FINANCING CONTRACT

ON THE ONE HAND

URBANITAE REAL ESTATE PLATFORM, S.L. , a Spanish company, with NIF B-88.393.962 and registered office at Calle Castelló, 23, first floor, 28001, Madrid, (hereinafter, the "**Platform**");

ON THE OTHER HAND

The user registered on the Platform's website, as an investor (hereinafter, the "**Investor**");

ON THE OTHER HAND

SOCIEDAD COOPERATIVA MADRILEÑA ONIX, domiciled at **3 Getafe Street, 28912 Leganés (Madrid).** It has N.I.F. number F-26868935 and is registered in the Register of Cooperative Societies of the Cooperative Registry of the Community of Madrid, Volume 79, registration sheet 6543, under entry number 1, with registration number 28/CM-6543, since April 17, 2026. Their representation and powers arise from the power of attorney granted by the cooperative by deed granted in Madrid on February 27, 2026, before the notary of Madrid, Mr. Luis Enrique García Labajo, and under number 627 of its protocol.

Together, the Platform, the Investor, and SOCIEDAD COOPERATIVA MADRILEÑA ONIX shall be referred to as the "**Parties**."

The Parties acknowledge sufficient legal capacity to enter into this financing contract (the "**Contract**"), as well as the specific conditions established in **Annex I** of this Contract (the "**Specific Conditions**") and, for this purpose,

EXHIBIT

I. That the Platform, which is authorized as a provider of crowdfunding services by the National Securities Market Commission, file number 2023045268 and authorized under license number 4, is a company that connects a limited number of users, called investors (individuals or legal entities), who offer financing in exchange for a monetary return, with users who request financing in their own name to allocate it to a real estate crowdfunding project, called developers.

II. That the Platform is a "*crowdfunding platform*" as defined in Article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European providers of crowdfunding services for businesses and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937 (the "**Regulation (EU) 2020/1503**").

III. That **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** is a housing cooperative society whose corporate purpose is, among others, "Real Estate Promotion" (CNAE 4110).

IV. That the Platform has presented to registered users on its website a project under which the Investor, together with other investors (collectively referred to as the "**Investors**"), may grant financing to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** for the development of a real estate project in Madrid, consisting of the residential development of 13 homes, based on a forecast of specific economic and temporal conditions (the "Project").

V. That the Investor has expressed to the Platform its interest in participating in the Project by granting financing to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** in the form of a loan in order to finance the proper development and execution of the Project (the "**Loan Contract**", the "**Loan**" and jointly, together with those corresponding to the other Investors, the "**Loans**"), resulting in a potential return for the Investor through payment of interest and amortization of the Loan, for which the Investor hereby grants the Platform a mandate to act on its behalf and representation under the terms set forth below, without the Platform acting as Investor or Developer in relation to the Investor under any circumstances.

STIPULATIONS

0. PRE-CONTRACTUAL REFLECTION PERIOD

As stated in Article 22 of Regulation (EU) 2020/1503, the Investor, if considered a non-professional investor, will have

a period of four calendar days from the moment the investment offer or expression of interest is made in this project, during which they may revoke their investment offer or expression of interest in the crowdfunding offer at any time, without needing to justify their decision and without incurring any penalty.

To exercise this right, the Investor must send an email to contacto@urbanitae.com within a maximum of four calendar days from the date of their investment. In any case, Urbanitae reserves the right to close the project or to complete the initial investment target with new investors.

1. PURPOSE

The purpose of this Agreement is to regulate: (i) the terms and conditions applicable to the Loan granted by the Investor through the Platform in favor of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**; (ii) the relationships between the Parties as well as the relationships between Investors in their capacity as lenders of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**; (iii) the principles of conduct of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** in relation to the Project; and (iv) the rules to which the management of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** must adhere through its corresponding Administrative Bodies, as this term is defined below.

2. COMMITTED CONTRIBUTION

The Platform will publish on its website the total and aggregate amount necessary for the Loan, which will be allocated to the proper development and execution of the Project (the "**Financing Objective**"), so that it is publicized among potential investors. For the purposes of the Contract, the Investor's **Committed Contribution** shall be understood as the specific amount that the Investor authorizes and commits, through the Platform, to finance the Project, thus contributing to achieving the Financing Objective.

Once the Financing Objective has been reached within the established period for the Project and, in any case, once the pre-contractual reflection period referred to in the previous section has elapsed, the Investor will be informed that their contribution will be transferred to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** and to an account in its ownership as a Loan, which will in any case be governed by the terms and conditions established in this Contract.

To this end, the Investor, by signing the Contract, grants through the Platform an irrevocable mandate to it so that, on its behalf and representation, once the Financing Objective is reached, the following actions may be carried out:

(i) the corresponding transfer in favor of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** as a Loan for the amount of the Committed Contribution, once the Committed Guarantees are constituted, which will take place in the order of disposition to be agreed upon by the Parties;

(ii) the formalization, in the name and on behalf of the Investor, of the loan contract to be signed with **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**, which will be formalized in a private document, as well as the administration of collections and payments arising from said loan contract, under the conditions and amount determined by the Investor through the Platform, and the performance of all intermediation functions necessary for these purposes;

(iii) the granting of all public and private documents necessary, convenient, or appropriate for the purposes of (i) the correct granting, execution, and documentation of the Loan, as well as (ii) to execute and make use of the Committed Guarantees – as defined below – in case of default by **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** of its payment obligations under this Agreement (including (a) the possible assignment by Investors of its contractual position in the Loan contract in favor of a third party previously determined by the Platform, or (b) the Platform's intervention on its own behalf and on behalf of the Investors, to carry out or commission a third party to carry out any action related to the claim for any payment, or the creation or enforcement of any collateral for the Loan). In this regard, the Investor undertakes to provide the documentation that may be required by the Platform for these purposes; and

(iv) granting all powers necessary in favor of third parties that are convenient for (i) the correct granting, execution, management, and documentation related to the Loan, as well as (ii) to execute and make use of the Committed Guarantees, under the terms indicated in the previous paragraph.

The Financing Objective will be provided to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** and will be used exclusively to finance the Project, as well as to cover the expenses provided for in this Contract, in accordance with the particularities described in the Project published by the Platform on its website.

3. APPOINTMENT OF THE MANAGEMENT BODY

The administrative body **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** will take the form of a **Governing Council**, a position held by **María Isabel Monroy Cuello, Alfredo Manuel Hernández Paniagua, and María Fernanda Palacios Mijas**.

The aforementioned management bodies shall be individually referred to as the "**Management Body**."

4. SPENDING POLICY

Charged to the Financing Objective, the Investor authorizes **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** to proceed with the construction and marketing of the Promotion for the price and with the limitations described on the Platform's website.

of the Promotion for the price and with the limitations described on the Platform's website.

Likewise, the following expenses will be borne by **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** charged to the Financing Objective: notary, registry, and any other costs directly related to the formalization of the loan contract or constitution of the corresponding guarantees.

5. PROHIBITION OF DISTRIBUTIONS BY SOCIEDAD COOPERATIVA MADRILEÑA ONIX

SOCIEDAD COOPERATIVA MADRILEÑA ONIX undertakes not to make distributions to members during the term of the Project, nor to incur additional debt beyond that derived from the Loans as long as principal and interest on the Loans have not been amortized under the specific terms and conditions specified in this Contract, except in cases where the additional debt or financing aims to repay the Loan and Interest in favor of the Investors.

6. PRINCIPLES OF ACTION OF SOCIEDAD COOPERATIVA MADRILEÑA ONIX

SOCIEDAD COOPERATIVA MADRILEÑA ONIX undertakes towards Investors that the Financing Objective is exclusively used for the purpose provided in this Contract.

7. INVESTOR INFORMATION OBLIGATIONS

The Platform undertakes to provide the Investor with information regarding their investment through the Platform's website, without prejudice to any other disclosure obligations that must be fulfilled under applicable law.

Likewise, the Platform, among its obligations under Article 23.8 of Regulation (EU) 2020/1503, will immediately inform the Investor of any substantial change in the information transmitted to it in relation to the Project, provided both on the Platform's website and in this Contract.

For these purposes, a substantial change in information shall be understood as one that, without impacting the profitability of the Project, provided it does not harm its viability or cause an alteration to the detriment of the Investor, affects the control structure of the companies involved in it, even when such modification implies a change in the Financing Objective communicated to the Investor.

For these purposes, the Platform reserves the right to make any necessary structural changes to the Project on behalf of the Investor in order to optimize it, and must inform of any changes in the space created for each Project Investor on the Platform's website, providing a Project tracking document explaining how the operation will ultimately be structured.

8. OPERATING REGIME OF THE ADMINISTRATIVE BODY OF SOCIEDAD COOPERATIVA MADRILEÑA ONIX

The Parties agree that the Management Body of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX,** except with the prior consent of the Investors (as indicated in clause 17 "General Provisions"), may under no circumstances take any of the following actions: (i) approval of additional expenses charged to the Financing Objective other than those provided for in this Contract; (ii) acquisition of shares or equity interests not provided for in this Contract; (iii) adoption of any

agreements that could harm, hinder, or prevent the repayment of the Loans; and (v) adoption of any agreements that could harm, hinder, or prevent the proper execution of the Committed Guarantees in the event of non-compliance by **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** with the obligations contracted under this Contract, and in the contract documenting the Loans, if applicable.

9. STATEMENTS AND GUARANTEES REGARDING SOCIEDAD COOPERATIVA MADRILEÑA ONIX

SOCIEDAD COOPERATIVA MADRILEÑA ONIX is a Spanish nationality company, validly existing under Spanish law, constituted for an indefinite period by deed authorized by the Notary of Madrid, Mr. Luis Enrique García Labajo, on February 27, 2026, under number 627 of its protocol order, registered in the Register of Cooperatives of the Community of Madrid, assigned as registration number ARA-Z-1830, in the Cooperative Societies Registration Book, volume 17, page 1830, under entry number 1.

Additionally, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** declares that under no circumstances will expenses, costs, or damages arising from activities other than those provided for in Stipulation 4 be borne charged to the Financing Objective.

10. GRANTING OF LOAN IN FAVOR OF SOCIEDAD COOPERATIVA MADRILEÑA ONIX. GENERAL CONDITIONS

10.1. Loan

The Committed Contribution intended for granting the Loan in favor of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** will be governed by the terms and conditions established in this Contract and in the Specific Conditions attached to this document as **Annex I**.

The Loan granted by the Investor is considered a **financing product**, whose return depends exclusively on the ability of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**, as borrower, to promptly meet its obligation to amortize accrued interest and principal on the Loan.

For informational purposes only, it is expressly stated that the granting of the Loan by the Investor entails the assumption of a risk of (i) total or partial loss of the Committed Contribution; and (ii) failure to obtain the expected monetary return.

The Investor acknowledges that extraordinary circumstances not foreseen in the Project (by way of example only: falling prices in the real estate market, decreased demand, increased construction costs, delays in administrative deadlines for obtaining permits or licenses, etc.) may cause the monetary return to be obtained in the future to be delayed or less than its Committed Contribution, assuming the risk and fortune of executing the Project as lender.

The granting of the Loan will be formalized with **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** by the Investor, represented by the Platform in accordance with the irrevocable mandate granted in the previous Stipulation 2, in a private document.

10.2. Purpose and purpose of the Loan

SOCIEDAD COOPERATIVA MADRILEÑA ONIX undertakes to allocate the funds received from the Loan solely and exclusively as indicated in this Contract and, particularly, in accordance with the provisions of Stipulation 4 above.

The Loan will be understood to have been granted at the time the Loans are made available in favor of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**, once the Suspensive Condition has been fulfilled, and from that very moment **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** will be obliged to repay the amounts due as principal, to pay all interest, commissions, taxes, and expenses accrued, as well as to fulfill other commitments under its responsibility in accordance with the terms and conditions established in this Contract.

SOCIEDAD COOPERATIVA MADRILEÑA ONIX undertakes to adopt, within its corresponding corporate bodies, and as soon as possible after the granting of the Loans in its favor, all decisions and agreements relevant to fulfill the Financing Objective.

10.3. Accrual of interest. Interest period.

SOCIEDAD COOPERATIVA MADRILEÑA ONIX undertakes to pay interest on the Loan to the Investor at the interest

rate provided in the Specific Conditions.

The principal of the Loan pending repayment at any given time will accrue daily interest in favor of the Investor at the corresponding interest rate set forth in the Specific Conditions.

Interest will be considered accrued on the basis of a year of three hundred sixty (360) days and will be calculated for the days actually elapsed in the Interest Period—as defined thereafter—(for which purpose the initial day of the Interest Period will in any case be considered as effectively elapsed and the final day as not actually elapsed at all).

The duration of the Interest Period will coincide with the duration of the Loan, as specified in the Specific Conditions, and therefore there will be a single interest or settlement period, which will begin on the date the Loan is to be considered granted in accordance with the provisions of Stipulation 10.2 above.

The interest corresponding to the single Interest Period will become due on its due date, coinciding with the maturity of the Loan, and will be paid within a maximum period of ten days from its maturity. The Platform will distribute the amounts paid by **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** due to the Loan, paying the Investor the proportional portion that corresponds to them, net of tax withholdings if legally applicable.

10.4. Majority of Investors

Decisions under the Loan that correspond to the Investors will be made, unless expressly provided otherwise in the Loan, by the Majority of Investors, with any decision so made being binding on each and every one of them.

"Majority of Investors" shall be understood as the group of URBANITAE Investors whose participation in the Loan Amount pending amortization or repayment represents at any given time more than fifty percent (50%) of it.

For the above purposes, the Platform will inform Investors of the decisions to be submitted for its consideration, which will be understood as accepted by each Investor if they do not express their opposition in writing within 15 calendar days. Any decision submitted to the Investors based on the Loan will be understood to require the agreement of the Majority of Investors, unless otherwise indicated.

For informational purposes, the declaration of early maturity of the Loan or the novation of the Loan will be subject to the decision of the Majority of Investors. Notwithstanding the above, the decision regarding the execution of the guarantee(s) will correspond exclusively to the Platform, which will decide at its sole discretion on such execution for the proper management and safeguarding of the corresponding judicial process.

10.5. Mandatory ordinary depreciation

SOCIEDAD COOPERATIVA MADRILEÑA ONIX must fully amortize the Loan and repay all amounts owed to the Investor under this Contract upon the maturity of the Loan indicated in the Specific Conditions.

10.6. Voluntary early repayment

SOCIEDAD COOPERATIVA MADRILEÑA ONIX may repay the total amount of the Loan in advance, regardless of whether it coincides with the end of the Interest Period or not and after giving the Platform at least twenty (20) calendar days' notice. Early repayment will include, along with the main object of repayment, all interest accrued up to the date of the early repayment, which, if repaid before month 9, must in any case include the amount of interest accrued during that period. **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** will not pay any commission for early repayment.

10.7. Common rules

The obligation of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** to make payments to the Investor will be considered fulfilled when **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** has sufficient funds to cover its payment obligation in the virtual account that **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** holds on the Platform, and effectively does so.

SOCIEDAD COOPERATIVA MADRILEÑA ONIX is obliged to apply and settle withholdings on capital income that current tax legislation requires at any given time.

Payments arising from the Loan, including principal, interest, and expenses, will be made (i) either on the same

day the Loan matures or in accordance with the terms agreed in this Contract for its early repayment, or (ii) at the time they become due by the Investor as indicated in this Contract, by debiting said amounts to the account corresponding to the Platform, without the need for a prior payment request. **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** undertakes to have sufficient funds in said account to cover the aforementioned payments.

The amounts received by the Investor as payment will be allocated first to the reimbursement of expenses and taxes, secondly to late payment interest, thirdly to ordinary interest, and to any amount exceeding the principal outstanding payment.

10.8. Late payment interest

Any delays that may occur, both in the payment of the principal and in the interest and expenses charged to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**, will accrue daily in favor of the Investors the late payment interest indicated in the Particular Conditions, without the need for formal notice, from the day after the due or enforceability of the unpaid amount until full payment.

Late payment interest will be paid in a single installment, together with the payment of the interest owed or the principal of the Loan, as applicable, or, failing that, on the Loan maturity date or the declaration of early maturity of the Loan.

10.9. Joint and independent nature of each Investor's Loan

The contractual position assumed by each Investor towards **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** regarding their respective Loan is joint, and therefore the rights and obligations of the Investor are independent from the rest of the Investors, unless expressly established otherwise in this Contract and subject, where appropriate, to the majority regime established in the Loan Contract, binding any decision to be made to all Investors.

10.10. Obligations of SOCIEDAD COOPERATIVA MADRILEÑA ONIX

Regarding the Loan, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** undertakes to:

- Repay the principal of the Loan and make effective the other charges to them for any reason (ordinary interest, late payment interest, Platform fees, and expenses of any kind) on the dates and conditions agreed in the Specific Conditions.
- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** undertakes to provide the Platform with the information or documentation it requests regarding its financial situation, within a maximum period of fifteen (15) days from the date of the request and, specifically, to provide documentary proof that it is up to date with the payment of its respective tax obligations, Social Security, and its employees.
- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** undertakes to allocate the entire amount of the Loan to the purpose described in its Loan application and in this Contract.
- To carry out and provide its collaboration in all necessary actions aimed at obtaining, extending, or renewing any authorization required for the proper fulfillment of the obligations arising from this Contract.
- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** recognizes and authorizes the persons designated by the Platform to carry out all physical or documentary checks to verify the details described above, and to provide the requested supporting documents.

Unless expressly authorized by the Investors, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** undertakes not to (i) incur any additional debt beyond that derived from the Committed Investment that is not intended for the execution of the Promotion; (ii) not to grant loans or guarantees in favor of third parties; (iii) not to establish any type of guarantee, pledge, mortgage, or any other type of real charge or encumbrance of the same nature on its assets in favor of third-party creditors other than the Investors; (iv) not to participate directly or indirectly in other projects different from the Project; and (v) not to make distributions to its members.

However, and as an exception to the above, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** may exercise the powers identified in numeral (iii) of the previous paragraph, without express authorization from the Investors in the event that such actions are carried out in favor of potential buyers of the real estate units comprising the Promotion and in order to proceed with their effective transfer.

The information and authorization obligations for carrying out documentary controls provided in this clause for **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** shall also apply to any guarantor, pledger, or, in general, any

guarantor of the Loan.

10.11. Loan Guarantees

SOCIEDAD COOPERATIVA MADRILEÑA ONIX is responsible for the full and timely fulfillment of the obligations assumed under this Contract and the Loan Agreement (the "**Guaranteed Obligations**") with all its assets, present and future, as stated in Article 1,911 of the Civil Code regarding the universal patrimonial liability of the debtor.

Additionally, and without prejudice to the above, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** will grant the following Committed Guarantees, which will be granted in a single act with the signing of the Loan Contract, in order to ensure the full and timely fulfillment of the Guaranteed Obligations assumed by **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** under the terms set forth in this Contract:

- First-rank mortgage on the Property, with mortgage liability of **140%** of the principal debt amount. The mortgage must be registered and free of any encumbrances, including purchase options, termination conditions, or similar rights related to the Asset.
- First-rank control pledge without intervention of funds over the Borrower's bank accounts.
- Maintenance of the Guarantees throughout the life of the loan and inability to provide the same or better guarantees in favor of other creditors except for the pledge of VAT refund rights, a guarantee granted to the lender of the bank credit policy.
- Subordination of any additional Loan to the Senior Bridge Financing (except for the VAT Policy granted by the bank).

10.12. First Rank Real Estate Mortgage

SOCIEDAD COOPERATIVA MADRILEÑA ONIX, as a guarantee for the complete and timely fulfillment of its Guaranteed Obligations, undertakes to grant a real right of first rank real estate mortgage over the following registered property:

- Registered property number **12,078** of the Madrid Property Registry No. 44, corresponding to the plot located at Calle de Los Carmelitas, 1-3, Villaverde, 28021 Madrid (with Cadastral Reference: 1972510VK4617D0001RS).

  On which the Promotion will be executed under the terms described in the previous Exponent IV (the "Mortgage"). **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** declares that the aforementioned Property is free of encumbrances.

For the purposes of constituting and executing, where applicable, the guarantees indicated in point 10.11 and in this point 10.12 (the "**Committed Guarantees**"), the mandate contract attached as Annex III is entered into by the Investor in a single act and inseparable with this Contract, in favor of the corresponding Collateral Agent as this term is defined in said mandate contract.

For these purposes, without prejudice to the irrevocable mandate granted by the Investor in favor of the Platform under the previous Stipulation 2, the Investor undertakes to provide all public and private documents, of any kind, that are necessary, relevant, or convenient for the proper execution of both Committed Guarantees, all upon request from the Platform.

Finally, and in accordance with the provisions of this Contract, the Investor's contractual position in the Loan may be assigned to a third party previously determined by the Platform for the proper constitution and execution of the Committed Guarantees.

10.13. Loan Assignment

The Investor may assign in whole or in part their rights arising from the Loan subject to prior notification to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**. The assignment will automatically entail the subrogation of the assignee in the assignor's position, both in relation to this Contract and any other contract signed, if applicable, in relation to the financing of the Project. Notwithstanding the above, the validity of the assignment will be subject to the registration of the new creditor on the Platform.

In such case, the Committed Guarantees subject to this Stipulation shall remain in force and continue to produce full effects.

10.14. Investor Appeal

If for any reason **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** does not repay the Loan within the established terms and conditions, the Investor assumes the risk of default and acknowledges that they will have recourse against the assets of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**.

11. INFORMATION REGARDING PAYMENTS AND RISKS ASSOCIATED WITH OPERATIONS

All payment transactions that may arise from the activities and operations of this Contract will be channeled through a payment entity, in which each Party will open a payment account for this purpose, all under the terms and conditions indicated by the Platform on its website.

The Investor declares to have read and understood the risks associated with operations and investment described on the Platform's website and, in particular, declares to be aware of the risk of total or partial loss of the capital invested as a Loan, the risk of not obtaining the expected monetary return, as well as the risk of lack of liquidity to recover the investment.

12. FEES AND EXPENSES

The following fees **will be charged in favor of the Platform and charged** to SOCIEDAD COOPERATIVA MADRILEÑA ONIX:

- **Commission per project**: Once the financing campaign has ended, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** must pay the Platform the commission per project indicated in the Specific Conditions, calculated based on the Financing Objective, increased by the legally applicable Value Added Tax. The commission per project for each Loan will be deducted only once from the total funds of the Loan before the funds are made available in favor of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX.**
- Any **other fees or expenses attributable** to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** by the Platform or any Unpaid Debt Collection Agency contracted by the Platform in relation to the Loans, such as, without limitation, expenses
    - of investigation, Agency for the Collection of Unpaid Debts,
    - expenses arising from extensions of this Contract or the contract under which the Loan is formalized, if any, as well as any other expenses incurred for obtaining reports necessary for its granting, claims, investigation of assets or their charges, collection management, registry consultations, obtaining notary certificates and requests by notarial, postal, telegraph, burofax or similar means, as well as any other justifiable external expense incurred until the regularization of any overdue debit position.

Likewise, the following will be **borne by SOCIEDAD COOPERATIVA MADRILEÑA ONIX**:

- Any other expenses and taxes arising from the granting of this contract, as well as from the constitution (registration and cancellation, if applicable), modification, and execution of the Committed Guarantees, including payment of the tax on documented legal acts even if **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** is not the taxpayer of said tax.
- Fees of the Guarantee Agent.
- Appraisal fees for mortgaged properties.
- Management fees for processing the settlement and registration/cancellation, if applicable, of the Guarantees.

13. GROUNDS FOR TERMINATION

SOCIEDAD COOPERATIVA MADRILEÑA ONIX agrees that the Platform may, on behalf of the Investor, terminate the Contract and request full reimbursement of amounts owed in relation to it, if:

- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** does not make a payment or pays only partially an amount owed under this Contract;
- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** provides false information, including cases where it has affected the decision to allow the Investor to register as a member of the Platform and to publish their Project application on the Platform, or has affected the solvency rating assigned by the Platform to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**;
- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** or any of its guarantors, if any: i) failed to meet their economic information obligations or did not file, being legally obliged to do so, their annual accounts with the corresponding Commercial Registry; ii) were not up to date with their tax obligations, Social Security, or those with their employees; iii) were delinquent with other creditors; iv) suffered seizure of their assets, caused

their removal, or liquidated them; v) were declared bankrupt or filed for voluntary bankruptcy or had the request for compulsory bankruptcy admitted; vi) fail to comply with their beneficial owner identification obligations if applicable; as well as; vii) in the event that they fail to comply with any other obligations arising from or linked to this Contract.

- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** gave the Loan a purpose different from that described in the application under which it was granted;
- **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** has breached the terms of any loan or credit contract to which it is a party (including those not managed through the Platform) and, furthermore, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** has been required to pay early due to non-compliance or the Platform has reasonable grounds to believe that, as a result of this: (i) **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** may also imminently breach the conditions of this Agreement, or (ii) any of the grounds for termination of this Agreement indicated in this Stipulation may occur;
- In the event that all or part of the Committed Guarantees are declared invalid or unenforceable by court order and **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** has not submitted to the Platform a satisfactory and sufficient alternative guarantee that fully replaces the potentially unenforceable or invalid Committed Guarantees within fifteen (15) days from when it is reliably requested by the Platform.

14. LEGAL CLAIM

In case of breach of payment obligations arising from the Contract and the consequent early maturity thereof, the Platform may transfer, on behalf and representation of each Investor, the contractual position of the Investors in the Loans to a third party, whether an individual or legal entity, including for the purpose of executing the Committed Guarantees or claiming the corresponding debt through the actions arising from this Contract. To this end, the Platform may refer the judicial claim to the collection agency with which it reaches an agreement for the claim of payments due related to your Loan.

The Platform may also, on its own behalf and on behalf of the Investors, carry out or commission a third party to carry out the corresponding actions for judicial or extrajudicial claims of any payment arising from the Loan, including the establishment or enforcement of any security including Committed Guarantees. For these purposes, the Platform will decide at its sole discretion on the enforcement of the guarantees, taking any measures it deems appropriate for the proper management and safeguarding of the corresponding judicial process.

15. NOTIFICATIONS

The Parties consent to the formalization of the Loan electronically and the sending of any notifications to the contacto@urbanitae.com email address, and therefore, the provisions of Law 34/2002, of July 11, on information society services and electronic commerce, and Law 22/2007, of July 11, on distance marketing of financial services intended for consumers, shall apply.

It is the responsibility of **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** to reliably communicate any changes to the contact details provided, and until such change is properly communicated to the Platform, the currently available data will be valid to support any notification related to this Contract.

16. TERM OF THE CONTRACT AND SUSPENSIVE CONDITION

This Agreement shall enter into force with respect to all Parties on the date of its acceptance, without prejudice to the suspensive condition set forth below (the "**Suspensive Condition**"):

The Contract will effectively come into effect when the Project Financing Objective is reached within the established period. At that time, the Platform will inform each of the Parties, for this purpose, of its Committed Contribution and the percentage it represents of the total Financing Objective. If the Financing Objective is not reached, the Contract will become void.

17. GENERAL PROVISIONS

The Platform will inform the other Parties of any applicable regulations that may imply modifications to the Contract, as well as any other modification that must be made for any objective cause, and the changes to be made to the Contract must be previously agreed upon by the Platform and **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**.

Such modifications will be understood as accepted by the Investor if they do not express their opposition in writing

within 15 calendar days.

Any other modification of the Contract requires the express consent of all Parties.

The expenses and taxes arising from the granting and execution of the Contract and the operations contemplated therein, including the constitution, modification, cancellation, and possible execution of the Committed Guarantees, will be borne by **SOCIEDAD COOPERATIVA MADRILEÑA ONIX**.

The Platform, **SOCIEDAD COOPERATIVA MADRILEÑA ONIX,** and the Investors may not assign the rights and obligations arising from the Contract, unless otherwise established in this document.

For all matters not provided for in this Contract, the provisions of the General Terms and Conditions of Contracting available on the www.urbanitae.com website will apply to the Investor, which the Investor has declared to know and understand and accepts in all their terms.

The Parties consent to the formalization of the Contract electronically and to the sending of any notifications to the contacto@urbanitae.com email address, all by this means in accordance with the applicable regulations for these purposes.

18. CLAIMS

The Platform has a Customer Defense Regulation detailing the procedures for submitting complaints and claims by the Investor and the procedures to resolve them. The Customer Service data on the Platform through which complaints and claims will be resolved are as follows:

- Customer Service Manager: Ms. Rocío Ábalo Nogueira
- Email: sac.urbanitae@afincompliance.es
- Customer Service Phone: +34 91 791 44 28
- Postal address: C/Marqués de Villamejor, 5, 28006, Madrid

The Platform is obliged to address and resolve complaints and claims submitted by the Investor by any means to this service within two months from their submission. Once this period has ended, the Investor may go to the Claims Service of the National Securities Market Commission.

19. LEGISLATION AND JURISDICTION

This Contract and the agreement it constitutes shall be governed by the laws of Spain. The Parties expressly submit to the Courts and Tribunals of Madrid City for all matters that may arise from the validity, interpretation, or fulfillment of this Contract.

ANNEX I

SPECIFIC LOAN CONDITIONS

Operation	Bridge loan intended to partially finance the acquisition of land intended for the development of a development of 13 cooperative homes in Villaverde Bajo, Madrid.
Modality	Financing
Principal amount	Total Loan: **€845,000**
Accredited	**MADRID COOPERATIVE SOCIETY ONIX**
Purpose	The use of loan funds will be allocated to: The use of loan funds will be allocated to: • €740,000 to finance part of the acquisition amount of the asset. • €105,000 for structuring costs (including VAT).
Deadline	**15 months with a possible extension of 6 months** (**1.0%** extension fee) Single Tranche: 15+6 months
Guarantees	• First-rank mortgage on the asset, with mortgage liability of 140% of the principal amount of the total mortgage debt. The mortgage must be registered and free of any encumbrance, including purchase options or similar rights related to the Asset. • First-rank control pledge without intervention of funds over the Borrower's bank accounts. • Maintenance of the Guarantees throughout the life of the loan and inability to provide the same or better guarantees in favor of other creditors except for the pledge of VAT refund rights, a guarantee granted to the lender of the bank credit policy. • Subordination of any additional Loan to the Senior Bridge Financing (except for the VAT Policy granted by the bank). • Lock-up Commitment: The Borrower undertakes not to make distributions, dividend payments, repayments of participating or partner loans, or any other outflow of funds in favor of their partners, managers, or related parties, throughout the term of the Loan, without prior written authorization from the Lender
Structuring Commission	**4.75%** on the financing raised (total gross loan amount) + VAT
Interest rate	**11.25**% annual single
Minimum interest duration (make whole)	Equivalent to **9** months of interest and fees.
Expenses	• Expenses: notary, registry, and any other directly related to the formalization of the loan contract will be assumed by **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** charged to the Loan
Type of depreciation	**Principal and interest – 'Bullet', at loan maturity**
Non-Payment Commission	**2,0%**
Late Payment Interest	**1.5%** monthly with monthly capitalization.
early maturity	Early maturity clauses: the occurrence of any early repayment events for this type of transaction, including, without limitation: • Non-payment. • Inability to proceed with the sale of the asset due to lack of financing (either Junior Bridge Financing or VAT Policy Financing). • Changes in the Project management team. • Inability to register the mortgage due to reasons attributable to the Manager within 3 months following the closing of the operation. • If the Junior bridge financing does not include a term longer than the Senior

	bridge financing and/or there are committed guarantees from the senior financing guaranteeing the junior financing. • That the Loan would not be committed and, consequently, the first mortgage tier would not be released in favor of Urbanitae investors for reasons beyond Urbanitae's control. • Bankruptcy proceedings. • Existence of mortgage charges or any unreported encumbrance. • Non-payment of taxes, fees, contributions, etc., on the asset. • Illegality. • Diversion of funds from what is foreseen: The total or partial application of the loan funds for purposes other than those expressly provided for and authorized in this Contract. • Unauthorized cash outflows: Any cash outflow of the borrowing corporate vehicle without the prior express written authorization of Urbanitae.
Provisions	• As this is a Bridge Loan, the funds are intended to directly finance the acquisition of land at the initial stage ("Day One").
Exclusivity	**December 30, 2026**

ANNEX II

INDIRECT MANDATE CONTRACT IN FAVOR OF THE GUARANTEE AGENT

On the one hand,

Each of the users registered on the URBANITAE REAL ESTATE PLATFORM, S.L. website, in their capacity as investors of the Loan as defined below (the "**Investors**" or the "**Principals**");

On the other hand,

URBANITAE REAL ESTATE PLATFORM, S.L. (la "**Plataforma**" o "**Urbanitae**");

And, on the other hand,

PROPTECH SERVICIOS GENERALES, S.L., a Spanish company, with NIF B13857610 and address at Calle Castelló, number 23, 1st floor, Madrid (the "**Guarantee Agent**" or the "**Agent**").

Hereinafter, the Investor, the Platform, and the Collateral Agent shall be referred to jointly as the "**Parties**" and individually, where appropriate, as a "**Party**."

The Parties acknowledge sufficient capacity to enter into this indirect mandate contract (the "**Mandate Contract**" or the "**Contract**") and, for this purpose

EXHIBIT

I. That the Platform, which is authorized as a provider of crowdfunding services by the National Securities Market Commission, file number 2023045268 and authorized under license number 4, is a company that connects a limited number of users, called investors (individuals or legal entities), who offer financing in exchange for a monetary return, with users who request financing in their own name to allocate it to a real estate crowdfunding project, called developers.

II. That the Platform is a "crowdfunding platform" as defined in Article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European providers of crowdfunding services for businesses, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937 (the "Regulation (EU) 2020/1503").

III. That the Platform has presented to registered users on its website a project under which Investors have the opportunity to grant financing to **SOCIEDAD COOPERATIVA MADRILEÑA ONIX** (the "**Company**") with the purpose of financing the proper execution and marketing of the Project, each Investor expressing their interest in participating through the granting of financing in the form of a loan in favor of the Company for an amount equivalent to its corresponding Committed Contribution, resulting in a potential return for each of the Investors through interest payment and amortization of the aforementioned loan (the "**Loan**" and, together with those corresponding to the remaining Investors, the "**Loans**").

IV. That, for this purpose, each of the Investors hereby enters into a financing contract through the Platform (as a website) with the Platform and the Company, with the purpose, among others, of regulating the general terms and conditions applicable to the Loan to be granted by the Investor through the Platform and in favor of the Company, as well as the committed Guarantees – as defined below – and to grant the Platform an irrevocable mandate for it to carry out intermediary activities through the Platform, in relation to the Loan, between the Guarantee Agent, the payment entity, the Company, and the Principals (the "**Financing Contract**").

V. Whereas, the granting of the Loan by each of the Investors, jointly with the other Investors, will be formalized through the corresponding loan contract signed in a private document between the Investors, represented by the Platform, and the Company (the "**Loan Contract**"), with the complete, exact, and timely fulfillment of the obligations contracted by the Company based on said Guaranteed Loan Agreement (the "**Guaranteed Obligations**"), among others:

a. First Rank Real Estate Mortgage (the "**Mortgage")**

The Company, as a guarantee of the complete and timely fulfillment of its Guaranteed Obligations, undertakes to grant a real mortgage right of first rank over registered property number **12,078** (Cadastral Reference: 1972510VK4617D0001RS), on which the Promotion will be executed under the terms described in Exponen IV of the Loan Agreement.

Hereinafter, the Mortgage and other guarantees provided for in the Contract from which this annex gives rise shall be called, for the purposes of this contract, as the "**Guarantees**."

VI. That it is considered essential for Investors that the exact and timely fulfillment by the Company of the obligations assumed under the Loan Contract is guaranteed by the establishment of the Guarantees.

VII. That, for its part, the Guarantees Agent is an entity that professionally and habitually provides fiduciary services in securities and similar issues and has the capacity, means, and experience necessary to act as agent and agent for the purposes of establishing, conserving, managing, administering, and, where appropriate, executing the guarantees granted to ensure the Company's timely fulfillment of its obligations arising from the Project.

VIII. That the Platform and the Guarantee Agent have formalized, prior to the date of this Mandate Contract, a Framework Agreement establishing the terms of the Guarantees Agent's collaboration regarding the acceptance, preservation, management, administration, and, where applicable, execution of guarantees that may be granted by developers as collateral for the obligations arising from the Projects.

IX. That, based on the above, the Parties agree that the Guarantees Agent shall act as indirect agent of the Principals so that the Guarantee Agent may establish, manage, administer, and, where appropriate, execute the Guarantees in its own name, but acting in any case on behalf of the Principals, following the instructions of the Platform for these purposes, which will decide at its sole discretion on the execution of the Guarantees for the proper management and safeguarding of the corresponding judicial process, for which they agree to sign this Indirect Mandate Agreement in accordance with the following.

CLAUSES

1. Definitions

Any term contained in the Mandate Agreement with an initial capital letter that is not expressly defined herein shall have the meaning given to it in the Financing Agreement.

2. Purpose of the Mandate Contract

The purpose of the Mandate Contract is:

(i) the granting by the Investors of an improper or indirect mandate in favor of the Guarantee Agent, under the provisions of article 1,717 of the Civil Code, which empowers the Agent, acting in their own name but on behalf of the Principals, to carry out all necessary actions for the valid and effective constitution, conservation, proper management, administration, and, where appropriate, execution of the Guarantees, in their capacity as mortgage real guarantee and joint personal guarantee, respectively;

(ii) the appointment and appointment of the Guarantee Agent for the above purposes;

(iii) the establishment of the rules that will govern the relationship between the Mandates and the Mandate and the procedure for decision-making and execution of instructions by the Mandate; y

(iv) the establishment of the rights and obligations of the Parties in relation to the Contract.

The Mandate Contract is entered into without representation. Consequently, the Mandatary acts in his own name and assumes the obligations arising from legal acts executed on behalf and in the interest of the Mandators.

3. Designation of the Guarantee Agent: acceptance of the assignment

The Principals designate the Agent as Guarantee Agent for all actions necessary to be carried out in relation to the Guarantees during the term of this Contract and the Loan Agreement.

The Collateral Agent expressly accepts this appointment by signing this document and commits to making its best efforts to fulfill the functions assigned to it in the Contract prudently and diligently, always considering the protection of the interests of Investors in their capacity as Principals.

4. Obligations of the Guarantee Agent

In relation to the Mandate Contract, the Guarantee Agent undertakes to:

(i) Receive from the Platform precise communications and instructions regarding any decision, action, or authorization that has been taken by Investors in relation to the Collateral and proceed to execute any instructions received as a result of such decisions, actions, or authorizations as soon as possible.

(ii) Execute instructions received as a result of such decisions, actions, or authorizations related to the Warranties.

(iii) Accept and subscribe, in their own name and for the benefit of the Investors, the Guarantees granted by the Company under the terms the Investors deem appropriate.

(iv) Carry out all necessary actions for the proper constitution of the Guarantees, as well as grant, without any delay, any public and private documents for correction, supplementation, or clarification of the Guarantees that are necessary or convenient for this purpose.

(v) Carry out all necessary actions for the proper registry preservation of the Guarantees when requested by Urbanitae, upon indication of the Principals.

(vi) Inform the Platform of the procedures carried out and the status of the validity of the Guarantees and any other incidents that may occur in relation to the Guarantees throughout the life of the Loan.

(vii) Exercise enforcement actions for the Guarantees within the precise deadlines and terms indicated by the instructions issued by the Platform, which will decide at its sole discretion on such execution for the proper management and safeguarding of the corresponding judicial process, and in accordance with what is agreed in the deed or policy constituting the aforementioned Guarantees. For these purposes, the Guarantees Agent may hire the law firm, management firm, and/or attorneys indicated by the Platform and any others deemed appropriate for the proper execution of the Guarantees, subject to the Platform's acceptance.

(viii) To receive, from the Platform, and in the event of default by the Company, certification of the outstanding balance or amount due for the proper initiation of the enforcement procedure of the Guarantees; as well as to collaborate with the Platform and the selected law firm in granting the notarial deed of settlement of the outstanding balance, certification of ownership and encumbrances and/or any other document or act necessary or convenient for the execution of the Guarantees.

(ix) To adequately and constantly inform the Platform, so that it in turn keeps Investors informed, of the execution status of the Guarantees and the amount of the net amount that may result from the execution of the Guarantees so that the proceeds of execution can be distributed among the Investors.

(x) Follow the instructions of the Platform regarding the transfer of the proceeds from the Mortgage foreclosure in favor of Investors or third parties as applicable; under no circumstances will direct allocation of the mortgaged asset proceed.

(xi) Carry out all actions necessary for the proper cancellation of the Guarantees once the Guarantee Agent has been duly communicated by the Platform of full compliance with the Guaranteed Obligations and has received the appropriate instructions in this regard, if applicable.

(xii) Perform all legal acts, sign any document, of any kind, whether public or private, that are necessary or convenient for the correct and timely fulfillment of the functions entrusted to it under this Contract.

(xiii) Receive from the Platform the list of Investors, without the Guarantee Agent having to accept or authorize any type of change in the Investors.

The Collateral Agent assumes no responsibility for the authenticity, accuracy, or correctness of the information sent to it by the Platform or Investors under this Agreement. Nor does it assume any responsibility arising from the Platform's failure to fulfill any of its obligations regarding the Loan and the Investors.

Acceptance of your appointment as Guarantee Agent does not imply, either expressly or implicitly, that you guarantee or declare in favor of the Principals or any third party that the Loan has been validly subscribed nor that the Loan and the Financing Contract comply with applicable law; the Guarantee Agent is exempt from any liability related to the Loan and the Guarantees.

The Collateral Agent assumes no responsibility for the authenticity, accuracy, or correctness of the information sent to it by the Platform under the provisions of this Contract. Nor does it assume any responsibility arising from the Platform's failure to fulfill any of its obligations regarding the Loan and Investors, nor for the completeness, validity, and effectiveness of the Guarantees granted by the Company in relation to the Loan.

The Collateral Agent will not be obliged to take any action regarding the Loan (except those related to the execution of the Collateral described in this Contract, such as declaring the Loan maturity following the Investors' instructions), but only regarding the Collateral following the instructions of the Platform, which will decide at its sole discretion on their execution for the proper management and safeguarding of the corresponding judicial process.

The Collateral Officer may refrain from taking any measure if taking such action, in their opinion based on reasoned legal interpretation, is contrary to any law or is not authorized to do the appropriate action under any applicable law or regulation, or if any court or other competent authority determines that it is not authorized to do so. The Guarantee Agent shall not be responsible, if applicable, for the calculation, settlement, or payment of expenses and taxes corresponding to the constitution of the Guarantees; the Principals will be responsible in any case for any administrative requirement, fee settlement, interest, and sanctions imposed by the relevant authorities for an incorrect calculation or defect in payment or late payment of the mentioned tax.

Additionally, Investors will not claim from the Collateral Agent any expenses, costs, or taxes that have been or will be incurred in the future as a result of the establishment, maintenance, execution, or cancellation of the Collateral, nor in any other way in the exercise of the functions and responsibilities contained in this Contract.

5. Obligations of the Principals

The Principals, in relation to the Mandate Contract and through the Platform, undertake to:

(i) Provide the Guarantee Agent, through the Platform, with the information it needs whenever such information is essential for the proper performance of its functions.

(ii) Ensure that the Company pays the Guarantee Agent its fees, costs, and expenses for the performance of its functions promptly as stipulated in this Contract.

(iii) Keep the Guarantees Agent duly informed, through the Platform and in accordance with the instructions received via it, of any circumstances that may affect the Guarantees.

(iv) Ensure that the Company duly fulfills the obligations assumed in the Loan Agreement regarding the proper preservation of the asset subject to the Guarantees.

(v) Provide the Guarantees Agent, through the Platform, with any documentation required and ensure compliance with all necessary requirements for the effective establishment, administration, cancellation, and, where applicable, execution of the Guarantees.

(vi) To hold the Guarantee Agent harmless from any expense, cost, or tax incurred in the exercise of the representative functions of the Principals set out in this Contract, as well as from any possible claim that may arise against the Guarantee Agent regarding the integrity, validity, and effectiveness of the Guarantees.

6. Adoption of the Agreements by the Principals

Any instruction or decision to be adopted by Investors in relation to the Collateral Agent will be carried out in accordance with the majorities and other circumstances regulated in the Loan Agreement.

If the Guarantee Agent must request authorization from the Investors (which may only be granted by the corresponding majority), they will notify the Platform, which will in turn forward the request to all Investors in the Project for evaluation of the submitted application.

Voting will only be opened for those individuals or legal entities who, at the time of the decision, hold a percentage of participation in the loan (that is, who are considered "Investors"), excluding any third-party assignee who has acquired a stake in one or more of the Loans through channels other than the Platform and has not been previously notified to Urbanitae at least five (5) business days before the opening date of the vote.

The voting period will last five (5) Business Days (although it may be extended at Urbanitae's discretion up to a maximum of fifteen (15) Business Days, on its own initiative or at the request of the Guarantee Agent), after which Urbanitae will communicate, through the Platform, the voting results to the Guarantee Agent and the Investors.

Once the Platform notifies the Collateral Agent of the adoption of an agreement by the Investors, the Collateral Agent must refrain from carrying out acts that may contravene such agreement, and must carry out any acts necessary, if applicable, to allow or favor its implementation.

The agreement adopted by the Investors and communicated by the Platform to the Collateral Agent shall be considered binding in all its effects for the Collateral Agent, as well as among all Investors.

7. Application of proceeds from the enforcement of Guarantees

All amounts received by the Guarantee Agent as a result of the enforcement of the Guarantees and once any applicable tax obligations have been covered, shall be applied in accordance with the payment priority established below:

(a) payment of the fees of the Guarantee Agent;

(b) payment of fees for notaries, lawyers, court representatives, managers, and other expenses that may have accrued in connection with the enforcement of the Guarantees, if applicable;

(c) late payment interest on the Loan;

(d) ordinary interest on the Loan; y

(e) principal outstanding payment by the Company

Once all the aforementioned taxes and payments have been paid, any resulting excess will be returned to the Company.

8. Impossibility of waiver by the Guarantee Agent

The Collateral Agent may not resign from their position as collateral agent granted and accepted under this Contract, nor may they resign their status as a mortgage creditor in the Collateral until the full cancellation or completion of the enforcement procedure thereof.

9. Fees of the Guarantee Agent. Expenses

For the performance of their duties, the Guarantee Agent will receive the fees indicated in the Framework Service Provision Agreement signed between the Platform and the Guarantee Agent.

No expenses or taxes that may be incurred in the performance of their duties will be borne by the Guarantee Agent, including, by way of example and not limitation: notary and management fees, lawyers and attorneys, property registries, tax on documented legal acts if the taxpayer is the taxpayer, mail, courier and burofax expenses, travel expenses for signing attendance, registrations, hotels outside the province of residence of the Guarantee Agent, etc., all of which must be reimbursed.

For these purposes, the Company will establish in favor of the Guarantee Agent a provision of funds calculated in each case based on the characteristics and amount of the Guarantees, and which will be used to cover the expenses and taxes mentioned in the previous paragraph. Upon termination of the Contract, once the Guarantees have been

canceled, the Guarantee Agent will return to the Company through the Platform the remainder of said fund provision once the mentioned expenses have been paid.

Both the remuneration and the provision of funds referred to in the previous paragraphs will be made effective to the Guarantee Agent prior to the constitution of the Guarantees and will be applied, respectively, to the payment of fees to be received by the Guarantee Agent throughout the life of the Loan and to cover any costs that may be incurred as a result of the constitution of the Guarantees until their cancellation, modification, or execution, if applicable. If, after the provision of funds, amounts remain to be paid, these will be paid by the Company to the Guarantee Agent at the request of the Platform.

10. Duration of the Mandate Contract

The Contract shall enter into force on the date of its signature by the Parties.

The duration of the Contract will extend either (i) until the full repayment of the Loan by the Company, in timely fulfillment of the obligations assumed by the Company under the Loan Contract, and the consequent cancellation of the Guarantees; or (ii) in the event of breach of the Guaranteed Obligations, until the completion of the enforcement procedure of the Guarantees in the event that the Guarantee Agent is instructed to proceed with its execution.

For the purposes of this period, it is hereby stated that the termination of the enforcement procedure of one of the two Guarantees will not imply the termination of this Contract, which will remain in force as long as one of the Guarantees, or its enforcement procedure, remains in force.

11. Cases of resolution

This Contract will be terminated early, in addition to the cases specifically regulated in other Clauses herein, in the following cases:

(i) At any time, by mutual written agreement between the Parties;

(ii) By a written complaint made by either Party based on the serious breach of any of the obligations assumed by the other Party under this Contract, without prejudice to the injured Party's right to opt for the continuation of the Contract and demand full performance of its obligations from the other, with compensation, in either case, for the damage caused by such breach when it is due to fault or gross negligence. In such a case, the breaching Party will have a period of ten (10) calendar days to remedy the situation. If, after this period, in the opinion of the affected Party, the breaching Party has not ended its conduct or remedied the cause of its breach, the affected Party may terminate this Contract with immediate effect, also leaving the affected Party open to exercise any legally established actions; y

(iii) By dissolution or liquidation of the Guarantee Agent.

12. Obligation to Indemnify

The Platform, the Principals, and the Company shall indemnify and hold harmless and harmless the Warranties Agent, its partners, and the individuals it designates as representatives with respect to any claim, action, demand, damage, cost, or loss arising (directly or indirectly) from or related to the provision of its services under the Contract; unless these are due to the Warranties Agent's intent or gross negligence.

13. Confidentiality

Except where required by law or a judicial authority, neither Party may, at any time, disclose, communicate, or disclose to any person or use any information related to the Agreement or the Warranties (including the content of such agreements) when such information is not publicly known at the time of disclosure to the recipient (the "**Confidential Information**").

All this, except in the event that one of the Parties is required to disclose any Confidential Information by requirement of any applicable law or court order, as well as – specifically in the case of the Guarantee Agent – when, in execution of this Contract, it is required to disclose any Confidential Information.

Except in the cases indicated above, the Confidential Information may not be disclosed to third parties.

The confidentiality obligation set forth in this clause shall apply, even in the event of termination of the Contract, for a period of two (2) years from the effective date of termination.

14. Protection of Personal Data

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") and its related legislation, the parties to this Contract on behalf and representation of each of the Parties, they expressly give their consent by signing the Contract for their Personal Data to be processed by the Parties as Data Controllers, in order to be used for the proper development and execution of relationships arising from or for this Contract, as well as for the management and filing of documentation related to it.

The Legal Basis for processing the Personal Data of the parties involved is, therefore, the maintenance, fulfillment, development, control, and execution of the obligatory and/or contractual relationship arising from this Contract.

Likewise, the Personal Data provided will be kept only for as long as strictly necessary solely to guarantee compliance with any legal obligations that, under this agreement, may correspond to the Parties, and in any case, during the term of the Contract.

The parties, under the terms established in the GDPR and other related regulations, may in any case revoke the consent given for the processing of their Personal Data, as well as exercise their rights of access, rectification, erasure, objection, and portability, acknowledging by signing this document the right they hold to submit any complaints to the corresponding supervisory authority.

Parties may exercise the aforementioned rights by contacting the address of each Party listed in the heading of this Contract, sending a written request, attaching a photocopy of their ID, indicating in a visible place "*Ref. Data Protection*".

15. Assignment

The Principals may assign, transfer, replace, or subrogate, in whole or in part, the rights and obligations contracted in this Contract. Notwithstanding the above, the validity of the assignment will be subject to the registration of the new Investor on the Platform and its communication to the Guarantee Agent, provided that it promotes the necessary modifications in the documents, both public and private, that have been granted in the exercise of its obligations under this Contract.

The Guarantee Agent, however, may not assign, transfer, replace, or subrogate, in whole or in part, the rights and obligations contracted under this Contract without the express written consent of the Platform.

16. Miscellaneous

16.1. Modifications

The Platform will inform the other Parties of any modifications to the Contract that may occur as a result of changes in applicable regulations or for other objective reasons, or that the Platform otherwise considers appropriate or convenient.

Such modifications shall be deemed accepted if the Parties do not express their opposition in writing within 15 calendar days from their notification.

It is also indicated that the agreement adopted by the majority of Investors as provided in clause 6 above will bind all of them.

16.2. Independent nature of clauses

If any of the provisions included in this Contract is considered null, illegal, or impossible to comply with in any respect, the validity, legality, or enforceability of the remaining provisions included in this Agreement shall not be affected or impaired in any way by such circumstance. Subject to prior agreement with the Principal, the Agent undertakes to replace provisions declared null, illegal, or impossible to execute with valid ones whose economic consequences

are as close as possible to those of the provisions affected by the nullity, illegality, or impossibility of execution. To this end, the Agent undertakes to modify this Contract accordingly.

16.3. Actions and non-existence of waiver

The rights, powers, and actions set forth in this Agreement are cumulative and are not, and should not be construed as excluding, any rights, powers, or actions provided by law.

In no event shall the Investor's failure to exercise or delay in exercising any of the rights, powers, and actions provided for in this Agreement or by law constitute a waiver of such rights. Likewise, no one-time or partial waiver of such rights shall prevent the subsequent or different exercise of such rights, nor the exercise of any other right.

16.4. Notifications

All communication between the Collateral Agent and the Investors regarding the Contract must be made in writing, with the Collateral Agent notifying the Platform, which must in turn notify the Investor(s), and vice versa.

General communications related to this Mandate and those related to it as a whole that must be made between the Principals and the Agent, and where applicable with the Company, will necessarily be channeled through the Platform, as provided below:

All requests, notifications, notices, and communications in general between the Platform and the Guarantee Agent shall be made in writing through a contact person in each party, to the postal addresses and/or emails indicated for such purposes by each party.

17. Electronic formalization of the Contract

The Parties consent to the formalization of the Contract electronically.

18. Applicable law. Jurisdiction

18.1. Applicable law

The Contract shall be governed by and interpreted in accordance with Spanish common law, and conflict of law rules shall not apply.

18.2. Jurisdiction

The Parties, expressly waiving any other jurisdiction that may correspond to them by law, expressly submit to the jurisdiction of the courts and tribunals of the city of Madrid the resolution of any dispute or claim that may arise regarding the interpretation or execution of the Contract, including those relating to non-contractual obligations arising from or related to it.