act and may not be offered or sold in the United States without registration or an exemption application for registration under the U.S. Securities Act. There will not be a public offering of the notes in the United States or in any other jurisdiction.

ALTERNATIVE PERFORMANCE MEASURES

The Information Memorandum includes financial figures and ratios such as “EBITDA”, among others, that are considered to be Alternative Performance Measures (“APR”) in accordance with the Guidelines published by the European Securities and Markets Authority (ESMA) in October 2015. The APR originate or are calculated based on the financial statements in the audited consolidated annual accounts or the interim consolidated summarized financial statements, generally adding or deducting amounts from the items in those financial statements, the result of which uses a nomenclature habitual in business and financial terminology, but not used by the General Accounting Plan in Spain approved by Royal Decree 1514/2007 or by the International Financial Reporting Standards issued by the International Accounting Standards Board (IASB) adopted by the European Union (IFRS-EU). The APR are presented so that a better assessment may be made of the financial performance, cash flows and the financial situation of the Issuer since they are used by the Company to take financial, operating or strategic decisions within the Group. Nevertheless, the APR are not audited and are not required or presented in accordance with the General Accounting Plan in Spain approved by Royal Decree 1514/2007 or IFRS-EU. The APR therefore must not be taken into consideration on an isolated basis, but rather as information supplementing the audited consolidated financial information regarding the Company.

The APR used by the Company and included in the Information Memorandum may not be comparable to the same or similarly named APR by other companies.

FORWARD-LOOKING STATEMENTS

Certain statements in this Information Memorandum may be prospective in nature and therefore constitute forward-looking statements. These forward-looking statements include, but are not limited to, any statements that are not declarations of past events set out in this Information Memorandum including, without limitation, any statements relating to future financial positions and the results of the operations carried out by the Issuer, its strategy, business plans, financial situation, its development in the markets in which the Issuer currently operates or that it could enter into in the future and any future legislative changes that may be applicable. These statements may be identified because they make use of prospective terms such as “anticipate”, “believe”, “continue”, “estimate”, “expect”, “foresee”, “intend”, “may”, “must”, “plan”, “predict”, “project”, “propose” or “try”, or as the case may be, their negatives or other variations and other similar or comparable words or expressions referring to the results from the Issuer’s operations or its financial situation or offer other statements of a prospective nature. Forward-looking statements, due to their nature, do not constitute a guarantee and do not predict future performance. They are subject to known and unknown risks, uncertainties and other items such as the risk factors included in the section called “Risk Factors” in this Information Memorandum. Many of these situations are not in the Issuer’s control and may cause the actual results from the Issuer’s operations and its actual financial situation to be significantly different from those suggested in the forward-looking statements set out in this Information Memorandum. The users of this Information Memorandum are warned against placing complete confidence in the forward looking statements.

Neither the Issuer, nor its executives, advisors, nor any other person make statements or offer certainty or actual guarantees as to the full or partial occurrence of the events expressed or insinuated in the forward-looking statements set out in the Information Memorandum. The Issuer will update or revise the information in the Information Memorandum as required by law or applicable regulations. If no such requirement exists, the Issuer expressly waives any obligation or commitment to publicly present updates or revisions of the forward-looking statements in the Information Memorandum to reflect any change in expectations or in the facts, conditions or circumstances that served as a basis for such statements.

ROUNDING INFORMATION

Certain figures in this Information Memorandum, including financial, market and certain operating data, have been rounded for ease of reference. Accordingly, in certain cases, the sum of the numbers shown in a column or row of a table may not exactly add up to the total figure shown for the column or row, and the sum of certain figures expressed as a percentage may not exactly add up to the total percentage shown.

I. OVERVIEW OF THE PROGRAMME

This general overview of the Programme contains the basic information about the Programme and does not purport to be complete and may be subject to the limitations and exceptions set out below in this Information Document. These Sections should be read in conjunction with the entire Information Document and the corresponding Final Terms of each issue.

Issuer	Tubacex S.A.
Programme Amount	Up to 150,000,000 aggregate principal amount of Notes outstanding at any one time
Instrument	Notes (bonds)
Form and denomination	The Notes are issued to be admitted uncertified, dematerialized book-entry form (<i>anotaciones en cuenta</i>) with a nominal value of EUR 100,000.
Currency	Euro (€)
Status of the Notes	The Notes constitute, subject to the provisions of Condition 8.2 of Section VIII below (<i>Negative Pledge</i>), senior unsecured obligations of the Issuer which (unless they qualify as subordinated credits under Article 281 of the Royal Legislative Decree 1/2020, of 5 May, approving the revised text of the Insolvency Law (the “ Insolvency Law ”)), in the event of the insolvency (<i>concurso</i>) of the Issuer will, at all times, rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present and future senior unsecured and unsubordinated obligations of the Issuer (unless they qualify as subordinated credits under Article 281 of the Insolvency Law as may be amended from time to time and subject to any applicable legal and regulatory exceptions).
Issue Price	Notes may be issued at any price, as specified in the relevant Final Terms of each issue. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Placement Entities at the time of each issue in accordance with prevailing market conditions.
Interest	Notes will be interest-bearing. Interest may accrue at a fixed or variable interest rate, and the Notes may not have a negative yield.
Redemption	The relevant dates, system and price applicable to the redemption of the Notes issued under the Programme shall be set out in the Final Terms of each issue.

Optional Redemption by the Issuer	Notes may be redeemed before their state of maturity at the option of the Issuer (either in whole or in part) to the extent (if at all) specified in the relevant Final Terms of each issue or in the Programme, as further described in Section VIII.10).
Covenants	<p>Among others:</p> <ul style="list-style-type: none"> - Limitation on indebtedness; - Negative pledge; - Limitation on distributions; - Limitation on Sales of Assets; - Limitation on Investments; - Information and reports; - Change of Control; <p>See section VIII.8 (Covenants)</p>
Events of Default	See Section VII.15 (Events of Default) of the Information Memorandum.
Registration	<p>The Notes will be registered with Iberclear as the managing entity of the central registry of the Spanish clearance and settlement system (the Spanish Central Registry) that records all aggregate securities balances for each of its participating entities (<i>entidades participantes</i>) (the Iberclear Members).</p> <p>Each Noteholder's title to the corresponding principal amount of the Notes is set out in the registries maintained by the respective Iberclear Member or the Spanish Central Registry itself if the holder is an Iberclear Member.</p> <p>Noteholders who do not have, directly or indirectly through their custodians, an account with Iberclear may participate in the Notes through bridge accounts held by each of the Euroclear Bank S.A./N.V. entities and Clearstream Banking, société anonyme, Luxembourg, with Iberclear.</p>
Title	Title of the Notes issued under the Programme will be evidenced by book-entry forms (<i>anotaciones en cuenta</i>), each person shown in the registries maintained by the respective Iberclear Members, as being a holder of Notes shall be (except otherwise required by the applicable Spanish law) considered the holder of the principal amount of the

Notes recorded therein. The Holder of a Note means the person in whose name such Note is for the time being registered in the book-entry forms (*anotaciones en cuenta*) at the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book and Noteholder shall be construed accordingly. One or more certificates (each, a Certificate) attesting to the relevant Holder's holding of the Notes in the relevant registry will be delivered by the relevant Iberclear Member or, where the Holder is itself an Iberclear Member, by Iberclear (in each case, in accordance with the requirements of Spanish law and the relevant Iberclear Member's or, as the case may be, Iberclear's procedures) to such Holder upon such Holder's request.

Transfer

The transfer of securities represented by book entries (as is the case with Notes) will take place by book transfer. The Notes issued under the Programme will be issued without any restrictions on their transferability. Consequently, the Notes may be transferred and title to the Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and/or the Iberclear itself, as applicable. Each Holder (as defined herein) will be treated (except as otherwise required by Spanish law) as the legitimate owner of the relevant Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or annotation of, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.

Placement Entities

Banca March, S.A., Norbolsa Sociedad De Valores, S.A., and Banco de Sabadell, S.A. and any other placement entity appointed to these effects from time to time by the Issuer in relation to a particular issue of Notes

Paying Agent

Banca March, S.A.

Commissioner

Bondholders, S.L.

Governing Law

The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by Spanish law.

Risk factors

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations under the Notes are discussed under Section III (Risk Factors) below.

Use of proceeds

Tubacex has requested admission (*incorporación*) of the Programme to the MARF i) to diversify sources of external financing through access to capital markets, ii) to raise funds to strengthen the financial ability of the Issuer to obtain financing at longer maturities, and iii) to benefit from the flexibility of multilateral trading facilities with lower costs.

Admission to trading and listing

The admission (*incorporación*) to trading of the securities described in the present Information Memorandum will be requested to the multilateral trading facility known as the Alternative Fixed-Income Market (MARF).

II. SUMMARY

1. Overview of the Business of the Issuer

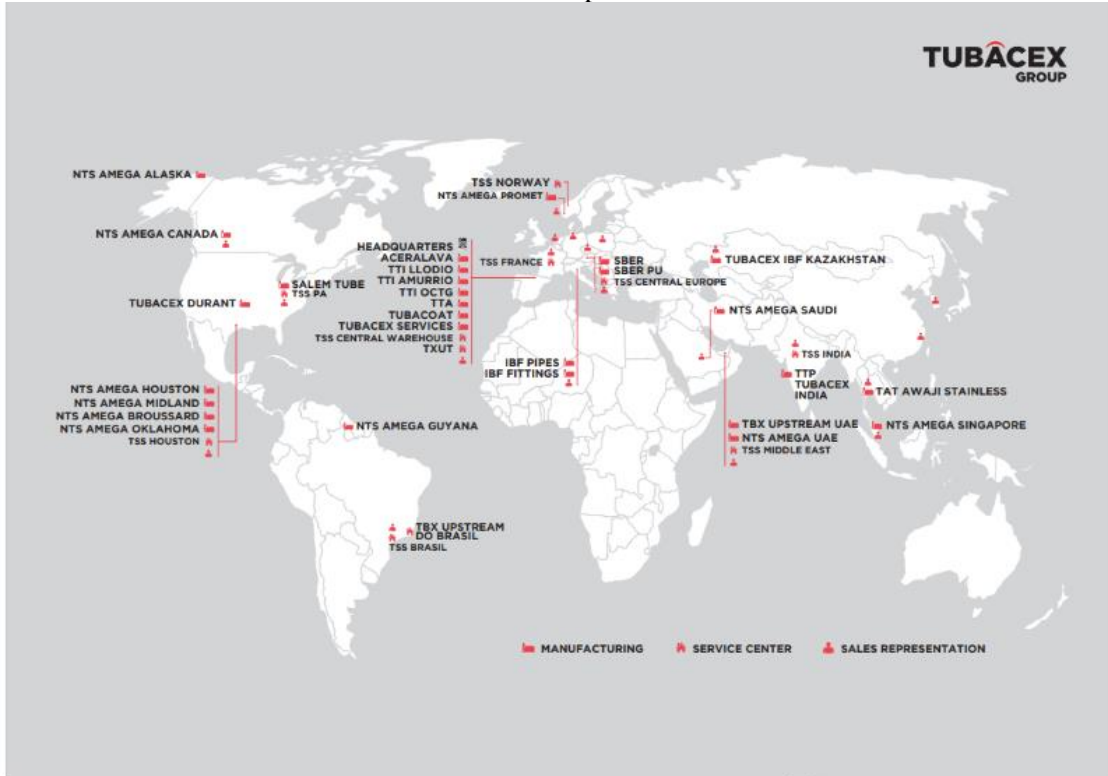
Tubacex is a global leader in the manufacture of high value-added products in advanced stainless steels and special alloys for the energy and mobility sectors. With a commitment to innovation and excellence, our fully integrated value chain spans from research and development to the delivery of the end-product. This integration guarantees cutting-edge technology, superior quality, and a focus on sustainability and circularity that sets industry standards. We specialize in a range of advanced materials, including corrosion-resistant alloys (CRA), and offer a suite of advanced machining services.

Tubacex operates production facilities and service centers across over 30 countries, ensuring valuable service delivery to its clients worldwide.

Tubacex operates 24 manufacturing plants located in Spain, Austria, Italy, USA, India, Thailand, Saudi Arabia, Dubai, Norway, Canada, Brazil, Singapore, Guyana and Kazakhstan. Additionally, it has 14 service centers worldwide and a global commercial presence.

Its sustainability and environmental policies are endorsed by leading ESG certification bodies, such as Science Based Targets (SBT) commitments to the reduction of emissions, and S&P sustainability standards.

TUBACEX is a listed company on the Spanish Stock Market since 1970 as part of the Ibex Medium Caps index.



Key figures 2023



The main demand segments for the products and services offered by Tubacex are E&P Oil, E&P Gas, Industrial, Precision and Transportation and Power Generation..

In 2023 the revenues breakdown by sector was: Industrial 35%, E&P Gas 24%, E&P Oil 19%, Precision and Transportation 15%, and Powergen 7%. As for geographical destinations: Asia and Middle East 43%, America 33%, Europe 21%, and Africa 4%. The Group employs approximately 2,500 people from around 20 nationalities in 17 countries.

Tubacex has been listed on the Spanish stock exchange (TUB MC) since 1970 and its shares are included in the IBEX MEDIUM CAP index.

2. History

Tubacex is a global leader in the manufacture of high value-added products in advanced stainless steels and special alloys for the energy and mobility sectors. With a commitment to innovation and excellence, our fully integrated value chain spans from research and development to the delivery of the end-product. This integration guarantees cutting-edge technology, superior quality, and a focus on sustainability and circularity that sets industry standards. We specialize in a range of advanced materials, including corrosion-resistant alloys (CRA), and offer a suite of advanced machining services.

Tubacex was founded in 1963 as a fully integrated company dedicated to the production of seamless carbon steel and alloyed tubes. The company manufactured its first tube in Llodio in 1965. By 1970, Tubacex was listed on the Spanish Stock Market, facilitating an expansion plan that aimed to manufacture its own steel and establish an integrated production chain that included steel manufacturing, hot extrusion, and cold-rolling of tubes. During the 1990s, Tubacex underwent significant reorganization focusing on specializing in stainless steel tubes, industrial and staff restructuring, and creating industrial subsidiaries, along with financial restructuring. This period also marked the acquisition of Salem Tube Inc. in Greenville, Pennsylvania, USA, in 1995.

The acquisition of the Austrian company Schoeller Bleckmann in 1999 positioned Tubacex as the second-largest manufacturer of seamless steel tubes worldwide. The early 2000s saw further expansion with the opening of commercial offices in Seoul (2000), Shanghai (2004), Sao Paulo (2006), and Dubai (2007). In 2012, Tubacex launched Tubacoat, specializing in the engineering and industrial development of customized innovative coatings for steel and nickel alloy products.

The strategic acquisition of the Italian company IBF in 2014, along with the launch of a strategic plan to transform into a provider of advanced tubular solutions, marked another significant phase. This was followed by the acquisition of Prakash Steelage in India in 2015, which expanded Tubacex's global footprint. In 2016, Tubacex signed a joint venture agreement with Awaji Materia in Thailand. The year 2017 saw the opening of Tubacex Service Solutions (TSS) warehouses in India, the Middle East, and Central Europe, enhancing its global offer with a network of own warehouses able to provide immediate product delivery and a wide range of finishing services.

In 2019, Tubacex formed a strategic alliance with SENAAT, an industrial investment holding from Abu Dhabi, to expand in the Middle East and acquired NTS entities along with SENAAT. In 2020, Tubacex announced a new strategic plan for 2020-2025 aimed at transforming into an industrial solutions provider for the energy and mobility sectors. This plan was followed up with the incorporation of Amega West and Durant into the Group in 2021 and the opening of production facilities in Kazakhstan and Guyana in 2022. Most recently, in 2023, Tubacex achieved the goals of its strategic plan ahead of schedule and introduced the new NT2 2027 plan "Driving the New Tubacex towards the Next Transition."

Tubacex operates production facilities and service centers across over 30 countries, ensuring valuable service delivery to its clients worldwide. Its commitment to sustainability and environmental stewardship is recognized and validated by top ESG certification authorities. This includes adherence to Science-Based Targets (SBT) for reducing emissions, to the Carbon Disclosure Project (CDP), and meeting the sustainability criteria set by S&P. Throughout its

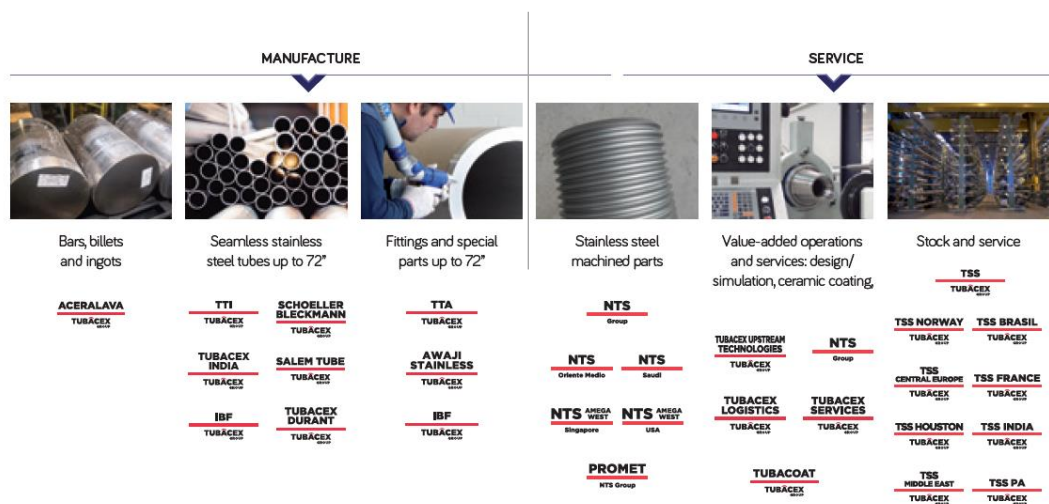
history, Tubacex has grown significantly in terms of revenues, earnings, and global presence, becoming a multinational company that exports to over 100 countries worldwide and has commercial offices in major global locations.

3. Relevant aspects of recent activity

The Group is engaged in the production and sale of seamless tubes in stainless steel and high nickel alloys. In addition, it manufactures other long stainless steel products.

Tubacex has opted for high added value and technological products, for which it has developed production capacities in those segments with a higher level of specialisation and high added value within the oil, gas and energy sectors in which it expects greater growth, such as the exploration and extraction of oil and gas in critical conditions (offshore and deep water) and the generation of energy in new generation plants.

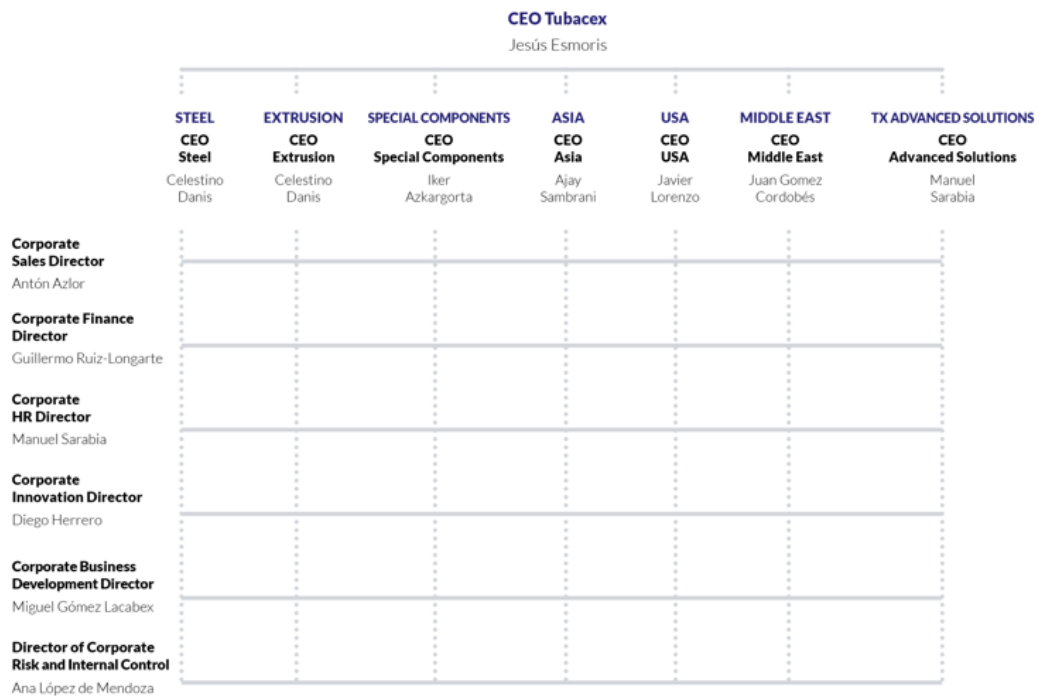
The portfolio of Tubacex contains a wide range of products and services offered by the Group. Tubacex Group companies can be classified according to their nature, i.e.: those specialized in manufacturing and those rendering value-added services.



4. Organizational Structure

Tubacex has adopted a management model that enables it to respond swiftly to market opportunities, adding value for its clients. Based on the existence of a structure of companies whose coordination is at group level through the management team, it seeks to maximize efficiency and operational synergies. The Management Committee acts under the principles set out in the company's Code of Conduct, with a philosophy of ongoing improvement and satisfying the needs of its stakeholders.

The Management Committee is made up of the CEO and the management team responsible for the support areas and the company's business units. More specifically, it is made up of the Sales and Marketing, Financial, People, Innovation and Purchasing areas and the business units under which the range of products and services is integrated, and it also includes the Corporate Director for Business Development. This structure favors the corporate alignment and increases the response capacity in light of market changes, improving the information flow and the quality of decision-making at all levels.



5. Strategy

In 2022, TUBACEX presented its new strategic plan which focuses on driving its vision of becoming a supplier of sophisticated industrial products and high value-added services for the power generation and mobility sectors. During the previous two years, the company worked hard to strengthen its competitiveness, ensure its liquidity and solvency, and improve its commercial position. All this was done with the aim of starting from a solid position in a recovering market.

This strategic plan, which covers the period 2022-2025, is based on three essential pillars: sustainability, profitability and competitiveness. It was presented during the General Shareholders' Meeting held on May 26, 2022.

On November 21, 2023, TUBACEX held its Capital Markets Day in Madrid, where it unveiled a significant update to its plan, extending its term to 2027.

This new cycle, called NT2 (new TUBACEX in the next transition), is based on a two-year anticipation of the fulfillment of the objectives of the previous plan, focusing on energy transition and corporate transformation.

Key Aspects of the NT2 Plan:

1. **Sustainability and Energy Transition:** The Low Carbon business unit emerges as a focal point, developing solutions for carbon and hydrogen capture, storage and utilization (CCS) technologies. This approach addresses emerging trends and the need for a balanced coexistence between conventional and renewable energies.
2. **Financial Objectives:** EBITDA is projected to exceed €200 million by 2027, with sales estimated at between €1.2 billion and €1.4 billion. Furthermore, keeping the Net Financial Debt (NFD) / EBITDA ratio below 2 times is the objective, reflecting a continued trend towards financial deleveraging and increasing cash flow.
3. **Reduction of dependence on Oil & Gas:** The plan contemplates reducing exposure to the Oil & Gas sector to less than one third of total activity, reaffirming the commitment to sustainability
4. **Shareholder Remuneration Policy:** An attractive remuneration policy will be maintained with a pay-out of 30 to 40%
5. **Vision for the future:** The aim is to position TUBACEX as a world leader in advanced solutions for power generation and mobility, with all businesses contributing significantly to the Group's growth.

The NT2 plan maintains the five strategic axes of the previous plan, focusing on leadership in sustainability, revenue stability, debt reduction, increased competitiveness and diversification. As a result, TUBACEX has achieved revenue stability, supported by a solid order book and a transformation in line with market trends.

The updating of the TUBACEX strategic plan reflects a firm commitment to innovation and the transition to a more sustainable future, establishing a solid foundation for growth and adaptation in a dynamic business environment. The creation of the Low Carbon business unit and the diversification strategy underline this commitment, aligning TUBACEX with the global objectives of sustainable development and energy transition.

Main Lines of the NT2 Plan:

1. Sustainability Plan:

Fostering an environmentally friendly company committed to people and society, and extending its commitment to the supply chain, with an action plan aligned with the UN Sustainability Development Goals.

2. Stability of Current Business:

Positioning focused on achieving more stable results, supported by the improved product mix, the commitment to premium products with positive prospects in the short and medium term, and commercial positioning with the award of long-term contracts.

- Focus on long-term relationships with key customers in premium segments, guaranteeing volumes.
- Major efforts in operational stability to improve efficiency and delivery times.

As for the different businesses, stability of the current business has several implications: in the OCTG business segment, long-term agreements have been negotiated with various companies for the coming years in addition to the existing ones. In the umbilical business, agreements have been established with the main strategic customers of umbilical tubes.

In the subsea business, several framework agreements have been signed with strategic customers following the recent acquisition. In aerospace, two Framework Agreements with two leading companies have been renewed. In special services, agreements have been signed with important petrochemical groups, and in the H&I (Hydrogen and Industry) business, framework agreements have been signed with the main end users in the H&I market for segments outside the Oil & Gas sector.

3. Diversification:

Acceleration of the diversification plan in line with decarbonization requirements.

In spite of its good positioning in other industries, such as aeronautics or instrumentation, Tubacex is pushing its diversification strategy in order to achieve a more balanced business mix, on one hand, focusing on gas, which facilitates the transition to green energy and is an alternative to coal, and on the other hand, deploying low carbon solutions in its business unit, as a key lever in this balance.

4. Reduction of Net Debt:

Net debt can be reduced by taking advantage of the positive cycle in the sector and focusing on generating results and cash flow, while continuing to work on ways to reduce working capital needs, by maintaining optimal inventory levels for each plant based on its business.

Dedication to cash generation through:

- Optimization of working capital requirements.
- Obtaining optimal inventory levels per plant.

- Analysis of possible divestments in non-strategic businesses.
- Discipline and rigor in capital investment (CAPEX).
- Cash Pooling Strategy.
- Maintaining a net debt to EBITDA ratio of 2-3 times.

5. Competitiveness:

To achieve this debt reduction and maintain the traditional business stability, it is necessary to be competitive. In 2020 and 2021, the company restructured in order to be ready for this strategic plan and adapted to the new market situation. The focus is on maximizing competitiveness through clear diligence in operating costs, management of raw materials and scrap, and operating excellence, based on digitalization.

Some of the actions deployed in this area are: Lean Manufacturing:

- Focus on operational efficiency supported by digital capabilities.
- Continuous improvement through the TxPS system.
- Maintaining workforce flexibility and achieving cost reductions. The objective for 2025 is to achieve an EFQM assessment of 500 and to keep direct personnel costs below 20% of sales in the Group.

6. Financial information

The financial information presented in this Information Memorandum includes the consolidated financial statements of Tubacex and its Group for the years ended 31 December 2023 and 31 December 2022, which have been extracted from the audited consolidated annual accounts of the Group for the years ended 31 December 2023 and 31 December 2022, which are included by reference into this Information Memorandum.

The consolidated financial statements as of 31 December 2023 and 2022 have been prepared from the accounting records of the Group and are presented in accordance with the commercial legislation and the established rules in the General Accounting Plan approved by Royal Decree 1514/2007 and the amendments made thereto by Royal Decree 1159/2010.

Certain data contained in this Information Memorandum, including financial information, have been subject to rounding adjustments. Accordingly, in certain instances, the sum of the numbers in a column or a row of the tables may not conform exactly to the total figure given for that column or row, or the sum of certain numbers presented as a percentage may not conform to the total percentage given.

III. RISK FACTORS

The following are the risks to which Tubacex and its Group is exposed, including those arising from the business areas in which it operates, as well as those specifically related to its business. The materialization of any of these risks could have a negative effect on its business, financial position, and the results of Tubacex and its Group operations, and subsequently the nominal and/or interest that investors receive for the Notes.

Prospective investors should carefully consider the risks described below in conjunction with other information contained in this document. In addition, these risks are not the only ones to which the Issuer could be exposed; it may be the case that risks which are currently unknown or not considered relevant at this time could materialize in the future.

In most cases, the risk factors described in this Information Memorandum are contingencies or exposures which may or may not occur. Tubacex cannot express an opinion on the probability that such contingencies or exposures will effectively materialize.

1. Risks related to the Issuer's Industry and Business

1. Risks associated with the current economic situation

The evolution of the business activities carried out by the Group is closely related, in general, with the economic cycle of the countries and regions in which the Group is present, as well as with the impact of economic cycles linked to certain raw materials.

Following the crisis of 2020 induced by the pandemic and the ensuing drop in adjudications, the market embarked on a recovery in 2021, which accelerated in 2022 and continued throughout 2023, a year in which the Group reported record earnings.

The recovery has been widespread across all sectors and markets and the Group's diversification has allowed it to take advantage of healthy momentum in each sector. It is worth singling out the strength of the upstream oil & gas sector, which accounted for a significant portion of the Group's earnings in 2023 and is expected to continue to do so in the future thanks to long-term supply agreements locked in. Growth was also noteworthy in the nuclear power sector and the Group's Low Carbon division, fuelled by the energy transition.

The earnings reported in 2023 implied delivery of the strategic targets set for 2025 two years ahead of schedule. As a result, the Tubacex Group has presented a new strategic plan, dubbed NT2 (New Tubacex, Next Transition), to 2027, which leverages the energy transition and the Company's transformation. Under this plan, the Low Carbon business unit is the key growth platform, albeit articulated around existing customers and industrial solutions already created for the capture, storage and use of carbon (CCS) and hydrogen. The targets established under the plan call for revenue of between 1.2 and 1.4 billion euros and EBITDA of over 200 million euros by 2027. As a result, the Group is expecting to achieve exponential growth in the next four years. That growth will be achieved while preserving the financial solidity of recent years. Indeed, the Tubacex Group expects to continue to gradually deleverage throughout the projection period, which, coupled with reinforced cash flow generation, is expected to bring its leverage ratio (net debt-to-EBITDA) below 2x by the end of 2027.

2024 is not without its uncertainties. At the macroeconomic level, the advanced economies and China are expected to slow, with global growth driven by the rest of the emerging economies. The risk that inflation will stay higher for longer than anticipated is pushing back the prospect of interest rate cuts and eroding business and consumer confidence levels. As for geopolitics, the war that broke out in Ukraine in 2022 and the recent escalation of tensions in the Middle East constitute the main sources of uncertainty and risk factors.

However, Tubacex is starting 2024 with an orderbook of 1.4 billion euros, which implies significant visibility. Given the current environment, the Group believes that the first half of 2024 will look a lot like last year, with scope for higher growth in the second half. It also anticipates an order intake that will facilitate strong growth in 2025.

2. *Risks arising from unexpected adjustments and project cancellations*

The Group's project portfolio corresponding to this business area is sometimes exposed to unexpected adjustments and cancellations, as well as to anticipated maturities or variations, since the projects may remain in the portfolio for a long period of time.

This circumstance increases the possibility that any of these contracts may be terminated early, respecting the corresponding notice periods or due to breach or defect on the part of the Group. In such circumstances, the Group may not be entitled to receive the indemnity corresponding to early maturity.

3. *Risks associated with potential manufacturing defects.*

The Group's positioning in the manufacture of high value-added tubes requires the implementation of demanding quality control of the products and services that Tubacex provides to its customers. Notwithstanding the foregoing, the Group cannot completely rule out the possibility that some of its products or services may present a defect that could cause damage to goods or persons or to the facilities that could install the tubes manufactured by Tubacex, or even interrupt the customer's production process or cause environmental damage. Without prejudice to exhaustive quality controls and the highest degree of compliance with standards and regulations, possible defects could lead to the Group's obligation to pay compensation or to circumstances deteriorating the turnover or commercial reputation of the Tubacex and its Group. Most of the impact of these risks are under the umbrella of international insurances.

4. *Environmental risks*

The Group's operations are subject to environmental protection legislation. In particular, in the countries in which the Group operates (and especially in the European Union and the United States) these production processes are subject to multiple environmental regulations. This regulation affects the protection of serious accidents, the use of chemical substances (REACH regulation), the elimination of wastewater, the elimination of hazardous industrial waste, atmospheric and aquatic pollution and soil protection.

The Group considers that it complies with these laws and that it maintains procedures designed to encourage and guarantee compliance, although stricter regulations may entail the need to make significant investments or pay additional taxes or fees, either for new equipment or for cleaning up any environmental risks that might arise. In addition to internal procedures, the group maintains insurance policies to cover environmental risks of its production facilities.

5. *Risks related to belonging to an intensive consumer industry of raw materials and energy*

The production of tubes is essentially intensive in the consumption of raw materials (nickel, stainless steel scrap, molybdenum and chromium), and Tubacex must maintain diversification in external sources of supply.

The Issuer depends on regular deliveries from particular suppliers of raw materials. The foregoing means that interruptions or stoppages in such deliveries could materially and adversely affect Tubacex operations until an alternative is found. In addition, Tubacex may not be able to find acceptable alternatives, and any such alternatives could result in increased costs and potential losses on certain contracts. Even if acceptable alternatives are found, the process of locating and securing such alternatives might be disruptive to Tubacex business and might lead to the termination of supply agreements with its customers.

If any of the Issuer's suppliers fail or refuse to deliver materials to them for an extended period of time, or if Tubacex is unable to negotiate acceptable terms for the supply of materials with these or alternative suppliers, the business could suffer. Tubacex may not be able to find acceptable alternatives, and any such alternatives could result in increased costs and potential losses on certain contracts. Even if acceptable alternatives are found, the process of locating and securing such alternatives might be disruptive to the business and might lead to the termination of supply agreements with their customers.

The Issuer depends on the ability of its suppliers to provide materials that meet its customers' technical specifications, quality standards, and delivery schedules. Likewise, energy is a particularly intensive vector in the Group's production process.

6. *Risks related to safety and health at work:*

The importance of the industrial workforce in the Group's activities makes occupational health and safety management a particularly important element.

The Group has adopted, in accordance with the legislation in force at each of its industrial sites, the required measures and maintains a continuous commitment to guaranteeing the absolute implementation of measures aimed at preventing and avoiding occupational accidents.

7. *Risks derived from claims of responsibility in the development of its activity*

The Group could be exposed to substantial liability claims due to the dangerous nature of some of the activities it carries out, or due to contractual errors or omissions or those of its professionals in the performance of those activities.

An accident or a failure in the development, execution and/or operation of the works, projects and concessions carried out by the Group or in the provision of its services may cause damage or even death to persons, as well as the deterioration of installations and equipment or the environment, and the Group may be exposed to claims for acts and omissions by subcontractors that cause damage.

8. Risk of loss of key personnel

Tubacex has a management team with a substantial amount of expertise in the industry. The departure of key members of management could result in the loss of valuable know-how and/or less or unsuccessful implementation of strategies.

9. Other risks of doing business in foreign countries

International operations are subject to various risks that could have a Material Adverse Effect on those operations and Tubacex business as a whole, including but not limited to:

- Exposure to local economic and social conditions, including logistical and communication challenges;
- Exposure to local political conditions;
- Exposure to local public health issues and the resulting impact on economic and political conditions;
- Exposure to potentially undeveloped legal systems, which make it difficult to enforce contractual rights; and exposure to potentially adverse changes in laws and regulatory practices;
- Exposure to local tax requirements and obligations;
- Foreign currency exchange rate fluctuations and currency controls;
- Greater risk of uncontrollable accounts and longer collection cycles;
- The necessity of foreign representatives and/or consultants;
- The risk of government sponsored competition;
- The difficulty of managing and operating an enterprise spread over various countries;
- Controls on the repatriation of cash, including the imposition or increase of withholding and other taxes on remittances and other payments by foreign subsidiaries;
- Exposure to potential economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction activity performed in certain countries pursuant to anti-terrorism laws, export control laws or other laws or regulations imposed, administered, enacted or enforced from time to time by certain “Sanctions Authority” such as United States, United Nations Security Council, the European Union (or any of its member states), the United Kingdom, Spain, or the respective governmental institutions of any of the foregoing including, without limitation, Her Majesty's Treasury, the UK Department for Business, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.

- Export and import restrictions.

10. *Infringement of intellectual property license rights and the failure to protect the Group's intellectual property may adversely affect Tubacex business*

The Company believes that it either owns or may validly use all of the intellectual and industrial property rights required for its business operations, and that it has taken all reasonable measures to protect its rights or obtain warranties from the owners of third party rights. However, Tubacex cannot rule out the risk that its intellectual and industrial property rights may be disputed by a third party on the grounds of pre-existing rights or for any other reason. Furthermore, for countries outside of Europe and North America, Tubacex cannot be sure of holding or obtaining intellectual and industrial property rights that offer the same level of protection as those in Europe and North America.

11. *Increases in labour costs, potential labour disputes and work stoppages at Tubacex facilities and the facilities of its suppliers or customers could materially adversely affect Tubacex financial performance*

Tubacex has a specific exposure to labour strikes at its companies, mainly in international operations. If major work disruptions involving its employees were to occur, the business could be adversely affected by a variety of factors, including a loss of revenues, increased costs and reduced profitability. Tubacex cannot assure that the Company will not experience a material labour disruption at one or more of its facilities in the future. Tubacex cannot guarantee that it will be able to successfully extend or renegotiate its collective bargaining agreements as they expire from time to time. If Tubacex fails to extend or renegotiate any of its collective bargaining agreements or is only able to renegotiate them on terms that are less favourable to the Company, it may need to incur additional costs, which could have a Material Adverse Effect on the business, financial position, and the results of operations.

12. *The Issuer's operations depend on its ability to maintain continual, uninterrupted production at its manufacturing facilities, as well as the continual, uninterrupted performance of its information technology ("IT") system*

Like any industrial society, the maintenance of production equipment is essential for the proper functioning of the business. This investment requires dedication and funding. However, Tubacex cannot guarantee that its efforts can prevent any event that could result in production problems.

13. *Increased capital expenditure requirements for Tubacex ongoing operations will consume cash from Tubacex operations and borrowings*

The Issuer's ability to undertake such operational and maintenance measures largely depends on the cash flow from its operations and its access to capital. Tubacex intends to continue to fund its cash needs through cash flows from operations.

However, there may be unforeseen capital expenditure needs for which the Issuer may not have adequate capital. The timing of capital expenditures may also cause fluctuations in Tubacex operational results.

14. A breach of the covenants of Tubacex Notes or financing contracts could adversely affect Tubacex financial position

The Programme contemplates certain covenants that Tubacex or its Group has to meet. Such covenants are reflected in section 8 of the Information Memorandum.

Additionally, Tubacex and its Group have certain bilateral financing agreements. Any breach of the covenants of the Notes or of certain bilateral financing agreements may require Tubacex to repay the Notes or the relevant financing contracts early, which may adversely affect Tubacex business, its results, or its financial, economic or equity situation.

15. Tubacex is subject to a complex local and international tax environment that often requires the Company to make subjective determinations (i.e. Transfer pricing, international and local laws, regulations and criteria)

Tubacex is subject to many different forms of taxation including but not limited to income tax, value added tax, social security, and other payroll-related taxes. Tax law and administration is complex and often requires the Company to make subjective determinations. The tax authorities may not agree with the determinations that Tubacex makes with respect to the application of tax law. Such disagreements could result in lengthy legal disputes and, ultimately, in the payment of substantial amounts of tax, interest, and penalties.

16. At certain times, Tubacex may not be adequately insured

Tubacex currently has insurance arrangements in place for products and public liability, property damage, business interruption (including for sudden and unexpected environmental damage) and other areas. However, these insurance policies may not cover losses or damages resulting from the materialization of any of the risks Tubacex is subject to.

17. Terrorism, other acts of violence, wars or political changes in geographical areas where Tubacex operates may affect its business and results

Terrorism, other acts of violence, or war may negatively affect the Issuer's business and the results of its operations. There can be no assurance that there will not be terrorist attacks or violent acts that may directly affect Tubacex, its customers, or partners. In addition, political changes in certain geographical areas where Tubacex operate may affect its business and the results of operations. Any of these occurrences could cause a significant disruption in the Tubacex business and could adversely affect Tubacex business operations, financial position, and operational results.

18. Natural catastrophe affecting any of Tubacex plants

The Company's plants are exposed to natural disasters. Should a natural disaster occur, the effect could damage part or all of the machinery and thus cease production for a certain period of time. In this case, the Company may have to assume high costs to repair or substitute the affected equipment in order to restore production. Such events could have

a Material Adverse Effect on the Issuer's business operations, financial position, and operational results.

In particular, the appearance of Covid-19, together with the measures approved to contain it, such as travel restrictions and other measures to discourage or limit the movement of people, had an adverse effect on the level of economic activity in all the world and the areas where the Group was present and affected its business activity, financial situation and results as described further on the present document.

19. *Tubacex may be subject to current or future restrictions on the transfer of funds*

Under the current foreign exchange regulations in certain countries, there are restrictions on the transfer of funds to and from such countries, which may include restrictions on the disposition of funds deposited with banks and restrictions on transferring funds abroad, and may require official approval to buy foreign currency. Additionally, the Issuer has trapped cash in certain jurisdictions in which it operates in relation to its joint ventures and local law. These restrictions could impact the payment of dividends to us by certain of its subsidiaries. If Tubacex was unable to repatriate funds from any such countries, Tubacex would not be able to use the cash flow from its businesses to finance its operating requirements elsewhere and satisfy its debt obligations, including the Notes.

2. Financial risk factors

Tubacex activities are exposed to a number of financial risks (fair value risk and price risk), exchange risk, and interest rate risk on cash flows. Tubacex seeks to minimize potential adverse effects on its financial performance. Risk management is controlled by its financial department in accordance with policies approved by the Company.

1. *Market risk (fair value and price risk)*

Tubacex and its Group is exposed to variations in the price of the main raw materials for the manufacture of stainless steel such as nickel, chromium, molybdenum and stainless steel scrap itself, indexed in its price mainly to the cost of nickel. The most significant effect comes from the price of the nickel, which is quoted daily on the London Metal Exchange (LME) and its impact on the cost its scrap itself, as well as the cost of chromium and molybdenum.

The general policy of Tubacex and its Group is to achieve the coverage of the raw material corresponding to the orders of both steel and tubes quoted at a fixed price so that they are isolated from potential fluctuations prior to collection. These hedges are applied to possible price fluctuations for goods indexed to the nickel price and the Group is evaluating other alternatives to cover more potential fluctuations.

2. *Credit risk*

The Group's exposure to credit risk is not significantly concentrated. The principal credit risk is attributable to accounts receivable from business transactions, to the extent that the counterparty does not meet its contractual obligations.

In order to cover the credit risks of sales, the Group follows a prudent policy of coverage, mainly through contracts with credit insurance companies in the event that they are not addressed to customers of high solvency. The Group's general policy is to maintain minimum levels of exposure to credit risk and thus the Group's exposure to this risk is limited to the trade receivables of the Group's clients that at 31st December 2023 amounted up to € 82,550 (€ 95,646 in 2022). Part of these credits amounted up to € 8,331 in 2023 (€ 6,407 in 2022) are impaired for accounting purposes as the Group considers that they are difficult to recover.

3. *Liquidity risk*

The Group carries out prudent liquidity risk management, based on loans with long maturities and attractive financial conditions, credit lines with generous limits, some of which are not drawn down, which allow credit to be available in the short term, factoring facilities which help to anticipate customer collections, reverse factoring facilities that facilitate the management of payments to suppliers and through a heterogeneity of sources of financing, diversifying among a variety of financial entities, public institutions granting CDTIs loans, the European Investment Bank, Spain's official credit institute (ICO) and the capital markets (the alternative fixed-income exchange, known as MARF). The combination of all these mechanisms provides the Group with a good liquidity buffer.

The Group also has a high cash position, which allows it to have a good liquidity position.

4. *Exchange risk*

The Group is exposed to currency fluctuations. A distinction is made between two effects arising from sales of products and purchases of raw materials. On the one hand, there is a risk in the variation of the margin generated in sales from the moment of sale until collection, and a risk in the purchase values made in dollars, mainly raw materials. On the other hand, there is a risk in the consolidation of the results of the subsidiaries outside the Euro zone (through the use of the closing exchange rate method) whose financial statements are mainly in dollars or Indian Rupees. In order to manage foreign exchange risks, the Group hedges the import and export transactions, respectively.

Interest risk

The loans and credit facilities arranged by the Group which are indexed to the Euribor index, expose the Group's financial cost to potential variations in interest rates. The Group hedges the interest rate risk in order to mitigate this exposure, mainly in long-term transactions.

3. Risks relating to the Notes issued under the Programme

1. *Early redemption of the notes risk*

The Programme provides the possibility of early redemption of the Notes issued there under by the Issuer, who then proceeded with the transaction, an investor might not be able to reinvest the outcome on comparable values at the same interest rate.

2. *Future sale of Notes on the secondary market after the offering could negatively affect the Notes' market price*

Sales of a substantial number of the Company's Notes on the public market following this offering, or the perception that such issuance or sale might occur, could adversely affect the market price of the Notes and/or the Company's ability to raise capital through a future public offering.

3. *The Notes price could be volatile and subject to sudden and significant declines*

The market price of the Notes may be volatile. Factors beyond the Company's control, such as changes in the results of operations and the financial position of the Company's competitors, negative publicity, or changes in financial market conditions, may have a significant effect on the market price of the Company's Notes. In addition, during the past few years, the markets in Spain and worldwide have experienced significant volatility in prices and trading volumes. This volatility could have a negative impact on the market price of the Notes, regardless of the Company's financial position and the results of its operations.

4. *Noteholders in countries with currencies other than the euro will be exposed to exchange rate risks*

Noteholders residing in countries that have not adopted the euro as their official currency will be exposed to an additional investment risk related to variations in the rate of exchange between the currency of their country of residence and the euro. Notes will only be issued and listed in Euros.

5. *Tubacex may not be able to obtain the funds required to repurchase Notes upon a change of control*

The terms and conditions of the Notes issued under the Programme shall contain provisions relating to certain events constituting a "Change of Control" of Tubacex. Upon a Change of Control, Tubacex would be required to offer to repurchase all outstanding Notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest and additional amounts, if any, as of the date of repurchase. If a Change of Control were to occur, Tubacex cannot assure you that it would have sufficient funds available at such time to pay the repurchase price of the outstanding Notes under the Programme. A Change of Control may result in a prepayment or default event, and the acceleration of other Indebtedness. The repurchase of the Notes pursuant to such an offer could precipitate a default under such Indebtedness, even if the Change of Control itself does not. Sufficient funds may not be available when necessary to make any required repurchases. In addition, Tubacex expects that it would require third party financing to make an offer to repurchase the Notes upon a Change of Control. Tubacex cannot assure you that it would be able to obtain such financing. Any failure by the Issuer to offer to purchase the Notes would constitute a default under the terms and conditions of the Notes issued under the Programme.

The Change of Control provision may not necessarily afford protection in the event of certain important corporate events, including a reorganization, restructuring, merger or other similar transaction, involving Tubacex that may adversely affect the Noteholders,

because such corporate events may not involve a shift in voting power or beneficial ownership or, if they do, may not constitute a “Change of Control” as defined in the terms and conditions of the Notes issued under the Programme.

6. *There may not be an active trading market for the Notes, in which case the ability to sell the Notes may be limited*

Tubacex cannot assure Noteholders of the liquidity of any market, their ability to sell the Notes, or the sale price of the Notes. Future trading prices for the Notes will depend on many factors, including, among other things, prevailing interest rates, Tubacex’s operating results, and the market for similar securities.

Although an application will be submitted to list the Notes issued under the Programme on the Spanish *Mercado Alternativo de Renta Fija* (MARF), Tubacex cannot assure that the Notes will be or will remain listed.

Although no assurance is made as to the liquidity of the Notes as a result of admission (*incorporación*) to the MARF market, failure to be approved for admission or exclusion (whether or not for an alternative admission to listing on another stock exchange) of the Notes from the MARF market may have a material effect on a Noteholder’s ability to resell the Notes, as applicable, on the secondary market.

7. *The decisions of the Noteholders Syndicate may be contrary to those of individual Noteholders*

The terms and conditions of the Notes issued under the Programme may include clauses regarding the Noteholders Syndicate assemblies, which may take place to resolve matters regarding the interests of Noteholders. These clauses establish specific majorities which will be binding for all Noteholders, including those who have not come nor voted in the assembly, or who have voted against the majority, thus being bound by the decisions taken in a validly convened and held assembly. Therefore, it is possible that the Noteholders Syndicate takes a decision with which an individual Noteholder does not agree, but to which all Noteholders are bound.

8. *Risk related to the Issuer as an entity with no operations of its own*

The Issuer is an entity with no independent business operations and no significant assets, other than the equity interests the Company holds in its subsidiaries. The Issuer will be dependent upon the cash flows from its subsidiaries in the form of dividends or other distributions or payments to meet its obligations, including its obligations under the Notes. The amounts of dividends and distributions available to the Company will depend on the profitability and cash flows of its subsidiaries and the ability of its subsidiaries to issue dividends to it under the applicable law. The subsidiaries of the Issuer, however, may not be permitted to make distributions, move cash, or advance upstream loans to the Issuer to make payments in respect of its Indebtedness, including the Notes. Applicable laws and regulations, including tax laws, may also limit the amounts that the subsidiaries of the Issuer are permitted to pay as dividends or distributions. Any restrictions on distributions

by such subsidiaries could adversely affect the ability of the Issuer to make payment on the Notes.

9. *The value of and return on any Notes linked to a benchmark may be adversely affected by ongoing national and international regulatory reform in relation to benchmarks or future discontinuance of benchmarks*

Reference rates and indices such as EURIBOR, LIBOR or other interest rate or other types of rates and indices which are deemed to be “benchmarks” (a “Benchmark”), to which the interest on securities may be linked, have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. This has resulted in regulatory reform and changes to existing Benchmarks, with further change anticipated. Such reform of Benchmarks includes the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (“**Benchmarks Regulation**”).

The potential elimination of any other Benchmark, or changes in the manner of administration of any Benchmark, as a result of the Benchmarks regulation or otherwise, could require an adjustment to the conditions, or result in other consequences, in respect of any Notes linked to such Benchmark. Following the implementation of any such potential reforms, changes in the manner of administration of any Benchmarks may change, with the result that they may perform differently than they did in the past, or benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted. Any change in the performance of a Benchmark or its discontinuation could have a material adverse effect on the value of, and return on, any Note linked to such Benchmark.

10. *Risks derived from the classification and order of priority of debt claims*

According to the classification and order of priority of debt claims laid down in the Insolvency Law, in the event of insolvency of the Issuer, the debt claims of the investors by virtue of the Notes are generally to be ranked as ordinary claims (ordinary creditors), being placed behind preference claims and ahead of subordinated claims (unless they can be classed as such under article 281.1 of the Insolvency Law). Since the Notes are categorized as ordinary claims, there would be no order of preference between their holders.

According to article 281.1 of the Insolvency Law, the following, among others, are classed as subordinated claims:

- (i) Claims which, having been communicated late, are included by the insolvency management team in the list of creditors, and those which, having not been communicated or having been communicated late, are included in such list as a result of subsequent communications, or by the judge when resolving on an action contesting the list.
- (ii) Claims for surcharges and interest of any kind, including late-payment interest, except for interest relating to secured loans up to the amount of that security.

- (iii) Claims held by any of the persons specially related to the debtor, as referred to in articles 283, 284 and 293 of the Insolvency Law.

11. *Noteholders must rely on Iberclear procedures for transfer, payment and communication with the Issuer*

The Notes are in dematerialised form and are registered with Iberclear. Consequently, no physical notes have been or will be issued. Clearing and settlement relating to the Notes, as well as payment of interest and redemption of principal amounts, will be performed within Iberclear's account-based system.

The investors are therefore dependent on the functionality of Iberclear's account-based system. Title to the Notes is evidenced by book entry form (*anotaciones en cuenta*), and each person shown in the Spanish Central Registry managed by Iberclear and in the registries maintained by the respective participating entities in Iberclear as having an interest in the Notes shall be (except as otherwise required by Spanish law) considered the holder of the principal amount of the Notes recorded therein.

The Issuer will discharge its payment obligation by making payments through Iberclear. Notes holder must rely on the procedures of Iberclear and its participants to receive payments. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, holders of the Notes according to book entry forms (*anotaciones en cuenta*) and registries as described in the previous paragraph. In addition, the Issuer has no responsibility for the proper performance by Iberclear or its participants of its obligations under their respective rules and operating procedures.

12. *Investment suitability risk for each professional investor or eligible counterparty.*

Each prospective investor must determine the suitability or appropriateness of the investment in Notes based on its own circumstances and, in particular, must:

- (i) have sufficient knowledge and experience to carry out a substantial evaluation of the Notes, advantages and risks of its investment, the information contained in this Information Memorandum and the Issuer's public information;
- (ii) have access to appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes, and the impact such investment will have on its portfolio;
- (iii) understand in depth the terms of the Notes, as well as the behaviour of the financial markets and, in particular, that of the MARF;
- (iv) evaluate all possible economic scenarios especially those related to interest rate that may affect its investment and its ability to assume risks.

IV. DECLARATION OF LIABILITY

1. Person responsible for the information contained in the Information Memorandum

- (a) Mr. Jesús Esmorís Esmorís, as chief executive officer, in the name and on behalf of Tubacex, S.A. (interchangeably, “**Tubacex**” the “**Company**” or the “**Issuer**”), duly authorized by virtue of the resolutions passed by the Board of Directors of the Issuer granted on May 21, 2024, is responsible for the entire contents of this Information Memorandum (*Documento Base Informativo de Incorporación*).
- (b) Mr. Jesús Esmorís Esmorís is expressly authorized to grant such public or private documents as may be necessary for the proper processing of the Notes issued under the Programme, as representative of the Company.

2. Statement of the person responsible for the content of the Information Memorandum

Mr. Jesús Esmorís Esmorís, as representative of Tubacex hereby declares that, after acting with reasonable care, the information contained in this Information Memorandum is, to his knowledge, in full accordance with the facts and contains no omissions likely to affect its content.

V. FUNCTIONS OF THE REGISTERED ADVISOR OF MARF

Banca March, S.A. is a company incorporated on 24 June 1946, before the notary public of Madrid, Mr. Rodrigo Molina Pérez, that adapted its corporate bylaws to the current Capital Companies Act on 19 July 1990 before the notary public of Madrid, Mr. Luis Coronel de Palma, with number 3,703 of his official records, duly registered in the Commercial Registry of Baleares, Volume 20, Book 104, Page 230, Sheet 195, and in the Registry of Registered Advisors pursuant to instruction (*Instrucción Operativa*) 8/2014 (“**Banca March**” or the “**Registered Advisor**”).

Banca March has been designated as Registered Advisor of the Issuer. Accordingly, the Registered Advisor shall enable the Issuer to comply with the obligations and responsibilities to be assumed on incorporating its issues into the multilateral trading facility, the Alternative Fixed-Income Market (“**MARF**” or the “**Market**”), acting as specialist liaison between both, MARF and Tubacex, and as a means to facilitate the insertion and development of the same under the new securities trading regime.

Therefore, Banca March must provide MARF with any periodically information it may require and, on the other hand, MARF may require as much information as it may deem necessary regarding the actions to be carried out and its corresponding obligations, being authorized to perform as many actions as necessary, where appropriate, in order to verify the information provided.

The Issuer must have, at any time, a designated Registered Advisor registered in the “Market Registered Advisor Registry” (*Registro de Asesores Registrados del Mercado*).

Banca March has been designated as Registered Advisor of the Issuer in order to provide advisory services to Tubacex (i) on the admission to trading (*incorporación*) of the Notes issued, (ii) on compliance with any obligations and responsibilities applicable to the Issuer for

taking part on MARF, (iii) on compiling and presenting the financial and business information required, and (iv) in order to ensure that the information complies with these regulatory requirements.

As Registered Advisor, Banca March with respect to the request for the admission (*incorporación*) to trading of the Notes on MARF:

- (i) has verified that the Issuer complies with the requirements of MARF's regulations for the admission (*incorporación*) of the securities to trading;
- (ii) has assisted the Issuer in the preparation of the Information Memorandum, has reviewed all the information provided by the Issuer to the Market in connection with the request for the admission (*incorporación*) to trading of the securities on MARF and has checked that the information provided complies with the requirements of applicable regulations and does not leave out any relevant information that could lead to confusion among potential investors.

Once the Notes are admitted to trading, the Registered Advisor will:

- (i) review the information that the Issuer prepares for MARF periodically or on a one-off basis, and verify that this information meets the requirements concerning content and deadlines set out in the regulations;
- (ii) advise the Issuer on the events that might affect compliance with the obligations assumed when including its securities to trading on MARF, and on the best way of treating such events in order to avoid breach of said obligations;
- (iii) report to MARF any events that could represent a breach by the Issuer of its obligations in case it notices any potential and relevant breach that had not been rectified following notification; and
- (iv) manage, answer and deal with queries and requests for information from MARF regarding the situation of the Issuer, progress of its activity, the level of compliance with its obligations and any other data the Market may deem relevant.

Regarding the previous, the Registered Advisor shall perform the following actions:

- (i) maintain regular and necessary contact with the Issuer and analyze any exceptional situations that may arise concerning the evolution of the price, trading volumes and other relevant circumstances regarding trading of the Issuer's Notes;
- (ii) sign any declarations which, in general, have been set out in the regulations as a consequence of the admission (*incorporación*) to trading of the Notes on MARF, as well as with regard to the information required from companies with securities on the Market;
- (iii) forward to MARF, without delay, the communications received in response to queries and requests for information the latter may send.

VI. INDEPENDENT AUDITORS

1. Name and address of the auditors of the Issuer for the period covered by the historical financial information (together with their membership in a professional body)

Ernst & Young, S.L. (“EY”) with registered office at c/ Raimundo Fernández Villaverde, 65, CP 28003, Madrid, Spain, tax identification number B-78970506 has audited the individual and consolidated annual accounts of Tubacex corresponding to the financial years ended 31 December 2023 and 31 December 2022.

2. If auditors have resigned, been removed from their duties or have not been re-appointed during the period covered by the historical financial information, indicate the details, if material

The Company's auditor has not resigned nor been removed from its duties during the financial years 2022 and 2023.

VII. INFORMATION ON THE ISSUER

1. Full name of the Issuer including its address and identification data

The full name of the Issuer is **TUBACEX, S.A.** Its registered office is at calle Tres Cruces, nº 8, Barrio de Gardea, Llodio (Álava, Spain).

The Issuer is a public limited company (*sociedad anónima*) incorporated on 6 June 1963 by means of a public deed granted before the notary public of Bilbao, Mr. Gerardo Arriola Aguirre, and duly registered in the Commercial Registry of Álava, Volume 59, 9, Page 45, Sheet 150.

The Tax Identification Number of the Issuer is A-01003946.

The Legal Entity Identifier (LEI) of the Issuer is 95980020140005703680.

Website: <http://www.tubacex.com/>

To the extent that the Issuer is a company listed on the Madrid, Bilbao, Barcelona and Valencia Stock Exchanges, the relevant information for shareholders and investors (which includes, among others, the significant shareholdings at any given time, the composition of the governing body and its committees) is available in the corresponding section of the website, as well as on the website of the National Securities Market Commission (*Comisión Nacional de Mercado de Valores*).

1. Description of the Issuer

1.1. Milestones of the Issuer

Tubacex is an industrial Group founded in 1963 devoted to manufacturing seamless tubes in stainless steel and high-nickel alloys and super alloys, with its head office in Llodio (Alava-Spain).

Tubacex has established itself as a leader in its industry and operates 22 manufacturing plants located in Spain, Austria, the United States, Italy, India, Thailand, Saudi Arabia, Dubai, Norway, Canada, Brazil, Singapore, Guyana and Kazakhstan. Additionally, it has a global distribution network (TSS) with 12 service centers and a worldwide sales presence (38 countries).

Tubacex is the largest worldwide producer of seamless tubes in stainless steel and high-nickel alloys, and one of the few companies to have a fully integrated production: steel manufacturing, hot extrusion and cold-rolling of the tubes. The existence of Tubacex own steelworks provides the facilities with a large flexibility in the production of tubes, both for the opportunity of making special castings as well as reducing delivery times in urgent orders. The Group has a unique marketing structure for its products on a worldwide level.

Tubacex is listed in the Spanish Stock Market (TUB MC) since 1970 and its shares are integrated in the IBEX MEDIUM CAPS index.

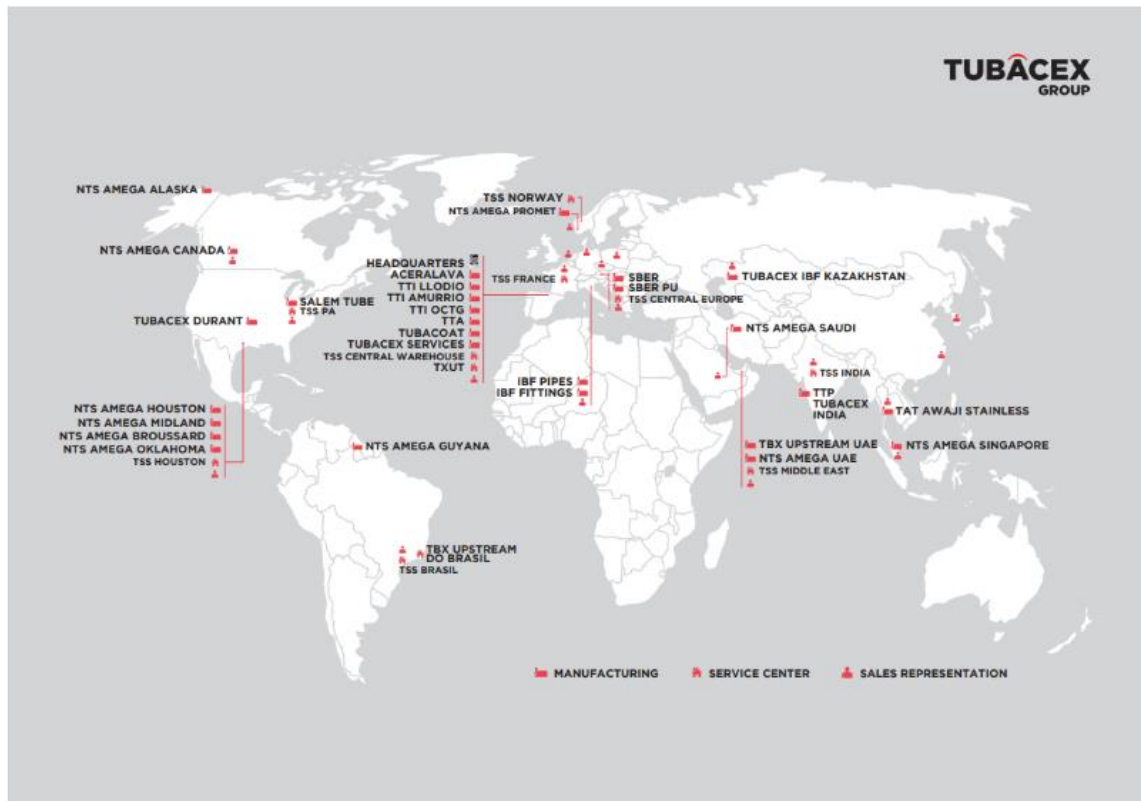
1.2. Main Shareholders

Tubacex has its shares listed on the continuous market of the Spanish Stock Exchange. As of the date of this Information Memorandum, significant shareholders of the Company are:

Name		Percentage	
Grupo Aristrain	Corporación JM Aristrain, S.L.	10%	11.00%
	Corporación JMA BV, SARL	1%	
Ángel Soria Vaquerizo		5,01%	
EDM Gestión S.A. SGIIC		4.97%	
Itzarri, E.P.S.V.		3.21%	

1.3. Organizational Structure

As of 31 December 2023, the Group is comprised of the following representative registered companies (parent company included), as follows:



Key figures 2023



- **The parent company of the Group**

- Tubacex, S.A. is a holding company and the parent company of the Group, without productive activity, with registered office at C/ Tres Cruces, 8 Barrio de Gardea, 01400 Llodio (Araba-Álava). Tubacex, S.A. is listed in the Spanish Stock Market (TUB MC) since 1970 and its shares are integrated in the IBEX MEDIUM CAP index.

- **The corporate management services subsidiary companies of the Group**

- Tubacex Servicios de Gestión, S.L. (Vat number: B95932364). Registered at Parque Científico y Tecnológico de Bizkaia, Ibaizabal bidea, Edificio 702, 1ª planta, 48160, Derio (Bizkaia);
- Tubacex Logistics, S.A. (Vat number: A95874681). Registered at Parque Científico y Tecnológico de Bizkaia. Ibaizabal bidea Edificio 702 - 1ª planta. 48160 Derio (Bizkaia);

- Tubacex Upstream Technologies, S.A.U. (Vat number: A95831251). Registered at Parque Científico y Tecnológico de Bizkaia. Ibaizabal bidea Edificio 702 - 1ª planta. 48160 Derio (Bizkaia).

▪ **The industrial and innovation & development subsidiary companies of the Group**

In Spain.-

- Acería de Álava, S.A.U. (Vat number: A01010958). The registered office is at Polígono Industrial de Saratxo, s/n, 01470 Amurrio (Araba-Álava);
- Tubacex Tubos Inoxidables, S.A.U. (Vat number: A01140227). The registered office is at C/ Tres Cruces, 8 Barrio de Gardea, 01400 Llodio (Araba-Álava);
- Tubacex Taylor Accesorios, S.A.U. (Vat number: A01006741). The registered office is at Barrio Arenaza s/n Crta. de Vitoria, 01474, Artziniega (Araba-Álava);
- Tubacex Services, S.L. (Vat number: B39788435). The registered office is at 3 Avenida de Orejo, 39719, Orejo (Cantabria);
- Tubacoat, S.L. (Vat number: B95692273). The registered office is at Parque Científico y Tecnológico de Bizkaia. Ibaizabal bidea Edificio 702 - 1ª planta. 48160 Derio (Bizkaia);
- Tubacex Innovación, S.L. (Vat number: B-01.455.864). The registered office is at Parque Científico y Tecnológico de Bizkaia, Astondo Bidea, Edificio 612, 48160, Derio (Bizkaia);
- Tubacex Desarrollos, S.L.U. (Vat number: B-67.924.795). The registered office is at Parque Científico y Tecnológico de Bizkaia, Astondo Bidea, Edificio 612, 48160, Derio (Bizkaia);
- Hyvalue Tubacex IET, S.L. (Vat number: B-67.924.803). The registered office is at Parque Científico y Tecnológico de Bizkaia, Astondo Bidea, Edificio 612, 48160, Derio (Bizkaia);
- Hyvalue Gasteiz, S.L.U. (Vat number: B-10.535.649). The registered office is at Vitoria-Gasteiz (01013 Araba-Álava), Avda. de los Olmos 1, ED 1 oficina 1.

In Austria.-

- Schoeller Bleckmann Edelstahlrohr, GmbH (Vat number: ATU41013808). The registered office at Rohrstrasse 1. A-2630 Ternitz, (Austria);

In Italy.-

- IBF S.p.A. (Vat number: 02941900165). The registered office at Via Ghandi 17/19 – 20010 Vittuone, Milan, (Italy).

In India.-

- Tubacex Tubes and Pipes Pvt Ltd. (Vat number: U28113MH2015PTC263656). The registered office at Survey 131/1, Umbergaon Sanjan Road, 396171 Umbergaon, Dist. Valsad-Gujarat (India).

In Thailand.-

- Tubacex Awaji Thailand, LTD (Vat number: 115559027692). The registered office at 10/20 Moo 8, Tambon Tai-Ban Mai, Amphur Muang-Samutprakarn, Samutprakarn Province, 10280 (Thailand).

In U.S.A.-

- Salem Tube Inc. (Vat number: 25-1651664). The registered office at 1209 Orange Street, Wilmington, County of New Castle, 19801 Delaware, (USA); 951 Fourth Street, 16125 Greenville, Pennsylvania, (USA);
- Tubacex Durant, Inc. (Vat number: 83-1629795) The registered office at 251 Little Falls Drive, Wilmington, County of New Castle, 19808 Delaware, (USA); 362 Country Club Road, 74701 Durant, Oklahoma, (USA).

In UAE.-

- TBX Upstream Oil and Natural Gas Well Equipment Trading Sole Proprietorship, LLC.

In Saudi Arabia, Dubai, Norway, USA, Canada, Singapore and Guyana through the NTS Group.-

- NTS Middle East, FZCO -a Jebel Ali Free Zone Company organised and existing under the laws of Dubai-, con domicilio social en Jebel Ali Free Zone and Plot No. EWTA-13, Street No. 621, P.O. Box 262210, Jebel Ali Free Zone, Dubai, United Arab Emirates, con número de registro 2439, Industrial License No. 7671 y Trading License No. 7670;
- NTS Saudi Company LTD, (301306168200003). The registered office at Block 42, Lot Number 348, South of 2nd Industrial Area. Dhahran Abqaiq Highway. Dhahran 34521-3055. Kingdom of Saudi Arabia;
- Promet, As (NO936031110). The registered office at Risavika Havnering 109. 4056 Tananger. Norway;
- Steinsvik Production AS.
- NTS Amega West USA, INC (Employer Identification Number (EIN) 85-2888357). The registered office at 1209 Orange Street. Wilmington, New Castle County. Delaware 198014;
- NTS Amega West Canada LTD (Business Number (BN) 714210531). The registered office at 3489 Allan Drive SW. Edmonton, Alberta (Canada) T6W2G9

- NTS Amega West Singapore PTE LTD. (Unique Entity Number (UEN).- 202028288N). The registered Office at 38 Beach Road #29-11 South Beach Tower. Singapore (189767).
- NTS Amega West Atlantic INC. The registered Office at LOT “C” PUBLIC ROAD, ECCLES, EAST BANK DEMERARA, GUYANA.

In Kazakhstan.-

- Tubacex IBF Kazakhstan, S.R.L. (151000135893). The registered office at Office 7, 52, Studentter Avenue, Atyrau City, Atyrau Oblast, 060009, Republic of Kazakhstan.

▪ **The OCTG business companies.-**

- Tubacex Upstream Technologies, S.A. (Vat number: A-95.831.251). The registered office is at Parque Científico y Tecnológico de Bizkaia. Ibaizabal bidea Edificio 702 - 1ª planta. 48160 Derio (Bizkaia);
- TBX Upstream Do Brasil, Ltda (Vat number: 14.396.001-0001-01) Rua Báltico, nº 62, Condomínio Polo Granja, na Cidade de Cotia, Estado de São Paulo. CEP 06707-060
- TBX Upstream Seamless Pipes Sole Proprietorship, LLC.

▪ **The worldwide service centers companies of the Group**

- Tubacex Service Solutions, S.A.U. (Vat number: A48061824). The registered office at Polígono Industrial de Saratxo s/n, 01470, Amurrio (Araba-Álava);
- Tubacex America Inc. (Vat number: 76-0466037) The registered office at 5430 Brystone Drive. 77041 Houston, Texas (USA);
- Tubacex Service Solutions France, S.A.S. (Vat number: FR57441171147). The registered office at Z.A.C. des Chesnes Nord 56, Rue des Combes. 38290 Satolas et Bonce (France);
- Tubacex Service Solutions India, Pvt. Ltd. (Vat number: U28910MH2015FTC265756). The registered office at 402A, Platina, Bandra Kurla Complex, Bandra East, 400051, Mumbai (India);
- TSS Do Brasil Comércio e Distribuição De Tubos E Aços Especiais Ltda (Vat number:). The registered office at . Pindamonhangaba, Estado de São Paulo (Brazil), Rua Princesa Isabel. 515, Bairro Cidade Nova, CEP 12414-270.
- Tubacex Services Solutions Austria GmbH (Vat number: ATU71215589). The registered office at Rohrstrasse 1. A-2630 Ternitz. (Austria);
- Tubacex Service Solutions Middle East, Fzco (Vat number: 187593). The registered office at Jebel Ali Free Zone. 293692 Dubai, (United Arab Emirates);
- TSS Norway, A.S. (Registration number: 925 270 210). The registered office Hospitalsgata 4, 4006 Stavanger.

- Tubacex Service Solutions Asia, Pte Ltd. The registered office at 2 Venture Drive #11-03 Vision Exchange Singapore 608526

- **Sales Offices**

- Schoeller- Bleckmann Edelstahlrohr Deutschland GmbH (Vat number: HRB17258). The registered office at Am Wasserturm 6, 40668 Meerbusch (Germany);
- Tubacex Europe B.V. (Vat number: 230453380000). The registered office at Brieltjenspolder, 28 -4921 PJ MADE (Holland);
- Schoeller Bleckmann Tube France (Vat number: FR11408195238). The registered office at 9 rue du 11 Novembre 93600 Aulnay Sous Bois. (France);
- Tubacex Consulting (Shanghai) Co., LTD (Vat number:91310000768366309P). The registered office at China Merchants Plaza, Unit #1502-East Building 333, Chengdu Bei Road, 200041 Shanghai, (China);
- Tubacex Asia, LLP (AAVFT7600A). The registered office at 603, The Kandivli Hemlok, CHS Ltd Kilachand Rd, Kandivali West, Kandivali Police Station, Kandivali west, Mumbai – 400067- Maharashtra, India

1.4. Corporate purpose

In accordance with article 3 of Tubacex by-laws, the corporate purpose of the Company is:

“The Company’s corporate purpose is:

- 1. The manufacture and sale of special steel tubes, or metal tubes in general, seamless or otherwise, as well as any other specific metallurgical industry products.*
- 2. To give assistance and support to subsidiary or affiliated companies and enterprises, for which it will be able to provide the appropriate services and guarantees in their favour.*
- 3. The preparation and implementation of plans and projects for the creation, promotion, development, investment and shareholding, in general, concerning industrial, commercial and service companies or businesses.*

These activities, integrated in the purpose of the corporation, can be carried out without territorial restrictions, and can be carried out directly, either totally or partially by the Company or by means of ownership of shares or stakes in other companies or entities with a similar business object.

The Company will also be able to perform, on its own, by shareholding in the capital of other companies or by means of association with other entities, any activities which are complementary or auxiliary to those specified above or are linked or related with them or prove to be instrumentally necessary for its development.

Any of the activities shown for which there are specific requirements, legally demanded, which are not met by this Company, are excluded from the corporate purposes.”

1.5. Administrative and management bodies

1.5.1. Board of Directors

The management of Tubacex is, as of the date of this Information Memorandum, composed of:

- President: Mr. Manuel Moreu Munaiz
- CEO: Mr. Jesús Esmorís Esmorís
- Board Members: Ms. Gema Navarro Mangado, Ms. Nuria López de Guereñu, Mr. Antonio María Pradera Jáuregui, Ms. María Isabel López Paños, Mr. Jorge Manuel Sendagorta Gomedío, Mr. José Toribio González, Ms. Gracia López Granados, Mr. Iván Marten Uliarte and Mr. Ignacio Mataix Entero

CVs of the Board of Directors of Tubacex are as follow

- **Mr. Manuel Moreu Munaiz, acting as President of Tubacex**
 - Doctor in Naval Engineering from the Escuela Técnica Superior de Ingenieros Navales (ETSIN) of the Universidad Politécnica de Madrid and Master in Oceanic Engineering from the Massachusetts Institute of Technology (MIT). He is currently a director and member of the Executive Delegate and Corporate Social Responsibility Committees of Iberdrola and Chairman of Seaplace S.L., H.I. Ingeniería y Proyectos S.L. and Howard Ingeniería y Desarrollo S.L.
 - He has been a member of the Board of Directors of Iberdrola Renovables S.A. (2007-2011) and director and member of the Audit and Compliance Committee of Gamesa Corporación Tecnológica, S.A. (2013-2015). Has served as head of the Technical Department of Sociedad Española de Clasificación y Registro de Buques, Artefactos Flotantes e Ingenios Oceánicos, S.A. (Fidenavis) and in the Technical Direction of Seaplace. He is a lecturer in the Master's Degree in Maritime Law at the Spanish Maritime Institute and the Universidad Pontificia de Comillas and the Master's Degree in Petroleum at the Escuela Técnica Superior de la Escuela de Minas de la UPM and was a lecturer at the Escuela Técnica Superior de Ingenieros Navales y Oceánicos de la UPM and the Master's Degree in Petroleum at Repsol. He chaired the Engineering Institute of Spain from 2012 to 2016 and was Dean of the Official College of Naval and Ocean Engineers of Spain from 2006 to 2010.

- **Mr. Jesús Esmorís, acting as CEO of Tubacex**
 - Industrial engineer. He started his professional activity in Germany, as Project and Commercial Director in several industrial companies. In 1991, he founded Autokomp GmbH, a company dedicated to the development in the German automotive sector of the business of several companies in the Basque Country.
 - In 1996, he joined the newly created Corporación Industrial Egaña (currently CIE Automotive), where he worked as the Strategic and Commercial Managing Director. In 2002, he was appointed Metal Managing Director and in 2005 he is appointed as Managing Director of the Group. In January 2013, he was appointed as the CEO of Tubacex.
- **Ms. Isabel López Paños**
 - Law graduate and lawyer of the Illustrious College of Lawyers of Madrid. She has a diploma in Insolvency Studies from ICAM and Member of the Board of Directors of Hernández-Echevarría Abogados. She began her career in the Law Office of Federico Puig, advising the clients on the most important Governing Councils of various Cooperative Societies.
 - She accumulates an extensive experience as a litigation lawyer in the civil, criminal and mercantile fields. She has a long professional trajectory advising large and medium family wealth ("family-offices") and venture capital investment funds, in the ordinary operations of business traffic, as well as in the in extraordinary acquisitions. She has provided services in transactions of raw materials ("commodities"), as well as in the industrial, commercial and real estate sectors. She has held the position of Secretary of the Board of Directors of Management of different companies.
- **Ms. Gema Navarro Mangado**
 - With a solid technical background in the commercial and financial fields, Mrs. Gema Navarro Mangado has been developing her professional activity for more than fifteen years as a real estate and financial asset management consultant from her organization in Luxembourg.
 - She has been a Director of several national and foreign companies, and is currently Vice-President of Industrial Investments in Txindoki and Director of Corporación Aristrain.
- **Ms. Nuria López de Guereñu Ansola**
 - Telecommunications Engineer by the UPC and Master in Business Administration MBA by ESIC. She was Secretary General of Confebask (business organisation of the Basque Autonomous Community) from 2011 to 2014. She has developed research tasks in the Tekniker and Vicomtech technology centres, and management of computer systems and data management in Osakidetza. She was IT director at Mendaro Hospital.

Throughout its political and institutional trajectory, she was a Member of the Parliament in the Basque Parliament; Member of the Provincial Council of Guipúzcoa; and Councillor for Transport and Public Works of the Basque Government. In the academic field, she has a European Master Erasmus Mundus in Design and Management of Training Policies by the University College of London, and is currently completing her doctoral studies in the field of the Sociology of Learning at the UPV-EHU.

- **Mr. Iván Marten Uliarte**

- Mr. Ivan Marten has been an Independent Director at Tubacex, S.A. since May 23, 2018. Mr. Marten is Senior partner and Managing Director of The Boston Consulting Group and is the Vice Chairman of the Energy Practice. He has been the Global Leader of BCG's Energy practice since 2008, for which he was previously the Leader in Europe, Middle East and Africa. He is a Member of the BCG global Client Team leading the Seat at the Table Initiative. Over the course of his more than 30 years in the energy and environment industry he has supported companies and CEOs in the power, gas, oil and green energy sectors to develop their strategic visions and transform their companies by defining and executing their change and transform agendas. He has advised governments and regulators across the world on issues related to energy regulation and sustainable development. He was honored in 2013 as one of the "Top 25" most influential consultants of the year by Consulting Magazine and chosen by The Wall Street Journal to become one of "The Experts"; an exclusive group of energy thought leaders. Throughout his career, he has published numerous articles and reports on energy, environment, and organization issues. He is also an advisory board member of several foundations, companies and educational institutions. Prior to joining BCG's London office in 1987, he earned a PhD summa cum laude in business administration from the Universidad Autónoma de Madrid.

- **Mr. Antonio M^a Pradera Jauregui**

- Civil Engineering graduate from Madrid's Polytechnic University. He currently holds the position of Chairman of the Board of Directors of Administration of CIE Automotive and Global Dominion Access. Mr. Pradera began his career in 1979 as a director at Banco Bilbao, where he worked until 1985. In 1988, he was named executive director of Nerisa, where he stayed until 1993, when he moved to SEAT as director of strategy. He played an important role in the creation of INSSEC in 1995, where he served as chief executive until 2010. He served as the Executive Chairman of CIE Automotive from 2012 until 2017, working in the strategy and financial design departments; he also chairs Global Dominion Access, S.A. Since May 2015, he has been a director at Tubacex and since June 2015, a director at Corporación Financiera Alba. On 31 December 2017, he stepped down from his executive duties at CIE Automotive, thus reinforcing the company's corporate governance practices, where he still holds the position of Chairman.

- **Mr. Jorge Sendagorta Gomendio**
 - President of SENER since 2000 and Managing Director until May 2018, an engineering group with a turnover of 780 M€, employs 3,000 people and is recognised for its capacity for innovation and its international development. He joined the company in 1986, as Deputy General Manager, after working for several years as Technical Manager in the marine structures shipyards of an important construction company and later founding and managing SEAPLACE, an engineering company specialized in offshore platforms. He holds a Masters in Ocean Engineering from the M.I.T. (Cambridge, Massachusetts) and holds a PhD in Naval Engineering from the Polytechnic University of Madrid, where he subsequently taught doctoral courses from 1978 to 1984. He completed his academic training by taking the Program (PADE) at IESE Business School in 1990. He currently presides the Alumni Association of IESE Business School and has chaired the Circle de Basque Country businessmen until April 2018.

- **Mr. José Toribio González**
 - Graduate in Economics and Business Studies from the University of Navarra with an MBA from IESE, he started his professional career at Banco Santander, later moving to CITIGROUP as Vice-President of Corporate & Investment Banking. He held various positions of responsibility at ATKearney Consulting and La Caixa between 2001 and 2005 and went on to join Merrill Lynch as Senior Vice-President of Global Wealth Management. From 2010 until 2021, he has been the Director of Global Private Banking at CITIGROUP, combining his professional activity with lecturing of finance and financial markets at CUNEF and the University of Navarra.

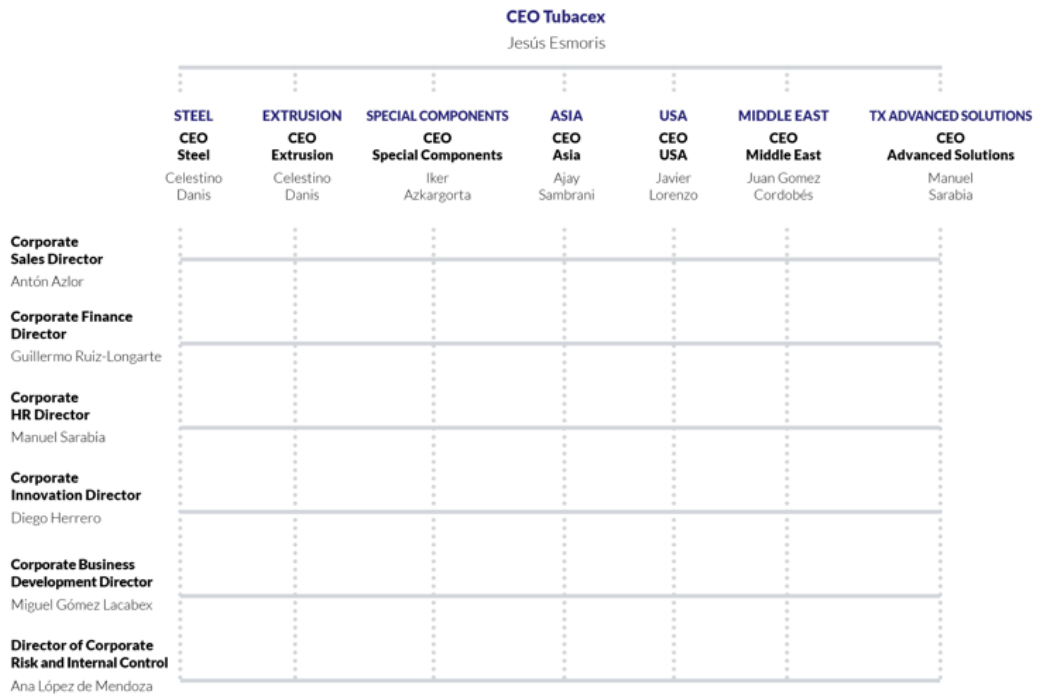
- **Mrs. Gracia López Granados**
 - Degree in Business Administration in Finance from C.U.N.E.F. (Colegio Universitario de Estudios Financieros); Certificate Programme in Corporate Governance (IC-A) and Digital Business Executive Programme (ISDI). She is Senior Advisor at STJ, leading specialist Equity Capital Markets advisory; and Independent Director at Avalmadrid, S.A., chairing the Audit Committee and the Appointments and Remunerations Committee. With more than 25 years-experience in the financial sector, she started her professional career at JP Morgan's Capital Markets division in London. After that, she joined Credit Suisse Financial Products (later Credit Suisse First Boston), and in 2000 she moved to Morgan Stanley's Structured Credit team where she became Executive Director. Upon her return to Spain, she joined Cajamadrid (later Bankia) where, after several executive positions, she became a staff member in the Office of the Chairman. Thereafter, she briefly took the role of CFO at Martinsa Fadesa and, later, she spent five years as a senior advisor at Apollo Management. She was a non-executive director at Hijos de J Barreras, a Vigo based shipyard that filed for creditor protection in 2019 and reached a successful Restructuring Agreement with financial creditors in 2020.

- **Mr. Ignacio Mataix Madero**

- Bachelor of Laws and Economics from ICADE and Master in CEO International Programme from IESE Business School. He has extensive and long-standing professional experience. He began his career at ABN Amro Bank, eventually becoming the Managing Director in London. In 2000, he was appointed General Director of Corporate Development at SENER. In 2004, he joined Industria de Turbo Propulsores (ITP) as the General Director of the group. He has also served as a board member of EUROJET GmbH, as independent board member at Talgo, S.A., as chairman of Europrop S.A., and as chairman of Precicast Bilbao S.A. In January 2018, he joined Indra where he was appointed as CEO in May 2021. He is currently the Executive Chairman of SERVEO, board member of TUBACEX, and the chairman of its Audit and Compliance Committee.

1.5.2.Senior Management

The Senior Management structure of Tubacex, as of the date of preparation of this Information Memorandum, is as follows:

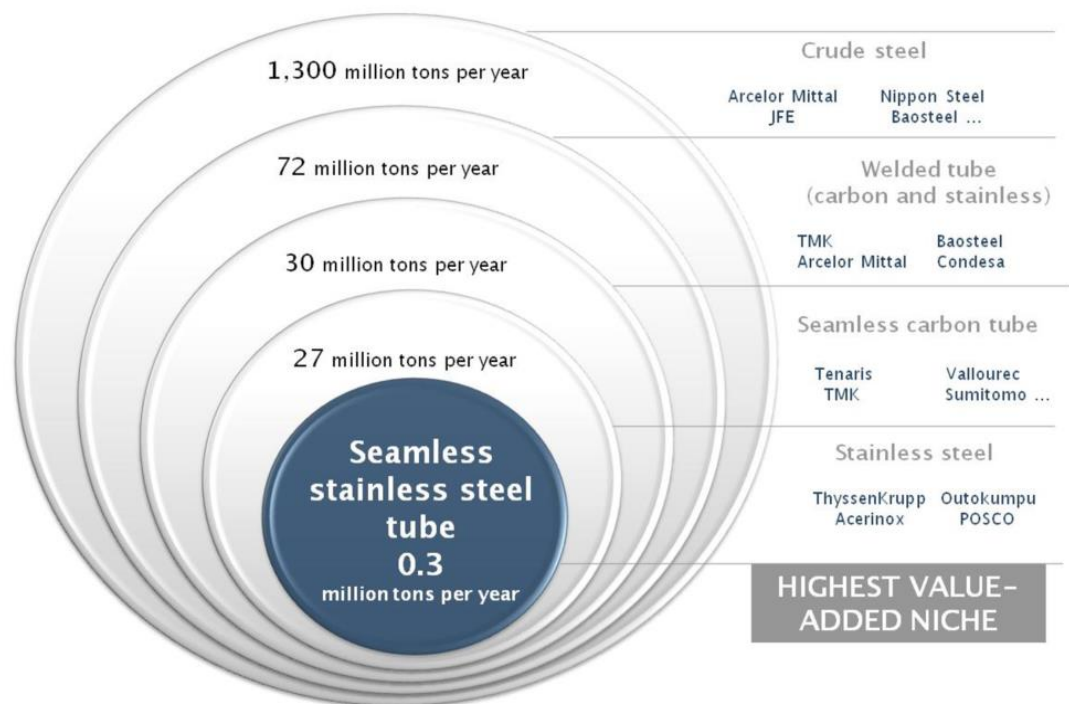


1.6. Industry and Activity

1.6.1. Industry introduction

The market in which Tubacex operates represents a much specialised niche within the steel tubes segment. The production of seamless stainless steel tubes is around 300,000 tons/year, while the annual production of steel tubes would be over 100 million tons.

SEAMLESS STAINLESS STEEL TUBE SECTOR



The sub-segment of seamless stainless steel tubes is highly concentrated. Around 5 players dominate around 80% of the market. Tubacex is one of the leaders. In terms of production capacity, following the acquisition of IBF and Prakash, Tubacex would have become the first producer globally.

Within the sub-segment of seamless stainless steel tubes, it is worth distinguishing high added-value products (mainly OCTGs and Umbilicals), given that their development gives manufacturers a number of competitive advantages:

- They are products with critical function that require homologations and traceability. (Entry barrier + Switching cost).
- In spite of being components with critical function, generally they have little weight in the total capex of the projects. (Lower price sensitivity).

The main demand sector for seamless stainless steel tubes is Oil and Gas (around 50%). Therefore, we are faced with a cyclical sector leveraged as a whole to the capex of the oil companies, which at times of low investment suffers significantly in volumes. This profile, together with the high operating leverage, ends up substantially penalizing the industry's bottom accounts. Therefore, an efficient and flexible fixed cost structure is tremendously important to generate value.

The production of seamless stainless steel tubes is intensive in the use of raw materials (Nickel 25%, Scrap 35%, Chromium 12% and Molybdenum 8%). In the project market, the industry is exposed to variations in the price of these raw materials, and therefore generally makes financial hedges. In the distribution market, pipes divide the selling price into two parts: base price and alloy extra. The base price is the component in the hands of the companies, and is fixed based on the competitive moment of the industry. The alloy surcharge, on the other hand, is the component that allows the variations in the price of raw materials to be transferred to the final customer. Although there is a lag in the impact on customers, at the end of a cycle the total effect tends to be neutral.

Like other commodities, steel prices also have tendency to fluctuate as per the economic conditions, which has immediate impact on the seamless stainless steel tubes market, such surging oil market, and European Brexit issue.

1.6.2.Strategy

In 2022, TUBACEX presented its new strategic plan which focuses on driving its vision of becoming a supplier of sophisticated industrial products and high value-added services for the power generation and mobility sectors. During the previous two years, the company worked hard to strengthen its competitiveness, ensure its liquidity and solvency, and improve its commercial position. All this was done with the aim of starting from a solid position in a recovering market.

This strategic plan, which covers the period 2022-2025, is based on three essential pillars: sustainability, profitability and competitiveness. It was presented during the General Shareholders' Meeting held on May 26, 2022.

On November 21, 2023, TUBACEX held its Capital Markets Day in Madrid, where it unveiled a significant update to its plan, extending its term to 2027.

This new cycle, called NT2 (new TUBACEX in the next transition), is based on a two-year anticipation of the fulfilment of the objectives of the previous plan, focusing on energy transition and corporate transformation.

Key Aspects of the NT2 Plan:

1. **Sustainability and Energy Transition:** The Low Carbon business unit emerges as a focal point, developing solutions for carbon and hydrogen capture, storage and utilization (CCS) technologies. This approach addresses emerging trends and the need for a balanced coexistence between conventional and renewable energies.
2. **Financial Objectives:** EBITDA is projected to exceed €200 million by 2027, with sales estimated at between €1.2 billion and €1.4 billion.

Furthermore, keeping the Net Financial Debt (NFD) / EBITDA ratio below 2 times is the objective, reflecting a continued trend towards financial deleveraging and increasing cash flow.

3. **Reduction of dependence on Oil & Gas:** The plan contemplates reducing exposure to the Oil & Gas sector to less than one third of total activity, reaffirming the commitment to sustainability
4. **Shareholder Remuneration Policy:** An attractive remuneration policy will be maintained with a pay-out of 30 to 40%
5. **Vision for the future:** The aim is to position TUBACEX as a world leader in advanced solutions for power generation and mobility, with all businesses contributing significantly to the Group's growth.

The NT2 plan maintains the five strategic axes of the previous plan, focusing on leadership in sustainability, revenue stability, debt reduction, increased competitiveness and diversification.

As a result, TUBACEX has achieved revenue stability, supported by a solid order book and a transformation in line with market trends.

The updating of the TUBACEX strategic plan reflects a firm commitment to innovation and the transition to a more sustainable future, establishing a solid foundation for growth and adaptation in a dynamic business environment. The creation of the Low Carbon business unit and the diversification strategy underline this commitment, aligning TUBACEX with the global objectives of sustainable development and energy transition.

Main Lines of the NT2 Plan:

6. Sustainability Plan:

Fostering an environmentally friendly company committed to people and society, and extending its commitment to the supply chain, with an action plan aligned with the UN Sustainability Development Goals.

7. Stability of Current Business:

Positioning focused on achieving more stable results, supported by the improved product mix, the commitment to premium products with positive prospects in the short and medium term, and commercial positioning with the award of long-term contracts.

- Focus on long-term relationships with key customers in premium segments, guaranteeing volumes.
- Major efforts in operational stability to improve efficiency and delivery times.

As for the different businesses, stability of the current business has several implications: in the OCTG business segment, long-term agreements have been negotiated with various companies for the coming years in addition to the existing ones. In the umbilical business, agreements have been established with the main strategic customers of umbilical tubes.

In the subsea business, several framework agreements have been signed with strategic customers following the recent acquisition. In aerospace, two Framework Agreements with two leading companies have been renewed. In special services, agreements have

been signed with important petrochemical groups, and in the H&I (Hydrogen and Industry) business, framework agreements have been signed with the main end users in the H&I market for segments outside the Oil & Gas sector.

8. Diversification:

Acceleration of the diversification plan in line with decarbonization requirements.

In spite of its good positioning in other industries, such as aeronautics or instrumentation, Tubacex is pushing its diversification strategy in order to achieve a more balanced business mix, on one hand, focusing on gas, which facilitates the transition to green energy and is an alternative to coal, and on the other hand, deploying low carbon solutions in its business unit, as a key lever in this balance.

9. Reduction of Net Debt:

Net debt can be reduced by taking advantage of the positive cycle in the sector and focusing on generating results and cash flow, while continuing to work on ways to reduce working capital needs, by maintaining optimal inventory levels for each plant based on its business.

Dedication to cash generation through:

- Optimization of working capital requirements.
- Obtaining optimal inventory levels per plant.
- Analysis of possible divestments in non-strategic businesses.
- Discipline and rigor in capital investment (CAPEX).
- Cash Pooling Strategy.
- Maintaining a net debt to EBITDA ratio of 2-3 times.

10. Competitiveness:

To achieve this debt reduction and maintain the traditional business stability, it is necessary to be competitive. In 2020 and 2021, the company restructured in order to be ready for this strategic plan and adapted to the new market situation. The focus is on maximizing competitiveness through clear diligence in operating costs, management of raw materials and scrap, and operating excellence, based on digitalization.

Some of the actions deployed in this area are:

- Lean Manufacturing:
- Focus on operational efficiency supported by digital capabilities.
- Continuous improvement through the TxPS system.
- Maintaining workforce flexibility and achieving cost reductions. The objective for 2025 is to achieve an EFQM assessment of 500 and to keep direct personnel costs below 20% of sales in the Group.

TUBACEX's business strategy is developed in three key phases during this Strategic Plan.

In the first phase, it will boost its presence in terms of its traditional products, focusing on accompanying existing customers in their decarbonization processes through products and services that minimize their environmental impact and increase efficiency. In parallel, the company will continue to consolidate its position as a leader in highly profitable segments.

The second phase, which coexists with the first, focuses on low-emission energies. Here, TUBACEX works on the development of innovative solutions for the generation, storage and transportation of energy in emerging markets, such as hydrogen and CCS (Carbon Capture and Storage). This stage responds to the growing importance of clean energy in the transition to a more sustainable future.

Finally, the third phase focuses on diversification and growth. During this stage, the company will analyze organic and inorganic expansion opportunities in the power generation and mobility sectors, with an emphasis on driving new businesses.

Thus, the business portfolio, aligned with the strategic pillar of diversification, is divided into three blocks:

1. Core Business: It includes businesses such as Oil & Gas E&P, aerospace and nuclear energy, supporting the decarbonization processes of customers.
2. Low Carbon Business: TUBACEX is already present in this large block, having developed specific materials and alloys that are transferred into advanced industrial products for power generation and storage, as well as in projects related to the capture, storage and utilization of CO₂, hydrogen, circular economy and renewable energies.
3. New Business: Activity focused on the analysis of growth opportunities in the power generation and mobility sectors through organic or inorganic M&A operations.

1.6.3. Trends in the industry

In 2023, the volume of projects awarded in the industries and sectors in which Tubacex is present has maintained the good trend started in 2022 after two years (2020 and 2021) marked by the COVID-19 epidemic. Those for the oil and gas extraction market are particularly noteworthy. The prices of raw materials and the situation of the power generation market, as well as the development of specific niches, have been positive for investment levels. This is without detriment to the tendency for decarbonization and migration to cleaner energy sources, the validity of which is clear in the medium and long term. Other sectors, like the aeronautical sector, have benefited from specific factors such as growth in air transport. These trends have enabled levels to be consolidated to those prior to the COVID-19 pandemic crisis. This positive trend is expected to continue in 2024, even if forecasts of an economic slowdown are confirmed due to rising interest rates or if geopolitical tensions in relation to global energy supply evolve unfavourably.

The recovery has been clearly led by the Oil & Gas exploration and production sector (Upstream). A barrel of oil has stabilized at values of around \$80 - \$90 per barrel, doubling the \$40 level at which it stood in 2020. There are growing concerns of recession, but apart from the price fluctuations, caused in many cases by the economic and geopolitical situation, energy companies are in a good financial situation, with ambitious public expansion plans after years of reduced investment volumes, and with solid medium and long-term viability prospects in the projects presented. This has led to a major increase in the OCTG and umbilicals backlog in 2023, further supported by long-term supply contracts.

Tubacex sales experienced strong growth in 2023 of approximately 19% compared to 2022, which is particularly relevant after having doubled that year those obtained in 2021, and with increasing levels of profitability. This trend intensified in the second half of the year, with the acceleration of investment projects in the power generation market, offsetting a certain cooling in the tube market for distributors. This improvement in the market and the product mix, along with the strategic positioning of Tubacex, focusing on value and end-users, has enabled it to close the year with an order backlog of around €1,600 million, which will be reflected in the results for the coming quarters. This high volume is the result of a strategy of getting closer to the end-user with long-term supply contracts to ensure greater stability in the cycle and avoid the ups and downs of the value chain in such a complex and capital-intensive sector as the power generation sector.

Geographical point of view

With respect to the situation by region, in 2023, it is worth highlighting once again the good performance of the American market, where the consolidation of our production capacity (Salem Tube, Tubacex Durant and NTS Amega West, as well as the service center aimed at coordinating the inspection and logistics activities of the material destined for Petrobras' offshore activity) stands out. In Europe, Northern Europe, in particular Norway, stands out, and the development of long-term contracts with umbilical manufacturers and large offshore projects through our Norwegian subsidiary. Kazakhstan, where the group has consolidated its direct commercial presence after substantially increasing its business volume, and the Middle East, where the group is developing a similar strategy with a focus on the United Arab Emirates market and the future development of additional production capacity, are also noteworthy.

Energy Transition and Decarbonization

Following the guidelines set out in the 2022-2025 Strategic Plan, the Tubacex Group positions itself as a key player in the energy transition, committing to decarbonization both within its value chain and that of its customers, supporting them in their quest for solutions that reduce their environmental impact.

As one of the priorities on the European Commission agenda due to its implications not only in the environmental, but also in the social and economic fields, TUBACEX has fostered a decarbonization plan to achieve its emission reduction objectives and to establish a roadmap for decarbonized activity. Beyond its environmental performance, its role in key sectors for the energy transition is also important. An example of this is the nuclear industry, which has experienced a record volume in turnover in 2023; or the Carbon Capture market (for which OCTG tubes are used) which is experiencing very high growth, obtaining several orders in 2023. It maintains positive order intake for products with a high technological content (setting a new record in orders for the aerospace and defense industry in the last financial year) and in new solutions, such as hydrogen, where the company is present both commercially and in new initiatives for the industrial use of this energy source. Despite the fact that a significant volume of its business is focused on the more conventional power generation sectors, the company is also accompanying its

customers in their decarbonization processes and positioning itself in low-emission sectors.

1.6.4. Business Units

Tubacex customers are classified by product / activity / entry channel, having a commercial team adapted to that structure. Tubacex also operates internationally, selling its products in three main markets: Europe, Asia and North America (USA and Canada).

Tubacex has the widest dimensional range in the market, having positioned itself in recent years in a Premium product segment. This has been possible thanks to a strategy focused on growth, geographical and product diversification and its commitment to innovation.

In terms of channels, the distribution market has been particularly affected by the weakness of this market. In order to promote service and the arrival of products in this channel, in 2015 Tubacex created Tubacex Service Solutions, strongly reinforced in subsequent years, with service centres in the main business hubs (Spain, France, Austria, United States, Brazil, United Arab Emirates and India). The channel based on the direct sales to engineering and to the end customer, remains the first in the Group's total sales, in line with the Company's strategy to position itself as a global provider of tubular solutions.

Lastly, Tubacex and its Group counts with a R&D&I laboratory that extends its technology service offer provided to Group companies as well as other end-users in the field of material characterization. The Laboratory is capable of contributing to solving problems related to material behavior through a technical capacity analysis. In particular, Tubacex R&D&I laboratory covers two major work areas: micro-structural analysis through Light Microscopy and Field Emission Scanning Electron Microscopy (FESEM); and micro/macro hardness mechanical testing. These capabilities enable us to provide additional value to studies in different fields, such as:

- Fault analysis of materials both during the manufacturing process as well as components in service; and change / solution proposals;
- Product validation and comparative studies between products;
- Statistic analysis, capacity studies and trust intervals which enable the assessment of process robustness and product uniformity;
- Coating studies (thickness measurement, percentage of porosity, etc.);
- Evaluation and distribution of properties at microscopic scale (mapping);
- In-depth micro-structural analysis. Studies of grain size distribution, precipitation, phase determination, degree of steel cleanliness according to international standards, etc.;
- Microstructural analysis of corrosion test specimens;

- Material recrystallization/deformation degree study;
- Nitriding or carburization of material surface study.

1.6.5. Sectors of activity

Despite the complex and challenging environment, Tubacex achieved the best results in its history in 2023, with revenues of 852.4 million euros (+19.3%), EBITDA of 125.2 million euros (+35.6%), and an EBITDA margin of 14.7%. Additionally, the company maintained a historic order backlog of 1.6 billion euros.

These record results represent the consolidation of pre-pandemic activity levels and demonstrate the success of the Group's strategic diversification in products, services, and geographic areas, as well as its strategic focus on providing premium solutions to clients, anticipating their needs, and becoming a key player in the energy transition.

The business evolution is influenced by the macroeconomic environment, including interest rate hikes to curb inflation, which caused a slowdown in sales of lower value-added products.

Significant progress was made in gas upstream activity in Asia and the Middle East, with sustainable orders and strong positioning with strategic clients through long-term agreements.

Sector Dynamics:

Industrial (35%):

Throughout 2023, Tubacex increased its positioning in premium products in China and India, countries with strong refining capacity growth forecasts, while the LNG and Gas Processing sectors maintained high levels of activity and visibility, particularly in North America and the Middle East. In the fourth quarter, the Mid&Downstream segment showed a reactivation in the awarding of large projects, especially in the Middle East and Asia, although orders for lower value-added products slowed due to increasing macroeconomic uncertainty and high interest rates.

E&P Gas (24%) & Oil (19%):

Upstream: In America, operations continue in Brazil's deep waters, where Tubacex has already supplied equipment to 10 wells in the Búzios field. Continued operations by Petrobras are expected in the coming months with comprehensive solutions supplied from the Macaé hub. In the Middle East, the construction of the new CRA OCTG plant in Abu Dhabi continues as part of the 10-year project signed with ADNOC, marking the largest contract in the company's history. The drilling and special machining segments also performed well.

Subsea: This segment registered a record order intake, with key strategic projects on all five continents. The offshore segment has proven to be one of the most resilient and geopolitically stable markets for state energy security. It has a backlog with delivery times exceeding 12 months in some cases, indicating positive medium-term prospects.

Additionally, significant discoveries are being made in new locations: Namibia, Suriname, Guyana, Northern Brazil (Amazon Basin), and Tanzania. Tubacex has established strategic agreements with leading umbilical manufacturers. The creation of a joint venture between SLB and AKER (SLB Onesubsea) offers Tubacex an opportunity to strengthen its positioning in E&P Gas.

New Markets (15%)

Low Carbon: Tubacex positions this unit as the flagship of sustainability, projecting sales of 100 million euros by 2027. In 2023, significant orders for CCUS (carbon capture, utilization, and storage) were secured in the U.S., a leader in this sustainable path, and in Malaysia, where the first order was captured in the Asian market. Under this area, Tubacoat, an innovative tubular solution with ceramic coating for critical applications that contribute to energy efficiency and CO2 emissions reduction in refineries, received significant orders in the United States (Exxon, Marathon, Motiva, and BP), Europe (Hellenic Energy), and Saudi Arabia (SATORP and Jazan). Tubacex supports hydrogen as a replacement for fossil energies and secured its first order with the Dutch fertilizer and methanol producer OCI.

Aerospace: A new business avenue opened in this sector for the development of complex materials and solutions.

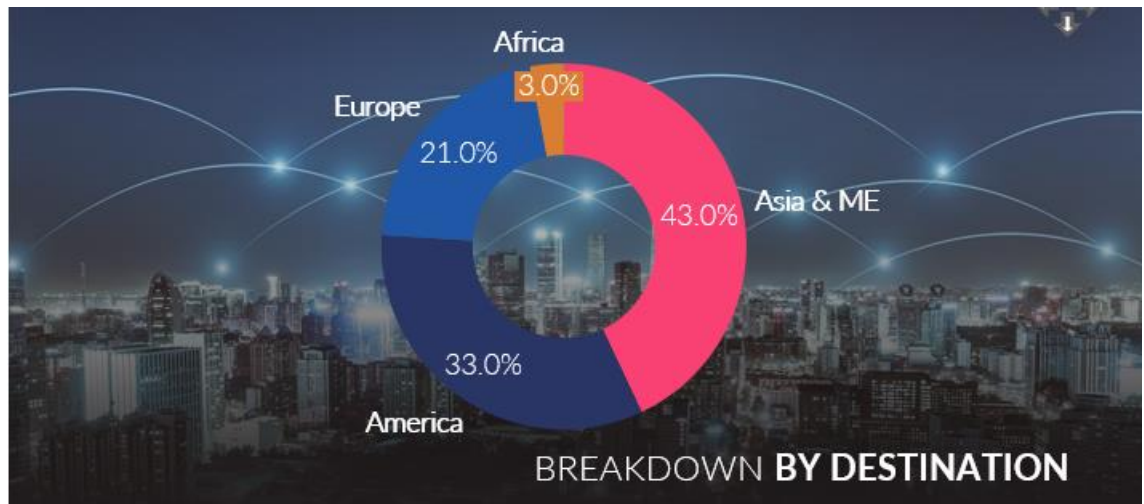
H&I (Hydraulics and Instrumentation): Increased market share following record production in 2023.

Fertilizers: Secured several high value-added projects for this industry.

Powergen (7%)

Tubacex is shifting away from conventional coal projects to focus on the circular economy and energy transition. In 2023, the nuclear segment performed well, particularly in Europe, where a long-term agreement was signed with the French energy company EDF for the maintenance of its existing plants and the construction of future ones. There are also promising prospects for the SMR (Small Modular Reactors) market, especially in Canada, the U.S., and Europe, and for Ultra Super Critical (USC) power plants in China and India. Tubacex is collaborating with several engineering firms for the development of design and materials.

**Breakdown of direct sales to engineering firms and end-users
(2023)**



1.6.6. Declaration on the absence of significant changes in the prospects of the Issuer

Since the publication of the latest audited consolidated financial information as of 31 December 2023 and until the date of this Information Memorandum, there has been no Material Adverse Effect in the outlook for Tubacex.

2. Reasons for the Issue and use of proceeds

Tubacex has requested admission (*incorporación*) of the Programme to the MARF for the following reasons: i) to diversify sources of external financing through access to capital markets,

ii) to raise funds to strengthen the financial ability of the Issuer to obtain financing at longer maturities, and iii) to benefit from the flexibility of multilateral trading facilities with lower costs.

2.1. Audited historical financial information

This section includes the Consolidated Financial Statements of Tubacex Group for the years ended 31 December 2023 and 2022, which have been extracted from the audited individual and consolidated annual accounts of the Group for the years ended 31 December 2023 and 31 December 2022, as included by reference through the following links:

- 2023 Consolidated Annual Accounts:

<https://www.tubacex.com/wp-content/uploads/2024/05/Informe-CCAA-Tubacex-SA-y-sociudades-dependientes-2023-EINF.pdf>

- 2022 Consolidated Annual Accounts:

<https://www.tubacex.com/wp-content/uploads/2023/04/Cuentas-anuales-consolidadas-2022.pdf>

The consolidated annual accounts as of 31 December 2023 and 2022 have been prepared from the accounting records of the Group and are presented in accordance with the commercial legislation and the established rules in the General Accounting Plan approved by Royal Decree 1514/2007 and the amendments made thereto by Royal Decree 1159/2010.

- 2023 Individual Annual Accounts

<https://www.tubacex.com/wp-content/uploads/2024/05/Cuentas-anuales-TUBACEX-S.A.pdf>

- 2022 Individual Annual Accounts

<https://www.tubacex.com/wp-content/uploads/2023/04/Cuentas-anuales-individuales-2022.pdf>

2.2. Financial Statements of the Issuer

Audited Consolidated Income Statement for the financial years ended on 31 December 2023 and 2022 (in thousands of Euros)

	Note	2023	2022
Continuing operations:			
Revenue	6	852,392	714,714
Changes in inventories of finished goods and work in progress		11,263	53,631
Self-constructed assets	3.2	2,044	2,761
Cost of sales	11	(377,873)	(330,488)
Other operating income	23	16,950	12,694
Employee benefits expense	24	(157,094)	(142,405)
Other operating expenses	23	(222,452)	(218,558)
Asset depreciation, amortisation and impairment	7 & 8	(44,491)	(47,897)
Operating profit/(loss)		80,739	44,452
Finance income	9	1,950	2,610
Finance costs	17	(33,163)	(22,565)
Exchange differences		54	2,369
Net finance cost		(31,159)	(17,586)
Profit before tax		49,580	26,866
Income tax	21	(6,764)	(3,846)
Profit for the year from continuing operations		42,816	23,020
Profit for the year		42,816	23,020
Attributable to:			
Equity holders of the parent		36,332	20,234
Equity attributable to non-controlling interests	14.9	6,484	2,786
Earnings/(loss) per share (€)			
- Basic	22.1	0.30	0.17
- Diluted	22.2	0.29	0.16

Audited Consolidated Balance Sheet for the financial years ended on 31 December 2023 and 2022 (in thousands of Euros)

ASSETS	Note	31 Dec. 2023	31 Dec. 2022	EQUITY AND LIABILITIES	Note	31 Dec. 2023	31 Dec. 2022
NON-CURRENT ASSETS				EQUITY			
Intangible assets	7	112,561	114,383	Capital and reserves			
Goodwill		7,765	8,131	Issued capital	14.1	56,947	58,040
Other intangible assets		104,796	106,252	Share premium	14.2	17,108	17,108
Property, plant, and equipment	8	306,670	266,789	Revaluation reserve	14.3	3,763	3,763
Derivative financial instruments	10	1,318	3,257	Other reserves of the parent and entities accounted for using the full consolidation and equity methods	14.4	140,974	131,687
on-current financial assets	9	4,187	5,078	Own shares	14.5	(11,674)	(15,546)
Deferred tax assets	21.3	93,558	91,966	Profit for the year attributable to equity holders of the parent		36,332	20,234
Total non-current assets		518,294	481,473	Other equity instruments	14.6	2,334	2,334
						245,784	217,620
				Valuation adjustments			
				Translation differences		(8,489)	879
				Hedging transactions	14.7	2,746	2,980
				Equity attributable to equity holders of the parent		(5,743)	3,859
				Equity attributable to non-controlling interests	14.9	240,041	221,479
				Total equity		293,636	276,091
				NON-CURRENT LIABILITIES			
				Non-current provisions	15	8,288	8,507
				Deferred income	16	11,831	11,362
				Non-current financial liabilities		124,256	169,008
				Bank borrowings	17	109,256	154,008
				Notes and other marketable securities	17	15,000	15,000
				Employee benefits	20	7,701	9,183
				Deferred tax liabilities	21.3	23,653	23,369
				Other non-current financial liabilities	18	30,725	19,231
				Total non-current liabilities		206,454	240,660
				CURRENT LIABILITIES			
CURRENT ASSETS				Current provisions	15	521	4,973
Inventories	11	411,129	378,330	Current financial liabilities		355,197	320,869
Trade and other receivables	12	97,111	115,845	Notes and other marketable securities	17	194,137	178,622
Trade receivables		74,219	89,238	Bank borrowings	17	141,325	114,913
Other receivables		22,067	25,605	Derivative financial instruments	10	1,474	3,769
Current tax assets	21	825	1,002	Other financial liabilities	18	18,261	23,565
Derivative financial instruments	10	3,053	2,808	Trade and other payables	19	355,648	317,186
Current financial assets	9	19,692	11,209	Trade payables		250,888	237,581
Other current assets		2,858	5,896	Other accounts payable		104,630	78,113
Cash and cash equivalents	13	159,319	164,218	Current tax liabilities	21	130	1,492
Total current assets		693,162	678,306	Total current liabilities		711,366	643,028
TOTAL ASSETS		1,211,456	1,159,779	TOTAL EQUITY AND LIABILITIES		1,211,456	1,159,779

Audited Consolidated Cash Flow Statements of the financial years ended on 31 December 2023 and 2022 (in thousands of Euros)

	Note	2023	2022
Operating activities			
Profit/(loss) for the year before tax		49,580	26,866
Adjustments to reconcile profit before tax to net cash flows:			
Asset depreciation and amortisation	7 & 8	44,491	47,897
Net foreign exchange differences		(54)	(2,369)
	11, 12, 15 &		
Changes in provisions	20	469	5,642
Finance income	9	(1,950)	(2,610)
Finance costs	17	33,163	22,565
		125,699	97,991
Changes in working capital			
Inventories	11	(40,015)	(64,822)
Trade and other receivables	12	16,632	(29,961)
Other current assets		(5,445)	2,797
Trade and other payables	19	35,375	110,113
Other non-current assets and liabilities		(3,562)	(5,540)
		2,985	12,587
Other cash used in operating activities:			
Interest paid		(31,717)	(22,565)
Income tax collected/(paid)	21	(5,816)	(403)
		(37,533)	(22,968)
Net cash from operating activities (I)		91,151	87,610
Investing activities			
Proceeds from sale of non-current assets	7 & 8	-	1,750
Interest received	9	1,950	2,610
Purchase of property, plant, and equipment	8	(56,375)	(19,458)
Purchase of intangible assets	7	(6,557)	(7,334)
		(60,982)	(22,432)
Financing activities			
Acquisition of non-controlling interests	2.6	(7,591)	-
Purchase/sale of own shares	14.5	183	(5,122)
Proceeds from bank borrowings	17	26,411	54,695
Proceeds from other borrowings	17 & 18	15,515	24,829
Repayment of bank borrowings	17	(46,198)	(91,251)
Repayment of other borrowings	17	(15,348)	(21,249)
Dividend payments			
Dividends	14.4	(8,094)	-
		(35,122)	(38,098)
Net cash used in financing activities (III)		(35,122)	(38,098)
Net foreign exchange differences (IV)		54	(3,351)
Net increase/(decrease) in cash and cash equivalents (I+II+III+IV)		(4,899)	23,729
Cash and cash equivalents at 1 January	13	164,218	140,489
Cash and cash equivalents at 31 December	13	159,319	164,218

2.3. Audit of historical annual financial information

2.3.1. Statement that historical financial information has been audited. If audit reports on the historical financial information have been refused by the auditors or if they contain qualifications or disclaimers, such qualifications or disclaimers must be reproduced in full, explaining the reasons.

The historical consolidated financial information of Tubacex and its Group corresponding to the years 2023 and 2022 has been audited by EY, and the audit reports thereon contained no qualifications.

2.3.2. Indication of other information in the Information Memorandum which has been audited by the auditors

Non-applicable.

2.3.3. Where financial data in the Information Memorandum is not extracted from the audited Financial Statements of the Issuer, you must declare the source of the data and state that the data is unaudited

Not applicable

2.4. Age of the most recent financial information

The most recent consolidated financial information contained in this Information Memorandum refers to the audited financial information as of and for the year ended 31 December 2023.

2.5. Judicial, administrative and arbitration proceedings

As of the date of this document, Tubacex is not involved in any material civil or administrative legal proceedings.

VIII. DESCRIPTION OF THE NOTES

1. Total amount of the securities issued/admitted to trading

The maximum nominal amount of the Programme will be ONE HUNDRED AND FIFTY MILLION EUROS (150,000,000€). The securities to be issued under the Programme will be senior unsecured simple notes (the “Notes”). Regarding the terms and conditions of the securities, the Notes under the Programme will be issued pursuant to the template attached as “Annex 1” hereto (the “Final Terms”). This limit shall not be exceeded at each issue date by adding to the nominal outstanding balance in euros issued, plus the nominal amount in euros that is intended to be issued at that time.

The Final Terms of each issue will specify the nominal and total effective amount of the Notes admitted to trading and the nominal and effective amount and number of Notes to be admitted.

2. Date of issue of the Notes

The Final Terms of each issue of Notes will establish the envisaged dates of issue of the Notes, which may not exceed the validity period of the Programme.

The validity of the Programme is one (1) year as from the admission (*incorporación*) of the same to MARF.

3. Form and Denomination

The Notes will be in uncertified, dematerialised book-entry form (*anotaciones en cuenta*), defined as “non-equity securities” pursuant to section 2 of the Prospectus Regulation and section f) of article 61.2 of Royal Decree 814/2023 (“**RD 814/2023**”) dated November 8 (“*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*”).

Each Note will have a nominal value of EUR 100,000 (the “**Authorised Denomination**”).

The Notes will be represented as book-entry form (*anotaciones en cuenta*) pursuant to MARF regulations.

4. Status of the Notes

a) Status of the Notes:

The Notes constitute, subject to the provisions of Condition 8.2 below (*Negative Pledge*), senior unsecured obligations of the Issuer which in the event of the insolvency (*concurso*) of the Issuer will, at all times, rank *pari passu* among themselves and *pari passu* with all other present and future senior unsecured and unsubordinated obligations of the Issuer (unless they qualify as subordinated credits under Article 281 of the Insolvency Law as may be amended from time to time and subject to any applicable legal and regulatory exceptions).

In the event of the insolvency (*concurso*) of the Issuer, under the Insolvency Law, and assuming that the Notes remain unsecured, claims relating to the Notes (unless they qualify as subordinated credits under Article 281 of the Insolvency Law) will be ordinary credits (*créditos ordinarios*) as defined in the Insolvency Law. Ordinary credits rank below credits against the insolvency estate (*créditos contra la masa*) and credits with a privilege (*créditos privilegiados*). Ordinary credits rank above subordinated credits. Accrued and unpaid interest due in respect of the Notes at the commencement of an insolvency proceeding (*concurso*) of the Issuer will qualify as subordinated credits. Under Spanish law, accrual of interest on the Notes shall be suspended from the date of any declaration of insolvency (Article 152 of the Insolvency Law).

5. Price of the Notes

The Notes may be issued at par value or for a lower or higher amount, as established in the Final Terms.

6. ISIN Code

The information relating to the ISIN Code (International Securities Identification Number), or any other codes used internationally, of each of the issues made under the Programme will appear in the Final Terms of the relevant issue.

7. Register, Title and Transfers

- (a) *Registration*: The Notes issued under the Programme will be registered with the Spanish *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal*, with its registered address at Plaza de la Lealtad, 1, Madrid (“**Iberclear**”) that records all aggregate securities balances for each of its participating entities (*entidades participantes*) (the “**Iberclear Members**”). Each Noteholder's (as defined below) title to the corresponding principal amount of the Notes is set out in the registries maintained by the respective Iberclear Member or the Spanish Central Registry itself if the holder is an Iberclear Member.
- (b) *Title*: Title of the Notes issued under the Programme will be evidenced by book-entry forms (*anotaciones en cuenta*), and each person shown in the registries maintained by the respective Iberclear Members, as being a holder of Notes shall be (except otherwise required by the applicable Spanish law) considered the holder of the principal amount of the Notes recorded therein. The “**Holder**” of a Note means the person in whose name such Note is for the time being registered in the book-entry forms (*anotaciones en cuenta*) at Iberclear or, as the case may be, the relevant Iberclear Member accounting book and “**Noteholder**” shall be construed accordingly. One or more certificates (each, a “**Certificate**”) attesting to the relevant Holder's holding of the Notes in the relevant registry will be delivered by the relevant Iberclear Member or, where the Holder is itself an Iberclear Member, by Iberclear (in each case, in accordance with the requirements of Spanish law and the relevant Iberclear Member's or, as the case may be, Iberclear's procedures) to such Holder upon such Holder's request.
- (c) *Transfers*: The Notes issued under the Programme will be issued without any restrictions on their transferability. Consequently, the Notes may be transferred and title to the Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and/or the Iberclear itself, as applicable. Each Holder will be treated (except as otherwise required by Spanish law) as the legitimate owner of the relevant Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or annotation of, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.

8. Covenants

The Notes to be issued under the Programme will contain the following covenants:

8.1. **Pari passu**

The Issuer undertakes to maintain the Notes and the rights deriving therefrom in favour of the Noteholders at least with the same preferences, privileges and rank as those that derive or may derive for other unsecured and unsubordinated creditors by reason of agreements the Issuer has entered into or may enter into in the future, unless otherwise authorised by the Noteholders, save for those preferences, privileges and ranks created by operation of law.

8.2. Negative Pledge

The Issuer undertakes to refrain from establishing or permitting the establishment of any Security Interest of any kind in respect of any of its assets, whether current or future, with the exception of the Permitted Security.

“**Permitted Security**” means:

- (a) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its financing arrangements for the purposes of netting debit and credit balances, or a transaction over cash accounts securing cash pooling arrangements;
- (b) any Security Interest in existence on each issue date to the extent that it secures Indebtedness outstanding on such date;
- (c) any Security Interest over or affecting any asset existing at the time it was acquired by a member of the Group after the Issue Date;
- (d) any Security Interest over or affecting any asset of any company existing at the time it becomes a member of the Group after the Issue Date;
- (e) any Security Interest for tax being challenged diligently and in good faith, taking into account applicable time and grace periods for any such challenge;
- (f) any Security Interest created by or resulting from any litigation or legal proceeding;
- (g) the discounting of bills or notes on arm's length commercial terms and in the ordinary course of business provided that such bills or notes constitute Permitted Indebtedness;
- (h) any Security Interest created for the benefit of (or to secure) the Notes or a guarantee;
- (i) any Security Interest securing Indebtedness the principal amount of which (when aggregated with the principal amount of any other Indebtedness which has the benefit of a Security Interest given by any member of the Group other than any permitted under paragraphs (a) to (h) above inclusive) does not exceed EUR 25,000,000.

“**Security Interest**” means any mortgage, charge, pledge, lien, attachment, encumbrance or other security interest.

8.3. Change of control

Upon the occurrence of a Change of Control, each Noteholder may, during the Change of Control Period, notify the Issuer, that it requires the early redemption of some or all of its Notes. The Issuer will redeem in whole (but not in part) the Notes subject of the notice on the Change of Control Redemption Date at a price equal to 101 percent of their principal amount plus accrued and unpaid interest up to (but excluding) the Change of Control Redemption Date.

A Change of Control shall be notified to the Noteholders in accordance with Condition 8.3 by the Issuer within 14 calendar days of its occurrence (a “**Change of Control Notice**”). Any such notification will indicate the Change of Control Period and the Change of Control Redemption Date. In order to exercise the option contained in this Condition 8.3, the holder of a Note must, on any Business Day during the Change of Control Period, give notice to any Paying Agent (a “**Put Option Notice**”) of such exercise. A Put Option Notice once given shall be irrevocable.

“**Change of Control**” shall occur in respect of the Issuer upon (i) one or more persons, acting individually or in concert, acquire Control, directly or indirectly, of the Issuer; or (ii) the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer taken as a whole.

“**Control**” means:

- (a) the acquisition or control of more than 50 per cent. of the voting rights (the right generally to vote at a general meeting of shareholders of such person); or
- (b) the right to appoint and/or remove all or the majority of the members of the Issuer’s board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of Voting Rights, contract or otherwise and “controlled” shall be construed accordingly.

“**Change of Control Period**” means the period commencing on the occurrence of a Change of Control and ending 60 calendar days following the Change or Control, or if later, 60 calendar days following the date on which a Change of Control Notice is given to Noteholders.

“**Change of Control Redemption Date**” means the date specified by the Issuer in the Change of Control Notice, being a date not earlier than five nor later than 10 Business Days after expiry of the Change of Control Period.

8.4. Limitation on Additional Indebtedness

So long as any Note remains outstanding, neither the Issuer nor any of its Subsidiaries will, after the Issue Date, incur any additional Indebtedness (other than Permitted Indebtedness), if on the date of the incurrence of such additional Indebtedness, the Consolidated Interest Coverage Ratio is not greater than or equal to 3.0 to 1.0 determined on a pro forma basis, assuming for these purposes that such additional Indebtedness had

been incurred, and the net proceeds thereof applied, on the first day of the applicable Testing Period.

“**Calculation Date**” means, the last day of the most recently completed financial quarter.

“**Consolidated Interest Coverage Ratio**” means as of any Calculation Date, the ratio of (x) the EBITDA for the relevant Testing Period preceding such Calculation Date of determination to (y) the Net Interest Expense accrued during the relevant Testing Period.

“**EBITDA**” in relation to the Consolidated Financial Statements, the profit from operations (*resultado de explotación*), as that term is defined in the Issuer’s financial statements, adding the depreciation and amortization charge. If during a relevant testing period a company or entity were acquired and became a member of the Group for the purposes of GAAP, for the purposes of calculating the EBITDA on the corresponding date of calculation referred to such relevant testing period it will be considered that the individual EBITDA of the acquired company for that relevant testing period is the EBITDA of such company generated since the beginning of such relevant testing period. The provision under this paragraph is only for the purposes of avoiding the accounting effect of GAAP in the Financial Covenants as regards considering all the debt of the acquired company but only its EBITDA as from the date of its acquisition by the Group.

“**Issue Date**”, means for the purposes of the covenants, the first issue date of Notes under the Programme.

“**Net Interest Expense**” means, in relation to the Consolidated Financial Statements, as applicable, costs (*gastos financieros*) minus financial income (*ingresos financieros*) as defined in the Issuer’s financial statements.

“**Permitted Indebtedness**” means:

- (a) Indebtedness incurred in compliance with the provisions set forth in this Clause 8.4, or Indebtedness incurred or subsisting under, or as a result of, any amendment, supplement, or other modification from time to time, or refinancing, restructuring, renewal or repayment from time to time (whether in whole or in part, whether with the original banks, lenders or institutions or other banks, lenders or institutions or otherwise) of any existing Indebtedness as of the Issue Date;
- (b) Indebtedness under the Notes and (without double-counting) any Indebtedness outstanding on the Issue Date;
- (c) Indebtedness of a Person incurred and outstanding on the date on which such Person was directly or indirectly acquired by the Issuer after the Issue Date or is merged, consolidated, amalgamated or otherwise combined with the Issuer;
- (d) Any refinancing of any Permitted Indebtedness.

“**Testing Period**” means, with respect to any Calculation Date, the last twelve (12) months used for the calculation to be made at such Calculation Date.

8.5. Limitation on Investments

The Issuer will, and will permit or procure that the Subsidiaries, only make Investments if at the time of such Investment all the following conditions are met:

- i. that no Event of Default has occurred or will occur as a consequence of such Investment;
- ii. the relevant Investment is in a Permitted Business.

“**Investment**” means with respect to any Person, all direct or indirect investments by such Person in other Persons (including Subsidiaries) in the forms of loans (including guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, or securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with the relevant accounting principles.

“**Permitted Business**” means (a) any businesses, services or activities engaged in by the Issuer or any of its Subsidiaries on the Issue Date (each a “**Permitted Activity**”); and (b) any businesses, services and activities engaged in by the Issuer or any of its Subsidiaries that are related, complementary, incidental, ancillary or similar to any Permitted Activity or are extensions or developments of any Permitted Activity.

8.6. Distributions

So long as any Note remains outstanding, the Issuer shall not pay, make or declare any dividend or other distribution (in kind or in cash) exceeding fifty percent (50%) of the net income.

8.7. Sale of Assets

The Issuer will not, and will not cause or permit any of its Subsidiaries to, sell or otherwise transfer out of the Group all or a substantial part of the Group’s assets if such transaction would result in a Material Adverse Effect.

“**Material Adverse Effect**” means a material adverse effect on the business, assets or financial condition of the Group, which affects (i) the ability of the Issuer to comply with its payment obligations under the Notes or (ii) the validity or enforceability of the Notes.

8.8. Limitation on Structural Modifications

So long as any Note remains outstanding, the Issuer will not pass a resolution for the winding-up (liquidación), dissolution (disolución), reconstruction, amalgamation, reorganisation, merger or consolidation with or into another Person (a “**Structural Modification**”) of the Issuer, unless such Structural Modification is constrained by law.

For the avoidance of doubt, this covenant will not apply to any Structural Modification among the Issuer and the Subsidiaries, being the company subsisting the Issuer.

8.9. Information and Reports

So long as any Notes issued under this Programme are outstanding, the Issuer shall provide the Commissioner (which information shall be available to Noteholders at the specified office of the Commissioner):

- i. as soon as the same become available, but in any event within 120 days after the end of each of its financial year, a copy of its audited consolidated financial statements for that financial year, starting with the financial year ending 31 December 2021;
- ii. promptly after the occurrence of a material acquisition, disposition, restructuring of the Issuer and its Subsidiaries taken as a whole or change in auditors or any other material event of the Issuer and its Subsidiaries taken as a whole, a copy of each notice provided to the MARF in accordance with applicable regulation containing a description of such event.

For clarification purposes, the Commissioner assumes no responsibility for the authenticity, accuracy or correctness of the information, reports or certifications provided by the Issuer.

9. Interest

The Notes might be issued with fixed or variable interest rate, as determined in the relevant Final Terms (the “**Interest Rate**”). Interest Rate shall accrue from the disbursement date of each issue until its maturity date and subject as provided in Condition 11 (*Payments*).

Each Note will cease to bear interest when such Note is redeemed or repaid pursuant to Condition 10 (*Redemption and Purchase*) or Condition 15 (*Events of Default*), from the due date for redemption thereof unless, upon due presentation thereof, payment of the principal amount of the Notes is improperly withheld or refused, in which event interest will continue to accrue at such rate (both before and after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder, and (ii) the 7 (seven) days after the Paying Agent has notified Noteholders of receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant Holders under these Conditions).

If interest is to be calculated in respect of a period which is equal to or shorter than an Interest Period, it shall be calculated by applying the Interest Rate to the Authorised Denomination, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest cent (half a cent being rounded upwards) where:

“**Day Count Fraction**” means in respect of any period the number of days in the relevant period, from and including the date on which interest begins to accrue up to but excluding the date on which it falls due, divided by the number of days in the Regular Period in which the relevant period falls; and

“Regular Period” means each period from and including the issue date under each issue of Notes or any interest payment date to (but excluding) the next interest payment date.

Therefore, in accordance with the abovementioned, the interest of the Notes will be specify in the Final Terms. The interest payment dates of each issue of Notes, which shall be monthly, quarterly, semiannually or annually, and if applicable, the existence of any irregular periods will be set forth in the relevant Final Terms.

If variable Interest Rate is specified in the relevant Final Terms, the Interest Rate shall be the sum of the EURIBOR plus the Margin specified in the Final Terms. Notwithstanding the above, the Final Terms may also include floor and/or cap clauses to the Interest Rate.

In case the EURIBOR does not appear on the relevant page or if the relevant screen page is unavailable, the Paying Agent will (i) request each of the Reference Banks to provide a quotation of the EURIBOR on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and (ii) determine the arithmetic mean of such quotations; and if fewer than two such quotations are provided as requested, the Paying Agent will determine the arithmetic mean of the rates (being the nearest to the EURIBOR, as determined by the Calculation Agent) quoted by major banks in the principal financial centre of the specified currency, selected by the Paying Agent, at approximately 11.00 a.m. on the first day of the relevant Interest Period for loans in euros to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time.

“Calculation Agent” has the meaning given in the relevant Final Terms of each issue, if applicable.

“Contingent Margin” has the meaning given in the relevant Final Terms of each issue, if applicable.

"EURIBOR" means, in respect of any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (as at the date of the Programme, Thomson Reuters) in accordance with the requirements from time to time of the European Banking Federation based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor). / EURIBOR means the reference rate of the Euro Money Market resulting from applying the convention in effect from time to time administered by the European Money Markets Institute or any other person which takes over the administration of that rate, (the convention currently specifies the reference rate on the Thomson Reuters EURIBOR01 screen, the “Screen”), at 11:00 a.m. (CET), for financing with delivery of funds two business days (T-2) before the date of the commencement of the Interest Period, for Euro deposits for a term equal to the Interest Period, increased by any fee, tax or charge that is imposed or may be imposed in the future on this kind of transaction, plus such expenses of any other kind as may be applicable. If the Screen (or any which may replace it in the future) were not available, the following shall be used as relevant screen, in the following order: the electronic information pages showing the

EURIBOR rates (published by the British Banks Association) of Bloomberg, or any other created according to market practice to reflect the Euro Interbank Market..

"**Margin**" has the meaning given in the relevant Final Terms.

"**Interest Determination Date**" has the meaning given in the relevant Final Terms.

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Paying Agent in the market that is most closely connected with the EURIBOR.

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms.

10. Redemption and Purchase

- (a) *Final Redemption*: Unless previously purchased and cancelled or redeemed as herein provided, the Notes will be redeemed at their principal amount (or if applicable, at the price stated in the Final Terms) on the relevant maturity date or on the date specifically determined in the Final Terms of the particular issue which shall range between one (1) and ten (10) years. The Notes may not be redeemed at the option of the Issuer other than in accordance with this Condition 10.
- (b) *Redemption for tax reasons*: The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving no less than 30 and no more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their principal amount, together with interest accrued to the date fixed for redemption, if, immediately before giving such notice, the Issuer satisfies the Commissioner that:
 - (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 14 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date; and
 - (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it;

provided, however, that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Commissioner:

- (A) a certificate signed by a representative of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts

showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and

- (B) an opinion in form and substance satisfactory to the Commissioner of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

The Commissioner shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out in (i) and (ii) above, in which event they shall be conclusive and binding on the Noteholders.

For avoidance of doubt, the Commissioner assumes no responsibility for the authenticity, accuracy or correctness of any information submitted by the Issuer pursuant to this information memorandum or the documentation relating to the Issues. Nor does it assume any responsibility arising from the Issuer's failure to comply with any of its obligations in relation to the issues.

Upon the expiry of any such notice as is referred to in this Condition 10 (b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10.

- (c) *Optional Redemption.* The Issuer may, at its option, upon notice as provided below, redeem at any time all, or from time to time any part of, the Notes, in an amount not less than five percent (5%) of the aggregate principal amount of the Notes then outstanding in the case of a partial prepayment, at the Notes Breakage Cost Amount. The Issuer will give each Noteholder written notice of each optional prepayment under this Section 10 (c) not less than 10 days and not more than 60 days prior to the date fixed for such prepayment. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Notes to be prepaid on such date, the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and an estimate of Notes Breakage Cost Amount.

“Notes Breakage Costs Amount” means an amount equal to the higher of: (i) the principal amount outstanding of the relevant Notes (or as the case may be, the relevant part of it) as at the relevant redemption date, together with accrued but unpaid interest to such date; and (ii) the sum of the present values at the relevant redemption date of the outstanding payments of principal and interest under the Notes to (and including) the relevant maturity date (excluding accrued but unpaid interest to the Redemption Date), computed by a suitably qualified financial institution appointed by the Issuer using a discount rate equal to the Reference Rate as of the redemption date and assuming the relevant Notes would otherwise have been redeemed on their scheduled maturity date.

“Reference Rate” means the bid-side rate for the fixed leg of a hypothetical interest rate swap with a notional profile equal to the semi-annual interest that would be payable on the Notes (had the redemption not taken place), with the same payment dates as the Notes and a floating leg of six-month EURIBOR with no spread and where such hypothetical interest rate swap is between fully collateralised market counterparties plus the Applicable Make-Whole Spread. The Reference Rate shall be determined by a suitably qualified financial institution appointed by the Issuer

with the prior written approval of the Commissioner using its standard valuation methodology as at the date of calculation.

“**Applicable Make-Whole Spread**” means the make-whole spread determined in the relevant Final Terms.

- (d) *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) (*Final redemption*), (b) (*Redemption for tax reasons*) and (c) (*Optional Redemption*) of this Condition 10, except in accordance with Condition 10 (e) below.
- (e) *Purchase*: Subject to compliance with applicable laws and regulations, each of the Issuer or any of its Subsidiaries, may at any time purchase Notes in the following conditions:
 - (a) through a tender offer directed to all Noteholders at any price, or
 - (b) on the open market at any price.

Such Notes may be held, re-sold, or, at the option of the relevant purchaser, cancelled and while held by or on behalf of the Issuer or any such Subsidiary as treasury shares, shall not entitle the Holder to vote at any meetings of the relevant Syndicate of Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Syndicate of Noteholders or for the purposes of Condition 18 (*Syndicate of Noteholders*).

- (f) *Cancellation*: All Notes so redeemed shall be cancelled and may not be reissued or resold. Notes purchased by the Issuer or any of its Subsidiaries may, at the option of the relevant purchaser, be cancelled.
- (g) *Notice of Redemption*: All Notes in respect of which any notice of redemption is given under this Condition shall be redeemed on the date specified in such notice in accordance with this Condition.

11. Payments

- (a) *Principal and Interest*: Payments of principal and interest shall be made by transfer to a euro account, as applicable (or other account to which Euros/USD may be credited or transferred) of the relevant Noteholder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the T2 system, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at the close of business on the day immediately preceding the relevant interest payment date or the maturity date, as applicable, on which the payment of principal and interest as the case may be, falls due. Noteholders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments in respect of the relevant Notes. Neither the Issuer nor the Paying Agent will have any responsibility or liability for the records relating to payments made in respect of the Notes.

- (b) *Payments subject to fiscal laws:* All payments in respect of the Notes issued under the Programme are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 14 (*Taxation*). No commissions or expenses shall be charged to the Noteholders in respect of such payments.
- (c) *Payments on business days:* Where payment is to be made by transfer to a euro account (or other account to which Euros may be credited or transferred), payment instructions (for value on the due date, or, if the due date is not a business day, for value on the next succeeding business day) will be initiated on the due date for payment. A Holder of a Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from the due date for a payment not being a business day. In this paragraph “business day” means a day (other than a Saturday or Sunday) which is a TARGET Settlement Day.
- (d) *Interpretation:* In these Conditions:
- “**T2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007; and
- “**TARGET Settlement Day**” means any day on which T2 is open for the settlement of payments in Euros.

12. Placement of each issue under the Programme

Regarding the Notes to be traded on the MARF (*Mercado Alterantivo de Renta Fija*) under this Information Memorandum, the Issuer has initially appointed Banca March, S.A. and Norbolsa Sociedad de Valores, S.A.; and Banco de Sabadell, S.A. as Placement Entities. During the term of the Information Memorandum, the Issuer can freely appoint other placement entities of the respective Notes (jointly with any other placement entities the “**Placement Entities**”); all of which will be stated, as the case may be, in the Final Terms of each issue.

13. Further issues

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes issued under any previous Final Terms in all respects (except for the first payment of interest) and also the same Syndicate of Noteholders and Commissioner so as to be consolidated, and form a single series, with the relevant issue of Notes (as detailed in the Final Terms).

14. Taxation

All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or

deduction of such taxes, duties, assessments or governmental charges is required by law (being a “**Gross-Up Event**”).

If a Gross-Up Event occurs, the Issuer shall pay such additional amounts (“**Additional Amounts**”) as may be necessary to ensure that the net amount received by each Noteholder after such withholding or deduction (including any withholding or deduction in respect of any Additional Amounts) shall not be less than the amount the Noteholder would have received if such Taxes had not been withheld or deducted, except that no such Additional Amounts shall be payable in respect of:

- (a) any Note presented for payment by or on behalf of a Holder who is liable for such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the Kingdom of Spain other than the mere holding of the Note; or
- (b) any Note presented for payment by or on behalf of a Holder who fails to make any necessary claim or to comply with any certification, identification or other requirements concerning the nationality, residence, identity or connection with the taxing jurisdiction of such Holder, if such claim or compliance is required by statute, treaty, regulation or administrative practice of the taxing jurisdiction of the Issuer as a condition to relief or exemption from such taxes; or
- (c) any Note presented for payment by or on behalf of an individual resident for tax purposes in the Kingdom of Spain if the Spanish tax authorities determine that payments made to such individuals are not exempt from Spanish withholding tax and require a withholding to be made; or
- (d) any Note presented for payment by or on behalf of a Holder who is a fiduciary, a partnership, a limited liability company or anything other than the sole beneficial owner of that payment, to the extent to which that payment would be required by the laws of Spain to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, an interest holder in that limited liability company or a beneficial owner who would not have been entitled to any additional amounts had it been the holder; or
- (e) any Note where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, this Directive; or
- (f) any Note presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another paying agent in a member state of the European Union; or
- (g) any Note presented for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Note would have been entitled to such additional amounts on presenting such Note for payment on the last day of such period of 30 days; or

- (h) any taxes that are imposed or withheld pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986 (FATCA) (or any amended or successive version of such sections that is substantively comparable and not materially more onerous to comply with), any regulations promulgated there under, any official interpretations thereof or any agreements entered into in connection with the implementation thereof.

In these Conditions, "**Relevant Date**" means whichever is the later of (1) the date on which the payment in question first becomes due, or (2) if the full amount payable has not been received in a city in which banks have access to the T2 by the Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

Any reference in these Conditions to principal or interest shall be deemed to include any additional amounts in respect of principal or interest (as the case may be) which may be payable under this Condition 14 or any undertaking given in addition to or in substitution of this Condition 14.

15. Events of Default

If any of the following events occur or is ongoing:

- (a) *Non-payment*: the Issuer fails to pay any amount of principal in respect of the Notes within fourteen days of the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within twenty one days of the due date for payment thereof; or
- (b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied for 30 days after written notice thereof to the Issuer; or
- (c) *Cross-default of Issuer*:
 - (i) any Indebtedness of the Issuer is not paid when due (*vencida, líquida y exigible*) or (as the case may be) within any originally applicable grace period;
 - (ii) any such Indebtedness becomes due and payable (*vencida, líquida y exigible*) prior to its stated maturity otherwise than at the option of the Issuer or (provided that no event of default, howsoever described, has occurred) any Person entitled to such Indebtedness;

provided that the aggregate amount of the Indebtedness, guarantees or indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred, individually or in the aggregate equals or exceeds EUR 5,000,000 (or its equivalent in any other currency or currencies); or

- (d) *Enforcement proceedings*: a distress, attachment, execution, or other legal process is levied, enforced or sued out, on or against all or a material part of the property, assets or revenues of the Issuer and is not discharged or stayed within 90 days provided that individually or in aggregate the amount of property, assets and/ or revenues involved

in any such distress, attachment, execution or legal process equals or exceeds EUR 10,000,000; or

- (e) *Security enforced*: a secured party takes possession, or a receiver, manager or other similar officer is appointed to the whole or a substantial part of the undertaking, assets and revenues of the Issuer in respect of an obligation the principal amount of which equals or exceeds EUR 10,000,000; or
- (f) *Winding up, etc.*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer (otherwise than for the purposes of or pursuant to an amalgamation, reorganization or restructuring whilst solvent, or as provided in Condition 8.8 (*Limitation on Structural Modification*)); or
- (g) *Failure to take action, etc.*: any action, condition or thing at any time required to be taken, fulfilled or done in order to (i) enable the Issuer lawfully to enter into, exercise their respective rights and perform and comply with their respective obligations under and in respect of the Notes (ii) ensure that those obligations are legal, valid, binding and enforceable and (iii) make the Notes admissible as evidence in the courts of the Kingdom of Spain; or
- (h) *Unlawfulness*: it is or will become unlawful for the Issuer to perform or comply with any of their obligations under or in respect of the Notes; or
- (i) *To be delisted*: if the Notes cease to be listed on any multilateral trading facility of the European Union,

then any Noteholder may, by notice in writing given to the Issuer by (i) the Commissioner acting upon a resolution of the Syndicate of Noteholders, in respect of all Notes, or (ii) unless there has been a resolution to the contrary by the Syndicate of Noteholders, any Noteholder in respect of such Note, declared the Notes immediately due and payable whereupon it shall become immediately due and payable at its principal amount, together with accrued interest, without further formality.

16. Prescription

Claims for principal and interest shall become void unless made within a period of 5 years (in the case of principal and interest) after the date on which the payment in question first becomes due.

17. Paying Agent

The financial service of the debt in relation to each issue of Notes will be carried out by Banca March, S.A. (the “**Paying Agent**”). In acting under the relevant agency agreement and in connection with the Notes, the Paying Agent acts solely as agent of the Issuer, and does not assume any obligations or relationship of agency or trust for or with any of the Noteholders.

The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor agent and additional or successor agents *provided, however, that* the Issuer shall at all times maintain (a) an agent, and (b) so long as the Notes are listed on a multilateral trading facility, secondary market, there will at all times be an Paying Agent

with a specified office in such place as may be required by the rules and regulations of the relevant multilateral trading facility or secondary market.

Notice of any change in the Paying Agent or in its specified offices shall promptly be given to the Noteholders.

18. Syndicate of Noteholders, Modification and Waiver

Each issuance of Notes shall foresee the incorporation of a Syndicate of Noteholders in accordance with the following terms:

- (a) *Syndicate of Noteholders*: Noteholders shall meet in accordance with certain regulations governing the Syndicate of Noteholders (the “**Regulations**”). The Regulations contain the rules governing the Syndicate of Noteholders and the rules governing its relationship with the Issuer.

Noteholders shall, by virtue of purchasing and/or holding Notes, be deemed to have agreed to: (i) the appointment of the relevant Commissioner; and (ii) become a member of the Syndicate of Noteholders.

The Commissioner appointed by the Syndicate of Noteholders of the first issue will also act as Commissioner for any other future issues under the Programme.

The Issuer may, with the consent of the Commissioner, but without the consent of the Noteholders, amend these Conditions to correct a manifest or proven error or to make amendments of a formal, minor or technical nature or to comply with mandatory provisions of law.

In addition to the above, the Issuer and the Noteholders, the latter by means of a resolution of the Syndicate of Noteholders, may agree to any modification, whether material or not, of these Conditions and any waiver of any breach or proposed breach of these Conditions.

For the purposes of these Conditions:

“**Commissioner**” means the *comisario* as this term is defined under the Spanish Corporations Law (*Ley de Sociedades de Capital*) of the Syndicate of Noteholders; and

“**Syndicate of Noteholders**” means the *sindicato* as this term is described under the Spanish Corporations law (*Ley de Sociedades de Capital*).

In accordance with article 425 of the Spanish Corporations law (*Ley de Sociedades de Capital*), the General Meeting shall approve the resolutions by an absolute majority of the votes issued.

As an exception, the amendment of the term or the reimbursement of the nominal value of the Notes shall be approved by two-thirds of the outstanding Notes.

- (b) *Notification to the Noteholders: Any modification, waiver or authorisation in accordance with this Condition 18 shall be binding for the Noteholders and shall be communicated by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 19 (Notices).*
- (c) The template text of the Regulations of each Syndicate of Noteholders to be incorporated under each relevant issue of Notes is as follows:

REGLAMENTO

A continuación se recoge el Reglamento del Sindicato de Bonistas de la Emisión de bonos de Tubacex, denominada “EMISIÓN DE BONOS UNSECURED TUBACEX, S.A. [introducir fecha concreta de la emisión]” (la “Emisión”).

En caso de discrepancia la versión española prevalecerá.

TÍTULO I

CONSTITUCIÓN, DENOMINACIÓN, OBJETO, DOMICILIO Y DURACIÓN DEL SINDICATO DE BONISTAS.

ARTÍCULO 1º. – CONSTITUCIÓN

Con sujeción a lo dispuesto en el Capítulo IV del Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital (la “Ley de Sociedades de Capital”), una vez se suscriban y desembolsen los Bonos, quedará constituido un sindicato de los titulares de los Bonos (los “Bonistas”) que integran la “EMISIÓN DE BONOS UNSECURED TUBACEX [introducir fecha concreta de la emisión] por importe de 150.000.000 EUR”.

Este Sindicato se registrará por el presente Reglamento, por la Ley de Sociedades de Capital, por las disposiciones de los estatutos sociales de Tubacex, S.A. (el

REGULATIONS

The Regulations that follow correspond to the Syndicate of Noteholders of the Notes that compose the “ISSUE OF UNSECURED NOTES OF TUBACEX, S.A. [insert the relevant issue date]” (the “Issue”).

In the case of discrepancy, the Spanish version shall prevail.

TITLE I

INCORPORATION, NAME, PURPOSE, ADDRESS AND DURATION OF THE SYNDICATE OF NOTEHOLDERS.

ARTICLE 1º. – INCORPORATION

In accordance with the provisions of Chapter IV of the Spanish Royal Legislative Decree 1/2010, of 2 July 2010, approving the Spanish Capital Companies Act (“Real Decreto Legislativo 1/2010, de 2 de julio, que aprueba el texto refundido de la Ley de Sociedades de Capital”) (the “Spanish Capital Companies Act”), once the Notes have been fully subscribed and paid-up, a Syndicate of the owners of the Notes (hereinafter, the “Noteholders”) shall be constituted to include the “EUR 150,000,000 Senior Unsecured Notes Programme Tubacex, [insert the relevant issue date]”.

This Syndicate shall be governed by these Regulations, by the Spanish Capital Companies Act, by the applicable provisions of the articles of association of Tubacex, S.A.

“Emisor”) y demás disposiciones legales vigentes que le sean aplicables.

(the “Issuer”), and other applicable legislation that may result applicable.

ARTÍCULO 2º. – DENOMINACIÓN

ARTICLE 2º. – NAME

El Sindicato se denominará “SINDICATO DE BONISTAS DE LA EMISIÓN DE BONOS UNSECURED DE TUBACEX, S.A.”.

The Syndicate shall be named “SYNDICATE OF NOTEHOLDERS OF THE ISSUE OF UNSECURED NOTES OF TUBACEX, S.A.”.

ARTÍCULO 3º. – OBJETO

ARTICLE 3º. – PURPOSE

El Sindicato tendrá por objeto la representación y defensa de los legítimos intereses de los Bonistas frente al Emisor mediante el ejercicio de los derechos que le reconocen las leyes por las que se rigen y el presente Reglamento, para ejercerlos y conservarlos de forma colectiva, y bajo la representación que se determina en las presentes normas.

This Syndicate is formed for the purpose of representing and protecting the lawful interests of the Noteholders before the Issuer, by means of exercising the rights granted by the applicable laws and the present Regulations, to exercise and preserve them in a collective way and under the representation determined by these Regulations.

ARTÍCULO 4º. – DOMICILIO

ARTICLE 4. – ADDRESS

El domicilio del Sindicato se fija en [].

The address of the Noteholders Syndicate shall be located at [].

La Asamblea General de Bonistas podrá, sin embargo, reunirse, cuando se considere oportuno, en otro lugar de la ciudad de Madrid, expresándose así en la convocatoria.

However, the Noteholders General Meeting is also authorised to convene, when considered appropriate, in any other place in Madrid that is specified in the meeting announcement.

ARTÍCULO 5º. – DURACIÓN

ARTICLE 5º. – DURATION

El Sindicato estará en vigor hasta que los Bonistas se hayan reintegrado de cuantos derechos derivados de los Bonos por principal, intereses o cualquier otro concepto les correspondan, o se hubiese procedido a la amortización de la totalidad de los Bonos de acuerdo con sus términos y condiciones.

This Syndicate shall be in force until the Noteholders have been reimbursed for any rights deriving from the Notes they may hold for the principal, interest or any other concept, or until the amortization of all the Notes takes place according to the applicable terms and conditions.

TÍTULO II

TITLE II

RÉGIMEN DEL SINDICATO

SYNDICATE’S REGIME

ARTÍCULO 6º. – ÓRGANOS DEL SINDICATO

El gobierno del Sindicato corresponderá:

- (a) *A la Asamblea General de Bonistas (la “Asamblea General”).*
- (b) *Al Comisario de la Asamblea General de Bonistas (el “Comisario”).*

ARTÍCULO 7º. – NATURALEZA JURÍDICA

La Asamblea General, debidamente convocada y constituida, es el órgano de expresión de la voluntad de los Bonistas, con sujeción al presente Reglamento, y sus acuerdos vinculan a todos los Bonistas en la forma establecida por las Leyes.

ARTÍCULO 8º. – LEGITIMACIÓN PARA CONVOCATORIA

La Asamblea General será convocada por el Administrador o Administradores del Emisor o por el Comisario, siempre que cualquiera de ellos lo estime conveniente.

Sin perjuicio de lo anterior, el Comisario deberá convocarla cuando lo soliciten por escrito de forma fehaciente, y expresando el objeto de la convocatoria y los puntos del orden del día, los Bonistas que representen, por lo menos, (i) la vigésima parte del importe total de la Emisión que no esté amortizada o (ii) el mínimo que legalmente se establezca. En este caso, la Asamblea General deberá convocarse para ser celebrada dentro de los cuarenta y cinco (45) días siguientes a aquél en que el Comisario hubiere recibido la solicitud válida al efecto.

ARTICLE 6º. – SYNDICATE MANAGEMENT BODIES

The Management bodies of the Syndicate are:

- (a) *The General Meeting of Noteholders (the “General Meeting”).*
- (b) *The Commissioner of the General Meeting of Noteholders (the “Commissioner”).*

ARTICLE 7º. – LEGAL NATURE

The General Meeting, duly called and constituted, is the body that expresses the will of the Noteholders, subject to the provisions of these Regulations, and its resolutions are binding for all Noteholders as established by Law.

ARTICLE 8º. – CONVENING MEETINGS

The General Meeting shall be convened by the Sole Director or Directors of the Issuer or by the Commissioner, whenever they may deem it convenient.

Notwithstanding the above, the Commissioner shall convene a General Meeting when Noteholders holding at least (i) one-twentieth of the entire non-amortised amount of the Issue, or (ii) the minimum established by law. In such case, the General Meeting shall be held within forty five (45) days following the receipt by the Commissioner of a valid written notice for this purpose.

ARTÍCULO 9º. – FORMA DE CONVOCATORIA

La convocatoria de la Asamblea General se hará, por lo menos (i) quince (15) días antes de la fecha fijada para su celebración, o (ii) con el plazo mínimo que legalmente se establezca mediante (a) anuncio en la página web del Emisor y hecho relevante en MARF, o (b) anuncio que se publicará en el “Boletín Oficial del Registro Mercantil” y, si se estima conveniente, en uno o más periódicos de mayor difusión nacional o internacional o (c) notificación a los Bonistas de conformidad con los términos y condiciones de los Bonos.

El plazo se computará a partir de la fecha de la publicación del anuncio o de la fecha en que hubiere sido remitido el anuncio al último obligacionista, según cual fuere la forma de la convocatoria. No se computarán en el plazo ni el día de la publicación del anuncio o de remisión de la convocatoria ni el de la celebración de la asamblea de obligacionistas.

En todo caso, se expresará en el anuncio el nombre de la sociedad y la denominación del Sindicato, el lugar y la fecha de reunión, tanto en primera como en segunda convocatoria debiendo mediar entre ambas, al menos, 24 horas, los asuntos que hayan de tratarse y la forma de acreditar la titularidad de los Bonos para tener derecho de asistencia a la Asamblea General.

No obstante, la Asamblea General se entenderá convocada y válidamente constituida para tratar de cualquier asunto de la competencia del Sindicato, siempre que estén presente debidamente representados los Bonistas titulares de todos los Bonos en circulación y los asistentes acepten por unanimidad la celebración de la Asamblea y el orden del día.

ARTÍCULO 10º. – DERECHO DE ASISTENCIA

ARTICLE 9º. – PROCEDURE FOR CONVENING MEETINGS

The General Meeting shall be announced at least (i) fifteen (15) days before the date set for the meeting, or (ii) within the term established by law by (a) notice published in the webpage of the Issuer and relevant fact in MARF, or (b) notice published in the Official Gazette of the Mercantile Registry and, if appropriate, in one or more newspapers of significant national or international circulation, or (c) notice to the Noteholders in accordance with the terms and conditions of the Notes.

The term shall count from the date on which the notice is published or from the date on which the notice is communicated to the last Noteholder, as applicable. The term shall not include the day on which the notice is published or communicated, nor the day on which the General Meeting takes place.

In any case, the notice shall contain the name of the company and the Syndicate, the place and date of the meeting, at both first and second calls, with at least a 24-hour period between one call and the other, the matters to be discussed and the way in which the ownership of the Notes shall be credited in order to have the right to attend the General Meeting.

However, the General Meeting shall be deemed validly constituted to transact any business within the remit of the Syndicate if Noteholders representing all of the outstanding Notes are present or duly represented, and provided that they unanimously approve the holding of such meeting and the agenda.

ARTICLE 10º. – RIGHT TO ATTEND MEETINGS

Tendrán derecho de asistencia a la Asamblea General los Bonistas que lo sean, con cinco (5) días de antelación, por lo menos, a aquél en que haya de celebrarse la reunión.

El Administrador o Administradores del Emisor, el Comisario y el Agente de Pagos (Paying Agent) de la Emisión tendrán derecho de asistencia a la Asamblea General aunque no hubieren sido convocados.

ARTÍCULO 11º. – DERECHO DE REPRESENTACIÓN

Todo Bonista que tenga derecho de asistencia a la Asamblea General podrá hacerse representar por medio otro obligacionista. Además, todo Bonista con derecho a asistencia podrá, en su caso de no poder delegar su representación en otro bonista, hacerse representar por el Comisario, aunque en ningún caso podrá hacerse representar por los administradores de la Sociedad, aunque sean obligacionistas. La representación deberá conferirse por escrito y con carácter especial para cada Asamblea General.

ARTÍCULO 12º. – ADOPCIÓN DE ACUERDOS

La Asamblea General adoptará los acuerdos por mayoría absoluta de los votos emitidos.

Por excepción, las modificaciones del plazo o de las condiciones del reembolso del valor nominal de los Bonos requerirán el voto favorable de las dos terceras partes de las Bonos en circulación. Si no se lograra esa mayoría, podrá ser nuevamente convocada la Asamblea General, de acuerdo con lo establecido en la Ley de Sociedades de Capital.

ARTÍCULO 13º. – DERECHO DE VOTO

En las reuniones de la Asamblea General se conferirá derecho a un voto por cada importe nominal de Bonos igual a 100.000

Noteholders who have been so at least five (5) days prior to the date on which the meeting is scheduled, shall have the right to attend the meeting.

The Sole Director or the Directors of the Issuer, the Commissioner, and the Paying Agent under the Issue shall have the right to attend the meeting even if they have not been requested to attend.

ARTICLE 11º. – RIGHT TO BE REPRESENTED

All Noteholders having the right to attend the meetings also have the right to be represented by another Noteholder. Furthermore, every Noteholder may, in case it cannot delegate its representation in another noteholder, be represented by the Commissioner, but under no circumstances shall be represented by the directors of the company, even if they are Noteholders. Appointment of a proxy must be issued in writing for each individual meeting.

ARTICLE 12º. – APPROVAL OF RESOLUTIONS

The General Meeting shall approve the resolutions by an absolute majority of the votes issued.

As an exception, the amendment of the term or the reimbursement of the nominal value of the Notes shall be approved by two-thirds of the outstanding Notes. If such majority is not obtained, an additional General Meeting can be conveyed in accordance with the terms of the Spanish Capital Companies Act.

ARTICLE 13º. – VOTING RIGHTS

At General Meetings, one vote shall be conferred to each nominal amount of Notes equivalent to EUR/USD 100,000, or to the

EUR/USD, o el valor nominal no amortizado presente o representado. En todo caso, si así se previera en la correspondiente convocatoria de la Asamblea de Bonistas, el voto podrá ejercitarse a través de medios de comunicación a distancia, incluyendo la correspondencia postal o por medios telemáticos siempre que (a) se garantice debidamente la identidad del Bonista que ejerce el derecho de voto y (b) éste quede registrado en algún tipo de soporte.

ARTÍCULO 14°. - PRESIDENCIA DE LA ASAMBLEA GENERAL

La Asamblea General estará presidida por el Comisario, o la persona que éste designe legalmente quien dirigirá los debates, dará por terminadas las discusiones cuando lo estime conveniente y dispondrá que los asuntos sean sometidos a votación. No obstante, si el Comisario, por causas ajenas a su voluntad, no pudiera asistir a la Asamblea General, ésta podrá designar a la persona encargada de la presidencia. Asimismo, los asistentes podrán designar, en su caso, a una persona que actuará como secretario de la Asamblea.

ARTÍCULO 15°. – LISTA DE ASISTENCIA

El Comisario formará, antes de entrar a discutir el orden del día, la lista de los asistentes, expresando el carácter y representación de cada uno y el saldo vivo de los Bonos propios o ajenos con que concurren.

ARTÍCULO 16°. – FACULTADES DE LA ASAMBLEA GENERAL

La Asamblea General podrá acordar lo necesario para la mejor defensa de los legítimos intereses de los mismos frente al Emisor; modificar, de acuerdo con el Emisor, los términos y condiciones de los

outstanding nominal value present or represented. In any case, if indicated in the announcement of the General Meeting of Noteholders, the vote may be conducted by means of remote communication, including ordinary post or telematic means, as long as (a) the identity of the Noteholder exercising this voting right is duly verified, and (b) it is recorded by some means of support.

ARTICLE 14°. - CHAIRMAN OF THE GENERAL MEETING

The Commissioner, or the person legally appointed by it, shall serve as chairman of the General Meeting and shall chair the discussions. He/she shall have the right to bring the discussions to an end when considered appropriate and shall arrange for matters to be put to the vote. Notwithstanding, if the Commissioner, for reasons not attributable to it, is not able to attend the General Meeting, the General Meeting may designate the person that should act as chairman. Furthermore, given the case, the attendants shall appoint a person to act as secretary of the General Meeting.

ARTICLE 15°. – ATTENDANCE LIST

Before addressing the agenda items, the Commissioner shall prepare the attendance list, stating the nature and representation of each of the Noteholders present and the outstanding amount under the Notes both directly owned and/or represented at the meeting.

ARTICLE 16°. – POWER OF THE GENERAL MEETING

The General Meeting may pass resolutions necessary to i) defend the lawful interests of Noteholders before the Issuer; ii) modify, in accordance with the Issuer, the terms and conditions of the Notes, being those

Bonos, pudiendo ser dichas modificaciones esenciales o no esenciales; destituir o nombrar Comisario; ejercer, cuando proceda, las acciones judiciales correspondientes y aprobar los gastos ocasionados por la defensa de los intereses de los Bonistas.

ARTÍCULO 17º. – IMPUGNACIÓN DE LOS ACUERDOS

Los acuerdos de la Asamblea General podrán ser impugnados por los Bonistas conforme a lo dispuesto en la Ley de Sociedades de Capital para la impugnación de acuerdos sociales.

ARTÍCULO 18º. – ACTAS

El acta de la sesión podrá ser aprobada por la propia Asamblea General, acto seguido de haberse celebrado ésta, o, en su defecto, y dentro del plazo de quince (15) días, por el Comisario y al menos un Bonista designado al efecto por la Asamblea General.

ARTÍCULO 19º. – CERTIFICACIONES

Las certificaciones de las actas de los acuerdos de la Asamblea General serán expedidas por el Comisario.

ARTÍCULO 20º. – EJERCICIO INDIVIDUAL DE ACCIONES

Los Bonistas sólo podrán ejercitar individualmente las acciones judiciales o extrajudiciales que corresponda cuando no contradigan los acuerdos adoptados previamente por el Sindicato, dentro de su competencia, y sean compatibles con las facultades que al mismo se hubiesen conferido.

modifications essential or non-essential; iii) dismiss or appoint the Commissioner; iv) exercise, when appropriate, the corresponding legal claims and to approve the expenses incurred in the defence of the Noteholders' interests.

ARTICLE 17º. – CHALLENGE OF RESOLUTIONS

The resolutions of the General Meeting may be challenged by the Noteholders in accordance with provisions of the Spanish Capital Companies Act regarding the challenge of corporate resolutions.

ARTICLE 18º. – MINUTES

The minutes of the meeting shall be approved by the General Meeting, after the meeting has been held or, alternatively, within a period of fifteen (15) days by the Commissioner and at least one Noteholder appointed for such purpose by the General Meeting.

ARTICLE 19º. – CERTIFICATES

The certificates of the minutes of the resolutions of the General Meeting shall be issued by the Commissioner.

ARTICLE 20º. – INDIVIDUAL EXERCISE OF CLAIMS

The Noteholders will only be entitled to individually exercise judicial or extra judicial claims if such claims do not contradict the resolutions previously adopted by the Syndicate, within its powers, and if compatible with the faculties conferred upon the Syndicate.

TITULO III

TITLE III

DEL COMISARIO

ARTÍCULO 21º. – NATURALEZA JURÍDICA DEL COMISARIO

Incumbe al Comisario ostentar la representación legal del Sindicato y actuar de órgano de relación entre éste y el Emisor, de acuerdo con lo establecido en la ley.

ARTÍCULO 22º. – NOMBRAMIENTO Y DURACIÓN DEL CARGO

El Emisor designa a Bondholders, S.L. como Comisario, sin perjuicio de que la Asamblea General pueda destituir al Comisario designado y nombrar a otra persona si lo considera oportuno. La retribución del Comisario será fijada por el Emisor.

ARTÍCULO 23º. – FACULTADES

Serán facultades del Comisario:

1º Tutelar los intereses comunes de los Bonistas.

2º Convocar y presidir, en su caso, las Asambleas Generales.

3º Informar a la Sociedad Emisora de los acuerdos del Sindicato.

4º Vigilar el pago de los intereses y del principal.

5º Llevar a cabo todas las actuaciones que estén previstas realice o pueda llevar a cabo el Comisario de acuerdo con los términos y condiciones de los Bonos.

6º Ejecutar los acuerdos de la Asamblea General.

7º Ejercitar las acciones que correspondan contra el Emisor, los administradores o liquidadores.

THE COMMISSIONER

ARTICLE 21º. – NATURE OF THE COMMISSIONER

The Commissioner shall bear the legal representation of the Syndicate and shall serve as provided on the Law as the liaison between the Syndicate and the Issuer.

ARTICLE 22º. – APPOINTMENT AND DURATION OF THE OFFICE

Notwithstanding the appointment of Bondholders, S.L. as Commissioner by the Issuer, the General Meeting shall remove the appointed Commissioner and appoint other person if it deems necessary. The remuneration of the Commissioner shall be established by the Issuer.

ARTICLE 23º. – POWERS

The Commissioner shall have the following powers:

1º To protect the common interest of the Noteholders.

2º. To convene and act as chairman of the General Meeting, if applicable.

3º. To inform the Issuer of the resolutions passed by the Syndicate.

4º. To control the payment of the principal and the interest.

5º. To carry out all those actions provided for under the terms and conditions of the Notes or which may be carried out by the Commissioner.

6º. To implement the resolutions of the General Meeting.

7º. To exercise claims against the Issuer, the directors or liquidators.

8º Aceptar, en nombre y representación de los Bonistas, cualesquiera garantías, incluyendo garantías reales, otorgadas a favor de los mismos y firmar cualesquiera otros documentos públicos o privados relacionados con dichas garantías que sea necesarios para su buen fin.

9º En general, las que le confiere la Ley y el presente Reglamento.

8º. To accept, on behalf of the Noteholders, any guarantees, including any security, granted in their favour and sign any other documents, public or private, related to such guarantees that may be necessary.

9.º In general, the powers granted to the position by Law and the present Regulations.

19. Guarantees of the Issue

All Notes issued under the Programme will be backed by the total assets of the Issuer, without any additional security interest from the Issuer or personal guarantees from third parties.

For credit priority purposes, in the event of insolvency of the Issuer, Noteholders will be placed behind the Issuer's privileged creditors, in accordance with the classification and order of priority of credits established by the Insolvency Law.

20. Notices

- (a) *Notice to Noteholders:* So long as the Notes are admitted (*incorporadas*) on the MARF, notices to the Noteholders will be published in MARF website (www.bolsasymercados.es). Any such notice will be deemed to have been given on the date of the first publication. In addition, so long as the Notes are represented by book-entries in Iberclear, all notices to Noteholders shall be made through Iberclear for transmission to their respective accountholders.
- (b) *Notice of a General Meeting of the Syndicate of Noteholders:* Notice of a general meeting of the Syndicate of Noteholders must be given in accordance with the Regulations.
- (c) *Notice to Commissioner:* Copies of any notice given to any Noteholders will be also given to the Commissioner of the Syndicate of Noteholders.

21. Governing Law and Jurisdiction

- (a) *Governing law:* The Notes and any non-contractual obligations arising from or in connection with the Notes are governed by Spanish law.
- (b) *Spanish courts:* The courts and tribunals of the city of Bilbao have exclusive jurisdiction to settle any disputes (a “**Dispute**”) arising from or in connection with the Notes (including a dispute regarding any non-contractual obligation arising from or in connection with the Notes).
- (c) *Appropriate forum:* The Issuer agrees that the courts of the city of Bilbao are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

IX. ADMISSION OF THE SECURITIES

1. Request for admission of the securities to the Alternative Fixed Income Market. Deadline for admission to trading

Admission (*incorporación*) will be requested for the securities to be issued under the Programme described in this Information Memorandum on the Multilateral Trading Facility known as the Alternative Fixed Income Market (*Mercado Alternativo de Renta Fija* or “**MARF**”). Said listing will take place within thirty (30) days of the Closing Date and always during the validity period of the Programme. In the event of failure to meet such deadline, the reasons for the delay will be communicated to MARF and will be made public through a regulatory announcement (*otra información relevante*).

The MARF adopts the legal structure of a multilateral trading facility (MTF), under the terms provided for in Article 68 of the Securities Market Act constituting an alternative, unofficial, market for the trading of fixed-income securities.

Tubacex has requested admission (*incorporación*) of the Programme to the MARF for the following reasons: i) to diversify sources of external financing through access to capital markets, ii) to raise funds to strengthen the financial ability of the Issuer to obtain financing at longer maturities, and iii) to benefit from the flexibility of multilateral trading facilities with lower costs.

Neither MARF, the National Securities Market Commission (CNMV), nor the Placement Entities have approved, verified, or tested the contents of the Information Memorandum, the financial statements of the Issuer, or the risk of the issuance. The intervention of the MARF does not imply a statement, acknowledgement or confirmation about the completeness, understanding and consistency of the information included in the documentation contributed by the Issuer.

It is recommended that the investor fully and carefully read the Information Memorandum presented prior to making any investment decision.

The Issuer expressly states that it knows and is aware of the requirements and conditions necessary for the admission and exclusion of securities on the MARF under current legislation, and the requirements of its governing bodies, and it expressly agrees to comply therewith.

The Issuer expressly states that it has met the requirements for the registration and settlement of transactions in Iberclear. Operation settlements will be made through Iberclear.

2. Cost of all legal, financial, and audit services and other costs to the Issuer regarding the registration of the Programme

Registration of the Programme on the MARF costs amount to an approximate total of SEVENTY THOUSAND EUROS (EUR 70,000).

X. THIRD PARTY INFORMATION, STATEMENT BY EXPERTS AND DECLARATIONS OF INTEREST

No statement or report attributed to a person as an expert is included in the Information Memorandum. No statement or report attributed to a third party is included in the Information Memorandum.

XI. REFERENCES

Tubacex declares that the following documents (or copies thereof) can be inspected, if necessary, during the valid period of the Information Memorandum:

- (a) The Bylaws of the Issuer are available at the Mercantile Registry of Álava, Basque Country (Spain).
- (b) The financial statements related to the years ended on December 31, 2023 and December 31, 2022.
- (c) All reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request, which are included or referred to in the Information Memorandum.
- (d) The historical financial information of the Issuer for each of the two financial years preceding the publication of the Information Memorandum are available at the Mercantile Registry of Álava, Basque Country (Spain).

In Llodio, on July 23, 2024

As the person responsible for the Information Memorandum

Signed: Mr. Jesús Esmorís Esmorís
as representative of Tubacex, S.A

**ANNEX 1
FINAL TERMS**

[DENOMINATION OF THE ISSUE]

[TOTAL VOLUME OF THE ISSUE]

Issued under the Information Memorandum (“*Documento Base Informativo de Incorporación*”) registered with MARF on [●].

These Final Terms (the “**Final Terms**”) are complemented with the Documento Base Informativo de Incorporación registered with the Alternative Fixed-Income Market (“**MARF**”) on [●] and available on the webpage of MARF (www.bolsasymercados.es), and should be read in any case jointly with such document.

The securities described in these Final Terms are issued by Tubacex, S.A. with registered office at calle Tres Cruces, 8, Llodio (Álava) (the “**Issuer**”).

The Notes issued under these Final Terms are within the maximum nominal amount of the Programme (EUR XXXXXX).

Mr. [●], in the name and on behalf of the Issuer, acting as [●], is responsible for the entire contents of this Final Terms.

1. DESCRIPTION, CLASS AND CHARACTERISTICS OF THE NOTES ISSUED

A. MAIN CHARACTERISTICS

1. Nature and denomination of the Notes:

- Denomination of the issue: [●]
- ISIN code: [●]
- [If the issue is fungible with another previous issue, state so here]

2. Currency of the issue: Euro (€)

3. Nominal and effective amount of the issue:

- Number of Notes: [●]
- Nominal Amount: [●]
- Effective Amount: [●]

4. Nominal and effective amount of the Notes:

- Unitary nominal amount: 100,000
- Unitary Effective amount: [●]
- Issue Price: [●]%

5. Issue Date: [●]
6. Disbursement Date: [●]
7. Interest rate: [Fixed / Variable]
8. Maturity Date: [●]
9. Options of early amortization:
 - For the Issuer: [yes / no]
 - For the investor: [yes / no]
10. Admission to listing of the securities: [MARF / other markets to be stated here]
11. Representation of the securities: [account entries managed by Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. (IBERCLEAR), located at Plaza de la Lealtad nº 1, Madrid/ Others]

B. INTEREST RATE AND AMORTIZATION

12. Fixed / Variable interest rate: [●]% / EURIBOR + [●]%
 - [Floor / Cap] if applicable
 - Date of commencement of accrual of interest: [●]
 - Interest payment dates: [●]
 - Irregular period / amount: [●]
 - Base Calculation: [●]
 - Day Count Fraction: [Actual/Actual ICMA basis unadjusted standard / Actual/360 ICMA]
 - Additional Information if EURIBOR is not available: [●]
 - Interest Determination Date: [●] (*only in case of Variable Interest Rate*)
 - Relevant Financial Centre: [●] (*only in case of Variable Interest Rate*)
13. Amortization of the notes:
 - Maturity Date: [●]
 - Amortization Price: [●]
 - [Bullet/Amortizing]
 - Early amortization by the Issuer: [Yes]

C. OPERATIONAL INFORMATION

14. Placement Entity / Entities: [●]

15. Paying Agent: [●]

16. Relevant Calendar: [●]

D. ADDITIONAL INFORMATION

17. Representation of the noteholders: [●]

18. Placement Method: [●]

2. ISSUE AGREEMENTS OF THE SECURITIES AND ON THE CONSTITUTION OF THE SYNDICATE OF NOTEHOLDERS

Pursuant to the *Documento Base Informativo de Incorporación* under which this issue of notes is made and according to the rules and Regulations established therein in relation to the constitution of the Syndicate of Noteholders, for this issue of notes a Syndicate of Noteholders has been constituted, called “[●]”.

[●] and through the signing of these Final Terms, accepts his appointment as Commissioner of the Syndicate of Noteholders, having the powers attributed to him in the Regulations included in the Documento Base Informativo de Incorporación.

3. AGREEMENTS ON ISSUANCES AND ADMISSION TO TRADING

The admission to trading will be requested of the notes described in these “Final Terms” on [MARF / other markets to be stated here] and their listing is ensured within a period of less than 30 days as from the date of disbursement and within the validity period of the Programme.

These Final Terms include the information necessary for the admission to listing of the securities on the market[s] mentioned above.

Settlement will take place through Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U., (IBERCLEAR)/ other depositaries to be stated here.

Signing on behalf of the Issuer; Mr. [NAME AND SURNAMES], acting as [POSITION], by virtue of the [TYPE OF EMPOWERMENT AND DATE THIS WAS GRANTED] and in the name and on behalf of the Issuer, with address at [●].

ANNEX 2

2023 AND 2023 INDIVIDUAL AND CONSOLIDATED ANNUAL ACCOUNTS

- 2023 Consolidated Annual Accounts:
<https://www.tubacex.com/wp-content/uploads/2024/05/Informe-CCAA-Tubacex-SA-y-sociudades-dependientes-2023-EINF.pdf>
- 2022 Consolidated Annual Accounts:
<https://www.tubacex.com/wp-content/uploads/2023/04/Cuentas-anuales-consolidadas-2022.pdf>
- 2023 Individual Annual Accounts
<https://www.tubacex.com/wp-content/uploads/2024/05/Cuentas-anuales-TUBACEX-S.A.pdf>
- 2022 Individual Annual Accounts
<https://www.tubacex.com/wp-content/uploads/2023/04/Cuentas-anuales-individuales-2022.pdf>

ISSUER

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Calle Tres Cruces, 8

Llodio – Álava

PAYING AGENT

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07002 Palma de Mallorca

ARRANGERS AND PLACEMENT ENTITIES

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07002 Palma de Mallorca

Norbolsa Sociedad de Valores, S.A.

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48009 Bilbao (Bizkaia)

Banco de Sabadell, S.A.

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REGISTERED ADVISOR

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Avenida Alejandro Rosselló, 8

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LEGAL ADVISOR OF THE ISSUER

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Alameda Mazarredo nº 5

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COMMISSIONER

BONDHOLDERS, S.L.

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