PUIG

By-Laws of Puig Brands, S.A.

L'Hospitalet de Llobregat (Barcelona) 2 May, 2024

Title I

Name, Corporate Purpose, Registered Office and Duration of the Company

English translation for information purposes only
In case of discrepancy, the Spanish version shall prevail

Article 1. Company name

The Company's name is PUIG BRANDS, S.A.

Article 2. Corporate purpose

The Company's corporate purpose is as follows:

(a) Activities typical of holding companies: The purchase, subscription, assumption, holding, exchange and sale of domestic and foreign securities, shares and units ("*participaciones sociales*"), for its own account and without intermediation, of companies engaged in: (i) the manufacture and marketing of all kinds of perfumery and household products (soap, cosmetics, hygiene, toiletries, essences, detergents, etc.); (ii) textiles or leather goods; (iii) fashion, clothing and accessories; furniture, articles and objects in general (jewelry, costume jewelry, watches, eyewear, travel items, travel articles, desk items, school supplies, sports items, gift items, etc.); (iv) chemical products and pharmaceutical specialties; packaging and their components; and (v) research, development, administration and exploitation in any form of patents, trademarks, manufacturing processes and other industrial property rights.

    Activities expressly reserved by law for Collective Investment Institutions, as well as those expressly reserved by the Securities Market Law for Agencies and/or Securities and Exchange Companies are excluded.

(b) The provision of services of direction, management, monitoring, administration, technical and IT assistance, legal, financial, promotional, advertising and advisory services in general to such invested companies and, in particular, the provision of centralized treasury management services.

The corporate purpose excludes any activities for which the legislation in force stipulates special requirements that are not met by the Company.

To the extent that carrying out all or some of the above activities requires, by law, a professional degree or title, regulatory approval, registration in any public registry, or in general, any other requirements, these activities will not

start until the necessary regulatory requirements have been complied with and, where necessary, they will be carried out by person(s) holding the required degree or title.

The Company may carry out the activities comprising the corporate purpose, as specified in the previous paragraphs, totally or partially, directly or through participation in companies with an identical or analogous corporate purpose.

Article 2bis. Corporate website

The Company will have a corporate website (www.puig.com) on which it will publish the legally required public information.

Article 3. Registered office

The Company's registered office is at Plaza Europa 46-48, 08902, L'Hospitalet de Llobregat (Barcelona), Spain.

The Management Body will be competent to (i) agree on the creation, elimination or transfer of branches, agencies or delegations, anywhere in Spain and abroad; (ii) change the registered office within the national territory; and (iii) agree on the modification, transfer or elimination of the Company's corporate website.

Article 4. Duration and start of activities

The duration of the Company is indefinite. The Company started its operations on the date of registration in the Commercial Registry.

Title II

Share Capital

Article 5. Share capital and representation of shares

The share capital of the Company is ONE HUNDRED TWENTY-EIGHT MILLION FOUR HUNDRED NINETY-NINE THOUSAND THREE HUNDRED EIGHTY-FIVE EUROS AND EIGHT CENTS (EUR 128,499,385.08) represented by FIVE HUNDRED SIXTY-EIGHT MILLION ONE HUNDRED EIGHTY-SEVEN THOUSAND TWENTY-SIX (568,187,026) fully subscribed and paid-up shares, belonging to two different classes:

(i) Class A: 393,367,348 shares belonging to Class A with a par value of THIRTY EURO CENTS (EUR 0.30) each, of a nominative nature, each of which confers five (5) votes and the other rights established in these By-laws.

(ii) Class B: 174.819.678 shares belonging to Class B with a par value of SIX EURO CENTS (EUR 0.06) each, each of which confers one (1) vote and the other rights established in these By-laws.

Despite the above, all shares grant their holder the same economic rights according to Article 5bis below.

The shares will be represented by book entries and, as such, will be governed by the provisions of the securities market regulations and other applicable provisions. In view of the nominative nature of the Class A shares, the entity responsible for maintaining the book- entry register will inform the Company of transactions involving the shares and the Company will keep its own record of the identity of the shareholders.

Legitimization for the exercise of shareholder rights is obtained through registration in the accounting register, which presumes legitimate ownership and enables the registered holder to demand that the Company recognizes them as a shareholder. Such legitimation may be proven by the exhibition of the relevant certificates issued by the entity responsible for keeping the accounting register.

Article 5bis. Rights conferred on the holders of the shares

(a) Rights conferred on the holders of Class A shares

The Class A shares will grant to their holders the rights established in the Law and in these By-laws, with the particularities indicated below:

(i) Voting rights: Each Class A share confers five (5) votes.

(ii) Preemptive rights and free allotment of new Class A shares: Except where preemptive rights, free allotment rights or any other analogous preemptive rights do not exist or have been excluded, the issuance, granting or delivery of (x) any shares of the Company, or (y) any rights or other securities or financial instruments entitling the holders, directly or indirectly, to acquire, subscribe or in any other means receive shares of the Company or which are exchangeable for or convertible into shares of the Company, will be resolved by the Company:

- either by simultaneously issuing, granting or delivering Class A shares and Class B shares in the same proportion to the existing number of shares of each class in relation to the total number of shares into which the share capital of the Company is divided on the date on which the resolution to increase or issue the shares is adopted; or

- either by issuing, granting or delivering any rights or other securities or financial instruments that entitle, directly or indirectly, the holder to acquire, subscribe or otherwise receive Class A shares and Class B shares in the proportion indicated in the preceding paragraph or which are exchangeable or convertible into shares of the Company in the above referred proportion of Class A shares to Class B shares.

In full compliance with the principle of proportionality described above, the preemptive right, the free allotment right and any other analogous preemptive rights of the Class A shares will apply exclusively to the Class A shares (or to any rights or other securities or financial instruments entitling the holder, directly or indirectly, to acquire, subscribe or in any other means receive Class A shares or which are exchangeable for or convertible into Class A shares).
In share capital increases charged to reserves or to the share premium that are carried out with an increase in the par value of the shares issued, the Class A shares will have, as a whole, the right to increase their par value in the same proportion to the total par value of the Class A shares in circulation on the date of the adoption of the resolution in relation to the total share capital of the Company

represented by the Class A shares and the Class B shares in circulation at that time.

(iii) Right to convert Class A shares into Class B shares: Each Class A share grants to its holder the right to its conversion into a Class B share at any time.

The conversion right will be exercised by the holder by submitting a notification to the Company, using any means that allows evidence of its receipt, which will be considered to be made on a firm, irrevocable and unconditional basis, stating the total number of Class A shares owned and the exact number of Class A shares on which the holder wishes to exercise the conversion right, to allow the Company to proceed to execute the necessary resolutions to carry out the above conversion.

When a holder of Class A shares exercises the conversion right, the Company will reduce the share capital by the amount of the difference between the par value of the Class A shares on which the conversion right is exercised and the par value of the same number of Class B shares into which they are converted. This amount will then be allocated to the reserve that, for these purposes and in accordance with the provisions of article 335.c) of the Law, the Company will create.

The Management Body will be responsible for the execution, determination of the term, frequency, and procedure for exercising the conversion right.

(iv) Other rights: Without prejudice to the provisions of section (a)(iii) above, each Class A share confers the other rights, including economic rights, recognized by the Law and by these By-laws to which they are entitled in their capacity shareholders.

(b) Rights conferred on the holders of Class B shares

The Class B shares will grant to their holders the rights established in the Law and in these By-laws, with the particularities indicated below:

(i) Voting rights: Each Class B share confers one (1) vote.

(ii) Preemptive rights and free allotment of new Class B shares: In full compliance with the principle of proportionality between the number of Class A shares and Class B shares in relation to the total number of shares of the Company referred to in section (a)(ii) above,

the preemptive rights, free allotment rights and any other analogous preemptive rights of the Class B shares will apply exclusively to the Class B shares (or to any other rights or securities or financial instruments entitling the holder, directly or indirectly, to acquire, subscribe or otherwise receive Class B shares or which are exchangeable for or convertible into Class B shares).

In share capital increases charged to reserves or to the share premium that are carried out with an increase in the par value of the shares issued, the Class B shares will have, as a whole, the right to increase their par value in proportion to the total par value of the Class B shares in circulation on the date of the adoption of the resolution in relation to the total share capital of the Company represented by the Class A shares and the Class B shares in circulation at that time.

(iii) Other rights: Without prejudice to the provisions of the preceding sections and the provisions of current legislation, despite having a lower par value, each Class B share confers the same economic and property rights as a Class A share. In particular, each Class B share grants its holder the right to receive the same dividend, the same liquidation quota, the same reimbursement of contributions in the event of a share capital reduction, distribution of reserves of any kind (including, if applicable, premiums for attending the general shareholders' meeting) or the share premium, and any other allotments and distributions corresponding to each Class A share, all on the same terms as those applicable to each Class A share.

In the event of a share capital reduction due to losses through the reduction of the par value of the Class A and Class B shares, this reduction will affect each class of shares in proportion to their respective par values such that following the reduction the proportion referred to in section (b)(ii) is maintained.

Article 6. Transfer of shares

(a) Transfer of shares

The provisions of this article will be applicable to all transfers of shares or the preemptive subscription rights to which, in the event of a share capital increase, the shareholders are entitled according to the Law (rights which will be exercisable within the time limits established therein) and, in general, to the transfer of other rights that confer or may confer on their holder or owner the right to vote at the Company's

general shareholders' meeting. The several scenarios under this article will be referred to generically as "transfer of shares".

(b) Non-restricted transfers

(i) Non-restricted transfers of Class A shares: Transfers of Class A shares may be made freely, whether for valuable consideration or without valuable consideration: (x) in favor of shareholders holding Class A shares; (y) in favor of companies belonging to the same group (as understood in the terms established in article 18 of the Law) as the shareholders holding Class A shares; and (z) by a Class A shareholder in favor of the direct lineal ascendants or descendants of the transferor and/or to siblings, whether such status is acquired naturally or by adoption.

(ii) Non-restricted transfers of Class B shares: transfers of Class B shares may be made freely, without limitation, by any means recognized by Law.

(c) *Inter vivos* transfers of Class A shares. Preemptive right of acquisition of Class A shares.

In all *inter vivos* transfers of Class A shares, whether for valuable consideration or without valuable consideration, that are not non-restricted transfers according to the provisions of section (b)(i) above, the preemptive right of acquisition regulated in this section will be applicable.

Where a shareholder intends to transfer Class A shares, the shareholders holding the Class A shares and, in their absence, the Company itself, will have a preemptive right to acquire the Class A shares that the shareholder intends to transfer in proportion to the number of Class A shares they hold.

For this purpose, the Class A shareholder which intends to transfer (the "**Transferring Class A Shareholder**") all or some of its Class A shares (the "**Class A Shares to be Transferred**"), must notify the board of directors of the Company in writing, using any means that allows direct evidence of receipt, stating the number, the characteristics of the Class A Shares to be Transferred, the identity of the potential acquirer (providing details, if applicable, of its shareholders and the group to which it belongs) and the terms and conditions of the transfer, including the price, term and form of payment (the "**Class A Shares Transfer Agreement**"). For the purposes of this article, indicative and non-binding offers, memorandums of understanding or letters of

intent, among others, will not be considered to be Class A Shares Transfer Agreements.

The board of directors will have a period of four (4) days from the receipt of the Class A Shares Transfer Agreement to communicate it to the other Class A shareholders through the entity responsible for keeping the accounting register relating to the Class A shares. These shareholders may, within the following five (5) days, communicate their decision to exercise their preemptive right of acquisition in respect of all or some of the Class A Shares to be Transferred under the terms indicated in this section. If several shareholders opt to exercise their right, the shares will be apportioned among them pro rata to the number of Class A shares held by each, with any surplus from such apportionment being allotted to the Class A shareholder holding the largest number of Class A shares. In the event of a tie, they will be apportioned by drawing lots.

Once the above period of five (5) days has elapsed without any of the Class A shareholders making use of their right or where the right has not been exercised in relation to all of the Class A Shares to be Transferred, the Company may in that case acquire for itself the shares that have not been subject to the preemptive right of acquisition within a new period of seven (7) days as from the expiration of the previous period, respecting in any case the rules applicable to treasury stock. In this case, if it is necessary to call a general shareholders' meeting, the previous period of seven (7) days for the Company to acquire the shares will be interrupted by the period that elapses between the publication of the call and the date on which the general shareholders' meeting is to be held.

In any case, the transfer must take place within (i) one (1) month from the date of communication by the Company of the identity of the Class A acquiring shareholder(s) who has/have exercised the preemptive right of acquisition regulated in this section; and (ii) two (2) months if the Company opts to exercise its preemptive right of acquisition.

The Transferring Class A Shareholder may dispose of the Class A Shares to be Transferred on the terms communicated to the Company once three (3) months have elapsed from the date on which the Class A Shares Transfer Agreement was notified to the Company without the Company having notified the identity of the acquirer(s).

If the Transferring Class A Shareholder finally makes the notified transfer to the proposed acquirer, it must provide reliable evidence to the Company, within ten (10) days following the transfer, that the terms

of the transfer fully match the terms of the Class A Transfer Agreement communicated to the Company. If these terms do not match, an in rem right of withdrawal will arise in favor of each non-transferring Class A Shareholder and, if applicable, in favor of the Company, which will be exercisable on the same terms as those on which the transfer of the Class A Shares to be Transferred actually took place. The term for exercising the right of revocation by the non-transferring Class A Shareholders will be ninety (90) days as from the date on which the Transferring Class A Shareholder provides evidence of the terms on which the transfer was carried out. Once that period of ninety (90) days has elapsed without any of the non-transferring Class A Shareholders exercising their right of revocation or should this right not have been exercised in relation to all the Class A Shares to be Transferred, the Company may exercise the right of revocation on the same terms as the non-transferring Class A Shareholders within a period of sixty (60) days.

The price of the Class A Shares to be Transferred, the form of payment and the other terms of the transaction will be those agreed and communicated to the Company by the relevant Transferring Class A Shareholder. However, in the event of a price discrepancy between the Transferring Class A Shareholder and the Class A shareholders who wish to exercise their preemptive right of acquisition or, where applicable, the Company, according to this section, the amount to be paid to the Transferring Class A Shareholder for the Class A Shares to be Transferred will be the fair value on the day on which the Class A Shares Transfer Agreement was communicated to the Company.

In those cases in which the foreseen transfer is carried out for valuable consideration other than sale and purchase or for no valuable consideration, the acquisition price will be the price set by mutual agreement between the Transferring Class A Shareholder and the Class A shareholders who are exercising their preemptive right of acquisition, and/or, if applicable, the Company and, in its absence, it will be the fair value on the day on which the Company was notified of the Class A Shares Transfer Agreement.

For the purposes of this article, the fair value will be understood to be that determined by an independent expert, other than the Company's auditor, who, at the request of any interested party, is appointed for this purpose by the board of directors of the Company. The expenses of the independent expert will be borne by the Company.

(d) *Mortis causa* transfers of Class A shares

The same preemptive right of acquisition regulated in section (c) above will also apply to *mortis causa* transfers of Class A shares in contemplation of death that may not be freely carried out according to these By-laws, although in such case the provisions of article 124 of the Law must be complied with. In these cases, the notification to the board of directors may be made indistinctly by the heir, the legatee, the administrator of the estate or the person acting in their place and the term will begin to be calculated from the date of this notification. The fair value will be understood to be the fair value on the date on which the registration of the *mortis causa* transfer was requested in the accounting register of book-entries.

(e) Compulsory transfers of Class A shares

The preemptive right of acquisition referred to in the preceding section (c) may be exercised, even in the event of execution of an attachment or enforcement carried out at the request of a third party, or as a consequence of a notarial, judicial or administrative enforcement procedure on the Company's Class A shares or the rights inherent to such Class A shares, for whatever reason, being of application, in such cases, the provisions of articles 124 and 125 of the Law. The calculation of the term will begin from the date on which the highest bidder or the successful bidder notifies the acquisition to the board of directors.

(f) General

The regime governing the transfer of shares will be the one in force on the date on which the shareholder notifies the Company of its intention to transfer or, where applicable, on the date of the death of the shareholder or on the date of the notarial, judicial or administrative award.

Transfers of shares that do not comply with the provisions of the Law and the provisions of these By-laws will have no effect on the Company, which will not recognize the acquirer as a shareholder due to breach or non-compliance with the provisions of these By-laws.

Article 7. Usufruct of shares

In the case of a usufruct of shares, the bare owner will be the shareholder, but the usufructuary will in any case be entitled to the dividends granted by the Company during the usufruct. The usufructuary is obliged to facilitate the exercise by the bare owner of its rights. The relationship between the usufructuary and the bare owner will be governed by the provisions of the

title of the usufruct and, in its absence, by the provisions of the Law and, subsidiarily, by the Spanish Civil Code (or, where applicable, by the applicable civil legislation).

Article 8. Pledge of shares

In the case of a pledge of shares, the shareholder rights attaching to those shares may be exercised by the owner of the shares. The pledge creditor is obliged to facilitate the exercise of these rights.

If the owner of the shares fails to fulfill the pending payment obligation, the pledge creditor may fulfill this obligation itself or proceed to enforce the pledge.

Article 9. Attachment of shares

In the event of the attachment of the shares, the provisions of the preceding article will be observed insofar as they are compatible with the specific attachment rules.

Article 9bis. Issuance of bonds

The Company may issue bonds according to the terms set out in the Law.

The board of directors will be competent to decide on the issuance and admission to trading of the bonds, as well as to decide on the granting of guarantees for the issuance of bonds, provided that such securities are not convertible into shares and do not grant participation in the Company's profits.

The general shareholders' meeting may delegate to the board of directors the power to issue bonds within its competence according to the Law.

Title III

Corporate Bodies

Article 10. Bodies of the Company

The governing bodies of the Company are:

(a) The general shareholders' meeting

(b) The board of directors

Article 10bis. Distribution of competences

The general shareholders' meeting has the power to decide on all matters attributed to it by law or in the By-laws.

The general shareholders' meeting may issue instructions to the board of directors or submit for its authorization the adoption by such body of decisions or resolutions on management- related matters.

General Shareholders' Meeting

Article 10ter. Regulation of the general shareholders' meeting

The general shareholders' meeting is governed by the provisions of the By-laws and the Law.

Likewise, the legal and by-law regulation of the general shareholders' meeting will be developed and supplemented by the regulations of the general shareholders' meeting, which will detail, among other aspects, the system of call notices, preparation, information, attendance, development and exercise of the shareholders' political rights at the general shareholders' meeting. The regulations of the general shareholders' meeting must be approved by the general shareholders' meeting at the proposal of the board of directors.

Article 11. Types of general shareholders' meetings

General shareholders' meetings may be ordinary or extraordinary.

Ordinary general shareholders' meetings, previously called for this purpose, will necessarily meet within the first six (6) months of each financial year, to

approve, where appropriate, the management of the company, the previous year's financial statements and to decide on the allocation of profits or losses, and may also address any other matter indicated on the agenda. The general shareholders' meeting will be valid even if called or held after the pertinent deadline.

Any general shareholders' meeting other than that described in the preceding paragraph will be considered an extraordinary general shareholders' meeting.

Article 12. Authority to call shareholders' meetings

General shareholders' meetings must be called by the board of directors or, where applicable, by the liquidators. The board of directors will call a general shareholders' meeting whenever it considers it necessary or appropriate for the corporate interests and, in any case, on the dates or during the periods determined by Law.

It must also be called when requested by one or more shareholders representing at least three (3) percent of the share capital, who must indicate in the request the matters to be discussed at the meeting. In this case, the general shareholders' meeting must be called to be held within two (2) months from the date on which the board of directors was requested to call it through a notary, and the matters requested must necessarily be included in the agenda.

As regards the calling of the general shareholders' meeting by the court clerk ("*secretario judicial*") or the commercial registrar corresponding to the corporate address, the provisions of the Law and the regulations of the general shareholders' meeting will apply.

Article 13. Call notices and quorum

Unless other mandatory requirements are established, the call will be made by means of an announcement published (i) on the Company's corporate website; (ii) in the Official Gazette of the Commercial Registry or in one of the newspapers with the highest circulation in Spain; and (iii) on the website of the Spanish Securities and Exchange Commission (CNMV).

The call notice will state: (i) whether the shareholders' meeting is an ordinary or extraordinary general shareholders' meeting and whether it will be held exclusively using remote means, in person or, if applicable, in a hybrid format; (ii) the name of the Company, the date, place and time of the meeting; (iii) the agenda, which will include the matters to be discussed; (iv) the position of the person or persons issuing the call notice; (v) the date on which the

shareholder must have the shares registered in its name to be able to participate and vote at the general shareholders' meeting; (vi) the place and manner in which the full text of the

documents and resolution proposals may be obtained; and (vii) the address of the Company's corporate website where the information will be made available. The call notice may also state the date on which, if applicable, the general shareholders' meeting will be held on second call.

In addition, the announcement must contain clear and accurate information on the procedures that shareholders must follow to participate and cast their vote at the general shareholders' meeting according to and with the content established in the Law and in the regulations of the general shareholders' meeting.

The general shareholders' meeting will be held in the municipality where the Company has its registered office. If the call notice does not state the place where the meeting is to be held, it will be understood that the general shareholders' meeting has been called to be held at the registered office. In the case of a general shareholders' meeting that is held exclusively using remote means, it will be considered to be held at the registered office, irrespective of where the Chairman of the general shareholders' meeting is located.

There must be a period of at least one (1) month between the call and the date scheduled for the general shareholders' meeting, except in those cases where the Law provides for a longer notice period. Despite the above, when the Company offers all shareholders the effective possibility of voting by electronic means accessible to all of the shareholders, extraordinary general shareholders' meetings may be called with a minimum notice period of fifteen (15) days. The reduction of the notice period will require an express resolution adopted at an ordinary general shareholders' meeting under the terms established by the Law.

Shareholders representing at least three (3) percent of the share capital may request the publication of a supplement to the call notice of an ordinary general shareholders' meeting, including one or more items on the agenda, provided that the new items are accompanied by a justification or, where appropriate, a justified resolution proposal. This right must be exercised by sending a notification by any means with proof of its receipt, which must be received at the registered office within five (5) days following the publication of the call notice. The supplement to the call notice must be published at least fifteen (15) days prior to the date established for the general shareholders' meeting. In no case may this right be exercised in relation to extraordinary general shareholders' meetings.

In relation to any general shareholders' meeting, whether ordinary or extraordinary, shareholders representing at least three (3) percent of the share capital may, within the same period indicated in the previous section, submit reasoned proposals for resolutions on matters already included or to be included on the agenda of the general shareholders' meeting called.

Unless other mandatory quorums are established, the general shareholders' meeting will meet a quorum, on first call, when the shareholders present or represented by proxy hold at least twenty-five (25) percent of the subscribed voting capital. On second call, the general shareholders' meeting will meet a quorum regardless of the amount of share capital in attendance. However, in order for the general shareholders' meeting to be able to adopt valid resolutions relating to the matters referred to in article 194 of the Law, shareholders holding at least fifty (50) percent of the subscribed share capital with voting rights must be present or represented by proxy on first call. On second call, the attendance of twenty-five (25) percent of that share capital will be sufficient.

Despite the above, the general shareholders' meeting shall be validly constituted, with the character of universal, to deal with any matter, without the need for prior call notice, provided that the entire share capital is present or represented and the attendees unanimously agree to the holding of the general shareholders' meeting. The universal general shareholders' meeting may be held in any location within the national territory or abroad.

Article 14. Attendance and representation

Holders of more than one thousand shares, regardless of whether they are Class A shares or Class B shares, whose ownership is recorded in the corresponding accounting register of book-entries five (5) days prior to the date on which the meeting is to be held, will have the right to attend the general shareholders' meetings with voice and vote.

The general shareholders' meeting may be held, at the discretion of the board of directors, either in person, exclusively using remote means (that is, without the physical presence of the shareholders or proxies) or in a hybrid format (that is, combining both attendance in person and remote attendance). In compliance with the requirements established in the Law and in the regulations of the general shareholders' meeting, it will be possible to attend the general shareholders' meeting by electronic means (including videoconference) when the Company has made resources available that (according to the state of the art and the circumstances of the Company) properly guarantee the identity and legitimation of the shareholders and their proxies, as well as the effective participation of the persons attending the meeting (both to exercise their rights in real time and to follow the

interventions of the other attendees). To this end, the call notice will provide information on the formalities and procedures for registering and drawing up the list of attendees, and will state the term, the form and the methods to exercise the shareholders' rights to enable the general shareholders' meeting to be conducted in an orderly manner and to be properly recorded in the minutes. The conditions and limitations on attendance and voting in an exclusively remote or hybrid format will be developed in the regulations of the general shareholders' meeting, according to the legislation applicable at any given time.

Any shareholder entitled to attend may be represented at the general shareholders' meeting by proxy, even if the proxy is not a shareholder, in compliance with the formalities and requirements set forth in the Law, these By-laws and the regulations of the general shareholders' meeting. The proxy must be conferred in writing, and sent by post, by email or by any other means of remote communication and on a special basis for each general shareholders' meeting, in the terms and with the scope established in the Law and in the regulations of the general shareholders' meeting.

Representation by proxy is always revocable. The casting of votes remotely or the personal attendance of the represented shareholder at the general shareholders' meeting will have the effect of revoking the proxy.

Article 14bis. Remote voting prior to the general shareholders' meeting

In any case, voting on proposals relating to items included in the agenda of the general shareholders' meeting may be carried out by the shareholder by post, by email or by any other means of remote communication, provided that the identity of the person exercising the voting right is properly guaranteed according to the Law and according to the limitations and rules set forth in the regulations of the general shareholders' meeting.

Article 15. Members presiding at the general shareholders' meeting

The members presiding at the general shareholders' meeting will consist of a Chairman and a Secretary. The role of Chairman and Secretary of the general shareholders' meeting will be carried out by the same persons who hold those positions on the board of directors and, in the absence of a Chairman or Secretary, the Vice-Chairman or Vice-Secretary, respectively, will act in such capacity in their order or, failing that, the board member appointed by

the board of directors to act as Chairman or Secretary, depending on the case.

The Chairman will steer the debate at the general shareholders' meetings and, to this end, will give the floor and set the start and end times of the interventions, generally being vested with all powers that may be necessary to ensure the best organization and functioning of the general shareholders' meeting, all according to the regulations of the general shareholders' meeting.

Article 16. Separate voting by matter

Each item on the agenda will be voted on individually, in the manner agreed upon by the Chairman of the general shareholders' meeting.

At the general shareholders' meeting, those matters that are substantially independent must be voted on separately. In any case, even if they are included in the same item on the agenda, separate votes must be taken on: a) the appointment, ratification, re-election or removal of each board member; b) the amendment of the company's by-laws, the amendment of each independent article or group of articles; c) if separate voting is established as mandatory; or, d) if applicable, those matters provided for in these By-laws.

Article 17. Adoption of resolutions

Unless other mandatory majorities are established:

(a) Corporate resolutions will be adopted by a simple majority of the votes of the shareholders present or represented at the general shareholders' meeting, thus a resolution will be considered adopted when it obtains more votes in favor than against from the share capital present or represented by proxy.

(b) However, for the adoption of the resolutions referred to in article 194 of the Law, if the share capital present or represented exceeds fifty (50) percent, it will be sufficient for the resolution to be adopted by absolute majority. Nonetheless, the favorable vote of two thirds of the share capital present or represented at the general shareholders' meeting will be required when, at second call, shareholders representing twenty-five (25) percent or more of the subscribed voting capital are present without reaching fifty (50) percent.

According to the provisions of article 190.1, final paragraph, of the Law it is expressly foreseen that a shareholder may not exercise the voting rights

corresponding to its shares when it involves adopting a resolution whose purpose is to authorize the shareholder to transfer shares subject to a legal or by-law restriction or to exclude the shareholder from the Company.

Shares held by a shareholder involved a conflict of interest will be deducted from the share capital for the purposes of calculating the voting majority necessary in each case.

Article 17bis. Essential asset

For the purposes of articles 160 f) and 511bis.2 of the Law, in any case, any Well-Known Trademark directly or indirectly owned by the Company will be considered an essential asset. For these purposes, a "**Well-Known Trademark**" will be understood to be any trademark that represents more than 5% of the total consolidated net revenues of the Company in the preceding fiscal year whose annual financial statements have been approved, as well as any trademarks that have been owned by the Company or by any of the entities of the "Puig" group -including for these purposes those that were acquired or registered at that time by PUIG, S.L. and subsequently transferred to the Company or entities of its group- for a period of more than 10 years.

Article 17ter. Intervention by the general shareholders' meeting in management matters

According to article 161 of the Law, and without prejudice to the provisions of article 234 of the Law, the prior authorization of the general shareholders' meeting will be required for the board of directors to adopt resolutions relating to the assumption of debt commitments, understood as interest-bearing debt, net of cash, exceeding a multiple of 3.5x times the consolidated EBITDA of the Company in the preceding year whose annual financial statements have been approved (the "**Approved Indebtedness Limit**").

Despite the above, the general shareholders' meeting may (i) authorize the board of directors to assume debt commitments for a specific amount/percentage higher than the Approved Indebtedness Limit referred to in the preceding paragraph; and (ii) delegate to the board of directors the authorization to assume debt commitments for an amount higher than the Approved Indebtedness Limit. The above authorizations, if applicable, will remain in force until the general shareholders' meeting resolves to modify them and, as a maximum, for a period of one (1) year from the date of the general shareholders' meeting that approved the relevant authorization or delegation.

Management Body

Article 18. Means of organizing the management

The Company will be managed by a board of directors.

The board of directors will be governed by the applicable legal provisions and by these By- laws. Likewise, the board will approve the regulations of the board of directors that will contain the rules of operation and the internal rules of the board and its positions and committees, together with the rules of conduct of its members. The general shareholders' meeting will be informed of the approval of the regulations of the board of directors and of any amendments to them.

Article 19. Powers of the board of directors

The board of directors is responsible for the management and representation of the Company under the terms established in the Law. It is not necessary to be a shareholder to be appointed as a member of the board of directors.

Article 20. Term of office

Appointed board members will hold office for a term of three (3) years, a term that must be the same for all of them, without prejudice to their re-election or the power of the general shareholders' meeting to proceed at any time to remove them according to the Law and the regulations of the board of directors. The board members may be re-elected one or more times for periods of an equal maximum duration up to the limit established in the regulations of the board of directors, if any.

If vacancies arise during the term for which the board members are appointed, the board of directors may appoint persons to fill such vacancies until the first general shareholders' meeting is held. If a vacancy arise after the general shareholders' meeting has been called and before it is held, the board of directors may appoint a board member until the next general shareholders' meeting is held.

Article 21. Remuneration of the management body

The board members will be remunerated, in their capacity as such, according to the applicable legislation, these By-laws, the regulations of the board of directors and the remuneration policy of board members approved at any given time by the general shareholders' meeting.

The remuneration of the board members, in their capacity as such, will consist of a fixed amount, which may be paid in cash or in shares of the Company or shares or units ("*participaciones sociales*") of invested companies or a combination of both, which may be different for each of them depending on the time effectively dedicated to corporate management, and may be payable in more than one (1) year. If applicable, the remuneration may include per diems for time dedicated to and attendance at the meetings of the board of directors and the delegated or advisory committees to which they are members.

The maximum amount of the annual remuneration of all the board members, in their capacity as such, will not exceed the maximum amount determined by the general shareholders' meeting or, where applicable, will not exceed the amount stipulated in the remuneration policy of board members approved by the general shareholders' meeting. The maximum amount thus established will be maintained until such time as it is modified by a new resolution of the general shareholders' meeting, according to the Law. Unless the general shareholders' meeting decides otherwise, the distribution of the remuneration among the various board members will be established by a decision of the board of directors according to these By-laws and the remuneration policy of board members, following a report from the appointments and remuneration committee, which must take into consideration the functions and responsibilities attributed to each board member, including their membership and attendance at the committees of the board of directors and the board member's classification as an executive, independent, proprietary or other external board member.

In addition, and regardless of the remuneration provided for in the preceding paragraphs, the members of the board of directors, depending on their responsibility, dedication or other relevant circumstances, may be remunerated, subject to a resolution of the general shareholders' meeting and according, where applicable, to the provisions of the remuneration policy of board members, through the delivery of shares of the Company, or shares or units ("*participaciones sociales*") of invested companies, or option rights on such shares or units ("*participaciones sociales*"), or through remuneration indexed to the value of those shares or units ("*participaciones sociales*").

In addition, and regardless of the above, when a member of the board of directors is appointed Managing Director (CEO) or is attributed executive functions by virtue of another title, a contract must be entered into between that person and the Company according to the Law, these By-laws and the remuneration policy approved by the general shareholders' meeting. This contract must be approved by a two-thirds majority of the board members, without the affected board member being able to attend the deliberation of the contract or participate in the voting. The relevant contract will detail all

the items for which remuneration may be obtained for the performance of the position, which will be formed of one or more of the following items: the remuneration items mentioned in the preceding sections; a fixed amount; a variable amount based on the degree of compliance with qualitative or quantitative targets agreed by the board of directors and which may be annual or multi-year in nature, including through participation in incentives schemes; per diems for dedication and attendance at meetings of the board of directors and the delegated or advisory committees to which the executive board members belong; compensation in kind (including civil liability, accident, life, health or vehicle insurance); contributions to savings or social welfare systems or insurance premiums; indemnities for removal, separation or any other form of termination of the contractual relationship with the Company that is not due to a breach attributable to the board member or due to voluntary withdrawal by the board member; compensation for exclusivity agreements, post-contractual non-competition agreements or minimum commitment or loyalty agreements; and recruitment bonuses or payment of previous contracts.

The Company will take out civil liability insurance for its board members.

Article 22. Rules and operation of the board of directors

The board of directors will be formed exclusively of individuals and will have a minimum of five (5) and a maximum of fifteen (15) members. The specific number of board members will be determined by the general shareholders' meeting.

Where the Chairman has not been appointed by the general shareholders' meeting on the date on which it appoints the board members, the board of directors will appoint the Chairman from among its members following a favorable report from the appointments and remuneration committee. Likewise, if it decides to do so, it may appoint, upon a proposal of the Chairman and following a favorable report from the appointments and remuneration committee, one or more Vice-Chairmans, who will replace the Chairman, in their order, in the event of vacancy, absence or illness.

The board of directors will appoint, following a favorable report from the appointments and remuneration committee, the person to hold the office of Secretary and may appoint a Vice- Secretary to replace the Secretary in the event of vacancy, absence or illness. The Secretary may or may not be a board member, in which case he or she will have a voice, but no vote. The same will apply, where appropriate, to the Vice-Secretary.

The board of directors must meet, at least, once a quarter.

The board of directors will be called by its Chairman or by any person acting in place of the Chairman. Where a prior request to hold a meeting of the board of directors has been submitted to the Chairman and the latter has failed, without good reason, to call a meeting within a term of one month, board members representing at least one-third of the members of the board may also call a meeting of the board, setting forth the agenda for the meeting to be held at the registered office.

The call notice will be sent by letter, telegram, fax or any other written or electronic means that allows its receipt. The call notice will be sent at least three (3) days in advance and will be personally addressed to each of the members of the board of directors. The meeting of the board of directors will be valid without the need for a prior call notice when all the members of the board of directors, being assembled, unanimously decide to hold the meeting.

Unless other mandatory majorities are established, the board of directors will meet a quorum when at least an absolute majority of its members are present or represented at the meeting. In the event of an odd number of board members, the absolute majority will be determined by default (for example, 2 board members must be present on a board of directors formed of 3 members; 3 on a board of 5; 4 on a board of 7, etc.).

Resolutions of the board of directors that are approved remotely, whether by videoconference, multiple telephone conference or any other similar system, will be valid, provided that the board members have the necessary technical resources to do so and they are able to recognize each other. In such case, the meeting of the board of directors will be considered to be held at the place of the registered office.

A board member may only be represented at meetings of this body by another board member. Representation will be conferred in a letter addressed to the Chairman.

According to the regulations of the board of directors, the Chairman will open the meeting and steer the deliberations, giving the floor and providing the members of the board of directors with news and reports on the progress of corporate matters.

Unless other mandatory majorities are established, resolutions will be adopted by an absolute majority of the board members attending the meeting. In the event of an odd number of board members, the absolute majority will be determined by default (for example, 2 board members voting

in favor of the resolution if 3 board members are present; 3 if 5 are present; 4 if 7 are present, etc.).

The adoption of resolutions in writing and without holding a meeting will be admitted when no board member opposes the use of this procedure.

The deliberations and resolutions of the board of directors will be transcribed into a book of minutes.

The general shareholders' meeting will be competent for appointing one or more Managing Director (CEO) or Executive Committees, establishing the content, limits and methods of delegation. According to article 249 of the Law, the board members with executive functions must enter into a contract with the Company, which must conform to the remuneration policy approved by the Company and must be approved by a two-thirds majority of the board members, without the affected board member being permitted to attend the deliberation of the contract or participate in the voting. Under no circumstances may the board of directors delegate the drawing-up of the annual accounts or their submission to the general shareholders' meeting, nor may it delegate the powers delegated by the general shareholders' meeting to the board of directors, unless it has been expressly authorized by the general shareholders' meeting to sub-delegate these powers. In general, it may not delegate any other powers that cannot be delegated under article 249 bis of the Law. The board of directors may propose the removal of the Chief Executive Officer(s) and of the members of the Executive Committee(s) and it will be the competence of the general shareholders' meeting to resolve, where appropriate, on their dismissal.

Article 22bis. Committees of the board of directors

The board of directors will set up an audit and compliance committee and an appointments and remuneration committee which will have the powers established in the law, in these By- laws, in the regulations of the board of directors and, if applicable, in the regulations of the committee itself, which will have powers regarding information, advice and proposals on matters within their competence.

The members and officers of the board of directors' committees will be appointed by the board from among its members, following a favorable report from the appointments and remuneration committee, according to these By-laws and the regulations of the board of directors.

The board of directors may create other internal committees or commissions, with the composition and powers determined by the board of directors.

Title IV

Fiscal Year and Annual Accounts

Article 23. Fiscal year

The fiscal year will have a duration of one year and will cover the period from January 1 to December 31 of each year. By exception, the first fiscal year will be of a shorter duration and will cover the period between the date of execution of the deed of incorporation of the Company and December 31 of the same year.

Article 24. Allocation of profits and losses

The general shareholders' meeting will decide on the allocation of the profits and losses for the year as stipulated in the Law. Any dividends whose distribution has been agreed, will be distributed among the shareholders taking into account their paid-up capital, according to the rules set forth in article 5bis of these By-laws, with payment being made within the period determined by the general shareholders' meeting itself.

Dividends not claimed within five (5) years from the day on which they are due for payment will be barred in favor of the Company.

The general shareholders' meeting or the management body may agree to the distribution of interim dividends subject to the limits and requirements established by Law.

Title V

Winding-Up and Liquidation of The Company

Article 25. Winding-up and liquidation of the Company

The Company will be wound up and liquidated for the reasons and according to the procedure established in articles 360 et seq. of the Law.

At the time of the winding-up, the board members will become the liquidators, unless the general shareholders' meeting approves a resolution to appoint another party when the winding-up is decided.

The liquidators will hold office for an indefinite term.

Title VI

General Provisions

Article 26. Sole Shareholder Company

If the Company acquires sole shareholder status, it will be subject to the provisions of articles 12 et seq. of the Law.

Article 27. Applicable law

The Company will be governed by these By-laws and, in all matters not provided for in them, by the provisions of the Spanish Companies' Act ("*Ley de Sociedades de Capital*") and other applicable provisions. All references to the "Law" in these By-laws will be understood to be made to the above Spanish Companies' Act.

Transitional Provision

1. The provisions relating to the transferability of shares referred to in article 6 will not apply until the Class B shares are admitted to trading on the Spanish Stock Exchanges. The previous wording of article 6, which is literally transcribed below, will apply to such matters:

   (a) Transfer of shares

   The provisions of this article will be applicable to all transfers of shares or the preemptive subscription rights to which, in the event of a share capital increase, the shareholders are entitled according to the Law (rights which will be exercisable within the time limits established therein) and, in general, to the transfer of other rights that grant or may grant to their holder or owner the right to vote at the Company's general shareholders' meeting. The several scenarios under this article will be referred to generically as "transfer of shares".

   (b) Non-restricted transfers

   Inter vivos transfers of Class A and Class B shares may be made freely, whether for valuable consideration or without valuable consideration, when made in favor of shareholders holding Class A shares, as well as transfers of Class A and Class B shares made in favor of companies belonging to the same group (as understood in the terms established in article 18 of the Law) as the shareholders holding Class A shares.

   (c) *Inter vivos* transfers of shares. Preemptive right of acquisition.

In all *inter vivos* transfers of shares, whether for valuable consideration or without valuable consideration, that are not freely transfers according to section (b) above, the preemptive right of acquisition regulated in this section will be applicable.

(i) Preemptive right of acquisition in the transfer of Class A shares: Where a shareholder intends to transfer Class A shares, the shareholders holding Class A shares and, in their absence, the Company itself, will have a preemptive right to acquire the Class A shares that the shareholder intends to transfer in proportion to their interest in the share capital.

For this purpose, the Class A shareholder that intends to transfer (the "**Class A Transferring Shareholder**") all or some of its Class A shares (the "**Class A Shares to be Transferred**"), must notify the Management Body of the Company in writing, using any means that allows direct evidence of receipt, stating the number, the characteristics of the Class A Shares to be Transferred, the identity of the potential acquirer (providing details, if applicable, of its shareholders and the group to which it belongs) and the terms and conditions of the transfer, including the price, term and form of payment (the "**Class A Shares Transfer Agreement**"). For the purposes of this article, indicative and non-binding offers, memorandums of understanding or letters of intent, among others, will not be considered to be Class A Shares Transfer Agreements.

The Management Body will have a period of four (4) days from the receipt of the Class A Shares Transfer Agreement to communicate it to the other Class A shareholders at the registered office recorded in the Share Registry Book ("*Libro Registro de Acciones Nominativas*"). These shareholders may, within the following five (5) days, communicate their decision to exercise their preemptive right of acquisition in respect of all or some of the Class A Shares to be Transferred under the terms indicated in this section. If several shareholders opt to exercise their right, the shares will be apportioned among them pro rata to their holding in the share capital, with any surplus from such apportionment being allotted to the shareholder holding the largest number of shares. In the event of a tie, they will be apportioned by drawing lots.

Once that period of five (5) days has elapsed without any of the Class A shareholders making use of their right or without this right having been exercised in relation to all of the Class A Shares to be Transferred, the Company may, if applicable, acquire for itself the shares that have not been subject to the preemptive right of

acquisition within a new period of seven (7) days as from the expiration of the previous period, respecting in all cases the rules applicable to treasury stock. In this case, if it is necessary to call a general shareholders' meeting, the previous period of seven (7) days for the acquisition of the shares by the Company will be interrupted for the period between the publication of the call notice and the date on which the general shareholders' meeting is to be held. In no case may the publication of the call notices be delayed for more than six (6) days from the expiration of the five (5) day period for the exercise of the preemptive rights of the Class A shareholders. Nor may more than thirty-five (35) days elapse between the date of publication of the call notices and the holding of the general shareholders' meeting.

The transfer must take place within one (1) month from the date of communication by the Company of the identity of the acquirer(s).

The Transferring Class A Shareholder may dispose of the Class A Shares to be Transferred on the terms communicated to the Company once three (3) months have elapsed from the date on which the Class A Shares Transfer Agreement was notified to the Company without the Company having notified the identity of the acquirer(s).

If the Transferring Class A Shareholder finally makes the notified transfer to the proposed acquirer, it must provide evidence to the non-transferring Class A Shareholders, within ten (10) days following the transfer, that the terms of the transfer fully match the terms of the Class A Transfer Agreement communicated to the Company. If these terms do not match, an in rem right of withdrawal will arise in favor of each non-transferring Class A Shareholder, exercisable on the same terms on which the transfer of the Class A Shares to be Transferred actually took place. The time limit for exercising the right of revocation will be ninety (90) days as from the date on which the Transferring Class A Shareholder provides evidence of the terms on which the transfer was carried out.

(ii) Preemptive right of acquisition in the transfer of Class B shares: Where a shareholder intends to transfer Class B shares, the preemptive right of acquisition will be held, in the first instance, by shareholders holding Class A shares. Should no Class A shareholders exercise that right, or if the right is not exercised in relation to all the Class B shares to be transferred, then the Company may opt to exercise that right itself and, if the Company

opts not to exercise that right, it will be granted to the other shareholders holding only Class B shares.

For this purpose, where a Class B shareholder intends to transfer (the "**Class B Transferring Shareholder**") all or some of its Class B shares (the "**Class B Shares to be Transferred**"), that shareholder must notify the Management Body of the Company in writing, using any means that provides direct evidence of receipt, stating the number, the characteristics of the Class B Shares to be Transferred, the identity of the potential acquirer (providing details, if applicable, of its shareholders and the group to which it belongs) and the terms and conditions of the transfer, including the price, term and form of payment (the "**Class B Shares Transfer Agreement**"). For the purposes of this article, indicative and non-binding offers, memoranda of understanding or letters of intent, among others, will not be considered to be Class B Shares Transfer Agreements.

The Management Body will have a period of four (4) days from the receipt of the Class B Shares Transfer Agreement to communicate it to the Class A shareholders at the registered office recorded in the Share Registry Book ("*Libro Registro de Acciones Nominativas*"). These shareholders may, within the following five (5) days, communicate their decision to exercise their preemptive right of acquisition in respect of all or some of the Class B Shares to be Transferred under the terms indicated in this section. If several Class A shareholders opt to exercise their right, the shares will be apportioned among them pro rata to their holding in the share capital, with any surplus from such apportionment being allotted to the shareholder holding the largest number of shares. In the event of a tie, they will be apportioned by drawing lots.

Once that period of five (5) days has elapsed without any of the Class A shareholders making use of their right or without this right having been exercised in relation to all of the Class B Shares to be Transferred, the Company may, if applicable, acquire for itself the shares that have not been subject to the preemptive right of acquisition within a new period of seven (7) days as from the expiration of the previous period, respecting in all cases the rules applicable to treasury stock. In this case, if it is necessary to call a general shareholders' meeting, the previous period of seven (7) days for the acquisition of the shares by the Company will be interrupted for the period between the publication of the call notice and the date on which the general shareholders' meeting is to be held. In no case may the publication of the call notices be delayed for more

than six (6) days from the expiration of the five (5) day period for the exercise of the preemptive rights of the Class A shareholders. Nor may more than thirty-five (35) days elapse between the date of publication of the call notices and the holding of the general shareholders' meeting.

Once the period for the Company to exercise the preemptive right of acquisition has elapsed without the Company having exercised its right or without this right having been exercised in relation to all of the Class B Shares to be Transferred, the Management Body will have a period of four (4) days to notify the Class B shareholders at the address recorded in the share register. These shareholders may, within the following five (5) days, communicate their decision to exercise their preemptive right of acquisition in respect of all or some of the Class B Shares to be Transferred under the terms indicated in this section. If several Class B shareholders opt to exercise their right, the shares will be apportioned among them pro rata to their holding in the share capital, with any surplus from such apportionment being allotted to the shareholder holding the largest number of shares. In the event of a tie, they will be apportioned by drawing lots.

The transfer must take place within one (1) month from the date of communication by the Company of the identity of the acquirer(s).

The Transferring Class B Shareholder may dispose of the Class B Shares to be Transferred on the terms communicated to the Company once four (4) months have elapsed from the date on which the Class B Shares Transfer Agreement was notified to the Company without the Company having notified the identity of the acquirer(s).

If the Transferring Class B Shareholder finally makes the notified transfer to the proposed acquirer, he or she must provide evidence to the non-transferring shareholders, within ten (10) days following the transfer, that the terms of the transfer fully match the terms of the Class B Transfer Agreement communicated to the Company. If these terms do not match, an in rem right of withdrawal will arise in favor of each non-transferring Class A Shareholder and, if applicable, in favor of each non- transferring Class B Shareholder, exercisable on the same terms as those on which the transfer of the Class B Shares to be Transferred actually took place. The time limit for exercising the right of revocation will be ninety (90) days as from the date on which the Transferring Class B Shareholder provides evidence of the terms on which the transfer was carried out. Should

that period elapse without any of the Class A Shareholders exercising their right of revocation, the non-transferring Class B Shareholders will have an additional period of ninety (90) days to exercise the right of revocation.

The price of the Class A Shares to be Transferred and the corresponding Class B Shares to be Transferred (the "**Shares to be Transferred**"), the form of payment and the other terms of the transaction will be those agreed and communicated to the Company by the relevant Transferring Class A Shareholder or Transferring Class B Shareholder (the "**Transferring Shareholder**"). However, in the event of a price discrepancy between the Transferring Shareholder and the shareholders who wish to exercise their preemptive right of acquisition (or, where applicable, the Company), the amount to be paid to the Transferring Shareholder for the Shares to be Transferred will be the fair value on the day on which the Class A Shares Transfer Agreement or the Class B Shares Transfer Agreement (the "**Transfer Agreement**") was communicated to the Company. In those cases in which the foreseen transfer is carried out for valuable consideration other than sale or for no valuable consideration, the acquisition price will be the price set by mutual agreement between the parties and, in its absence, it will be the fair value on the day on which the Company was notified of the Transfer Agreement.

For the purposes of this article, the fair value will be understood to be that determined by an independent expert, other than the Company's auditor, who, at the request of any interested party, is appointed for this purpose by the directors of the Company. The expenses of the independent expert will be borne by the Company.

(d) Change of control in Class B shareholders

For the purposes of this article, a transfer of Class B shares will be considered to occur and give rise to the application of this article, when, without being subject to a direct transfer, a change of control takes place in the legal entity holding the ownership of the Class B shares and it is not considered a non-restricted transfer according to section (b) above. For these purposes, control will have the meaning set forth in article 18 of the Act.

In this case, the Class B shares of the Company held by this shareholder will be considered to be offered to the other shareholders under the terms indicated in section (c)(ii) of this article, in which case, the procedure and

terms indicated in said section (c)(ii) will apply, except for the price of the Company's shares, which will be determined according to the following provisions. The shares will be considered to be offered at the time of the change of control. The price will be the fair value of the Class B shares at the time of the change of control. Fair value will be understood to be that determined by an independent expert other than the Company's auditor, appointed for this purpose by the Company's directors.

The Class B shareholder concerned will be obliged to immediately notify the Management Body that a change of control has occurred. All shareholders have the right to require at any time that each Class B shareholder that is a legal entity submit sufficient evidence that no change of control has taken place.

The shareholders that are legal entities holding Class B shares in the Company promise to take the necessary steps to include in their company's by-laws the preemptive right of acquisition regulated in this section (d) and in the titles representing their share capital (if any) for the knowledge of any potential acquirer.

Without prejudice to the above, in these cases the Company's Management Body is empowered to adopt such measures as it considers appropriate to ensure compatibility between the circumstances of each specific case and the aims and compliance with the rules established in this article.

(e) Prohibited transfers

The Management Body may deny to grant the shareholder(s) interested in transferring their shares the authorization to transfer them, where they intend to make the transfer—either directly or indirectly—in favor of an individual or legal entity that is a competitor of the Company.

(f) *Mortis causa* transfers of shares

The same preemptive right of acquisition regulated in section (c) above will also apply to *mortis causa* transfers of shares that may not be freely carried out according to these By- laws, although in such case the provisions of article 124 of the Law must be complied with. In these cases, the notification to the Management Body may be made indistinctly by the heir, the legatee, the administrator of the estate or the person acting in their place. Time limits will begin to be calculated from the date of this notification. The fair value will be understood to be the fair value on the date on which the registration of the *mortis causa* transfer was requested.

(g) Compulsory transfers

The preemptive right of acquisition referred to in section (c) above may be exercised even in the event of an attachment or enforcement carried out at the request of a third party, or as a consequence of a judicial or administrative enforcement procedure on the Company's shares or on the rights inherent to those shares, for whatever reason. In such cases, the provisions of articles 124 and 125 of the Law will apply. The calculation of the time limits will begin from the date on which the highest bidder or the successful bidder notifies the acquisition to the Management Body.

(h) General

The rules governing the transfer of shares will be those in force on the date on which the shareholder notifies the Company of its intention to transfer or, where applicable, on the date of the death of the shareholder or on the date of the judicial or administrative award.

Transfers of shares that do not comply with the provisions of the Law and the provisions of these By-laws will have no effect on the Company, which will not recognize the acquirer as a shareholder due to breach or non-compliance with the provisions of these By-laws.

2. The following provisions will not apply until the Class B shares are admitted to trading on the Spanish Stock Exchanges (where appropriate, the provisions of the Law regarding the absence of by-law provisions will be applicable to such matters):

   (a) Developing and supplementing the regulation of the general shareholders' meeting with the regulations of the general shareholders' meeting;

   (b) The manner of issuing and the content of the call notice of the general shareholders' meeting referred to in the first and second paragraphs of article 13;

   (c) The requirement of a minimum number of shares to attend the general shareholders' meeting referred to in article 14;

   (d) References to the remuneration policy and the requirement of previous report to be issued by the appointments and remuneration committee referred to in article 21 of these By-laws; and

   (e) Article 22bis of these By-laws.