

TO THE SPANISH SECURITIES COMMISSION

Fluidra, S.A. ("**Fluidra**" or the "**Company**"), pursuant to the provisions of section 227 of the Spanish Securities Markets and Investment Services Act, approved by Law 6/2023, of 17 March, hereby issues the following:

OTHER RELEVANT INFORMATION

Fluidra hereby notifies the Spanish Securities Commission (CNMV) that it has received official notice of the novation of the Fluidra Share and Voting Syndication Agreement between the Company's current syndicated family shareholders (namely, Fluidra's "founding families"), initially entered into on 5 September 2007 and subsequently amended on 10 October 2007, 1 December 2010, 30 July and 30 September 2015, 27 July and 3 November 2017, 25 April and 27 July 2018, and 22 December 2020, under the terms and conditions set forth in the text attached hereto.

This new Share and Voting Syndication Agreement reflects the wish of the current syndicated family shareholders of the Company to extend the syndication period, modify the scope of the Fluidra shares that are subject to syndication and modify the regime for the transfer of Fluidra shares, among others.

The syndicated family shareholders have an aggregate shareholding of 28.29% (28.99% including related parties) of Fluidra's share capital.

Sant Cugat del Vallès, 8 May 2024

NOVATION AGREEMENT OF THE AGREEMENT ON SYNDICATION OF VOTES AND SHARES OF FLUIDRA, S.A.

In Barcelona, on 7 May 2024

BETWEEN

Mr. [REDACTED], who is of age, a Spanish national, with address at [REDACTED], and holder of valid TIN [REDACTED];

Ms. [REDACTED], who is of age, a Spanish national, with business address at [REDACTED], and holder of valid TIN [REDACTED];

Mr. [REDACTED], who is of age, a Spanish national, with business address at [REDACTED] and holder of valid TIN [REDACTED]; and

Mr. [REDACTED], who is of age, a Spanish national, with business address at [REDACTED] and holder of valid TIN [REDACTED].

ACTING

Mr. [REDACTED], on behalf of the following companies:

- **BOYSER, S.L.**, with registered address in Barcelona, at Avenida Diagonal n.º 415, planta 6, holder of TIN B58557349, and registered with the Companies Registry of Barcelona, in volume 22.361, on folio 10, sheet number B-35.589, 7th entry (hereinafter, "**Boyser**"). He holds the powers to act herein in his capacity as the Chairman of Boyser's Board of Directors, to the extent of the powers conferred on this post, by virtue of the deed executed on 17 March 2021 by the Notary of Barcelona, [REDACTED], under number 643 of her records.
- **BOYSER CORPORATE PORTFOLIO, S.L.U.**, with registered address in Barcelona, at Avenida Diagonal n.º 415, planta 6, holder of TIN B67344226, and registered with the Companies Registry of Barcelona, in volume 46.759, on folio 173, sheet number B-529.986, 1st entry (hereinafter, "**Boyser Corporate**"). He has the powers to act herein in his capacity as attorney-in-fact, by virtue of the power of attorney granted to him in the deed executed on 19 December 2018 by the Notary of Barcelona, [REDACTED], under number 3.024 of her records.

Ms. [REDACTED], on behalf of the following companies:

- **DISPUR, S.L.**, with registered address in Sant Cugat del Vallès (Barcelona), at Calle Santa María n.º 42, P-2, holder of TIN B58372145, and registered with the Companies Registry of Barcelona, in volume 8,522, on folio 153, sheet number B-98.988, 1st entry (hereinafter, "**Dispur**"). She has the powers to act herein in her capacity as the CEO of Dispur, by virtue of the deed executed on 22 December 2006 by the Notary of Sabadell, [REDACTED], under number 4.690 of his

records, and, specifically, by the powers granted to her pursuant to the resolution of the company's Board of Directors passed on 29 April 2024.

- **DISPUR POOL, S.L.U.**, with registered address in Sant Cugat del Vallès (Barcelona), at Calle Santa María n.º 42, P-2, holder of TIN B67192294, and registered with the Companies Registry of Barcelona, in volume 46.412, on folio 32, sheet number B519.133 (hereinafter, "**Dispur Pool**"). She has the powers to act herein in her capacity as the natural-person representative appointed by the sole director of the company Dispur by virtue of the deed authorized on 23 March 2018 by the Notary of Sabadell, [REDACTED], under number 551 of his records.

Mr. [REDACTED], on behalf of the following companies:

- **EDREM, S.L.**, with registered address in Barcelona, at Travessera de Gracia n.º 56, entresuelo, puerta 2ª, holder of TIN B58328303, and registered with the Companies Registry of Barcelona, in volume 21.063, on folio 101, sheet number B-15.983, 10th entry (hereinafter, "**Edrem**"). He has the powers to act herein in his capacity as the legal representative of the company Beran Cartera, S.L.U., as the CEO of Edrem, by virtue of the deed executed on 15 January 2008 by the Notary of Barcelona, [REDACTED], under number 54 of her records.
- **EDREM CARTERA, S.L.U.**, with registered address in Barcelona, at Travessera de Gracia n.º 56, entresuelo, puerta 2ª, holder of TIN B66640400, and registered with the Companies Registry of Barcelona, in volume 45.097, on folio 91, sheet number B476.683, 4th entry (hereinafter, "**Edrem Cartera**"). He has the powers to act herein in his capacity as the legal representative of the company Beran Cartera, S.L.U., as Chairman of the Board of Directors, by virtue of the deed executed on 21 December 2015 by the Notary of Barcelona, [REDACTED], under number 1.594 of her records.

Mr. [REDACTED], on behalf of the following companies:

- **ANIOL, S.L.**, with registered address in Olot (Girona), at Paseo de Barcelona n.º 6, oficina 15, holder of TIN B17148222, and registered with the Companies Registry of Girona, in volume 1.004, on folio 63, sheet number GI-1.702, 30th entry (hereinafter, "**Aniol**"). He has the powers to act herein in his capacity as the CEO of Aniol, by virtue of the deed executed on 11 March 2008 by the Notary of Olot, [REDACTED], under number 452 of his records.
- **PIUMOC INVERSIONS, S.L.U.**, with registered address in Olot (Girona), at Paseo de Barcelona n.º 6, oficina 15, holder of TIN B55154652, and registered with the Companies Registry of Girona, in volume 2.980, on folio 204, sheet number GI54.385, 30th entry (hereinafter, "**Piumoc**"). He has the powers to act herein in his capacity as Chief Executive Officer of Piumoc, appointed by the deed authorized on 15 February 2019 by the Notary of Olot, [REDACTED], under number 264 of his records.

Hereinafter, Boyser, Dispur, Edrem and Aniol may be jointly referred to as the "**Holding Companies**" and individually, whenever applicable, as the "**Holding Company**".

Furthermore, the Holding Companies and Boyser Corporate, Dispur Pool, Edrem Cartera and Piumoc shall be jointly referred to as the "**Shareholders**" and individually, whenever applicable, as the "**Shareholder**".

Hereinafter, the Holding Companies and the Shareholders, namely, all of the undersigned parties, shall be jointly referred to as the "**Parties**" and individually, whenever applicable, as the "**Party**".

The Parties, in the capacity in which they act, have mutually acknowledged their legal powers to enter into and be bound by legal instruments and, specifically, by the execution of this agreement,

WHEREAS

- I. In their capacity as shareholders of the company Fluidra, S.A. (hereinafter, "**Fluidra**" or the "**Company**"), the Holding Companies, among others, signed a shareholders' agreement on 5 September 2007, allowed under article 530 and following of Royal Legislative Decree 1/2010 of 2 July, which approved the consolidated text of the Capital Companies Act, whose purpose is to regulate the way in which Fluidra's corporate resolutions are adopted and, more specifically, the syndication of votes, as well as the system for transferring the shares they own, said agreement having been partially modified on 10 October 2007, 1 December 2010, 30 July 2015, 30 September 2015, 27 July 2017, 3 November 2017, 25 April 2018, 27 July 2018 and 22 December 2020 (hereinafter, the "**Previous Novations**").

Hereinafter, the aforementioned shareholders' agreement, as amended by the Previous Novations, shall be referred to as the "**Agreement**".

Unless expressly stated otherwise, all capitalized terms used in this document shall have the same meaning as in the Agreement.

- II. On 3 November 2017, Fluidra, Piscine Luxembourg Holdings 2 S.à r.l., the holding company of the industrial group Zodiac (hereinafter "**Zodiac Holdco**"), Piscine Luxembourg Holdings 1, S.à.r.l. and the Shareholders signed an investment agreement (hereinafter, the "**Investment Agreement**"), pursuant to which a business combination was agreed upon between Fluidra and Zodiac Holdco by way of a cross-border merger by acquisition in which Fluidra would acquire Zodiac Holdco (hereinafter, the "**Merger**").

Furthermore, on this date the Shareholders, Piscine Luxembourg Holdings 1 S.à r.l. signed a shareholders agreement to regulate certain obligations of the parties in respect of the Merger, in addition to certain matters related to their status as future shareholders of Fluidra following the execution of the Merger (hereinafter, the "**SHA**").

- III. On the date of signing this novation, either directly or through the companies of the group of which each one is the parent company, the Holding Companies are holders of the shares in Fluidra listed in Schedule I to the Consolidated Text of the Agreement (as the same is defined below).

- IV. The Parties wish to modify certain clauses of the Agreement and ratify the other features of the Agreement, including the Schedules thereto, for which purpose they have resolved to sign this agreement for the novation of the Agreement (hereinafter, the "**Seventh Novation**"), pursuant to the following

CLAUSES

First. Subject matter

The Parties agree to the novation of the Agreement as modified by the terms of this Seventh Novation. Accordingly, the Parties expressly declare that this Seventh Novation is one of amendment and does not extinguish the Agreement, such that the terms and conditions of the Agreement not expressly modified by the Seventh Novation shall remain in force as they are.

Second. Modifications to the Agreement

The Parties agree, effective as from today's date, to novate the Agreement in order to, inter alia, (i) extend the Syndication Period, (ii) modify the scope of the Fluidra shares that are subject to syndication, (iii) modify the rules on the transfer of Fluidra shares, (iv) adjust the rules on the exercise of rights under the SHA based on the ownership interest of the Holding Companies in Fluidra, and (v) other related agreements.

The Agreement, effective as from today's date, shall be read and construed for all purposes in the manner stipulated in the new consolidated text of the Agreement, which is attached hereto as **Schedule I**.

This non-extinguishing modification shall in no circumstances imply the termination of the Agreement, nor the annulment of any of the obligations of the Parties thereunder. The Agreement shall continue to be binding on each Party, as amended and redrafted in accordance with **Schedule I** to this agreement.

This Seventh Novation and the Agreement (as amended and redrafted in the manner set out in **Schedule I** to this agreement) shall be read and construed as a single agreement.

Third. Entry into force and term

The Seventh Novation shall enter into force and take full effect on the date it is signed.

IN WITNESS WHEREOF, the Parties sign this Seventh Novation on five (5) copies (one for each Party and one for Fluidra) for one single intent and purpose at the place and on the date first above written.

[Signature page follows]

p.p. Boyser, S.L.



p.p. Boyser Corporate Portfolio, S.L.



p.p. Dispur, S.L.



p.p. Dispur Pool, S.L.U.



p.p. Edrem, S.L.



p.p. Edrem Cartera, S.L.U.



p.p. Aniol, S.L.



p.p. Piumoc Inversions, S.L.U.



Schedule I
Consolidated Text of the Agreement

CONSOLIDATED TEXT
SYNDICATION OF VOTES AND SHARES OF FLUIDRA, S.A.

In Barcelona, on 7 May 2024

BETWEEN

Mr. [REDACTED], of age, a Spanish national, with address at [REDACTED], and holder of valid TIN [REDACTED];

Ms. [REDACTED], of age, a Spanish national, with business address at [REDACTED], and holder of valid TIN [REDACTED];

Mr. [REDACTED], of age, a Spanish national, with address at [REDACTED], and holder of valid TIN [REDACTED]; and

Mr. [REDACTED], of age, a Spanish national, with address at [REDACTED], and holder of valid TIN [REDACTED].

ACTING

Mr. [REDACTED], on behalf of the following companies:

- **BOYSER, S.L.**, with registered address in Barcelona, at Avenida Diagonal n.º 415, planta 6, holder of TIN B58557349, and registered with the Companies Registry of Barcelona, in volume 22,361, sheet 10, page number B-35.589, 7th entry (hereinafter, “Boyser”). He holds the powers to act herein in his capacity as the Chairman of Boyser’s Board of Directors, to the extent of the powers conferred on this post as provided for in the articles of association, by virtue of the deed executed on 17 March 2021 by the Notary of Barcelona, [REDACTED], under number 643 of her records.
- **BOYSER CORPORATE PORTFOLIO, S.L.U.**, with registered address in Barcelona, at Avenida Diagonal n.º 415, planta 6, holder of TIN B67344226, and registered with the Companies Registry of Barcelona, in volume 46,759, sheet 173, page number B-529.986, 1st entry (hereinafter, “Boyser Corporate”). He has the powers to act herein in his capacity as attorney-in-fact, by virtue of the power of attorney granted to him in the deed executed on 19 December 2018 by the Notary of Barcelona, [REDACTED], under number 3,024 of her records.

Ms. [REDACTED], on behalf of the following companies:

- **DISPUR, S.L.**, with registered address in Sant Cugat del Vallès (Barcelona), at calle Santa María n.º 42, P-2, holder of TIN B58372145, and registered with the

Companies Registry of Barcelona, in volume 8,522, sheet 153, page number B-98,988, 1st entry (hereinafter, "Dispur"). She has the powers to act herein in her capacity as the CEO of Dispur, by virtue of the deed executed on 22 December 2006 by the Notary of Sabadell, [REDACTED], under number 4,690 of his records, and, specifically, by the powers granted to her pursuant to the resolution of the company's Board of Directors passed on 29 April 2024.

- **DISPUR POOL, S.L.U.**, with registered address in Sant Cugat del Vallès (Barcelona), at Calle Santa María n.º 42, P-2, holder of TIN B67192294, and registered with the Companies Registry of Barcelona, in volume 46,412, sheet 32, page number B-519,133 (hereinafter, "Dispur Pool"). She has the powers to act herein in her capacity as the natural-person representative appointed by the sole director of the company Dispur by virtue of the deed authorized on 23 March 2018 by the Notary of Sabadell, [REDACTED], under number 551 of his records.

Mr. [REDACTED], on behalf of the following companies:

- **EDREM, S.L.**, with registered address in Barcelona, at Travessera de Gracia n.º 56, entresuelo, puerta 2ª, holder of TIN B58328303, and registered with the Companies Registry of Barcelona, in volume 21,063, sheet 101, page number B-15,983, 10th entry (hereinafter, "Edrem"). He has the powers to act herein in his capacity as the legal representative of the company Beran Cartera, S.L.U., as the CEO of Edrem, by virtue of the deed executed on 15 January 2008 by the Notary of Barcelona, Ms. [REDACTED], under number 54 of her records.
- **EDREM CARTERA, S.L.U.**, with registered address in Barcelona, at Travessera de Gracia n.º 56, entresuelo, puerta 2ª, holder of TIN B66640400, and registered with the Companies Registry of Barcelona, in volume 45,097, sheet 91, page number B-476,683, 4th entry (hereinafter, "Edrem Cartera"). He has the powers to act herein in his capacity as the legal representative of the company Beran Cartera, S.L.U., as Chairman of the Board of Directors, by virtue of the deed executed on 21 December 2015 by the Notary of Barcelona, [REDACTED], under number 1,594 of her records.

Mr. [REDACTED], on behalf of the following companies:

- **ANIOL, S.L.**, with registered address in Olot (Girona), at Paseo de Barcelona n.º 6, oficina 15, holder of TIN B17148222, and registered with the Companies Registry of Girona, in volume 1,004, sheet 63, page number GI-1,702, 30th entry (hereinafter, "Aniol"). He has the powers to act herein in his capacity as the CEO of Aniol, by virtue of the deed executed on 11 March 2008 by the Notary of Olot, [REDACTED], under number 452 of his records.
- **PIUMOC INVERSIONS, S.L.U.**, with registered address in Olot (Girona), at Paseo de Barcelona n.º 6, oficina 15, holder of TIN B55154652, and registered with the Companies Registry of Girona, in volume 2,980, sheet 204, page number GI-54,385, 30th entry (hereinafter, "Piumoc"). He has the powers to act herein in his capacity as the CEO of Piumoc, as appointed by virtue of the deed executed by the Notary

of Olot, [REDACTED], on 15 February 2019, under number 264 of his records.

Hereinafter, Boyser, Dispur, Edrem and Aniol may be jointly referred to as the “**Holding Companies**” and individually, whenever applicable, as the “**Holding Company**”.

Furthermore, the Holding Companies and Boyser Corporate, Dispur Pool, Edrem Cartera and Piumoc shall be jointly referred to as the “**Shareholders**” and individually, whenever applicable, as the “**Shareholder**”.

Hereinafter, the Holding Companies and the Shareholders, namely, all of the undersigned parties, shall be jointly referred to as the “**Parties**” and individually, whenever applicable, as the “**Party**”.

The Parties, in the capacity in which they act, have mutually acknowledged their legal capacity to enter into and be bound by legal instruments and, specifically, for the execution of this agreement.

WHEREAS

- I. On 3 November 2017, Fluidra, S.A. (“**Fluidra**” or the “**Company**”), Piscine Luxembourg Holdings 2, S.à.r.l., the holding company of the industrial group Zodiac (hereinafter, “**Zodiac Holdco**”), Piscine Luxembourg Holdings 1, S.à.r.l. and the Shareholders signed an investment agreement (hereinafter, the “**Investment Agreement**”), pursuant to which a business combination was agreed upon between Fluidra and Zodiac Holdco by way of a cross-border merger by acquisition in which Fluidra would absorb Zodiac Holdco (hereinafter, the “**Merger**”).
- II. Furthermore, on that same date, the Shareholders and Piscine Luxembourg Holdings 1, S.à.r.l. signed a shareholders’ agreement to regulate certain obligations of the parties in relation to the Merger, in addition to certain matters related to their status as future shareholders of Fluidra following the execution of the Merger (hereinafter, the “**SHA**”).
- III. The Parties have agreed to draw up a shareholders’ agreement, as permitted by sections 530 and following of Royal Legislative Decree 1/2010, of 2 July, approving the consolidated text of the Corporate Enterprises Act (hereinafter, the “**Spanish Corporate Enterprises Act**”), to regulate the way in which Fluidra’s corporate resolutions are passed by the Shareholders and, specifically, how the Syndicated Shareholders vote with regard to the Syndicated Shares, as well as other agreements in relation to the SHA and the exercise of their rights as shareholders of the Company.
- IV. Pursuant to the foregoing, the appearing parties agree to execute this agreement (hereinafter, the “**Agreement**”) which is set out in the following:

CLAUSES

1. Purpose of the Agreement

The purpose of this Agreement is (i) to regulate the terms and conditions on which the Shareholders shall jointly define their position as regards Fluidra for the purposes of exercising their voting rights with respect to the Syndicated Shares during the Syndication Period (as such term is defined in Covenant 2.2 below), (ii) to regulate the terms and conditions on which the Shareholders shall exercise their rights as shareholders of Fluidra for the implementation and management of the proposal made, (iii) to regulate the rules on transfer of the Syndicated Shares by the Syndicated Shareholders, and (iv) other agreements in relation to the exercise of their rights as shareholders of the Company and to the performance of the SHA.

For the purposes of this Agreement:

“**Syndicated Shares**” means all of the shares held at any time by the Syndicated Shareholders. The particulars of the Syndicated Shares at 7 May 2024 are attached hereto as Schedule I.

“**Syndicated Shareholders**” or “**Syndicated Shareholder**” means the Shareholders as well as any subsidiaries controlled by the Shareholders, individually or in concert with other Shareholders, that own shares in Fluidra. For such purposes, regard shall be had to the provisions of section 42 of the Spanish Commercial Code in order to determine when control is exercised over a subsidiary.

2. Syndication of voting right

2.1 Syndication of Vote

This Agreement reflects the wish of the Syndicated Shareholders to jointly define their position over Fluidra in terms of exercising their voting rights in respect of the Syndicated Shares (hereinafter, the “**Syndicate**”).

2.2 Vote syndication period

The syndication period of the Syndicated Shares shall be up to the first of the following dates:

- 30 June 2027;
- the date on which the obligation to launch a public takeover bid for all of the Fluidra securities could arise, pursuant to the provisions of Royal Decree 1066/2007, of 27 July 2007, on the rules governing takeover bids.

Hereinafter, the “**Syndication Period**”.

2.3 Disclosure to the Spanish Securities Market Commission (CNMV)

Pursuant to section 531 of the Spanish Corporate Enterprises Act, this Agreement, in addition to any of its amendments, shall be disclosed to the Spanish Securities Market Commission. Furthermore, both the Agreement and any possible amendments must be filed with the Companies Registry.

The disclosure provided for in this Covenant 2.3 may be made by any of the Syndicated Shareholders.

3. Decision-making body of the Syndicate, composition and duties

3.1 Decision-making body of the Syndicate

The decision-making body of the Syndicate is the meeting of Syndicated Shareholders (hereinafter, the "**Meeting**").

3.2 The Meeting

The Meeting shall be made up of all of the Syndicated Shareholders, who together hold all of the Syndicated Shares.

The Meeting shall meet and agree on the matters that must be put to it in accordance with this Agreement and the rules set out below:

3.2.1 Meetings

The Syndicated Shareholders shall meet as the Meeting every time that Fluidra's General Shareholders' Meeting is called, whether as ordinary or extraordinary meeting. For such purposes, the Syndicated Shareholders, through the nominee directors that they have appointed, shall immediately inform the rest of the Syndicated Shareholders, by any written means that ensures receipt, as soon as they have access to the information from the nominee directors that they have appointed, of the matters that are to be submitted by Fluidra's Board of Directors for consideration by Fluidra's General Shareholders' Meeting.

The venue, date and time that Meetings are to be held shall be decided by mutual agreement of all the Syndicated Shareholders. If no agreement is reached among the Syndicated Shareholders, and at the request of any of the Syndicated Shareholders, the Meetings shall be held at Fluidra's registered office at 12 noon seven (7) calendar days prior to the corresponding Fluidra General Shareholders' Meeting being held. In the event that this date is a non-working day in the city in which Fluidra's registered office is based, the Meeting shall be held on the working day immediately before it.

Furthermore, the Syndicated Shareholders must meet immediately and, in any event, within the time period necessary to enable the Shareholders to exercise their rights and obligations under the SHA, every time that the position of the Syndicated Shareholders has to be coordinated in the context of the SHA.

The Meeting shall be validly constituted to discuss the matters to be submitted to it in accordance with this Agreement where Syndicated Shareholders holding at least sixty

percent (60%) of the voting rights of all of the Syndicated Shares are present, in person or by proxy, and provided that at least two (2) Holding Companies are present, in person or by proxy.

The Syndicated Shareholders may only delegate their proxies and votes to another Syndicated Shareholder (including, for these purposes, any natural persons who, despite not being a Syndicated Shareholder, hold the post of director in any of the legal entities that are Syndicated Shareholders).

The resolutions passed at the Meeting shall be transcribed in minutes and the vote of each Syndicated Shareholder on each of the matters discussed at each Meeting must be recorded in writing using any medium that ensures they are received by the rest of the Syndicated Shareholders.

3.2.2 Voting majorities

Pursuant to this Agreement, all of the signatories undertake to exercise their voting rights at Fluidra's General Meetings as arranged by the Meeting in accordance with the rules herein.

The Meeting shall pass its resolutions with the favorable vote of the Syndicated Shareholders present at the Meeting, in person or by proxy, holding sixty (60%) of the voting rights of all of the Syndicated Shares and provided that at least two (2) Holding Companies have voted in favor.

For the purposes of the provisions in the foregoing paragraph, voting shall be calculated on the basis of the votes of the Syndicated Shareholders (that is, the legal entities who are Fluidra shareholders) who are entitled to attend the Meeting and to vote according to their shareholding in respect of the total Syndicated Shares.

Each of the matters subject to voting shall be voted on separately.

3.2.3 Matters excluded from vote syndication

Pursuant to this Agreement, any matters that must be adopted by law by the Fluidra General Shareholders' Meeting are excluded from this Agreement, such as, for instance, amendments to the articles of association imposed by the legislation governing listed companies, capital increases or reductions required by law, and all other events deemed to be mandatory in accordance with the legislation in force at any time.

Therefore, the Syndicated Shareholders reserve the right to vote at their own discretion on resolutions that only deal with the aforementioned excluded matters.

3.2.4 Official voting arrangement

The voting decision shall be subject to a prior resolution of the Meeting that, at its corresponding prior meeting, shall decide the way the Syndicated Shareholders should cast their votes at Fluidra's corresponding General Shareholders' Meeting in respect of the Syndicated Shares.

Once the way the votes are to be cast by the Syndicated Shareholders has been decided pursuant to this Agreement, the Syndicated Shareholders must exercise their voting rights at Fluidra's corresponding General Shareholders' Meeting as agreed by virtue of this Agreement in respect of Syndicated Shares.

Should the aforementioned resolution not be passed by the Syndicated Shareholders as provided for herein (whether due to a shortfall in votes in favor at a duly constituted Meeting or because the resolution could not be put to a vote due to the required quorum not being in attendance), all of the Syndicated Shareholders must vote, in person or by proxy, against the corresponding matters submitted to Fluidra's General Shareholders' Meeting in respect of the Syndicated Shares.

4. Transfer of Syndicated Shares

4.1 Transfer of Syndicated Shares

4.1.1 Syndicated Shares may be freely acquired by the Shareholders or by third parties or transferred by the Shareholders with no restrictions other than those resulting from the applicable legislation, those provided for in the SHA in relation to the transfer of Fluidra shares and, if applicable, those set forth in this Covenant Four.

4.1.2 For the purposes of clarification, Fluidra shares transferred to third parties shall no longer be deemed Syndicated Shares for all intents and purposes and the acquiring third party may not be subrogated to the position of the transferring Shareholder under the Agreement.

4.1.3 As an exception to the provisions of covenant 4.1.2 above, in cases where the Syndicated Shares are merely redistributed among the different partners/shareholders of any of the Syndicated Shareholders at the date of signing of this Agreement (or their descendants or heirs), or the Syndicated Shares are contributed to companies in the same corporate group as the Shareholder, or controlled by one or more Shareholders, the transferring Syndicated Shareholder shall be obliged to ensure that the new acquirer adheres to this Agreement (if not already a party to this Agreement at that time) prior to or at the time of the transfer. This adhesion obligation shall be deemed to have been met by the new acquirer signing the subrogation document attached hereto as Schedule II, pursuant to which the new acquirer specifically accepts all of the obligations to which the Syndicated Shareholders are subject in this Agreement (including any subsequent amendments to it).

4.1.4 In any event, any Syndicated Shareholder that intends, whenever they see fit during the Syndication Period, to transfer some or all of their Syndicated Shares, and provided that such transfer affects Syndicated Shares representing a percentage equal to or greater than 0.5% of the share capital of Fluidra at that time, must serve notice of their intention to transfer Syndicated Shares on each and every one of the Holding Companies of the group to which it does not belong, at least thirty (30) calendar days in advance of the date in which the

transfer is to take effect, by any written medium that ensures notification is received, indicating the number of Syndicated Shares it wishes to transfer.

4.2 Non-acquisition undertaking

During the Syndication Period, all Syndicated Shareholders undertake not to acquire Fluidra shares to the extent that such an acquisition entails, as per the legislation in force at any given time, the obligation by any of them (or all of them) to launch a public takeover bid, a circumstance that the Syndicated Shareholders must properly substantiate (amongst themselves and with Fluidra) prior to conducting the transaction it was intended to be carried out.

Once the Syndication Period has ended, for the purposes of calculating the percentage of control over Fluidra, each of the Syndicated Shareholders shall be individually allocated the shareholding held by it, and the legislation governing public takeover bids shall apply, where applicable, to subsequent acquisitions of Company shares.

4.3 Special scheme for the transfer of Fluidra shares to one of its competitors

Notwithstanding the restrictions on the transfer of the Syndicated Shares established in the SHA, the Parties pledge not to transfer Fluidra shares to one of its direct competitors, unless they have sought prior authorization to do so from the Meeting, which may only deny the request of the transferring Party, within a maximum deadline of three (3) months to be counted from the date on which the aforementioned Syndicated Shareholder has served notice with acknowledgment of receipt on the Meeting of its intention to transfer Fluidra shares, if it is able to demonstrate that it has a third party willing to acquire the shares on the same terms as those notified by the Syndicated Shareholder to the Meeting; once these three (3) months have elapsed without the Meeting having submitted the offer of a third party under the aforementioned conditions, the Syndicated Shareholder shall be free to transfer the Fluidra shares under the terms initially announced.

This obligation shall not apply in respect of any transfers carried out in the normal course of stock trading in which the Syndicated Shareholder that transfers Fluidra shares is unaware of the identity of the acquirer.

Notwithstanding the restrictions on the transfer of Fluidra shares provided for in the SHA, the restrictions on the transfer of Syndicated Shares established in this Covenant 4.3 may be lifted for all Syndicated Shareholders, without exception, by a resolution passed at the Meeting with the vote in favor of all of the Syndicated Shareholders.

5. The Company's Board of Directors

Notwithstanding the powers conferred by the Spanish Corporate Enterprises Act on the Company's governing bodies and, in particular, the General Shareholders' Meeting and the Company's Board of Directors and its delegate bodies, the Syndicated Shareholders, in their capacity as such, pursuant to the provisions in the SHA and within the scope of the Agreement, have agreed to make every endeavor to ensure that the composition of the Board of Directors and its delegate bodies reflects the agreements provided for in

this Agreement, all of which shall be subject in full to the legally binding provisions of the Spanish Corporate Enterprises Act, the Company's articles of association and all other regulations of the Company in force at any time.

5.1 Composition

5.1.1 The Syndicated Shareholders shall be represented on Fluidra's Board of Directors by the corresponding number of nominee directors at any time, in accordance with the SHA and the legislation in force.

5.1.2 Boyser, Dispur, Edrem and Aniol may each appoint one of the external nominee directors. Without prejudice to the foregoing:

(a) Should any of the Holding Companies reduce their holding in the Company, individually or, as the case may be, jointly with other entities in their group or Syndicated Shareholders related to them, to less than 5% of the voting rights of the Company (the "**Partial Termination Event**"), the provisions of Covenant 9 below shall apply with respect to such Holding Company (jointly with other entities in their group or Syndicated Shareholders related to them) and the rest of the Holding Companies shall have the right (but not the obligation) to require the Holding Company that has reduced its holding to replace the proposed nominee director with the candidate that the rest of the Holding Companies deem most appropriate on the terms provided in Covenant 9 below.

(b) Where the composition of the Board of Directors, in accordance with the provisions of the SHA and the legislation in force, does not permit the appointment of a director by each one of the corresponding Holding Companies, the Holding Companies shall adopt by mutual agreement the corresponding decisions for the appointment of the members of the Board of Directors that they are entitled to appoint jointly.

(c) Whilst Mr. Eloy Planes Corts is the Executive President of Fluidra's Board of Directors, he shall be the director appointed by Dispur. If Eloy Planes stands down as a director or Executive President of Fluidra, Dispur may appoint the person who is to occupy the vacant post of external nominee director.

5.1.3 Moreover, until Fluidra's Board of Directors decides otherwise, Mr. Eloy Planes Corts shall be its Executive President and Mr. Bruce Brooks its CEO.

5.1.4 For the purposes of clarification, it is hereby expressly stated that, to the extent that the SHA allows this, the Syndicated Shareholders shall be obliged to exercise their voting rights at Fluidra's corresponding General Shareholders' Meeting so that Covenant 5.1.2 can be fulfilled.

5.1.5 Any candidate put up to occupy the post of an independent director by the Syndicated Shareholders pursuant to the provisions of this Agreement must be agreed upon as provided for in Covenant 3.2.2 above, and this decision must

be notified to Fluidra's Appointments and Remuneration Committee, which shall exercise the powers inherent to it on such matters.

- 5.1.6 In order to pass any resolutions on the composition, their number, appointment or removal as directors of the Company in the framework of the Meeting, the Syndicated Shareholders undertake to exercise their voting rights at the Meeting as required for the purpose of fulfilling the provisions of this Agreement.

5.2 Delegated Strategy and ESG Committee

Once a Delegated Strategy and ESG Committee has been set up, any candidates put forward to become a member of the Delegated Strategy and ESG Committee (in addition to the Executive President) at the proposal of the Parties pursuant to the provisions of the SHA must be agreed upon in accordance with the provisions of Covenant 3.2.2 above.

5.3 Executive President. CEO. Non-Member Secretary

The Syndicated Shareholders shall make every endeavor so that, to the extent permissible by law, the Board of Directors appoints:

- (a) An Executive President, who shall be Mr. Eloy Planes Corts and who, in any event, shall be appointed by all of the directors appointed by the signatories of this Agreement in accordance with the provisions of Covenant 5.1 above.
- (b) A CEO, who shall be appointed by all of the directors and by the signatories of this Agreement in accordance with the provisions of clause 8.4 of the SHA while such clause continues to apply.
- (c) A Non-Member Secretary who, in any event, must be appointed by all of the directors appointed by the signatories to this Agreement.

5.4 Audit Committee and Appointments and Remuneration Committee

The composition and functioning of the Audit Committee and the Appointments and Remuneration Committee shall be adapted to the provisions of the SHA, the legislation in force and any good governance recommendations applicable at any time.

Any candidates put forward for the Audit Committee and the Appointments and Remuneration Committee at the proposal of the Parties pursuant to the provisions of the SHA, the legislation in force and the good governance recommendations must be agreed upon in accordance with the provisions of Covenant 3.2.2 above.

The Shareholders undertake to ensure that the external nominee directors appointed by Boyser, Dispur, Edrem and/or Aniol, as the case may be, each form part of at least one of the Committees.

To the extent that the composition of the Audit Committee, the Appointments and Remuneration Committee and the Delegated, Strategy and ESG Committee does not allow them to sit on at least one of the Committees, a system of rotation shall be

established for the positions on the Committees so that the composition of the Committees changes every two years and the Shareholder-appointed director that has not occupied a position on any committee in the preceding period is incorporated into one of the committees.

Furthermore, the Syndicated Shareholders shall make every endeavor so that, to the extent that the director appointed by Dispur continues to sit as executive director, this director is able to sit on those Committees on which there are no legal restrictions.

6. Covenants in the scope of the SHA

6.1 Transfer of shares. Right of first offer (RoFO)

Under certain circumstances, pursuant to Clauses 13 and 14 of the SHA, the transfer of certain shares by Piscine Luxembourg Holdings 1, S.à.r.l. grants the Parties a right of first offer (hereinafter, "**RoFO**").

The exercise of the RoFO shall be governed by the following principles, rules and procedures:

- (a) In the event of a RoFO, the shares subject to it shall be distributed among the Holding Companies that exercised it (or, if applicable, the companies that they designate) pro-rata to the respective shareholdings of their groups.
- (b) The deadline for showing an interest in submitting an offer in the framework of a RoFO shall be seven (7) days from the date of receipt by the Holding Companies of the first notification of the intention to go ahead with the transfer of a parcel of shares pursuant to the provisions of Clause 14.1 of the SHA within the RoFO Period (as this term is defined in Clause 14.2 of the SHA) and two (2) working days in the case of subsequent notifications of the transfer of parcels of shares in this RoFO Period (hereinafter, "**the Shares Offered**").
- (c) The Holding Companies interested in taking part in a RoFO must notify the rest of the Holding Companies in writing of their intention to do so. Should any of the Holding Companies not show an interest in taking part in a RoFO within the above deadline and/or announce its intention not to participate in it, the shares subject to the RoFO that would fall to it or them shall be distributed among the remaining Holding Companies on the basis of the prorata weighting of the respective shareholdings of their groups.
- (d) The Holding Companies that do show an interest shall negotiate in good faith and shall agree on the offer for the Shares Offered to be submitted in writing, in accordance with the provisions in Covenant 3.2.2 above, as soon as possible and, in any event, prior to the end of the submissions deadline for the offer as established in the SHA (hereinafter, "**the Offer**").
- (e) Under no circumstances shall the interested Holding Companies be obliged to honor the Offer if they did not agree with the terms and conditions that were finally set in accordance with the provisions of Covenant 3.2.2 above. Should any of the

interested Holding Companies finally desist from submitting the Offer under the terms agreed upon, it must notify the rest of the Holding Companies in writing of its decision and the corresponding shares shall be distributed among the remaining Holding Companies that are to submit the offer on the basis of the pro-rata weighting of the respective shareholdings of their groups.

- (f) Should the Holding Companies interested in exercising their RoFO fail to take over all of the Shares Offered, the interested Holding Companies shall seek one or various potential acquiring third parties that may be interested in submitting a joint offer with the interested Holding Companies and shall negotiate in good faith with this or these third parties the terms and conditions of the Offer that, in any event, must be approved by the Holding Companies in accordance with the provisions of Covenant 3.2.2 above. The Offer that the Holding Companies and the acquiring third party finally submit must be agreed upon and drawn up in writing.
- (g) This procedure shall not apply if all of the Holding Companies waive their right to avail themselves of the RoFO in writing.

6.2 Shareholders' representative

The Shareholders' representative pursuant to the provisions of Clause 21 (Current Shareholders' representative) of the SHA shall be Mr. Eloy Planes Cortés.

To change the person who acts as the representative, a resolution must be passed by the Syndicated Shareholders in accordance with the provisions of Covenant 3.2.2 above.

The Shareholders' representative that the Syndicated Shareholders may have appointed at any given time as per the provisions of Covenant 6.2 must assume the obligation of strictly complying with the provisions herein in order to exercise the rights and obligations of the Shareholders subject to this Agreement and the SHA. The Shareholders' representative shall be liable to the Shareholders for any damages that may arise from a breach by the Shareholders' representative as provided for herein.

6.3 Amendment of the agreements adopted with Piscine Luxembourg Holdings 1, S.à.r.l.

The amendment of any of the terms and/or conditions of the SHA must be unanimously agreed upon in advance by the Parties.

6.4 Prevalence of the SHA

In the event of any discrepancies between the provisions of this Agreement and the SHA, the provisions of the SHA shall prevail.

6.5 Termination of the SHA

The termination of the SHA pursuant to the provisions of Clause 20.2 of the SHA must be unanimously agreed upon in advance by the Parties.

The Parties hereby expressly agree that any reference made to the SHA in this Agreement and, specifically, in this Covenant Six, shall become null and void and understood not to have been included in this Agreement in the event of the termination of the SHA, and anything that does not refer to the SHA shall remain in force and be fully enforceable.

7. Non-competition

Except for the cases referred to in Schedule III or in cases in which Fluidra has given its written consent, during the Syndication Period the Holding Companies undertake to ensure that neither they nor any of the companies in their respective groups shall compete, directly or indirectly, with Fluidra in the sectors in which Fluidra pursues its activity at this date and/or on the date the shares are admitted to trading and, specifically:

- (a) not to participate in any way whatsoever in the management, whether as employees, directors or in any other capacity, of any company that renders any of the aforementioned services;
- (b) not to hold shares in entities that are competitors of Fluidra in Spain or abroad, unless they do not exceed one (1) percent (in the case of shares listed on a stock market) or five (5) percent in all other cases; and
- (c) not to request or actively offer, use or arrange, either directly or indirectly, the rendering of services with any person who holds or has held posts as director, or who works or has worked as a senior employee at Fluidra or any of the companies in its group in the two (2) years prior to being hired.

8. Term of the Agreement

This Agreement shall enter into force from the date Fluidra's shares are admitted to trading (i.e., 31 October 2007) and until the termination of the Syndication Period.

Notwithstanding the foregoing, if the SHA remains in force once the Syndication Period has come to an end, the following rules shall continue to apply in full to the Shareholders while the SHA remains in force and the Shareholders remain subject to the rights and obligations thereunder:

- (a) The Holding Companies shall maintain the right to appoint directors and to sit on the Committees, on the terms described in Covenant Five, provided their right to sit on the Board remains in force, as provided for in the SHA;
- (b) The rules on the exercise of the RoFO as per the provisions of Covenant 6.1 shall continue to apply;
- (c) There shall continue to be a Representative for the purposes of the SHA, on the terms and conditions arranged therein and in Covenant 6.2.

For the purposes of fulfilling the above rules, the provisions of Covenant 3.2.2 above on the obligation to hold Meetings in order to reach a consensus on the position of the Syndicated Shareholders shall remain in place, as shall the obligation to draw up minutes of the resolutions passed at the Meeting and the obligation to make a written record of the vote of each Syndicated Shareholder in any medium that ensures the rest of the Syndicated Shareholders receive it.

None of the provisions in this Covenant Eight shall be understood as constituting concerted action between the Shareholders, but rather simply an arrangement for the exercise of their rights under the SHA whilst it remains in force, where this Agreement is already in force at the time of the execution of the SHA.

9. Termination of the Agreement in the event of reduction of the shareholding in Fluidra

In addition to the provisions of Covenant 8 above, the Agreement shall terminate with respect to a Holding Company and its related Syndicated Shareholders in the event a Partial Termination Event occurs at such Holding Company with the following specific characteristics:

- (a) the Holding Company subject to the Partial Termination Event shall additionally lose any right to appoint directors, committee members or offices at the Company to which it may be entitled under the SHA and shall undertake to cooperate with the rest of the Holding Companies that continue to be parties to the Agreement to ensure that such Holding Companies can exercise those rights under the SHA; and
- (b) while the SHA remains in force, Covenant 6 of this Agreement shall continue to apply to the Holding Company and its related Syndicated Shareholders that are subject to a Partial Termination Event.

In addition, the Agreement shall be terminated and rendered ineffective where three (3) Holding Companies are subject to a Partial Termination Event, with the following specific characteristics:

- (a) the three (3) Holding Companies that are subject to a Partial Termination Event shall additionally lose any right to appoint directors, committee members or offices at the Company to which they may be entitled under the SHA and shall undertake to cooperate with the Holding Company that has not been subject to a Partial Termination Event to ensure that such Holding Company can exercise those rights under the SHA; and
- (b) while the SHA remains in force, Covenant 6 of this Agreement shall continue to apply to the three Holding Companies and their related Syndicated Shareholders that are subject to a Partial Termination Event.

For the above purposes, a Holding Company that is subject to a Partial Termination Event shall notify each and every one of the remaining Holding Companies as soon as possible, by any medium that ensures receipt of the notification.

10. Prior Agreements

This Agreement overrides and replaces any other previous agreement, regulation or arrangement between the Shareholders in respect of the subject matter of this Agreement.

11. Breach

In the event of the gross breach by any of the Parties of the provisions contained in this Agreement, and notwithstanding any right or remedy provided for in the applicable legislation, any Syndicated Shareholder in breach shall be obliged to pay the other Syndicated Shareholders, as a penalty clause, an amount equal to 500,000 euros. The Parties acknowledge, in light of the serious damage that a gross breach would cause to the non-breaching Parties, the proportional nature of the penalty provided for in this Covenant in addition to the right of the non-breaching Parties to receive indemnification for the damage and loss suffered.

12. Settlement of disputes

All disputes related to the existence, validity, interpretation, scope, content, execution, suspension, termination, rescission, dissolution or liquidation of the Syndicate, the Agreement or any of its Schedules or supplementary documents enforcing or supplementing it, or any other resolution passed by the Meeting, shall be resolved by Arbitration, and the Shareholders expressly waive any other legal action or jurisdiction to which they may have recourse.

All matters submitted to Arbitration shall be resolved in the framework of the Court of Arbitration of Barcelona (TAB), pursuant to its Regulations and By-Laws.

Arbitration shall take place in Barcelona and the TAB shall hand down its ruling at law. The applicable law shall be the law generally applicable in Spain.

When the arbitration proceedings begin, each party shall set aside a reserve fund to cover their fees and costs.

The Shareholders affected undertake to abide by the arbitration ruling handed down by the TAB.

The Arbitrators shall be entitled to interpret the covenants of this Agreement and any provisions supplementing it and, if applicable, to add any omissions that they may contain due to oversight or unenforceability.

Arbitration must be conducted within a maximum deadline of six (6) months.

Should legal assistance be required for arbitration, the Shareholders must submit to the jurisdiction of the courts and tribunals to which Fluidra is subject on the basis of its registered address.

13. Applicable law

This Agreement is governed by the laws generally applicable in Spain.

Schedule I

Syndicated Shares at 7 May 2024

	Number of shares	% of share capital	
BOYSER, S.R.L.	2,257,283	1.1749%	
BOYSER CORPORATE PORTFOLIO, S.L.U.	12,746,058	6.6341%	
TOTAL BOYSER	15,003,341		7.8090%
DISPUR, S.L.	1,394,458	0.7258%	
DISPUR POOL, S.L.U.	12,678,421	6.5989%	
TOTAL DISPUR	14,072,879		7.3247%
EDREM, S.L.	591,724	0.3080%	
EDREM CARTERA, S.L.U.	12,723,190	6.6222%	
TOTAL EDREM	13,314,914		6.9302%
ANIOL, S.L.	1,217,016	0.6334%	
PIUMOC INVERSIONS, S.L.U.	10,759,599	5.6002%	
TOTAL ANIOL	11,976,615		6.2336%
TOTAL SYNDICATED SHARES	54,367,749		28.2975%

Schedule II

Subrogation Document

In [●], on [●] [●], [●]

For the attention of:

Boyser, S.L.
[●]

Boyser Corporate Portfolio, S.L.U.
[●]

Dispur, S.L.
[●]

Dispur Pool, S.L.U.
[●]

Edrem, S.L.
[●]

Edrem Cartera, S.L.U.
[●]

Aniol, S.L.
[●]

Piumoc Inversions, S.L.U.
[●]

The undersigned, acting on behalf of [*third-party acquirer of Shares*] (hereinafter, the “Acquiring Shareholder”) hereby agrees to be subrogated, as of today’s date, in all respects to the contractual position of the [*Shareholder transferring the Shares*] (hereinafter, the “Transferring Shareholder”) in the Syndication Agreement entered into on 5 September 2007 between Dispur, S.L., Aniol, S.L., Boyser, S.L. and Edrem, S.L. in respect of the shares of the company Fluidra, S.A., as such Agreement has been amended (the most recent amendment being 7 May 2024) and is currently in force, in relation to the shares of Fluidra, S.A. that the Acquiring Shareholder is going to acquire from the Transferring Shareholder.

In witness whereof for all intents and purposes, I hereby sign this instrument in the place and on the date first stated above.

On behalf of the Acquiring Shareholder

[•]
Title:

Received and accepted:

On behalf of Boyser, S.L.

[•]

On behalf of Boyser Corporate Portfolio, S.L.U.

[•]

On behalf of Dispur, S.L.

[•]

On behalf of Dispur Pool, S.L.U.

[•]

On behalf of Edrem, S.L.

[•]

On behalf of Edrem Cartera, S.L.U.

[•]

On behalf of Aniol, S.L.

[•]

On behalf of Piumoc Inversions, S.L.U.

Schedule III

Exceptions to the non-competition undertaking

IBERSPA, S.L.