



TIER1 TECHNOLOGY, S.A.
c/ Boabdil, 6, Edificio Vega del Rey, 7
Camas, Sevilla

Sevilla, 14 de enero de 2025

Tier1 Technology, S.A. (en adelante "Tier1", la "Sociedad" o el "Emisor"), en virtud de lo previsto en el artículo 17 del Reglamento (UE) nº 596/2014 sobre abuso de mercado y en el artículo 227 de la Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión, y disposiciones concordantes, así como en la Circular 3/2020 del segmento BME Growth de BME MTF Equity, pone en conocimiento del mercado la siguiente

Otra Información Relevante

En el día de hoy se ha comunicado al Consejo de Administración de la Sociedad la celebración de un acuerdo entre accionistas, suscrito en esta misma fecha entre Retex S.p.A. – Società Benefit, Microsistemas y Software, S.L.U., D. Francisco Javier Rubio González, D. Eduardo Fuentesal Ñudi y D. Leandro Gayango García, el cual incorpora ciertas cláusulas que podrían tener la consideración de pacto parasocial a los efectos de la Circular 3/2020, de 30 de julio, sobre la información a suministrar por empresas incorporadas a negociación en el segmento BME Growth de BME MTF Equity.

En este sentido, se acompaña a la presente, como Anexo 1, transcripción literal de aquellas cláusulas del acuerdo que constituyen información relevante.

De conformidad con lo dispuesto en la Circular 3/2020 se indica que la información comunicada por la presente ha sido elaborada bajo la exclusiva responsabilidad de la Sociedad y sus administradores

Atentamente,

Eduardo Fuentesal Ñudi
Presidente del Consejo de Administración



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Seville 14 January 2025

Tier1 Technology, S.A. (hereinafter "Tier1", the "Company" or the "Issuer"), pursuant to the provisions of article 17 of Regulation (EU) No 596/2014 on market abuse and article 227 of Law 6/2023 of 17 March on Securities Markets and Investment Services, and related provisions, as well as in BME MTF Equity Circular 3/2020 on information to be provided by companies listed for trading in the BME Growth segment of BME MTF Equity, (hereinafter "BME Growth") hereby informs you of the following

Other Relevant Information

On the day hereof the Board of Directors of the Company was notified of the execution of a shareholders' agreement, signed on this date between Retex S.p.A. - Società Benefit, Microsistemas y Software, S.L.U., Mr. Francisco Javier Rubio González, Mr. Eduardo Fuentesal Ñudi and Mr. Leandro Gayango García, which includes certain clauses that could be considered a shareholders' agreement for the purposes of Circular 3/2020, of 30 July, on the information to be provided by companies listed on the BME MTF Equity BME Growth segment.

In this regard, a literal transcription of those clauses of the agreement that qualify as relevant information is attached hereto as Annex 1.

In accordance with the provisions of the aforementioned Circular 3/2020, it is indicated that the information communicated herein has been prepared under the sole responsibility of the Company and its directors.

Yours faithfully,

Eduardo Fuentesal Ñudi
President of Management Board



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ANEXO 1/ ANNEX 1

EXTRACTO ORIGINAL DE LAS CLÁUSULAS CORRESPONDIENTES DEL ACUERDO DE ACCIONISTAS / ORIGINAL EXTRACT OF THE RELEVANT CLAUSES OF THE SHAREHOLDERS' AGREEMENT

This agreement (the “**Agreement**”) is entered into on 14 January, 2025.

BY AND BETWEEN

- I. **Retex, S.p.A – Società Benefit** (hereinafter, “**Retex**”), [...].
- II. **Microsistemas y Software, S.L.U. (“Microsistemas”)**, [...].
- III. **Mr. Francisco Javier Rubio González**, [...].
- IV. **Mr. Eduardo Fuentesal Ñudi**, [...].
- V. **Mr. Leandro Gayango García**, [...].

For the purposes of this Agreement, Microsistemas, Mr. Eduardo Fuentesal Ñudi and Mr. Leandro Gayango García shall be collectively referred to as the “**Historical Shareholders**” and each, individually, as a “**Historical Shareholder**”.

Retex and the Historical Shareholders shall be jointly referred to as the “**Parties**” and, each one of them individually, as a “**Party**”.

[...]

PRELIMINARY SECTION. – DEFINITIONS, INTERPRETATION RULES, PURPOSE, PREVALENCE, TERM, TERMINATION AND EFFECTIVENESS

[...]

4. Entry into force, term, termination and effectiveness

4.1 The Parties agree that the provisions of this Agreement shall not entry into force until completion of the Delisting.

4.2 As an exception of the foregoing, provisions contained in Clauses 5 (*No concerted action*), 0 (*Preliminary Commitments*), 22 (*Confidentiality*) and 28 (*Applicable Law and arbitration*) shall enter into force on the date of execution of this Agreement.

[...].



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6. Preliminary Commitments

- 6.1 Retex undertakes to promote the Delisting if and only if the current regulations applicable for delisting companies from the BME Growth are not amended in a way that significantly and adversely affects the substantive terms on which the contemplated Delisting could take place.
- 6.2 Without prejudice to the previous paragraph, the Historical Shareholders undertake, from the date of signature of this Agreement, to exercise their voting and political rights in the Company to facilitate the Delisting.
- 6.3 If the regulations applicable for delisting companies from the BME Growth had changed at the time of delisting the Company in a way that significantly and adversely affects the substantive terms on which the contemplated Delisting could take place, Retex shall not be obliged to promote the Delisting, and the Historical Shareholders shall not be obliged to exercise their voting and political rights in the Company to facilitate it, provided that Retex has previously informed the Historical Shareholders that Retex will not proceed to promote the Delisting.
- 6.4 In such case, the Parties would consider in good faith, the possibility of promoting the Delisting under the new regulations.
- 6.5 The Parties agree, from the date of signature of this Agreement and until completion of the Delisting, unless otherwise agreed between them: (i) not to adopt any resolution in the governing bodies of the Company nor in any of its subsidiaries that, if this Agreement is in force, would determine the application of any of the protection rights of the Historical Shareholders included in Section II of this Agreement; (ii) not to carry out or agree to carry out any Transfer except for the acquisitions or Transfers between the Historical Shareholders, on one side, and Retex, on the other side; and (iii) to cause the Company and its subsidiaries to be managed in the ordinary course of business and consistent with past practice. For the avoidance of doubt, this provision will not limit in any way the right of Retex to promote the appointment of a new Board of Directors (provided that Mr. Francisco Javier Rubio González and Mr. Eduardo Fuentesal Nudi remain as directors of the Company).

[...].