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Listing Particulars

Not for General Circulation
in the United States

eDreams ODIGEO

eDreams ODIGEO, S.A.

€375,000,000 4.875% Senior Secured Notes due 2030

guaranteed by

certain of its subsidiaries

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eDreams ODIGEO, S.A. ("we," "us," the "Issuer" or the "Company") issued €375,000,000 aggregate principal amount of 4.875% Senior Secured Notes due 2030 (the "Notes") pursuant to an indenture (the "Indenture") to be dated as of June 27, 2025 (the "Issue Date"). The Notes will mature on December 30, 2030.

The Notes will bear interest at a rate of 4.875% per annum, paid semi-annually in arrears on June 30 and December 30 of each year, commencing on December 30, 2025. Prior to June 30, 2027, we may redeem the Notes in whole or in part at any time by paying a "make whole" premium. We may redeem the Notes in whole or in part at any time on or after June 30, 2027, at the redemption prices set forth in this offering memorandum (the "Offering Memorandum"), plus accrued and unpaid interest to, but not including, the redemption date. In addition, at any time prior to June 30, 2027, we may redeem at our option up to 40% of the aggregate principal amount of Notes with the net cash proceeds from certain equity offerings at the redemption price set forth in this Offering Memorandum, if at least 50% of the aggregate principal amount of Notes issued under the Indenture remain outstanding after the redemption. In addition, at any time prior to June 30, 2027, we may redeem in each calendar year up to 10% of the original aggregate principal amount of the Notes (including the aggregate principal amount of any additional Notes issued) at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest to, but not including, the redemption date.

Additionally, we may redeem all of the Notes, at any time, at a price equal to the principal amount thereof plus accrued and unpaid interest, if any, and additional amounts, if any, upon the occurrence of certain changes in applicable tax law. Upon the occurrence of certain events constituting a "change of control," we may be required to make an offer to repurchase the Notes at 101% of the principal amount redeemed, plus accrued and unpaid interest, if any, and additional amounts, if any.

The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities (as defined herein) and the counterparties under certain hedging obligations) over (x) the issued share capital of Opodo Limited ("Opodo") by the Issuer or over the issued share capital of the direct Subsidiary (as defined herein) of the Issuer (other than Opodo), as applicable and (y) any Loan Receivables (as defined herein) by the Issuer. In addition, certain of the Issuer's subsidiaries jointly and severally guarantee the Notes (the "Guarantees"). See "Description of the Notes—Security—The Collateral." Local laws may limit your rights to enforce certain guarantees, and, in addition, your rights with respect to the Notes and the Guarantees will be subject to the Intercreditor Agreement (as defined herein).

The proceeds from the issuance of the Notes will be used, together with cash on balance sheet, to fund the redemption of the outstanding 2027 Notes (as defined herein), and to pay any commissions, fees and expenses (including early redemption premia), in connection with the Refinancing Transaction (as defined herein). We intend to redeem the 2027 Notes, in accordance with the terms and conditions set forth in the indenture governing the 2027 Notes. See "Use of Proceeds." This Offering Memorandum is not a notice of redemption in respect of the 2027 Notes.

There is currently no public market for the Notes. We have applied for the Notes to be admitted to the Official List of the Luxembourg Stock Exchange ("LuxSE") for trading on the Euro MTF Market of the LuxSE ("Euro MTF").

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There are no assurances that the Notes will remain listed and admitted to trade on the Euro MTF. This Offering Memorandum includes information on the terms of the Notes, including redemption and repurchase prices, covenants and transfer restrictions and constitutes a prospectus for purposes of Part IV of the Luxembourg Law on prospectuses for securities dated July 16, 2019.

Investing in the Notes involves a high degree of risk. See "Risk Factors" beginning on page 32.

Issue Price: 100.000% of principal
plus accrued interest, if any, from the Issue Date.

This Offering Memorandum does not constitute an offer to sell, or the solicitation of an offer to buy, securities in any jurisdiction where such offer or solicitation is unlawful. The Notes have not been and will not be registered under the U.S. federal or state securities laws or the securities laws of any other jurisdiction and may not be offered or sold within the U.S. or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act of 1933 ("Regulation S"), as amended (the "Securities Act")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Initial Purchasers named below are offering the Notes only to "qualified institutional buyers" ("QIBs"), as defined in Rule 144A under the Securities Act ("Rule 144A"), in reliance on Rule 144A, and to persons outside the U.S. in reliance on Regulation S. See "Notice to Investors" and "Transfer Restrictions" for further details about eligible offerees and resale restrictions.

The Notes were issued in registered form in denominations of €100,000 and integral multiples of €1,000 in excess thereof and are only transferable in minimum principal amounts of €100,000 and integral multiples of €1,000 in excess thereof. The Notes were represented on issue by global Notes, which were delivered through Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking, S.A. ("Clearstream") on the Issue Date.

Joint Global Coordinators

Deutsche Bank **Barclays**

Santander **Société Générale**

Joint Bookrunners

BBVA **Morgan Stanley**

The date of this Offering Memorandum is June 10, 2025.

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NOTICE TO INVESTORS

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS AND, SUBJECT TO CERTAIN EXCEPTIONS, MAY NOT BE OFFERED OR SOLD IN THE U.S. OR TO U.S. PERSONS. SEE "PLAN OF DISTRIBUTION" AND "TRANSFER RESTRICTIONS." INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF ANY SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offering Memorandum, and, if given or made, any such information or representation must not be relied upon as having been authorized by us, any of our affiliates or the Initial Purchasers or their respective affiliates. This Offering Memorandum does not constitute an offer of any securities other than those to which it relates or an offer to sell, or a solicitation of an offer to buy, to any person in any jurisdiction where such an offer or solicitation would be unlawful. Neither the delivery of this Offering Memorandum nor any sale made under it shall, under any circumstances, create any implication that there has been no change in our affairs or certain of our subsidiaries since the date of this Offering Memorandum or that the information contained in this Offering Memorandum is correct as of any time subsequent to that date.

By receiving this Offering Memorandum, investors acknowledge that they have had an opportunity to request for review, and have received, all additional information they deem necessary to verify the accuracy and completeness of the information contained in this Offering Memorandum. Investors also acknowledge that they have not relied on the Initial Purchasers in connection with their investigation of the accuracy of this information or their decision whether to invest in the Notes.

The contents of this Offering Memorandum are not to be considered legal, business, financial, investment, tax or other advice. Prospective investors should consult their own counsel, accountants and other advisors as to legal, business, financial, investment, tax and other aspects of a purchase of the Notes. In making an investment decision, investors must rely on their own examination of us and our affiliates, the terms of the offering of the Notes and the merits and risks involved.

This issuance was made in reliance upon exemptions from registration under the Securities Act for an offer and sale of securities that does not involve a public offering. The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and applicable securities laws of any other jurisdiction pursuant to registration or exemption therefrom. If you purchase the Notes, you will be deemed to have made certain acknowledgments, representations and warranties as detailed under "Transfer Restrictions." The Notes have not been and will not be registered with, recommended by or approved by the U.S. Securities and Exchange Commission (the "SEC") or any other U.S. federal, state or foreign securities commission or regulatory authority, nor has the SEC or any such commission or regulatory authority reviewed or passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense in the United States.

We have applied for the Notes to be admitted to the Official List of the LuxSE for trading on the Euro MTF. In the course of any review of the relevant listing particulars by the competent authority, we may be requested to make changes to the financial and other information included in this Offering Memorandum. We may also be required to update the information in this Offering Memorandum and update the relevant listing particulars to reflect changes in our business, financial condition or results of operations and prospects. The application to have the Notes admitted to the Official List of the LuxSE for trading on the Euro MTF will not be approved as of the Issue Date.

The Initial Purchasers and Deutsche Trustee Company Limited (the "Trustee") make no representations or warranties, express or implied, as to the accuracy or completeness of the information contained in this Offering Memorandum. Nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers of the Trustee as to the past or future.

We have prepared this Offering Memorandum solely for use in connection with the offer of the Notes to QIBs under Rule 144A and to non-U.S. persons (within the meaning of Regulation S) outside the United States under Regulation S. You agree that you will hold the information contained in this Offering Memorandum and the transactions contemplated hereby in confidence. You may not distribute this Offering Memorandum to any person other than a person retained to advise you in connection with the purchase of any Notes.

We reserve the right to withdraw the offering of the Notes at any time. We and the Initial Purchasers reserve the right to reject any offer to purchase the Notes in whole or in part for any reason or for no reason and to allot to any prospective purchaser less than the full amount of the Notes sought by such purchaser. The Initial Purchasers and certain related entities may acquire a portion of the Notes for their own account.

The laws of certain jurisdictions may restrict the distribution of this Offering Memorandum and the offer and sale of the Notes. Persons into whose possession this Offering Memorandum or any of the Notes come must inform themselves about, and observe, any such restrictions. Neither we, the Initial Purchasers, the Trustee nor their respective representatives are making any representation to any offeree or any purchaser of the Notes regarding the legality of any investment in the Notes by such offeree or purchaser under applicable investment or similar laws or regulations. For a further description of certain restrictions on the offering and sale of the Notes and the distribution of this Offering Memorandum, see "Notice to Investors in the European Economic Area," "Notice to Certain Other Investors" and "Transfer Restrictions."

To purchase the Notes, investors must comply with all applicable laws and regulations in force in any jurisdiction in which investors purchase, offer or sell the Notes or possess or distribute this Offering Memorandum. Investors must also obtain any consent, approval or permission required by such jurisdiction for investors to purchase, offer or sell any of the Notes under the laws and regulations in force in any jurisdiction to which investors are subject. Neither we, nor our affiliates, the Trustee or the Initial Purchasers or their respective affiliates will have any responsibility therefor.

No action has been taken by the Initial Purchasers, us or any other person that would permit an offering of the Notes or the circulation or distribution of this Offering Memorandum or any offering material in relation to us or our affiliates or the Notes in any country or jurisdiction where action for that purpose is required.

The Notes were issued in fully registered form, in denominations of €100,000 and integral multiples of €1,000 in excess thereof. Notes sold to QIBs in reliance on Rule 144A will initially be represented by one or more global Notes in registered form without interest coupons attached (the "Rule 144A Global Notes"). Notes sold to non-U.S. persons outside the U.S. in reliance on Regulation S will be represented by one or more global Notes in registered form without interest coupons attached (the "Regulation S Global Notes" and, together with the Rule 144A Global Notes, the "Global Notes"). The Global Notes representing the Notes were deposited, on the Issue Date, with, or on behalf of, a common depositary for the accounts of Euroclear and Clearstream and registered in the name of the nominee of the common depositary. Prior to the date that is 40 days after the later of the commencement of the offering or the Issue Date, beneficial interests in a Regulation S Global Note may not be able to be offered, sold or delivered to, or for the account or benefit of, U.S. persons pursuant to restrictions under the U.S. federal securities laws. See "Book-Entry, Delivery and Form."

We accept responsibility for the information contained in this Offering Memorandum. To the best of our knowledge and belief (having taken reasonable care to ensure that such is the case), the information contained in this Offering Memorandum is in accordance with the facts in all material respects and does not omit anything likely to affect the import of such information in any material respect. We accept responsibility accordingly.

Prospective investors should rely only on the information contained in the Offering Memorandum. Neither we nor the Initial Purchasers have authorized anyone to provide prospective investors with different information, and prospective investors should not rely on any such information. Neither we, the Guarantors nor the Initial Purchasers are making an offer of these Notes in any jurisdiction where this offer is not permitted. Prospective investors should not assume that the information contained in this Offering Memorandum is accurate as of any date other than the date on the front of this Offering Memorandum. This Offering Memorandum may only be used for the purposes for which it has been prepared.

IN CONNECTION WITH THIS ISSUE, DEUTSCHE BANK AKTIENGESELLSCHAFT (THE "STABILIZING MANAGER") (OR PERSONS ACTING ON BEHALF OF THE STABILIZING

MANAGER) MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL FOR A LIMITED PERIOD AFTER THE ISSUE DATE. HOWEVER, THERE IS NO OBLIGATION ON THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) TO UNDERTAKE SUCH ACTION. SUCH STABILIZING ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES TAKES PLACE AND, IF BEGUN, MAY BE DISCONTINUED AT ANY TIME BUT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILIZING ACTION OR OVER ALLOTMENT MUST BE CONDUCTED BY THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "PLAN OF DISTRIBUTION."

NOTICE TO INVESTORS IN THE EUROPEAN ECONOMIC AREA

This Offering Memorandum has been prepared on the basis that all offers of the Notes in member states ("Member States") of the European Economic Area (the "EEA") will be made pursuant to an exemption under Regulation (EU) 2017/1129, as amended (the "Prospectus Regulation") from the requirement to produce and publish a prospectus for offers of the Notes. Accordingly, any person making or intending to make any offer within the EEA of the Notes should only do so in circumstances in which no obligations arise for us or any of the Initial Purchasers to produce a prospectus for such offer. Neither we nor the Initial Purchasers have authorized, nor do we or they authorize, the making of any offer of Notes through any financial intermediary, other than offers made by the Initial Purchasers, which constitute a final placement of the Notes contemplated in this Offering Memorandum.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("MiFID II") or (ii) a customer within the meaning of Directive 2016/97/EU, as amended (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared, and, therefore, offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

NOTICE TO CERTAIN OTHER INVESTORS

Spain

This Offering Memorandum has not been and will not be registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*). Therefore, the Notes may not be offered, sold or distributed in Spain, nor must any subsequent resale of the Notes be carried out, or publicity or marketing of any kind be made in Spain, in relation to the Notes except (a) in circumstances which do not require the publication of a prospectus in accordance with the Prospectus Regulation and article 35 of Law 6/2023, on Securities Markets and Investments Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*), as amended and restated from time to time (the "Spanish Securities Market Act"), and supplemental rules enacted thereunder or in substitution thereof from time to time, or pursuant to an exemption from registration in accordance with the Prospectus Regulation, article 35 of the Spanish Securities Market Act or the Royal Decree 814/2023 of

November 8, 2023, on financial instruments, admission to trading, registration of transferable securities, and market infrastructures (*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*), and supplemental rules enacted thereunder or in substitution thereof from time to time, or are not deemed a public offering (*oferta pública*) in accordance with Article 2 (d) of the Prospectus Regulation; and (b) by institutions authorized to provide investment services in Spain under MiFID II, the Spanish Securities Market Act (and related legislation) and Royal Decree 813/2023, of November 8, on the legal regime of investment firms and other entities providing investment services *(Real Decreto 813/2023, de 8 de noviembre, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*).

United Kingdom

This Offering Memorandum is for distribution only to, and is directed solely at, persons who (i) are outside the United Kingdom (the "UK"), (ii) are investment professionals, as such term is defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Financial Promotion Order"), (iii) are persons falling within Articles 49(2)(a) to (d) of the Financial Promotion Order or (iv) are persons to whom an invitation or inducement to engage in investment banking activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (as amended, the "FSMA")) in connection with the issue or sale of any Notes may otherwise be lawfully communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This Offering Memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Offering Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this Offering Memorandum or any of its contents.

The Notes are not intended to be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, the expression "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (as amended, the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared, and, therefore, offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Each Initial Purchaser has represented and agreed that (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to us or the Guarantors; and (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

France

This Offering Memorandum has not been approved and will not be submitted for approval by the French *Autorité des marchés financiers* (the "AMF"). The Notes will only be offered or sold, directly or indirectly, in France to, and this Offering Memorandum and any other offering, material relating to the Notes will only be distributed or caused to be distributed in France to, qualified investors (*investisseurs qualifiés*) as defined in Article 2(e) of the Prospectus Regulation and in accordance with Article L.411-2 1° of the French Monetary and Financial Code. Investors in France and persons into whose possession this Offering Memorandum or any other offering materials relating to the Notes come must inform themselves about, and observe, any such restrictions.

The Netherlands

For selling restrictions in respect of the Netherlands, see "Notice to Investors in the European Economic Area" above and in addition:

Each Initial Purchaser has represented and agreed that it will not make an offer of the Notes which are the subject of the offering contemplated by this Offering Memorandum to the public in the Netherlands in reliance on Article 3(2) of the Prospectus Directive unless such offer is made exclusively to legal entities which are qualified investors (as defined in the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*, the "NLFMSA")) in the Netherlands.

For the purposes of this provision, the expressions (i) an "offer of the Notes to the public" in relation to any Notes in the Netherlands; and (ii) "Prospectus Directive," have the meanings given to them above in the paragraph headed "Notice to Investors in the European Economic Area."

Republic of Italy

The offering of the Notes has not been cleared by *Commissione Nazionale per le Società e la Borsa* ("CONSOB") pursuant to Italian securities legislation and will not be subject to formal review or clearance by CONSOB. No Notes may be offered, sold or delivered, directly or indirectly, nor may copies of this Offering Memorandum or any other offering circular, prospectus, form of application, advertisement, other offering material or other information or document relating to the Issuer, or the Notes be issued, distributed or published in the Republic of Italy, either on the primary or on the secondary market, except:

(a) to qualified investors (*investitori qualificati*), as defined by Article 2, paragraph (e) of the Prospectus Regulation; or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 100 of Italian Legislative Decree No. 58 of February 24, 1998, as amended (the "Italian Financial Services Act") and the implementing CONSOB regulations, including Article 34-*ter* of Regulation No. 11971 of May 14, 1999 as amended (the "Regulation No. 11971") and any other applicable laws and regulations.

Any such offer, sale or delivery of the Notes or distribution of copies of this Offering Memorandum or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must be: (i) made by *soggetti abilitati* (including investment firms, banks or financial intermediaries, as defined by Article 1, first paragraph, letter r, of the Italian Financial Services Act), to the extent duly authorized to engage in the placement and/or underwriting and/or purchase of financial instruments in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 20307 of February 15, 2021 and Legislative Decree No. 385 of September 1, 1993 (the "Italian Banking Act") (in each case as amended from time to time) and any other applicable laws and regulations; (ii) in compliance with all relevant Italian securities, tax, exchange control and any other applicable laws and regulations and any other applicable requirement or limitation that may be imposed from time to time by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Australia

Neither this Offering Memorandum, nor any other prospectus or disclosure document (as defined in the Corporations Act 2001 (Cth) of Australia (the "Australian Corporations Act")) in relation to the Notes has been, or will be, lodged with the Australian Securities and Investments Commission ("ASIC") or the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) ("ASX") or any other governmental agency.

Each Initial Purchaser has represented and agreed that it (a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of any Notes in Australia (including an offer or invitation which is received by a person in Australia) and (b) has not distributed or published, and will not distribute or publish, this Offering Memorandum or any other offering material or advertisement relating to the Notes in or into Australia, unless in each case:

(a) the aggregate consideration payable by each offeree or invitee is at least A$500,000 (or the equivalent in another currency, in either case disregarding moneys lent by the person making the offer or the invitation or its associates)

or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Australian Corporations Act;

(b) the offer, invitation or distribution is not made to a person who is a "retail client" within the meaning of section 761G of the Australian Corporations Act;

(c) the offer, invitation or distribution complies with all applicable laws, regulations and directives in Australia relating to the offer, invitation, sale and resale of the Notes; and

(d) such action does not require any document to be lodged with ASIC or the ASX or any regulatory authority in Australia.

Canada

The Notes may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable Canadian securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor. Pursuant to Section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("NI 33-105"), the Initial Purchasers are not required to comply with the disclosure requirements of NI 33- 105 regarding underwriter conflicts of interest in connection with this offering.

Portugal

This Offering Memorandum has not been and will not be registered with the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*) and no action has been or will be taken that would permit a public offering of any of the Notes in Portugal. Accordingly, no Notes may be offered, sold or distributed except in circumstances that will result in compliance with any applicable laws and regulations, in particular with article 109 of the Portuguese Securities Code (*Código dos Valores Mobiliários*), approved by Decree Law 486/99, of November 13 (as amended) and the Prospectus Regulation.

Sweden

This Offering Memorandum does not constitute a public offer or an advertisement of securities to the public in the kingdom of Sweden. The Notes will not and may not be offered, sold, advertised or otherwise marketed in Sweden under circumstances that would constitute a public offering of securities under Swedish law. Any offer or sale of the securities in Sweden will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offer of notes. This Offering Memorandum is not a prospectus and has not been prepared in accordance with the prospectus requirements under the Prospectus Regulation or any other Swedish enactment. Neither the Swedish Financial Supervisory Authority (*Finansinspektionen*) nor any other Swedish public body has examined, approved or registered this Offering Memorandum or will examine, approve or register this Offering Memorandum.

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USE OF TERMS AND CONVENTIONS

In this Offering Memorandum, unless otherwise specified or the context otherwise requires:

- "2024 Consolidated Financial Statements" refers to the audited consolidated financial statements for the Company as of and for the year ended March 31, 2024, containing comparative financial information as of and for the year ended March 31, 2023, including the notes thereto;
- "2025 Consolidated Financial Statements" refers to the audited consolidated financial statements for the Company as of and for the year ended March 31, 2025, containing comparative financial information as of and for the year ended March 31, 2024, including the notes thereto;
- "2027 Notes Indenture" refers to the Indenture governing the 2027 Notes dated February 2, 2022, by and among, *inter alios*, the Company and the Trustee as amended and supplemented from time to time;
- "2027 Notes" refers to our €375,000,000 5.50% Senior Secured Notes due 2027, issued on February 2, 2022, under the 2027 Notes Indenture;
- "AdWords" refers to Google's advertising service for businesses wanting to display ads on Google and its advertising network;
- "Affiliate" refers to any person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control," as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise;
- "Amadeus" refers to Amadeus IT Group, S.A.;
- "ARC" refers to the Airlines Reporting Corporation, Arlington, Virginia;
- "Ardian Funds" refers to funds advised or managed by Ardian France S.A. (formerly known as AXA Investment Managers Private Equity Europe);
- "Board of Directors" refers to our board of directors, as referred to in "Management—Board of Directors";
- "BSP" refers to a billing and settlement plan;
- "BudgetPlaces" refers to, collectively, Tierrabella Invest, S.L., a company organized under the laws of the Kingdom of Spain, having its registered office at Calle López de Hoyos 35, 2, 28002, Madrid, Spain, and registered with the Mercantile Registry of Barcelona under number B 65440638, and its subsidiary, Engrande, S.L., and, where the context requires, the brands allocated with such entities;
- "Bylaws" refers to our bylaws (*estatutos sociales*), as amended from time to time;
- "Combination" refers to the combination of the eDreams Group with the Go Voyages Group and the Opodo Group to form eDreams ODIGEO effective June 30, 2011;
- "Consolidated Financial Statements" refers to the 2024 Consolidated Financial Statements and the 2025 Consolidated Financial Statements, collectively;
- "CRM" refers to customer relationship management;
- "CSM" or "CEO Staff Member" refers to each of the Chief Executive Officer, the Chief Operating Officer, the Chief Trading Officer, the Chief Marketing Officer, the Chief Financial Officer, the Chief People

Officer, the Chief Technology Officer, the Chief Retail and Product Officer and the Chief Vacation Products Officer;

- "Direct Connect" and "Direct Connects" refer to the proprietary technology we use to distribute certain network and low-cost carrier flight products (and, where the context requires, such flight products) by either connecting customers directly to an airline's proprietary inventory platform that we can access under a formal agreement or by facilitating customers to book via an airline's public access website, in each case, without the intermediation of a GDS;

- "Director" refers to a member of the Board of Directors;

- "Dynamic Packages" refers to dynamically priced packages consisting of a flight product, a hotel booking and/or other ancillary travel products that travelers customize based on their individual specifications by combining select products from different travel suppliers through us;

- "eDreams" and "eDreams Group" refer to eDreams, Inc., a corporation incorporated under the laws of the State of Delaware on January 28, 1999, having its registered office at 1209 Orange Street, Wilmington, DE, 19801, United States, and its subsidiaries, and, where the context requires, the brands associated with such entities;

- "eDreams Gibraltar" refers to eDreams (Gibraltar) Limited, a company organized under the laws of Gibraltar with company number 121458 and having its registered office at 21 Engineer Lane, GX11 1AA, Gibraltar;

- "eDreams Italy" refers to eDreams S.R.L., a company organized under the laws of Italy, having its registered office at Via Gustavo Faran n.26, Milano, 20124, Italy;

- "eDreams International" means eDreams International Network, S.L., a company organized under the laws of the Kingdom of Spain, having its registered office at Calle López de Hoyos 35, 2, 28002, Madrid, Spain, registered with the Commercial Registry of Madrid under Tomo 37323, Folio 67, Hoja M-664083 and with Spanish tax number (NIF) B62443700;

- "eDreams ODIGEO" and the "Company" refer to eDreams ODIGEO, S.A., a public limited liability company (*sociedad anónima*) organized under the laws of the Kingdom of Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002, Madrid, Spain, incorporated on February 23, 2011, and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332 and Spanish tax number (NIF) A02850956;

- "EU" and "European Union" refer to the European Union;

- "EUR," "euro," "Euros" and "€" refer to the single currency introduced at the start of the third stage of the European Economic Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time;

- "flight business" refers to our operations relating to the supply of flight mediation services;

- "flight mediation services" refers to the mediation services we supply to travelers related to flight products;

- "flight products" refers to flight bookings (network carrier and low-cost carrier flights) and related travel insurance;

- "GBP," "sterling," "pounds sterling" or "£" refer to the lawful currency of the United Kingdom;

- "GDP" refers to gross domestic product;

- "GDPR" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

- "GDS" refers to a global distribution system, also referred to as a computer reservation service, which provides a centralized, comprehensive repository of travel products, including availability and pricing of seats on airline flights and hotel accommodations;

- "Geo Travel Pacific" refers to Geo Travel Pacific Pty Ltd (ABN 33 167 794 756), a company incorporated under the laws of the Commonwealth of Australia, having its registered office at C/- Gunderson Briggs, Level 2, 117 Clarence Street, Sydney, 2000, New South Wales, 2000, Australia;

- "Go Voyages" and "Go Voyages Group" refer to, before the Combination, Lyparis S.A.S. and its subsidiaries and, following the Combination, Go Voyages S.A.S., a public limited liability company (*société par actions simplifiée*) organized under the laws of France, having its registered office at 34 rue Laffitte, 75009 Paris, France, and registered with the Paris Register of Commerce and Companies (*Registre du commerce et des sociétés*) under number 522 727 700 and Go Voyages Trade S.A.S., a public limited liability company (*société par actions simplifiée*) organized under the laws of France, having its registered office at 34 rue Laffitte, 75009 Paris, France, and registered with the Paris Register of Commerce and Companies (*Registre du commerce et des sociétés*) under number 508 572 344 and, where the context requires, the brands associated with such entities;

- "Group" refers to the Company and its subsidiaries;

- "Guarantors" refers to, collectively, Opodo Limited (United Kingdom), Go Voyages S.A.S. (France), Liligo Metasearch Technologies S.A.S. (France), Go Voyages Trade S.A.S. (France), eDreams S.R.L. (Italy), Vacaciones eDreams, S.L. (Spain), eDreams International Network, S.L. (Spain), Travellink AB (Sweden), Geo Travel Pacific Pty Ltd (Australia), eDreams, Inc. (Delaware, United States), eDreams (Gibraltar) Limited (Gibraltar) and Viagens eDreams Portugal – Agência de Viagens, Lda (Portugal);

- "IATA" refers to the International Air Transport Association and, where the context requires, reports, statistics and other publications by such entity;

- "IFRS" refers to the International Financial Reporting Standards, as adopted by the European Union;

- "Indenture" refers to the Indenture governing the Notes dated on the Issue Date by and among, *inter alios*, the Issuer, the Guarantors and the Trustee;

- "Initial Purchasers" refers to Deutsche Bank Aktiengesellschaft, Banco Santander, S.A., Barclays Bank Ireland PLC, Société Générale, Banco Bilbao Vizcaya Argentaria, S.A., and Morgan Stanley Europe SE;

- "Intercreditor Agreement" refers to the Intercreditor Agreement originally dated October 4, 2016, as amended and restated from time to time, which was further amended and restated on the Issue Date, between, amongst others, the facility agent under the Super Senior Credit Facilities, the Trustee, the Company, various subsidiaries of the Company and the Security Agent;

- "IT" refers to information technology;

- "Liligo" refers to Liligo Metasearch Technologies S.A.S., a public limited liability company (*société par actions simplifiée*) organized under the laws of France, having its registered office at 34 rue Laffitte, 75009 Paris, France, registered with the Paris Register of Commerce and Companies (*Registre du commerce et des sociétés*) under number 483 314 134 (formerly a public limited liability company (*société anonyme*) known as "ODIGEO Paris Meta S.A." and prior to that as "Findworks Technologies S.A."), and, where the context requires, the brands associated with such entity;

- "low-cost carrier" or "LCC" refers to an airline with a lower operating cost structure than competitors that generally offers lower ticket fares and limited services, often charging for extra services like food, priority boarding, seat allocation and baggage;

- "Luxembourg" refers to the Grand Duchy of Luxembourg;

- "LuxSE" refers to the Luxembourg Stock Exchange;

- "network carrier" refers to an airline which typically has an international route network and actively markets connecting flights via airline hub airports and provides the transfer services for passengers and their baggage;

- "non-flight business" refers to our operations relating to the supply of non-flight mediation services, as well as other non-travel activities, such as advertising on our websites, incentives we receive from payment processors, charges on toll calls and Liligo's metasearch activity;

- "non-flight mediation services" principally refers to the mediation services we supply to travelers related to non-flight products;

- "non-flight products" principally refers to hotel bookings, Dynamic Packages, car rentals and vacation packages as well as related travel insurance;

- "Nordics" refers to Denmark, Finland, Norway and Sweden;

- "Opodo" and "Opodo Group" refer to Opodo Limited, a company organized under the laws of England and Wales, having its registered office at 12 Hammersmith Grove, London, England, W6 7AE, London, United Kingdom, and registered with the Companies House under number 04051797, and its subsidiaries, and, where the context requires, the brands associated with such entities;

- "OTA" refers to online travel agencies;

- "overcommissions" refers to the commissions paid by certain travel suppliers based on the achievement of specified annual targets;

- "Permira Funds" refers to one or more funds advised by Permira Asesores, S.L. or affiliated entities;

- "Phocuswright" refers to Phocuswright, P.O. Box 760, Sherman, Connecticut 06784, United States and 116 West 32nd Street, 14th Floor, New York, New York 10001, United States and, where the context requires, reports and other publications by such entity;

- "Principal Shareholder" refers to Permira Funds together with its Affiliates;

- "Refinancing Transaction" refers to the issuance of the Notes offered hereby and the application of proceeds as set out in "Use of Proceeds";

- "Rest of the World" refers to our operations in all other countries in which we operate except for Top 6, including, among others, the United States and Portugal;

- "Revolving Credit Facility" refers to the €185.0 million multi-currency super senior revolving credit facility made available under the Super Senior Credit Facilities as amended and restated on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes);

- "sector" refers to a part of the travel market;

- "Security Agent" refers to Société Générale, Sucursal En España;

- "segment" refers to our financial reporting segments: (i) the Prime and Non-Prime segments, and (ii) the Top 6 and Rest of the World segments (for a discussion, see "Management's Discussion and Analysis—Overview");

- "Shareholders" refers to the shareholders of eDreams ODIGEO;

- "Shares" refers to the ordinary shares in, and issued by, eDreams ODIGEO with a nominal value of €0.10 each;

- "Spain" refers to the Kingdom of Spain;

- "Spanish Guarantors" refers to Vacaciones eDreams, S.L., eDreams International Network, S.L. and any Guarantor incorporated under the laws of Spain;

- "Spanish Stock Exchanges" refers to the Madrid, Barcelona, Bilbao and Valencia stock exchanges;

- "Super Senior Credit Facilities" refers to the Super Senior Revolving Credit and Guarantee Facilities Agreement originally dated October 4, 2016, as amended and restated from time to time and most recently pursuant to an amendment agreement dated January 19, 2022, which amended facilities agreement is expected to be further amended and restated on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes), and entered into between, amongst others, the Company and certain of its subsidiaries, as borrowers, the Company and certain of its subsidiaries, as guarantors and Société Générale, Sucursal En España as agent and security agent, comprising a €185.0 million super senior revolving credit facility and a super senior bank guarantee facility (initially with zero commitments with the ability to increase the commitments through use of the accordion feature), as the same may be further amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part);

- "Top 6" refers to our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics;

- "Travellink" refers to Travellink AB, a limited liability company in the form of a Swedish *Aktiebolag* organized under the laws of Sweden, having its registered office at Birger Jarlsgatan 57B, 3tr, 113 56, Stockholm Sweden, and registered under number 556596-2650, and, where the context requires, the brands associated with such entity;

- "Trustee" refers to Deutsche Trustee Company Limited, as trustee under the Indenture;

- "UK" and "United Kingdom" refer to the United Kingdom of Great Britain and Northern Ireland;

- "U.S." and "United States" refer to the United States of America;

- "Vacaciones eDreams" refers to Vacaciones eDreams, S.L., a company organized under the laws of the Kingdom of Spain, having its registered office at Calle de Manzanares 4, 1ª, Oficina 108, 28005, Madrid, Spain, registered with the Commercial Registry of Madrid under Tomo 36897, Folio 121, Hoja M-660117 and with Spanish tax number (NIF) B61965778;

- "VAT" refers to value added tax (including any goods and services tax);

- "Viagens eDreams" refers to Viagens eDreams Portugal – Agência de Viagens, Lda, a company organized under the laws of Portugal, having its registered office at Rua Heróis e Mártires de Angola, 59, Piso 4, B400 4000 285 Porto, Portugal, registered with the Commercial Registry of Lisbon with the sole taxpayer and registry number 508532809, and with a share capital of €100,000;

- "Waylo" refers to the hotel booking platform TheWaylo.com;

- "we," "us" and "our" refer to the Company and its subsidiaries; and

- "XML" refers to extensible markup language, a set of rules for encoding documents in a format that is both human-readable and machine-readable.

For a description of the Non-GAAP measures and other key operating and performance measures used in this Offering Memorandum, please refer to "Presentation of Financial Information and Other Data—Non-GAAP Measures and Other Key Operating and Performance Measures."

FORWARD-LOOKING STATEMENTS

This Offering Memorandum includes forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995 and the securities laws of certain applicable jurisdictions. These forward-looking statements include, but are not limited to, the discussion of the changing dynamics of the marketplace, our growth outlook in the travel industry both within and outside our Top 6 and Rest of the World markets, the continued roll-out of our Prime subscription program, our outlook for the financial years 2026, 2027 and 2028 (including with respect to the number of Prime members, Cash EBITDA and (Free) Cash Flow ex Non-Prime Working Capital). These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "aims," "anticipates," "believes," "continues," "could," "estimates," "expects," "forecasts," "targets," "guidance," "intends," "may," "plans," "should" or "will" or, in each case, their negative, or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Offering Memorandum and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our results of operations, financial condition and performance, liquidity, prospects, growth, strategies and the industry in which we operate.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. We caution you that forward-looking statements are not guarantees of future performance and that our actual financial condition, results of operations and cash flows, and the development of the industry in which we operate, may differ materially from those made in or suggested by the forward-looking statements contained in this Offering Memorandum. In addition, even if our financial condition, results of operations and cash flows, and the development of the industry in which we operate are consistent with the forward-looking statements contained in this Offering Memorandum, those results or developments may not be indicative of our results or developments in subsequent periods. Important factors that could cause these differences include, but are not limited to:

- the impact on our revenue, profits and cash flow resulting from general economic conditions, consumer confidence, spending patterns and disruptions (including those related to natural disasters, terrorism, political and social instability, and health pandemics) affecting the travel industry specifically;
- the impact on our revenue, profits and cash flow resulting from our inability to successfully compete against current and future competitors (including increasing competition from other OTAs, travel suppliers, metasearch and online portal companies);
- the requirement to obtain and maintain certain licenses or accreditations in certain jurisdictions, including IATA accreditation;
- the impact of seasonal fluctuations;
- the increasing number of laws, rules and regulations to which we are subject, the more aggressive enforcement thereof, and the potential for changes to those laws, rules and regulations;
- the impact on our revenue, profits and cash flow resulting from adverse changes affecting our relationships with travel product suppliers, such as airlines, and suppliers' intermediaries which could reduce our access to travel products content and/or increase our costs;
- a fall or the slowing of growth in Internet penetration;
- our ability to retain existing Prime members or add new Prime members;
- risks associated with our limited experience with determining the optimal price for our Prime subscription offering;
- the impact resulting from the slow or no growth of the market or the market for travel subscription products;

- risks associated with changes in customer patterns with respect to flight mediation services and other products;
- our inability to innovate tools used by travelers or fail to adapt to technological developments or industry trends;
- risks associated with the use of artificial intelligence;
- risks related to payment processing;
- risks associated with changes in search engine algorithms and search engine relationships;
- our ability to execute our strategy and initiatives to continue the roll-out of our Prime subscription program;
- our ability to attract and retain highly skilled personnel and other qualified executives and employees;
- risks associated with changes in customer patterns related to flight activities;
- restrictions in the use of our brands and maintaining brand awareness;
- risks related to a decrease in the travel products offered to us by suppliers or with our relationship with suppliers, including related to reductions in commissions or fees;
- competition for advertising and metasearch revenue;
- risks associated with our international operations;
- changes, restrictions or disruptions affecting our technology platforms or the technology of our third-party service providers;
- risks associated with various legal proceedings;
- risks associated with intellectual property infringements and intellectual property-related claims against us by third parties;
- our exposure to risks associated with online commerce security and particularly payment fraud;
- risks associated with our processing, storage, use and disclosure of personal data;
- the impact of new legislation and different interpretation by tax authorities;
- risks associated with impairment of goodwill and other intangible assets;
- our substantial leverage and ability to meet significant debt service obligations;
- restrictive covenants in our debt instruments that could impair our activities;
- our ability to generate cash and access capital markets;
- our exposure to interest rate risk, hedging risk and currency fluctuations; and
- other factors discussed or referred to in this Offering Memorandum.

The foregoing factors should not be construed as exhaustive. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. We urge you to read this Offering Memorandum, including the sections entitled "Risk Factors" (including the risk factor "Risks Related to Our Business—Our actual performance may differ materially from the targets included in this

Offering Memorandum"), "Management's Discussion and Analysis" and "Business," for a more complete discussion of the factors that could affect our future performance and the industry in which we operate.

We expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this Offering Memorandum which may be made to reflect events or circumstances after the date of this Offering Memorandum, including, without limitation, changes in our business or acquisition strategy or planned Capital Expenditures, or to reflect the occurrence of unanticipated events except as required by law or by the rules and regulations of the Spanish Stock Exchanges.

PRESENTATION OF FINANCIAL INFORMATION AND OTHER DATA

In this Offering Memorandum, we present the consolidated financial statements of the Group as of and for the years ended March 31, 2023, 2024 and 2025. The consolidated financial information as of and for the years ended March 31, 2023, 2024 and 2025 presented below has been derived from our audited consolidated financial statements as of and for the year ended March 31, 2025, containing comparative financial information as of and for the year ended March 31, 2024, including the notes thereto (the "2025 Consolidated Financial Statements") and our audited consolidated financial statements as of and for the year ended March 31, 2024, containing comparative financial information as of and for the year ended March 31, 2023, including the notes thereto (the "2024 Consolidated Financial Statements" and, together with the 2025 Consolidated Financial Statements, the "Consolidated Financial Statements"), and should be read in conjunction with this section, "Management's Discussion and Analysis" and the Consolidated Financial Statements, including the notes thereto, included in this Offering Memorandum.

Our Consolidated Financial Statements have been prepared in accordance with IFRS. The Consolidated Financial Statements have been audited by Ernst & Young S.L. ("EY"), our independent auditors. Their auditors' report thereon are included elsewhere in this Offering Memorandum.

The income statement line items included in this section are presented in a manner consistent with the presentation of the income statement line items introduced under "Management's Discussion and Analysis—Principal Consolidated Income Statement Line Items" and the discussion of the results of operations provided under "Management's Discussion and Analysis—Comparison of the years ended March 31, 2025 and 2024" and "Management's Discussion and Analysis—Comparison of the years ended March 31, 2024 and 2023."

Non-GAAP Measures and Other Key Operating and Performance Measures

The financial information included in this Offering Memorandum includes certain non-GAAP measures which are not accounting measures as defined by IFRS. These measures have been included for the reasons described below. However, these measures have limitations as analytical tools and should not be used instead of, or considered as alternatives to, our audited consolidated financial statements based on IFRS. Further, these measures may not be comparable to similarly titled measures disclosed by other companies.

As used in this Offering Memorandum, the following terms have the following meanings:

"Adjusted EBITDA" means operating profit / loss before depreciation and amortization, impairment and profit / loss on disposals of non-current assets, as well as Adjusted items corresponding to certain share-based compensation, restructuring expenses and other income and expense items which are considered by management to not be reflective of the Group's ongoing operations. We believe Adjusted EBITDA provides the reader a better view about the EBITDA generated by the ongoing operations of the Group.

"Adjusted EBITDA Margin" means Adjusted EBITDA divided by Revenue Margin.

"Adjusted items" refers to share-based compensation, restructuring expenses and other income and expense items as well as exceptional revenue items which are considered by management to not be reflective of the Group's ongoing operations. It corresponds to the sum of adjusted personnel expenses, adjusted operating (expenses) / income and Adjusted Revenue items:

- "Adjusted personnel expenses" refers to Adjusted items that are included within personnel expenses.
- "Adjusted operating (expenses)/income" refers to Adjusted items that are included within other operating expenses.
- "Adjusted Revenue" items refers to Adjusted items that are included within revenue.

"Adjusted net income" means IFRS net income less certain share-based compensation, restructuring expenses and other income and expense items which are considered by management to not be reflective of the Group's ongoing operations. We believe Adjusted net income provides the reader with a better view about the ongoing results generated by the Group's ongoing operations.

"Capital Expenditure" represents the cash outflows incurred during the period to acquire non-current assets such as property, plant and equipment, certain intangible assets and capitalization of certain development IT costs, excluding the impact of any business combination. It provides a measure of the cash impact of the investments in non-current assets linked to the ongoing operations of the Group.

"Cash EBITDA" means Adjusted EBITDA, plus the variation of the Prime deferred revenue corresponding to the Prime fees that have been collected and that are pending to be accrued as revenue under the IFRS revenue recognition rules. The Prime fees pending to be accrued are non-refundable and under IFRS will be booked as revenue based on a gradual method (for more information see the definition of "Revenue Margin"). Cash EBITDA provides to the reader with a view of the sum of the EBITDA from the Group's ongoing operations and the total amount of Prime fees generated in the period.

"Cash EBITDA Margin" means Cash EBITDA divided by Cash Revenue Margin.

"Cash Marginal Profit" means Marginal Profit plus the variation of the Prime deferred revenue corresponding to the Prime fees that have been collected and that are pending to be accrued. The Prime fees pending to be accrued are non-refundable and will be booked as revenue based on a gradual method (for more information see the definition of "Revenue Margin"). Cash Marginal Profit provides a measure of the sum of the Marginal Profit and the full Prime fees generated in the period.

"Cash Marginal Profit Margin" means Cash Marginal Profit divided by Cash Revenue Margin.

"Cash Revenue Margin" means Revenue Margin, plus the variation of the Prime deferred revenue corresponding to the Prime fees that have been collected and that are pending to be accrued. The Prime fees pending to be accrued are non-refundable and will be booked as revenue based on a gradual method (for more information see the definition of "Revenue Margin"). Cash Revenue Margin provides a measure of the sum of the Revenue Margin and the full Prime fees generated in the period.

"EBIT" means operating profit/loss. This measure, although it is not defined in IFRS, is generally used in the financial markets and is intended to facilitate analysis and comparability.

"EBITDA" means operating profit/loss before depreciation and amortization, impairment and profit/loss on disposals of non-current assets. This measure, although it is not defined in IFRS, is generally used in the financial markets and is intended to facilitate analysis and comparability.

"Fixed costs" includes IT expenses net of capitalization write-off, personnel expenses which are not Variable costs, external fees, building rentals and other expenses of fixed nature. Our management believes the presentation of Fixed costs may be useful to readers to help understand our cost structure and the magnitude of certain costs we have the ability to reduce in response to changes affecting the number of transactions processed.

"(Free) Cash Flow before financing" means cash flows from operating activities plus cash flows from investing activities. We believe that this measure is useful as it provides a measure of the underlying cash generated by the Group before considering the impact of debt instruments.

"(Free) Cash Flow ex Non-Prime Working Capital" means Cash EBITDA and adjusted for cash flows from investing activities, tax payments and interest payments (normalized interest payments, excluding one-offs linked to refinancing). We believe this measure is useful as it provides a simplified overview of the cash generated by the Group from activities needed to conduct business and mainly before equity/debt issuance and repayments. This measure does not include changes in working capital other than the variation of the Prime deferred liability as management believes it may reflect cash that is temporary and not necessarily associated with core operations.

"Gross Financial Debt" or "Gross Debt" means total financial liabilities, including financing cost capitalized (regardless of whether these costs are classified as liabilities or assets) plus accrued interests pending to be paid and bank facilities and bank overdrafts. It includes both non-current and current financial liabilities, as well as capitalized debt financing costs that can be classified as non-current financial assets. This measure offers to the reader a global view of the Financial Debt without considering the payment terms.

"Gross Leverage Ratio" means the total amount of outstanding Gross Financial Debt on a consolidated basis divided by Cash EBITDA. This measure offers to the reader a view about the capacity of the Group to generate enough resources to repay the Gross Financial Debt. Management considers that Gross Leverage Ratio calculated based on Cash EBITDA provides a more accurate view of the capacity to generate resources to repay its debt. Note that the presentation of Gross Leverage Ratio for purposes of the covenants described in the section "Description of the Notes" could differ from this definition.

"Liquidity Position" means the total amount of cash and cash equivalents, and remaining cash available under the Super Senior Credit Facilities. This measure provides the reader with a view of the cash that is available to the Group.

"Marginal Profit" means Revenue Margin less Variable costs. It is the measure of profit that management uses to analyze the results by segments. Marginal profit excludes Adjusted Revenue items.

"mobile bookings" (as share of flight bookings) means the number of flight bookings done on a mobile device over the total number of flight bookings, on a last 12 months basis.

"Net Financial Debt" or "Net Debt" means Gross Financial Debt less "cash and cash equivalents." This measure offers to the reader a global view of the Financial Debt without considering the payment terms and reduced by the effects of the available cash and cash equivalents to face these future payments.

"Net Leverage Ratio" means the total amount of outstanding Net Financial Debt on a consolidated basis divided by Cash EBITDA. This measure offers to the reader a view about our capacity to generate enough resources to repay the Net Financial Debt, also considering the available cash in the Group. Management considers that Net Leverage Ratio calculated based on Cash EBITDA provides a more accurate view of the capacity to generate resources to repay its debt.

"Non-Prime bookings" refers solely to the bookings made by Non-Prime members.

"Prime ARPU" means the Cash Revenue Margin generated from Prime users on a last 12 months basis. It is calculated considering all the Cash Revenue Margin elements linked to the bookings done by Prime members (such as, but not limited to, the Prime fees collected, GDS incentives, commissions, ancillary services, etc.) divided by the average number of Prime members during the same period. Management considers this is a relevant measure to follow the Prime performance. As Prime is an annual subscription-based program, this measure is calculated on a last 12 months basis.

"Prime members" means the total number of customers that have a Prime subscription in a given period.

"Prime/Non-Prime" refers to the split by Prime and Non-Prime which the Group uses to present certain profit and loss measures. In this context, Prime means the profit and loss measure generated from Prime users. Non-Prime means the profit and loss measure generated from Non-Prime users. For instance, in the case of Prime Cash Revenue Margin, it includes elements such as, but not limited to, the Prime fees collected, GDS incentives, commissions, ancillary services, etc., consumed by Prime clients. As Prime is an annual subscription-based program, Prime/Non-Prime profit and loss measures are presented on a last 12 months basis. Prime/Non-Prime is also used in this Offering Memorandum to refer to the Group's financial reporting segments based on the Group's subscription-based program.

"Revenue Margin" means our IFRS revenue less cost of supplies. Our management uses Revenue Margin to provide a measure of our revenue after reflecting the deduction of amounts payable to our suppliers in connection with the revenue recognition criteria used for products sold under the principal model (gross value basis). Accordingly, Revenue Margin provides a comparable revenue measure for products, whether sold under the agency or principal model. The Group used to act under the principal model in regard to the supply of hotel accommodation. Currently, the Group only offers hotel intermediation services; therefore, no cost of supply is registered, and Revenue and

Revenue Margin are of equal amounts. Prime Revenue Margin refers to the Revenue Margin of the Prime segment. For a description of the agency and principal models, see "Management's Discussion and Analysis—Principal Consolidated Income Statement Line Items—Revenue—Agency model."

Revenue Margin is split into the following categories:

- Gradual—represents revenue which is recognized gradually over the period of the service agreement and mostly relates to recognized subscription fees, the service of Cancellation for any reason and flexiticket and airline overcommissions.

- Transaction Date—represents revenue which is recognized at booking date and mostly relates to service fees, ancillaries, insurance, incentives (other than airline overcommissions) and other fees.

- Other—is a residual category and mainly relates to advertising and metasearch revenue, tax refunds and other fees.

"Revenue Margin per Booking (Non-Prime)" means Revenue Margin of the Non-Prime segment divided by the number of Non-Prime bookings.

"Top 6 markets" refers to the Group's operations in France, Spain, Italy, Germany, United Kingdom and Nordics.

"Variable costs" includes all expenses which depend on the number of transactions processed. These include acquisition costs, merchant costs and other costs of a variable nature, as well as personnel costs related to call centers as well as corporate sales personnel. Our management believes the presentation of Variable costs may be useful to readers to help understand our cost structure and the magnitude of certain costs that we have the ability to reduce in response to changes affecting the number of transactions processed.

Capital Expenditure, EBIT, EBITDA, Fixed costs, Adjusted EBITDA, Adjusted items, Adjusted net income, Adjusted EBITDA Margin, Cash EBITDA, Cash EBITDA Margin, Cash Revenue Margin, Cash Marginal Profit, Cash Marginal Profit Margin, Gross Leverage Ratio, Net Debt, (Free) Cash Flow ex Non-Prime Working Capital, Gross Financial or Gross Debt, Liquidity Position, Revenue Margin, Variable costs and similar measures are used by different companies for differing purposes and are often calculated and defined in different ways that reflect the specific circumstances of those companies. You should exercise caution in comparing these non-GAAP measures or any similar measures or data as reported by us to similar measures or data as reported by other companies.

In particular, EBIT, EBITDA, Adjusted EBITDA, Adjusted net income and Cash EBITDA are not measures of performance under IFRS, and you should not consider EBIT, EBITDA, Adjusted EBITDA, Adjusted net income and Cash EBITDA as an alternative to, among others, (a) operating profit or profit for the period (as determined in accordance with IFRS) as a measure of our operating performance, (b) cash flows from operating, investing and financing activities as a measure of our ability to meet our cash needs or (c) any other measures of performance under generally accepted accounting principles. EBIT, EBITDA, Adjusted EBITDA, Adjusted net income and Cash EBITDA, as well as the other non-GAAP financial measures used in this Offering Memorandum, each have limitations as an analytical tool, and you should not consider them in isolation, or as a substitute for, or superior to, an analysis of our results as reported under IFRS. We have presented these supplemental non-GAAP measures because we believe that they are useful indicators of our financial performance and our ability to incur and service our indebtedness and can assist analysts, investors and other parties to evaluate our business. We encourage you to evaluate the adjustments made to arrive at EBIT, EBITDA, Adjusted EBITDA, Adjusted net income and Cash EBITDA and the limitations for purposes of analysis in excluding them.

The limitations that EBIT, EBITDA, Adjusted EBITDA, Adjusted net income and Cash EBITDA have as an analytical tool include:

- they do not reflect our cash expenditures or future requirements for Capital Expenditures or contractual commitments;

- they do not reflect changes in, or cash requirements for, our working capital needs;

- they do not reflect the significant interest expense, or the cash requirements necessary, to service interest or principal payments, on our debts;

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often need to be replaced in the future and EBIT, EBITDA, Adjusted EBITDA, Adjusted net income and Cash EBITDA do not reflect any cash requirements that would be required for such replacements;

- some of the exceptional items that we eliminate in calculating Adjusted EBITDA reflect cash payments that were made, or will in the future be made; and

- the fact that other companies in our industry may calculate EBIT, EBITDA, Adjusted EBITDA, Adjusted net income and Cash EBITDA differently than we do, which limits their usefulness as a comparative measure.

Presentation of Financial Information

Similarly, Net Debt and Gross Debt are measures presented to enhance the investor's understanding of our indebtedness and our ability to fund our ongoing operations. However, these are non-GAAP measures not determined on the basis of IFRS or any other internationally accepted accounting principles, and you should not consider these as an alternative to our historical consolidated financial position and our subsidiaries. Net Debt and Gross Debt, as defined by us, may not be comparable to similarly titled measures as presented by other companies due to differences in the way our debt and liquidity non-GAAP measures are calculated.

Certain amounts and percentages included in this Offering Memorandum have been rounded. Accordingly, in certain instances, the sum of the numbers in a column of a table may not exactly equal the total figure for that column.

Our financial year ends March 31 in a given year. References in this Offering Memorandum to the "year ended March 31, 2025," "financial year 2025," "fiscal year 2025" or similar, are references to a given financial year. References in this Offering Memorandum to "2025," "2024," "2023" or similar, refer to the given calendar year ended December 31.

The financial information included in this Offering Memorandum is not intended to comply with the applicable accounting requirements of the Securities Act and the related rules and regulations promulgated thereunder by the SEC (including Regulation G relating to the conditions for use of Non-GAAP financial measures).

Market and Industry Information

This Offering Memorandum contains information about the market share, market position and industry data for the operating areas of the Group. Such information has been accurately reproduced and, as far as the Company is aware and is able to ascertain from such information, no facts have been omitted which would render the information provided herein inaccurate or misleading. Industry publications generally state that the information they contain has been obtained from sources believed to be reliable, but the accuracy and completeness of such information is not guaranteed. The Company has not independently verified and cannot give any assurance as to the accuracy of market data and industry forecasts contained in this Offering Memorandum that were taken or derived from these industry publications.

SUMMARY

Business Overview

We are a leading online e-commerce company focused on travel with a presence in 44 markets. With 7.3 million Prime members (subscription-based) as of March 31, 2025, and approximately 100 million daily user searches, we are one of the largest suppliers worldwide of flight mediation services, which is our principal business. We also supply our customers with non-flight mediation services, such as hotel bookings, Dynamic Packages (which are dynamically priced packages consisting of a flight product and a hotel booking that travelers customize based on their individual specifications by combining select products from different travel suppliers through us), car rentals, vacation packages, travel insurance and other ancillary travel-related services and products.

Over the past eight years, we have successfully developed, tested and implemented our subscription program, Prime. Prime is an innovative subscription program in the online travel sector that allows our customers to benefit from a more convenient, personalized and cost-effective experience, by having access to 24/7 priority customer service, as well as exclusive Prime offers and additional benefits on other products and services.

Our Prime subscription-based program has given us the opportunity to diversify away from a transactional model and transform the relationship with the customer, adding quality and longevity and enabling us to engage with our customers throughout every step of their travel journey. We believe this program provides us with a more stable source of income, a considerable reduction in our customer acquisition costs, as well as strengthened customer loyalty, increased personalization options and higher repeat booking rates. The Prime program also enables us to foster stronger relationships with our business partners, as it grants our business partners access to a loyal and high value customer group.

We own and operate a strong portfolio of consumer brands consisting mainly of eDreams, Opodo, Go Voyages, Travellink and Liligo. Through our brands, we have historically focused on the flight sector of the travel market. We believe the strength of our brands, quality of our services, our Prime subscription program, as well as our user-friendly website experience and focus on our customers have enabled us to build significant brand awareness in the European flight sector. We have historically leveraged, and expect to continue to leverage, our strength in flight travel to expand our presence in non-flight travel sectors, such as hotels, rental cars and Dynamic Packages.

Most of our revenue is generated from our Prime segment (representing 71.1% of our Cash Revenue Margin for the year ended March 31, 2025), with additional revenue generated by bookings from our Non-Prime customers (representing 28.9% of our Cash Revenue Margin for the year ended March 31, 2025). In the financial year 2024, based on reported data from the main OTAs, we were one of the largest online flight intermediaries in Europe by revenue. Outside of Europe, we have an expanding presence in a number of significant markets, including the United States, Australia, South Africa, Canada, Argentina and Mexico.

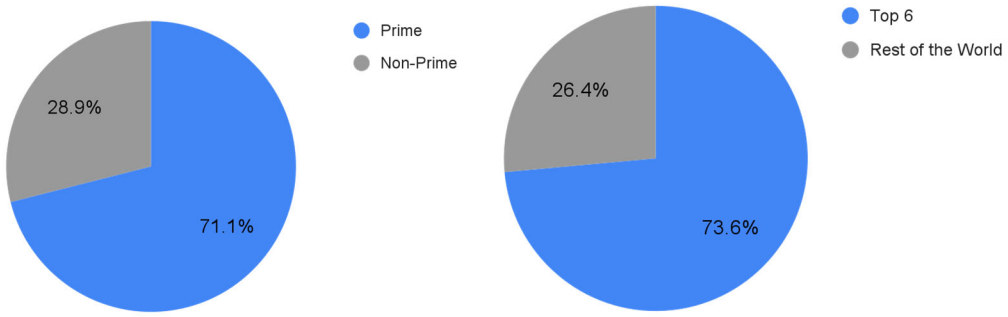
Our products are offered through a variety of channels, including our online booking platform (desktop and mobile websites and mobile apps), as well as indirectly through metasearch websites, white label distribution partners and other travel agencies. We also offer our products through Liligo, our metasearch brand, which is currently active in eight countries.

We use innovative technology and our relationships with suppliers, product know-how and marketing expertise to attract and enable customers to research, plan and book a broad range of travel products. We make our offers accessible to a broad range of customers, offline travel agents and white label distribution partners. Prime, our travel subscription program, enables us to continue to strengthen our relationship with our customers, which has resulted in earning more repeat business and obtaining a greater share of our customers' travel wallet.

Our Prime subscription program appeals to travelers of all ages for all types of travel. The demographics of our Prime members include 40% female and 60% male members, with 25% of the members from Generation Z, 36% from Generation Y (Millennials), 27% from Generation X and 11% from the Boomer Generation. In the year ended March 31, 2025, 64% of our Prime members travelled alone, 30% were accompanied by other adults, and 6% travelled with children. On haul type, 48% of the bookings by our Prime members were for continental flights, 26% for domestic flights and 26% for intercontinental flights, and 57% traveled with low-cost airlines and 43% with regular airlines.

For the year ended March 31, 2025, we reached 7.3 million Prime members (subscription-based), Revenue Margin of €671.2 million, Cash Revenue Margin of €717.9 million, Cash Marginal Profit of €281.6 million, Adjusted EBITDA of €133.7 million, Cash EBITDA of €180.4 million and EBITDA of €112.5 million compared to 5.8 million Prime members (subscription-based), Revenue Margin (excl. Adjusted Revenue Items) of €642.6 million, Cash Revenue Margin of €676.1 million, Cash Marginal Profit of €217.3 million, Adjusted EBITDA of €87.8 million, Cash EBITDA of €121.4 million and EBITDA of €78.9 million in the year ended March 31, 2024, and compared to 2.7 million Prime members (subscription-based), Revenue Margin of €382.6 million, Cash Marginal Profit of €107.4 million, Cash Revenue Margin of €423.8 million, Adjusted EBITDA of €3.0 million, Cash EBITDA of €44.2 million and EBITDA of €(8.0) million in the year ended March 31, 2022.

The following charts present breakdowns of our Cash Revenue Margin by segment (Prime segment and Non-Prime segment) and geography (Top 6 and Rest of World) for the financial year ended March 31, 2025.



Source: Group data
The Top 6 markets comprise our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics. The Rest of the World markets comprise our operations in all other countries in which we operate, including, among others, the United States and Portugal. For a description of each revenue stream, please see "*Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Changes in revenue sources.*"

Our Strengths

We believe that our key competitive strengths include the following.

Prime has a high customer advocacy, driving stickiness for our business

As a subscription-based business, we generate data about our customers as soon as they log into our sites. We are able to tailor our services and their experiences based on the individual preferences of our customers. The more subscribers we have, the more data points we are able to generate, the more accurate the forecasting becomes and the more personalization we are able to offer to our customers.

Customer satisfaction is a key pillar of our platform, lowering churn rate and boosting our reputation in the markets in which we operate. As of the date of this Offering Memorandum we hold a 4.4 rating on Trustpilot,

significantly higher than any of our competitors in the OTA and airline spaces. We also hold a rating of 3.9 on Sitejabber and an A+ from the Better Business Bureau as of the date of this Offering Memorandum.

Company	Trustpilot Rating	Company	Trustpilot Rating
eDreams(*)	4.4	British Airways	1.4
Gotogate	3.1	Lufthansa	1.3
Booking.com	2.5	Iberia	1.3
Hopper	1.7	Ryanair	1.3
Air France	1.5	Expedia	1.2
Easyjet	3.0		

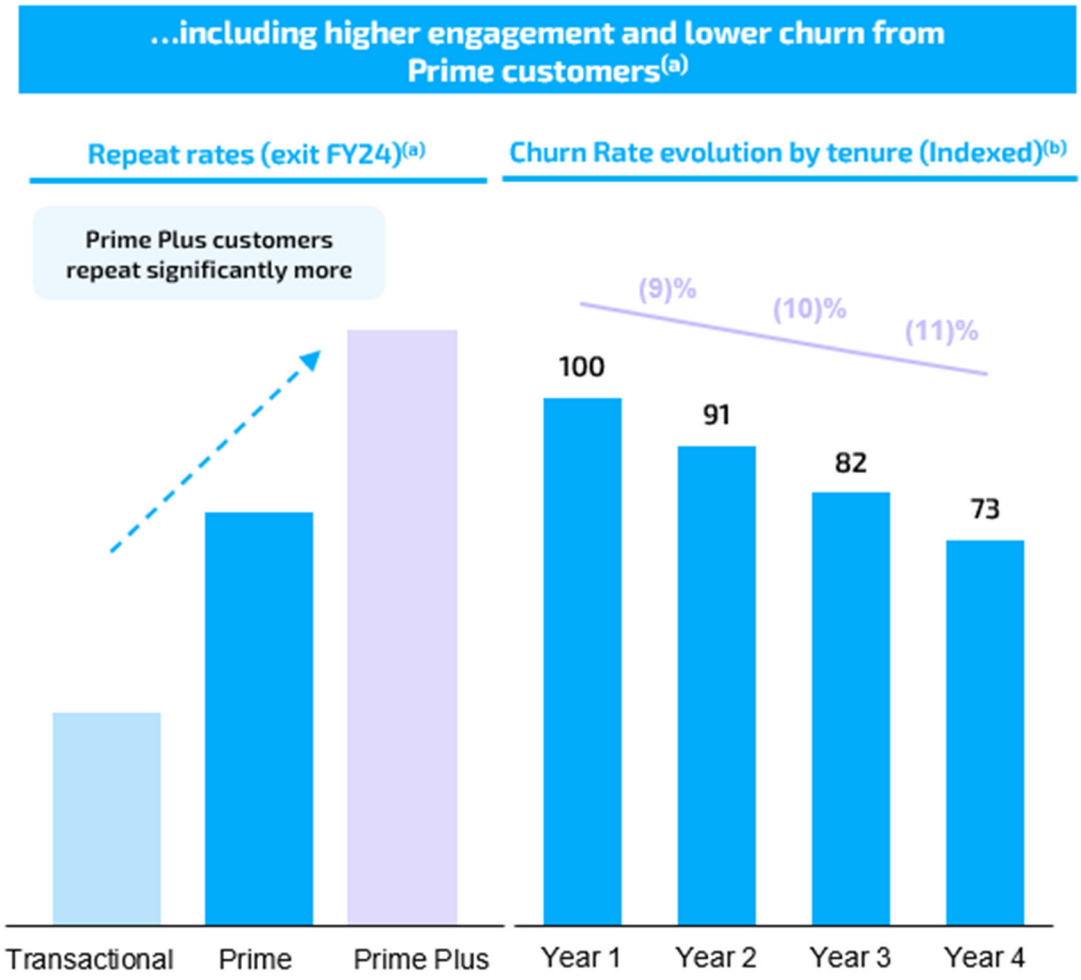
Source: Trustpilot as of March 31, 2025
(*) Group average is a 4.5 as of March 31, 2025

We also have a Net Promoter score of +50, showing best-in-class customer satisfaction which has continued to improve over the years, up 17 points from 2021. Additionally, 9 out of 10 repeat Prime customers score us a 7 or higher on a 1-10 customer satisfaction scale, according to internal data verified and validated by KPMG.

We believe customers value the quality of the experience more than the price benefits, though we are strong in both. 87% of promoters of the Group value the speed and agility of the buying process on our platform, the reliability and overall positive shopping experience, good service and feeling valued, whereas 61% value competitive prices, consistency and value for their money. Further, 27% of promoters value our information, including transparency on our platform, and information being clearly explained on the products and process, and 26% value the breadth of our product offering, including the wide variety of airlines, hotels and additional extra products.

As a result of positive experiences with our platform, a significant portion of new subscribers we gain come from the recommendation of existing subscribers; this is increasingly true the longer that Prime has been present in that market. This shows the value we provide for our customers, as well as saving us on customer acquisition costs. We also have improved our churn rates, with a 4% drop in churn for first-year members over the last three years, and a

15% drop for second- or more-year members over the last three years; churn tends to decrease over time as members stay with us longer.



Source: Group data
(a) Prime Plus and Prime repeat rate include all repeat bookings (flights, hotels, Dynamic Packages and cars), ancillaries acquired post-booking and price freeze. Illustrative directional presentation. Not to scale.
(b) Indexed repeat rates are based on cohort data from the first quarter of financial year 2021, extrapolated to twelve months based on pre-COVID repeat booking pattern. Churn includes aggregate of voluntary and involuntary churn in countries we are currently present. It illustrates the churn rate evolution by cohort yearly members subscribed from financial year 2021 to financial year 2024, with Year 1 indexed to 100.

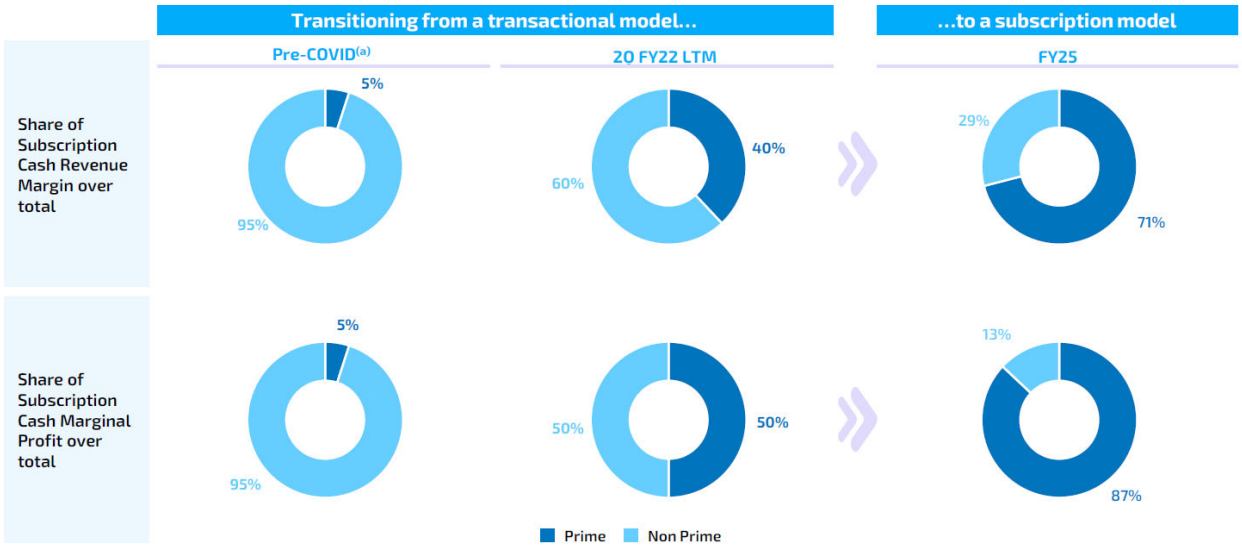
Prime customers also tend to transact with us more often the longer they have been a subscriber, with subscribers in their fourth year averaging over double the transactions than they did in their first year.

Prime is especially popular among younger generations, with 61% of Prime members representing Millennial or Gen-Z age groups. This proportion of younger customers has grown over recent years, showing an increased population of customers as the younger population gains sustainable income, providing us with a larger total addressable market ("TAM").

We delivered strong results in financial year 2025

In financial year 2025, we achieved very positive results, both financial and strategic. We delivered Cash EBITDA of €180.4 million and (Free) Cash Flow ex Non-Prime Working Capital of €100.0 million, exceeding our guidance.

We have been able to continuously deleverage the business, and our leverage profile now sits at 1.7x at the end of financial year 2025 vs. 2.4x Net Debt / Cash EBITDA at the end of financial year 2024, 4.2x at the end of financial year 2023 and 7.2x at the second quarter of financial year 2022. 71.0% of our Cash Revenue Margin came from our subscription model, as well as 87.0% of our Cash Marginal Profit, highlighting the continued success of our Prime model.



Source: Group data
(a) LTM January 2020 figures

The successful transformation of our business from a transaction-based business to a higher value subscription-based business is illustrated by the growth of key metrics, as shown below:

(In € million)		FY 2022	FY 2025	CAGR (%)	Growth factor
Prime	Prime subscribers(a)	2.7 m	7.3 m	*39.3%*	*2.7x*
	Cash Revenue Margin(a)	171	510	*43.9%*	*3.0x*
	Cash Marginal Profit(a)	53	244	*66.4%*	*4.6x*
Total(b)	Cash Revenue Margin(a)	424	718	*19.2%*	*1.7x*
	Cash Marginal Profit(a)	107	282	*38.0%*	*2.6x*
Cash EBITDA(a)		44	180	*59.8%*	*4.1x*
(Free) cash flow ex. Non-Prime Working capital(a)		(3)	100		
Net Leverage (Net debt / Cash EBITDA)(a)		8.6x	1.7x		

Source: Group data
(a) The measures presented in this table are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."
(b) Total includes Prime and Non-Prime

Large and untapped potential and growth ambition

We have been able to continuously grow our subscription platform over the last several years, building it to 7.3 million subscribers worldwide, up from 5.8 million at the end of financial year 2024, 2.7 million at the end of financial year 2022, 0.9 million at the end of financial year 2021 and 0.6 million at the end of financial year 2020. Today, we are the #7 subscription platform in Europe by subscriber count, placing us ahead of familiar names like Hello Fresh and Via Play, and we believe we have the #1 travel subscription program globally. We have further ambitions to add one million incremental members in financial year 2026, and 10% growth in each of the two years thereafter, which we plan to achieve through further penetration in our existing Prime markets as well as launching Prime in additional geographic markets, several of which are currently being tested. We have ambitions to become one of the largest subscription platforms globally, and believe that our recent growth will continue to propel us.

Strong, experienced management team with proven track record

Our strong and committed management team has significant leadership experience with diverse industry expertise and demonstrated track record, which provides us with deep know-how and a strong basis to transform innovative ideas into technological products to be offered through our platform across markets and a superior visibility of market trends. Since his appointment in 2015, Dana Dunne, our CEO, has reshaped the entire organization, establishing a leaner management team, driven a new product strategy and implemented a number of operational measures that have driven growth and strengthened eDreams ODIGEO's business model and introduced Prime, which is an innovative subscription program in the travel industry. These initiatives have significantly improved our product mix focusing on lower-cost channels and customer retention, resulted in a more stable fixed revenue stream, increased focus on mobile, enhanced end-to-end customer experience, significantly improved our sales approach and established a focus on profitability and capital allocation thereby enhancing our competitive positioning and financial profile.

As a result of these strategic and operational initiatives, we believe we have improved our market share, profitability and cash flow generation. In particular, we delivered strong results in the years ended March 31, 2023, 2024 and 2025 reporting growth in Prime members, Revenue Margin and Adjusted EBITDA at or above guidance. We were able to deliver on all our key targets for year ended March 31, 2025 which we initially set out in our Capital Markets Day in November, 2021.

Dana Dunne, the Chief Executive Officer, has vast experience in managing large, complex multinational companies and teams, has strong operational and analytical skills, and has broad industry experience gained through positions at McKinsey, as Chief Executive Officer of AOL Europe and as Chief Commercial Officer at EasyJet. David Elízaga, the Chief Financial Officer, brings complementary functional knowledge and significant capital markets experience with over €4.5 billion raised in several debt and equity market transactions including the initial public offering of Codere S.A. and our Group. The Chief Executive Officer and Chief Financial Officer are supported by a broad base of experienced senior managers and skilled personnel with expertise across multiple disciplines and geographies, particularly our information technology and systems, marketing, pricing, retail, finance and supplier relations professionals and country directors.

A resilient business model with highly cash-flow generative operations and prudent capital structure

We have a track record of strong free cash flow generation. We operate with strong profitability relative to most online travel companies and compared to other European-headquartered e-commerce companies, as measured by Adjusted EBITDA Margin, largely due to our scale, our technology infrastructure and successful customer acquisition strategies. Our strong profitability and cash flow generation has been supported by a flexible business model characterized by a high degree of variable costs (81% of total costs for the year ended March 31, 2025). It has been further strengthened by the successful implementation of our management team's recent strategic initiatives and the continued rollout of our Prime subscription program. Our business model proves to be resilient in periods with disrupted or low levels of trading activity, including during the COVID-19 pandemic and geopolitical conflicts, principally because a significant share of our total costs are variable costs which move in line with trading levels, we have a relatively small, fixed cost base. We experienced a Cash EBITDA margin of 25% and 18% in the years ended March 31, 2025 and 2024, respectively.

We have continued to generate strong cash flow with an increase of (Free) Cash Flow ex Non-Prime Working Capital from a cash outflow of €20.1 million in financial year 2023 to a cash inflow of €100.0 million in financial year

2025, above our target of €90.0 million. Continued strong cash flow generation can fund future growth and return to shareholders. We expect to increase (Free) Cash Flow ex Non-Prime Working Capital to more than €120.0 million in financial year 2026, with the growth driven by an increase in Cash EBITDA from €180.4 million to a range of €215 - 220 million alongside the addition of 1 million incremental subscribers to our Prime program. See "Business—Cautionary Statement Relating to the Outlook and Certain Financial Targets" and "Risk Factors—Our actual performance may differ materially from the targets included in this Offering Memorandum."

We are focused on maintaining a prudent capital structure and we strive to operate the business at an optimal leverage level. We have demonstrated successful deleveraging where our business has delivered a 1.7x leverage level (Net Debt / Cash EBITDA) in the year ended March 31, 2025, down from 4.2x Net Debt / Cash EBITDA ratio in the year ended March 31, 2023.

Prime offers a differentiated and attractive proposition

Since our November 2021 capital markets day, we have evolved the Prime platform to include a more fulsome suite of price and non-price benefits, including discounts on car rentals, exclusive vouchers, flight price freezing and advanced refunds from cancelled flights. Today, all of these features equate to €465 on average savings delivered to our Prime customers from Prime benefits annually, alongside our "VIP" customer support system, automated advanced check-in and more.

One of the most pivotal additions to our Prime platform has been freezes on flight prices for €1. Many airlines and OTAs have begun offering similar services, but pricing is much higher and often does not hold for as long as our three days. The feature has a 10% attach rate for Prime repeat transactions, and has resulted in a 7% increased Prime renewal rate for members who use price freeze vs. those who do not, showing the demand and usefulness for the tool.

Prime has evolved into a full suite of features for members unmatched by traditional travel loyalty programs, and helped drive our growth in both subscriber count and financial performance.

	Prime Subscription program	Traditional travel loyalty programs		
	eDreams Prime	OTA 1	OTA 2	OTA 3
Discounts on all flights	Yes	No	No	No
Discounts on bags & seats	Yes	No	No	No
Discounts on hotels	Yes	Yes	Yes	Yes
Discounts on car rentals	Yes	No	Yes	No
Free cancel for any reason	Yes	No	No	No
Share discounts with friends and family	Yes	No	No	No
"VIP" customer service	Yes	No	Yes	Yes
Advanced refund on flights and hotels in 48h	Yes	No	No	No

Source: Group data

We have developed a best-in-class technology and AI platform

We first established our AI platform in 2014, creating one of the first in-house AI teams in the travel industry. We adopted an AI-first strategy in 2015, beginning to develop our AI-driven personalization soon after as AI began to evolve into a more accessible tool. Today, we believe we are recognized as an AI Leader in Europe, attracting partnerships with other leaders such as Google Cloud.

We are able to leverage data from millions of users as a competitive advantage due to our large subscriber base and our scale in flights. Our AI model makes over 6 billion online predictions per day, and our technological backbone handles over 100 million daily searches. We have access to 48.5 petabytes of data per year for training our AI models and advanced analytics to provide a better, more tailored service to our customers.

Success in the development of our AI systems has been driven by three pillars: data, AI algorithms and deployment infrastructure. Thanks to our customer-centric business model, we have more data than most of our competitors, which is handled by our best-in-class data mesh. Our AI system use some of the most advanced algorithms, including deep learning, reinforcement learning and generative AI. Our deployment infrastructure enables us to leverage AI across our platform and powers billions of decisions and predictions every day.

Our Strategy

Building on our strengths discussed above, we have transformed our business model to a subscription business that is focused on travel along the following pillars to optimize near-term performance and to accelerate our growth trajectory in the medium-term while maintaining focus on profitability, cash flow and a prudent capital structure.

We seek to continue growth of our Prime subscription model

Since November 2021, we have transformed from 2.0 million active subscribers to 7.3 million end of March 31, 2025. We aim to add another 1 million Prime subscribers in financial year 2026, and another 10% in each of the two succeeding years thereafter. We believe we are well positioned to achieve this growth and to continue the development of the platform.

To date, we have achieved a household penetration level of 2.1% in our Prime markets globally, including 3.7% in our Prime markets in Europe. This is led by France with 6.3%; France has been on a positive trajectory since it was introduced as our first Prime market, and Spain is following a similar penetration trend. If we were to achieve 6.3% penetration across all of our existing markets, we could capture 19 million Prime members (subscription-based) in these markets. With 10% penetration, we could capture 30 million Prime members (subscription-based) in these markets. We believe there is credible support for these penetration levels given the rapid adoption of Prime in its core markets thus far, supported by other subscription platforms achieving significantly higher levels: Spotify and Netflix have European household penetration levels of 44% and 35%, respectively (estimates based on worldpopulationreview.com for Netflix and "business of apps" for Spotify).

Expansion into new markets for Prime

Prime currently operates in 10 markets globally, while as a transactional business eDreams is present in 44 markets worldwide. We have introduced testing for Prime in additional markets globally, covering six continents and significantly increasing our potential customer base.

Through launching Prime in multiple markets around the world, we believe we have developed a strong repeatable formula that is scalable across markets. The Prime virtuous circle starts by acquiring initial customers in a new geography by providing the best value proposition, and retaining these subscribers with our best-in-class customer experience and satisfaction. Recommendations by existing users can add subscribers and lower our marketing costs for acquiring new members, starting the cycle over at a lower cost and developing our market further.

Tiering subscriptions to develop yield optimization

Several top subscription platforms around the world have developed additional subscription offerings or tiers to their portfolios. These additional offerings can be tailored with more premium features to capitalize on potential customers willing to spend more, or a more basic version to capture additional share by customers with more restrictive wallets.

	Spotify	Netflix	Deliveroo	Costco
Original	Spotify Premium	Netflix	Plus	PriceCostco
New subscription offerings added over time	Premium Individual	Standard with ads	Plus Gold	Gold Star
	Premium Student	Standard	Plus Diamond	Executive
	Premium Family	Premium	Deliveroo Students	Business
	Premium Duo		For Business	Business Executive

Source: Group data

Adopting a segmentation and tiering approach brings businesses several advantages both in the short and long term. Market penetration, customer retention, customer satisfaction and brand perception can all be increased by this approach, further ingraining the platform in its respective space.

Over the past year, we have launched our "second" Prime proposition, Prime Plus. This tier includes all benefits of normal Prime, as well as the ability to share discounts with four friends and family members, and the ability to cancel two flight bookings made in the app after the free trial. We are able to charge a higher amount for this tier, and have been successful in its delivery. Customers subscribing for Prime Plus lead to better engagement with our

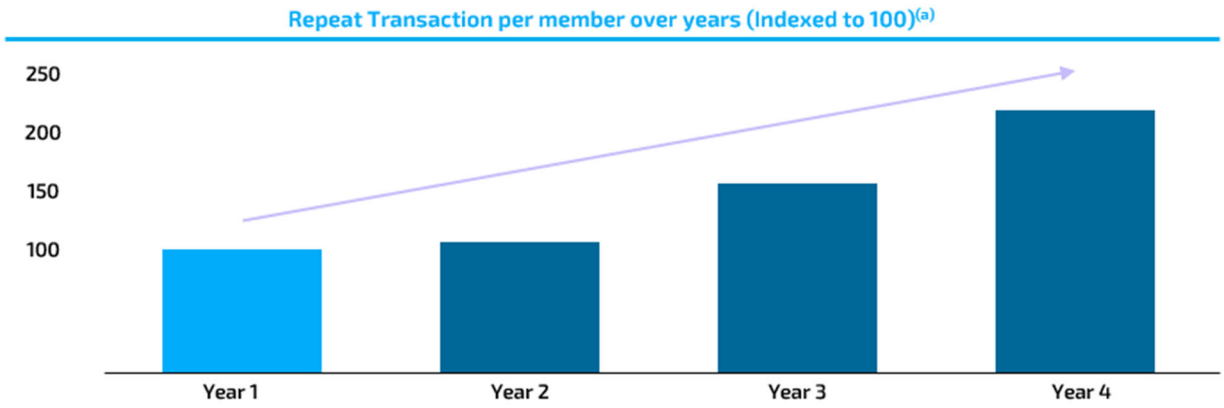
platform, including a significant increase in repeat transactions, and Prime Plus members are 10% more likely to have been recommended the upgraded product by a friend or family member, reinforcing our virtuous circle approach.

Expansion into adjacencies

There are significant opportunities to further appeal to customers via large travel products aside from flights, such as hotels. Phocuswright estimated the global hotel market at €531 billion in 2024, €293 billion of which originates from online platforms. OTA penetration in the online platform market for hotels is estimated at 62% in 2024.

In 2022, we offered a white label solution with hotel search results for Prime customers, but experienced significant shortcomings and lacked a state-of-the-art user experience. Now in 2025, we offer a significantly better hotel experience through our own proprietary platform that is undergoing continuous enhancements. The platform now offers attractive prices, 15+ campaigns per year with negotiated high-value discounts, groundbreaking AI driving sort, price and merchandising, "Best Price" guarantees, multiple room types per booking and more.

This updated platform has already resulted in notable key site metrics for Prime, including a 50% conversion improvement, 2.9x hotel Prime bookings share uplift, and 40% higher lifetime value ("LTV") for customers booking a flight and hotel versus only a flight, all in less than a year. The ratio of Prime 24-month LTV-to-customer acquisition costs over the last three years remained in the range of 2x-3x. Prime customers also have a higher Net Promoter Score on hotels, at 57 versus 50 for the main Prime platform, and annual retention rates increase 13% when customers also book hotels.



Source: Group data
(a) Average of repeat transactions per member for cohorts financial year 2020 to financial year 2025 spilt over the years in the program. Only for members eligible to keep interacting over the years.

Driven by the early success of hotel offerings, we are exploring other opportunities for adjacent expansion, including train, bus and in-destination activities, and new customer segments to acquire such as "Prime for Business" and a variety of partnership opportunities, including financial services institutions and other loyalty programs.

Increased profitability with longer-tenured members

We have discovered that tenure of subscribers is a key factor for not only revenue generation, with the average year four subscriber having double the transactions they did in year one, but also profit margins, driving us to minimize churn rates. The cash marginal profit margin for a year one member averages 18%, while year two and beyond members average 50%, thanks to reduced customer acquisition costs once the subscribers are full users of our platform. As markets mature, more tenured members make up a significantly larger portion of the total subscriber makeup, driving profitability higher in the more mature markets.

Leverage AI to improve customer experience and data monetization

In today's highly automated and personalized world, large data sets are key for a company to stay ahead of the

competition. We were an early adopter of artificial intelligence, beginning our platform in 2014, and have never slowed development, putting us in a strong technological position today. We have built a full platform that allows us to perform a number of actions no one else can in the travel space, and even across all of e-commerce. Our innovative AI capabilities and large data assets allow us to provide an enhanced and fully personalized customer experience, offer best-in-class product offering and user experience, and continuously improve company performance and productivity.

Outlook and Certain Financial Targets

We have set the following key targets for the year ending March 31, 2026:

- 8.3 million Prime members (subscription-based) (with further growth of at least 10% in each of the financial years 2027 and 2028);
- Cash EBITDA in the range of €215 - €220 million;
- (Free) Cash Flow ex Non-Prime Working Capital greater than €120 million; and
- Continue to invest in our Prime subscription program by expanding the workforce to approximately 1,850 employees, an increase in fixed costs to approximately €120 million and capital expenditures of approximately €60 million.

The foregoing are forward-looking statements. See "Forward-Looking Statements." See also "Business—Cautionary Statement Relating to the Outlook and Certain Financial Targets" and "Risk Factors—Our actual performance may differ materially from the targets included in this Offering Memorandum."

Recent Developments

The offering of the Notes is part of a broader refinancing transaction which includes a further amendment of the Company's existing super senior revolving credit facilities agreement, originally dated October 4, 2016 (as amended and restated from time to time and most recently on January 19, 2022), between the Company and certain of its subsidiaries, as borrowers, the Company and certain of its subsidiaries, as guarantors and Société Générale, Sucursal En España as agent and security agent, which is expected to be effective on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes), and will comprise a €185.0 million super senior revolving credit facility and a super senior bank guarantee facility (such guarantee facility initially with zero commitments with the ability to increase the commitments through use of the accordion feature). The proceeds from the offering of the Notes will be used, together with cash on balance sheet, to fund the redemption of the outstanding 2027 Notes, pay accrued interest in respect of the 2027 Notes on the redemption date and to pay any commissions, fees and expenses (including early redemption premia), in connection with the Refinancing Transaction. We intend to redeem the 2027 Notes, in accordance with the terms and conditions set forth in the indenture governing the 2027 Notes.

During financial year 2025, the Company deployed a total of €79.9 million for repurchases of its ordinary shares, which formed part of the Company's strategy to manage its share capital, fulfil obligations under its long-term incentive plan for employees ("LTIP"), support share liquidity, and ultimately return capital and generate value for its shareholders. These repurchases were conducted via share buy-back programs, a tender offer, and other off-market acquisitions, including from significant shareholders. See also Note 22.4 "Equity—Treasury shares" to our 2025 Consolidated Financial Statements. The existing €50 million share repurchase authorization implemented by the Board of Directors in November 2024 has been fully utilized and was completed on May 29, 2025. On May 22, 2025, the Board of Directors approved a new repurchase program for its ordinary shares to further enhance shareholder value with a maximum period of one year, subject to a maximum monetary amount of €20 million or a maximum number of shares purchased of 3,400,000.

THE REFINANCING

On the Issue Date, we issued Notes in an aggregate principal amount of €375.0 million.

We intend to redeem the 2027 Notes, in accordance with the terms and conditions set forth in the 2027 Notes Indenture.

We will use the proceeds from the offering of the Notes, together with cash on balance sheet, to fund the redemption of the outstanding 2027 Notes, pay accrued interest in respect of the 2027 Notes on the redemption date and to pay any commissions, fees and expenses (including early redemption premia) in connection with the Refinancing Transaction. See "Use of Proceeds" and "Capitalization."

Sources and Uses

The estimated sources and uses of the funds in connection with the Refinancing Transaction are shown in the table below, assuming that the Refinancing Transaction was completed as of March 31, 2025. Actual amounts are subject to adjustments and may vary from estimated amounts depending on several factors, including accrued and unpaid interests, estimated costs, fees and expenses (including redemption premium).

Sources	(€ millions)	Uses	(€ millions)
Notes offered hereby[(1)]	375.0	Refinancing of 2027 Notes[(3)]	375.0
Cash on balance sheet[(2)]	20.8	Accrued Interest[(4)]	4.3
		Estimated transaction costs[(5)]	16.5
Total	**395.8**	**Total**	**395.8**

(1) Represents the aggregate principal amount of Notes offered hereby issued at par.

(2) We intend to use cash from our balance sheet to pay for accrued interest and redemption premia on the 2027 Notes and transaction costs, including fees to the Initial Purchasers, in connection with the Refinancing Transaction.

(3) Represents the nominal value of €375.0 million aggregate principal amount of outstanding 2027 Notes, excluding amortized debt issuance costs.

(4) Represents €4.3 million of accrued and unpaid interest on the outstanding 2027 Notes as of March 31, 2025.

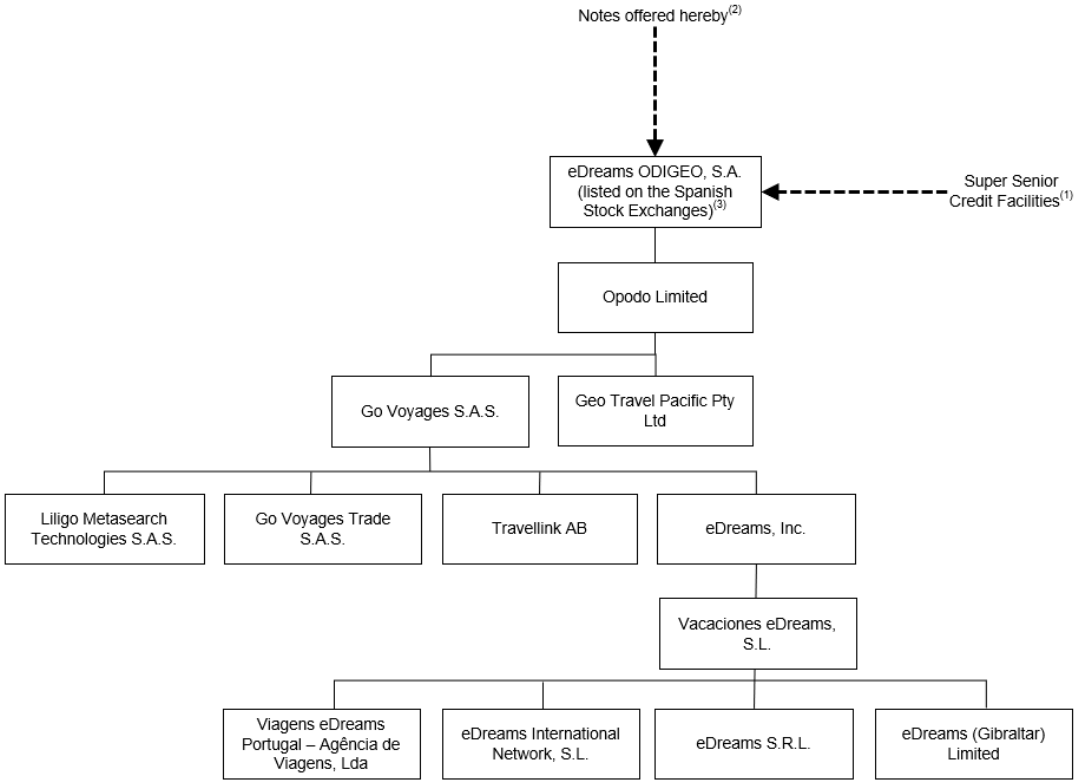
(5) Reflects transaction costs in connection with the Refinancing Transaction, comprising (i) early redemption premia amounting to approximately €5.2 million associated with the 2027 Notes on the currently anticipated redemption date and (ii) other transaction costs amounting to approximately €11.3 million in the aggregate, including fees to the Initial Purchasers. The actual amount of transaction costs may differ from the estimated amount depending on several factors, including differences between our estimates of fees and expenses and the actual fees and expenses as of the Issue Date.

The Issuer

eDreams ODIGEO, S.A. is a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain, incorporated on February 23, 2011 and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332. Its shares are publicly listed on the Spanish Stock Exchanges.

Summary Corporate and Financing Structure

The following diagram represents the entities of the Group borrowing or guaranteeing indebtedness under the Notes or the Super Senior Credit Facilities and gives an overview of the principal indebtedness of the Group after giving effect to the Refinancing Transaction. As of March 31, 2025, on a pro forma basis after giving effect to the Refinancing Transaction, the Company's subsidiaries which do not guarantee the Notes would have had no indebtedness. See "Use of Proceeds" and "Description of the Notes."



(1) The Super Senior Credit Facilities represent a €185.0 million super senior revolving credit facility and a super senior bank guarantee facility, made available to the Issuer and certain of its subsidiaries. The Super Senior Credit Facilities will supersede the existing super senior credit facilities under the super senior revolving credit and guarantee facilities agreement originally dated October 4, 2016, as amended and restated from time to time and most recently pursuant to an amendment agreement dated January 19, 2022, which amended facilities agreement was further amended and restated on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes), between, amongst others, the Issuer and certain of its subsidiaries, as borrowers, the Issuer and certain of its subsidiaries, as guarantors and Société Générale, Sucursal en España as agent and security agent. See "Description of Other Indebtedness—Super Senior Facilities Agreement." The intercreditor relationships between the lenders under the Super Senior Credit Facilities and the Trustee on behalf of the holders of the Notes are governed by the Intercreditor Agreement. The Issuer, along with Opodo, Go Voyages S.A.S., Liligo, Go Voyages Trade S.A.S., eDreams Italy, Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams Gibraltar, eDreams and Viagens eDreams, jointly and severally guarantee the obligations of the original borrowers under the Super Senior Credit Facilities. See "Description of Other Indebtedness—Intercreditor Agreement."

(2) The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain hedging obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over (x) the issued share capital of Opodo by the Issuer or over the issued share capital of the direct Subsidiary (as defined herein) of the Issuer (other than Opodo), as applicable, and (y) any Loan Receivables (as defined herein) by the Issuer. In addition, the Notes are guaranteed jointly and severally by Opodo, Go Voyages S.A.S., Liligo, Go Voyages Trade S.A.S., eDreams Italy, Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams Gibraltar, eDreams and Viagens eDreams pursuant to the Indenture (see "Description of the Notes—Brief Description of the Notes and the Guarantees—The Guarantees" and "Risk Factors—Risks Related to the Notes and the Guarantees—The granting of the Guarantees is restricted by local law"). As of March 31, 2025, the Issuer and the Guarantors, taken as a whole, represented approximately 98% of the Group's consolidated assets and for the year ended March 31, 2025 represented approximately 99% of the Group's consolidated Adjusted EBITDA and approximately 99% of the Group's consolidated Cash EBITDA. Accordingly, as of March 31, 2025, the non-Guarantor Subsidiaries of the Issuer represented approximately 2% of the Group's

consolidated assets and for the year ended March 31, 2025 had a positive Adjusted EBITDA contribution in the amount of approximately €0.8 million and a positive Cash EBITDA contribution in the amount of approximately €1.8 million.

(3) As of the Issue Date, all of the Issuer's subsidiaries are Restricted Subsidiaries (as defined in "Description of the Notes—Certain Definitions").

THE OFFERING

The summary below describes the principal terms of the Notes. See "Description of the Notes" in this Offering Memorandum for a more detailed description of the terms and conditions of the Notes.

Issuer	eDreams ODIGEO, S.A.
Notes Offered	€375.0 million aggregate principal amount of 4.875% Senior Secured Notes due 2030 (the "Notes").
Maturity	The Notes will mature on December 30, 2030.
Interest Rates and Payment Dates	We will pay interest on the Notes semi-annually in arrears on June 30 and December 30 of each year, commencing on December 30, 2025, at a rate of 4.875% per annum. Interest will accrue from the Issue Date.
Denominations	The Notes were issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof.
Security	The Notes are secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain hedging obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over (x) the issued share capital of Opodo by the Issuer or over the issued share capital of the direct Subsidiary of the Issuer (other than Opodo), as applicable and (y) any Loan Receivables of the Issuer (collectively, the "Collateral").
Guarantees	The Notes are guaranteed jointly and severally by the Guarantors. A Guarantee may be released in the event of certain sales or disposals of the relevant Guarantor, in the event of certain enforcement actions under the Intercreditor Agreement and under certain other circumstances. See "Description of the Notes—Release of the Guarantees."
Guarantors	Opodo Limited (United Kingdom) Go Voyages S.A.S. (France) Liligo Metasearch Technologies S.A.S. (France) Go Voyages Trade S.A.S. (France) eDreams S.R.L. (Italy) Vacaciones eDreams, S.L. (Spain) eDreams International Network, S.L. (Spain) Travellink AB (Sweden)

Geo Travel Pacific Pty Ltd (Australia)
eDreams, Inc. (Delaware, United States)
eDreams (Gibraltar) Limited (Gibraltar)
Viagens eDreams Portugal – Agência de Viagens, Lda (Portugal)

The Guarantors consist of the operating and intermediate holding companies listed above. As of March 31, 2025, the Issuer and the Guarantors, taken as a whole, represented approximately 98% of the Group's consolidated assets and for the year ended March 31, 2025 represented approximately 99% of the Group's consolidated Adjusted EBITDA and approximately 99% of the Group's consolidated Cash EBITDA. Accordingly, as of March 31, 2025, the non-Guarantor Subsidiaries of the Issuer represented approximately 2% of the Group's consolidated assets and for the year ended March 31, 2025 had a positive Adjusted EBITDA contribution in the amount of approximately €0.8 million and a positive Cash EBITDA contribution in the amount of approximately €1.8 million.

The Guarantees are subject to limitations relevant to the jurisdiction of organization of each Guarantor. See "Risk Factors—Risks Related to the Notes and the Guarantees—The granting of the Guarantees is restricted by local law."

Ranking of the Notes and Guarantees..... The Notes:

- are senior secured obligations of the Issuer;
- are secured as set forth under "Description of The Notes—Security," but holders of Notes will receive proceeds from the enforcement of the security over the Collateral only after all obligations under the Super Senior Credit Facilities and certain hedging obligations, if any, have been paid in full;
- rank senior in right of payment to any and all future obligations of the Issuer subordinated to the Notes;
- rank *pari passu* in right of payment with all existing and future indebtedness of the Issuer that is not subordinated to the Notes;
- rank *pari passu* in right of payment with the Super Senior Credit Facilities;
- are structurally subordinated to all indebtedness, other obligations and claims of holders of

preferred stock of the Issuer's subsidiaries that are not Guarantors; and

- are effectively subordinated to all of the Issuer's existing and future obligations that are secured by property or assets of the Issuer to the extent of the value of the property or assets securing such obligations, unless such property or assets also secure the Notes on an equal and ratable or priority basis.

Each Guarantee:

- is a senior unsecured obligation of such Guarantor;

- ranks pari passu in right of payment with all existing and future indebtedness of such Guarantor that is not subordinated to such Guarantor's Guarantee (including such Guarantor's obligations under the Super Senior Credit Facilities);

- ranks senior in right of payment to any future indebtedness of such Guarantor that is subordinated in right of payment to such Guarantor's Guarantee;

- is effectively subordinated to such Guarantor's existing and future obligations that are secured by property or assets of such Guarantor to the extent of the value of the property or assets securing such obligations unless such property or assets also secure such Guarantor's Guarantee on an equal and ratable or priority basis; and

- is structurally subordinated to all existing and future obligations of any of such Guarantor's subsidiaries that do not guarantee the Notes.

See "Description of Other Indebtedness—Intercreditor Agreement" for a description of certain terms affecting the Notes and the Guarantees, including provisions relating to the release of Guarantees and turnover of proceeds following an enforcement event under the Intercreditor Agreement.

As of March 31, 2025, on a *pro forma* basis after giving effect to the Refinancing Transaction, the Company's subsidiaries that do not guarantee the Notes would have had no indebtedness outstanding.

	The Issuer is a holding company dependent upon the cash flow of its operating company subsidiaries in order to satisfy its obligations under the Notes.
Intercreditor Agreement.....	The Notes are governed by the Intercreditor Agreement, dated on the Issue Date, entered into with, among others, the facility agent under the Super Senior Credit Facilities, the Trustee, the Issuer, various subsidiaries of the Issuer and the Security Agent. Pursuant to the terms of the Intercreditor Agreement, the liabilities in respect of the Super Senior Credit Facilities and certain hedging obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis) will receive priority to obligations under the Notes and the Guarantees with respect to any proceeds received from an enforcement of the Collateral.
Optional Redemption.....	The Issuer may redeem all or part of the Notes at any time on or after June 30, 2027, at the redemption prices described in "Description of the Notes—Optional Redemption." At any time prior to June 30, 2027, the Issuer may also redeem all or part of the Notes at a redemption price equal to 100% of the principal amount of the Notes redeemed plus a "make whole" premium, plus accrued and unpaid interest and additional amounts, if any, to but excluding the date of redemption. At any time prior to June 30, 2027, the Issuer may redeem up to 40% of the aggregate principal amount of the Notes with the net cash proceeds from certain equity offerings at a redemption price equal to 104.875% of their principal amount, plus accrued and unpaid interest and additional amounts, if any, to but excluding the redemption date; *provided* that at least 50% of the aggregate principal amount of Notes issued under the Indenture remain outstanding after the redemption. In addition, at any time prior to June 30, 2027, the Issuer may redeem in each calendar year up to 10% of the original aggregate principal amount of the Notes at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest to, but not including, the redemption date.
Optional Tax Redemption.....	If as a result of certain changes in law the Issuer or any Guarantor is or would be required to pay Additional Amounts (as defined in "Description of the Notes"), or would not be entitled to claim a deduction in computing tax liabilities in Spain in

	respect of any interest to be paid on the next interest payment date, the Issuer may redeem the Notes in whole, but not in part, at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to the date of redemption. See "Description of the Notes—Optional Tax Redemption."
Additional Amounts.....	All payments in respect of the Notes or the Guarantees will be made without withholding or deduction for any taxes or other governmental charges, except to the extent required by law. If withholding tax is required by law in any jurisdiction in which the Issuer or any Guarantor is or was incorporated, organized or resident for tax purposes, or from or through which payment is made by or on behalf of the Issuer or any Guarantor, subject to certain exceptions, the Issuer or Guarantor, as applicable, will pay Additional Amounts so that the net amount each holder of the Notes receives will equal the amount that the holder would have received in the absence of such withholding or deduction. See "Description of the Notes—Additional Amounts."
Change of Control.....	If the Issuer experiences specific kinds of changes in control, the Issuer may be required to offer to repurchase the Notes at a redemption price equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest and additional amounts, if any. A change of control, however, will not be deemed to have occurred if a specified consolidated Gross Leverage Ratio is not exceeded in connection with such event. See "Description of the Notes—Repurchase at the Option of Holders—Change of Control."
Certain Covenants.....	The Indenture governing the Notes limits, among other things, the Issuer's and Guarantors' ability to: • make certain payments, including dividends or other distributions; • incur or guarantee additional debt and issue preferred stock; • create or incur certain liens; • enter into arrangements that restrict payments of dividends to the Issuer or any Restricted

	Subsidiary (as defined in "Description of the Notes—Certain Definitions"); • sell assets, consolidate or merge with or into other companies; • engage in certain transactions with affiliates; • sell or transfer all or substantially all of our assets or those of our subsidiaries on a consolidated basis; • create unrestricted subsidiaries; • take any action that would have the result of materially impairing the security interests securing the Notes or any Guarantee of the Notes; and • in the case of the Issuer, engage in certain business or activities. These covenants contain important exceptions, limitations and qualifications. See "Description of the Notes—Certain Covenants."
Transfer Restrictions	The Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction and will not be so registered. The Notes are subject to restrictions on transferability and resale. See "Transfer Restrictions." Holders of the Notes will not have the benefit of any exchange or registration rights.
Listing	We have applied for the Notes to be admitted to the Official List of the LuxSE for trading on the Euro MTF.
No Prior Market	Although application has been made to admit the Notes to the Official List of the LuxSE for trading on the Euro MTF in accordance with its rules, the Notes are new securities for which there will be no established market. Although the Initial Purchasers have informed us that they intend to make a market in the Notes, they are not obligated to do so and they may discontinue market-making at any time without notice. Accordingly, we cannot assure you that a liquid market for the Notes will develop or be maintained.
Use of Proceeds	We will use the proceeds from the offering of the Notes, together with cash on hand, to fund the redemption of the 2027 Notes that remain outstanding, and to pay any commissions, fees and expenses (including early redemption premia) in

	connection with the Refinancing Transaction. See "Use of Proceeds" and "Capitalization."
Trustee	Deutsche Trustee Company Limited
Security Agent	Société Générale, Sucursal En España
Paying Agent and Transfer Agent	Deutsche Bank AG, London Branch
Registrar and Luxembourg Listing Agent	Deutsche Bank Luxembourg S.A.
Governing Law of the Indenture, the Notes and the Guarantees	New York
Governing Law of the Intercreditor Agreement	English
Governing Law for Security Documents relating to the Collateral	English

SUMMARY CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA

In this Offering Memorandum, we present the consolidated financial statements of the Group as of and for the years ended March 31, 2023, 2024 and 2025. Our selected consolidated financial information as of and for the years ended March 31, 2023, 2024 and 2025 presented below has been derived from our audited consolidated financial statements as of and for the year ended March 31, 2025, containing comparative financial information as of and for the year ended March 31, 2024, including the notes thereto and our audited consolidated financial statements as of and for the year ended March 31, 2024, containing comparative financial information as of and for the year ended March 31, 2023, including the notes thereto.

Our selected consolidated financial information has been prepared in accordance with IFRS. The Consolidated Financial Statements have been audited by EY, our independent auditors. Their auditors' report thereon are included elsewhere in this Offering Memorandum. You should read this summary consolidated financial information in conjunction with sections titled "Presentation of Financial Information and Other Data," "Selected Consolidated Financial Information and Other Data," "Management's Discussion and Analysis" and our Consolidated Financial Statements, including the notes thereto.

Consolidated Income Statement

	For the years ended March 31,		
	2023	2024	2025
	(audited) (in € millions, unless otherwise stated)		
Revenue	**587.8**	**650.5**	**671.2**
Cost of sales	(18.2)	—	—
Revenue Margin	**569.6**	**650.5**	**671.2**
Marketing and other variable expenses	(452.9)	(449.1)	(427.5)
Personnel expenses	(71.0)	(92.2)	(99.9)
Depreciation and amortisation	(33.8)	(37.8)	(44.2)
Impairment (loss)/reversal	(0.2)	(0.1)	6.9
Gain/(loss) arising from assets disposals	—	—	—
Impairment (loss)/reversal on bad debts	0.3	(0.4)	0.1
Other operating expenses	(21.8)	(29.9)	(31.4)
Operating profit/(loss)	**(9.8)**	**41.0**	**75.3**
Interest expense on debt	(24.0)	(23.0)	(22.9)
Other financial income/(expenses)	(3.2)	(4.0)	(3.4)
Financial and similar income and expenses	**(27.2)**	**(27.0)**	**(26.3)**
Profit/(loss) before taxes	**(37.0)**	**14.0**	48.9
Income tax	(6.4)	18.3	(3.9)
Profit/(loss) for the year from continuing operations	**(43.3)**	**32.4**	**45.1**
Profit for the year from discontinued operations net of taxes	—	—	—
Consolidated profit/(loss) for the period	**(43.3)**	**32.4**	**45.1**
Non-controlling interest – Result	—	—	—
Profit and loss attributable to shareholders of the Company	**(43.3)**	**32.4**	**45.1**
Basic earnings per share (€)	**(0.36)**	**0.26**	**0.37**
Diluted earnings per share (€)	**(0.36)**	**0.25**	**0.36**

Consolidated Statement of Financial Position

	As of March 31,		
	2023	2024	2025
		(audited) (in € millions)	
Assets:			
Goodwill	630.5	630.2	631.0
Other intangible assets	312.9	327.7	350.6
Property, plant and equipment	9.9	6.6	3.6
Non-current financial assets	2.2	2.2	3.1
Deferred tax assets	10.0	25.6	21.1
Non-current assets	**965.4**	**992.3**	**1,009.5**
Current financial assets	—	2.7	1.8
Trade receivables	52.3	51.8	64.3
Other receivables	17.2	14.1	7.7
Current tax assets	3.1	2.8	2.0
Cash and cash equivalents	35.9	91.2	76.9
Current assets	**108.5**	**162.6**	**152.6**
Total assets	**1,073.9**	**1,155.0**	**1,162.1**
Equity and liabilities:			
Share capital	12.8	12.8	12.8
Share premium	1,048.6	1,048.6	1,048.6
Other reserves	(767.0)	(802.6)	(761.6)
Treasury shares	(3.7)	(5.2)	(84.4)
Profit/(loss) for the year	(43.3)	32.4	45.1
Foreign currency translation reserve	(11.0)	(11.4)	(10.3)
Shareholders' equity	**236.3**	**274.5**	**250.2**
Non-controlling interest	—	—	—
Total equity	**236.3**	**274.5**	**250.2**
Non-current financial liabilities	374.8	373.6	373.2
Non-current provisions	2.8	1.9	2.3
Deferred tax liabilities	19.0	11.6	1.5
Non-current liabilities	**396.6**	**387.1**	**377.0**
Trade and other payables	287.8	317.9	302.5
Current financial liabilities	13.5	9.4	7.9
Current provisions	13.2	12.3	14.3
Current deferred revenue	121.3	146.7	193.8
Current tax liabilities	5.3	7.1	16.3
Current liabilities	**441.0**	**493.3**	**534.9**
Total equity and liabilities	**1,073.9**	**1,155.0**	**1,162.1**

Consolidated Cash Flow Statement

	For the years ended March 31,		
	2023	2024	2025
		(audited) (in € millions)	
Net profit/(loss)	**(43.3)**	**32.4**	**45.1**
Depreciation and amortisation	33.8	37.8	44.2
Impairment and results on disposal of non-current assets	0.2	0.1	(6.9)
Other provisions	(0.6)	(1.2)	2.5
Income tax	6.4	(18.3)	3.9
Finance (income)/expense	27.2	27.0	26.3
Expenses related to share-based payments	11.2	16.7	18.4
Changes in working capital	69.4	49.0	15.4
Income tax paid	(1.7)	(4.6)	(2.4)
Net cash from/(used in) operating activities	**102.5**	**138.9**	**146.4**
Acquisitions of intangible assets and property, plant and equipment	(38.2)	(49.1)	(55.4)
Proceeds on disposal of property, plant and equipment	—	—	—
Acquisitions of financial assets	(0.2)	—	(0.2)
Proceeds from disposals of financial assets	0.2	0.3	—
Net cash flow from/(used) in investing activities	**(38.2)**	**(48.8)**	**(55.6)**
Acquisition of treasury shares	—	(1.7)	(79.9)
Transaction costs on issue of shares	(3.7)	—	—
Gain/(loss) associated to treasury shares transactions	—	—	(0.4)
Borrowings drawdown	82.0	—	—
Reimbursement of borrowings	(121.5)	(6.3)	(2.8)
Interest paid	(21.1)	(21.2)	(20.8)
Other financial expenses paid	(3.4)	(2.3)	(2.4)
Interest received	0.1	0.4	0.8
Net cash flow from/(used) in financing activities	**(67.7)**	**(31.0)**	**(105.6)**
Net increase/(decrease) in cash and cash equivalents	**(3.4)**	**59.0**	**(14.7)**
Cash and cash equivalents at beginning of period	45.9	35.9	91.2
Bank facilities and bank overdrafts at beginning of period	(9.9)	(3.9)	—
Effect of foreign exchange rate changes	(0.6)	0.1	0.4
Cash and cash equivalents	**35.9**	**91.2**	**76.9**
Bank facilities and bank overdrafts	(3.9)	—	—
Cash and cash equivalents net of bank facilities and bank overdrafts at end of period	**32.1**	**91.2**	**76.9**

Other Unaudited Financial Metrics

The following financial information includes measures which are not accounting measures as defined by IFRS. These measures should not be used instead of, or considered as alternatives to, the audited consolidated financial statements for the Issuer based on IFRS. These measures may not be comparable to similarly titled measures disclosed by other companies.

	in € millions, unless otherwise stated (unaudited)
Pro Forma Net Indebtedness (as of March 31, 2025)[(1)]	311.0
Pro Forma Interest Expense (LTM March 31, 2025)[(2)]	19.9
Cash EBITDA (as of March 31, 2025)	180.4
Ratio of Pro Forma Net Indebtedness to Cash EBITDA[(3)]	1.7x
Ratio of Cash EBITDA to Pro Forma Interest Expense	9.1x

(1) Pro Forma Net Indebtedness represents Net Debt as of March 31, 2025, as adjusted to give effect to the Refinancing Transaction, including the offering of the Notes and the application of the proceeds thereof as described herein as if such Refinancing Transaction had occurred on March 31, 2025. The main impacts included are (i) the early redemption premia amounting to approximately €5.2 million associated with the 2027 Notes on the currently anticipated redemption date and (ii) the financing costs capitalized on the 2027 Notes that would be written off to the income statement as part of the derecognition of the financial liability (€3.3 million). Other transaction costs, including fees to the Initial Purchasers, amounting to approximately €11.3 million in the aggregate are assumed not to impact net indebtedness as they are expected to be capitalized.

(2) Pro Forma Interest Expense represents the assumed cash interest expense for the twelve months ended March 31, 2025 as adjusted to give effect to the Refinancing Transaction, as if it had occurred on April 1, 2024. Cash interest expense excludes interest expense attributable to the amortization of financing costs as well as direct costs of the Refinancing Transaction, but includes unused commitment fees on the Super Senior Credit Facilities.

(3) Excluding capitalized SSRCF financing fees of €6.1 million adjusted to give effect to the Refinancing Transaction, the Ratio of Pro Forma Net Indebtedness to Cash EBITDA is 1.8x.

Other Unaudited Financial and Operating Data

The following financial information includes measures which are not accounting measures as defined by IFRS. These measures have limitations as analytical tools and should not be used instead of, or considered as alternatives to, the audited consolidated financial statements for the Company based on IFRS. These measures may not be comparable to similarly titled measures disclosed by other companies. For the definitions of, explanations and the limitations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures and Other Key Operating and Performance Measures."

	For the years ended March 31,[(1)]		
	2023	2024	2025
	(unaudited, unless otherwise stated) (in € millions, unless otherwise stated)		
Revenue (excl. Adjusted Revenue items) (audited)	587.8	642.6	671.2
Adjusted Revenue items[(*)]	—	7.9	—
Total Revenue (audited)	**587.8**	**650.5**	**671.2**
Revenue Margin by geographical segments (audited)			
Top 6	415.3	466.3	496.6
Rest of the World	154.3	176.3	174.6
Adjusted Revenue items[(*)]	—	7.9	—
Cost of Sales	(18.2)	—	—
Total Revenue Margin	**569.6**	**650.5**	**671.2**

	For the years ended March 31,[1]		
	2023	2024	2025
	(unaudited, unless otherwise stated) (in € millions, unless otherwise stated)		
Revenue Margin by Prime / Non-Prime segments (audited)			
Prime	232.1	377.4	463.4
Non-Prime	337.5	265.2	207.8
Adjusted Revenue items[*]	—	7.9	—
Total Revenue Margin	**569.6**	**650.5**	**671.2**
Revenue Margin by timing of revenue recognition (audited)			
Gradual	223.7	341.5	418.1
Transaction Date	321.4	274.3	224.0
Other	24.5	26.8	29.0
Adjusted Revenue items[*]	—	7.9	—
Total Revenue Margin	**569.6**	**650.5**	**671.2**
Cash Revenue Margin[2][6]	621.0	676.1	717.9
Marginal Profit (excl. Adjusted Revenue items)[3]	113.2	183.8	234.9
Cash Marginal Profit[4][6]	164.7	217.3	281.6
Cash Marginal Profit Margin (%)[5][6]	26.5%	32.1%	39.2%
Prime ARPU (€)[7]	75.1	78.1	75.9
EBITDA[8]	24.2	78.9	112.5
Adjusted EBITDA[8]	33.0	87.8	133.7
Adjusted EBITDA Margin (% of Revenue Margin)[8]	5.8%	13.7%	19.9%
Cash EBITDA[9]	84.4	121.4	180.4
Cash EBITDA Margin (% of Cash Revenue Margin)[10]	13.6%	17.9%	25.1%
Adjusted net income[11]	(34.7)	22.9	51.2
Operating cost			
Personnel expenses	(71.0)	(92.2)	(99.9)
Impairment (loss)/reversal on bad debts	0.3	(0.4)	0.1
Marketing, other variable and other operating expenses	(474.7)	(479.1)	(458.9)
Operating cost[12]	**(545.4)**	**(571.6)**	**(558.6)**
Gross Financial Debt[13]	388.3	380.3	379.4
Net Financial Debt[13]	352.3	289.1	302.5
Gross Leverage Ratio[14]	4.6	3.1	2.1
Net Leverage Ratio[15]	4.2	2.4	1.7
Liquidity Position[16]	195.5	251.0	221.6
(Free) Cash Flow before financing activities[17]	64.4	90.1	90.9
Capital expenditure[18]	(38.2)	(48.8)	(55.6)
(Free) Cash Flow ex Non-Prime Working Capital[19]	20.1	44.9	100.0

(*) During the year ended March 31, 2024, the Group registered €7.9 million of Prime Revenue as a result of a change in estimation which was accounted for against Prime deferred revenue. See Note 7 "Segment Information" to our 2025 Consolidated Financial Statements. For purposes of presentation of non-GAAP measures, Revenue, Revenue Margin, Marginal Profit and deferred revenue were adjusted.

(1) With the exception of Operating cost, the measures presented in this table are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

(2) Reconciliation of Cash Revenue Margin to Revenue Margin:

	For the years ended March 31,								
	2023			2024			2025		
	Prime	Non-Prime	Total	Prime	Non-Prime	Total	Prime	Non-Prime	Total
	(in € millions)								
Revenue Margin[a]	232.1	337.5	569.6	377.4	265.2	642.6	463.4	207.8	671.2
Variation of Prime deferred revenue[b]	51.4	—	51.4	33.6	—	33.6	46.8	—	46.8
Cash Revenue Margin	**283.5**	**337.5**	**621.0**	**411.0**	**265.2**	**676.1**	**510.1**	**207.8**	**717.9**

(a) For the year ended March 31, 2024, Revenue Margin is excluding Adjusted Revenue items.

(b) Variation of Prime deferred revenue is further explained below:

	For the years ended March 31,		
	2023	2024	2025
	(in € millions)		
Prime deferred revenue at period start	63.2	114.6	140.3
Prime gradual method impact(*)	—	(7.9)	—
Prime deferred revenue at period start adjusted(*)	**63.2**	**106.7**	**140.3**
Prime deferred revenue at period end	114.6	140.3	187.0
Variation of Prime deferred revenue	**51.4**	**33.6**	**46.8**

(*) During the year ended March 31, 2024, the Group registered €7.9 million of Prime Revenue as a result of a change in estimation which was accounted for against Prime deferred revenue. See Note 7 "Segment Information" to our 2025 Consolidated Financial Statements. For purposes of presentation of non-GAAP measures, Revenue, Revenue Margin, Marginal Profit and deferred revenue were adjusted.

(3) Reconciliation of Marginal Profit to Revenue Margin (excl. Adjusted Revenue items):

	For the years ended March 31,		
	2023	2024	2025
	(in € millions)		
Revenue Margin (excl. Adjusted Revenue items)	**569.6**	**642.6**	**671.2**
Variable costs	(456.4)	(458.8)	(436.3)
Marginal Profit (excl. Adjusted Revenue items)	**113.2**	**183.8**	**234.9**

(4) Reconciliation of Cash Marginal Profit to Marginal Profit (excl. Adjusted Revenue items):

	For the years ended March 31,								
	2023			2024			2025		
	Prime	Non-Prime	Total	Prime	Non-Prime	Total	Prime	Non-Prime	Total
	(in € millions)								
Marginal Profit (excl. Adjusted Revenue items)	**40.4**	**72.8**	**113.2**	**130.5**	**53.2**	**183.8**	**197.3**	**37.6**	**234.9**
Variation of Prime deferred revenue	51.4	—	51.4	33.6	—	33.6	46.8	—	46.8
Cash Marginal Profit	**91.8**	**72.8**	**164.7**	**164.1**	**53.2**	**217.3**	**244.0**	**37.6**	**281.6**

(5) Reconciliation of Cash Marginal Profit Margin to Cash Marginal Profit:

	For the years ended March 31,								
	2023			2024			2025		
	Prime	Non-Prime	Total	Prime	Non-Prime	Total	Prime	Non-Prime	Total
	(in € millions, unless otherwise stated)								
Cash Marginal Profit	**91.8**	**72.8**	**164.7**	**164.1**	**53.2**	**217.3**	**244.0**	**37.7**	**281.6**
Cash Revenue Margin	283.5	337.5	621.0	411.0	265.2	676.1	510.1	207.8	717.9
Cash Marginal Profit Margin (%)	**32.4%**	**21.6%**	**26.5%**	**39.9%**	**20.1%**	**32.1%**	**47.8%**	**18.1%**	**39.2%**

(6) Cash Revenue Margin, Cash Marginal Profit and Cash Marginal Profit Margin by Prime / Non-Prime:

	For the years ended March 31,								
	2023			2024			2025		
	Prime	Non-Prime	Total	Prime	Non-Prime	Total	Prime	Non-Prime	Total
	(in € millions, unless otherwise stated)								
Revenue Margin (excl. Adjusted Revenue items)	**232.1**	**337.5**	**569.6**	**377.4**	**265.2**	**642.6**	**463.4**	**207.8**	**671.2**

	For the years ended March 31,								
	2023			2024			2025		
Variation of Prime deferred revenue	51.4	—	51.4	33.6	—	33.6	46.8	—	46.8
Cash Revenue Margin	**283.5**	**337.5**	**621.0**	**411.0**	**265.2**	**676.1**	**510.1**	**207.8**	**717.9**
Variable costs	(191.7)	(264.6)	(456.4)	(246.9)	(211.9)	(458.8)	(266.1)	(170.2)	(436.3)
Cash Marginal Profit	91.8	72.8	164.7	164.1	53.2	217.3	244.0	37.7	281.6
Cash Marginal Profit Margin (%)	**32.4%**	**21.6%**	**26.5%**	**39.9%**	**20.1%**	**32.1%**	**47.8%**	**18.1%**	**39.2%**

(7) Reconciliation of Prime ARPU to Cash Revenue Margin from Prime customers:

	For the years ended March 31,		
	2023	2024	2025
Cash Revenue Margin from Prime customers (€ millions)	283.5	411.0	510.1
Average Prime members (units)	3,773,945	5,260,154	6,719,808
Prime ARPU (€)	**75.1**	**78.1**	**75.9**

(8) Reconciliation of EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin to Operating Profit:

	For the years ended March 31,		
	2023	2024	2025
	(unaudited, unless otherwise stated)		
	(in € millions, unless otherwise stated)		
Operating profit/(loss) (audited)	**(9.8)**	**41.0**	**75.3**
Depreciation and amortisation (audited)	(33.8)	(37.8)	(44.2)
Impairment (loss)/reversal (audited)	(0.2)	(0.1)	6.9
Gain/(loss) arising from assets disposals (audited)	—	—	—
EBITDA	**24.2**	**78.9**	**112.5**
Long term incentives plan expenses	(11.2)	(16.7)	(18.4)
Other adjusted personnel expenses	(0.1)	—	—
Adjusted personnel expenses	**(11.3)**	**(16.7)**	**(18.4)**
M&A Projects (Waylo earn-out modification)	3.7	—	—
Other adjusted operating (expenses)/income	(1.1)	(0.2)	(2.8)
Adjusted operating (expenses)/income	**2.6**	**(0.2)**	**(2.8)**
Adjusted Revenue items(*)	**—**	**7.9**	**—**
Adjusted items	**(8.8)**	**(8.9)**	**(21.1)**
Adjusted EBITDA(a)	**33.0**	**87.8**	**133.7**
Revenue Margin (excluding Adjusted Revenue items)	569.6	642.6	671.2
Adjusted EBITDA Margin (%)	**5.8%**	**13.7%**	**19.9%**

(*) During the year ended March 31, 2024, the Group registered €7.9 million of Prime Revenue as a result of a change in estimation which was accounted for against Prime deferred revenue. See Note 7 "Segment Information" to our 2025 Consolidated Financial Statements. For purposes of presentation of non-GAAP measures, Revenue, Revenue Margin, Marginal Profit and deferred revenue were adjusted.

(a) For the years ended March 31, 2025 and 2024, respectively, the difference between EBITDA and Adjusted EBITDA is principally explained by:

- Long term incentive plan expenses of €18.4 million (year ended March 31, 2024: €16.7 million) dedicated to Group employees; and
- Other adjusted operating (expenses)/income of €2.8 million (year ended March 31, 2024: €0.2 million), notably related to exceptional expenses linked to consumer law cases in Germany.

For the years ended March 31, 2024 and 2023, respectively, the difference between EBITDA and Adjusted EBITDA is principally explained by:

- Long term incentive plan expenses of €16.7 million (year ended March 31, 2023: €11.2 million) dedicated to Group employees;
- Adjusted operating (expenses)/income of €3.7 million in the year ended March 31, 2023, relating to M&A projects; and
- Other adjusted operating (expenses)/income of €1.1 million in the year ended March 31, 2023, notably related to exceptional legal fees.

(9) Reconciliation of Cash EBITDA to Adjusted EBITDA:

	For the years ended March 31,											
	2023				2024				2025			
	Prime	Non-Prime	Non-allocated by segment	Total	Prime	Non-Prime	Non-allocated by segment	Total	Prime	Non-Prime	Non-allocated by segment	Total
	(in € millions)											
Operating Profit	**7.6**	**25.3**	**(42.8)**	**(9.8)**	**81.8**	**14.0**	**(54.8)**	**41.0**	**127.5**	**6.1**	**(58.4)**	**75,3**
Adjusted EBITDA(*)	**7.6**	**25.3**	**—**	**33.0**	**73.9**	**14.0**	**—**	**87.8**	**127.5**	**6.2**	**—**	**133.7**
Variation of Prime deferred revenue	51.4	—	—	**51.4**	33.6	—	—	**33.6**	46.8	—	—	**46.8**
Cash EBITDA	**59.1**	**25.3**	—	**84.4**	**107.4**	**14.0**	—	**121.4**	**174.3**	**6.2**	—	**180.4**

(*) Prime and Non-Prime Adjusted EBITDA corresponds to Operating Profit for Prime and Non-Prime because the adjustments from Operating Profit to Adjusted EBITDA (disclosed in reconciliation table (8) above) correspond to the non-allocated by segment columns.

(10) Reconciliation of Cash EBITDA Margin to Cash EBITDA:

	For the years ended March 31,								
	2023			2024			2025		
	Prime	Non-Prime	Total	Prime	Non-Prime	Total	Prime	Non-Prime	Total
	(in € millions, unless otherwise stated)								
Cash EBITDA	59.1	25.3	84.4	107.4	14.0	121.4	174.3	6.2	180.4
Cash Revenue Margin	283.5	337.5	621.0	411.0	265.2	676.1	510.1	207.8	717.9
Cash EBITDA Margin (%)	20.8%	7.5%	13.6%	26.1%	5.3%	17.9%	34.2%	3.0%	25.1%

(11) Reconciliation of Adjusted net income to Net income:

	For the years ended March 31,		
	2023	2024	2025
	(in € millions)		
Net income(*)	**(43.3)**	**32.4**	**45.1**
Adjusted items (included in EBITDA)(**)	8.8	8.9	21.1
Impairment loss/(reversal) on brands	0.2	—	(7.0)
Tax effect of the above adjustments	(0.2)	—	(3.1)
Recognition of previously unrecognized tax losses and deductible differences	—	(18.4)	(4.9)
Adjusted net income	**(34.7)**	**22.9**	**51.2**

(*) Net income refers to the profit / (loss) attributable to shareholders of the Group as reflected in the consolidated income statement.

(**) The increase is mostly due to higher €7.9 million of Prime Revenue registered during the year ended March 31, 2024 as a result of a change in estimation which was accounted for against Prime deferred revenue and higher long-term incentives plan expenses, as well as other concepts incurred during the year ended March 31, 2025.

(12) The table below shows the breakdown of Operating cost to Variable costs, Fixed costs and Adjusted items. Variable costs, Fixed costs and Adjusted items are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

	For the years ended March 31,											
	2023				2024				2025			
	Variable costs	Fixed costs	Adjusted items	Total	Variable costs	Fixed costs	Adjusted items	Total	Variable costs	Fixed costs	Adjusted items	Total
	(in € millions)											
Personnel expenses	(3.7)	(55.9)	(11.3)	(71.0)	(4.3)	(71.2)	(16.7)	(92.2)	(4.9)	(76.7)	(18.4)	(99.9)
Impairment (loss)/reversal on bad debts	0.3	—	—	0.3	(0.4)	—	—	(0.4)	0.1	—	—	0.1
Marketing, other variable and other operating expenses	(452.9)	(24.4)	(2.6)	(474.7)	(454.1)	(24.8)	(0.2)	(479.1)	(431.6)	(24.5)	(2.7)	(458.9)
Operating cost	**(456.4)**	**(80.3)**	**(8.8)**	**(545.4)**	**(458.8)**	**(96.0)**	**(16.9)**	**(571.6)**	**(436.3)**	**(101.2)**	**(21.1)**	**(558.6)**

(13) Reconciliation of Gross Financial Debt to current and non-current financial liabilities and reconciliation of Net Financial Debt to Gross Financial Debt:

	As of March 31,		
	2023	**2024**	**2025**
	(in € millions)		
Non-current financial liabilities	374.8	373.6	373.2
Current financial liabilities(*)	17.1	9.4	7.9
SSRCF Financing costs(**)	(3.6)	(2.7)	(1.8)
Gross Financial Debt	**388.3**	**380.3**	**379.4**
Cash and cash equivalents	(35.9)	(91.2)	(76.9)
Net Financial Debt	**352.3**	**289.1**	**302.5**

(*) As of March 31 2023, the SSRCF financing fees capitalized were classified as current financial liabilities (see Note 24 "Financial liabilities" to our 2024 Consolidated Financial Statements).

(**) From the beginning of financial year 2024, the SSRCF financing fees capitalized have been reclassified to current financial assets.

(14) Reconciliation of Gross Leverage Ratio to Gross Financial Debt:

	As of and for year ended March 31,		
	2023	**2024**	**2025**
	(in € millions)		
Gross Financial Debt	388.3	380.3	379.4
Cash EBITDA	84.4	121.4	180.4
Gross Leverage Ratio	**4.6**	**3.1**	**2.1**

(15) Reconciliation of Net Leverage Ratio to Net Financial Debt:

	As of and for year ended March 31,		
	2023	**2024**	**2025**
	(in € millions)		
Net Financial Debt	352.3	289.1	302.5
Cash EBITDA	84.4	121.4	180.4
Net Leverage Ratio	**4.2**	**2.4**	**1.7**

(16) Reconciliation of Liquidity Position to Cash and cash equivalents:

	As of March 31,		
	2023	**2024**	**2025(a)**
	(in € millions)		
Cash and cash equivalents	35.9	91.2	76.9
Remaining cash available under SSRCF	159.6	159.8	144.7
Liquidity position	**195.5**	**251.0**	**221.6**

(a) Cash and cash equivalents for the first, second and third quarters of financial year 2025 were approximately €99 million, €41 million and €44 million, respectively. Remaining cash available under SSRCF for first, second and third quarters of financial year 2025 was approximately €128 million, €145 million and €145 million, respectively.

(17) Reconciliation of (Free) Cash Flow before financing activities to Net cash from / (used in) operating activities:

	For the years ended March 31,		
	2023	**2024**	**2025**
	(in € millions)		
Net cash from / (used in) operating activities	102.5	138.9	146.4
Net cash from / (used in) investing activities	(38.2)	(48.8)	(55.6)
(Free) Cash Flow before financing activities	**64.4**	**90.1**	**90.9**

(18) Reconciliation of Capital expenditure to Net cash from / (used in) investing activities:

	For the years ended March 31,		
	2023	**2024**	**2025**
		(in € millions)	
Net cash from / (used in) investing activities	(38.2)	(48.8)	(55.6)
Business combinations net of cash acquired	—	—	—
Capital expenditure	**(38.2)**	**(48.8)**	**(55.6)**

(19) Reconciliation of (Free) Cash Flow ex Non-Prime Working Capital to Cash EBITDA:

	For the years ended March 31,		
	2023	**2024**	**2025**
		(in € millions)	
Cash EBITDA	84.4	121.4	180.4
Taxes (see Consolidated Cash Flow Statement)	(1.7)	(4.6)	(2.4)
Net cash from / (used in) investing activities	(38.2)	(48.8)	(55.6)
(Free) Cash Flow ex Non-Prime Working Capital (pre-interest)	**44.5**	**68.0**	**122.5**
Interests[(*)]	(24.5)	(23.1)	(22.5)
(Free) Cash Flow ex Non-Prime Working Capital	**20.1**	**44.9**	**100.0**

(a) Interests corresponds to the sum of the cash flow statement lines of "Interests paid," "Other financial expenses paid" and "Interests received."

RISK FACTORS

Set out below are certain risk factors that could materially and adversely affect our business, financial condition, liquidity, results of operations or prospects. The factors discussed below should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties. Additional risks and uncertainties of which we are not aware or that we believe are immaterial may also adversely affect our business, financial condition, liquidity, results of operations or prospects. If any of these events occur, our business, financial condition, liquidity, results of operations or prospects could be materially and adversely affected.

This Offering Memorandum also contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this Offering Memorandum.

Risks Related to the Travel Industry

Demand for our products is dependent on the travel industry, which may be materially affected by general economic conditions, geopolitical events and other factors outside our control. Declines or disruptions in the travel industry could adversely affect our business, financial condition and results of operations.

Our revenue is directly related to the overall level of travel activity, which is, in turn, largely dependent on discretionary spending levels. Discretionary spending generally declines during recessions and other periods in which disposable income is adversely affected. As a substantial portion of travel expenditure is discretionary, such expenditure tends to decline or grow slower during economic downturns with increased unemployment and reduced financial capacity on a global basis. The outlook for the global economy in the near- to medium-term remains uncertain due to several factors, including geopolitical risks and concerns around global growth and stability. The resulting uncertainty over macroeconomic conditions, particularly in some of our Top 6 markets, has affected and, if it were to continue, could again affect demand for our products.

Economic and financial weakness and uncertainty may result in lower spending on our products, in Europe or elsewhere, which may have a material adverse impact on our business, financial condition and results of operations. In particular, economic and financial conditions may be adversely affected by the increased global trade protectionism of the United States's proposed tariffs policy, which if fully enacted, would likely prompt retaliatory measures, increasing the possibility of a global trade war, higher inflation, and negative effect on global economic growth. These tariffs, alongside possible retaliatory measures, could impact spending on our products, as well as have adverse impacts on the global economy and may result or contribute to recessionary conditions. The extent and duration of tariffs and the resulting impact on macroeconomic conditions and on our business are uncertain and may depend on various factors, including negotiations between the United States and affected countries, retaliation imposed by other countries and tariff exemptions. While we actively monitor these developments, the evolving nature of tariff policies means there remains a high degree of unpredictability. Assessing the full impact of the currently announced tariffs, or other potential tariffs and changes to global trade policies, and their consequential impacts, including on our results of operations, is complex and uncertain.

Economic and financial conditions in Europe may be adversely impacted by the long term effects of the departure of the United Kingdom from the European Union (commonly referred to as "Brexit") or any exit of other Member States from the European Union. Continuing adjustments in light of Brexit could lead to adverse effects on the economy of the United Kingdom and the other economies in which we operate. In addition, restrictions on the freedom of movement between the United Kingdom and the European Union, including the recent introduction of the UK Electronic Travel Authorization (ETA) system, may result in lower spending on our products.

Furthermore, travel activity and traveler safety concerns may be impacted by geopolitical events, including political crises, terrorist attacks, war, and other political and economic instability. Long-lasting travel disruptions in certain regions could materially adversely affect our business, financial condition or results of operations. In recent years, political and/or economic instability in several markets such as Latin America, Russia and the Middle East, have also negatively impacted travelers' appetite to travel to and from these destinations. Other macroeconomic and geopolitical risks to global economies include an escalation of the conflict in the Middle East, and tension between each of Russia and China and the West, particularly as this relates to pressure on European NATO ally governments

to increase defense spending, which could be financed in part by increased taxation, generating inflationary pressure and higher interest rates, reducing public services and disposable incomes.

The occurrence and consequences of such events are unpredictable, and further attacks, political or economic instability, disease outbreaks or military action could have a material adverse effect on the travel industry in general and, consequently, our business, financial condition or results of operations.

Our business could be adversely affected by the occurrence of events affecting travel safety, such as natural disasters, actual or threatened terrorism and political and social instability, which are outside our control.

The travel industry is sensitive to safety concerns. Our business could be adversely affected by the occurrence of travel-related accidents, such as airplane crashes (whether caused by human or technical defaults or otherwise), incidents of actual or threatened terrorism, political instability or conflict or other events whereby travelers become concerned about safety issues, including as a result of unusual weather patterns or natural disasters (such as hurricanes, tsunamis, earthquakes or volcanic ash clouds), increased transportation and fuel costs, climate change policy and environmental lobbying, increased transport-related taxes, potential outbreaks of epidemics or pandemics (such as COVID-19, Ebola, influenza, H1N1 virus, Avian Flu or Severe Acute Respiratory Syndrome outbreaks) or other human or natural disasters (such as those that may result in exposure to radiation) resulting in reduced domestic or international travel.

The ever increasing intensity of natural disasters and the impact of adverse meteorological events, such as the devastating wildfires in California and the Mediterranean, the recent hurricanes including hurricanes Beryl and Helene and the DANA flash floods in Valencia, Spain, have all detrimentally impacted the travel industry in the affected regions.

Wars and terrorist attacks such as the multiple bombings across the Middle East and Africa and changes in terrorism alert levels have increased travelers' safety concerns which could adversely affect travel demand, in particular if such attacks were to develop into sustained campaigns of actual or threatened terrorism across Europe or internationally. In recent years, terrorist attacks in mainland Europe (London, Paris, Nice, Barcelona, Madrid and Berlin), have negatively impacted travelers' appetite to travel, particularly to cities that have been subject to terrorist attacks. Airspace closures, airline bans and flightpath re-routings in these impacted geographies have caused operational disruption as well.

Aircraft related concerns such as the grounding of the Boeing 737 Max, issues with the Boeing 777 engine failures or, more recently, the fatal collision between a CRJ-700 and a military helicopter near Washington, D.C., United States, have also increased travelers' concern about safety issues.

Any such decrease in demand, depending on its scope and duration, together with any other issues affecting travel safety, could materially and adversely affect our business and financial performance over the short and long term. The occurrence of any such event could result in a decrease in our customers' appetite to travel and adversely affect our business, financial condition and results of operations.

Moreover, due to the seasonal nature of our business, the occurrence of any of the events described above during our peak summer or holiday travel seasons, or when customers are considering booking their summer vacations, could exacerbate or disproportionately magnify the adverse effects of any such event and, as a result, could materially and adversely affect our business or financial performance.

Our business, financial condition and results of operations could be adversely affected if one or more of our major suppliers, such as airlines, suffer a deterioration in their financial condition or restructure their operations.

As we are an intermediary in the travel industry, a substantial portion of our revenue is affected by the fares and tariffs charged by our suppliers, including airlines, GDSs, hotels and rental car suppliers, and the volume of products offered by our suppliers. As a result, if one or more of our major suppliers, including airlines, our primary hotel sourcing and technology partners and our principal rental car white label supplier, were to suffer a deterioration in their financial condition or restructure their operations, it could adversely affect our business, financial condition and results of operations. Supply chain shortages in certain markets (such as, amongst others, for microchips, gas or

electricity, and general price inflation in oil and petrol) have increased the prices charged by our suppliers. Accordingly, our business may be negatively affected by adverse changes in the markets in which our suppliers operate.

In particular, as a substantial portion of our revenue depends on our supply of flight mediation services, we could be adversely affected by changes in the airline industry, including consolidation, bankruptcies and liquidations, and in most cases, we will have no control over such changes. Events or weaknesses specific to the flight travel industry that could negatively affect our business include the effects of pandemics, air fare fluctuations, airport, airspace and landing fee increases, seat capacity constraints, removal of destinations or flight routes, travel-related strikes or labor unrest, imposition of taxes or surcharges by regulatory authorities and fuel price volatility. While decreases in prices for flights and other travel products generally increase demand, such price decreases generally also have a negative effect on the commissions we earn, particularly in our non-flight business, which is more dependent on commissions than our flight business. The overall effect of a price increase or decrease is therefore uncertain.

In the past several years, several major airlines have filed for bankruptcy, recently exited bankruptcy, or discussed publicly the risk of bankruptcy. In addition, some of these airlines have merged, or discussed merging, with other airlines. If one of our major airline suppliers merges or consolidates with, or is acquired by, another company that either does not participate in the GDS system we use, or that participates in such system but at substantially lower levels, the surviving company may elect not to make supply available to us or may elect to do so at lower levels than the previous supplier. Similarly, in the event that one of our major airline suppliers voluntarily or involuntarily declares bankruptcy and is subsequently unable to successfully emerge from bankruptcy, and we are unable to replace such a supplier, our business would be adversely affected. For example, the recent bankruptcies of Air Malta, FlyArna, and LIAT (Antigua and Barbuda), as well as Spirit filing for Chapter 11, have resulted in capacity reductions and a decrease in the number of airline tickets and routes available for booking on our websites.

In addition, our business may also be adversely affected by operational problems of airlines and airports resulting in large-scale cancellations such as the Southwest airlines cancellation of over 1,800 flights over a weekend in October 2021, the knock-on effects of the CrowdStrike IT Outage in July 2024 on airline and airport operating systems causing the cancellation of thousands of flights worldwide, and the cancellation of over 1,000 flights at Heathrow Airport in March 2025 as a result of a power outage.

Further consolidation of one or more of the major airlines could result in further capacity reductions, a reduction in the number of airline tickets available for booking on our website and increased air fares, which may have a negative impact on demand for travel products.

For a discussion of potential risks related to changes in GDS trends and credit strength, see "—Risks Related to Our Business—A meaningful portion of our revenue is derived from commissions, incentive payments and fees negotiated with our travel suppliers and supplier intermediaries; any reductions or eliminations of such commissions and payments could adversely affect our business, financial condition and results of operations" below.

Our businesses are highly regulated, and a failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties may adversely affect our business, financial condition and results of operations.

We operate in a highly regulated industry. Our business and financial performance could be adversely affected by unfavorable changes in, or interpretations of, existing laws, rules and regulations, or the promulgation of new laws, rules and regulations applicable to us and our businesses. In particular, any future changes to IATA regulations or further tightening of the European and UK legislation relating to packaged travel (and individual countries' implementation thereof) could adversely affect our business. For example, in the United Kingdom, dynamic travel packages are currently regulated under the UK Package Travel and Linked Travel Arrangements Regulations 2018 (the "UK Package Travel Regulations"), which are based on the Package Travel Directive (EU) 2015/2302 (the "EU Package Travel Directive"), as amended post-Brexit. There have been consultations relating to the reform of the UK Package Travel Regulations, as well as a proposed UK legislation relating to subscription contracts. Although we have obtained approval from the Air Travel Organisers' Licensing Organization in the United Kingdom to ensure that we comply with the relevant requirements of UK law for selling Dynamic Packages to UK customers, any such changes in UK legislation may adversely impact our activities. In the European Union, dynamic travel packages are governed by the EU Package Travel Directive, which has been subject to public consultation and is proposed to be revised. It

is, therefore, likely that the legislative landscape for Dynamic Packages for the European Union and the United Kingdom will change and may adversely impact our operations in the European Union and the United Kingdom, but we are currently unable to assess the full extent of these impacts until the relevant legislation is finalized.

There is, and will likely continue to be, an increasing number of laws, regulations and court decisions pertaining to the Internet and online commerce, which may relate to liability for information retrieved from or transmitted over the Internet, display of certain taxes, discounts and fees, auto-renewal, online editorial and user-generated content, user privacy, behavioral targeting and online advertising, taxation, liability for third-party activities and the quality of products and services. For example, in certain jurisdictions where we operate, local regulations impose restrictions on or prohibit the credit/debit card operations that we can perform in order to protect the privacy and security of personal information that is collected, processed and transmitted in or from the governing jurisdiction. The growth and development of online commerce has led to more stringent consumer protection laws and more aggressive enforcement efforts by regulatory authorities, including on price transparency, that impose additional burdens on online businesses generally, such as increased costs associated with stronger data protection systems, fines and a loss of competitive advantage as a result of any disclosure related to operations. Such trends are likely to continue in the future, in particular in relation to customer privacy and data protection. See also "—Risks Related to Our Business—Our processing, storage, use and disclosure of personal data may give rise to liabilities as a result of governmental and/or industry regulation, conflicting law requirements and differing views of personal privacy rights, and we are exposed to risks associated with online commerce security." We are also subject to a risk of legal proceedings brought by antitrust, competition or data protection authorities and, from time to time, subject to claims from consumer protection organizations, the outcome of which could have a material adverse effect on our business, financial condition and results of operations. See "Business—Litigation and Disputes." Across the globe, profound shifts in political leadership and fears of an economic recession could trigger significant changes to fiscal policies, trade agreements and labor laws.

There are a number of new regulations due to be implemented related to digital and emerging technologies, including regulations related to artificial intelligence ("AI"), consumer and competition laws, in the EU and United Kingdom. For example, certain requirements under the recently implemented the EU AI Act (Regulation (EU) 2024/1689) began to apply on February 2, 2025, and the remaining requirements will become effective on a staggered basis until August 2027. The EU AI Act will impose material requirements, on both the providers and deployers of AI technologies, and prohibit certain AI practices, with infringement punishable by sanctions of up to 7% of annual worldwide turnover or €35 million (whichever is higher) for the most serious breaches. The UK government has announced plans to introduce legislation in 2025 to address AI risks. See also "—Risks Related to Our Business—Our use of AI may adversely affect our business, financial condition or results of operations."

While we believe we currently comply with all relevant regulations, we may not be able to comply with any future changes in, or new interpretations of, existing laws, rules and regulations, or with any new laws, rules and regulations applicable to us and our businesses. Any failure to comply with these existing or new laws and regulations may subject us to fines, penalties and potential criminal sanctions, as well as publicity which may be harmful to our reputation. Furthermore, if such laws and regulations are not enforced equally against our competitors in a particular market, our compliance with such laws and regulations may put us at a competitive disadvantage vis-à-vis competitors who do not comply with such requirements, in some cases because they are operating from offshore locations.

Because of our international operations, the various regulatory regimes to which we are subject may conflict so that compliance with the regulatory requirements in one jurisdiction may create regulatory issues in another, thereby making compliance more difficult, increasing the costs of conducting our business. In addition, our compliance with consumer protection laws, including in relation to price transparency, in one jurisdiction may result in a competitive disadvantage in other jurisdictions if implemented in whole or in part in such other jurisdictions when such consumer protection laws are not yet in effect in such other jurisdictions.

Political developments, including Brexit or any exit of other Member States from the European Union, could also lead to legal uncertainty with potential overlapping, inconsistent regulations. Brexit, for example, has led to restrictions on the freedom of movement between the United Kingdom and the European Union, which impacts the mobility of our personnel. Moreover, based on the terms of Brexit, we face overlapping EU and UK regulatory requirements. See also "—Demand for our products is dependent on the travel industry, which may be materially affected by general economic conditions, geopolitical events and other factors outside our control. Declines or disruptions in the travel industry could adversely affect our business, financial condition and results of operations." In addition, our strategy

involves expanding our business outside our more established markets, which could have legal, regulatory, including license, or tax requirements with which we are currently not familiar. Compliance with such requirements will place demands on our time and resources, and we may nonetheless experience unforeseen and potentially adverse legal, regulatory or tax consequences.

Our business requires us to obtain certain licenses or accreditations, and our IATA accreditation is critical to our business.

In some jurisdictions in which we operate, we are required to hold various travel agency and other licenses and accreditations, and pay certain license fees.

Regulatory authorities have relatively broad discretion to grant, renew and revoke licenses and approvals and to implement regulations. Accordingly, regulatory authorities could prevent or temporarily suspend us from carrying on some or all of our activities or otherwise penalize us if our practices were found not to comply with the then-current regulatory or licensing requirements or any interpretation of such requirements by the regulatory authority. For instance, in order to carry out flight booking operations, we are required to obtain IATA accreditation to sell flight tickets of airlines which are IATA members. Our failure to comply with any of these requirements or interpretations thereof could have a material adverse effect on our operations. On an annual basis and upon the occurrence of certain events, IATA reviews our financial statements, processes and operations to determine whether we are in compliance with IATA rules, in particular with respect to our IATA financial undertakings (including undertakings pertaining to capital resources, working capital and liquidity) and the level of sales for which we act as full agent of record. If we do not comply with such rules and financial undertakings, IATA may require us to provide guarantees and/or post-performance bonds in order to minimize credit risk on behalf of airlines. Although we are currently part of the IATA Go-Global Accreditation Model, under which we are assessed on a consolidated Group basis by IATA and no longer required to provide any financial guarantees and/or performance bonds in favor of IATA, should we or IATA decide to terminate this agreement, IATA could require our Group companies in certain jurisdictions to provide guarantees and/or performance bonds (see "Regulation"). In addition to guarantee requirements, IATA may impose penalties for non-compliance or, under certain circumstances, take suspension action, or remove us or any or all of our locations from the IATA agency list. Any such action by IATA could have a material adverse effect on our operations. In particular, if IATA were to remove us from the IATA agency list, such removal would prevent us from conducting a large portion of our current operations and could have a material adverse effect on our results of operations.

We receive funds from our customers before we are required to pay flight product suppliers. In recent years, IATA has repeatedly considered imposing shorter settlement terms. Recent examples include, from January 2025, in France, a reduction in the number of days between the end of the sales period and the payment date for a bi-monthly payment frequency from the current 10 calendar days to seven calendar days, and, in Spain, an increase in remittance frequency from three to four times per month. If further changes to BSP payment terms were to be implemented by IATA or other product suppliers, such changes could reduce the amount of time we hold customer funds before settlement with flight product suppliers, increasing our working capital requirements and adversely affecting our cash position. In addition, if IATA or other product suppliers were to no longer allow us to pay our product suppliers with corporate credit cards, this would result in a reduction of the commissions we receive from our corporate credit card providers.

IATA also requires that settlement of payments via the BSP must be in compliance with all airline terms and conditions and thereby forces us to comply with onerous airline restrictions, even when we have no direct commercial agreement with that airline. These terms and conditions may restrict our marketing or sales of that airline's fares and could adversely affect our operations.

Our business experiences seasonal fluctuations and comparisons of sequential quarters' results may not be meaningful.

Our revenues and operating results have varied, and we expect will continue to vary, from quarter to quarter. This is in large part attributable to the fact that our business experiences seasonal fluctuations, which are a function of seasonal trends for travel products, in particular leisure travel. Because we generate the largest portion of our net revenue from flight bookings, and this revenue is generally recognized at the time of booking, these trends cause our revenue to be highest in the periods during which travelers book their vacations. Therefore, our revenues tend to be lower in the quarter ending December 31 than in other quarters and typically highest in the quarter ending March 31,

corresponding to bookings for the busy spring and summer travel seasons. As a result, sequential quarter-on-quarter comparisons of our revenue, cash flows and operating results may not be meaningful. In addition, depending on the year, the Easter holiday season may fall in our first fiscal quarter or in our fourth fiscal quarter of any given financial year ending March 31. The timing of Easter and other holidays can therefore affect the comparability of our quarterly and yearly results.

Our business is influenced by the level of Internet penetration and a slowing in the growth of Internet penetration, or a fall, could adversely affect our growth prospects and our business, financial condition and results of operations.

We generate our revenue through the online sale of products and online advertising. As a result, our business is affected by the level of Internet penetration in the countries in which we operate (i.e., the percentage of a country's population that are Internet users), and in particular by the online travel penetration in such countries (i.e., the proportion of travel bookings made through the Internet).

In addition, we continue to seek to expand our international presence, and a successful expansion of our business outside our more established markets will depend on the level of Internet penetration in such markets. A slower adaptation of the Internet as an advertising, broadcast and commerce medium in those markets compared to many of our more established markets in which we currently operate could adversely affect our growth prospects and results of operations.

Linked to the level of Internet penetration is the level of online travel penetration, defined by Phocuswright as the percentage of total gross bookings made online. According to Phocuswright, the online travel penetration in Europe increased from 63% in 2022 and 65% in 2023 to 66% in 2024 and is expected to increase to 68% in 2025. However, there can be no guarantee that online travel penetration will continue to grow or remain at current levels, and as the substantial majority of our operations are in Europe, a slowing of the growth in online travel penetration in Europe, or a fall, could have an adverse effect on our growth prospects and our business, financial condition and results of operations.

Risks Related to Our Business

If we fail to retain existing Prime members or add new Prime members, our business, results of operations and financial condition could be materially adversely affected.

We have experienced significant Prime member growth over the past five years. The maturity spread of our Prime members is one of the principal drivers of our profitability and our continued business and revenue growth is in part dependent on our ability to retain existing members and add new members, and we cannot guarantee that we will be successful in doing so. There are a number of factors that could lead to a decline in members or that could prevent us from retaining and growing our membership base, including:

- our failure to deliver a Prime subscription offering that retains existing members and new members find attractive;
- our failure to deliver a satisfactory customer experience;
- pricing and perceived value of our subscription offering and of our products and services;
- our ability to achieve and sustain our market share in our Top 6 and Rest of the World markets;
- harm to our brand and reputation;
- members engaging with competitive online travel agencies;
- the ability of competitors to launch a successful competing subscription offering;
- deteriorating general economic conditions or a change in consumer discretionary spending preferences or trends, including a decline in the public's interest to travel; and

- political, social or economic instability and other events beyond our control such as the COVID-19 pandemic, other pandemics and health concerns, restrictions on travel, immigration, trade disputes, and the impact of climate change, including fires, floods, severe weather and other natural disasters on travel and seasonal destinations.

In addition, if our platform is not easy to navigate, if members have an unsatisfactory sign-up, search, booking or payment experience on our platform, if the content on our platform is not displayed effectively to members, if we are not effective in engaging with our members across our various offerings, or if we fail to provide an experience in a manner that meets rapidly changing customer preferences, we could fail to acquire and convert first-time customers and fail to retain existing members.

As a result of these factors, we cannot guarantee that our membership levels will be adequate to maintain or permit the growth of our business and revenue. A decline in our membership levels could have an adverse effect on our business, financial condition, and results of operations.

The market for subscription-based travel products and the market for our Prime subscription offering is still relatively new, and if it does not continue to grow, grows more slowly than expected or fails to grow as large as expected, or if our pricing model does not accurately predict the long-term rate of adoption or renewal, our business, financial condition and results of operations could be adversely affected.

We offer a distinctive type of travel subscription service for which the market is still relatively new, and it is uncertain to what extent market acceptance will continue to grow, if at all. Our success will depend in part on the willingness of new and existing customers to become Prime members and on the adoption of our Prime subscription-based program by the market at large. In many geographies, including our Rest of the World markets in which we plan to expand our presence in the future, the market for subscription-based travel products is unproven, with little data or research available regarding the market and industry. If new or existing customers do not perceive Prime as compelling or if subscription-based travel programs and subscription travel services do not achieve widespread adoption, or if there is a decline in demand for subscription travel services, then the market for our subscription program may not further develop, may develop more slowly than expected or may not achieve our expected growth potential, which could adversely affect our business, financial condition and results of operations.

Our Prime subscription program offers members various benefits, including attractive ticket prices, priority access to our customer service, additional benefits and exclusive Prime offers, deals and promotions. We continue to determine the optimal prices for our Prime subscription offering, and we may therefore not be able to accurately predict the long-term rate of adoption or renewal. As the market for our Prime subscription offering matures, as we adjust the contents of our Prime subscription offering, or as our competitors introduce competing subscription programs, we may be unable to attract new members or retain existing members at the same price or based on the same pricing model as we have used historically. In addition, the recurring nature of the Prime subscription fees exposes us to increased payment processing risk if a Prime member were to contest such recurring payment with their payment provider after it was charged to the relevant payment method. See "—We are subject to payment processing risk."

For these and other reasons, we may also be unable to accurately predict the demand for our Prime subscription offering, which could cause us to miss our financial targets and could otherwise have a material adverse effect on our business, financial condition and results of operations.

Our use of AI may adversely affect our business, financial condition or results of operations.

We use AI and machine learning in our products and services, including to personalize our products and services offering for our customers. We also make investments in AI and machine learning to improve our advertising, operations and develop new products or new features for existing products. There are significant risks involved in developing and deploying AI, and there can be no assurance that the usage of AI will enhance our products or services or be beneficial to our business, including our efficiency or profitability. The use of generative artificial intelligence, a relatively new and emerging technology in the early stages of commercial use, exposes us to additional risks, such as damage to our reputation, competitive position, and business, legal and regulatory risks and additional costs. For example, generative artificial intelligence has been known to produce false or "hallucinatory" inferences or output, and certain generative artificial intelligence uses machine learning and predictive analytics, which can create

inaccurate, incomplete, or misleading content, unintended biases and other discriminatory or unexpected results, errors or inadequacies, any of which may not be easily detectable by us or any of our related service providers. Accordingly, while AI systems may help provide more tailored or personalized user experiences, if the content, analyses, or recommendations that AI systems assist in producing in our products and solutions are, or are perceived to be, deficient, inaccurate, biased, unethical or otherwise flawed, our reputation, competitive position and business may be materially and adversely affected.

Additionally, if any of our employees, contractors, consultants, vendors or service providers use any third-party AI-powered software in connection with our business or the services they provide to us, it may lead to the inadvertent disclosure or incorporation of our confidential information into publicly available training sets, which may impact our ability to realize the benefit of, or adequately maintain, protect and enforce our intellectual property or confidential information, harming our competitive position and business. Any output created by us using AI tools may not be subject to copyright protection, which may adversely affect our intellectual property rights in, or ability to commercialize or use, any such content. In the United States, a number of civil lawsuits have been initiated related to the foregoing and other concerns, any one of which may, among other things, require us to limit the ways in which our AI systems are trained and may affect our ability to develop our AI-powered products and solutions. To the extent that we do not have sufficient rights to use the data or other material or content used in or produced by the AI tools used in our business, or if we experience cybersecurity incidents in connection with our use of AI, it could adversely affect our reputation and expose us to legal liability or regulatory risk, including with respect to third-party intellectual property, privacy, data protection and cybersecurity, publicity, contractual or other rights. Further, our competitors or other third parties may incorporate AI into their products more quickly or more successfully than us, which could impair our ability to compete effectively.

As a result of the complexity and rapid development of AI, it is also the subject of evolving review by various governmental and regulatory agencies that are applying, or are considering applying, their intellectual property, cybersecurity, data protection and other laws to AI and/or are considering or have proposed general legal frameworks on AI. We may not always be able to anticipate how to respond to these frameworks given they are still rapidly evolving. Given the current unsettled nature of the legal and regulatory environment surrounding AI, our AI features and our use, training and implementation of AI could subject us to new or enhanced governmental or regulatory scrutiny, product restrictions, social and ethical issues, negative consumer perceptions and reputational harm, intellectual property disputes and other issues, including issues related to cybersecurity and data privacy. AI-related regulations may develop at different rates and inconsistently across jurisdictions, and require us to expend significant resources or cause delays or disruptions to our offerings.

We face competition from other companies that are developing their own AI products and technologies. Those other companies may develop AI products and technologies that are similar or superior to our technologies or are more cost-effective to develop and deploy. Given the long history of development in the AI sector, other parties may have (or in the future may obtain) patents or other proprietary rights that would prevent, limit or interfere with our ability to make, use or sell our own AI products.

Any of these uncertainties or risks related to AI may adversely harm our business, financial condition or results of operations. See also "—We operate in an increasingly competitive environment, and we are subject to risks relating to competition that may adversely affect our performance."

We operate in an increasingly competitive environment, and we are subject to risks relating to competition that may adversely affect our performance.

Our businesses, which consist primarily of our travel websites, operate in the highly competitive travel industry. Factors affecting the competitive success of our businesses include the prices we offer consumers, the availability of travel supply, brand recognition, our ability to attract new customers at reasonable acquisition costs, customer service, ease of use, fees charged to travelers, accessibility and reliability. Consumers are becoming increasingly experienced users of the Internet and mobile applications, leading to more "do-it-yourself" searches where the consumer compares various travel options on their own. As a result, consumers have become more sensitive to fee differences, which in turn has led to increased price pressure on our products and services and the need to offer value-add products and enhance the customer experience.

We compete with a variety of companies, including established and emerging online and traditional sellers of travel-related services. Currently, these direct competitors include, among others:

- other online travel agents;
- travel suppliers, such as airlines, hotel companies and rental car companies, many of which have their own branded websites, in addition to their physical boutiques;
- metasearch companies, online portals and search engines; and
- traditional travel agencies and tour operators.

The expansion of social media websites has also affected the competitive dynamics in our markets.

Online travel agencies: We face competition from other OTAs, such as Expedia/Orbitz/eBookers/Hotels.com, Trip.com Group (including Travix), Priceline/Booking.com, Lastminute.com, Travelgenio, ETraveli, Kiwi and MakeMyTrip, which in some cases may offer more attractive products for both travelers and suppliers, offer products on more favorable terms, including lower prices (including as a result of accepting lower operating margins), increased or exclusive product availability, all-in offers combining airline, hotel and/or car rental products, absence of fees or unique access to proprietary loyalty programs, such as points and miles, or more favorable connectivity and inventory. These more favorable terms could make the offerings of other OTAs more attractive to consumers than ours, in particular if we are not able to match their all-in prices. In new markets into which we are expanding, there may be incumbent OTAs that are already established in the relevant market. While the barriers to entry are significant and our Prime subscription program is complex and difficult to replicate, our competitors could start offering comparable subscription programs that could hinder our ability to maintain and grow our existing Prime membership. Competition from other travel subscription programs could significantly hinder our business and materially and adversely impact our financial condition, liquidity, results of operations and prospects.

Some of our current and potential competitors, including large traditional travel service providers, have longer operating histories, larger customer bases, greater brand recognition, greater access to travel inventories and/or significantly greater financial, marketing, personnel, technical and other resources than we do. See also "—If we are not able to keep up with rapid technological changes or fail to address the challenges presented by recent trends in consumer adoption, our business could be adversely affected."

Travel suppliers: Most airline operators, tour operators, hotel and rental car suppliers, including suppliers with which we conduct business, have been steadily focusing on increasing online demand on their own websites and mobile applications in lieu of third-party distributors such as our various websites. For example, various low-cost carriers, which have gained segment share at the expense of network carriers, seek to distribute their online supply exclusively through their own websites, and it is possible that network carriers will engage in similar exclusivity initiatives through their own websites. In addition, travel suppliers may seek to discourage customers booking through other websites by imposing additional costs on such bookings. For instance, Lufthansa, Iberia, British Airways and Air France KLM, among others, are currently applying surcharges on some specific segments in GDS. While we have been able avoid those surcharges for key airlines (and as such secure content parity with the airlines' websites), through the adoption of a new distribution capability ("NDC") and other sources of non-surcharged content, any further development from any provider could adversely affect our results of operations. For example, if customers as a result of a GDS booking surcharge by a certain airline book a cheaper flight offered by a low-cost carrier on our website, we earn less service fees and may be subject to less favorable payment terms, including shorter settlement terms increasing our working capital requirements.

Moreover, some travel suppliers deliberately do not make available a part of their products via GDSs, which generally makes distribution of such products by us more challenging and expensive. Other travel suppliers seek to limit our access to their products in order to create, distribute and promote on specific distribution channels custom-made offers based on their own products. Since we expect that our Prime subscription program will permit us to gain even more market share from airlines, this practice by travel suppliers could have a significant impact on our growth and business. A recent illustration of this is Ryanair's policy, implemented since 2023, which involves limiting the existing supply of flight tickets to OTAs without a direct agreement. This was achieved by imposing restrictive access requirements on passengers booking through such OTAs, including certain verification procedures. Moreover, beyond

these access limitations, Ryanair also implemented unannounced and concealed technical blocking measures that prevent OTAs without a direct agreement from purchasing Ryanair tickets. We are currently involved in various legal actions in connection with these practices, including in Italy and Ireland, in particular. See also "Business—Litigation and Disputes."

In the context of a relationship agreement with a travel supplier, sometimes we agree to such restrictions, and where there is no relationship agreement, there can be no guarantee we will be able to continue to source content from these travel suppliers through our multisource content platform. See also "—We do not have relationship agreements with certain suppliers, including ones whose products we mediate, and some of those suppliers have sought to block our supply of their products using legal and technical means or sought to otherwise influence or restrict how we distribute their products" below and "Business—Litigation and Disputes."

In addition, suppliers who sell on their own websites or mobile applications may offer products and services on more favorable terms, including lower prices, increased or exclusive product availability, all-in offers combining airline, hotel and/or car rental products, absence of fees or unique access to proprietary loyalty programs, such as points and miles, which could make their offerings more attractive to consumers than ours. For example, should airline operators decrease the service fees charged to travelers for the services and products offered on their own branded websites, this would increase downward pricing pressure for the products we offer and potentially redirect customers from our websites to such airlines' branded websites.

Metasearch companies, online portals and search engines: The activities of online travel metasearch sites, such as Kayak/Momondo/Cheapflights, Skyscanner, Jetcost, Trivago, TripAdvisor, Google Flights, Google Hotel Finder and Idealo, which utilize their search technology to aggregate travel search results across suppliers, online travel and other websites, as well as similar services offered by large online portal and search companies such as Google and Yahoo!, affect the markets in which we operate. While AI-based search functions are developing, this technology currently relies on established content from these metasearch companies (e.g., Gemini referencing Google Flight Search, or ChatGPT providing links to metasearch, OTAs and airline websites). Emerging forms of AI-powered search tools may alter how users access and compare travel offerings online. While these technologies currently depend on established content sources, their evolution could impact traffic acquisition, customer conversion and the visibility of our services over time.

Metasearch companies and search engines generally do not directly compete with us because typically no bookings are made through their websites. However, mergers or preferential partnerships between OTAs and metasearch companies or search engines (such as the combinations of Booking Holdings (Booking.com, Priceline, Agoda, Rentalcars) with Kayak/Momondo/Cheapflights/Priceline, Trip.com with Skyscanner or Jetcost with lastminute.com) could result in a diversion of bookings to such other OTAs or merged entities on a preferred booking path basis. We believe that the trend of metasearch companies and OTAs converging has begun and may continue in the future as metasearch companies seek to facilitate product bookings more directly to increase revenues. Several of our metasearch competitors have larger resources than we have and different technology from ours and, accordingly, we may not be able to effectively compete to earn metasearch revenue. See also "—We may not be successful in implementing our strategy, including growing and optimizing our Prime subscription program and any strategic transactions such as mergers, acquisitions and joint ventures, and integrating any acquired businesses" below.

In addition, metasearch companies and search engines enable increased competition, thereby increasing downward pricing pressure on the products that we offer, and may redirect our potential customers to our direct competitors' websites. We increasingly receive a large number of requests from such companies, which places a significant demand on our information technology systems. In addition, in certain cases, these search engines charge us each time a user accesses our website through their own, even if such users do not purchase any products from us. If a substantial number of users visit our websites without making purchases, our expenses could increase considerably compared to our Revenue Margin.

Furthermore, metasearch companies apply certain technical criteria that could result in such companies not displaying eDreams ODIGEO travel products in their search results, which would also be the case if their payment structure made it unattractive for us to subscribe to their service. In most cases, we do not have long-term contracts with metasearch companies and we may not be able to renew our contracts when they expire on favorable terms or at all, which could adversely impact our ability to access the users of such metasearch companies. There can be no assurance that our relations with such metasearch companies will continue in the future. Moreover, metasearch

services may lower the cost for new companies to enter the market by providing a distribution channel without the cost of promoting the new entrant's brand to drive consumers directly to its website.

Furthermore, large established Internet search engines such as Google Search, with substantial resources, expertise and brand recognition in developing online commerce and facilitating Internet traffic, continue to focus on the online travel market. This is evidenced by the different initiatives launched by Google such as "Google Flights" or "Google Hotel Finders," which are enhanced metasearch tools offering access to a large inventory of travel products. The European Commission is currently investigating Alphabet for demonstrating bias through Google Search in favor of Google's own travel services under Article 6(5) of the Digital Markets Act (Regulation (EU) 2022/1925 dated September 14, 2022). The outcome of their investigation remains uncertain and, irrespective of the resolution of this matter, there is a risk that these services or similar services could negatively impact our business in the markets in which we operate. These activities could result in more competition from supplier websites and higher customer acquisition costs for third-party sites such as ours, which could have a material adverse effect on our business, financial condition and results of operations.

Social media websites and mobile platform travel applications: Social media applications or "apps," such as Instagram and TikTok, and mobile platforms, including smartphones and tablet devices, such as the iPhone and iPad, continue to grow rapidly. The emergence of mobile platforms has led to increasing use by consumers of standalone mobile apps to research and book travel. For example, Instagram enables users to book tickets through its platform, and gives OTAs and other travel suppliers the possibility to add "book" actions buttons allowing users to make purchases without leaving the Instagram platform. See also "—If we are not able to keep up with rapid technological changes or fail to address the challenges presented by recent trends in consumer adoption and use of mobile devices, our business could be adversely affected" below.

Customer-facing AI-based solutions such as ChatGPT are evolving rapidly and may offer both risks and opportunities for the Group. AI agents could potentially become a new and relevant channel for customer bookings. While we believe that we are well positioned to capitalize on this development, if we are unable to continue to rapidly innovate and create new, user-friendly and differentiated AI offerings and efficiently and effectively advertise and distribute on these platforms, or compete effectively, we could lose market share or suffer from changing economics underpinning our business and our future growth and results of operations could be adversely affected.

In addition, social media websites have introduced new dynamics into the competitive landscape. For example, with the emergence of social media, lack of customer satisfaction can more easily be shared with users of social media websites and be spread among a very large number of actual and potential readers, without us having any means of controlling the dissemination of such unfavorable customer reviews. Negative publicity may significantly harm our reputation in the markets in which we operate.

We rely on information technology to operate our business and maintain our competitiveness. If we do not continue to innovate and provide tools that are useful to travelers, or fail to adopt technological developments or industry trends, we may not remain competitive, and our revenues and operating results could suffer.

We depend on the use of sophisticated information technologies and systems, including customized in-house technology and systems used to attract customers to our websites, for example, for website front-ends and mobile apps, product building and pricing, reservations, trip management, customer service, internal and external communications, procurement, payments, fraud detection, administration and reporting. As our operations grow in size, scope and complexity, our success depends on our continued innovation, and our ability to improve and upgrade our systems and infrastructure, including our ability to source complete and competitive flight content and our ability to provide features and functionalities that make our websites and mobile apps user-friendly for travelers, particularly around our Prime subscription offering. Our competitors are constantly developing innovations in online travel-related products and features.

The prevalence of mobile devices could enable device companies that have substantial market shares in the mobile devices industry and that control the operating systems of these devices, such as Apple and Google's Android, to compete directly with us. Apple and Google have more experience producing and developing mobile apps and have access to greater resources than we have. To the extent Apple or Google, including Google Flight, use their mobile operating systems or app distribution channels to favor their own travel service offerings, our business could be adversely affected if such offerings are deemed permissible under the Digital Markets Act which came into force in

2024 to protect against abusive practices by gatekeepers such as Alphabet/Google and Apple. To be competitive in the mobile business requires us to develop specific software and applications under a variety of new platforms and operating systems, which are generally expected by our customers to offer the same features and to be as easily and intuitively operated as desktop interfaces. If we are not competitive on this front, we may lose market share as customers increasingly make their bookings on online devices. This poses significant challenges and requires us to make significant efforts to achieve these goals, including continuing to improve the functionalities of our mobile apps for our customers across all brands and markets.

As a result of the above, we must continue to invest significant resources in research and development in order to continually improve the speed, accuracy and comprehensiveness of our products. If we are unable to continue offering innovative products, we may be unable to attract additional users or retain our current users, which could adversely affect our business, results of operations and financial condition. Expanding our systems and infrastructure to meet any projected future increases in business volume may require us to commit substantial financial, operational and technical resources before those increases materialize, with no assurance that they actually will. Delays or difficulties in implementing new or enhanced systems or products may keep us from achieving the desired results in a timely manner, to the extent anticipated, or at all, and we may also be unable to devote adequate financial resources to develop or acquire new technologies and systems in the future, which could have an adverse impact on our business, financial condition and results of operations.

If we are not able to keep up with rapid technological changes or fail to address the challenges presented by recent trends in consumer adoption and use of AI or mobile devices, our business could be adversely affected.

The markets in which we compete are characterized by rapidly changing technology, evolving industry standards, consolidation, frequent new service announcements, introductions and enhancements and changing consumer demands. These market characteristics are heightened by the progress of technology adoption in various markets, including the continuing adoption of the Internet and online commerce in certain geographies, the use of AI and the growth of the use of smartphones and tablets for mobile e-commerce transactions, including through the increasing use of mobile apps. For example, we believe travel transactions will continue to grow rapidly on mobile platforms and may gain acceptance on AI platforms. As a result, our future success will depend on our ability to adapt to rapidly changing technology, to adapt our products to evolving industry standards and to continually improve the performance, features and reliability of our service in response to competitive service offerings and the rapidly evolving consumer trends and demands. We may not be able to keep up with these rapid technological changes or may fail to adequately address the challenges presented by the evolving marketplace.

In particular, as a result of the widespread adoption of mobile devices coupled with the improved web browsing functionality and development of apps available on these devices, we continue to experience a significant shift of business to mobile platforms and our advertising partners have also experienced a rapid shift of traffic to mobile platforms. Our major competitors and certain new market entrants are increasingly offering and updating mobile apps for travel-related products and other functionality. Approximately 64% of our flight bookings were made on average through mobile devices in the year ended March 31, 2025, compared with approximately 60% on average in the year ended March 31, 2024. We believe that mobile bookings continue to present an opportunity for growth and that it will be increasingly important for us to effectively offer our products through mobile apps and mobile optimized websites on smartphones and other mobile devices. Consumer adoption and use of mobile devices have created new challenges for our business. For example, revenue earned on a mobile transaction may be different to that earned in a typical desktop transaction due to different consumer purchasing patterns. For instance, on average, basket value is lower on mobile than on desktop driven by higher proportion of Prime members in mobile transactions as well as lower number of passengers per booking. Furthermore, given the device sizes and technical limitations of mobile devices, mobile consumers may not be willing to download multiple apps from multiple travel service providers and instead prefer to use one or a limited number of apps for their mobile travel activity. As a result, the consumer experience with mobile apps as well as brand recognition and loyalty have become increasingly important.

As a result, we spend, and intend to continue to spend, significant resources maintaining, developing and enhancing our services and infrastructure, including our mobile optimized websites, and our mobile apps and other technology. If we are unable to continue to rapidly innovate and create new, user-friendly and differentiated mobile offerings and efficiently and effectively advertise and distribute on these platforms, or if our mobile apps are not downloaded and used by travel consumers, we could lose market share to existing competitors or new entrants and our future growth and results of operations could be adversely affected.

Some of our current and potential competitors, including large traditional travel service providers, may be better placed to exploit rapid technological changes or to address the challenges presented by recent trends in consumer adoption and use of mobile devices. Our current and potential competitors may develop technology similar to or better than ours, which could result in us losing our competitive advantage over time and negatively affect our overall competitive position. Increased competition may result in reduced operating margins, as well as loss of market share, brand recognition and competitiveness, which could have a material adverse effect on our business, financial condition and results of operations.

A substantial portion of our revenue is generated by our flight activities. Changes in customer patterns with respect to these products may adversely affect us.

A substantial portion of our revenue depends on our supply of flight mediation services and, to a lesser degree, hotel nights, Dynamic Packages and car rentals. Although we also sell products such as train tickets, vacation packages and activities through certain of our websites, these sales only account for a limited portion of our revenue. Changes in consumer patterns leading to an increased preference for substitute products, such as train and bus tickets or non-regulated lodging alternatives such as vacation rentals, could adversely affect us. In particular, high-speed train networks in Europe have taken segment share from short-haul flights, principally within domestic markets. If these trends were to continue and we fail to achieve sales of such substitute products in volumes similar to our current flight and hotel sales volumes, this could have a material adverse effect on our business, financial condition and results of operations.

In certain markets, our business is also impacted by an increasing number of ESG-related legislative initiatives, in particular with respect to short-haul travel. For instance, in April 2020, the French Government announced its decision to ban short-haul domestic flights to reduce France's CO2 emissions. This decision by the French Government has affected flight routes where an alternative method of transportation, such as a high-speed rail connection, is available. Although the impact of this decision on our business remains limited to date given we also offer many of the alternative travel options for short-haul travel through our platform in France, similar initiatives in France and other markets could adversely impact our flight business. In terms of reporting, the EU Corporate Sustainability Reporting Directive ("CSRD"), and the obligation to report according to European Sustainability Reporting Standards, came into force for 2024 financial year reports published in 2025. As multiple EU members (including Spain) have not yet transposed the CSRD into national law, the EU deferred the obligation to comply, publishing an omnibus package of measures scaling back some of the reporting requirements, and deferring implementation dates to 2026.

A significant proportion of our business is in France and, to a lesser extent, Germany, Spain, Italy, the United Kingdom, the Nordics and the United States. Difficult macroeconomic circumstances in Europe, in particular France, Germany, Italy or Spain, could cause a decline in the demand for travel products and adversely affect our results of operations.

Our operations are principally in Europe, and France is our most important market. In the years ended March 31, 2024 and 2025, France accounted for 25% and 26% of our Cash Revenue Margin, respectively. Accordingly, changes in the demand for travel products in France, including as a result of the factors discussed above and elsewhere in these risk factors, may have a significant impact on our overall results. In addition, Germany, Italy and Spain are important markets for us and poor economic conditions could impact their economies as well as our business in these countries. A decrease in GDP and the corresponding contraction in consumers' discretionary spending on travel in these countries could negatively affect our results of operations in those markets. Our results of operations may be adversely affected if difficult macroeconomic circumstances in these countries or other countries in which we operate cause a sustained or significant fall in the demand for travel products.

Our business depends on the quantity of travel products made available to us by, and our relationships with, our suppliers and supplier intermediaries, such as GDS partners and other content aggregators, and a decrease in the products we can sell or an adverse change in these relationships or our inability to enter into new relationships could negatively affect our access to travel offerings and have a material adverse effect on our business, financial condition and results of operations.

Our ability to conduct our business generally depends on the quantity of flight seats made available for purchase by travel suppliers, such as airlines, and supplier intermediaries, and the price at which they offer such seats. Both

parameters are materially affected by factors outside our control, such as prices for jet fuel, government regulation, taxes or timetable constraints, any of which could lead to reductions in seat supply. Reductions in overall seat supply could adversely affect the quantity of products we are able to sell and, consequently, our business, financial condition and results of operations.

An important component of our business success depends on our ability to obtain, maintain and expand relationships with travel suppliers and supplier intermediaries, which can be difficult. Maintaining and expanding such relationships is important for our revenue generation because a substantial portion of our Cash Revenue Margin of 18% in the year ended March 31, 2025 and 18% in the year ended March 31, 2024 was derived from commissions, incentive payments and fees negotiated with our travel suppliers, our GDS partner and hotel third parties with which we have entered into formal relationships. See also "—A meaningful portion of our revenue is derived from commissions, incentive payments and fees negotiated with our travel suppliers and supplier intermediaries; any reductions or eliminations of such commissions and payments could adversely affect our business, financial condition and results of operations" below.

Where we have formal relationships with travel product suppliers, the conditions under which we sell their products through our websites may require ongoing negotiations to maintain these contracts, which may be time-consuming, prove unsuccessful and lead to disputes. For example, airlines blocking us from their content or prohibiting us from disclosing Prime prices for their tickets would create significant obstacles for us. See "Business—Litigation and Disputes." There can be no assurance that litigation will not prevent some or all of our websites from being able to sell certain travel products in the future. In certain circumstances, and depending on the terms of any applicable court ruling or settlement, although we may be able to access a suppliers' public website directly, there can be no guarantee that such direct connection will be legally or technically feasible. Any such access will be subject to the risks described in "—We do not have relationship agreements with certain suppliers, including ones whose products we mediate, and certain of such suppliers have sought to block our supply of their products using legal and technical means or sought to otherwise influence or restrict how we distribute their products" below.

In addition, certain of our formal agreements with airlines may limit our ability to access their products in certain markets or combinations of certain products in certain markets in which they operate their business.

Although we source our inventory from a variety of suppliers, it is critical for us to maintain our existing relationships with our flight content partners. We also depend on existing arrangements between suppliers and supplier intermediaries, such as full content agreements entered into between certain airlines and GDS providers and NDC outside of the traditional GDS environment. From time to time, we seek to renegotiate or change the terms of such existing arrangements in a manner that is beneficial to us, but we may not be successful in obtaining such beneficial terms and may be required to recognize costs or expenses or pay a penalty in connection with the termination of existing arrangements. In addition, any amendment or termination of our relationships with our GDS partners or of full content agreements between suppliers and supplier intermediaries could significantly limit our ability to offer certain flight mediation services to our customers and have a material adverse effect on our business, financial condition and results of operations. In addition, in certain cases, we rely on a limited number of suppliers for our supply of certain travel products. A significant reduction on the part of any of our major suppliers of their participation in our system for a sustained period of time or their complete withdrawal could have a material adverse effect on our business, financial condition and results of operations.

We also rely on a limited number of third-party sourcing partners for car rentals to make such content available to our customers through our website. In general, our arrangements with these sourcing partners do not require them to make available on our website any specific quantity of hotel room reservations or car rentals, or to make hotel room or accommodation reservations or car rentals available in any geographic area or at any particular price. Any amendment or termination of our relationships with any of our sourcing partners, as well as any inability or unwillingness on the part of any of our sourcing partners to perform their obligations, could significantly limit our ability to offer certain hotel rooms or other accommodations and car rentals through our website, divert our customers' demand for our sourcing partners' products to competitors' websites and have a material adverse effect on an important revenue stream for us.

We do not have relationship agreements with certain suppliers, including ones whose products we mediate, and certain of such suppliers have sought to block our supply of their products using legal and technical means or sought to otherwise influence or restrict how we distribute their products.

We have formal agreements with traditional GDS providers and other content aggregators, pursuant to which we request information and facilitate bookings by our customers of products distributed by such providers. In addition, we have formal relationship agreements with many of our airline suppliers pursuant to which we sell their products by connecting our customers directly to their proprietary inventory systems. However, we do not have formal agreements with certain of our suppliers, including certain low-cost airlines, although we are currently able to use our multi-provider content platform to source such suppliers' products by connecting our customers directly to their public websites.

In the past, some of these travel suppliers with whom we do not have a formal agreement have attempted to prevent or restrict us from accessing their inventory through both technological and legal means. In particular, certain airlines are striving for exclusivity of their online supply and have taken steps to prevent us from selling their products, including legal action against OTAs, including us, to prevent the offering of their products on third-party websites. Such suppliers have also employed technical means to seek to prevent OTAs from selling their products through, among other means, changing the configurations of their websites, their booking or online check-in processes. For example, Ryanair regularly used technologies to restrict OTAs from accessing its website via automated algorithms. Although we managed for several years to overcome the restrictions pushed by the software set up by Ryanair, in 2023 Ryanair developed new technologies to recreate barriers to the access to its inventory by using blocking algorithms and facial recognition requirements. While we consistently seek to mitigate the impact of fare removals or access restrictions imposed by our suppliers, there is no guarantee that future restrictions will not adversely affect our operations. To date, we have managed to investigate the impact of such legal or technical measures; however, there is no assurance that we will be able to do so going forward. Failure to effectively address these challenges could result in a material adverse effect on our business, financial condition and results of operations.

The development and maintenance of software to source flight content, in particular in some cases where we do not have an agreement with the supplier, is technologically challenging. If the desire of certain suppliers to distribute their products exclusively leads to more airlines developing systems and processes that prevent third-party booking systems, including ours, from offering real-time availability, this could lead to loss of connectivity and a consequential loss of bookings by our business.

The majority of the formerly GDS-traded carriers have initiated or are initiating NDC as a new distribution strategy offering a non-surcharged sourcing of the airlines' content. This new technology is well integrated into our systems and agreements are in place with multiple airlines.

Direct IT connections to travel suppliers with whom we do not have a relationship agreement in general are often less stable and more prone to failure than connections to suppliers with whom we have a relationship agreement or to professional aggregators. In the past, our booking platforms have been unable to connect directly to the public websites of certain suppliers due to technical issues related to connectivity, as a result of which we were unable to sell that supplier's travel products for a period of several days. Although we have been able to re-establish connections in the past, there can be no assurance that we will be able to do so in the future or that any loss of connectivity will not be for an extended period.

Any failure in such a connection or changes in the legal or technical conditions that allow us to access such a supplier's inventory could harm our reputation with customers and could have a material adverse effect on our business. In addition, if litigation or technological advancement impedes our ability to offer our customers the broadest selection of travel options possible, we could lose our competitive advantage in providing the best all-in fares and a broad range of travel products and our business would be adversely affected.

Our ability to earn service fees in the future may be limited.

While our reliance on service fees has significantly reduced as Prime has grown, service fees and markups still contribute significantly to overall revenue. Our ability to charge customers these service fees and markups in the future may be limited due to competition, consumer resistance to paying such service fees and markups, tightening of, or changes in, consumer protection legislation, and/or a potential structural market change, among other factors.

Reductions in our ability to earn service fees or markups could have a material adverse effect on our business, financial condition and results of operations. Our outlook and financial targets and plans presented elsewhere in this Offering Memorandum are based on the targeted continued growth of our Prime program. While we believe our Prime subscription program results in a more stable source of revenue through recurring subscription fees, competitors may launch similar imitations, forcing us to reduce the price of the subscription fee, and there is no guarantee that our Prime program will remain successful, will continue to grow at the expected rate or at all, or that we can continue to earn stable and recurring revenue from the subscription fees. The growth rate of our Prime program could be affected by various risks including but not limited to those presented herein.

A meaningful portion of our revenue is derived from commissions, incentive payments and fees negotiated with our travel suppliers and supplier intermediaries; any reductions or eliminations of such commissions and payments could adversely affect our business, financial condition and results of operations.

We derive a meaningful portion of our Revenue Margin from our relationships with suppliers (18% for the years ended March 31, 2025 and 2024), in particular from commissions and incentive payments negotiated with travel suppliers for bookings made through our websites. We also rely on fees paid to us by our GDS partners, Amadeus, Travelport and hotel third-party providers, which fees are determined based on various volume measures such as flight segments (which corresponds to the number of seats sold on each individual flight, whether or not part of a multi-flight journey).

Many of the formal agreements we have entered into with travel suppliers and supplier intermediaries are short-term contracts, providing our counterparties with a right to terminate at short notice or without notice. In certain cases we have entered into long-term agreements. In particular, we entered into a 10-year nonexclusive agreement with Amadeus in 2011, for which we signed an amendment in August 2019 (effective as January 1, 2021) to extend the term of the agreement until 2025. In 2024, we reached an agreement effective from January 1, 2025 to further extend the term of the agreement with Amadeus to December 31, 2029.

In financial year 2021, we also implemented a second GDS. In December of 2019, we entered into a five-year contract with Travelport, effective June 30, 2020. Revenue generated under our contracts with Amadeus and Travelport represents a substantial portion of our revenue. The initial term of our contract with Travelport is 68 months, until July 1, 2025, with successive autorenewal for three-month periods. Even when we have long-term agreements in place, no assurances can be given that our GDS partner or travel suppliers will not reduce or eliminate compensation or incentives paid to us, attempt to charge travel agencies for content, credit or debit card fees or other services, or otherwise attempt to change the financial terms of our agreements, any of which could reduce our revenue and margins, thereby adversely affecting our business, financial condition and results of operations.

Some of our agreements with travel suppliers or supplier intermediaries subject us to certain risks and any significant drop in the volume of transactions, resulting in a decline in incentives or commissions, could have a material adverse effect on our revenue and on our cash flow. For example, under some of these agreements, including some incentive agreements with airlines, we are only entitled to receive sales incentives if we meet certain minimum sales thresholds. In addition, pursuant to our agreements with GDSs, shortfalls in actual volume versus contractual annual targets will, in some cases, result in payable penalties.

To the extent any of our travel suppliers reduce or eliminate the commissions or incentive payments they pay us, our revenue may be reduced unless we are able to adequately offset such reduction by increasing the service fees we charge to our customers in a sustainable manner. However, any increase in service fees may also result in a loss of potential customers. Furthermore, our arrangement with travel suppliers may limit the amount of service fees that we are able to charge our customers.

As airlines increasingly add surcharges on traditional GDSs, there has been a shift towards sourcing this flight content through NDC, where these surcharges can currently be avoided. In addition to this trend, there has been an increase in the market share of low-cost airlines. The shift away from flight products sourced from GDSs caused by these developments has had an adverse effect on our average Revenue Margin per Booking, because in these cases we usually receive less supplier incentives than in the case of bookings generated through traditional GDSs. Although we have been successful in responding to lower GDS incentives payments by growing our other sources of revenue, notably through our Prime subscription program and maintaining other commercial incentives, there can be no assurance that we will be able to continue to maintain or increase our revenue from customers while remaining

competitive. For GDS carriers in the United States, a new "pay for content" trend is emerging, driven by competitors such as Expedia and Priceline, paying for exclusivity deals with content from airlines such as Delta and JetBlue, not available to competing OTAs. Although our extensive Prime closed user groups still represent an attractive proposition to U.S. airlines, there can be no assurances that such trend will not adversely affect our business in the future.

Our business could be negatively affected by changes in search engine algorithms and search engine relationships.

We utilize to a significant extent Internet search engines, principally through the purchase of travel-related keywords, in particular on Google, and inclusion in Metasearch results, to generate traffic to our websites. The purchase of travel-related keywords consists of anticipating what words and terms consumers will use to search for travel on Internet search engines and then bidding on those words and terms in the applicable search engine's auction system. We bid against other advertisers for preferred placement on the applicable Internet search engine's results page. Search engines, including Google, frequently update and change the logic that determines the placement and display of results of a consumer's search, such that the purchased or algorithmic placement of links to our websites can be negatively affected. Google or other search engines might change their search algorithms or increase their prices in the future, which may adversely impact our business.

We also generate a significant proportion of our bookings on our websites from "free traffic" resulting from customers clicking a nonpaid results link in Google or another search engine. Our positioning on such search engine's search results depends on algorithms designed by the various search engine providers such as Google and based on various criteria including, in particular, the historical level of traffic on our websites and the absence of any links between our websites and websites deemed to be malicious. As a result, if search engine providers such as Google change their search algorithms in a manner that is competitively disadvantageous to us, whether to support their own travel-related services or otherwise, or the criteria used by search engine providers result in lower positioning for our websites, our ability to generate traffic to our websites would be harmed, which in turn could adversely affect our business, market share and financial performance. In addition, if we fail to maintain our current strong levels of traffic and our search rankings fall as a consequence thereof, our free traffic would fall and our margins, business and financial performance could be adversely affected.

Furthermore, a significant amount of traffic is directed to our websites through our participation in pay-per-click and display advertising on Internet media properties and search engines whose pricing and operating dynamics can experience rapid change, both technically and competitively. If one or more of such arrangements are terminated or if competitive dynamics further impact market pricing in a negative manner, we may experience a decline in traffic on our websites, which in turn could adversely affect our margins, business, financial condition and results of operations.

Moreover, changes in our relationships with certain search engines, metasearch or affiliate partners that feature links to our sites could limit our access to customers at a reasonable cost, which in turn could adversely affect our margins, business, financial condition and results of operations.

We are exposed to risks associated with booking and payment fraud.

We have historically suffered, and expect to continue to suffer, from both external and employee-related fraud, which has impacted our results. For example, we have in the past experienced periodic instances of significant attempted fraud, particularly in our Rest of the World markets. Although such instances have decreased over the past three to four years and we have made significant investments with respect to fraud prevention and detection (including for contracting external supplementary fraud detection services and the rollout of a unified fraud detection system) and have generally been able to detect and combat fraudulent schemes in an adequate manner, we cannot guarantee that we will be able to do so in the future.

We are liable for accepting fraudulent credit or debit cards or checks and are subject to other payment disputes with our customers for such sales. In instances in which we are unable to combat the use of fraudulent credit or debit cards or checks, we are liable vis-à-vis suppliers for the entire airfare (even when we do not bear inventory risk) and our revenue from such sales could be subject to automatic chargebacks related to fraudulent transactions from credit or debit card processing companies or demands from the relevant banks. While we challenge unjustified chargebacks initiated by our customers and seek to recover chargebacks from booking cancellations from our suppliers, there is no guarantee that we will be successful in doing so.

Our ability to detect and combat increasingly sophisticated fraudulent schemes may be negatively impacted by the adoption of new payment methods, the emergence of new technology platforms such as smartphones and tablet devices and our expansion into emerging markets. Our fraud protection measures also result in our refusal of bookings to some legitimate customers, which results in lost revenue and dissatisfied users, and also involve significant direct compliance costs. If we are unable to effectively combat the use of fraudulent credit or debit cards on our websites, our results of operations and financial condition could be adversely affected.

We are subject to payment processing risk.

Our customers pay for our products and services using a variety of different payment methods. We rely on internal systems and those of third parties to process payment. Acceptance and processing of these payment methods are subject to certain rules, regulations and industry standards, including data storage requirements and additional authentication requirements for certain payment methods, and require payment of interchange and other fees. To the extent there are increases in payment processing fees, material changes in the payment ecosystem, such as large re-issuances of payment cards, delays in receiving payments from payment processors, changes to rules, regulations or industry standards concerning payments, loss of payment partners and/or disruptions or failures in our payment processing systems, partner systems or payment products, including products we use to update payment information, our revenue, operating expenses and results of operations could be adversely impacted.

In particular, we currently rely on two third-party service providers for the vast majority of our payment processing. Our business could be materially disrupted if either or both of these third-party service providers become unwilling or unable to provide these services to us.

For credit and debit card payments, we pay interchange and other transaction fees, which may increase over time. An increase in those fees could require us to either increase the prices we charge for our Prime membership offering, which could cause us to lose Prime members and Prime revenue, or suffer an increase in our costs without a corresponding increase in the price we charge for our Prime membership, either of which could harm our business, operating results, and financial condition.

We are also subject to payment card network operating rules and applicable laws governing electronic funds transfers, including, but not limited to, Payment Card Industry Data Security Standards and the EU revised Payment Services Directive ("PSD2"), which could change or be reinterpreted to make it more difficult for us to comply. Any failure to comply with these laws, rules or requirements may subject us to higher transaction fees, fines, penalties, damages and civil liability, and may result in the loss of our ability to accept credit and debit card payments. Further, there is no guarantee that, even if we are in compliance with such rules or requirements, such compliance will prevent illegal or improper use of our payment systems or the theft, loss, or misuse of data pertaining to credit and debit cards, credit and debit card holders, and credit and debit card transactions.

Certain payment card associations and jurisdictions have proposed or promulgated additional requirements for trial offers for subscription services and subscription services with recurring billing, which may hinder our ability to attract or retain members for our Prime subscription. In addition, there is a risk that Prime members contest the charge of the recurring Prime membership fee with their payment provider and seek a chargeback. If we are unable to maintain our chargeback rate or refund rates at acceptable levels, payment processing providers may increase our transaction fees or terminate their relationships with us. The termination of our ability to process payments on any major credit or debit card or through any major payment processing provider would significantly impair our ability to operate our business.

As an OTA using virtual cards to pay airlines, our main risk is transaction failure at settlement, impacting booking confirmation. Issues can stem from issuer outages, binary blocks, acquirer restrictions or complexity as a result of having to rely on four issuers for redundancy and cash as a last resort. Airline acceptance and reconciliation delays further increase operational and financial risk.

In addition, if we or our service providers for payment processing services have problems with our billing software, or the billing software malfunctions, it could have a material adverse effect on our customer satisfaction and could potentially be grounds for termination with our payment processors or subject us to fines and penalties from the payment networks. In addition, if our billing software fails to work properly and, as a result, we do not automatically

charge our members' payment method on a timely basis or at all, our business, operating results and financial condition could be materially adversely affected.

Competition for advertising and metasearch revenue is intense and may adversely affect our ability to operate profitably.

Our websites compete for advertising revenue with large Internet portal sites, such as TripAdvisor and social media websites and mobile platforms that offer listing or other advertising opportunities for travel-related companies. Several of these market participants have significantly greater financial, technical, marketing and other resources and large client bases. In addition, we compete with other OTAs (such as Expedia, Booking or Priceline), newspapers, magazines and other traditional media companies that provide offline and online advertising opportunities. We expect to face additional competition as other established and emerging market participants enter the online advertising market. Competition could result in reduced margins on our advertising revenue.

We compete for metasearch revenue with large metasearch websites, such as Kayak, Momondo, Cheapflights, Skyscanner, Jetcost, Trivago and TripAdvisor as well as Google. We expect to face additional competition if other established and emerging market participants enter the metasearch market. Competition could adversely affect the Revenue Margin associated with this service.

If we are unable to compete effectively with current or future competitors as a result of these and other factors, our business could be materially adversely affected.

We may not be successful in implementing our strategy, including growing and optimizing our Prime subscription program and any strategic transactions such as mergers, acquisitions and joint ventures, and integrating any acquired businesses.

We continue to adapt our business to remain competitive, including through the continued growth and optimization of our Prime subscription program, diversifying our supplier relationships, further developing distribution channels such as mobile, enhancing product quality and offering additional products and options to our customers, including new travel services beyond our traditional offerings, as well as through optimizing cost allocation, improving the pricing display of our products, investing in expanding our business outside of our more established markets and developing new businesses. These endeavors may involve significant risks and uncertainties, including distraction of management from current operations, expenses associated with the initiatives and inadequate return on investments. These initiatives, and particularly the offering of new travel services or changes in our pricing display of our products, may require significant investments and/or result in Revenue Margin declines, which, in turn, could have a material adverse effect on our business, financial condition and results of operations.

In addition, we have acquired, or invested in, a number of businesses in the past including the hotel booking platform Waylo. We expect to continue to evaluate potential strategic or other acquisitions and transactions from time to time. There can be no assurance that we will be able to successfully complete any such transactions as this is subject to many factors which are beyond our control, including our ability to identify, attract and successfully execute suitable acquisition opportunities and partnerships. Any transactions that we enter into could be adverse to our financial condition and results of operations. In particular, acquisitions may affect our EBITDA margins depending on the acquisition cost and EBITDA contribution of the acquired assets or entity.

The process of integrating an acquired company, business or technology may create unforeseen operating difficulties and expenditures. The areas where we face risks include, among others:

- use of cash resources and incurrence of debt and contingent liabilities in funding acquisitions may limit other potential uses of our cash, including debt service;
- amortization expenses related to acquired intangible assets and other adverse accounting consequences, including changes in fair value of contingent consideration;
- impairment of goodwill or other intangible assets such as trademarks or other intellectual property arising from our acquisitions;

- expected and unexpected costs incurred in pursuing acquisitions, including identifying and performing due diligence on potential acquisition targets that may or may not be successful;
- difficulties and expenses in assimilating the operations, products, technology, privacy protection systems, information systems or personnel of the acquired company;
- challenges relating to the structure of an investment, such as governance, accountability and decision-making conflicts that may arise in the context of a joint venture or majority ownership investment;
- impairment of relationships with employees, suppliers, customers and affiliates of our business and the acquired business;
- the assumption of known and unknown debt and liabilities of the acquired company;
- costs associated with litigation or other claims arising in connection with the acquired company;
- failure to generate adequate returns on our acquisitions and investments, or returns in excess of alternative uses of capital; and
- entrance into markets in which we have no direct prior experience. See "—Our international operations involve additional risks and our exposure to these risks will increase as we further expand our international operations" below.

We rely on the value of our brands, and any failure to maintain or enhance customer awareness of our brands could have a material adverse effect on our business, financial condition and results of operations. In addition, the costs of maintaining and enhancing our brand awareness are increasing and the strength of our brands is directly related to our cost of customer acquisition.

Our brands, image and reputation constitute a significant part of our value proposition. Our success over the years has largely depended on our ability to develop our brands and image as a leading online travel company across Europe. As we seek to continue to expand our business outside of our more established markets as part of our growth strategy, increasing the awareness, perceived quality and perceived different attributes of our brands and image outside European borders will be of significant importance to attract and expand the number of travelers that purchase our products.

Travelers expect that we will provide them with a large selection of quality travel products at low prices, and this reputation has strengthened our image and brands, fueling our expansion. Any event, such as the poor quality of products provided by our travel suppliers (over which we have no direct control) and offered through our websites, that may not meet our customers' expectations, or the failure to reimburse for products not effectively provided, could lead to customer complaints, damage our image, reputation and/or brands and have a material adverse effect on our business, financial condition and results of operations. Our reputation could also be damaged if customer complaints or negative reviews of us or our activities were to be exchanged on public social networks' websites, whether made maliciously or based on experience with our products.

In addition, our main brands are key assets of our business and the strength of our brands is directly related to our cost of customer acquisition. We believe that maintaining and expanding such brands are important aspects of our efforts to attract and expand our user and advertiser base. Our expenditures to maintain our brands' value have been steadily increasing due to a variety of factors. These include increased spending from our competitors, the increasing costs of supporting multiple brands, expansion of our business outside of our more established markets and in products where our brands are less well-known, inflation in media pricing including search engine keywords, changes in Google search algorithms leading to increased spending on search engine keywords and the relative traffic share growth of search engines and metasearch engines. We have spent considerable financial and human resources to date on the establishment and maintenance of our brands, and we will continue to invest in, and devote resources to, advertising and marketing, as well as other brand-building efforts to preserve and enhance consumer awareness of our brands.

There is no assurance that we will be able to successfully maintain or enhance consumer awareness of our brands. Even if we are successful in our branding efforts, such efforts may not be cost-effective. If we are unable to maintain

or enhance consumer awareness of our brands and generate demand in a cost-effective manner, it would negatively impact our ability to compete in the travel industry and would have a material adverse effect on our business. As new media, such as social media, and devices, such as smartphones and tablet devices, continue to develop, we will need to expend additional funds to promote our brand awareness on such media and devices. If we are unable to adapt to such new media forms and devices, we may lose online travel segment share, which would have a material adverse effect on our business. See also "—We may not be able to protect our intellectual property effectively from copying and use by others, including current or potential competitors" below.

Our international operations involve additional risks and our exposure to these risks will increase as we further expand our international operations.

We have a presence in 44 countries. Our principal operations, in order of Cash Revenue Margin, in Europe, are in France, Germany, Spain, Italy, the United Kingdom and Portugal. Outside of Europe, we are present in a number of large countries, including the United States, Canada and Australia, and we seek to expand our operations both in transactional and subscription businesses in these countries. We face complex, dynamic and varied risk landscapes in the countries in which we operate. To achieve widespread acceptance as we enter countries and markets that are new to us, we must continue to tailor our products and business to the unique circumstances of such countries and markets, including travel supplier relationships, traveler preferences and adding new languages to our website interfaces. Local laws and regulations and business practices that favor local competitors or prohibit or limit foreign ownership of certain businesses can make it difficult to enter and grow in such countries and markets. In each new market that we enter, we will need to address the particular economic, currency, political and regulatory risks associated with such new market, which may include, among other things, finding new acquisition partners, hiring and training new call center staff with local language skills and an understanding of the local market, adapting to new payment methods frequently used in the market to be entered, implementing new fraud systems and processing additional currencies.

Learning the customs and cultures of various countries, particularly with respect to travel patterns and practices, and subsequently integrating our operations across different cultures and languages, can be difficult and costly and divert management and personnel resources. In particular, establishing effective payment systems in the countries and markets we enter can be time-consuming and challenging. To compete in certain international markets, we have in the past, and may in the future, adopt locally preferred payment methods, which may increase our cost and risk of fraud. Our failure to adapt our practices, internal systems and processes and models effectively to traveler and supplier preferences of each country into which we expand could slow our international growth.

In addition, when we enter new markets and/or seek to become a new distribution partner for airlines with which we have no existing relationships, we are typically required to undergo a lengthy application process while we seek to obtain respective IATA and/or ARC accreditation. In the majority of cases, there is no guarantee that we will ultimately become a distribution partner and be granted access to all brand/market combinations of the respective airline.

We expect to continue to face ongoing and additional risks in international operations from jurisdiction to jurisdiction. These risks may include:

- local economic or political instability;
- threatened or actual acts of terrorism;
- regulatory requirements, including data privacy requirements, consumer protection and retail regulations, labor laws and anti-competition regulations, and our general ability to comply with local laws and regulations and compliance costs associated therewith;
- diminished ability to legally enforce our contractual rights;
- longer payment cycles;
- increased risk and limits on our ability to enforce intellectual property rights;
- increased risk of Internet and particularly credit or debit card fraud;

- possible preferences by local populations for local providers;
- currency exchange restrictions and exchange rate fluctuations;
- financial risk arising from transactions in multiple currencies, including our failure to adequately manage those risks;
- restrictions on our ability to repatriate cash and earnings as well as restrictions on our ability to invest in our operations in certain countries;
- slower adoption of the Internet as an advertising, broadcast and commerce medium in those markets as compared to the jurisdictions in which we currently operate;
- increasing labor costs due to high wage inflation in foreign locations, differences in general employment conditions and the degree of employee unionization and activism; and
- difficulties in managing staffing and operations due to distance, time zones, language and cultural differences.

If we are not able to effectively mitigate or eliminate these risks, our results of operations could be materially and adversely affected.

We rely on third parties for certain services and systems, and any disruption or adverse change in their businesses could have a material adverse effect on our business.

We rely on third-party service providers for certain customer care, fulfillment, processing, systems development, technology and other services and we may in the future migrate additional services to outsourcing providers. In addition to relying on GDS and the electronic central reservation systems of the airline, hotel and car rental industries, we currently rely on certain third-party computer systems, service providers and software companies in order to:

- process credit or debit card payments, including fraud prevention and detection systems;
- provide computer infrastructure critical to our business, including hosting, Internet bandwidth and firewall protection;
- provide reporting data, including data analysis and benchmarking;
- facilitate customer acquisition, including agreements with metasearch engines;
- perform call center and online customer support services;
- provide certain accounting and administrative support;
- provide access to flight and hotel content; and
- provide other critical services for the fulfillment of our customer experience or digital touchpoints.

In addition, we have outsourced all of our call center operations for customer services to third-party providers.

If any of our third-party service providers, or any future third-party service provider, experiences difficulty in meeting, or fails to meet, our requirements for quality and customer services standards or the requirements or standards of governmental authorities, in particular in relation to compliance with regulatory initiatives relating to privacy and data protection (including the GDPR) or cybersecurity, our reputation could suffer and our business and prospects could be adversely affected. Our operations and business could also be adversely affected if any of these third-party service providers, in particular one of our technology partners, experience any system or other operational interruptions. In addition, if these third-party service providers were to cease operations, temporarily or permanently, or face financial distress or other business disruption, we could suffer increased costs and delays in our ability to

provide similar services until an equivalent service provider is found or we develop replacement technology or operations. Some of our agreements with third-party service providers can be terminated by those parties on short notice and, in many cases, provide no recourse for service interruptions. Such an event could have a material adverse effect on our business, financial condition and results of operations. Termination of any contract with our outsourcing service providers could cause a decline in the quality of our services and disrupt and adversely affect our business, results of operations and financial condition if we are unable to find alternative outsourcing service providers on commercially reasonable terms and on a timely basis or if the replacement outsourcing service providers do not meet our quality requirements. If we fail to replace any such defaulting service provider, this could result in our inability to access a particular source of revenue and, as a result, our revenue could be adversely impacted. Furthermore, any transition of services currently provided by us to an outsourcing provider could result in labor-related costs or disruptions. Any disruption or adverse change in the businesses of our third-party providers for certain of our services and systems could have a material adverse effect on our business.

System interruption and lack of redundancy may cause us to lose customers or business opportunities.

We rely on our own and our suppliers' computer systems to attract customers to our websites and apps and to facilitate and process transactions. Our own and our suppliers' inability to maintain and improve our respective information technology systems and infrastructure may result in system interruptions. Like many online businesses, we and our suppliers have experienced and may in the future experience system interruptions. Any interruptions, outages or delays in systems we utilize or deterioration in their performance could impair our ability to process user traffic and transactions and decrease the quality of products that we can offer to travelers. The costs of enhancing infrastructure to attain improved stability and redundancy may be time-consuming and expensive and may require resources and expertise that are difficult to obtain. We also may not achieve the benefits that we anticipate from any new system or technology, such as fuel abatement technologies, and a failure to do so could result in higher-than-anticipated costs or could impair our operating results. We have outsourced our data processing and hosting facility in Barcelona, Spain and the volume of data traffic routed through this facility has been significantly reduced over the past three years as we have migrated 99% of our IT infrastructure to Cloud service providers.

We may be affected by fire, flood, earthquakes or other natural disasters (including due to the effects of climate change), power loss, telecommunications failure, physical break-ins, acts of war or terrorism, acts of God, malware attacks (including ransomware attacks affecting us or our suppliers), electronic intrusion attempts from both external and internal sources and similar events or disruptions. These may impact, damage or interrupt our or our suppliers' computer or communications systems or business processes or data at any time. For example, in the past, we and our suppliers have experienced security intrusions and attacks on our systems for fraud or service interruption (including "denial of service" attacks) that have made portions of our websites and our internal systems slow or unavailable for periods of several hours. Although we have taken measures to protect certain portions of our facilities, assets and data, if we or our suppliers were to experience frequent or persistent system failures or security breaches, such events could significantly curtail our ability to conduct our businesses and generate revenue, and our reputation and brands could be harmed.

Security intrusions and attacks are likely to become more difficult to manage as we expand the number of jurisdictions in which we operate and as the tools and techniques used in such attacks become more advanced. In addition, companies that we may acquire in the future may employ security and networking standards at levels we find unsatisfactory. The process of enhancing infrastructure to improve security and network standards may be time-consuming and expensive and may require resources and expertise that are difficult to obtain. Acquisitions could also increase the number of potential vulnerabilities and could cause delays in detection of an attack, or the timelines of recovery from an attack.

While we have backup systems and contingency plans for critical aspects of our operations or business processes, our disaster recovery or business continuity planning may not be sufficient. A breach of our or our suppliers' IT systems could lead to the loss and destruction of trade secrets, confidential information, proprietary data, intellectual property, customer and supplier data and employee personal information, and could disrupt business operations, which could adversely affect our relationships with business partners and harm our brands, reputation and results of operations. Our customer data may include names, addresses, phone numbers, email addresses and payment account information, among other information. Depending on the nature of the customer data that is compromised, we may also have obligations to notify users, law enforcement or payment companies about the incident and may need to provide some form of remedy, such as refunds for the individuals affected by the incident. We may have inadequate

insurance coverage or insurance limits to compensate for losses from a major interruption, and remediation may be costly and have a material adverse effect on our financial condition and results of operations.

We rely on the performance of highly skilled personnel and our ability to attract and retain executives and other qualified employees is crucial to our results of operations and future growth. In addition, any significant disruption in our workforce or the workforce of our suppliers or third-party service providers could adversely affect us.

We depend substantially on the continued services and performance of our CEO Staff Members, other key executives and skilled personnel, particularly our information technology and systems, marketing, pricing, product, data science, finance and supplier relations professionals. Any of these individuals may choose to terminate their employment with us at any time and we cannot ensure that we will be able to retain the services of any CEO Staff Member or key employees, the loss of whom could seriously harm our business.

In addition, on August 2, 2024, the Spanish Official Gazette published Law 2/2024, of August 1, on equal representation and a balanced presence of women and men. This law amends, among other legislation, the consolidated text of the Companies Act approved by Royal Legislative Decree 1/2010, of July 2 (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*) (the "Spanish Companies Act"), introducing new gender-balance obligations for boards of directors and senior management in listed companies, including that at least 40% of the board of directors seats must be held by the underrepresented gender, and a minimum 40% representation of the underrepresented gender across the senior management must be ensured. These obligations will enter into force from June 30, 2026 for IBEX-35 listed companies, and from June 30, 2027 for the rest of the Spanish listed companies, including the Company. Non-compliance could result in legal sanctions or reputational damage. Also, implementation and continuing compliance with these measures may lead to higher costs and potential operational disruptions to adjust recruitment and governance structures to meet the legal requirements.

Competition for well-qualified employees in certain aspects of our business, including top management, software engineers, developers, product, data science and travel specialists, also remains intense. The specialized skills we require are difficult and time-consuming to acquire. Replacements require a lengthy period of time to hire and train and it takes time for newly recruited specialists to learn our systems and business and become productive.

An inability to hire, train and retain a sufficient number of qualified employees could materially hinder our business by, for example, delaying our ability to bring new products and services to market or impairing the success of our operations. Even if we are able to maintain our employee base, the resources needed to attract and retain such employees, as well as to update their skills as the technological demands of our industry change, and to keep in step with the rapid evolution of AI, may adversely affect our profits, growth and operating margins.

We are, and may be in the future, involved in various legal proceedings, the outcomes of which could adversely affect our business, financial condition and results of operations.

We are, and may be in the future, involved in various legal proceedings relating to allegations of our failure to comply with consumer protection, antitrust or competition regulations that involve claims or sanctions for substantial amounts of money or for other relief or that might necessitate changes to our business or operations.

Such legal proceedings include disputes with certain authorities relating to regulatory matters. The defense of any of these actions is, and may continue to be, both time-consuming and expensive. We cannot assure you that we will prevail in these legal proceedings or in any future legal proceedings and if such disputes were to result in an unfavorable outcome, it could result, amongst others, in fines, mandatory modifications to the configuration of our websites and banner disclosures on our websites, each of which could in turn result in reputational damage and have a material adverse effect on our business, financial condition and results of operations.

For a discussion of certain key legal proceedings relating to us, see "Business—Litigation and Disputes."

We may not be able to protect our intellectual property effectively from copying and use by others, including current or potential competitors.

Our success and ability to compete depend, in part, upon our technology and other intellectual property, including our brands. Our websites rely on content and technology intellectual property, much of which we regard as proprietary. We protect our logo, brand name, websites' domain names and content and proprietary technology by relying on domain names, trademarks, copyrights, trade secret laws, patents and confidentiality agreements. While our Prime subscription program is protected by trademark, we are unable to obtain intellectual property protection on the concept of a travel subscription program.

However, not all of our intellectual property can be protected by registration. If someone else were to copy or otherwise obtain and use our proprietary technology or content without our authorization or to develop similar technology independently, our competitive advantage based on our technology could be reduced and may be eliminated. In addition, effective trademark, copyright, patent and trade secret protection may not be available in every jurisdiction in which our products are made available, and policing unauthorized use of our proprietary information is difficult and expensive. As we expand to new jurisdictions, some of which have less robust protections for intellectual property, the cost of protecting, and the risk of third-party infringement of, our intellectual property increases.

We cannot be sure that the steps we have taken will in all instances preserve our ability to enforce our intellectual property rights or prevent unprotected disclosure or misappropriation of our proprietary information. Unauthorized use and misuse of our intellectual property or disclosure of our proprietary information could have a material adverse effect on our business, financial condition and results of operations. In addition, although we seek to protect our intellectual property through confidentiality or nondisclosure agreements and agreements not to compete with us, these agreements typically have terms that end after several years. Furthermore, in the future we may need to go to court or other tribunals to enforce our intellectual property rights, to protect our trade secrets or to determine the validity and scope of the proprietary rights of others, and the legal remedies available to us may not adequately compensate us for the damages caused by unauthorized use.

Claims by third parties that we infringe their intellectual property rights could result in significant costs and adversely affect our business and financial condition.

From time to time, we face claims that we have infringed the patents, copyrights, trademarks or other intellectual property rights of others. In addition, to the extent that our employees, contractors or other third parties with whom we do business use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. We endeavor to defend our intellectual property rights diligently, but intellectual property litigation is expensive and time-consuming and may divert managerial attention and resources from our business objectives. Successful infringement claims against us could result in significant monetary liability, including any indemnification due to travel suppliers for claims made against them. Such claims could also delay or prohibit the use of existing, or the release of new products, services or processes, and the development of new intellectual property. We could be required to obtain licenses to use the intellectual property that is the subject of the infringement claims, which may be expensive to obtain, and resolution of these matters may not be available on acceptable terms within a reasonable time frame or at all. Intellectual property claims against us could have a material adverse effect on our business, financial condition and results of operations, and such claims may result in a loss of intellectual property protections that relate to certain parts of our business.

Our processing, storage, use and disclosure of personal data may give rise to liabilities as a result of governmental and/or industry regulation, conflicting law requirements and differing views of personal privacy rights, and we are exposed to risks associated with online commerce security.

In the processing of our traveler transactions, we receive and store a large volume of personally identifiable information, including credit card information, and we rely on information collected online for purposes of advertising to visitors to our websites. Substantial or ongoing security breaches, whether instigated internally or externally on our systems or other Internet-based systems, could significantly harm our business, including our relations with our suppliers. We incur, and expect to continue to incur, substantial expense to protect ourselves against, and remedy, security breaches and their consequences. We rely on licensed encryption and authentication technology to effect secure transmission of confidential customer information, including credit or debit card numbers. However, advances

in technology or other developments could result in a compromise or breach of the technology that we use to protect customer and transaction data.

It is possible that computer circumvention capabilities, new discoveries or advances or other developments, including our own acts or omissions, could result in a party (whether internal, external, an affiliate or unrelated third party) compromising or circumventing our security systems and stealing customer transaction/personal data or our proprietary information or cause significant interruptions in our operations. Moreover, cybercriminals targeting our customer transaction/personal data or our proprietary information are increasingly well-organized, experienced and disposed of significant resources. Such threats may see their frequency increased and effectiveness enhanced by the use of AI. The persistence and sophistication of cyber threats highlights the importance of cyber risk management to our business and industry at large. For example, in the last few years, several major companies, including Amtrak, Otelier Group, Avis, the International Civil Aviation Organization, Snowflake, SFR and Free, experienced high-profile security breaches that exposed their customers' and employees' personal information. We cannot guarantee that our security measures will prevent data breaches, or that third-party service providers will be successful in implementing security systems to prevent data breaches. Failure to improve our standards or a substantial data breach in any of our businesses, or in the systems of third parties upon which we rely, could expose us to a risk of loss or litigation and possible liability and could significantly harm our business. Our insurance may not be adequate to reimburse us for losses caused by security breaches. Security breaches could also damage our reputation and cause customers and potential customers to lose confidence in our security, which would have a negative effect on the value of our brands and the demand for our products. Moreover, public perception concerning general security and privacy on the Internet could adversely affect customers' willingness to use our websites. A publicized breach of security, even if it only affects other companies conducting business over the Internet, could inhibit the growth of consumers' willingness to provide private information or effect commercial transactions on the Internet and, therefore, demand for our products as a means of conducting commercial transactions.

We are subject to various laws, regulations and other requirements regarding our processing of personal information, and compliance with such laws and regulations is costly and time-consuming. Any actual or perceived failure to comply with new or existing laws, regulations and other requirements relating to the privacy, security and processing of personal information could adversely affect our business, prospects, financial condition and results of operations.

Customer information is increasingly subject to legislation, regulation and industry policies in numerous jurisdictions around the world. As we expand the number of places where we operate, this subjects us to additional laws, regulations, rules and directives in various jurisdictions regarding data privacy and the collection, storing, sharing, use, processing, disclosure and protection of personal information and other data (including the GDPR), the scope of which are changing, subject to differing interpretations, and may be inconsistent among countries or conflict with other rules. Some of these countries' laws and regulations regarding data privacy may not be as stringent as the GDPR. Furthermore, it is possible that these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules, industry standards or our practices. The GDPR expands the rights of individuals to control how their personal data is processed, creates new regulatory and operational requirements for processing personal data (in particular, in case of a data breach), increases requirements for security and confidentiality, and provides for significant penalties for noncompliance, including fines of up to 4% of global annual turnover for the preceding financial year or €20 million (whichever is higher). Complying with varying jurisdictional requirements could increase the costs and complexity of compliance or require us to change our business practices in a manner adverse to our business, and violations of data protection and privacy laws can result in significant penalties and damage to our brand and business. Failure to comply with the requirements of privacy and data protection laws, including the GDPR, could adversely affect our business and financial performance. See also "—Our international operations involve additional risks and our exposure to these risks will increase as we further expand our international operations" above.

In addition, PSD2 has led to the increased application by payment services providers of "3D Secure" online payments technology, requiring customers to be redirected from our website to the payment services providers' website to complete the payment for our products, potentially resulting in fewer products sales in case of webpage redirect malfunctioning.

States are introducing or enhancing data privacy and security laws, rules and regulations, which could increase our compliance costs and the risks associated with noncompliance. For example, California recently enacted the

California Consumer Privacy Act as amended by the California Privacy Rights Act (collectively, the "CCPA"), which broadly defines personal information and requires companies that process information of California residents to make new disclosures to consumers about their data collection, use and sharing practices. The CCPA also gives California residents expanded privacy rights and protections, such as affording them the right to opt out of certain data sharing with third parties and the right to access and request deletion of their information, and provides a new cause of action for certain data breaches that result in the loss of personal information. This private right of action is expected to increase the likelihood of, and risks associated with, data breach litigation. The law also prohibits covered businesses from discriminating against California residents (for example, charging more for services) for exercising any of their CCPA rights. The CCPA provides for severe civil penalties and statutory damages for violations. The CCPA may require us to modify our data processing practices and policies and may cause us to incur substantial costs and expenses in order to comply. In addition, all 50 states have laws including obligations to provide notification of cybersecurity breaches of computer databases that contain personal information to affected individuals, state officers and others. Aspects of the CCPA and other laws and regulations relating to data protection, privacy and information security, as well as their enforcement, remain unclear and we may be required to modify our practices in an effort to comply with them.

We cannot yet fully determine the impact these or future laws, rules and regulations concerning data privacy and security may have on our business or operations. These laws, rules and regulations may be inconsistent from one jurisdiction to another and subject to differing interpretations and may be interpreted to conflict with our practices. Additionally, we may be bound by contractual requirements applicable to our collection, use, processing and disclosure of various types of data, including personal information, and may be bound by, or voluntarily comply with, self-regulatory or other industry standards relating to these matters. Compliance with data privacy and security laws, rules and regulations could require us to take on more onerous obligations in our contracts and restrict our ability to collect, use and disclose data. Because the interpretation and application of data protection laws, regulations, standards and other obligations are still uncertain, and often contradictory and in flux, it is possible that the scope and requirements of these laws may be interpreted and applied in a manner that is inconsistent with our practices and our efforts to comply with the evolving data protection rules may be unsuccessful. Failure to comply with data privacy and security laws, rules and regulations could result in government enforcement actions (which could include civil or criminal penalties), private litigation or adverse publicity and could negatively affect our results of operations and business. Claims that we have violated individuals' privacy rights, failed to comply with data privacy and security laws, rules and regulations or breached our contractual obligations, even if we are not found liable, could be expensive and time-consuming to defend and could result in adverse publicity that could increase our operation costs, impact our financial performance and adversely affect enrollments.

Our net results of operations could be negatively impacted by new legislation and different interpretations by tax authorities.

We are generally subject to income tax, withholding tax, value-added tax, payroll taxes and social security contributions and, in certain countries, local business taxes on income or assets. The net result of our business is based on current tax rules (legislation, jurisprudence, regulations and interpretations by local tax authorities). A change in applicable income tax rates or, in general, of any tax rule or interpretation made by local tax authorities may impact our net results of operations. While there has been a trend to reduce the tax rates over the last decade, the countries in which we operate could either increase the applicable income tax rates and/or seek to enlarge the taxable basis to generate more tax revenue, e.g., to compensate for the effects of the energy transition.

The application of tax laws, rules and regulations to our business is subject to interpretation by tax authorities. We rely on generally available interpretations of tax laws and regulations in the jurisdictions in which we operate. There can be no assurance that tax authorities take the position that our interpretations are accurate or that they are in agreement with their views, except in cases where tax authorities completed a tax audit of past periods and confirmed the correctness of our tax treatment in such periods. Similarly, we may, from time to time, implement certain changes in the way we organize and conduct our business operations to enhance efficient management of our business, the tax consequences of which may be viewed by the tax authorities of the relevant jurisdictions differently from us. This could result in an assessment by tax authorities, increasing our tax expense for past periods and may trigger penalties and interest for the underpayment of taxes.

We have incurred significant tax losses carried forward which can be offset against future taxable profits. Administrations may implement legislation with the aim to restrict the utilization of these tax losses, for example, by

temporizing the utilization of the tax losses carried forward, restricting the period during which tax losses can be utilized or changing the requirements for the continued carrying forward and utilization of the tax losses. The implementation of such restrictive rules regarding the utilization of tax losses may result in higher income tax expense than anticipated. Such restrictive rules are applicable in Spain and temporize the actual utilization of our Spanish tax losses. Further, many states have implemented so-called "anti-base erosion" provisions with the aim of restricting the deduction of finance expenses in respect of taxpayers' financial debt. States may further restrict the deduction of finance expenses. Many of these measures arise from the OECD's Action Plan on Base Erosion and Profit Shifting, which includes proposals to prevent base erosion through interest expenses, for example through the use of related-party and third-party debt to generate interest deductions. Since we are significantly leveraged, any further restriction of the deduction of our finance expense may adversely impact our future income tax expense, which would impact our results of operations. The Group is expected to meet the turnover threshold under the so-called "Pillar 2" rules for the first time in financial year 2029. While the Group operates in countries which apply tax rates in excess of the minimum 15%, there is a risk that additional tax will be due by the Group under the Pillar 2 rules as from the first year we will be subject to the Pillar 2 rules.

Income tax is paid in the countries in which our operating companies are resident, irrespective generally of where our customers are located or where the travel services are actually purchased or consumed by our customers. The payment of income tax in the relevant countries in which we operate is based on the current internationally accepted tax rules and transfer pricing framework. The current rules, based on which taxable profits are allocated, may change or be interpreted differently in the future, which would result, for example, in taxable profits being (partly) allocated to countries where customers are located or where the travel service is actually consumed. This could lead to a reallocation of taxable profits by tax authorities to other countries where less favorable tax rates and rules regarding the determination of taxable income are applicable. The allocation of our taxable profits to a different country mix may impact our future income tax expense, which would impact our net results of operations.

In our present legal structure, we are able to distribute cash generated by the operating entities upstream, triggering no or only a minimal amount of withholding taxes. However, administrations may take measures that change withholding tax rates, the basis for withholding tax or the dividend exemption rules, or may interpret the current legislation, jurisprudence and regulations in a manner that disables the application of reduced withholding tax rates or dividend exemption rules. This may lead to an increase of our income tax expenses which would impact our net result from operations.

We operate in the travel industry, which is subject to specific VAT rules. We primarily supply intermediation services to private customers who are not entitled to a recovery of VAT charged to them. This means that any VAT due on the services we render to our private customers is generally a cost of the transaction. The increase of applicable VAT rates or the repeal of current VAT exemptions could result in an increase in the total aggregate prices of our products. This may cause a decrease in the demand for our products, which may force us to decrease our margins in order to remain competitive. This may adversely impact our results of operations.

In our industry, tax authorities focus increasingly on the actual behavior of travel agents in addition to the contractual relationship between the travel agent and its customers to determine whether for VAT purposes the travel agent is a disclosed agent or deals in its own name with customers. This may have an impact on the determination of the country in which VAT is due as well as the basis on which VAT is due. While we believe that we take a prudent position in this respect, there can be no assurance that tax authorities will take the same view, which may impact the amount of VAT which is due by us on the services which we render to our customers. Tax authorities of a certain country may consider that VAT is due in their country, for example because the customer is a resident of that country or because the travel service is deemed to be used and enjoyed in that country, whereas we take the view that VAT is not due in that country. Although tax authorities have generally not taken this position with regard to the Group, if tax authorities were to successfully enforce this view, they may cause us to pay VAT that we currently do not collect from customers. Passing on additional VAT to customers may decrease the demand for our services and impact our results of operations. While not a guarantee for future periods, the tax authorities of the main country in which we operate our business (Spain) have confirmed, in connection with the latest completed tax audit, that we act as a disclosed agent in the provision of our travel intermediation services.

We believe that our tax position is true and accurate and we have taken a prudent position for the purpose of recognizing a provision for tax risks. However, the position taken by tax authorities based on tax audits or inquiries could be different from the position which we have taken. We have not implemented aggressive tax planning that is

likely to be challenged by tax authorities. However, there can be no assurance that tax authorities will not seek to impose additional taxes on our operations or that the administration of countries in which we operate will not alter tax codes to seek to impose higher taxes on our operations in the future.

Our actual performance may differ materially from the targets included in this Offering Memorandum.

In this Offering Memorandum, we include certain targets relating to, among others, our financial outlook for financial year 2026 and, in particular, with respect to the number of Prime members, Cash EBITDA and (Free) Cash Flow ex Non-Prime Working Capital. These targets constitute forward-looking information that is subject to considerable uncertainty. These targets are internal targets based on our financial year 2026 – financial year 2028 business plan against which we measure our operational performance, specifically with respect to the growth of our Prime subscription program, and they should not be regarded as a guarantee of future results or otherwise as a representation by us or any other person that we will achieve these targets in any time period.

These targets are based on a number of assumptions and estimates, which, while considered reasonable by us on the date of this Offering Memorandum, are inherently subject to significant business, operational, economic and other risks and uncertainties, many of which are beyond our control, and which include assumptions regarding the following:

- market share in the European air market and online;
- expansion in Rest of the World geographies;
- required Capital Expenditures;
- continued development of our technology platform and AI capabilities; and
- the value proposition to our customers.

Our actual business, results of operations and financial condition, the development of the travel industry and the macroeconomic environment in which we operate and the other factors referred to above are subject to significant uncertainty and may differ materially from the targets included herein, and be more negative than anticipated.

In addition, the targets referred to in this Offering Memorandum do not include any third-party opinion on the possibility of achieving the results contained therein or on the reasonableness of the assumptions, estimates and hypotheses on which such targets are based. These targets are subject to significant uncertainty and should not be considered as a guarantee of future results.

As a result, our ability to achieve these financial targets is subject to such uncertainties and contingencies, and our actual financial condition and results of operations may be materially different from the financial targets that we have set for ourselves and included in this Offering Memorandum. See "Forward-Looking Statements" and "Business—Cautionary Statement Relating to the Outlook and Certain Financial Targets."

Risks Related to Our Financial Profile

Our statement of financial position includes very significant amounts of goodwill and other intangible assets. The impairment of a significant portion of these assets would negatively affect our reported results of operations and financial position.

The goodwill and other intangible assets recognized on our statement of financial position represented 54.3% and 30.2%, respectively, of our total assets as of March 31, 2025, represented 54.6% and 28.4%, respectively, of our total assets as of March 31, 2024 and represented 58.7% and 29.1%, respectively, of our total assets as of March 31, 2023. These assets consist primarily of goodwill and identified other intangible assets associated with the Combination. Within other intangible assets, our principal assets are our brands (65.2% of total other intangible assets as of March 31, 2025, 67.7% of total other intangible assets as of March 31, 2024 and 70.9% of total other intangible assets as of March 31, 2023) and software (34.8% of total other intangible assets as of March 31, 2025, 32.3% of total other intangible assets as of March 31, 2024 and 29.2% of total other intangible assets as of March 31, 2023). See Note 15 "Goodwill" and Note 16 "Other Intangible Assets" to our 2025 Consolidated Financial Statements for further

information regarding our goodwill and other intangible assets. Any further acquisitions may result in our recognition of additional goodwill or other intangible assets.

Under IFRS, we are required to amortize certain intangibles over the useful life of the asset and subject our goodwill and certain of our intangible assets to impairment testing rather than amortization. Accordingly, on at least an annual basis, we assess whether there have been impairments in the carrying value of our goodwill and certain of our intangible assets. If the carrying value of the asset is determined to be impaired, then it is written down to fair value by an impairment loss in the income statement. See "Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Goodwill, other intangible assets and impairments."

In addition, we capitalize and amortize the research and development costs of internally developed products for our operating platforms and related back office systems over the estimated useful lives of these products (generally four years; seven years in the case of the core of our One platform). If development projects fail to deliver anticipated results in line with our estimates and assumptions, then we may be required to write down capitalized development costs, which could adversely affect our financial condition and results of operations.

An impairment or write-down of a significant portion of goodwill, other intangible assets or capitalized development costs could have a material adverse effect on our reported results of operations and our financial position.

Our significant leverage could affect our financial position and results and our ability to operate our business and raise additional capital to fund our operations.

We have a substantial amount of outstanding indebtedness with significant debt service requirements. Our debt generally bears interest at a fixed rate; however, debt under the Revolving Credit Facility bears interest at a floating rate. As of March 31, 2025, we had total Gross Debt of €379 million. See "Management's Discussion and Analysis—Liquidity and Capital Resources" and "Description of Other Indebtedness." These arrangements require us to dedicate a portion of our cash flow to service interest and to make principal repayments. Our significant leverage could have negative consequences, including:

- making it more difficult for us to satisfy our obligations with respect to our indebtedness, including restrictive covenants and borrowing conditions under our debt instruments, the breach of which could result in an event of default under those instruments;
- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our debt, thereby reducing the availability of our cash flow to fund internal growth through working capital and Capital Expenditures and for other general corporate purposes;
- increasing our vulnerability, and reducing our flexibility to respond, to general adverse economic and industry conditions;
- placing us at a competitive disadvantage compared to competitors that have less debt in relation to cash flow;
- limiting our flexibility in planning for, or reacting to, changes in our business and our industry;
- restricting us from exploiting certain business opportunities or making acquisitions or investments; and
- limiting, among other things, our ability to borrow additional funds or raise equity capital in the future, and increasing the costs of such additional financings if interest rates increase,

any of which could have a material adverse effect on our business, financial condition and results of operations.

We are subject to restrictive debt covenants that may limit our ability to finance our future operations and capital needs and to pursue business opportunities and activities.

The agreements governing our indebtedness contain various covenants, including those that restrict our ability to, among other things:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- pay dividends and make certain other restricted payments;
- prepay or redeem subordinated debt or equity;
- make certain investments;
- create or permit to exist certain liens;
- sell, lease or transfer certain assets;
- engage in certain transactions with certain affiliates; and
- consolidate, merge or transfer all or substantially all of our assets and the assets of our subsidiaries on a consolidated basis.

All of these limitations are subject to significant exceptions and qualifications. The covenants to which we are subject could limit our ability to finance our future operations and capital needs and our ability to pursue business opportunities and activities that may be in our interest. Certain of our debt instruments also require us to comply with certain affirmative covenants and certain specified financial covenants and ratios. Our Super Senior Credit Facilities require us to satisfy a specified financial ratio at certain specified dates. See "Description of Other Indebtedness." Our ability to meet this financial ratio can be affected by events beyond our control, and we cannot assure you that we will meet them. A breach of any of those covenants, ratios, tests or restrictions could result in an event of default under our Super Senior Credit Facilities.

We will require a significant amount of cash to meet our debt obligations and to sustain our operations, which we may not be able to generate or raise. Our ability to generate cash and access capital markets depends upon many factors, some of which are beyond our control.

Our ability to meet our debt obligations and to fund our ongoing operations will depend on our future performance and our ability to generate cash, which to a certain extent is subject to general economic, financial, competitive, legislative, legal, regulatory and other factors, as well as other factors discussed in these "Risk Factors," many of which are beyond our control.

Historically, we have met our debt service and other cash requirements with cash flows from operations and borrowing facilities. Although we believe that our expected cash flows from operating activities, together with cash on hand and available borrowing facilities, will be adequate to meet our anticipated liquidity and debt service needs, we cannot guarantee you that our business will generate sufficient cash flows from operating activities or that future debt and equity financing will be available to us in an amount sufficient to meet our debt obligations or to fund our other liquidity needs.

See also "Management's Discussion and Analysis." The availability of financing depends in significant part on capital markets and liquidity factors over which we exert no control. In light of periodic uncertainty in the capital and credit markets, we can provide no assurance that we can access the capital or other financing markets on attractive or acceptable terms.

If our future cash flows from operations and other capital resources are insufficient to meet our debt obligations or to fund our liquidity needs, we may be forced to:

- reduce or delay our business activities and Capital Expenditures;
- sell assets;
- obtain additional debt or equity capital; or
- restructure or refinance all or a portion of our debt on or before maturity.

We cannot assure you that we would be able to accomplish any of these alternatives on a timely basis or on satisfactory terms, if at all, or that those actions would yield sufficient funds to satisfy our obligations under our indebtedness.

In particular, our ability to restructure or refinance our debt will depend in part on our financial condition at such time as well as on many factors outside of our control, including then-prevailing conditions in the international credit and capital markets. Any refinancing of our debt could be at higher interest rates than our current debt and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest or principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit ratings, which could harm our ability to incur additional indebtedness.

In the absence of operating results and resources sufficient to service our indebtedness, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet debt service and other obligations. The terms of our indebtedness, including the Super Senior Credit Facilities, restrict our ability to transfer or sell assets and the use of proceeds from any such disposition. We may not be able to consummate certain dispositions or to obtain the funds that we could have realized from the proceeds of such dispositions, and any proceeds we realize from asset dispositions may not be adequate to meet our debt service obligations then due.

We are exposed to risks associated with currency fluctuations.

We report our results in euro, and the euro is also our principal functional currency. Our results of operations may be affected by both the transaction effects and the translation effects of foreign currency exchange rate fluctuations. We are exposed to transaction effects when one of our companies incurs costs or earns revenue in a currency different from its functional currency. Our exposure to currencies is principally to the Pound Sterling, the U.S. Dollar, Swedish Krona and other Nordic currencies (Norwegian Krone and Danish Krone). As we expand into new markets which do not use the euro, our exposure to exchange rate fluctuations will increase. We are also exposed to currency fluctuation when we convert currencies that we may receive for our operations into currencies required to pay our debt, or into currencies in which we meet our fixed costs or pay for services, which could result in a gain or loss depending on fluctuations in exchange rates.

Risks Related to the Notes and the Guarantees

The Notes are secured only to the extent of the value of the Collateral, and such security may not be sufficient to satisfy the obligations under the Notes and the Guarantees. Creditors under the Super Senior Credit Facilities, any credit facilities that refinance or replace the Super Senior Credit Facilities, certain hedging obligations and certain other indebtedness permitted to be incurred on a priority basis under the Indenture are entitled to be repaid with the proceeds of the Collateral sold in any enforcement sale in priority to the Notes.

The holders of the Notes will be secured by security interests granted on a first-priority basis (but contractually with right of payment junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain hedging obligations) in the Collateral as described in this Offering Memorandum. The Collateral will also secure, on a first ranking basis, the lenders under the Super Senior Credit Facilities and the counterparties under certain hedging obligations. Subject to certain limits, the Indenture permits additional debt to be secured by the Collateral, and such additional secured debt may be substantial. The rights of a holder of Notes to the Collateral may be diluted by any increase in the debt secured by the Collateral or a reduction of the Collateral securing the Notes. If there is a default or event of default on the Notes, there can be no assurances that the proceeds of any sale of the Collateral would be sufficient to satisfy, and they may be substantially less than, amounts due under the Notes as well as other indebtedness benefitting from a security interest in the Collateral, including indebtedness under the Super Senior Credit Facilities and certain hedging obligations. The amount of proceeds realized upon the enforcement of the security interests over the Collateral or in the event of such a sale will depend upon many factors, including, among others, the availability of buyers. Furthermore, there may not be any buyer willing and able to purchase our business or Opodo, either individually or collectively. The book value of the Collateral should not be relied on as a measure of realizable value for such assets.

We will have control over the Collateral securing the Notes, and the sale of particular assets could reduce the pool of assets securing the Notes.

The Security Documents will allow us to remain in possession of, retain exclusive control over, and collect and invest any dividends and other distributions from the Collateral. So long as no default or event of default under the Indenture is occurring or would result therefrom, we may, subject to the terms of the Indenture, without any release or consent by the Security Agent, dispose of the Collateral (which shall remain subject to the pledges in respect thereto notwithstanding any such disposal).

It may be difficult to realize the value of the Collateral securing the Notes.

By its nature, the Collateral does not have a readily ascertainable market value and may not be saleable or, if saleable, there may be substantial delays in its disposal. The terms of the Intercreditor Agreement provide that decisions regarding enforcement are made by the Majority Pari Passu Creditors (as defined in the Intercreditor Agreement), including the holders of the Notes and other Pari Passu Creditors (as defined in the Intercreditor Agreement); provided however, that the Security Agent shall act in accordance with enforcement instructions received from the Majority Credit Facility Creditors (as defined in the Intercreditor Agreement) in certain circumstances. See "Description of Other Indebtedness—Intercreditor Agreement—Enforcement Instructions." As a result, holders of the Notes will not solely control decisions in respect of the Collateral, including timing of enforcement, and such other secured parties may have interests that are not the same as those of holders of the Notes. To the extent that liens, security interests and other rights granted to other parties encumber assets owned by Opodo or its subsidiaries, those parties have or may exercise rights and remedies with respect to the property subject to their liens, security interests or other rights, or to the extent third-party creditors of Opodo or its subsidiaries exercise rights and remedies with respect to such entities, such action could adversely affect the value of that Collateral and the ability of the Security Agent, acting on behalf of the Trustee or investors as holders of the Notes to realize or enforce that Collateral. If the proceeds of any sale of Collateral are not sufficient to repay all amounts due under the Notes, investors (to the extent not repaid from the proceeds of the sale of the Collateral) would have only an unsecured claim against our remaining assets. Each of these factors or any challenge to the validity of the Collateral or the Intercreditor Agreement could reduce the proceeds realized upon enforcement of the Collateral.

The Collateral securing the Notes is subject to any and all encumbrances, liens and other imperfections permitted under the Indenture and/or the Intercreditor Agreement. The existence of any such encumbrances, liens and other imperfections could adversely affect the value of the Collateral securing the Notes, as well as the ability of the Security Agent to realize or foreclose on such Collateral.

The security interests in the Collateral are not directly granted to the holders of the Notes.

The security interests in the Collateral that secure, among other obligations, our obligations under the Notes are not granted directly to the holders of the Notes but are granted only in favor of the Security Agent on behalf of the Trustee and the holders of the Notes in accordance with the Indenture, the Intercreditor Agreement and the security documents related to the Collateral. Holders of the Notes will not have direct security interests and will not be entitled to take enforcement action in respect of the Collateral securing the Notes, except through the Trustee, who will (subject to the provisions of the Indenture and the Intercreditor Agreement) provide instructions to the Security Agent in respect of the Collateral.

The granting of the Guarantees is restricted by local law.

The granting of the Guarantees may be subject to certain generally available defenses under the laws of the jurisdiction in which the applicable Guarantor is organized. Although laws differ across jurisdictions, these defenses may include those that relate to fraudulent conveyance or transfer, financial assistance, corporate purpose or benefit, voidable preference, insolvency or bankruptcy challenges, preservation of share capital, thin capitalization, capital maintenance or similar laws and regulations or defenses affecting the rights of creditors generally. If one or more of the foregoing laws and defenses are applicable, a Guarantor may have no liability or decreased liability under its Guarantee. See "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

For example, the Spanish financial assistance rules set forth in section 143.2 of the Spanish Companies Act regarding Spanish private limited liability companies (*sociedades limitadas*) and in section 150 of the Spanish

Companies Act regarding Spanish public limited liability companies (*sociedades anónimas*) provide that Spanish public limited liability companies cannot grant any type of funds, guarantees or any other financial assistance to facilitate the acquisition of their own shares or the shares of their direct or indirect parent companies. This prohibition is broader for private limited liability companies, which cannot provide financial assistance to facilitate the acquisition of their shares, the shares of their parent companies or the shares of other companies within their corporate group. Therefore, any guarantee or security interest granted by any Spanish Guarantor (as defined herein) shall not guarantee those obligations or liabilities which, if guaranteed, will constitute an infringement of Spanish financial assistance laws in accordance with the Spanish Companies Act and, in particular, any guarantee, security or indemnity granted by the Spanish Guarantors (as defined herein) shall not extend to any payment obligation incurred by any person for the purpose of, directly or indirectly, acquiring, financing or refinancing the acquisition of the shares (*acciones*) or quota shares (*participaciones sociales*) of such Guarantor or those of its direct or indirect parent company or, in the case of a Spanish private limited liability companies (*sociedades limitadas*), of any company within its group. Guarantees, security or indemnities granted in breach of the financial assistance limitations may be declared null and void, and can result in the imposition of fines to the relevant directors of the companies committing such infringement. This includes not only board members but also all managers or individuals acting on behalf of the companies in such transactions.

In addition, due to limitations under applicable law and to the financial condition of the Guarantors as of the date hereof, the Guarantees provided by Liligo, Go Voyages Trade S.A.S., eDreams Italy, Vacaciones eDreams, and eDreams International are expected to be effectively limited to zero. As of March 31, 2025, these Guarantors accounted for approximately €357 million (or approximately 31%) of our consolidated assets and had a consolidated Adjusted EBITDA contribution of approximately €110 million and had a consolidated Cash EBITDA of €152 million.

For further information on the limitations on the validity and the enforceability of the guarantees, see "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

Fraudulent conveyance laws may limit your rights as a holder of Notes.

Although laws differ among various jurisdictions, in general, under fraudulent conveyance laws, a court could subordinate or void a Guarantee if it found that:

- the Guarantee was incurred with an actual intent to give preference to one creditor over another or to hinder, delay or defraud creditors or shareholders of the relevant Guarantor;

- the Guarantee was granted within two years prior to the insolvency declaration of the relevant Guarantor (and with respect to Sweden, within five years prior to the bankruptcy petition or, under certain circumstances, Company reorganization petition in relation to the relevant Guarantor and with respect to Spain, within four years after the date the fraudulent act was carried out, and with respect to France, between the date of the Guarantor's insolvency and the date of the commencement of the insolvency proceeding) and it is detrimental for the relevant Guarantor's state; or

- the relevant Guarantor did not receive fair consideration or reasonably equivalent value for the Guarantee and the relevant Guarantor:

    (i) was insolvent or was rendered insolvent because of the Guarantee;
    (ii) was undercapitalized or became undercapitalized because of the Guarantee; or
    (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay at maturity.

The measure of insolvency for purposes of fraudulent conveyance laws varies depending on the law applied. Generally, however, a Guarantor would be considered insolvent if it could not pay its debts as they become due. If a court decided that any Guarantee was a fraudulent conveyance and voided such Guarantee, or held it unenforceable for any other reason, you would cease to have any claim in respect of the Guarantor of such Guarantee and would be solely our creditor and a creditor of the remaining Guarantors. See "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

In an insolvency proceeding, it is possible that creditors of the Guarantors or the appointed insolvency administrator may challenge the Guarantees, and intercompany obligations generally, as fraudulent transfers or

conveyances or on other grounds. If so, such laws may permit a court, if it makes certain findings, to: (i) avoid or invalidate all or a portion of a Guarantor's obligations under its Guarantee; (ii) direct that holders of the Notes return any amounts paid under a Guarantee to the relevant Guarantor or to a fund for the benefit of the Guarantor's creditors; and (iii) take other action that is detrimental to you.

Local insolvency laws may not be as favorable to you as the insolvency laws of another jurisdiction with which you may be more familiar and enforcing your rights as a holder of the Notes or under the Guarantees or with respect to the Collateral across multiple jurisdictions may be difficult.

We are incorporated in Spain, and the Guarantors are organized under the laws of Spain and other jurisdictions. See "Summary—The Offering—Guarantors." Any insolvency proceedings by or against us or Guarantors incorporated or organized in jurisdictions outside of the United States would likely be based on the insolvency laws of the jurisdiction of incorporation of the relevant entity or its "center of main interests" (including EU insolvency laws) and not of the United States. In the event we or any of the other Guarantors experience financial difficulty, we cannot predict as to which jurisdiction or jurisdictions may commence insolvency or similar proceedings, or the outcome of such proceedings. Any enforcement of the Guarantees of the Notes after bankruptcy or an insolvency event in such other jurisdictions will be subject to the insolvency laws of the relevant entity's jurisdiction of incorporation or other jurisdictions, including the jurisdiction of its "center of main interests." The insolvency and other laws of each of these jurisdictions may not be as favorable to your interests as creditors as the laws of the United States or other jurisdictions with which you may be familiar. The insolvency and other laws of each of these jurisdictions may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfer, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceed as the laws of some other jurisdictions with which you may be more familiar. The insolvency and other laws of each of these jurisdictions may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfer, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceeding. The application of these laws, or any conflict among them, could call into question whether any particular jurisdiction's laws should apply and may adversely affect your ability to enforce your rights under the Guarantees in these jurisdictions and limit any amounts that you may receive. See "*Limitations on Validity and Enforceability of the Guarantees and Security Interests*."

The enforcement of the Collateral may be restricted by local law.

The ability of the Security Agent to enforce the security interests in the Collateral is subject to mandatory provisions of the laws of each jurisdiction in which security interests over the Collateral are taken.

Applicable law requires that a security interest in certain assets can only be properly perfected (or registered or other foreign equivalent) and its priority retained through certain actions undertaken by the secured party. The liens on the Collateral securing the Notes from time to time owned by us may not be perfected (or registered or other foreign equivalent), which may result in the loss of the priority, or a defect in the perfection (or registration or other foreign equivalent), of the security interest for the benefit of the Trustee and holders of the Notes to which they would have been otherwise entitled. Neither the Security Agent nor the Trustee will be obligated to create or perfect any of the security interests in the Collateral.

For more information, please see "Enforceability of Civil Liabilities" and "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

The Collateral may be released without the consent of the holders of the Notes.

The Collateral may be released in certain circumstances, including in the event the Collateral is sold pursuant to an enforcement sale in accordance with the Intercreditor Agreement. Upon any such enforcement sale in accordance with the Intercreditor Agreement, the Guarantee of any Guarantor which has granted security over any Collateral may also be released. Please see "Description of the Notes—Release of the Guarantees" and "Description of the Notes—Security—Release of Security Interests."

Additionally, the Indenture will permit us to release and retake the security interest granted over the Collateral in order to issue additional Notes pursuant to the Indenture. Upon the issuance of additional Notes pursuant to the

Indenture, there may be a time period imposed by applicable laws between the release and retaking of the security interest during which there is no security interest over the Collateral. In some circumstances, such as if we were to file for bankruptcy after the issuance of additional Notes, a hardening period may apply and retroactively void the retaking of the security interest in favor of the holders of the Notes. Accordingly, there is a risk that, should we issue additional Notes pursuant to the Indenture, the Collateral could be released and its subsequent retaking voided. Please see "Description of the Notes—Certain Covenants—Impairment of Security Interest."

We may not have the ability to raise the funds necessary to finance an offer to repurchase the Notes upon the occurrence of certain events constituting a change of control.

The Indenture will contain provisions relating to certain events constituting a "change of control" of the Issuer. Upon the occurrence of a "change of control," we may be required to offer to repurchase all outstanding Notes at a purchase price equal to 101% of the principal amount thereof on the date of purchase plus accrued and unpaid interest and additional amounts, if any, to the date of purchase. If a change of control were to occur, we cannot assure you that we would have sufficient funds available at such time, or that we would have sufficient funds to pay the purchase price of the outstanding Notes or that the restrictions in our then existing contractual obligations would allow us to make such required repurchases. A change of control may result in an event of default under, or acceleration of, amounts outstanding under the Super Senior Credit Facilities and other indebtedness. The repurchase of the Notes pursuant to such an offer could cause a default under such indebtedness, even if the change of control itself does not.

Our ability to receive cash from other companies in the eDreams ODIGEO Group to allow it to pay cash to the holders of the Notes following the occurrence of a change of control, may be limited by our then existing financial resources. Sufficient funds may not be available when necessary to make any required repurchases. If an event constituting a change of control occurs at a time when the eDreams ODIGEO Group is prohibited from providing funds for the purpose of repurchasing the Notes, we may seek the consent of the lenders under such indebtedness to the purchase of the Notes or may attempt to refinance the borrowings that contain such prohibition. If such a consent to repay such borrowings is not obtained, we will remain prohibited from repurchasing any Notes. In addition, we expect that we would require third-party financing to make an offer to repurchase the Notes upon a change of control. We cannot assure you that we would be able to obtain such financing. Any failure to offer to purchase the Notes would constitute a default under the Indenture, which would, in turn, constitute a default under the Super Senior Credit Facilities and certain other indebtedness. See "Description of the Notes—Repurchase at the Option of Holders—Change of Control."

The change of control provision contained in the Indenture may not necessarily afford you protection in the event of certain important corporate events, including a reorganization, restructuring, merger or other similar transaction involving us that may adversely affect you, because such corporate events may not involve a shift in voting power or beneficial ownership or, even if they do, may not constitute a "Change of Control" as defined in the Indenture. In addition, events otherwise constituting a Change of Control will not require us to offer to purchase the Notes in the event of a "Specified Change of Control" (as defined in "Description of the Notes"). Except as described under "Description of the Notes—Repurchase at the Option of Holders—Change of Control," the Indenture will not contain provisions that would require us to offer to repurchase or redeem the Notes in the event of a reorganization, restructuring, merger, recapitalization or similar transaction.

The definition of "Change of Control" in the Indenture will include a disposition of all or substantially all of our assets and our restricted subsidiaries, taken as a whole, to any person other than certain permitted holders. Although there is a limited body of case law interpreting the phrase "all or substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances, there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of our assets and our restricted subsidiaries taken as a whole. As a result, it may be unclear as to whether a change of control has occurred and whether we are required to make an offer to repurchase the Notes.

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

We cannot assure you as to:

- the liquidity of any market in the Notes;

- your ability to sell your Notes; or
- the price at which you would be able to sell your Notes.

Future trading prices for the Notes will depend on many factors, including, among other things, prevailing interest rates, our operating results and the market for similar securities. Historically, the market for non-investment-grade securities has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Notes. The liquidity of a trading market for the Notes may be adversely affected by a general decline in the market for similar securities and is subject to disruptions that may cause volatility in prices. The trading market for the Notes may attract different investors and this may affect the extent to which the Notes may trade. It is possible that the market for the Notes will be subject to disruptions. Any such disruption may have a negative effect on you, as a holder of the Notes, regardless of our prospects and financial performance. As a result, there can be no assurance that there will be an active trading market for the Notes. If no active trading market develops, you may not be able to resell your holding of the Notes at a fair value, if at all.

Although application has been made to admit the Notes to the Official List of the LuxSE for trading on the Euro MTF in accordance with its rules, the Notes will be new securities for which there will be no established market. Although the Initial Purchasers have informed us that they intend to make a market in the Notes, they are not obligated to do so and they may discontinue market-making at any time without notice. Accordingly, we cannot assure you that a liquid market for the Notes will develop or be maintained.

Furthermore, prospective investors should note that, if the Notes are not listed on a regulated market, on a multilateral trading facility or on any other organized market on any date on which income in respect of the Notes will be paid (i.e., either a date on which interest is payable on the Notes or a date on which the Notes are transferred or redeemed), First Additional Provision of Law 10/2014 would not apply and payments of income to holders of the Notes in respect of the Notes might be subject to Spanish withholding tax at the then-applicable rate (currently, 19%).

In addition, the Indenture will allow us to issue additional Notes in the future, which could adversely impact the liquidity of the relevant series of Notes.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the Notes. The credit ratings address our ability to perform our obligations under the terms of the Notes and credit risks in determining the likelihood that payments will be made when due under the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the relevant Notes by one or more of the credit rating agencies may adversely affect the cost, terms and conditions of our financings, could adversely affect the value and trading of the Notes and could have an adverse impact on our cost of capital in our local business and our ability to secure local financing or win additional contracts.

There are risks related to withholding tax in Spain, including in conjunction with the delivery of certain documentation by the Paying Agent.

Under the First Additional Provision of Spanish Law 10/2014, of June 26 ("Law 10/2014") and tax regulations established by Spanish Royal Decree 1065/2007, of July 27, as amended ("Royal Decree 1065/2007"), we are not required to levy any withholding tax in Spain on interest payments or on the redemption or repayment of the Notes. The foregoing is subject to the Paying Agent complying with the information procedures described in "Taxation—Spanish Tax Considerations—Compliance with Certain Requirements in Connection with Income Payments" and, in particular, is subject to the delivery by the Paying Agent, in a timely manner, of a duly executed and completed statement in the form of Annex A (the "Payment Statement").

The Paying Agent and we will comply with the procedures described in "Taxation—Spanish Tax Considerations—Compliance with Certain Requirements in Connection with Income Payments" to facilitate the collection of information concerning the Notes. The procedures may be modified, amended or supplemented to, among other reasons, reflect a change in applicable Spanish law, regulation, ruling or interpretation thereof. Under Royal Decree 1065/2007, we may make payments free of Spanish withholding tax, provided that the Notes comply, among others, with the following requirements: (i) the Notes are regarded as listed debt securities issued under Law 10/2014; (ii) the Notes are admitted to trading on a regulated market, multilateral trading facility or other organized market (such as the Euro MTF of the LuxSE); and (iii) the Notes are originally registered at a foreign clearing and settlement entity that is recognized under Spanish regulations or under those of another OECD member state. We expect that the Notes will meet the requirements referred to in (i), (ii) and (iii) above and that, consequently, payments made by us to Holders should be paid free of Spanish withholding tax, provided that the Paying Agent complies with the procedural requirements referred to above (see "Taxation—Spanish Tax Considerations—Compliance with Certain Requirements in Connection with Income Payments").

Notwithstanding the foregoing, if the Paying Agent fails to submit to us the relevant information in a timely manner, we will withhold tax at the then-applicable rate (as of the date of this Offering Memorandum, 19%) from any payment in respect of the relevant Notes. None of us or the Initial Purchasers accept any responsibility relating to compliance by the Paying Agent with the procedures established for the timely provision by the Paying Agent of a duly executed and completed Payment Statement in connection with each payment of interest under the Notes. Furthermore, we will not pay any Additional Amounts with respect to any such withholding as a result of such failure by the Paying Agent to comply with the referred procedural requirements.

Holders who are not resident in Spain for tax purposes and are entitled to exemption from Non-Resident Income Tax on income derived from the Notes, but where we do not timely receive from the Paying Agent the information above about the Notes by means of a certificate the form of which is attached as Annex A to this Offering Memorandum, would have to apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the Spanish Non Resident Income Tax Law.

Notwithstanding the above, in the case of Notes held by Spanish tax resident individuals (and, under certain circumstances, by Spanish entities subject to Corporate Income Tax) and deposited with a Spanish resident entity acting as depositary or custodian, payments in respect of such Notes may be subject to withholding by such depositary or custodian (currently 19%).

We are subject to complex tax laws.

We must comply with complex and evolving tax laws regarding income tax, value-added tax, sales or excise tax, tariffs, duties and transfer tax in the various jurisdictions in which we operate. From time to time, we and our subsidiaries are subject to tax audits and may be required to pay additional taxes, interest or penalties should the taxing authority assert different interpretations, or different allocations or valuations of our services which could be material and could reduce our income and cash flow. In addition, countries may increase tax rates and/or increase the basis for taxation.

There are a number of factors that may adversely impact our future effective tax rates, such as: (i) the jurisdictions in which our profits are determined to be earned and taxed; (ii) adjustments to the interpretation of transfer pricing rules; (iii) changes in available tax credits; (iv) changes in applicable accounting principles; and (v) changes in tax laws or the interpretation of tax laws.

Certain jurisdictions may impose withholding taxes on payments under the Guarantees.

Payments of principal and/or interest made by the Guarantors under their respective guarantees may (in each case) be subject to withholding tax, the amount of which will vary depending on the tax laws and regulations of the applicable jurisdiction in force on the date such payments are made and certain characteristics of the relevant holder of the Notes, including but not limited to the residency of the recipient and the availability of double-tax treaty relief.

If Geo Travel Pacific is required to make a payment under the Guarantee, payments of interest (within the meaning of section 128A(1AB) of the Income Tax Assessment Act 1936 (Cth), which includes amounts in the nature of interest and in substitution for interest) made by Geo Travel Pacific to non-residents of Australia (other than non-residents

holding the Notes in the course of carrying on a business at or through a permanent establishment in Australia) or to residents of Australia holding the Notes in the course of carrying on a business at or through a permanent establishment outside Australia, will likely be subject to Australian interest withholding tax imposed under Division 11A of Part III of the Income Tax Assessment Act 1936 (Cth) and Subdivision 12-F of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("Australian IWT') at the rate of 10%. This treatment is in line with Taxation Determination TD 1999/26 in which the Australian Taxation Office expresses the view that an amount paid by a guarantor arises from a contractual obligation to repay any amounts where there is a default payment. The interest component would be in the nature of interest as the amount is compensation to the lender for not having the principal for the term of the loan. The Australian IWT rate is subject to the terms of any applicable double taxation agreement or other exemption which may provide for a lower rate or preclude the levying of Australian IWT.

USE OF PROCEEDS

We estimate that the gross proceeds of this issuance will be €375 million. We will use the proceeds from the offering of the Notes, together with cash on our balance sheet, to fund the redemption of the outstanding 2027 Notes, pay accrued interest in respect of the 2027 Notes on the redemption date and to pay any commissions, fees and expenses (including accrued interest and early redemption premia), in connection with the Refinancing Transaction.

The estimated sources and uses of the funds in connection with the Refinancing Transaction are shown in the table below, assuming that the Refinancing Transaction was completed as of March 31, 2025. Actual amounts are subject to adjustments and may vary from estimated amounts depending on several factors, including accrued and unpaid interest, estimated costs, fees and expenses (including redemption premium).

Sources	(€ millions)	Uses	(€ millions)
Notes offered hereby[(1)]	375.0	Refinancing of 2027 Notes[(3)]	375.0
Cash on balance sheet[(2)]	20.8	Accrued Interest[(4)]	4.3
		Estimated transaction costs[(5)]	16.5
Total	**395.8**	**Total**	**395.8**

(1) Represents the aggregate principal amount of Notes offered hereby issued at par.

(2) We intend to use cash from our balance sheet to pay for accrued interest and redemption premia on the 2027 Notes and transaction costs, including fees to the Initial Purchasers, in connection with the Refinancing Transaction.

(3) Represents the nominal value of €375.0 million aggregate principal amount of outstanding 2027 Notes, excluding amortized debt issuance costs.

(4) Represents €4.3 million of accrued and unpaid interest on the outstanding 2027 Notes as of March 31, 2025.

(5) Reflects transaction costs in connection with the Refinancing Transaction, comprising (i) early redemption premia amounting to approximately €5.2 million associated with the 2027 Notes on the currently anticipated redemption date and (ii) other transaction costs amounting to approximately €11.3 million in the aggregate, including fees to the Initial Purchasers. The actual amount of transaction costs may differ from the estimated amount depending on several factors, including differences between our estimates of fees and expenses and the actual fees and expenses as of the Issue Date.

CAPITALIZATION

The following table sets forth the consolidated cash and capitalization as of March 31, 2025 (i) on an actual basis derived from our consolidated balance sheet as of March 31, 2025 included elsewhere in this Offering Memorandum and (ii) as adjusted to give effect to the Refinancing Transaction, assuming that the Refinancing Transaction was completed as of March 31, 2025.

The adjusted information below is illustrative only and does not purport to be indicative of our capitalization following the completion of the offering of the Notes. This table should be read in conjunction with "Use of Proceeds," "Selected Consolidated Financial Information and Other Data," "Management's Discussion and Analysis," "Description of Other Indebtedness" and our Consolidated Financial Statements, including the notes thereto, included elsewhere in this Offering Memorandum.

	As of March 31, 2025		
	Actual	Adjustments	As adjusted
		(in € millions) unaudited	
Cash, cash equivalents and current financial assets[(1)]	**76.9**	**(20.8)**	**56.1**
Notes offered hereby	—	375.0	375.0
2027 Notes[(2)]	375.0	(375.0)	—
Super Senior Revolving Credit Facility[(3)]	—	—	—
Other debt and finance leases[(4)]	6.1	(8.0)	(1.9)
Total financial liabilities	**381.1**	**(8.0)**	**373.1**
Total equity[(5)]	**250.2**	**(8.5)**	**241.7**
Total capitalization	**631.3**	**(16.5)**	**614.8**
Net Debt[(6)]	**302.5**	**8.5**	**311.0**

(1) As adjusted reflects the use of cash on balance sheet to pay redemption premia and accrued interest in respect of the redemption in full and discharge of the outstanding 2027 Notes and to pay other fees, commissions and expenses (including fees to the Initial Purchasers) in connection with the Refinancing Transaction. See "Use of Proceeds."

(2) Represents €375.0 million principal amount of 2027 Notes. As adjusted reflects the application of the proceeds from the Offering and cash on balance sheet, to redeem in full and discharge the outstanding 2027 Notes. See "Use of Proceeds."

(3) As of March 31, 2025, we had no cash drawings under our existing Revolving Credit Facility but had outstanding guarantees in a face amount of approximately €34.3 million. In connection with the Refinancing Transaction, we expect to enter into the Super Senior Credit Facilities (subject to certain conditions, including the completion of the offering of the Notes) and we intend to roll over the outstanding guarantees under the Super Senior Credit Facilities in a face amount of €30.3 million. For a description of the Super Senior Credit Facilities, see "Description of Other Indebtedness."

(4) Actual includes transaction costs, leases, overdrafts, accrued interest and tax refund liabilities. The adjustment relates to the capitalization of transaction costs related to the Refinancing Transaction.

(5) Adjustments to total equity correspond to the impact of the Refinancing Transaction on our income statement: (i) early redemption premia amounting to approximately €5.2 million associated with the 2027 Notes on the currently anticipated redemption date for and (ii) the expense corresponding to the write off of the remaining financing costs capitalized on the 2027 Notes in an amount of €3.3 million.

(6) Including IFRS 16 leases of €2.4 million and capitalized SSRCF financing costs (€1.8 million (Actual), €4.3 million (Adjustments) and €6.1 million (As Adjusted)).

SELECTED CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA

Our selected consolidated financial information as of and for the years ended March 31, 2023, 2024 and 2025 presented below has been derived from our 2023 Consolidated Financial Statements, our 2024 Consolidated Financial Statements and our 2025 Consolidated Financial Statements, respectively, and should be read in conjunction with this section, "Management's Discussion and Analysis" and the Consolidated Financial Statements, in each case including the notes thereto, included in this Offering Memorandum.

Our selected consolidated financial information has been prepared in accordance with IFRS. You should read this summary consolidated financial information in conjunction with "Presentation of Financial Information and Other Data," "Management's Discussion and Analysis" and our Consolidated Financial Statements, including the notes thereto.

Consolidated Income Statement

	For the years ended March 31,		
	2023	**2024**	**2025**
	(audited) (in € millions, unless otherwise stated)		
Revenue	**587.8**	**650.5**	**671.2**
Cost of sales	(18.2)	—	—
Revenue Margin	**569.6**	**650.5**	**671.2**
Marketing and other variable expenses	(452.9)	(449.1)	(427.5)
Personnel expenses	(71.0)	(92.2)	(99.9)
Depreciation and amortisation	(33.8)	(37.8)	(44.2)
Impairment (loss)/reversal	(0.2)	(0.1)	6.9
Gain/(loss) arising from assets disposals	—	—	—
Impairment (loss)/reversal on bad debts	0.3	(0.4)	0.1
Other operating expenses	(21.8)	(29.9)	(31.4)
Operating profit/(loss)	**(9.8)**	**41.0**	**75.3**
Interest expense on debt	(24.0)	(23.0)	(22.9)
Other financial income/(expenses)	(3.2)	(4.0)	(3.4)
Financial and similar income and expenses	**(27.2)**	**(27.0)**	**(26.3)**
Profit/(loss) before taxes	**(37.0)**	**14.0**	48.9
Income tax	(6.4)	18.3	(3.9)
Profit/(loss) for the year from continuing operations	**(43.3)**	**32.4**	**45.1**
Profit for the year from discontinued operations net of taxes	—	—	—
Consolidated profit/(loss) for the period	**(43.3)**	**32.4**	**45.1**
Non-controlling interest – Result	—	—	—
Profit and loss attributable to shareholders of the Company	**(43.3)**	**32.4**	**45.1**
Basic earnings per share (€)	**(0.36)**	**0.26**	**0.37**
Diluted earnings per share (€)	**(0.36)**	**0.25**	**0.36**

Consolidated Statement of Financial Position

	As of March 31,		
	2023	**2024**	**2025**
		(audited)	
		(in € millions)	
Assets:			
Goodwill	630.5	630.2	631.0
Other intangible assets	312.9	327.7	350.6
Property, plant and equipment	9.9	6.6	3.6
Non-current financial assets	2.2	2.2	3.1
Deferred tax assets	10.0	25.6	21.1
Non-current assets	**965.4**	**992.3**	**1,009.5**
Current financial assets	—	2.7	1.8
Trade receivables	52.3	51.8	64.3
Other receivables	17.2	14.1	7.7
Current tax assets	3.1	2.8	2.0
Cash and cash equivalents	35.9	91.2	76.9
Current assets	**108.5**	**162.6**	**152.6**
Total assets	**1,073.9**	**1,155.0**	**1,162.1**
Equity and liabilities:			
Share capital	12.8	12.8	12.8
Share premium	1,048.6	1,048.6	1,048.6
Other reserves	(767.0)	(802.6)	(761.6)
Treasury shares	(3.7)	(5.2)	(84.4)
Profit/(loss) for the year	(43.3)	32.4	45.1
Foreign currency translation reserve	(11.0)	(11.4)	(10.3)
Shareholders' equity	**236.3**	**274.5**	**250.2**
Non-controlling interest	—	—	—
Total equity	**236.3**	**274.5**	**250.2**
Non-current financial liabilities	374.8	373.6	373.2
Non-current provisions	2.8	1.9	2.3
Deferred tax liabilities	19.0	11.6	1.5
Non-current liabilities	**396.6**	**387.1**	**377.0**
Trade and other payables	287.8	317.9	302.5
Current financial liabilities	13.5	9.4	7.9
Current provisions	13.2	12.3	14.3
Current deferred revenue	121.3	146.7	193.8
Current tax liabilities	5.3	7.1	16.3
Current liabilities	**441.0**	**493.3**	**534.9**
Total equity and liabilities	**1,073.9**	**1,155.0**	**1,162.1**

Consolidated Cash Flow Statement

	For the years ended March 31,		
	2023	2024	2025
		(audited) (in € millions)	
Net profit/(loss)	**(43.3)**	**32.4**	**45.1**
Depreciation and amortisation.	33.8	37.8	44.2
Impairment and results on disposal of non-current assets	0.2	0.1	(6.9)
Other provisions	(0.6)	(1.2)	2.5
Income tax	6.4	(18.3)	3.9
Finance (income)/expense	27.2	27.0	26.3
Expenses related to share-based payments	11.2	16.7	18.4
Changes in working capital	69.4	49.0	15.4
Income tax paid	(1.7)	(4.6)	(2.4)
Net cash from/(used in) operating activities	**102.5**	**138.9**	**146.4**
Acquisitions of intangible assets and property, plant and equipment	(38.2)	(49.1)	(55.4)
Proceeds on disposal of property, plant and equipment	—	—	—
Acquisitions of financial assets	(0.2)	—	(0.2)
Proceeds from disposals of financial assets	0.2	0.3	—
Net cash flow from/(used) in investing activities	**(38.2)**	**(48.8)**	**(55.6)**
Acquisition of treasury shares	—	(1.7)	(79.9)
Transaction costs on issue of shares	(3.7)	—	—
Gain/(loss) associated to treasury shares transactions	—	—	(0.4)
Borrowings drawdown	82.0	—	—
Reimbursement of borrowings	(121.5)	(6.3)	(2.8)
Interest paid	(21.1)	(21.2)	(20.8)
Other financial expenses paid	(3.4)	(2.3)	(2.4)
Interest received	0.1	0.4	0.8
Net cash flow from/(used) in financing activities	**(67.7)**	**(31.0)**	**(105.6)**
Net increase/(decrease) in cash and cash equivalents	**(3.4)**	**59.0**	**(14.7)**
Cash and cash equivalents at beginning of period	45.9	35.9	91.2
Bank facilities and bank overdrafts at beginning of period.	(9.9)	(3.9)	—
Effect of foreign exchange rate changes	(0.6)	0.1	0.4
Cash and cash equivalents	**35.9**	**91.2**	**76.9**
Bank facilities and bank overdrafts	(3.9)	—	—
Cash and cash equivalents net of bank facilities and bank overdrafts at end of period	**32.1**	**91.2**	**76.9**

MANAGEMENT'S DISCUSSION AND ANALYSIS

You should read the following discussion and analysis of our financial condition and results of operations and our subsidiaries on a consolidated basis in conjunction with the sections entitled "Selected Consolidated Financial Information and Other Data," "Presentation of Financial Information and Other Data—Non-GAAP Measures" as well as the financial statements and the related notes. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of this Offering Memorandum. Actual results could differ materially from those contained in any forward-looking statements. See the "Forward-Looking Statements" section of this Offering Memorandum.

The following discussion and analysis of the financial condition and results of operations is based on our Consolidated Financial Statements which were prepared in accordance with IFRS.

The financial information included in this Offering Memorandum includes certain measures which are not accounting measures as defined by IFRS. These measures have been included for the reasons described in the section "Presentation of Financial Information and Other Data – Non-GAAP Measures." However, these measures have limitations as analytical tools and should not be used instead of, or considered as alternatives to, our audited consolidated financial statements based on IFRS. Further, these measures may not be comparable to similarly titled measures disclosed by other companies. See "Presentation of Financial Information and Other Data—Non-GAAP Measures."

Overview

We are a leading online e-commerce company focused on travel with a presence in 44 markets. With 7.3 million Prime members (subscription-based) as of March 31, 2025, and approximately 100 million daily user searches, we are one of the largest suppliers worldwide of flight mediation services, which is our principal business. We also supply our customers with non-flight mediation services, such as hotel bookings, Dynamic Packages (which are dynamically priced packages consisting of a flight product and a hotel booking that travelers customize based on their individual specifications by combining select products from different travel suppliers through us), car rentals, vacation packages, travel insurance and other ancillary travel-related services and products.

Over the past eight years, we have successfully developed, tested and implemented our subscription program, Prime. Prime is an innovative subscription program in the online travel sector that allows our customers to benefit from a more convenient, personalized and cost-effective experience, by having access to 24/7 priority customer service, as well as exclusive Prime offers and additional benefits on other products and services.

Our Prime subscription-based program has given us the opportunity to diversify away from a transactional model and transform the relationship with the customer, adding quality and longevity and enabling us to engage with our customers throughout every step of their travel journey. We believe this program provides us with a more stable source of income, a considerable reduction in our customer acquisition costs, as well as strengthened customer loyalty, increased personalization options and higher repeat booking rates. The Prime program also enables us to foster stronger relationships with our business partners, as it grants our business partners access to a loyal and high value customer group.

We own and operate a strong portfolio of consumer brands consisting mainly of eDreams, Opodo, Go Voyages, Travellink and Liligo. Through our brands, we have historically focused on the flight sector of the travel market. We believe the strength of our brands, quality of our services, our Prime subscription program, as well as our user-friendly website experience and focus on our customers have enabled us to build significant brand awareness in the European flight sector. We have historically leveraged, and expect to continue to leverage, our strength in flight travel to expand our presence in non-flight travel sectors, such as hotels, rental cars and Dynamic Packages.

Most of our revenue is generated from our Prime segment (representing 71.1% of our Cash Revenue Margin for the year ended March 31, 2025), with additional revenue generated by bookings from our Non-Prime customers (representing 28.9% of our Cash Revenue Margin for the year ended March 31, 2025). In the financial year 2024, based on reported data from the main OTAs, we were one of the largest online flight intermediaries in Europe by

revenue. Outside of Europe, we have an expanding presence in a number of significant markets, including the United States, Australia, South Africa, Canada, Argentina and Mexico.

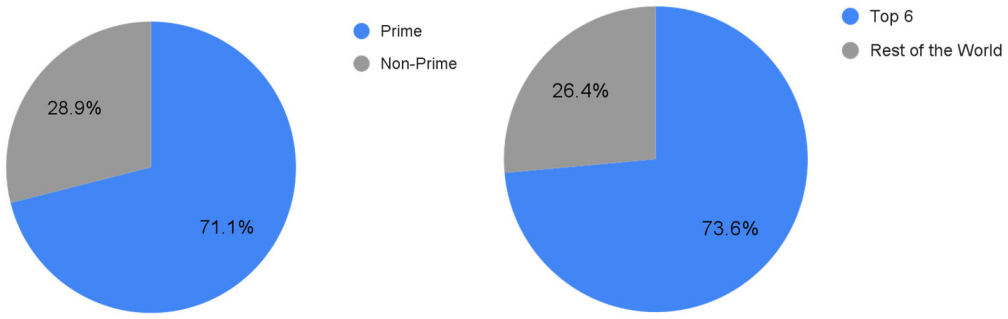
Our products are offered through a variety of channels, including our online booking platform (desktop and mobile websites and mobile apps), as well as indirectly through metasearch websites, white label distribution partners and other travel agencies. We also offer our products through Liligo, our metasearch brand, which is currently active in eight countries.

We use innovative technology and our relationships with suppliers, product know-how and marketing expertise to attract and enable customers to research, plan and book a broad range of travel products. We make our offers accessible to a broad range of customers, offline travel agents and white label distribution partners. Prime, our travel subscription program, enables us to continue to strengthen our relationship with our customers, which has resulted in earning more repeat business and obtaining a greater share of our customers' travel wallet.

Our Prime subscription program appeals to travelers of all ages for all types of travel. The demographics of our Prime members include 40% female and 60% male members, with 25% of the members from Generation Z, 36% from Generation Y (Millennials), 27% from Generation X and 11% from the Boomer Generation. In the year ended March 31, 2025, 64% of our Prime members travelled alone, 30% were accompanied by other adults, and 6% travelled with children. On haul type, 48% of the bookings by our Prime members were for continental flights, 26% for domestic flights and 26% for intercontinental flights, and 57% traveled with low-cost airlines and 43% with regular airlines.

For the year ended March 31, 2025, we reached 7.3 million Prime members (subscription-based), Revenue Margin of €671.2 million, Cash Revenue Margin of €717.9 million, Cash Marginal Profit of €281.6 million, Adjusted EBITDA of €133.7 million, Cash EBITDA of €180.4 million and EBITDA of €112.5 million compared to 5.8 million Prime members (subscription-based), Revenue Margin (excl. Adjusted Revenue Items) of €642.6 million, Cash Revenue Margin of €676.1 million, Cash Marginal Profit of €217.3 million, Adjusted EBITDA of €87.8 million, Cash EBITDA of €121.4 million and EBITDA of €78.9 million in the year ended March 31, 2024, and compared to 2.7 million Prime members (subscription-based), Revenue Margin of €382.6 million, Cash Marginal Profit of €107.4 million, Cash Revenue Margin of €423.8 million, Adjusted EBITDA of €3.0 million, Cash EBITDA of €44.2 million and EBITDA of €(8.0) million in the year ended March 31, 2022.

The following charts present breakdowns of our Cash Revenue Margin by segment (Prime segment and Non-Prime segment) and geography (Top 6 and Rest of World) for the financial year ended March 31, 2025.



Source: Group data
The Top 6 markets comprise our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics. The Rest of the World markets comprise our operations in all other countries in which we operate, including, among others, the United States and Portugal. For a description of each revenue stream, please see "*Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Changes in revenue sources.*"

As of March 31, 2025, we have reached 7.3 million Prime members (subscription-based) (compared to 5.8 million Prime members (subscription-based) as of March 31, 2024, and approximately 4.3 million Prime members (subscription-based) as of March 31, 2023) and for the year ended March 31, 2025, our businesses generated Revenue Margin of €671.2 million, Cash Revenue Margin of €717.9 million, Adjusted EBITDA of €133.7 million, Cash EBITDA of €180.4 million, operating profit of €75.3 million, net income of €45.1 million, and Adjusted net income

of €51.2 million, compared to Revenue Margin (excluding Adjusted Revenue items) of €642.6 million, Cash Revenue Margin of €676.1 million, Adjusted EBITDA of €87.8 million, Cash EBITDA of €121.4 million, operating profit of €41.0 million, net income of €32.4 million, and Adjusted net income of €22.9 million in the year ended March 31, 2024, compared to Revenue Margin of €569.6 million, Cash Revenue Margin of €621.0 million, Adjusted EBITDA of €33.0 million, Cash EBITDA of €84.4 million, operating loss of €(9.8) million, net income of €(43.3) million, and Adjusted net income of €(34.7) million in the year ended March 31, 2023, and compared to Revenue Margin (excluding Adjusted Revenue items) of €382.6 million, Cash Revenue Margin of €423.8 million, Adjusted EBITDA of €3.0 million, Cash EBITDA of €44.2 million, operating loss of €(30.9) million, net income of €(65.9) million, and Adjusted net income of €(52.3) million in the year ended March 31, 2022.

The following table sets forth the Cash Revenue Margin generated by our Prime and Non-Prime segments:

	For the year ended March 31,		
	2023	2024[2]	2025
		(in € million)	
Cash Revenue Margin[1]			
Prime	283.5	411.0	510.1
Non-Prime	337.5	265.2	207.8
Total Cash Revenue Margin	**621.0**	**676.1**	**717.9**

(1) Cash Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "*Presentation of Financial Information and Other Data—Non-GAAP Measures*."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

The following table sets forth the Cash Revenue Margin generated by our Top 6 and Rest of the World segments:

	For the year ended March 31,		
	2023	2024[2]	2025
		(in € million)	
Revenue Margin			
Top 6	415.3	466.3	496.6
Rest of the World	154.3	176.3	174.6
Total Revenue Margin	**569.6**	**642.6**	**671.2**
Variation of Deferred Revenue			
Top 6	41.0	22.7	31.6
Rest of the World	10.5	10.8	15.2
Total Variation of Deferred Revenue	**51.4**	**33.6**	**46.8**
Cash Revenue Margin[1]			
Top 6	456.2	489.0	528.1
Rest of the World	164.8	187.1	189.8
Total Cash Revenue Margin	**621.0**	**676.1**	**717.9**

(1) Cash Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "*Presentation of Financial Information and Other Data—Non-GAAP Measures*."

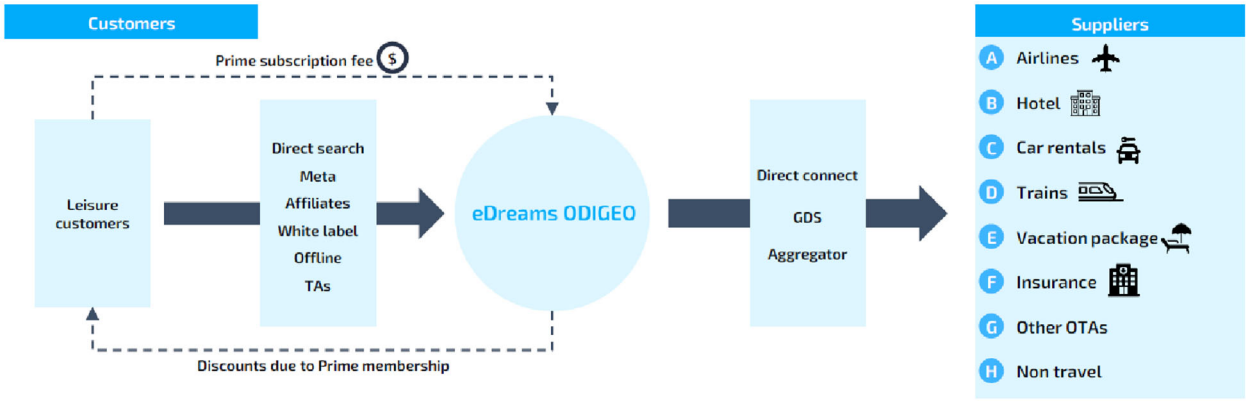
(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

We generate our revenue principally from the Prime subscription program. Our Prime subscription-based program has given us the opportunity to diversify away from a transactional model and transform the relationship with our customers, enabling us to engage with our clients throughout the full travel journey. From the customers' perspective,

our innovative subscription program allows them to fly or book a hotel or a car at attractive prices, benefit from flexible options on their flight bookings as well as have access to a 24/7 priority customer service, and benefit from exclusive Prime offers and additional benefits on other products and services. For us, the Prime subscription product brings us a more stable source of revenue, a considerable reduction in customer acquisition costs over time compared to the customer acquisition costs in a transactional model, as well as a strengthened customer loyalty and therefore the potential for more repeat bookings.

We generate revenue from mediation services offered to Prime and Non-Prime customers, where we supply to travelers (i) flight products, including air passenger transport through network carriers and low-cost carriers, which we source through GDSs, other aggregators, or our proprietary Direct Connect technology, as well as travel insurance and optional services (such as seat selection and additional bags) for air passenger transport, and (ii) non-flight products, including non-air passenger transport, hotel accommodation and Dynamic Packages (including revenue from the flight component thereof) for flight services.

The following diagram illustrates the diversified revenue streams and explains how we generate revenue through mediation services and our Prime subscription program:



Source: Group data

Most of our revenue is generated from our Prime segment (representing 71.0% of our Cash Revenue Margin for the year ended March 31, 2025), with additional revenue generated by bookings from our Non-Prime customers (representing 29.0% of our Cash Revenue Margin for the year ended March 31, 2025). We classify our revenues as "Gradual Revenues," "Transaction Date Revenues," and "Other Revenues." As of March 31, 2025 Gradual Revenues represent 64.8%, Transaction Date Revenues represent 31.2% and Other Revenues represent 4.0% of the Total Cash Revenue Margin.

"Gradual Revenues" represents revenue which is recognized gradually over the period of the service and mostly relates to the collection of Prime subscription fees, fees for the service of "cancellation for any reason" and flexitickets, whereby travelers receive a reimbursement of part of their flight fare if they cancel or modify their flight at their own discretion, upon paying an upfront fee, as well as the commissions paid by certain airlines based on the achievement of specified annual targets (also known as airline "overcommissions"). "Transaction Date Revenues" represents revenue which is recognized at the time of booking and mostly relates to service fees, ancillaries, insurance, incentives (other than airline overcommissions) and other fees. "Other Revenues" is a residual category and mainly relates to advertising and metasearch revenue, tax refunds and other fees not classified as Gradual Revenues or Transaction Date Revenues.

The following table sets forth the Cash Revenue Margin by type for the Prime and Non-Prime segment: Gradual Revenues, Transaction Date Revenues and Other Revenues:

	For the year ended March 31,		
	2023	2024[2]	2025
		(in € million)	

	Prime	Non-Prime	Total	Prime	Non-Prime	Total	Prime	Non-Prime	Total
Revenue Margin									
Gradual Revenues.....	185.6	38.1	**223.7**	297.4	44.1	**341.5**	382	36.0	**418.0**
Transaction Date Revenues	36.9	284.5	**321.4**	66.5	207.8	**274.3**	64.7	159.4	**64.7**
Other Revenues	9.6	14.9	**24.5**	13.5	13.3	**26.8**	16.7	12.4	**16.7**
Total Revenue Margin (excl. Adjusted Revenue items)	232.1	337.5	**569.6**	377.4	265.2	**642.6**	463.4	207.8	**671.2**
Variation of Prime deferred revenue corresponding to Gradual Revenues……..	51.4	—	51.4	33.6	—	33.6	46.8	—	46.8
Cash Revenue Margin[(1)] .									
Gradual Revenues.....	237.0	38.1	**275.1**	331.0	44.1	**375.0**	428.8	36.0	**464.8**
Transaction Date Revenues	36.9	284.5	**321.4**	66.5	207.8	**274.3**	64.7	159.4	**224.1**
Other Revenues	9.6	14.9	**24.5**	13.5	13.3	**26.8**	16.7	12.4	**29.1**
Total Cash Revenue Margin	283.5	337.5	**621.0**	411.0	265.2	**676.1**	510.1	207.8	**717.9**

(1) Cash Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "*Presentation of Financial Information and Other Data—Non-GAAP Measures*."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Substantially all of our revenue is earned by us acting as an agent although we also earn revenue acting as principal for certain products. For a description of the agency and principal models, see "—Principal Consolidated Income Statement Line Items—Revenue—Agency and principal models" below.

Presentation of Financial Information

We report consolidated financial information in accordance with IFRS, applying harmonized accounting principles and policies across all of our constituent businesses. See "Presentation of Financial Information and Other Data."

Key Factors Affecting Our Results of Operations

Our results of operations, financial position and liquidity have been, and may continue to be, affected by the following factors and developments.

Trends and Changes in the Global Economy and Travel Industry

Our financial results have been, and are expected to continue to be, affected by factors, trends and changes in the global economy in general and the travel industry in particular. These factors, trends and changes include:

- *Global economic conditions and other factors outside of our control.* The economic cycle affects demand for travel products and consequently our business as spending on travel is largely discretionary and tends to decline, or grow more slowly, during economic downturns. Such cycles in general, and demand for travel in particular, are generally influenced by macroeconomic conditions: global geopolitical events, such as terrorist acts or episodes or labor or social unrest, war or other hostilities (including the ongoing war in Ukraine and unrest in the Middle-East), or failing governments; market-specific events, such as shifts in customer confidence; and customer spending and other events that are beyond our control, such as pandemic and health-related risks. Notwithstanding the uncertainty and challenges of the global economic

situation in the past, we believe that the long-term correlation and relationship observed historically between global GDP growth and the growth of the travel industry is likely to persist. Demand for our products is also exposed to climate change, accidents, natural disasters, outbreaks of diseases and epidemics (such as the COVID-19 pandemic), and the impact of tariffs on our customers. Given the worldwide reach of our travel offerings, similar events in the past have affected, and could in the future directly affect, our customers' propensity to travel and lead to a reduction in travel expenditures. See also "Risk Factors—Risks Related to the Travel Industry—Demand for our products is dependent on the travel industry, which may be materially affected by general economic conditions, geopolitical events and other factors outside our control. Declines or disruptions in the travel industry could adversely affect our business, financial condition and results of operations."

- *Trends in the online travel industry.* With a majority of all European travel bookings now made online, we see an increasing number of competitors to the online travel industry and the level of competition is expected to remain high or intensify further in the foreseeable future. Market participants vying for the same consumer travel spending include other OTAs, traditional (offline) travel agencies and travel suppliers themselves, notably airlines, hotels, tour operators and metasearch engines, which need to balance the yield enhancement that intermediaries can induce with the associated customer acquisition costs. In particular, we are facing increased competition from OTAs, resulting in an increase of AdWords costs, as well as from suppliers through use of their own e-platforms, which are consolidating and thereby tightening OTA's revenue margin. In addition, our business is being challenged by further consolidation in the industry, higher prices for the purchase of travel-related keywords on search-engines, increased "do-it-yourself" searches by consumers and more stringent consumer protection laws combined with more aggressive enforcement thereof. We intend to address these challenges in the marketplace by further diversifying our revenue streams and capturing growth opportunities in the intermediation of non-flight travel, notably hotels, car rentals, Dynamic Packages and travel insurance as well as in advertising sales and metasearch. Also, we believe there is capacity for parallel growth of market participants in the travel industry, not only given the size of the market and the need for a relatively small portion of such a market to prosper, but also because market participants' models are often different and co-dependent. In addition, the online travel industry and e-commerce generally is increasingly making more use of AI tools. As a result of our strategic investments in our AI capabilities over the years, we are well-positioned to capitalize on this trend, and our AI-powered platform allows customers to easily manage their bookings (including making booking changes and cancellation requests) without contacting our customer support.

- *Competition from suppliers through their own e-platforms.* We continue to face competition from suppliers (and in particular airlines) who increasingly develop their own websites and improve customer experience in order to avoid third-party distribution channels. While some airlines apply surcharges for flights booked through a GDS (such as Lufthansa in 2015, Iberia and British Airways in 2017 and Air France KLM in 2018), we have generally been able avoid those surcharges for key airlines (most recently, Air Canada in April 2024 and LATAM Airlines in May 2024), and as such achieve content parity with the airlines' websites, through the adoption of a new distribution capability outside of the traditional GDS environment. Although some airlines may in the future decide to restrict access to their full inventory for OTAs or limiting the existing supply of flight tickets to OTAs without a direct agreement (like Ryanair), we believe that, based on past experience, the net impact on our volumes would be limited, as our customers generally choose among competing airlines in order to fulfil their needs. In addition, and in order to mitigate this risk, we have specific agreements with some airlines to get access to a wider variety of fare options and preferential third-party rates. However, any such further actions, from providers, to disadvantage third party distribution channels could adversely affect our results of operations.

- *Further consolidation in the online travel agency landscape.* We are continuing to see consolidation in the online travel agency landscape. In November 2021, Booking Holdings announced the acquisition of flight booking provider Etraveli Group. In 2019, Ctrip acquired 50% of India's MakeMyTrip. In 2016 and the beginning of 2017, some of our competitors acquired other international OTAs and Metasearch engines. In particular, TripAdvisor acquired Citymaps and HouseTrip, Ctrip acquired Skyscanner, and Priceline bought the Momondo group. In 2015 and the beginning of 2016, some of our competitors acquired other international OTAs. In particular, Bravofly Rumbo Group acquired lastminute.com; Expedia acquired Travelocity, Orbitz and Vrbo; Ctrip acquired Qunar; Booking Holdings acquired Getaroom. In the

corporate travel market, American Express Global Business Travel acquired Egencia from Expedia Group and Travelperk acquired NextTravel and ClickTravel in 2020 and AmTrav in 2024. Increased consolidation in the travel industry, including among suppliers and OTAs, may result in increased downward pricing pressure on the products we offer and higher customer acquisition costs, thereby tightening our revenue growth which could adversely affect our financial performance.

- *Higher prices for the purchase of travel-related keywords from Internet search engines.* Search algorithms determine the placement and display of results of a consumer's search and affect our ability to generate traffic to our websites. Search engines, including Google, frequently update and change the logic that determines the placement and display of results of a consumer's search, such that the purchased or algorithmic placement of links to our websites can be negatively affected. We continuously optimize our traffic source by reassessing the distribution channel mix, reducing our reliance on paid search and focusing on lower-cost channels, while strengthening our value proposition and enhancing customer retention.

- *Consumers are becoming increasingly price sensitive.* In recent years, customers have become more proficient in performing their own searches online leading to more sensitivity to fee differences. This, in turn, has led to increased price pressure on our products and services. At the same time, the proposition of low-cost carriers to offer a "no frills" yet efficient service along popular short- to mid-haul routes at very competitive fares has won the endorsement of consumers. We believe that the low-cost carrier options in the market have increased significantly and we expect that they will continue to grow. In the year ended March 31, 2025, 60.3% of the bookings by our Prime members were for low-cost carriers and 39.7% were for regular carriers. We experienced the effect of this trend on our performance in the last couple of years and have sought to address this challenge by focusing our investment on our Prime customers, offering a wider range of products and services at attractive prices (which can result in significant annual savings for a Prime customer who books regularly, compared to Non-Prime customers booking the same products and services), and by seeking to accelerate the speed with which we can respond to and enable consumer trends.

- *Regulation in our different markets.* We must comply with laws and regulations relating to the travel industry and the provision of travel products, including those relating to IATA accreditation, sales of packages, data protection and e-commerce, and this imposes a financial burden on us. The growth and development of online commerce has led to, and may continue to lead to, more stringent consumer protection laws and more aggressive enforcement efforts by regulatory authorities, including related to price transparency and limitations on charges that can be imposed on the use of certain payment methods and toll calls. This imposes challenges on online businesses generally, such as increased costs associated with stronger data protection systems, changes to website designs and practices, pressure on overall margins, fines and a loss of competitive advantage as a result of any disclosure related to operations, and on our business areas and operations in particular. Such trends are likely to continue in the future. As we continue to expand the reach of our brands into the European and other Rest of the World markets, we are increasingly subject to laws and regulations applicable to travel agents in those markets, including, in some countries, laws regulating the provision of travel packages and industry specific value-added tax regimes, and this is likely to partially increase our compliance costs.

- *Trend towards travel bookings on mobile devices.* As of March 31, 2025, we have 247 websites and mobile applications. Mobile devices (including smartphones and tablets) have become an increasingly important channel for customers to make travel bookings and we expect this trend to continue. Bookings made through mobile devices have lower customer acquisition costs associated with them and further supports migrating our customers from Non-Prime to Prime. We have experienced significant increases in the bookings made via mobile devices in recent years (including via our applications and mobile web browsers). In the year ended March 31, 2025, on average 64% of our bookings were made through mobile devices, compared with approximately 60% on average in the year ended March 31, 2024.

Our Prime subscription program

We have transformed our business from a transaction-based business to a predominantly subscription-fee based business and we plan to continue enhancing our customer engagement to consolidate and grow our Prime members

base, which we believe will drive our financial condition and results of operations. The principal drivers underlying our Prime subscription program are:

- *The growth of our Prime members base.* We target reaching 8.3 million Prime members (subscription-based) by the end of financial year 2026 (from 7.3 million as of March 31, 2025) and plan to achieve this target by (i) continuing to convert existing transactional customers to Prime members, (ii) increasing our existing market share in Europe, particularly in our Top 6 markets, (iii) growing our Prime members base in our Rest of the World markets and (iv) attracting new Prime members in non-flight product categories. Through the Prime membership fees and the expectation that Prime membership results in a higher repeat booking rate, the number of Prime members has a direct impact on our results of operations and financial condition.

- *Prime ARPU.* The Prime ARPU is expected to remain stable in the range of €70 to €75 as the revenue from new products and features is reinvested into improving the Prime value proposition. The Prime ARPU includes the Prime subscription fee as well as other Gradual, Transaction Date and Other Revenues generated by the Prime segment. As of March 31, 2025 we have a Prime ARPU of €75.9 per annum. Over the last few years, as more existing transactional customers converted to Prime and we enhanced our Prime platform's functionality and product offering, our Cash Revenue Margin became predominantly subscription-fee based as a result of a resilient revenue generation built on our Prime subscription program.

- *The maturity of our Prime members base and a decrease in Variable costs over time.* The customer acquisition cost for the initial Prime booking in the first year of Prime membership is slightly higher than for a Non-Prime transactional booking as a result of additional Variable costs relating to the roll-out of Prime. However, we expect these costs to decrease meaningfully from the second Prime booking and over time as a Prime members renew their membership since Prime members typically reach us through low cost acquisition channels (e.g. our websites or mobile applications) as opposed to higher cost acquisition channels typically used by Non-Prime customers (e.g. Google or other metasearch websites). As our Prime members base grows and matures, the customer acquisition costs as a percentage of our revenues decreases as more repeat Prime bookings are made, which results in a further expansion of our Cash Marginal Profit and our Cash Marginal Profit Margin over time. The maturity of Prime members is the most important driver for our profitability.

- *Increased capital investment for the acceleration and development of our Prime platform.* We plan to continue to invest in our Prime platform to seize further growth opportunities of our predominantly subscription-fee based platform. To continue the roll-out of the Prime platform and support further platform functionality enhancements and product developments, we have made significant investments and expect to continue to make additional investments in our IT and hire an additional approximately 150 employees in financial year 2026 (which, together with our current employees, comprise the largest component of our Fixed costs) focused on product development by the end of financial year 2026. We will also invest in additional Capital Expenditures for the continued improvement of our Prime platform, specifically with respect to connectivity, payment functionality and further geographic expansion.

- *The Prime subscription program is an important driver for our cash position.* The Prime Fees are collected upfront and accrued over the subscription period. This upfront payment allows our Prime members to enjoy discounts and benefits during the subscription period and has a positive impact on our working capital.

Geographic concentration and expansion of operations

We believe that our strategic expansion of our business in Rest of the World markets, together with the organic growth of our business in our Top 6 markets, has contributed to our growth to date and will continue to be an important factor in the development of our business.

In particular, the fragmentation of the travel markets in which we operate allows us to adopt different growth, marketing and product proposition strategies that are tailored specifically for each country in which we operate. For example, in countries where we hold large market positions, such as France, we have focused our resources on retaining our position while at the same time reducing the relative weight of such countries in the context of our expansion strategy relating to the scale and the geographic scope of our operations. Currently we do not offer Prime

in all our markets but we regularly test Prime in new markets and we launch it widely when it delivers higher lifetime value than our existing transactional offering. Prime is a scalable program, though some adjustments are required for each jurisdiction. For instance, we may need to include local consolidators for flights and hotels to ensure we offer the best possible content or we may need to support local payment methods or refine fraud rules and performance marketing algorithms.

The following table sets forth the Cash Revenue Margin attributable to our operations in the countries of our Top 6 segment and in France:

	For the year ended March 31,		
	2023	2024[2]	2025
	(in € million)		
Top 6 segment (total)			
Cash Revenue Margin[1]	456.2	489.0	528.1
France			
Cash Revenue Margin[1]	161.2	168.8	188.6

(1) Cash Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Accordingly, our operating results in France continue to have a significant impact on our overall results. In the years ended March 31, 2024 and 2025, the impact weight of France slightly increased due to the earlier and more advanced roll-out of our Prime subscription program in this market compared to other Top 6 markets.

Changes in revenue sources

	For the year ended March 31,					
	2023		2024[2]		2025	
	(unaudited)					
	(in € million or % of total Cash Revenue Margin[1])					
Cash Revenue Margin[1]						
Gradual Revenues	275.1	44.3%	375.1	55.5%	464.9	64.8%
Transaction Date Revenues	321.4	51.8%	274.3	40.6%	224.0	31.2%
Other Revenues	24.5	3.9%	26.8	4.0%	29.0	4.0%
Total Cash Revenue Margin	621.0	100%	676.1	100%	717.9	100%

(1) Cash Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Changes in our revenue sources have affected, and will continue to affect, our financial performance. In the year ended March 31, 2025, we earned 64.8% of our Cash Revenue Margin from Gradual Revenues (compared to 55.5% and 44.3% in the year ended March 31, 2024 and 2023, respectively), 31.2% from Transaction Date Revenues (compared to 40.6% and 51.8% in the year ended March 31, 2024 and 2023, respectively) and 4% from Other Revenues (compared to 4.0% and 3.9% in the year ended March 31, 2024 and 2023, respectively).

Gradual Revenues

"Gradual Revenues" represents revenue which is recognized gradually over the period of the service and mostly relates to the collection of Prime subscription fees, fees for the service of "cancellation for any reason" and flexitickets as well as airline overcommissions. In the year ended March 31, 2025, the contribution of Gradual Revenues to our Cash Revenue Margin increased to 64.8%, from 55.5% in the year ended March 31, 2024 and 44.3% in the year ended March 31, 2023. This increase is principally due to the increase in subscription fees driven by our strategy to continue to expand our Prime subscription business.

Transaction Date Revenues

"Transaction Date Revenues" represents revenue which is recognized at the time of booking and mostly relates to service fees, ancillaries, insurance, incentives (other than airline overcommissions) and other fees.

A significant portion of our total Cash Revenue Margin is derived from Transaction Date Revenues, amounting to 31.2% in the year ended March 31, 2025, compared to 40.6% in the year ended March 31, 2024 and 51.8% in the year ended March 31, 2023. In the year ended March 31, 2025, the contribution of Transaction Date Revenues to our Cash Revenue Margin decreased to 40.6% from 51.8% in the year ended March 31, 2024. This decrease is driven by the increase of Gradual Revenues in our mix of revenue and the investment in customer value.

Other Revenues

Our Cash Revenue Margin also includes non-travel elements such as advertising on our websites, revenue from our Metasearch activities as well as other flight revenue. Such revenue is derived primarily from advertisements on the various websites we operate, as well as for searches, clicks and purchases generated by our metasearch activities. The portion of our total Cash Revenue Margin derived from Other Revenues remained stable at around 4% in the years ended March 31, 2023 March 31, 2024 and March 31, 2025.

Goodwill, other intangible assets and impairments

The goodwill and other intangible assets recognized on our statement of financial position represented 54.3% and 30.2%, respectively, of our total assets as of March 31, 2025 (54.6% and 28.4%, respectively, as of March 31, 2024, and 58.7% and 29.1% respectively, as of March 31, 2023). These assets consist primarily of goodwill and identified other intangible assets associated with the Combination. Within other intangible assets, our principal assets are our brands (65.2% of total net other intangible assets as of March 31, 2025 and 67.7% and 70.9% as of March 31, 2024 and as of March 31, 2023, respectively) and software (34.8% of total net other intangible assets as of March 31, 2025 and 32.3%, and 29.1% as of March 31, 2024, and March 31, 2023, respectively). See Note 4.3 "Goodwill" and Note 4.12 "Other Intangible Assets" to our 2025 Consolidated Financial Statements for further information regarding our goodwill and other intangible assets. Any further acquisitions may result in our recognition of additional goodwill or other intangible assets.

Under IFRS, we are required to amortize certain intangibles over the useful life of the asset and subject our goodwill and certain of our intangible assets to impairment testing rather than amortization. Accordingly, on at least an annual basis, we assess whether there have been impairments in the carrying value of our goodwill and certain of our intangible assets. If the carrying value of the asset is determined to be impaired, then it is written down to fair value by an impairment loss in the income statement. See Note 3.3 "Basis of presentation—Uses of estimates and judgements" to our 2025 Consolidated Financial Statements.

In the year ended March 31, 2025 a reversal of the previously recognized impairment of the brands Go Voyages, Travellink and Liligo has been booked as a result of testing performed by the Group using the methodology and the assumptions described in the Notes 19.1 "Impairment of brands—Measuring methodology" and 19.2 "Impairment of brands—Main assumptions used in the financial projections" to our 2025 Consolidated Financial Statements and due to updated projections. As of March 31, 2024 we have not recognized any impairment.

The recognition of impairments affects our income statement. Accordingly, if we recognize impairments in the future, our reported results will be adversely affected, even though such impairments are non-cash items.

Seasonality

We experience seasonal fluctuations in the demand for travel products offered by us. Because we generate the largest portion of our Revenue Margin from flight bookings, and this revenue is generally recognized at the time of booking, these trends cause our revenue to be highest in the periods during which travelers book their vacation. Therefore, our revenue tends to be lower in the quarter ending December 31 than in other quarters and typically highest in the quarter ending March 31, corresponding to bookings for the busy spring and summer travel seasons. Cash generated and profitability have historically been lower between September and December as the post-summer period has historically been our lowest booking period. However, our Prime subscription program generates Gradual Revenues from subscription fees that are recognized gradually over the period of service, which provides a more stable source of income and is expected to contribute to mitigating the impact on the revenue margin of these seasonal fluctuations.

Principal Consolidated Income Statement Line Items

The following section presents our main income statement line items derived from our Consolidated Financial Statements.

Revenue

Most of our revenue is generated from our Prime segment (representing 71.0% of our Cash Revenue Margin for the year ended March 31, 2025), with additional revenue generated by bookings from our Non-Prime customers (representing 29% of our Cash Revenue Margin for the year ended March 31, 2025). Through the Prime subscription, our customers are able to fly or book a hotel or a car at attractive prices, benefit from flexible options on their flight bookings as well as have access to a 24/7 priority customer service, and benefit from exclusive Prime offers and additional benefits on other products and services. The Prime subscription fees are collected upfront and accrued gradually over the subscription period.

We also generate our revenue from the intermediation services regarding the supply of flight services, including air passenger transport by regular airlines and LCC flights as well as travel insurance, optional services, hotel accommodation, car rentals and Dynamic Packages (including revenue from the flight component thereof). In this respect revenue is earned through service fees, commissions, incentive payments received from suppliers and, in specific cases, margins. We also receive incentives from our GDS service providers based on the volume of supplies mediated through the GDS.

In addition to the above travel-related revenue, we also generate revenue from non-travel related services, such as revenue for the supply of advertising services on our websites, commissions received from credit card companies and fees charged on toll calls.

We classify our revenues as "Gradual Revenues," "Transaction Date Revenues," and "Other Revenues." "Gradual Revenues" represents revenue which is recognized gradually over the period of the service and mostly relates to the collection of Prime subscription fees, fees for the service of "cancellation for any reason" and flexitickets as well as airline overcommissions. "Transaction Date Revenues" represents revenue which is recognized at the time of booking and mostly relates to service fees, ancillaries, insurance, incentives (other than airline overcommissions) and other fees. "Other Revenues" is a residual category and mainly relates to advertising and metasearch revenue, tax refunds and other fees not classified as Gradual Revenues or Transaction Date Revenues.

For detail on our revenue recognition, which depends on product or service type, see "—Critical Accounting Policies—Revenue recognition" below and Note 4.4 "Material accounting policy information—Revenue recognition" to our 2025 Consolidated Financial Statements.

Agency model

- Since September 2022, we make all our flight and non-flight mediation services available through the agency model. Prior to September 2022 we offered our hotel content through the principal model. Under the agency model, we act as disclosed agent and not as primary obligor of the arrangement, and are therefore not bearing any inventory risk. We act as a disclosed agent for the supply of mediation services,

which form the majority of our services. As a disclosed agent, we enable travelers to book flight and non-flight services with travel suppliers. In respect of such mediation services, we are either (a) the full agent of record, in which case we collect the price of the travel service from the customer and pass it through to the travel suppliers at a later date, or (b) the agent of record only in respect of the service fees charged to the customer in which case the customer pays the price of the travel service directly to the travel suppliers. Irrespective of whether we act as full agent of record or agent of record only in respect of the service fees charged to the customer, we record our revenue on a "net" basis, representing the service fees we earn. In certain cases, we also act as a "pure" limited intermediary whereby we operate as a click-through and pass reservations made by the customer on to the relevant travel supplier (for example, in respect of car reservations). On such intermediary transactions, we are not the agent of record in respect of any amounts paid by the customer and our revenue consists solely of commissions and incentives received from travel suppliers and/or other service providers. Depending on the specific agency role that we perform, we may provide varying degrees of support services, if any, to the customer once the booking has been made.

- Until September 2022 we delivered some of our hotel content as principal supplier under the principal model, which meant that we purchased inventory on demand for resale to the customers/travelers or otherwise were the obligor of the travel supply arrangement. In that case, revenue represented the total amount paid by our customers for such products and services, and we recognized such revenue on a "gross" basis. The cost of procuring the relevant products sold to our customers for which we acted as principal is accounted for as "supplies." Since September 2022, we deliver all products on an agency basis.

For more information, see "—Accounting Policies—Revenue recognition" below and Note 4.4 "Material accounting policy information—Revenue recognition" to our 2025 Consolidated Financial Statements.

Cost of Sales

In respect of the financial year 2023, Cost of sales primarily consists of direct costs associated with the supply of certain hotel accommodation for which we acted until September 2022 as principal through a designated Group company. The cost of sales is variable in nature and is primarily driven by transaction volumes. We do not acquire inventory in advance, as the inventory acquisitions were managed on demand. Due to a change of its contractual relationship with suppliers of hotel accommodation, the Group has been acting as a disclosed agent related to supply of hotel accommodation since September 2022 and it no longer recognizes a cost of sales expense related to hotel accommodation. As a result, no cost of sales is recorded and, Revenue and Revenue Margin are the same.

Personnel expenses

Personnel expenses primarily consist of wages and salaries, employee welfare expenses, contributions to mandatory retirement funds as well as other expenses related to the payment of retirement benefits, and other employee benefits. In addition, personnel expenses include personnel costs relating to IT development projects to the extent they are not capitalized.

Depreciation and amortization, impairment and gain/(loss) arising from assets disposals

Depreciation and amortization, impairment and gain/(loss) arising from assets disposals consists primarily of depreciation expense recorded on property and equipment, such as computers and office furniture, fixtures and equipment, leasehold improvements and IT hardware and capitalized IT costs and includes any impairment we recognize. Amortization consists primarily of amortization recorded on intangible assets, such as software, licenses and trademarks and domains. Impairment consists primarily of impairment recorded on intangible assets, such as brands and goodwill. See "—Key Factors Affecting Our Results of Operations—Goodwill, other intangible assets and impairments" above.

Marketing, other variable and other operating expenses

Other operating expenses primarily consist of marketing expenses, credit card processing costs (incurred only under the agency model), chargebacks on fraudulent transactions, GDS search costs and fees paid to our outsourcing service providers, such as outsourced call centers or IT services. Our marketing expenses comprise customer acquisition costs (such as paid search costs, metasearch costs and other promotional campaigns) and commissions due

to agents and white label partners. A large portion of our other operating expenses are Variable costs, either because they are directly related to the number of transactions processed through us or because they result from discretionary decisions from our management.

Financial and similar income and expenses

Financial and similar income and expenses principally consists of interest expense on our debt, other financing costs and bank charges.

Income tax

Income tax corresponds to the tax expense based on taxable profits, and includes current income tax and deferred income tax.

Reporting Segments

The Group's reporting segments are (i) Prime and Non-Prime, and (ii) Top 6 and Rest of the World.

Top 6 and Rest of the World reflects the basis of the different markets in which the Group operates, and have been the segments historically reported by the Group. In financial year 2024, due to the shift in the Group's revenue being principally Prime subscription-based, the Group decided to add a Prime and Non-Prime segment to its reporting segments to reflect how management evaluates the operating performance of the business and to help investors and sell-side analysts better understand our subscription-based program.

Comparison of the years ended March 31, 2025 and 2024

Key Operating Metrics

The following table sets forth certain of our key operating metrics for the years ended March 31, 2025 and 2024:

	For the years ended March 31,		
	2024[2]	2025	Change
	(in € million, unless otherwise stated)		(%)
Prime members (in thousand)	5,826	7,263	24.7%
Total Cash Revenue Margin[1]			
Prime	411.0	510.1	24.1%
Non-Prime	265.2	207.8	(21.6)%
Top 6	489.0	528.1	8.0%
Rest of the World	187.1	189.8	(0.1)%
Cash Revenue Margin[1]	676.1	717.9	6.2%
Adjusted EBITDA[1]	87.8	133.7	52.2%
Cash EBITDA[1]	121.4	180.4	48.7%
Net income(*)	32.4	45.1	51.6%
Adjusted net income[1]	22.9	51.2	123.6%

(*) Net income refers to the profit / (loss) attributable to shareholders of the Group as reflected in the consolidated income statement.

(1) Cash Revenue Margin, Adjusted EBITDA, Cash EBITDA and Adjusted net income are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "*Presentation of Financial Information and Other Data—Non-GAAP Measures*."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Prime members

Prime members increased by 1.4 million, or 24.7%, from 5.8 million Prime members (subscription-based) in the year ended March 31, 2024 to 7.3 million Prime members (subscription-based) in the year ended March 31, 2025. This substantial increase was driven by the ongoing expansion of our Prime subscription program, deeper market penetration in our primary markets, and successful entry into new markets, all supported by a strong and evolving Prime value proposition.

Cash Revenue Margin

Total Cash Revenue Margin increased by €41.8 million, or 6.2%, to €717.9 million in the year ended March 31, 2025, from €676.1 million in the year ended March 31, 2024, mainly driven by a substantial increase in the Cash Revenue Margin generated by our Prime subscription and transactional intermediation service fees, as a result of the expansion of our Prime member base.

Prime segment. In the Prime segment, Cash Revenue Margin increased by €99.1 million or 24.1%, to €510.1 million in the year ended March 31, 2025, from €411.0 million in the year ended March 31, 2024 as a result of the continued roll-out of our Prime subscription program.

Non-Prime segment. In the Non-Prime segment, Cash Revenue Margin decreased by €57.4 million or 21.6%, to €207.8 million in the year ended March 31, 2025, from €265.2 million in the year ended March 31, 2024. This decrease is in line with our strategy to focus on the Prime segment and migrating our customers from Non-Prime to Prime.

Top 6 segment. In the Top 6 segment, Cash Revenue Margin increased by €39.1 million or 8.0%, to €528.1 million in the year ended March 31, 2025, from €489.0 million in the year ended March 31, 2024. This was principally driven by the continuous development of the Prime product in our core markets, which are defined by their substantial Prime penetration.

Rest of the World segment. In the Rest of the World segment, Cash Revenue Margin increased by €2.7 million or 1.4%, to €189.8 million in the year ended March 31, 2025, from €187.1 million in the year ended March 31, 2024. This was principally driven by continuous Prime expansion in our Rest of the World existing countries offset by the decrease in Non-Prime revenue, which is predominately generated in the Rest of the World segment.

Cash Revenue Margin by source. As described under "—Overview," we divide our total Cash Revenue Margin between Gradual Revenues, Transaction Date Revenues, and Other Revenues. The following table sets forth our Cash Revenue Margin by source for the years ended March 31, 2025 and 2024.

	For the years ended March 31,				
	2024[2]		2025		Change
			(in € million or % of total Revenue Margin)		(%)
Cash Revenue Margin[1]					
Gradual Revenues	375.1	55.5%	464.9	64.8%	36.3%
Transaction Date Revenues	274.3	40.6%	224.0	31.2%	(14.7)%
Other Revenues	26.8	4.0%	29.0	4.0%	9.4%
Total Cash Revenue Margin	676.1	100%	717.9	100%	8.9%

(1) Cash Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial Information and Other Data Non-GAAP Measures."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Cash Revenue Margin from Gradual Revenues increased by €89.8 million, or 23.9%, to €464.9 million in the year ended March 31, 2025, from €375.1 million in the year ended March 31, 2024 as a result of the increase in subscription fees driven by our strategy to expand our Prime subscription business.

Cash Revenue Margin from Transaction Date Revenues decreased by €50.3 million, or 18.3%, to €224.0 million in the year ended March 31, 2025, from €274.3 million in the year ended March 31, 2024. This is mainly driven by a decrease in Non-Prime bookings.

Cash Revenue Margin from Other Revenues increased by €2.2 million, or 8.3%, to €29.0 million in the year ended March 31, 2025, from €26.8 million in the year ended March 31, 2024. This increase is in line with the growth of the rest of the business.

Adjusted EBITDA

Adjusted EBITDA increased by €45.9 million or 52.2% to €133.7 million in the year ended March 31, 2025, from €87.8 million in the year ended March 31, 2024, mainly driven by the growth of our Prime subscription and transactional intermediation service fees. The strong growth in the Prime segment more than offsets the decrease in the revenue generated by the Non-Prime segment.

We analyze our costs in two categories, as set forth in the following table for the years ended March 31, 2025 and 2024:

	For the years ended March 31,		
	2024	2025	Change
	(in € million)		(%)
Variable costs[(1)]	(458.8)	(436.3)	(4.9)%
Fixed costs[(1)]	(96.0)	(101.2)	5.4%

(1) Variable costs and Fixed costs are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

Variable costs. Variable costs decreased by €22.5 million, or 4.9%, to €436.3 million in the year ended March 31, 2025, from €458.8 million in the year ended March 31, 2024, as our Prime members base continued to mature, thereby reducing customer acquisition costs.

Fixed Costs. Fixed costs increased by €5.1 million, or 5.4%, to €101.2 million in the year ended March 31, 2025, from €96.0 million in the year ended March 31, 2024 mainly driven by higher personnel costs due our investment strategy and higher IT costs.

Cash EBITDA

Cash EBITDA increased by €59.1 million to €180.4 million in the year ended March 31, 2025, from €121.4 million in the year ended March 31, 2024, mainly driven by the growth of our Prime subscription program. The strong growth in the Prime segment more than offsets the decrease in the revenue generated by the Non-Prime segment.

See also "Summary Consolidated Financial Information and Other Data—Other Unaudited Financial and Operating Data."

Net income

Net income increased by €12.7 million to €45.1 million in the year ended March 31, 2025, from €32.4 million in the year ended March 31, 2024, reflecting the evolution of Adjusted EBITDA (as described above).

Adjusted net income

Adjusted net income increased by €28.3 million to €51.2 million in the year ended March 31, 2025, from €22.9 million in the year ended March 31, 2024, reflecting the evolution of Adjusted EBITDA (as described above).

Results of Operations

The following table sets forth our results of operations for the years ended March 31, 2024 and 2025.

	For the years ended March 31,		
	2024	2025	Change
	(in € million, unless otherwise stated)		(%)
Revenue	650.5	671.2	3.2%
Cost of sales	—	—	—
Revenue Margin[(1)]	**650.5**	**671.2**	**3.2%**
Personnel expenses	(92.2)	(99.9)	8.3%
Depreciation and amortisation	(37.8)	(44.2)	17.1%
Impairment (loss)/reversal	(0.1)	6.9	(7,000)%
Gain/(loss) arising from assets disposals	—	—	—
Impairment (loss)/profit on bad debts	(0.4)	(0.1)	(137.7)%
Marketing, other variable and other operating expenses	(449.1)	(427.5)	4.8%
Operating profit/(loss)	**41.0**	**75.3**	**84.1%**
Interest expense on debt	(23.0)	(22.9)	(0.5)%
Other financial income/(expenses)	(4.0)	(3.4)	(13.4)%
Financial and similar income and expenses	**(27.0)**	**(26.3)**	**(2.4)%**
Profit/(loss) before taxes	**14.0**	**48.9**	**248.9%**
Income tax	18.3	(3.9)	(99.5)%
Profit/(loss) for the year from continuing operations	**32.4**	**45.1**	**51.6%**
Profit for the year from discontinued operations net of taxes	—	—	—
Consolidated profit/(loss) for the year	**32.4**	**45.1**	**51.6%**
Non-controlling interest – Result	—	—	—
Profit/(loss) attributable to shareholders of the Company	**32.4**	**45.1**	**51.6%**
Basic earnings per share (€)	**0.26**	**0.37**	**42.3%**
Diluted earnings per share (€)	**0.25**	**0.36**	**44.0%**

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

Revenue

Revenue increased by €20.7 million, or 3.2%, to €671.2 million in the year ended March 31, 2025, from €650.5 million in the year ended March 31, 2024, as a result of the continued roll-out of our Prime subscription program.

Personnel expenses

Personnel expenses increased by €7.7 million, or 8.3%, to €99.9 million in the year ended March 31, 2025, from €92.2 million in the year ended March 31, 2024, mainly as a result of increased investment in personnel and new hires started in financial year 2023 to support the acceleration of the roll-out of Prime.

Depreciation and amortization

Depreciation and amortization increased by €6.5 million, or 17.1%, to €44.2 million in the year ended March 31, 2025, from €37.7 million in the year ended March 31, 2024, driven by the amortization of newly capitalized IT projects from our past years. For further details, please refer to Note 11 "Depreciation and Amortisation" to our 2025 Consolidated Financial Statements.

Impairment loss

Impairment loss had a positive impact of €6.9 million, to €7.0 million in the year ended March 31, 2025, from €0.1 million in the year ended March 31, 2024, principally due to the reversal of the previously recognized impairment of the brands Go Voyages, Travellink and Liligo given the updated projections.

Impairment (loss)/profit on bad debts

Impairment (loss)/profit on bad debts was a profit of €0.1 million in the year ended March 31, 2025, compared to a loss of €0.4 million in the year ended March 31, 2024, principally due to the recovery of old receivables provisioned from the prior year and overall improved collections.

Marketing, other variable and other operating expenses

Marketing, other variable and other operating expenses decreased by €21.6 million, or 4.8%, to €427.5 million in the year ended March 31, 2025, from €449.1 million in the year ended March 31, 2024 as the maturity of the Prime member base reduces customer acquisition costs.

Operating profit/(loss)

As a result of the foregoing factors, we generated an Operating profit of €75.3 million in the year ended March 31, 2025, compared to an Operating profit of €41.0 million in the year ended March 31, 2024.

Interest expense on debt

Interest expense on debt has remained stable at €22.9 million in the year ended March 31, 2025, compared to €23.0 million in the year ended March 31, 2024 and principally relates to amounts borrowed under our Super Senior Credit Facilities.

Other financial income/(expenses)

Other financial expenses amounted to €3.4 million in the year ended March 31, 2025, compared to an expense of €4.0 million in the year ended March 31, 2024. The decrease compared to the year ended March 31, 2024 is due to higher returns on cash deposits to more favorable terms offered on deposits in the year ended March 31, 2025.

Financial and similar income and expenses

Our financial and similar expenses decreased by €0.7 million, or 2.4%, to an expense of €26.3 million in the year ended March 31, 2025, from an expense of €27.0 million in the year ended March 31, 2024, driven by our lower interest expense on debt and lower other financial expenses, as described above. For further details, please refer to Note 13 "Financial income and expense" to our 2025 Consolidated Financial Statements.

Profit/(loss) before tax

We generated a profit before tax of €48.9 million in the year ended March 31, 2025, compared to a profit before tax of €14.0 million in the year ended March 31, 2024.

Income tax

The income tax expense increased by €22.2 million from an income of €18.3 million in the year ended March 31, 2024 to an expense of €3.9 million in the year ended March 31, 2025 due to a mix of circumstances, including a lower

recognition of deferred income tax income related to prior year Spanish tax losses, higher Spanish operating profits, the recognition of a deferred tax asset for U.S. foreign tax credits and an increase of the provision for tax risks.

Profit/(loss) for the year from continuing operations

As a result of the foregoing factors, we generated a profit of €45.1 million in the year ended March 31, 2025, compared to a profit of €32.4 million in the year ended March 31, 2024.

Comparison of the years ended March 31, 2024 and 2023

Key Operating Metrics

The following table sets forth certain of our key operating metrics for the years ended March 31, 2024 and 2023:

	For the years ended March 31,		
	2023	2024[2]	Change
	(in € million, unless otherwise stated)		(%)
Prime members (in thousand)	4,337	5,826	34.3%
Cash Revenue Margin[1]			
Prime	283.5	411.0	44.9%
Non-Prime	337.5	265.2	(21.4)%
Top 6	456.2	489.0	12.3%
Rest of the World	164.8	187.1	7.2%
Total Cash Revenue Margin[1]	621.0	676.1	8.9%
Adjusted EBITDA[1]	33.0	87.8	166.1%
Cash EBITDA[1]	84.4	121.4	43.8%
Net income[*]	(43.3)	32.4	174.8%
Adjusted net income[1]	(34.7)	22.9	166.0%

(*) Net income refers to the profit / (loss) attributable to shareholders of the Group as reflected in the consolidated income statement.

(1) Cash Revenue Margin, Adjusted EBITDA, Cash EBITDA and Adjusted net income are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Prime members

Prime members increased by 1.4 million, or 34.3%, from 4.3 million Prime members (subscription-based) in the year ended March 31, 2023 to 5.8 million Prime members (subscription-based) in the year ended March 31, 2024. This substantial increase was driven by the ongoing expansion of our Prime subscription program in our primary markets, and successful entry into new markets along with the product expansion.

Cash Revenue Margin

Total Cash Revenue Margin increased by €55.1 million, or 8.9%, to €676.1 million in the year ended March 31, 2024, from €621.0 million in the year ended March 31, 2023, primarily due to the expansion of the Prime member

base. This increase was further supported by a rise in demand following the COVID-19 pandemic, particularly in the first half of the financial year 2024.

Prime segment. In the Prime segment, Cash Revenue Margin increased by €127.4 million or 44.9%, to €411.0 million in the year ended March 31, 2024, from €283.5 million in the year ended March 31, 2023, mainly driven by the expansion of our Prime member base. This increase was further supported by a rise in demand following the COVID-19 pandemic, particularly in the first half of the financial year 2024.

Non-Prime segment. In the Non-Prime segment, Cash Revenue Margin decreased by €72.3 million or 21.4%, to €265.2 million in the year ended March 31, 2024, from €337.5 million in the year ended March 31, 2023. This was mainly driven by the migration of our existing customers from Non-Prime to Prime, as in accordance with our Prime strategy.

Top 6 segment. In the Top 6 segment, Cash Revenue Margin increased by €32.8 million or 7.2%, to €489.0 million in the year ended March 31, 2024, from €456.2 million in the year ended March 31, 2023. This was principally driven by the continuous development of the Prime product in our core markets in which we have a substantial Prime penetration.

Rest of the World segment. In the Rest of the World segment, Cash Revenue Margin increased by €22.3 million or 13.5%, to €187.1 million in the year ended March 31, 2024, from €164.8 million in the year ended March 31, 2023. This was principally driven by our market expansion in our non-core markets where we increased our results both in Prime and Non-Prime.

Cash Revenue Margin by source. Described under "—Overview," we divide our total Cash Revenue Margin between Gradual Revenues, Transaction Date Revenues, and Other Revenues. The following table sets forth our Revenue Margin by source for the years ended March 31, 2024 and 2023.

	For the years ended March 31,				
	2023		2024[2]		Change
	(in € million or % of total Revenue Margin)				(%)
Cash Revenue Margin[1]					
Gradual Revenues	275.1	44.3%	375.1	55.5%	36.3%
Transaction Date Revenues	321.4	51.8%	274.3	40.6%	(14.7)%
Other Revenues	24.5	3.9%	26.8	4.0%	9.4%
Total Cash Revenue Margin	621.0	100%	676.1	100%	8.9%

(1) Cash Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial Information and Other Data Non-GAAP Measures."

(2) Excluding, in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Cash Revenue Margin from Gradual Revenues increased by €100.0 million, or 36.3%, to €375.1 million in the year ended March 31, 2024, from €275.1 million in the year ended March 31, 2023 is driven by the increase in the collection of the Prime subscription fees as a result of the continued roll-out of our Prime subscription program.

Cash Revenue Margin from Transaction Date Revenues decreased by €47.1 million, or 14.7%, to €274.3 million in the year ended March 31, 2024, from €321.4 million in the year ended March 31, 2023. This is mainly driven by a decrease in Non-Prime bookings as Non-Prime customers continue to migrate from Non-Prime to Prime in accordance with our Prime strategy.

Cash Revenue Margin from Other Revenues increased by €2.3 million, or 9.4%, to €26.8 million in the year ended March 31, 2024, from €24.5 million in the year ended March 31, 2023. This increase is in line with the growth of the rest of the business.

Adjusted EBITDA

Adjusted EBITDA increased by €54.8 million, or 166.1%, to €87.8 million in the year ended March 31, 2024, from €33.0 million in the year ended March 31, 2023, mainly driven by the growth of our Prime member base as well as the increase in the maturity of our Prime base members which results in lower customer acquisition costs and therefore improves the margin. The strong growth of the Prime segment more than offsets the decrease in the results of the Non-Prime segment.

We analyze our costs in two categories, as set forth in the following table for the years ended March 31, 2024 and 2023:

	For the years ended March 31,		
	2023	2024	Change
	(in € million)		(%)
Variable costs[(1)]	(456.4)	(458.8)	0.5%
Fixed costs[(1)]	(80.3)	(96.0)	19.5%

(1) Variable costs and Fixed costs are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

Variable costs. Variable costs increased by €2.4 million, or 0.5%, to €458.8 million in the year ended March 31, 2024, from €456.4 million in the year ended March 31, 2023. Our Variable costs remained broadly flat notwithstanding having a significantly higher Cash Revenue Margin, as the increase in the maturity of the Prime base reduces customer acquisition costs.

Fixed costs. Fixed costs increased by €15.7 million, or 19.6%, to €96.0 million in the year ended March 31, 2024, from €80.3 million in the year ended March 31, 2023, mainly driven by higher personnel expenses following our hiring plan.

Cash EBITDA

Cash EBITDA increased by €37.0 million, or 43.8%, to €121.4 million in the year ended March 31, 2024, from €84.4 million in the year ended March 31, 2023, mainly driven by the growth of our Prime base as well as the tenure of our Prime base members which improves the margin. The strong growth in the Prime segment more than offsets the decrease in the revenue generated by the Non-Prime segment.

See also "Summary Consolidated Financial Information and Other Data—Other Unaudited Financial and Operating Data."

Net income

Net income increased by €75.7 million, to €32.4 million in the year ended March 31, 2024, from €(43.3) million in the year ended March 31, 2023, reflecting the evolution of "—Adjusted EBITDA" described above.

Adjusted net income

Adjusted net income increased by €57.6 million, to €22.9 million in the year ended March 31, 2024, from €(34.7) million in the year ended March 31, 2023, reflecting the evolution of "—Adjusted EBITDA" described above.

Results of Operations

The following table sets forth our results of operations for the years ended March 31, 2024 and 2023.

	For the years ended March 31,		
	2023	2024	Change
	(audited)		(%)
	(in € million)		
Revenue	**587.8**	**650.5**	**10.7%**
Cost of Sales	(18.2)	—	100%
Revenue Margin[(1)]	**569.6**	**650.5**	**14.2%**
Personnel expenses	(71.0)	(92.2)	(29.9)%
Depreciation and amortisation	(33.8)	(37.8)	(11.8)%
Impairment (loss)/reversal	(0.2)	(0.1)	50%
Gain/(loss) arising from assets disposals	—	—	—
Impairment loss on bad debts	0.3	(0.4)	(233.3)%
Marketing, other variable and other operating expenses	(474.7)	(479.1)	(0.9)%
Operating profit/(loss)	**(9.8)**	**41.0**	**518.4%**
Interest expense on debt	(24.0)	(23.0)	4.17%
Other financial income/(expenses)	(3.2)	(4.0)	25%
Financial and similar income and expenses	**(27.2)**	**(27.0)**	**0.7%**
Profit/(loss) before taxes	**(37.0)**	**14.0**	**137.8%**
Income tax	(6.4)	18.3	385.9%
Profit/(loss) for the year from continuing operations	**(43.3)**	**32.4**	**174.8%**
Non-controlling interest—Result	—	—	—
Profit and loss attributable to shareholders of the Company	**(43.3)**	**32.4**	**174.8%**

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."

Revenue

Revenue increased by €62.8 million, or 10.7%, to €650.5 million in the year ended March 31, 2024, from €587.8 million in the year ended March 31, 2023, mainly driven by a substantial increase in the Revenue Margin for Prime as a result of the expansion of our Prime member base.

Cost of Sales

Cost of Sales decreased by €18.2 million, or 100%, to nil in the year ended March 31, 2024, from €18.2 million in the year ended March 31, 2023, principally due to a change of our contractual relationship with suppliers of hotel accommodation in September 2022 as the result of which, the Group now only acts as a disclosed agent and no longer as a principal in respect of the supply of hotel accommodation and therefore no longer recognizes a cost of sales expense related to hotel accommodation.

Personnel expenses

Personnel expenses increased by €21.2 million, or 29.9%, to €92.2 million in the year ended March 31, 2024, from €71.0 million in the year ended March 31, 2023, mainly as a result of increased investment in personnel and new hires started in financial year 2023 to support the acceleration of the roll-out of Prime.

Depreciation and amortization

Depreciation and amortization increased by €4.0 million to €37.8 million in the year ended March 31, 2024, from €33.8 million in the year ended March 31, 2023, principally due to the amortization of the newly capitalized items, partially offset by an increase in fully amortized items. For further details, please refer to Note 11 "Depreciation and Amortisation" to our 2024 Consolidated Financial Statements.

Impairment loss on bad debts

Impairment loss on bad debts decreased by €0.7 million to an expense of €0.4 million in the year ended March 31, 2024, from €0.3 million revenue in the year ended March 31, 2023, driven by a higher provision due to an increase in trade receivables and lower amount of provision reversal from write-off of receivables

Marketing, other variable and other operating expenses

Marketing, other variable and other operating expenses decreased by €3.8 million, or 0.8%, to €449.1 million in the year ended March 31, 2024, from €452.9 million in the year ended March 31, 2023. Despite having a higher revenue margin, the maturity of the Prime member base reduces customer acquisition costs.

Operating profit/(loss)

As a result of the foregoing factors, we generated an operating profit of €41.0 million in the year ended March 31, 2024, compared to an operating loss of €9.8 million in the year ended March 31, 2023.

Profit/(loss) before tax

We generated a profit before tax of €14.0 million in the year ended March 31, 2024, compared to a loss of €37.0 million in the year ended March 31, 2023.

Income tax

The income tax expense increased by €24.7 million from an income of €6.4 million in the year ended March 31, 2023 to an expense of €18.3 million in the year ended March 31, 2024 due to a mix of circumstances, including higher Spanish operating profits and the recognition of a deferred tax asset for prior year Spanish tax losses carried forward.

Profit/(loss)

As a result of the foregoing factors, we generated a profit of €32.4 million in the year ended March 31, 2024, compared to a loss of €43.3 million in the year ended March 31, 2023.

Liquidity and Capital Resources

Overview

To date, our liquidity needs have been met principally from cash flow from operations, including the cash generated by the effect of negative working capital and the upfront collections of the Prime subscription fees. Our business benefits from a structurally negative working capital because we generally receive cash from travelers at the time of booking and we pay travel suppliers generally within a few weeks after completing the transaction. Therefore (with the exception of commissions received from our white label sourcing partners and fees paid by travel suppliers in connection with our metasearch activities) we generally receive cash from travelers prior to paying suppliers, and this favorable operating cycle represents a working capital source of cash. However, the increased proportion of sales of Direct Connect reduces the extent of our negative working capital as customers of Direct Connect products typically pay the Direct Connect provider directly at the time of booking. In recent years, IATA has repeatedly considered imposing shorter settlement terms. Recent examples include, from January 2025, in France, a reduction in the number of days between the end of the sales period and the payment date for a bi-monthly payment frequency from the current 10 calendar days to seven calendar days, and, in Spain, an increase in remittance frequency from three to four times per month. In addition, if IATA or other product suppliers were to no longer allow us to pay our product suppliers with corporate credit cards, this would result in a reduction of the commissions we receive from our corporate credit card providers.

Growing Cash EBITDA drives (Free) Cash Flow ex Non-Prime Working Capital. (Free) Cash Flow ex Non-Prime Working Capital increased by €55.1 million or 122.7% to €100.0 million in the year ended March 31, 2025 from €44.9 million in the year ended March 31, 2024 driven by the strong growth of the Cash EBITDA generated by the growth of our Prime program. (Free) Cash Flow ex Non-Prime Working Capital increased by €24.8 million or

123.4% to €44.9 million in the year ended March 31, 2024 from €20.1 million in the year ended March 31, 2023 also driven by the strong growth of the Cash EBITDA generated by the accelerated roll-out of our Prime program.

Within our working capital, trade and other receivables primarily comprise commissions, incentives or other payments due to us by travel suppliers and by trade and corporate customers and security deposits. Trade and other payables primarily comprise payables to our travel suppliers, metasearch companies that facilitate the distribution of our products and operators of websites on which we advertise, as well as employee-related and tax liabilities. The level of trade payables mainly relates to the payment terms of our travel suppliers, which are generally due several weeks after completing the transaction with our customer.

Our cash requirements have mainly been for funding operating expenses as well as Capital Expenditures such as IT infrastructure (in particular for the continued roll-out and improvement of Prime in our platform and mobile development), the growth of our business and the new mid and back office system development.

Our business has significant seasonality of cash generation, with March usually being the month in which we generate the most cash and December usually being the time of the year in which our cash is lowest as our cash position is mainly dependent on the evolution of our working capital. Our working capital is highly seasonal as it relates mainly to the sale of network carriers flight bookings, and therefore, the negative working capital tends to reach its highest levels in the periods during which travelers book their vacations. As a result, our cash position tends to be lower in the quarter ending December 31, than as of the end of other three months and is typically highest as of March 31, corresponding to bookings for the busy spring and summer travel seasons. Cash generated and profitability have historically been lower between September and December as the post-summer period has historically been our lowest booking period. Our cash and cash equivalents were € 76.8 million as of March 31, 2025, compared to €91.2 million as of March 31, 2024, and €35.9 million as of March 31, 2023.

The table below sets forth an overview of our Net Debt as of the end of each year indicated below.

	As of		
	March 31, 2023	**March 31, 2024**	**March 31, 2025**
		(in € million)	
2027 Notes	375.0	375.0	375.0
Super Senior Credit Facilities[(1)]	—	—	—
Government sponsored loan[(2)]	3.8	—	—
Other debt and finance leases[(3)]	10.8	8.3	5.2
Accrued interest	4.3	4.3	4.3
Financing costs and amortizations[(4)]	(9.5)	(7.3)	(5.1)
Overdraft	3.9	—	—
Cash and cash equivalents	(35.9)	(91.2)	(76.9)
Net Debt	**352.3**	**289.1**	**302.5**

(1) This refers to the revolving credit facilities under our Super Senior Credit Facilities. See "Description of Other Indebtedness."

(2) This refers to the Government sponsored loan which was repaid in 2024.

(3) This includes the lease liabilities resulting from the application of IFRS 16 Leases.

(4) Of the financing costs and amortizations, €3.6 million, €2.7 million, €1.7 million related to SSRCF financing costs associated with undrawn revolving credit facilities under our Super Senior Credit Facilities as of March 31, 2023, March 31, 2024 and March 31, 2025.

Cash Flows

The following is a discussion of our consolidated cash flows comparing the years ended March 31, 2025, 2024 and 2023.

Comparison of the years ended March 31, 2025 and 2024

The following table sets forth our consolidated cash flows in the years ended March 31, 2025 and 2024.

	For the year ended March 31,		
	2024	2025	Change
	(in € millions)		(%)
Net profit/(loss)	32.4	45.1	39.2%
Depreciation and amortisation	37.8	44.2	16.9%
Impairment and result on disposal of non-current assets	0.1	(6.9)	(7,000)%
Other provisions	(1.2)	2.5	308.3%
Income tax	(18.3)	3.9	121.3%
Financial result	27.0	26.3	(2.6)%
Expenses related to share-based payments	16.7	18.4	10.2%
Other non-cash items	—	—	—
Changes in working capital	49.0	15.4	(68.6)%
Income tax paid	(4.6)	(2.4)	47.8%
Net cash from/(used in) operating activities	**138.9**	**146.4**	5.4%
Acquisitions of intangible assets and property, plant and equipment	(49.1)	(55.4)	(12.8)%
Acquisitions of financial assets	—	(0.2)	—
Proceeds from disposals of financial assets	0.3	—	100%
Business combinations net of cash acquired	—	—	—
Net cash flow from/(used in) investing activities	**(48.8)**	**(55.6)**	(13.9)%
Acquisition of treasury shares	(1.7)	(79.9)	(4,600)%
Disposal of treasury shares	—	—	—
Gain / (loss) associated to treasury shares transactions	—	(0.4)	—
Borrowings drawdown	—	—	—
Reimbursement of borrowings	(6.3)	(2.8)	55.6%
Interest paid	(21.2)	(20.8)	1.9%
Other financial expenses paid	(2.3)	(2.4)	(4.3)%
Interest received	0.4	0.8	100%
Net cash flow from/(used in) financing activities	**(31.0)**	**(105.6)**	(240.6)%
Net increase/(decrease) in cash and cash equivalents	**59.0**	**(14.7)**	(124.9)%
Cash and cash equivalents at beginning of period	35.9	91.2	154%
Effect of foreign exchange rate changes	0.1	0.4	300%
Bank facilities and bank overdrafts at beginning of period	(3.9)	—	100%
Cash and cash equivalents at end of period	**91.2**	**76.9**	**(15.7)%**

Operating activities

Net cash from operating activities increased at a CAGR of 7% since financial year 2022. Net cash from operating activities increased by €7.5 million, or 5.4%, to a net cash inflow of €146.4 million in the year ended March 31, 2025, compared to a net cash inflow of €138.9 million in the year ended March 31, 2024, principally due to:

- Adjusted EBITDA increased by €45.9 million to €133.7 million the year ended March 31, 2025 from €87.8 million in the year ended March 31, 2024, mainly driven by the growth of our Prime segment. The strong growth in the Prime segment more than offsets the decrease in the revenue generated by the Non-Prime segment.

- Working capital inflow (or change in working capital) of €15.4 million driven by an increase of the Prime deferred revenue by €46.8 million partially offset by lower Non-Prime working capital due to a decrease in the average basket value and a change in the IATA payment scheme. The €49.0 million outflow in the year ended March 31, 2024 was due to the increase of the Prime deferred revenue by €33.6 million.

- Income tax paid decreased by €2.2 million from an expense of €4.6 million to an expense of €2.4 million, due to (i) lower income tax paid related to the Italian Supreme Court appeal (a €2.7 million lower payment, see "Business—Litigation and Disputes—Pending Tax Disputes With Tax Authorities—Italy."), (ii) higher Italian and Gibraltar income tax paid on taxable profits (a €1.2 million higher payment) and (iii) lower U.S. income tax paid (a €0.6 million lower payment).

Investing activities

Net cash used in investing activities increased by €6.8 million, or 13.8%, to a net cash outflow of €55.6 million in the year ended March 31, 2025, compared to a net cash outflow of €48.8 million in the year ended March 31, 2024, mainly driven by our investment in the platform for our Prime expansion.

Financing activities

Net cash used in financing activities increased by €74.6 million, or 240.2%, to a net cash outflow of €105.6 million in the year ended March 31, 2025, compared to a net cash outflow of €31.0 million in the year ended March 31, 2024. The variation is mainly related to the acquisition of treasury shares for €79.9 million during financial year 2025.

Comparison of the years ended March 31, 2024 and 2023

The following table sets forth our consolidated cash flows in the years ended March 31, 2024 and 2023.

	For the year ended March 31,		
	2023	2024	Change
	(in € millions)		(%)
Consolidated profit/(loss) for the year	(43.3)	32.4	174.8%
Depreciation and amortisation	33.8	37.8	11.8%
Impairment and result on disposal of non-current assets (net)	0.2	0.1	(50)%
Other provisions	(0.6)	(1.2)	(100)%
Income tax	6.4	(18.3)	(385.9)%
Finance loss	27.2	27.0	(0.7)%
Expenses related to share-based payments	11.2	16.7	49.1%
Other non-cash items	—	—	—
Change in working capital	69.4	49.0	(29.4)%
Income tax paid	(1.7)	(4.6)	(170.6)%
Net cash from/(used in) operating activities	**102.5**	**138.9**	**35.5%**
Net cash flow from/(used in) investing activities	**(38.2)**	**(48.8)**	**(28.1)%**
Net cash flow from/(used in) financing activities	**(67.7)**	**(31.0)**	**54.2%**
Net increase/(decrease) in cash and cash equivalent	**(3.4)**	**59.0**	**1835.3%**
Net cash and cash equivalents at beginning of period (Net of overdraft)	45.9	35.9	21.8%
Effect of foreign exchange rate changes	(0.6)	0.1	116.7%
Net cash and cash equivalents at end of period	35.9	91.2	154%
Bank facilities & overdrafts	(3.9)	—	100%
Net cash and cash equivalents at end of period (Net of overdraft)	32.1	91.2	184.1%

Operating activities

Net cash from operating activities increased by €36.4 million, or 35.5%, to a net cash inflow of €138.9 million in the year ended March 31, 2024, compared to a net cash inflow of €102.5 million in the year ended March 31, 2023, principally due to increase in Adjusted EBITDA by €54.8 million, mainly driven by the growth of our Prime base as well as the maturity of our Prime base members which improves the margin, partially offset by:

- Lower working capital inflow (or change in working capital) of €20.4 million driven by the higher booking volumes between March 2022 and March 2023, compared to March 2023 and March 2022, mainly due to the catch-up effect of bookings during the Covid-19 pandemic; and

- Income tax paid increased by €2.9 million from €1.7 million to €4.6 million due to (a) higher Spanish income tax paid (€1.4 million higher payment), (b) higher income tax paid related to the Italian Supreme Court appeal (€0.7 million higher payment) and (c) higher US income tax paid (€0.8 million higher payment).

Investing activities

Net cash used in investing activities increased by €10.7 million, or 27.9%, to a net cash outflow of €48.8 million in the year ended March 31, 2024, compared to a net cash outflow of €38.2 million in the year ended March 31, 2023, mainly driven by our investment in the platform for our Prime expansion.

Financing activities

Net cash used in financing activities decreased by €36.7 million, or 54.2%, to a net cash outflow of €31.0 million in the year ended March 31, 2024, compared to a net cash outflow of €67.7 million in the year ended March 31, 2023. The variation mainly relates to the outflows in the financial year 2023 of the repayment of the Super Senior Credit Facilities in an amount of €30.0 million and the Government sponsored loan received by our subsidiary Vacaciones eDreams in an amount of €3.8 million.

Long-Term Financing Arrangements

Assuming the Refinancing Transaction was completed as of March 31, 2025, the principal payments of our long-term financing arrangements following the completion of the Refinancing Transaction would be due as follows:

	Payment due between April 1 and March 31, in € million				
	2025/2026	2026/2027	2027/2028	beyond 2028/2029	Total
Facilities	—	—	—	—	—
Notes offered hereby	—	—	—	375.0	375.0
Super Senior Credit Facilities	—	—	—	—	—
Obligations under leases	1.9	0.8	0.3	0.5	3.5
Other financial leases	1.8	—	—	—	1.8
Total	**3.7**	**0.8**	**0.3**	**375.5**	**380.3**

Under IFRS, our total financial liabilities as of March 31, 2025, amounted to €381.1 million, compared to €383.0 million as of March 31, 2024. The difference to the principal payments of our long-term financing arrangements mainly comprises the accrued interest related to the 2027 Notes amounting to €4.3 million, the financing costs capitalized amounting to €3.3 million, as well as other financial liabilities amounting to €5.2 million. For a description of the material terms of our financing arrangements, including the Revolving Credit Facility, see "Description of Other Indebtedness."

High-yield bonds

On February 2, 2022, we issued €375.0 million aggregate principal amount of the 2027 Notes, the proceeds of which were used, among other things, to fund the redemption in full of the 2023 Notes that remained outstanding. As of the date of this Offering Memorandum €375.0 million of 2027 Notes are outstanding. See "Description of Other Indebtedness" and "Use of Proceeds."

Drawings under the Super Senior Credit Facilities

As of March 31, 2025, the details of committed and drawn facilities under the Super Senior Credit Facilities is set forth in the table below. See "Description of Other Indebtedness."

	March 31, 2025
	(in € million) (audited)
Super Senior Credit Facilities total amount	180.0
Guarantees drawn under Super Senior Credit Facilities	(34.3)
Drawn under Super Senior Credit Facilities	—
Ancillaries to Super Senior Credit Facilities drawn	—
Remaining undrawn amount under Super Senior Credit Facilities	145.7
Undrawn amount specific for guarantees	(1.0)
Remaining cash available under Super Senior Credit Facilities	144.7

Financial and Other Long-Term Contractual Obligations

Assuming the Refinancing Transaction was completed as of March 31, 2025, our financial and other long-term contractual obligations under IFRS as of March 31, 2025, grouped according to the period in which payments are due, would be as set forth in the table below.

Contractual Obligations	Less than 1 year	1-5 years	5 years and more	Total
	(unaudited, unless otherwise stated) (in € million)			
Long-term and short-term debt obligations	—	—	375.0	375.0
Lease obligations	1.9	1.6	—	3.5
Off balance sheet lease obligations	0.2	1.9	0.3	2.4
Other short- and long-term liabilities	1.8	—	—	1.8
Total	**3.9**	**3.5**	**375.3**	**382.7**

Capital Expenditures

In the year ended March 31, 2025, we had Capital Expenditures of €55.6 million including IT capitalization for €55.3 million and acquisition of hardware, software and other capital investment for €0.1 million.

In the year ended March 31, 2024, we had Capital Expenditures of €48.8 million including IT capitalization for €48.9 million, acquisition of hardware, software and other capital investment for €0.2 million, partly offset by disposals of financial assets for €0.3 million.

In the year ended March 31, 2023, we had Capital Expenditures of €38.2 million including IT capitalization for €37.6 million and acquisition of hardware, software and other capital investment for €0.5 million.

The implementation of a common organizational and reporting structure is completed. The integration of the IT, marketing and customer service systems is also completed. The integration of our middle- and back-office functions, such as accounting and operational systems, management information and financial control systems has been completed for most of our operating companies.

Off-Balance Sheet Arrangements

As of March 31, 2025, off-balance sheet arrangements consisted of guarantees amounting to €34.5 million granted by us and certain financial institutions to cover three main types of contingencies:

- guarantees issued in favor of local regulators to allow our companies to operate and sell flight tickets and packages in certain jurisdictions. The total amount outstanding as of March 31, 2025, was €15.8 million and consisted of guarantees issued in favor of (i) regulators in Spain in the amount of €11.4 million, (ii) regulators in UK in the amount of €4.2 million and (iii) regulators in France, United States and Germany in the amount of €0.2 million;

- guarantees issued in favor of the Italian tax authorities related to an appeal to the Italian court for €4.2 million; and

- a guarantee issued in favor of the Spanish tax authorities related to an appeal to the Spanish court for €14.5 million.

The amount of guarantees issued under the Super Senior Credit Facilities as of March 31, 2025 was €34.3 million.

Disclosures about Market Risks

The following is an overview of the principal market risks that we are subject to.

Credit risk

Our credit risk is mainly attributable to business-to-business customer receivables. These amounts are recognized in the consolidated statement of financial position net of provision for doubtful receivables, which is estimated by our management in establishing a provision matrix by type of customer, based on our historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Interest rate risk

Most of our financial debt is exposed to fixed interest rates. Of our debt, only the Super Senior Credit Facilities bear interest at a variable rate. Historically we have only drawn loans under the Super Senior Credit Facilities for intra-month working capital purposes. As of March 31, 2025, the Group has no amounts drawn down from the Super Senior Credit Facilities or overdrafts on credit facilities ancillary to the Super Senior Credit Facilities. Therefore, on the basis of the nil amount drawn down as of March 31, 2025, variations in EURIBOR would have no impact.

We expect that the EURIBOR will continue to exist as a benchmark rate for the foreseeable future, according to the EU Benchmarks Regulation. Additionally, the Super Senior Credit Facilities contain fallback provisions such that if the EURIBOR ceased to be available, alternative benchmark rate would apply.

Liquidity risk

In order to meet our liquidity requirements, our principal sources of liquidity are: cash and cash equivalents from the consolidated statement of financial position, cash flows generated from operations and the revolving credit facilities under our Super Senior Credit Facilities to fund cash requirements and supplier guarantees.

Exchange rate risk

The exchange rate risk arising from our activities has basically two sources: the risk arising in respect of commercial transactions carried out in currencies other than the functional currency of each of our companies and the risk arising on the consolidation of subsidiaries that have a functional currency other than the Euro.

In relation to commercial transactions, we are principally exposed to exchange rate risk as we operate with the British Pound and other foreign currencies. The exchange rate risk arises on future commercial transactions and on assets and liabilities denominated in a foreign currency.

However, the volume of our sales and purchases in foreign currency (other than the local currency of each of the subsidiaries) is of little relevance compared to our total operations.

Additionally, we are also exposed to exchange rate risk on the Swedish Krona due to non-monetary assets denominated in this currency (mainly the Goodwill corresponding to Nordics). Fluctuations on the Swedish Krona impact the value of the assets and the value of the foreign currency translation reserve in equity.

The following table demonstrates the sensitivity as of March 31, 2025 to a reasonably possible change in the British Pound (GBP) and Swedish Krona (SEK) exchange rates, with all other variables held constant.

	+5%	-5%	+10%	-10%
Effect on Profit before Tax of a change in Exchange rate:				
GBP	1.07	(1.19)	2.05	(2.50)
USD	0.28	(0.31)	0.54	(0.66)
Effect on Equity of a change in Exchange rate:				
SEK	(0.71)	0.78	(1.35)	1.64

The impact on our profit before tax is due to changes in the fair value of monetary assets and liabilities.

The impact on our equity is due to changes in value of our foreign operations and Goodwill in the Nordics.

Exposure to changes in the British Pound would not have significant impacts on pre-tax Equity (other than Profit before Tax).

Exposure to changes in the Swedish Krona would not have significant impacts on Profit before Tax.

Our exposure to foreign currency changes as of March 31, 2025 for all other currencies is not significant.

Critical Accounting Policies

Our consolidated financial statements and related notes contain information that is pertinent to the discussion and analysis of our results of operations and financial conditions set forth in this section. The preparation of our consolidated financial statements and related notes in conformity with IFRS requires us to make judgments, estimates and assumptions that may affect the amounts reported. An accounting policy is considered to be critical if it meets the following two criteria:

(i) the policy requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made; and

(ii) different estimates that reasonably could have been used or changes in the estimates that are reasonably likely to occur from period to period would have a material impact on our consolidated financial statements.

We believe that the accounting methods and policies listed below are the most likely to be affected by these estimates and assumptions. Although we believe these policies to be the most critical, other accounting policies also have a significant effect on our Consolidated Financial Statements and certain of these policies may also require the use of estimates and assumptions. For further details please refer to Note 4 “Material accounting policy information” to our 2025 Consolidated Financial Statements.

Revenue Recognition

All our Revenue is revenue from contracts with customers.

We make travel and travel related services available to customers and travelers directly through our websites.

We generate our revenue from the intermediation services regarding the supply of (i) flight services including air passenger transport by regular airlines and LCC flights as well as travel insurance in connection with flight services, (ii) non-flight services, including non-air passenger transport, hotel accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services. Our revenue is earned through service fees, commissions, incentive payments received from suppliers and in specific cases, margins. We also receive incentives from our GDS service providers based on the volume of supplies mediated by us through the GDS systems. In addition to the above travel-related revenue, we also generate revenue from non-travel related services, such as revenue for the supply of advertising services on its websites, commissions received from credit card companies and fees charged on toll calls.

We recognize revenue when (i) there is evidence of a contractual relationship in respect of services provided, (ii) the separate performance obligations in the contract are identified, (iii) the transaction price is determinable and collectability is reasonably assured, (iv) the transaction price is allocated to the separate performance obligation and (v) the services are provided to the customer (performance obligation satisfied).

We have evidence of a contractual relationship when the customer has acknowledged and accepted our terms and conditions that describe the service rendered as well as the related payment terms. We consider revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement.

Revenue is recognized at the fair value of the consideration received or receivable and represents amounts receivable for services provided in the ordinary course of business net of VAT and similar taxes.

Where we act as a disclosed agent, i.e. bear no inventory risk and are not the primary obligor in the arrangement, we only recognize as revenue our intermediation services and commissions relating to the supply of intermediation services in respect of scheduled air passenger transport, hotel accommodations, car rentals and travel packages. We do not recognize any revenue and cost of sales relating to the supply of the underlying travel services by the travel suppliers for which it acts as disclosed agent. We, in our capacity of disclosed agent, have no ability to determine or change the travel services for which we act as intermediary.

Where we act as a disclosed agent, travel supplier incentives are recognized based on the achievement of certain sales targets during a certain agreed period. We therefore recognize such commissions as income where it is considered highly probable that agreed targets will be met and the commissions are quantifiable. Where it is probable that the agreed targets will be met, revenue is recognized based on the percentage of total agreed incentives achieved at the reporting date.

We only acted in our own name to customers in respect of the supply of certain hotel accommodation by a company designated by us, whereby this company purchased hotel accommodation from hoteliers for the onwards supply to its customers at a price determined by this company. In this case, the company had the primary responsibility for the supply of the hotel accommodation. In this case we recognized revenue on a "gross" basis which equals the gross value of the service supplied to the customer, net of VAT, with any related expenditure charged as cost of sales.

Due to a change of our contractual relationship with suppliers of hotel accommodation, we have been acting as a disclosed agent related to supply of hotel accommodation since September 2022.

The recognition of travel supply revenue on a "gross" basis or the recognition of intermediation revenue depends on whether we are considered to act as a principal or as a disclosed agent in its transactions. Therefore, we assess whether we control the travel services supplied to our customers. In performing this assessment, we give regard to the contractual relationship between the parties as well as other relevant facts and circumstances. This analysis is performed using various criteria such as, but not limited to, whether we are primarily responsible for fulfilling the promise to provide the specified good or service, we have inventory risk or has discretion in establishing the customer price of the travel service, and has discretion in the selection of the supplier of the travel service.

Basis of Revenue Recognition

The table below summarizes the revenue recognition basis for our income streams.

Income Stream	Main Performance Obligation	Basis of Revenue Recognition
Scheduled flight intermediation services (*)	Intermediation service	Date of booking
Airline incentives (**)	Intermediation service	Accrued based on meeting sales targets
GDS incentives	Intermediation service	Date of booking
Supplier intermediation revenue (flights and cars)	Intermediation service	Date of booking
Dynamic Packages intermediation revenue (including the flight portion thereof)	Intermediation service	Date of booking
Advertisement services revenue	Advertising display	Date of display
Metasearch	Provide traffic	Date of click or date of purchase
Insurance intermediation revenue	Intermediation service	Date of booking
Cancellation for any reason and flexiticket (**)	Right to cancel / modify during the coverage period	Accrued based on service period

Income Stream	Main Performance Obligation	Basis of Revenue Recognition
Prime (**)	Right to discounts on booking for a certain period	Accrued based on a gradual model
Hotel intermediation services	Intermediation service	Date of booking

(*) Flight intermediation services include ancillary services

(**) Revenue on airline incentives, Prime and cancellation for any reason and flexiticket corresponds to revenue that is recognized gradually over the period of the service agreement as detailed in Note 8 "Revenue margin" to our 2025 Consolidated Financial Statements.

For flight intermediation services, net revenue is recognized upon the completion of the booking as we do not assume any further performance obligation to our customers after the flight tickets have been issued by the airline.

Additionally, we use GDS services to process the booking of travel services for its customers. Under GDS service agreements, we earn revenue in the form of an incentive payment for each segment that is processed through a GDS service provider. This revenue is recognized at the time the booking is processed.

In the event of the cancellation of a booking, the GDS incentives earned are reversed. As explained in Note 3.3 "Basis of presentation—Uses of estimates and judgements" to our 2025 Consolidated Financial Statements, we recognize there is a cancellation risk and consequently estimates a provision based on the most recent data, using data on historical average cancellation rates and external information provided by certain suppliers (see Note 20.1 "Trade and other receivables—Trade receivables" to our 2025 Consolidated Financial Statements).

We also receive incentives from airlines for our intermediation services, which we recognize based on the achievement of targets set by contract, that mainly relate to the amount of bookings that have flown, and consequently are not subject to cancellation.

In case of commissions from hotel and car rental providers for intermediation services regarding hotel accommodation, Dynamic Packages and car rentals, net revenue is recognized at the date of booking. However, a provision is recognized to cover the risk of cancellation of the bookings made prior to the reported closing date and with future departure date. The provision is updated, at least, at each quarterly closing. This provision has been calculated to cover the risk of loss on commission based on the historical average cancellation rate by markets.

We generate other revenue, which primarily comprise revenue from advertising and metasearch activities. Such revenue is derived primarily from the delivery of advertisements on the various websites we operate, as well as for searches, clicks and purchases generated by our metasearch activities. The revenue recognition policy for advertising revenue is at the date or period of display, depending on the terms of the advertising contract. Regarding metasearch services, the revenue is recognized, depending on the particular agreement, at the date of click or date of purchase.

Regarding insurance intermediation revenue, it is recognized at the date of booking, as it is when we provide our intermediation service.

Cancellation or modification services for any reason consist of offering the customer the option to cancel or modify their flight for any reason during the coverage period. We consider that the performance obligation is the coverage service, and therefore this is accrued based on the period during which the customer has the option of cancelling or modifying the reservation. In the event that the customer does not exercise their right to cancellation or modification, the income is accrued linearly during the coverage period. However, if the customer decides to exercise their right to cancellation, the accrual will be accelerated, since the right expires once it has been exercised.

The Prime subscription service includes the right to discounts on all bookings made during the contractual period. This service can be used several times within the contractual period. Additionally, the Prime product has evolved and adds more value to the customer. It includes additional add-ons that are greatly valued by our customers, such as access to a preferential 24-hour service, speedier claims solution and post-sale services. Since April 1, 2023, we accrue income based on a gradual method (see Note 3.3 "Basis of presentation—Uses of estimates and judgements" to our 2025 Consolidated Financial Statements).

For all revenue, if the judgements are inaccurate, actual revenue could differ from the amount we recognize, directly impacting our reported revenue.

The timing of revenue recognition, invoicing and cash collections results in invoiced trade receivables, accrued income (contract assets) and deferred revenue (contract liabilities) on the consolidated statement of financial position. Generally, invoicing occurs subsequent to revenue recognition, resulting in contract assets. However, advances received prior to revenue recognition give rise to contract liabilities.

Taxation

Income tax represents the sum of current tax and deferred tax.

Current Tax

The current tax is based on the taxable profit for the year in the relevant countries. Taxable profit may differ from the profit reported in the consolidated income statement due to income or expense that are taxable or deductible in other years and items that are permanently exempt or permanently non-deductible for taxation purposes. Our balance for current tax is calculated by using the tax rates in the relevant countries that have been enacted or substantively enacted by the end of the reporting period.

Deferred Tax

Deferred tax is recognized on temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of the taxable profit according to the taxation rules in the relevant countries. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets generated by tax losses carried forward and tax credits carried forward are only recognized to the extent that it is probable that these tax losses and tax credits will be offset against taxable profits, respectively, against income tax due during the testing period. This analysis also takes into account local limitations regarding the utilization of tax losses and tax credits.

Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that sufficient taxable profits will be available against which those deductible temporary differences can be offset. No deferred tax assets and liabilities are recognized if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit. See “Judgements and estimates related to business projections” in Note 3.3 “Basis of presentation—Uses of estimates and judgements” to our 2025 Consolidated Financial Statements.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred asset to be recovered.

Deferred tax assets and liabilities are measured at enacted or substantively enacted tax rates that apply or are expected to apply in the period in which the temporary difference shall crystallize.

Deferred tax assets and liabilities are only offset if:

- there is a legally enforceable right to set off current tax assets against current tax liabilities, and
- the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either:
    - the same taxable entity; or
    - different taxable entities which intend to settle current tax liabilities and assets on a net basis, or to realise the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered.

Goodwill

Goodwill arising on an acquisition of a business is not amortized but carried at cost as established at the date of acquisition (see Note 4.2 "Material accounting policy information—Business combinations" to our 2025 Consolidated Financial Statements) less accumulated impairment losses, if any.

For the purposes of impairment testing, goodwill has been allocated to each market, except metasearch and connect (which are their own Cash Generating Units "CGU"). See further detail in Notes 7 "Segment information" and 15 "Goodwill" to our 2025 Consolidated Financial Statements.

The carrying value of the assets allocated to CGU is tested for impairment annually, or more frequently if events and circumstances indicate that an impairment may have occurred. See more detail on impairment indicators considered by us in Note 3.3 "Basis of presentation—Uses of estimates and judgements" to our 2025 Consolidated Financial Statements.

If the recoverable amount of these assets (see Note 18 "Impairment of assets" to our 2025 Consolidated Financial Statements) is less than their carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit.

Any impairment loss for goodwill is recognized directly in profit or loss in the consolidated income statement and is not subsequently reversed.

Impairment of Property, Plant and Equipment and Intangible Assets Other than Goodwill

At least at the end of each reporting period, or more frequently if events and circumstances indicate that an impairment may have occurred (see Note 3.3 "Basis of presentation—Uses of estimates and judgements" to our 2025 Consolidated Financial Statements), we review the carrying amounts of its property, plant and equipment and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss (see methodology used in Note 18 "Impairment of assets" to our 2025 Consolidated Financial Statements). If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any).

Where it is not possible to estimate the recoverable amount of an individual asset, we estimate the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each market and the inherent risk profile of the projected cash flows of each of the markets.

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognized immediately in profit or loss.

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Provisions

Provisions are recognized when we have a present obligation (legal or constructive) as a result of a past event, it is probable that we will be required to settle the obligation and a reliable estimate can be made for the amount of the obligation.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (where the effect of the time value of money is material).

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

When it is only possible that we will be required to settle the obligation, the contingency is disclosed in the note for contingencies (see Note 30 “Contingencies and provisions” to our 2025 Consolidated Financial Statements).

Impairment of Trade Receivables

We apply the simplified approach to expected credit losses for trade receivables and contract assets (“accrued income”), as required by IFRS 9. We recognize a loss allowance based on lifetime expected credit losses. We have established a provision matrix by type of customer that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

INDUSTRY

Certain information set forth in this section has been derived from external sources, including, among others, reports and other publications issued by Phocuswright (as such entity is defined in "Use of Certain Definitions"). Industry surveys and publications generally state that the information contained therein has been obtained from sources believed to be reliable, but some of this information may have been derived from estimates or subjective judgments or have been subject to limited audit and validation. While we believe the market data presented herein to be accurate and correct, we have not independently verified it. Market data presented in this section are based principally on Phocuswright's aggregations or calculations of gross bookings, revenues (on a net basis) and operating margins from publicly available sources, unless otherwise stated. We have accurately reproduced the sector share and industry data, and as far as we are aware and able to ascertain from various market research publications, publicly available information and industry publications, including various third-party sources, no facts have been omitted which to our knowledge would render the reproduced information inaccurate or misleading. However, you should note that the measures aggregated or calculated by Phocuswright are non-GAAP measures and, as a result, may not be directly comparable to similarly titled measures disclosed among companies operating in our industry, including us.

The following is an overview of the subscription and online travel industries, including outlook and drivers of the respective industries.

Within the subscription industry, we look at broad market trends and benefits of a subscription-based platform. We discuss other major players in multiple industries that are leading subscription players.

Within the online travel industry, we look at the more specific market of OTAs in the online flight sector, including us, and discuss key trends within this market. We also discuss competition within the travel industry, as well as the main markets in which we operate.

Subscription Industry

Overview

According to the 2023 Subscription Economy Index Report by Zoura in April 2024, the global subscription market size is approximately €1.4 trillion in 2023 and is estimated to grow at a CAGR of 18% from 2020 to year-end 2025. The market is also experiencing significant expansion in adoption rates across markets, as individuals in key European countries and the United States add more subscriptions to their current portfolio. The average subscription per app user grew to 8.1 in 2024 as compared to 7.3 in 2023 according to the Deutsche Bank Online Subscription Survey from October 2024 (a survey to customers in Germany, the United Kingdom and the United States). The average monthly spending per user on subscriptions also increased from €65 in 2022 to €75 in 2023.

The subscription-based program has been successful across many industries, with notable subscription-based players like Spotify, Netflix, Costco and many more. There is space in each of these industries for both subscription-based and transaction-based players, as evidenced by Walmart and Costco, both succeeding in the grocery and consumer goods space, with stock prices for Costco and Walmart experiencing a CAGR of 18% and 11% for the last 30 years, while the S&P 500 averaged a 9% rise in the same timeframe, according to Bloomberg.

Transforming a business from a transaction-based business to a subscription-based business is not an easy task, bearing financial losses and taking a long time to complete in market terms. Customer acquisition becomes a significant cost, resulting in a low profit margin for those customers for the initial one to two years once they join the subscription platform; our customers, for example, contributed only 18% cash marginal profit margin in their first year of subscription, but that figure on average increased more than 50% in following years as they renew their subscriptions without requiring incremental marketing costs.

Key Trends and Drivers

Subscription-based Program Benefits vs. Transactional Models

The travel market can support a variety of business models, and it is important to recognize that a subscription service is not universally appealing, just as transactional models do not suit every customer. However, when comparing the key performance indicators of subscription-based companies with those of traditional transactional based companies in the travel industry, the advantages of recurring revenue, with customers coming back month after month, year after year, generating more predictable income, subscription-based companies are typically higher-valued, on the basis of enterprise value-to-EBITDA ("EV/EBITDA") multiples and tend to generate higher returns for shareholders.

	Revenue (2017 – 2024)	EBITDA margin (2024)	Free Cash Flow yield (2024)	EV/EBITDA (2024)
Global business-to-customer ("B2C") subscriptions	4.6x	25%	5.8%	17.9x
Airlines	1.7x	18%	8.3%	3.1x
Global OTAs	1.6x	23%	4.6%	7.8x
Hotels	1.3x	27%	4.1%	10.8x

Source: Bloomberg
Global B2C subscriptions include Costco, Teamviewer, Spotify, Netflix, Bumble, Duolingo, Hellofresh, Peloton, Dropbox, Wix; Airlines include AirFrance KLM, IAG, Lufthansa, Easyjet, Ryanair, Wizzair; Global OTAs include Booking Holding, Despegar, Expedia, Trip.com, Tripadvisor; Hotels include Accor, Marriott, IHG, Hilton, Whitbread, Melia, Minor

Subscription companies tend to have better visibility into future revenue streams thanks to subscription payments which tend to be charged on a reoccurring basis; this is evidenced by only 43% of top subscription companies having lowered their yearly guidance in the last 12 months, as compared to 80% of global OTAs and 83% of top European airlines, according to corporate filings, which are key areas for our operations.

Transitioning from a transaction-based to a subscription-based business is often seen as a desirable move to investors, resulting in typically higher valuation multiples for subscription businesses. This is a result of subscription platforms providing higher revenue predictability, personalization, loyalty and customer lifetime value.

Premium Subscription Offerings

Successful B2C subscription companies gain competitive advantage by evolving initial subscription offerings into additional subscription offerings or tiers. For instance, Spotify's original offering is "Spotify Premium" and new subscription offerings added over time include "Premium Individual," "Premium Student," "Premium Family" and "Premium Duo." This helps the companies to either access a diverse customer segment or generate tiered revenue for a varying band of services

Higher LTV and Subscription Revenues

Subscription platforms only require acquiring a customer once to generate value of over their lifetime. Therefore, subscription players tend to have higher revenue predictability and better knowledge of customer bases, leading to a higher possibility of personalization. This generates higher loyalty of customers and higher LTV.

Diversified Travel Offerings on the Subscription Platform

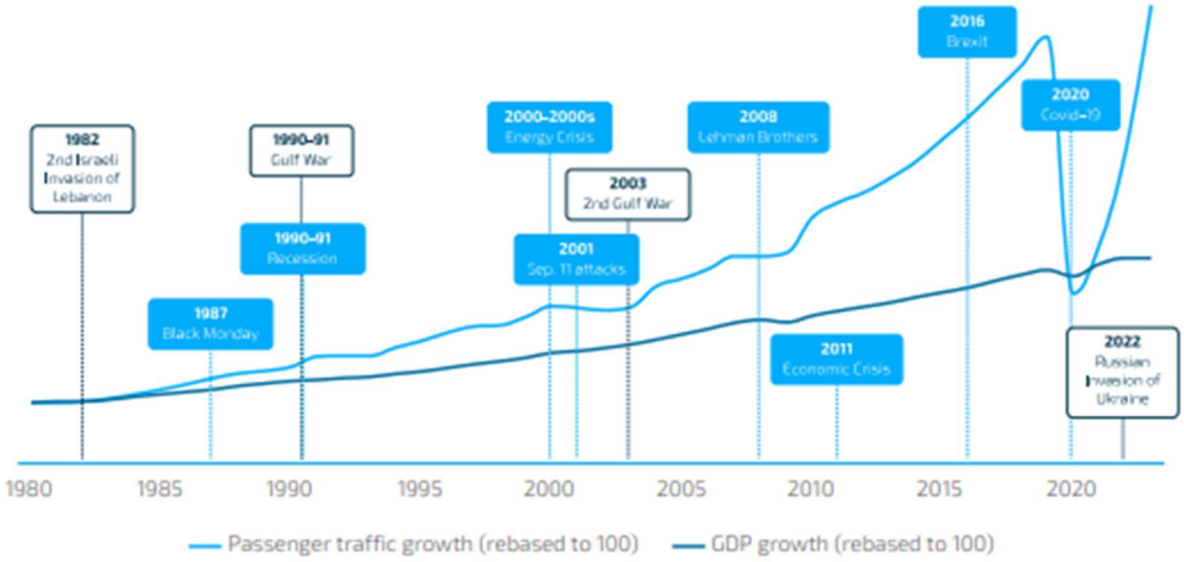
A customer usually proceeds to purchase other travel products like hotels, rail, car rentals, cruise, activities, etc., after flight bookings, and adding the option for these bundled purchases at additional discounts on a subscription travel platform further adds to customer stickiness, thereby increasing LTV and generating higher revenue. For instance, the hotel market is the second largest travel category following flights, a significant portion of which is attributed to online transactions. According to Phocuswright, the global hotel market approximately generated gross bookings of €531

billion in 2024, out of which €290 billion was attributed to online global hotel market. The OTA space had an estimated penetration of 62% in the online hotel market in 2024. Thus, a subscription platform offering flight and hotel bookings, individually or packaged, would have access to a higher TAM than a platform providing a single product.

Travel Industry

According to Phocuswright, the global travel market generated approximately €1.5 trillion bookings in 2024, with notable growth in both the leisure and online sectors. Online travel market generated approximately €0.9 trillion bookings in 2024 according to the PhocalPoint report. As one of the world's leading e-commerce segments, travel provides a sizeable and expanding TAM.

The travel sector has good industry dynamics and macro expectations, providing a promising underlying market for eDreams. The travel sector has historically shown strong resilience rebounding from various challenges. From 1980 to 2020, excluding COVID-19, air passenger traffic declined in only three years. The largest drop, in 1991, was less than 3%, highlighting the travel market's fundamental resilience. The minimal historical fluctuation demonstrates a robust capacity to withstand external pressures.



Source: IATA Economic Performance; Economic Intelligence Unit; The World Bank

Survey data also reveals increasing demand for leisure travel, with European consumers prioritizing it amongst discretionary spending. In 2024, 73% respondents plan to travel in the next six months growing by 6% vs. 2023. Furthermore, travel intention remains robust across all generational demographics. While the cost of travel continues to be a primary concern for European travelers, it is noteworthy that this concern has been steadily decreasing over past 18 months, indicating a sustained appetite for travel despite economic considerations. 59% respondents plan to spend over €1,000 per person in 2024, showing a 5% increase from 2023 and 56% of respondents plan to travel multiple times in 2024 increasing by 2% in 2023, according to "Monitoring sentiment for intra-European Travel of Autumn & Winter 2024-25" by the European Travel Commission in October 2024.

Broader Subscription Market Competitive Landscape

Based on Statista and Group reported data, the following are the top 10 European subscription companies:

Rank	Company	Sector	Launch date	Subscribers
1	Spotify	Music	2008	263.0m
2	Canal+	Video	1984	26.9m
3	Sky Group	Video	1990	23.2m

4	DAZN	Video	2016	20.0m
5	MUBI	Video	2007	15.0m
6	Deezer	Music	2007	9.7m
7	eDreams	Travel	2017	7.3m
8	RTL+	Food Delivery	2011	6.8m
9	Hello Fresh	Video	2016	6.6m
10	Via Play	Video	2007	6.3m

Competitive Landscape

European Travel Market

The European travel market is highly competitive and fragmented. Market participants vying for the same consumer travel spending include other OTAs, traditional (offline) travel agencies and travel suppliers, such as airlines, hotels and tour operators and metasearch engines, which need to balance the yield enhancement that intermediaries can induce with the associated customer acquisition costs. We believe, however, that there is capacity for parallel growth of market participants in the travel industry, not only given the size and growth of the market and the need for a relatively small portion of such market to prosper, but also because market participants' models are often different and co-dependent: when business grows for one market participant, this can lead to an increase in demand for services of other market participants.

Consumers are becoming increasingly experienced users of the Internet and mobile applications, leading to more "do-it-yourself" searches where the consumer compares various travel options on their own. As a result, consumers have become more sensitive to see differences, which in turn has led to increasing price pressure in the online travel industry.

We believe we are able to bring customers to partners globally that would normally not seek out such partners' platform as an option for booking travel. Our customers represent approximately 8% of total capacity of our top 20 travel routes. Our traffic volume is 5 times and 11 times greater than the top 20 airlines and hotels, respectively, outside their home markets.

Group of Competitors in our Market Include:

OTAs: Highly fragmented worldwide, however few players have brand presence larger than a few countries or one region. In the flight sector specifically, our competitors are different in each country, reflecting the localized nature of the travel industry. OTAs with larger scale benefit from value-added services including larger inventory, attractive prices, ability to create bundled and customized offerings, and greater scope to invest in customer service and product offerings.

Traditional Travel Agencies ("TTAs"): In the principal European countries in which we operate, many travel bookings are still made through TTAs. TTAs are typically small in size compared to OTAs and lack the scale, brand recognition and technological resources often associated with OTAs. TTAs typically have a small number of employees and rely significantly on manual processes that are not as efficient as the automation used by many OTAs. Since their inception, OTAs have gained market share from TTAs on a gross bookings basis as discussed above.

Airline and Hotel Direct Websites: Airlines and hotels are strong partners and suppliers of OTAs and have benefitted from cooperation since OTAs began operating. However, airlines and hotels as suppliers also try to diversify their distribution channels and seek to acquire customers directly. As such, hotel and airline websites are competitors of OTAs with respect to customer acquisition. Airline and hotel direct websites, like OTAs, have shown strong growth in the past years, but recently, OTAs have been gaining share from suppliers direct in all markets except the United States.

Pure Metasearch Companies: Metasearch companies, such as Kayak, Skyscanner, Jetcost, Trivago, Momondo and Qunar are distributors of OTAs. They source customers and send them to OTAs and supplier's sites to complete a booking. Although we do not directly compete with metasearch companies, we seek to diversify our distribution channels and as such could be seen to compete with metasearch companies with respect to customer acquisition.

Google: Google is an important source of customers for most online businesses. Google acquired ITA, a U.S.-based flight information software company, in 2010 and has used its technology to launch Google Flights, a metasearch service in the United States and Europe. OTAs and supplier direct websites have continued showing strong growth after the ITA acquisition and after the launch of Google Flights.

Social Media Websites and Mobile Platform Travel Applications: Social media websites, such as Facebook by Meta, and mobile platforms including smartphones and tablet devices such as the iPhone and iPad, are growing rapidly. The emergence of mobile platforms has led to increasing use by consumers of standalone mobile apps to research and book travel. In addition, Meta has launched enhanced search functionality for data included within its website, which has developed into trip consideration ads to inspire bookings, a lists feature that allows users to share ideas and itineraries, as well as Meta's research division offering studies on travel behaviors. Social media websites have introduced new dynamics into the competitive landscape.

Our Geographic Markets

We believe we have a leading position in the European online travel market. Our principal operations are in France, Spain, Italy, Germany, UK and the Nordic region.

In Europe, our main competitors in the online market for flights are mainly other OTAs as well as the direct websites of airlines. In France, Italy and Spain sizable competitors include Etraveli and Kiwi (who are almost exclusively distributing their content through the meta channel) and Expedia and Lastminute, which are more diversified competitors (e.g., selling also hotels and being active across most channels). In addition, local competitors such as Misterfly in France (which is operating mainly a business-to-business business) and Invia in Germany are much smaller and are operating almost exclusively in their respective home markets. Further, we are gradually expanding to markets outside of Europe, including current test markets like South Africa, the Philippines, South Korea, Peru, Greece, Mexico, the Netherlands, Romania, United Arab Emirates, Colombia, Poland, Singapore, New Zealand and Chile. As of March 31, 2025, Prime Household penetration in Europe is 3.7% and 2.1% in the overall market. In France, our first Prime market, Prime has a household penetration of 6.3%.

BUSINESS

Overview

We are a leading online e-commerce company focused on travel with a presence in 44 markets. With 7.3 million Prime members (subscription-based) as of March 31, 2025, and approximately 100 million daily user searches, we are one of the largest suppliers worldwide of flight mediation services, which is our principal business. We also supply our customers with non-flight mediation services, such as hotel bookings, Dynamic Packages (which are dynamically priced packages consisting of a flight product and a hotel booking that travelers customize based on their individual specifications by combining select products from different travel suppliers through us), car rentals, vacation packages, travel insurance and other ancillary travel-related services and products.

Over the past eight years, we have successfully developed, tested and implemented our subscription program, Prime. Prime is an innovative subscription program in the online travel sector that allows our customers to benefit from a more convenient, personalized and cost-effective experience, by having access to 24/7 priority customer service, as well as exclusive Prime offers and additional benefits on other products and services.

Our Prime subscription-based program has given us the opportunity to diversify away from a transactional model and transform the relationship with the customer, adding quality and longevity and enabling us to engage with our customers throughout every step of their travel journey. We believe this program provides us with a more stable source of income, a considerable reduction in our customer acquisition costs, as well as strengthened customer loyalty, increased personalization options and higher repeat booking rates. The Prime program also enables us to foster stronger relationships with our business partners, as it grants our business partners access to a loyal and high value customer group.

We own and operate a strong portfolio of consumer brands consisting mainly of eDreams, Opodo, Go Voyages, Travellink and Liligo. Through our brands, we have historically focused on the flight sector of the travel market. We believe the strength of our brands, quality of our services, our Prime subscription program, as well as our user-friendly website experience and focus on our customers have enabled us to build significant brand awareness in the European flight sector. We have historically leveraged, and expect to continue to leverage, our strength in flight travel to expand our presence in non-flight travel sectors, such as hotels, rental cars and Dynamic Packages.

Most of our revenue is generated from our Prime segment (representing 71.1% of our Cash Revenue Margin for the year ended March 31, 2025), with additional revenue generated by bookings from our Non-Prime customers (representing 28.9% of our Cash Revenue Margin for the year ended March 31, 2025). In the financial year 2024, based on reported data from the main OTAs, we were one of the largest online flight intermediaries in Europe by revenue. Outside of Europe, we have an expanding presence in a number of significant markets, including the United States, Australia, South Africa, Canada, Argentina and Mexico.

Our products are offered through a variety of channels, including our online booking platform (desktop and mobile websites and mobile apps), as well as indirectly through metasearch websites, white label distribution partners and other travel agencies. We also offer our products through Liligo, our metasearch brand, which is currently active in eight countries.

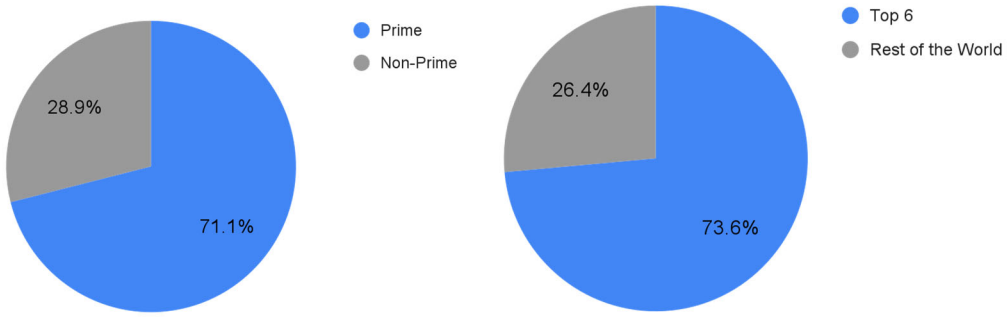
We use innovative technology and our relationships with suppliers, product know-how and marketing expertise to attract and enable customers to research, plan and book a broad range of travel products. We make our offers accessible to a broad range of customers, offline travel agents and white label distribution partners. Prime, our travel subscription program, enables us to continue to strengthen our relationship with our customers, which has resulted in earning more repeat business and obtaining a greater share of our customers' travel wallet.

Our Prime subscription program appeals to travelers of all ages for all types of travel. The demographics of our Prime members include 40% female and 60% male members, with 25% of the members from Generation Z, 36% from Generation Y (Millennials), 27% from Generation X and 11% from the Boomer Generation. In the year ended March 31, 2025, 64% of our Prime members travelled alone, 30% were accompanied by other adults, and 6% travelled with

children. On haul type, 48% of the bookings by our Prime members were for continental flights, 26% for domestic flights and 26% for intercontinental flights, and 57% traveled with low-cost airlines and 43% with regular airlines.

For the year ended March 31, 2025, we reached 7.3 million Prime members (subscription-based), Revenue Margin of €671.2 million, Cash Revenue Margin of €717.9 million, Cash Marginal Profit of €281.6 million, Adjusted EBITDA of €133.7 million, Cash EBITDA of €180.4 million and EBITDA of €112.5 million compared to 5.8 million Prime members (subscription-based), Revenue Margin (excl. Adjusted Revenue Items) of €642.6 million, Cash Revenue Margin of €676.1 million, Cash Marginal Profit of €217.3 million, Adjusted EBITDA of €87.8 million, Cash EBITDA of €121.4 million and EBITDA of €78.9 million in the year ended March 31, 2024, and compared to 2.7 million Prime members (subscription-based), Revenue Margin of €382.6 million, Cash Marginal Profit of €107.4 million, Cash Revenue Margin of €423.8 million, Adjusted EBITDA of €3.0 million, Cash EBITDA of €44.2 million and EBITDA of €(8.0) million in the year ended March 31, 2022.

The following charts present breakdowns of our Cash Revenue Margin by segment (Prime segment and Non-Prime segment) and geography (Top 6 and Rest of World) for the financial year ended March 31, 2025.



Source: Group data
The Top 6 markets comprise our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics. The Rest of the World markets comprise our operations in all other countries in which we operate, including, among others, the United States and Portugal. For a description of each revenue stream, please see "*Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Changes in revenue sources.*"

Outlook and Certain Financial Targets

We have set the following key targets for the year ending March 31, 2026:

- 8.3 million Prime members (subscription-based) (with further growth of at least 10% in each of the financial years 2027 and 2028);
- Cash EBITDA in the range of €215 - €220 million;
- (Free) Cash Flow ex Non-Prime Working Capital greater than €120 million; and
- Continue to invest in our Prime subscription program by expanding the workforce to approximately 1,850 employees, an increase in fixed costs to approximately €120 million and capital expenditures of approximately €60 million.

Prime members base

We have become a predominantly subscription-based platform and plan to further enhance our customer engagement to foster further expansion of our Prime subscription program and consolidate and grow our Prime members base. We target reaching approximately 8.3 million Prime members (subscription-based) by the end of financial year 2026 (approximately 1.1 times our members base of 7.3 million as of March 31, 2025) through the following principal growth levers:

- *Expanding in current markets and launching in new markets*. The average household penetration of Prime across the current 10 Prime markets as of March 31, 2025 was 2.1%. In Europe, where Prime was launched first, the average penetration of Prime was 3.7% as of March 31, 2025. France, the first market where Prime was launched, had a 6.3% penetration rate as of March 31, 2025, with a strong growth trajectory. Other European markets have shown similar penetration rates, in the first few years compared to France, suggesting potential for similar growth rates in those markets. As an example, Spain, where Prime was launched two years later, had a 5.6% penetration as of March 31, 2025 and a similar growth trajectory to France.

- *Further broadening the product range*. Adapting our product range to specific customer segments represents an ongoing enhancement to the product offerings we implemented. We believe that this strategic, tailored approach to product development yields considerable advantages for the business in both the immediate and long-term operational horizons. Providing a diverse range of offerings specifically adapted to distinct customer segments has a positive impact on market penetration. Furthermore, the introduction of varied tiers and product options is instrumental in fostering customer retention, as evolving consumer needs can be accommodated within the Prime program. We have broadened the scope of the Prime membership program, initially centered on flight intermediation, to encompass a wider array of travel-related products and advantages. Notably, we launched our proprietary hotel platform in 2023, a strategic shift from a third-party white label model. The prior transactional structure of the white label platform proved incompatible with our subscription-based program and the objectives of Prime members. This new hotel product incorporates significant enhancements. Recognizing the substantial growth potential of the hotel sector, we anticipate further expansion into supplementary product categories, including but not limited to rail transport, bus services and destination activities.

Our ability to capture new customers through Prime is demonstrated by the fact that on average approximately 75% of new Prime members were new customers for the year ended March 31, 2025.

Over time, as more customers convert to Prime and we further enhance our Prime platform's functionality and increase our product offerings, we expect our Cash Revenue Margin to become further predominantly subscription-based as a result of the expected resilient revenue generation built on our Prime subscription program. By reinvesting part of the additional Revenue Margin from repeat Bookings into additional benefits for Prime members, we expect an increase in the volume of Prime bookings and our Cash Revenue Margin, as we believe Prime members are incentivized to give us a larger share of their travel wallet because we can offer them products and services at more competitive prices. Similarly, we expect the share of higher margin Prime bookings compared to the lower margin Non-Prime bookings to continue to increase over time as a result of the growth of our Prime members base combined with a decrease in customer acquisition costs as a percentage of our revenues driven by repeat Prime bookings, which we expect to result in a further expansion of our Cash Marginal Profit Margin and increase of our Cash Marginal Profit over time.

As our Prime membership base matures, we believe the Prime program will also continue to drive an increase in Lifetime Value for Prime members over time as our Cash Marginal Profit Margin increases as a result of a decrease in Variable costs (approximately half of which comprise acquisition costs) of approximately 30% after the first year of Prime membership. The Prime membership fees, the higher rate of repeat Prime bookings and the decrease in Variable costs over time generally result in a higher Lifetime Value for Prime members compared to Non-Prime customers. Therefore, we believe that our initial Prime customer acquisition expenditures are highly accretive expenditures supporting the acceleration of Prime and expected to generate a significant return on investment over the long run.

In order to seize further growth opportunities in Prime and increase our Prime members base, we plan to continue to invest in our Prime platform to develop further platform functionality enhancements, expand in current markets, further broadening the product range, and launch a fully functional Prime program in new markets. To that end, we intend to make additional investments in our IT and hire an additional 150 employees in financial year 2026 (which, together with our current employees, comprise the largest component of our Fixed costs) focused on product development by the end of financial year 2026. We plan to invest in additional Capital Expenditures for the continued improvement of our Prime platform, specifically with respect to connectivity, payment functionality and further geographic expansion. We expect our aggregate additional investment, including extra investments in Capital

Expenditures and Fixed costs, to amount to approximately €60 million and €120 million, respectively, in financial year 2026 (compared to approximately €55.6 million and €101.2 million, respectively, for financial year 2025). We expect such additional investment to help generate Cash EBITDA in the range of €215 - €220 million and 1 million additional Prime members in financial year 2026.

Cash EBITDA

We believe that our Prime segment translates into greater profitability, principally driven by the expected growth in our Prime member base, a stable revenue from Prime members, increased customer engagement, higher repeat Prime Booking rates and the scalability of our AI platform. We anticipate our Cash EBITDA to increase to the range of €215 - €220 million in the year ending March 31, 2026, compared to financial year 2025 Cash EBITDA of €180.4 million. We have achieved a Cash EBITDA CAGR of approximately 60% from financial year 2022 to the end of financial year 2025.

Free Cash Flow

We have continued to generate strong cash flow with an increase of (Free) Cash Flow ex Non-Prime Working Capital from a cash outflow of €20.1 million in financial year 2023 to a cash inflow of €100.0 million in financial year 2025. Continued strong cash flow generation can fund future growth and return to shareholders. We expect to increase (Free) Cash Flow ex Non-Prime Working Capital to more than €120 million in financial year 2026.

Capital Investment

To maximize emerging opportunities, we will invest in expanding our development capabilities. The Company's strong employer brand positions it well to attract top talent. We expect to expand our workforce to approximately 1,850 employees in financial year 2026 (compared to approximately 1,700 employees in financial year 2025), with fixed costs of approximately €120 million (compared to fixed costs of approximately €101.2 million in financial year 2025) and capital expenditures of approximately €60 million (compared to approximately €55.6 million in financial year 2025).

Our ability to achieve the financial targets and objectives set out above is subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, and our financial targets and objectives have been developed based upon assumptions with respect to future business decisions and conditions that are subject to change. As a result, our actual results may vary from the financial targets and objectives set out above, and those variations may be material. We do not undertake to publish revised financial targets and objectives to reflect events or circumstances existing or arising after the date of the Offering Memorandum or to reflect the occurrence of unanticipated events or circumstances. See "Cautionary Statement Relating to the Outlook and Certain Financial Targets" below for further information.

The foregoing are forward-looking statements. See "Forward-Looking Statements."

Cautionary Statement Relating to the Outlook and Certain Financial Targets

The targets presented herein are based on the business plan prepared by our management, which includes, among other parameters, targets of economic indicators and consolidated results of eDreams ODIGEO. In preparing this business plan, we have considered the strategic priorities defined by our Board of Directors and also the expected economic, market and regulatory conditions for upcoming years. The development of the business plan required a high level of involvement of our management and it is the result of a process of prospective simulation of economic, proprietary and financial conditions and, in particular, the transformation of our business that is primarily focused on the continuing rollout of our Prime subscription-based program.

The targets, in the view of our management, were prepared on a reasonable basis, reflecting the best estimates and judgments available to our management at the time, and present, to the best of our management's knowledge and belief, the expected course of action and the expected future financial performance of our business as of the date they were prepared. However, the targets are not facts and should not be relied upon as being necessarily indicative of future results.

The targets include estimates of indicators used to measure the results of our activity. We have considered the impact of the transformation of our business from being transaction-based to now being principally subscription-based; as a result, the targets are not directly comparable to the financial situation and results of our operations for some of the past periods.

The targets are by their nature uncertain, as they are based on assumptions related largely to future events and actions that our management intends to undertake if such assumptions materialize. We understand that the expectations reflected in the business plan are reasonable although they depend on future and uncertain factors, many of which are beyond our control. Due to these factors, the targets are not a guarantee of future results and we are not responsible for the deviations that may occur in the cases provided or the performance of the assumptions taken to illustrate the target. We do not intend to continue to publicly disclose these targets or any adjustments thereto resulting from such review and revision or otherwise, except as required by applicable law.

None of our independent auditors, nor any other independent accountants, compiled, examined or performed any procedures with respect to the targets, nor have they expressed any opinion or any other form of assurance on the targets or their achievability, and such parties assume no responsibility for, and disclaim any association with, the targets. Our business is subject to various risks and uncertainties described in the "Risk Factors" section of this Offering Memorandum; such uncertainties may cause substantial deviations in the targets and also may result in new risks, not included in the targets, which could have a significant effect on our future development and results of operations.

The targets, while presented with numerical specificity, necessarily reflect numerous estimates and assumptions made by us with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as matters specific to our businesses, all of which are difficult or impossible to predict and many of which are beyond our control. The targets reflect subjective judgement in many respects and thus are susceptible to multiple interpretations and periodic revisions based on actual experience and business, economic, regulatory, financial and other developments. As such, the targets constitute forward-looking information and are subject to risks and uncertainties that could cause actual results to differ materially from the results targeted, including, but not limited to, our performance, industry performance, general business and economic conditions, customer requirements, competition, adverse changes in applicable laws, regulations or rules, and the various risks set forth in this Offering Memorandum. See "Forward-Looking Statements."

The targets are in respect of financial years 2026, 2027 and 2028. The targets are not in respect of any interim period of any such year or any period after the end of our financial year 2028. Actual results may vary significantly from the targets during any interim period of any year due to seasonality in our business, the transformation of our business or otherwise. The targets are dependent upon regulatory stability and certain other assumptions as described below. None of us, the Board of Directors, the Managers or our or their respective affiliates, advisors, officers, directors or representatives can give any assurance that the targets will be realized or that actual results will not vary significantly from the targets. The targets cover multiple years and therefore by their nature become less reliable with each successive year.

In addition, the targets reflect assumptions of our management as of the time that they were prepared as to certain business decisions that were and are subject to change. The targets also may be affected by our ability to achieve strategic goals, objectives and targets over the applicable periods. The targets cannot therefore be considered a guarantee of future operating or financial results, and the information should not be relied on as such. The inclusion of the targets should not be regarded as an indication that we, the Board of Directors or any of our advisors or representatives or anyone who received this information then considered, or now considers, them a reliable prediction of future events, and should not be relied upon as such. None of us, the Board of Directors, the Managers or any of our or their respective advisors or representatives or any of our or their respective affiliates assumes any responsibility for the validity, accuracy or completeness of the financial targets included herein.

The targets do not take into account any circumstances or events occurring after the date they were prepared. None of us, the Board of Directors, the Managers, or our or their respective affiliates, advisors, officers, directors or representatives intends to, and each of them disclaims any obligation to, update, revise or correct the targets, except as otherwise required by law, including if the targets are or become inaccurate (even in the short term).

The inclusion in this Offering Memorandum of the targets should not be deemed an admission or representation by us, the Board of Directors, the Managers or our or their respective affiliates that such information is viewed by us, the Board of Directors, the Managers or our or their respective affiliates as material information of ours. Such information should be evaluated, if at all, in conjunction with the historical financial statements, pro forma financial information and other information regarding eDreams ODIGEO contained in this Offering Memorandum.

None of us, the Board of Directors, the Managers or our or their respective affiliates, advisors, officers, directors or representatives has made or makes any representation to any prospective investor or other person regarding our ultimate performance compared to the information contained in the targets or that the targets will be achieved.

In light of the foregoing factors and the uncertainties inherent in the information provided above, investors are cautioned not to place undue reliance on the targets.

See "Risk Factors—Our actual performance may differ materially from the targets included in this Offering Memorandum."

Our Strengths

We believe that our key competitive strengths include the following.

Prime has a high customer advocacy, driving stickiness for our business

As a subscription-based business, we generate data about our customers as soon as they log into our sites. We are able to tailor our services and their experiences based on the individual preferences of our customers. The more subscribers we have, the more data points we are able to generate, the more accurate the forecasting becomes and the more personalization we are able to offer to our customers.

Customer satisfaction is a key pillar of our platform, lowering churn rate and boosting our reputation in the markets in which we operate. As of the date of this Offering Memorandum we hold a 4.4 rating on Trustpilot, significantly higher than any of our competitors in the OTA and airline spaces. We also hold a rating of 3.9 on Sitejabber and an A+ from the Better Business Bureau as of the date of this Offering Memorandum.

Company	Trustpilot Rating	Company	Trustpilot Rating
eDreams(*)	4.4	British Airways	1.4
Gotogate	3.1	Lufthansa	1.3
Booking.com	2.5	Iberia	1.3
Hopper	1.7	Ryanair	1.3
Air France	1.5	Expedia	1.2
Easyjet	3.0		

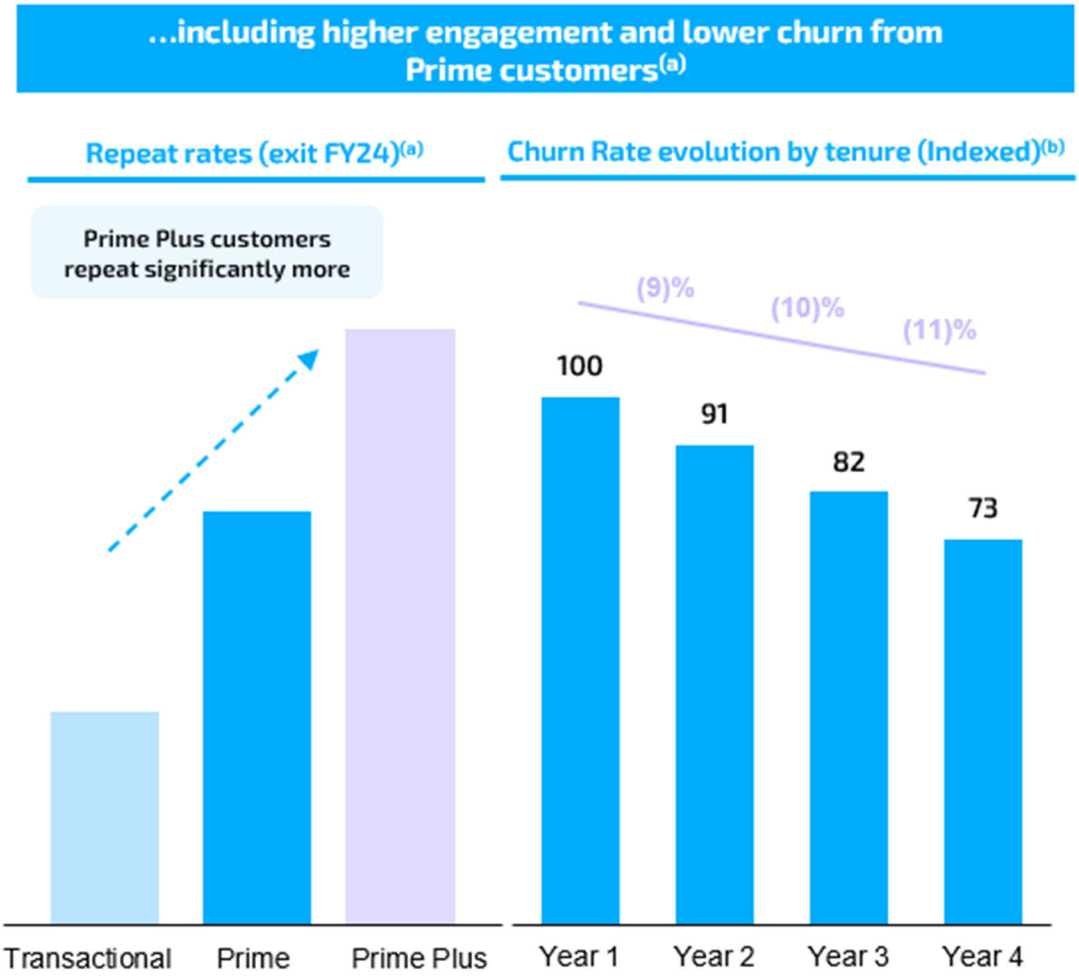
Source: Trustpilot as of March 31, 2025
(*) Group average is a 4.5 as of March 31, 2025

We also have a Net Promoter score of +50, showing best-in-class customer satisfaction which has continued to improve over the years, up 17 points from 2021. Additionally, 9 out of 10 repeat Prime customers score us a 7 or higher on a 1-10 customer satisfaction scale, according to internal data verified and validated by KPMG.

We believe customers value the quality of the experience more than the price benefits, though we are strong in both. 87% of promoters of the Group value the speed and agility of the buying process on our platform, the reliability and overall positive shopping experience, good service and feeling valued, whereas 61% value competitive prices, consistency and value for their money. Further, 27% of promoters value our information, including transparency on

our platform, and information being clearly explained on the products and process, and 26% value the breadth of our product offering, including the wide variety of airlines, hotels and additional extra products.

As a result of positive experiences with our platform, a significant portion of new subscribers we gain come from the recommendation of existing subscribers; this is increasingly true the longer that Prime has been present in that market. This shows the value we provide for our customers, as well as saving us on customer acquisition costs. We also have improved our churn rates, with a 4% drop in churn for first-year members over the last three years, and a 15% drop for second- or more-year members over the last three years; churn tends to decrease over time as members stay with us longer.



Source: Group data
(a) Prime Plus and Prime repeat rate include all repeat bookings (flights, hotels, Dynamic Packages and cars), ancillaries acquired post-booking and price freeze. Illustrative directional presentation. Not to scale.
(b) Indexed repeat rates are based on cohort data from the first quarter of financial year 2021, extrapolated to twelve months based on pre-COVID repeat booking pattern. Churn includes aggregate of voluntary and involuntary churn in countries we are currently present. It illustrates the churn rate evolution by cohort yearly members subscribed from financial year 2021 to financial year 2024, with Year 1 indexed to 100.

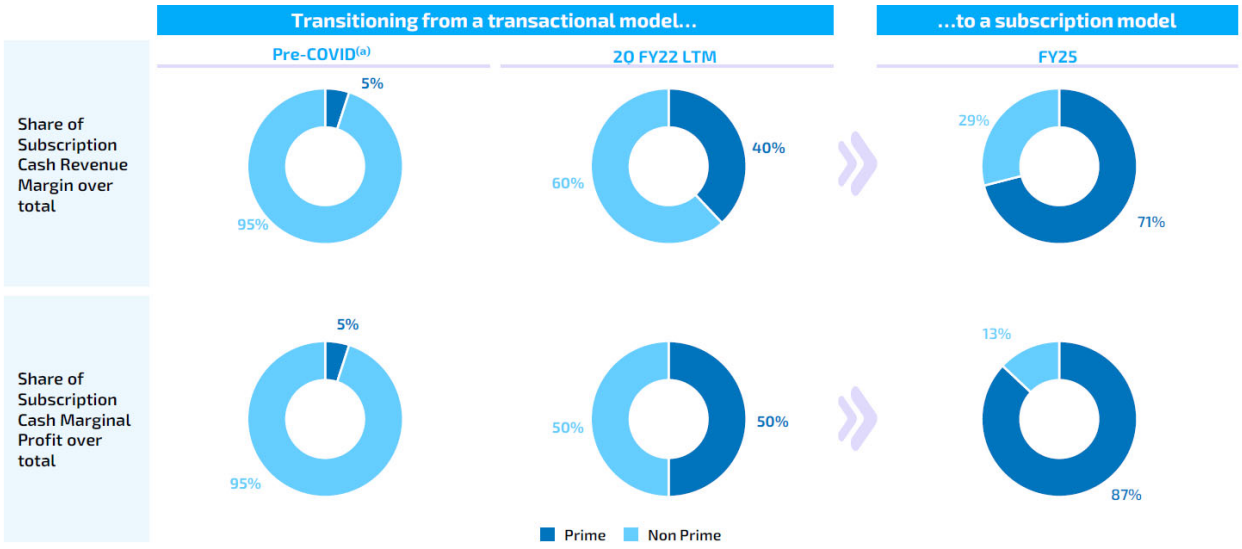
Prime customers also tend to transact with us more often the longer they have been a subscriber, with subscribers in their fourth year averaging over double the transactions than they did in their first year.

Prime is especially popular among younger generations, with 61% of Prime members representing Millennial or Gen-Z age groups. This proportion of younger customers has grown over recent years, showing an increased

population of customers as the younger population gains sustainable income, providing us with a larger total addressable market ("TAM").

We delivered strong results in financial year 2025

In financial year 2025, we achieved very positive results, both financial and strategic. We delivered Cash EBITDA of €180.4 million and (Free) Cash Flow ex Non-Prime Working Capital of €100.0 million, exceeding our guidance. We have been able to continuously deleverage the business, and our leverage profile now sits at 1.7x at the end of financial year 2025 vs. 2.4x Net Debt / Cash EBITDA at the end of financial year 2024, 4.2x at the end of financial year 2023 and 7.2x at the second quarter of financial year 2022. 71.0% of our Cash Revenue Margin came from our subscription model, as well as 87.0% of our Cash Marginal Profit, highlighting the continued success of our Prime model.



Source: Group data
(a) LTM January 2020 figures

The successful transformation of our business from a transaction-based business to a higher value subscription-based business is illustrated by the growth of key metrics, as shown below:

(In € million)		FY 2022	FY 2025	CAGR (%)	Growth factor
Prime	Prime subscribers[a]	2.7 m	7.3 m	39.3%	2.7x
	Cash Revenue Margin[a]	171	510	43.9%	3.0x
	Cash Marginal Profit[a]	53	244	66.4%	4.6x
Total[b]	Cash Revenue Margin[a]	424	718	19.2%	1.7x
	Cash Marginal Profit[a]	107	282	38.0%	2.6x
Cash EBITDA[a]		44	180	59.8%	4.1x
(Free) cash flow ex. Non-Prime Working capital[a]		(3)	100		
Net Leverage (Net debt / Cash EBITDA)[a]		8.6x	1.7x		

Source: Group data
(a) The measures presented in this table are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures."
(b) Total includes Prime and Non-Prime

Large and untapped potential and growth ambition

We have been able to continuously grow our subscription platform over the last several years, building it to 7.3 million subscribers worldwide, up from 5.8 million at the end of financial year 2024, 2.7 million at the end of financial year 2022, 0.9 million at the end of financial year 2021 and 0.6 million at the end of financial year 2020. Today, we are the #7 subscription platform in Europe by subscriber count, placing us ahead of familiar names like Hello Fresh and Via Play, and we believe we have the #1 travel subscription program globally. We have further ambitions to add one million incremental members in financial year 2026, and 10% growth in each of the two years thereafter, which we plan to achieve through further penetration in our existing Prime markets as well as launching Prime in additional geographic markets, several of which are currently being tested. We have ambitions to become one of the largest subscription platforms globally, and believe that our recent growth will continue to propel us.

Strong, experienced management team with proven track record

Our strong and committed management team has significant leadership experience with diverse industry expertise and demonstrated track record, which provides us with deep know-how and a strong basis to transform innovative ideas into technological products to be offered through our platform across markets and a superior visibility of market trends. Since his appointment in 2015, Dana Dunne, our CEO, has reshaped the entire organization, establishing a leaner management team, driven a new product strategy and implemented a number of operational measures that have driven growth and strengthened eDreams ODIGEO's business model and introduced Prime, which is an innovative subscription program in the travel industry. These initiatives have significantly improved our product mix focusing on lower-cost channels and customer retention, resulted in a more stable fixed revenue stream, increased focus on mobile, enhanced end-to-end customer experience, significantly improved our sales approach and established a focus on profitability and capital allocation thereby enhancing our competitive positioning and financial profile.

As a result of these strategic and operational initiatives, we believe we have improved our market share, profitability and cash flow generation. In particular, we delivered strong results in the years ended March 31, 2023, 2024 and 2025 reporting growth in Prime members, Revenue Margin and Adjusted EBITDA at or above guidance. We were able to deliver on all our key targets for year ended March 31, 2025 which we initially set out in our Capital

Markets Day in November, 2021.

Dana Dunne, the Chief Executive Officer, has vast experience in managing large, complex multinational companies and teams, has strong operational and analytical skills, and has broad industry experience gained through positions at McKinsey, as Chief Executive Officer of AOL Europe and as Chief Commercial Officer at EasyJet. David Elízaga, the Chief Financial Officer, brings complementary functional knowledge and significant capital markets experience with over €4.5 billion raised in several debt and equity market transactions including the initial public offering of Codere S.A. and our Group. The Chief Executive Officer and Chief Financial Officer are supported by a broad base of experienced senior managers and skilled personnel with expertise across multiple disciplines and geographies, particularly our information technology and systems, marketing, pricing, retail, finance and supplier relations professionals and country directors.

A resilient business model with highly cash-flow generative operations and prudent capital structure

We have a track record of strong free cash flow generation. We operate with strong profitability relative to most online travel companies and compared to other European-headquartered e-commerce companies, as measured by Adjusted EBITDA Margin, largely due to our scale, our technology infrastructure and successful customer acquisition strategies. Our strong profitability and cash flow generation has been supported by a flexible business model characterized by a high degree of variable costs (81% of total costs for the year ended March 31, 2025). It has been further strengthened by the successful implementation of our management team's recent strategic initiatives and the continued rollout of our Prime subscription program. Our business model proves to be resilient in periods with disrupted or low levels of trading activity, including during the COVID-19 pandemic and geopolitical conflicts, principally because a significant share of our total costs are variable costs which move in line with trading levels, we have a relatively small, fixed cost base. We experienced a Cash EBITDA margin of 25% and 18% in the years ended March 31, 2025 and 2024, respectively.

We have continued to generate strong cash flow with an increase of (Free) Cash Flow ex Non-Prime Working Capital from a cash outflow of €20.1 million in financial year 2023 to a cash inflow of €100.0 million in financial year 2025, above our target of €90.0 million. Continued strong cash flow generation can fund future growth and return to shareholders. We expect to increase (Free) Cash Flow ex Non-Prime Working Capital to more than €120.0 million in financial year 2026, with the growth driven by an increase in Cash EBITDA from €180.4 million to a range of €215 - 220 million alongside the addition of 1 million incremental subscribers to our Prime program. See "Business—Cautionary Statement Relating to the Outlook and Certain Financial Targets" and "Risk Factors—Our actual performance may differ materially from the targets included in this Offering Memorandum."

We are focused on maintaining a prudent capital structure and we strive to operate the business at an optimal leverage level. We have demonstrated successful deleveraging where our business has delivered a 1.7x leverage level (Net Debt / Cash EBITDA) in the year ended March 31, 2025, down from 4.2x Net Debt / Cash EBITDA ratio in the year ended March 31, 2023.

Prime offers a differentiated and attractive proposition

Since our November 2021 capital markets day, we have evolved the Prime platform to include a more fulsome suite of price and non-price benefits, including discounts on car rentals, exclusive vouchers, flight price freezing and advanced refunds from cancelled flights. Today, all of these features equate to €465 on average savings delivered to our Prime customers from Prime benefits annually, alongside our "VIP" customer support system, automated advanced check-in and more.

One of the most pivotal additions to our Prime platform has been freezes on flight prices for €1. Many airlines and OTAs have begun offering similar services, but pricing is much higher and often does not hold for as long as our three days. The feature has a 10% attach rate for Prime repeat transactions, and has resulted in a 7% increased Prime renewal rate for members who use price freeze vs. those who do not, showing the demand and usefulness for the tool.

Prime has evolved into a full suite of features for members unmatched by traditional travel loyalty programs, and helped drive our growth in both subscriber count and financial performance.

	Prime Subscription program	Traditional travel loyalty programs		
	eDreams Prime	OTA 1	OTA 2	OTA 3
Discounts on all flights	Yes	No	No	No
Discounts on bags & seats	Yes	No	No	No
Discounts on hotels	Yes	Yes	Yes	Yes
Discounts on car rentals	Yes	No	Yes	No
Free cancel for any reason	Yes	No	No	No
Share discounts with friends and family	Yes	No	No	No
"VIP" customer service	Yes	No	Yes	Yes
Advanced refund on flights and hotels in 48h	Yes	No	No	No

Source: Group data

We have developed a best-in-class technology and AI platform

We first established our AI platform in 2014, creating one of the first in-house AI teams in the travel industry. We adopted an AI-first strategy in 2015, beginning to develop our AI-driven personalization soon after as AI began to evolve into a more accessible tool. Today, we believe we are recognized as an AI Leader in Europe, attracting partnerships with other leaders such as Google Cloud.

We are able to leverage data from millions of users as a competitive advantage due to our large subscriber base and our scale in flights. Our AI model makes over 6 billion online predictions per day, and our technological backbone handles over 100 million daily searches. We have access to 48.5 petabytes of data per year for training our AI models and advanced analytics to provide a better, more tailored service to our customers.

Success in the development of our AI systems has been driven by three pillars: data, AI algorithms and deployment infrastructure. Thanks to our customer-centric business model, we have more data than most of our competitors, which is handled by our best-in-class data mesh. Our AI system use some of the most advanced algorithms, including deep learning, reinforcement learning and generative AI. Our deployment infrastructure enables us to leverage AI across our platform and powers billions of decisions and predictions every day.

Our Strategy

Building on our strengths discussed above, we have transformed our business model to a subscription business that is focused on travel along the following pillars to optimize near-term performance and to accelerate our growth trajectory in the medium-term while maintaining focus on profitability, cash flow and a prudent capital structure.

We seek to continue growth of our Prime subscription model

Since November 2021, we have transformed from 2.0 million active subscribers to 7.3 million end of March 31, 2025. We aim to add another 1 million Prime subscribers in financial year 2026, and another 10% in each of the two succeeding years thereafter. We believe we are well positioned to achieve this growth and to continue the development of the platform.

To date, we have achieved a household penetration level of 2.1% in our Prime markets globally, including 3.7% in our Prime markets in Europe. This is led by France with 6.3%; France has been on a positive trajectory since it was introduced as our first Prime market, and Spain is following a similar penetration trend. If we were to achieve 6.3% penetration across all of our existing markets, we could capture 19 million Prime members (subscription-based) in these markets. With 10% penetration, we could capture 30 million Prime members (subscription-based) in these markets. We believe there is credible support for these penetration levels given the rapid adoption of Prime in its core markets thus far, supported by other subscription platforms achieving significantly higher levels: Spotify and Netflix have European household penetration levels of 44% and 35%, respectively (estimates based on worldpopulationreview.com for Netflix and "business of apps" for Spotify).

Expansion into new markets for Prime

Prime currently operates in 10 markets globally, while as a transactional business eDreams is present in 44 markets worldwide. We have introduced testing for Prime in additional markets globally, covering six continents and significantly increasing our potential customer base.

Through launching Prime in multiple markets around the world, we believe we have developed a strong repeatable formula that is scalable across markets. The Prime virtuous circle starts by acquiring initial customers in a new geography by providing the best value proposition, and retaining these subscribers with our best-in-class customer experience and satisfaction. Recommendations by existing users can add subscribers and lower our marketing costs for acquiring new members, starting the cycle over at a lower cost and developing our market further.

Tiering subscriptions to develop yield optimization

Several top subscription platforms around the world have developed additional subscription offerings or tiers to their portfolios. These additional offerings can be tailored with more premium features to capitalize on potential customers willing to spend more, or a more basic version to capture additional share by customers with more restrictive wallets.

	Spotify	Netflix	Deliveroo	Costco
Original	Spotify Premium	Netflix	Plus	PriceCostco
New subscription offerings added over time	Premium Individual	Standard with ads	Plus Gold	Gold Star
	Premium Student	Standard	Plus Diamond	Executive
	Premium Family	Premium	Deliveroo Students	Business
	Premium Duo		For Business	Business Executive

Source: Group data

Adopting a segmentation and tiering approach brings businesses several advantages both in the short and long term. Market penetration, customer retention, customer satisfaction and brand perception can all be increased by this approach, further ingraining the platform in its respective space.

Over the past year, we have launched our "second" Prime proposition, Prime Plus. This tier includes all benefits of normal Prime, as well as the ability to share discounts with four friends and family members, and the ability to cancel two flight bookings made in the app after the free trial. We are able to charge a higher amount for this tier, and have been successful in its delivery. Customers subscribing for Prime Plus lead to better engagement with our

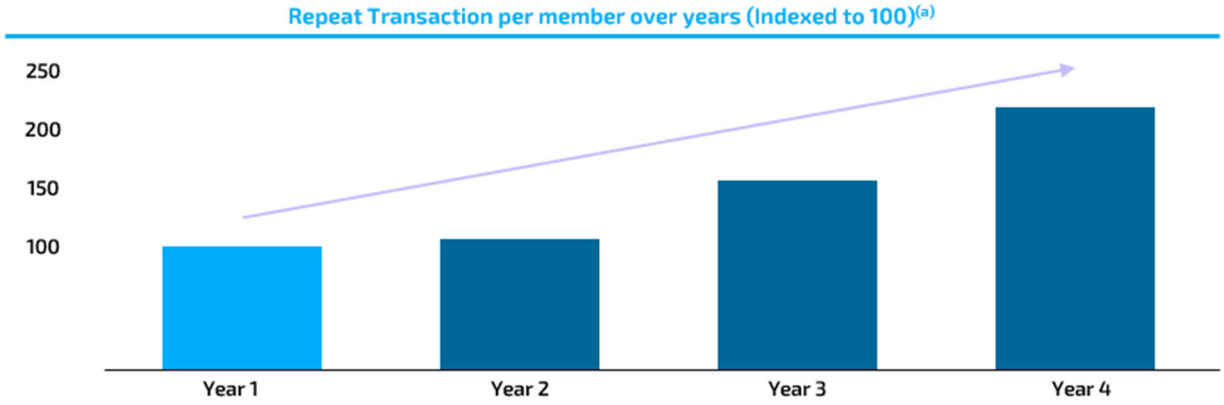
platform, including a significant increase in repeat transactions, and Prime Plus members are 10% more likely to have been recommended the upgraded product by a friend or family member, reinforcing our virtuous circle approach.

Expansion into adjacencies

There are significant opportunities to further appeal to customers via large travel products aside from flights, such as hotels. Phocuswright estimated the global hotel market at €531 billion in 2024, €293 billion of which originates from online platforms. OTA penetration in the online platform market for hotels is estimated at 62% in 2024.

In 2022, we offered a white label solution with hotel search results for Prime customers, but experienced significant shortcomings and lacked a state-of-the-art user experience. Now in 2025, we offer a significantly better hotel experience through our own proprietary platform that is undergoing continuous enhancements. The platform now offers attractive prices, 15+ campaigns per year with negotiated high-value discounts, groundbreaking AI driving sort, price and merchandising, "Best Price" guarantees, multiple room types per booking and more.

This updated platform has already resulted in notable key site metrics for Prime, including a 50% conversion improvement, 2.9x hotel Prime bookings share uplift, and 40% higher lifetime value ("LTV") for customers booking a flight and hotel versus only a flight, all in less than a year. The ratio of Prime 24-month LTV-to-customer acquisition costs over the last three years remained in the range of 2x-3x. Prime customers also have a higher Net Promoter Score on hotels, at 57 versus 50 for the main Prime platform, and annual retention rates increase 13% when customers also book hotels.



Source: Group data
(a) Average of repeat transactions per member for cohorts financial year 2020 to financial year 2025 spilt over the years in the program. Only for members eligible to keep interacting over the years.

Driven by the early success of hotel offerings, we are exploring other opportunities for adjacent expansion, including train, bus and in-destination activities, and new customer segments to acquire such as "Prime for Business" and a variety of partnership opportunities, including financial services institutions and other loyalty programs.

Increased profitability with longer-tenured members

We have discovered that tenure of subscribers is a key factor for not only revenue generation, with the average year four subscriber having double the transactions they did in year one, but also profit margins, driving us to minimize churn rates. The cash marginal profit margin for a year one member averages 18%, while year two and beyond members average 50%, thanks to reduced customer acquisition costs once the subscribers are full users of our platform. As markets mature, more tenured members make up a significantly larger portion of the total subscriber makeup, driving profitability higher in the more mature markets.

Leverage AI to improve customer experience and data monetization

In today's highly automated and personalized world, large data sets are key for a company to stay ahead of the

competition. We were an early adopter of artificial intelligence, beginning our platform in 2014, and have never slowed development, putting us in a strong technological position today. We have built a full platform that allows us to perform a number of actions no one else can in the travel space, and even across all of e-commerce. Our innovative AI capabilities and large data assets allow us to provide an enhanced and fully personalized customer experience, offer best-in-class product offering and user experience, and continuously improve company performance and productivity.

Our History

Following more than 10 years of strong growth and international expansion, three financing rounds and two leveraged buyouts since the founding of eDreams in 1999, the eDreams Group was combined with the Go Voyages Group and the Opodo Group through two strategic transactions in 2011 to constitute the Group in its current form (the "Combination"). At the time of the Combination, eDreams, Go Voyages and Opodo were the leading online travel companies in Europe based on gross bookings, according to Phocuswright and Company data.

Our growth has always been driven by technology-led innovation, as our platform, team know-how and brands are our principal assets. From the Combination to March 2013, we focused on combining the Go Voyages Group, the eDreams Group and the Opodo Group into one single company, which required the integration of numerous teams, processes and technologies through various jurisdictions, in particular the integration of the different flight booking engines into our One Platform, which draws on the best aspects of the respective IT platforms operated by the three groups. The integration of the separate operational platforms into our One Platform was successfully completed during the summer of 2013 and led to a well-integrated and efficient company.

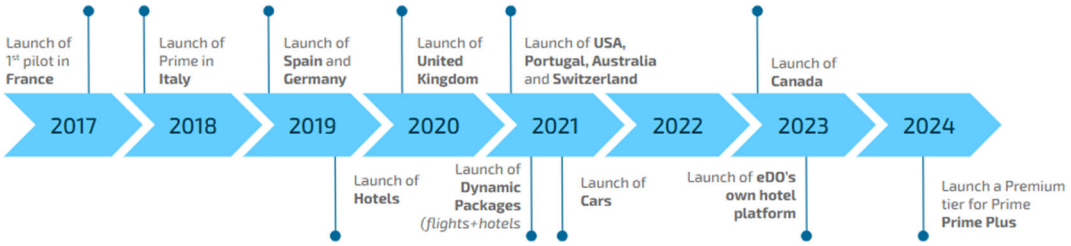
We acquired Liligo in October 2013. Liligo is a metasearch company with websites currently operating in eight countries, the technology of which we integrated into our existing business with a view to increasing our advertising and meta click-out revenue.

In April 2014, we completed our initial public offering. Our shares have been listed on the Spanish Stock Exchanges since then.

In January 2017, we acquired BudgetPlaces, which is an online accommodation platform.

In February 2020, we acquired from RoamAmore Inc. the hotel booking platform Waylo. This acquisition provided us with significant, innovative AI-driven technology and leading hotel domain expertise, which will allow us to further grow our hotel and Dynamic Packages offering with a significant amount of additional hotels worldwide.

For the past eight years, we have been developing our travel subscription program, Prime.



We have continued to invest in and innovate our Prime subscription program and have observed subscribers' growth by 25% year over year from approximately 5.8 million in the year ended March 31, 2024 to 7.3 million subscribers in the year ended March 31, 2025. In March 2025, we surpassed our target of 7.25 million Prime subscribers by the end of financial year 2025, despite global headwinds. We have included hotels in the Prime subscription program as well as Dynamic Packages and car rentals, such that a customer can choose any flight and any hotel at an attractive Prime price.

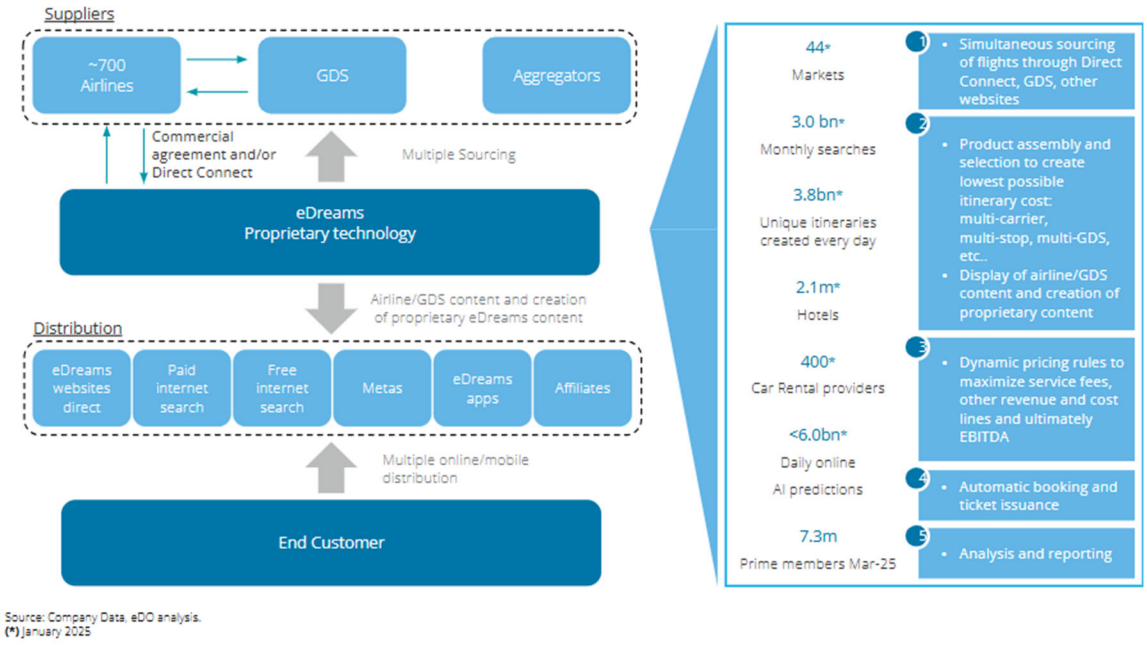
In the year ended March 31, 2025, we also created a strategic partnership with PayPal which allows us to expand the reach of Prime travel subscription perks across Europe. We have also incorporated AI into our cache and removed legacy complexities, resulting in faster search results.

Subscription-based Program and Revenue Sources

In our Top 6 and Rest of the World segment, we supply flight and non-flight mediation services directly to travelers principally through our online booking channels (desktop websites, mobile websites and mobile apps), as well as indirectly through white label distribution partners and other travel agencies, both on a standalone and package basis.

Besides mediation services, we also generate revenue through our subscription program, Prime. Prime has enabled the transition of our business from a flight-centric and transactional service to a largely subscription-based relationship with customers in which we can cover their travel needs more comprehensively. By increasing access to hotels, cars, trains and other travel-related ancillary services and products, this program significantly expands our TAM and increases our share of our customers' travel wallet and the number of repeat bookings. Prime therefore allows for more stable revenues and lower customer acquisition costs.

The following diagram illustrates the subscription-based program overview and how we add value for customers and suppliers:



Source: Company Data, eDO analysis.
(*) January 2025

We classify our revenues as "Gradual Revenues," "Transaction Date Revenues" and "Other Revenues." As of March 31, 2025, Gradual Revenues represent 64.8%, Transaction Date Revenues represent 31.2% and Other Revenues represent 4% of the Total Cash Revenue Margin. Gradual Revenues represents revenue which is recognized gradually over the period of the service and mostly relates to the collection of Prime subscription fees, fees for the service of "cancellation for any reason" and flexitickets as well as airline overcommissions. Transaction Date Revenues represents revenue which is recognized at the time of booking and mostly relates to service fees, ancillaries, insurance, incentives (other than airline overcommissions) and other fees. Other Revenues is a residual category and mainly relates to advertising and metasearch revenue, tax refunds and other fees not classified as Gradual Revenues or Transaction Date Revenues.

See also "Management's Discussion and Analysis—Overview."

The following table sets forth our Revenue Margin for our Top 6 and Rest of the World segments and our Cash Revenue Margin, Adjusted EBITDA, Cash EBITDA, net income and Adjusted net income for the years ended March 31, 2025, 2024 and 2023. Such data has been derived from our Consolidated Financial Statements and/or internal management accounts or information systems. See also "Summary Consolidated Financial Information and Other Data—Other Unaudited Financial and Operating Data."

	For the year ended March 31,		
	2023	2024[2]	2025
	(in € million unless otherwise stated)		
Prime members (in thousand)	4,337	5,826	7,263
Cash Revenue Margin[1]			
Prime	283.5	411.0	510.1
Non-Prime	337.5	265.2	207.8
Cash Revenue Margin[1]	621.0	676.1	717.9
Top 6	415.3	466.3	496.6
Rest of the World	154.3	176.3	174.6
Cash Revenue Margin[1]	621.0	676.1	717.9
Adjusted EBITDA[1]	33.0	87.8	133.7
Cash EBITDA[1]	84.4	121.4	180.4
Net income[*]	(43.3)	32.4	45.1
Adjusted net income[1]	(34.7)	22.9	51.2

(*) Net income refers to the profit / (loss) attributable to shareholders of the Group as reflected in the consolidated income statement.

(1) Cash Revenue Margin, Adjusted EBITDA, Cash EBITDA and Adjusted net income are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial Information and Other Data—Non-GAAP Measures and Other Key Operating and Performance Measures."

(2) Excluding in financial year 2024, €7.9 million of Prime Revenue as a result of a change in accounting estimate as described in the Note 3.3 "Basis of presentation—Use of estimates and judgements" to our 2024 Consolidated Financial Statements.

Our Products

We offer a wide range of flight as well as non-flight mediation services in each of our Top 6 and Rest of the World segments, creating over 3.8 billion unique itineraries every day in our platform.

Flight

We believe we are one of the largest online distributors of flights worldwide based on revenues. In Europe, based on Phocuswright and Company data, we are the number one OTA for flights in France, Spain and Germany, number two in Italy, and number three in the United Kingdom. Worldwide we are one of the largest OTAs for flights, based on data reported by publicly listed OTAs record data. We facilitate bookings by our customers of network carrier and low-cost carrier flight tickets that we source via GDS or directly through our Direct Connect technology from an airline's proprietary booking platform or public access websites. As of March 31, 2025, we provided customers with the option to book tickets for flights on approximately 700 airlines worldwide.

Through our websites and our mobile apps, customers can search for flights based on their desired parameters, review the pricing and availability of flights, evaluate and compare options and book and purchase flights. Desired parameters that customers can define include city of departure and destination, number of travelers, dates of travel, preferred time of travel, cabin class, preferred airlines and maximum number of stops. We also provide customers with the option to purchase travel insurance from certain insurance companies with whom we have arrangements in place. Customers have the option to subscribe to our Prime program, which allows them to benefit from a more convenient, personalized and cost-effective experience, by having access have access to 24/7 priority customer service and have access to exclusive Prime offers and additional benefits on other products and services. We generate revenues

from the supply of flight mediation services through service fees charged on such products to the customer or commissions and incentives received from suppliers as well as from Prime subscription fees charged to customers.

Network and low-cost carriers via GDS and Direct Connect technology

The main activity of our flight business is to facilitate bookings by our customers of network carrier and low-cost carrier flight tickets that we supply via traditional GDSs, NDC and low-cost aggregators. Aggregators provide content either through an airline's proprietary inventory platform that we can access under a formal agreement or by facilitating access of customers to book via an airline's public access website. We follow a multi-provider content strategy which enables us to source GDS, NDC and low-cost content from multiple sources including Amadeus, Travelport and Travelfusion, among others. The flights offered on our website are sourced from airlines at either private, discounted fares that are negotiated with an airline, or fares available to the public.

Non-flight

Our non-flight mediation services relate principally to the booking of hotel rooms, Dynamic Packages, car rentals and vacation packages and, to a lesser extent, train tickets. We also generate revenue from non-travel-related activities and we generate revenue from advertising and from our metasearch activity, as well as other ancillary sources of revenue.

Hotels

We have a series of nonexclusive agreements with leading hotel sourcing companies. These partnerships allow us to offer our customers hotel inventory offered by such hotel sourcing companies, directly through our own websites and using our own platform and capabilities. In addition, we contract directly with hotels and chains. The combination of these form our accommodation inventory for Dynamic Packages and for hotels and mean that we can offer customers access to millions of hotel rooms, boutique properties, self-catering apartments and privately owned properties worldwide, making eDreams a true "one stop shop" for our customers. As of March 31, 2025, we provided customers with the option to book accommodation at approximately 2.1 million hotels.

Customers can search, compare and make reservations at a wide selection of hotels worldwide. Customers may search for hotels based on their destination and/or preferred dates for check-in and check-out, and may easily filter our search results by selecting star ratings, specific hotel chains and locations. Customers can also indicate amenity preferences such as business services, Internet access, fitness centers, swimming pools and travel assistance.

We successfully integrated Waylo in the year ended March 31, 2021, which enables us to get access to improved hotel sourcing capabilities that leverage AI, in particular with respect to the prediction of future hotel rates. Price prediction model accuracy largely depends on three major factors: (i) rate history or how the rates for a hotel have fluctuated in the past, (ii) demand or how fast rooms are becoming unavailable at the hotel and (iii) peer pricing or how neighboring hotels are pricing their rooms. Based on these factors, we are able to determine the probability of a price drop and predict the lowest price. Currently, over 6 billion online AI hotel predictions are performed daily.

Dynamic Packages

We offer travelers the opportunity to select a particular real-time flight and hotel combination and book these in a single transaction, although payment can happen at different times. This may result in lower prices and greater convenience than if each product was booked separately at the time of booking because our hotel rooms are sourced from exclusive inventory that is made available to us at discounted prices and special fares may apply when a hotel room is combined with a flight. In addition, we may have access to special fares on a flight only when such flight is sold in combination with a hotel or another travel product.

In addition, we offer Dynamic Packages through our white label distribution partnership agreements.

In the year ended March 31, 2021, we also integrated Waylo in our Dynamic Packages product offering and we have further developed the Waylo prediction models to maximize their effectiveness.

Car Rentals

We offer our customers the ability to make car rental reservations through our websites. We have a white label agreement with a leading car rental sourcing company, which is our principal car rental sourcing partner. This partnership allows us to offer our customers car rental inventory offered by this car rental sourcing partner directly through our own websites and with our specific design and branding. We are currently offering this car rental inventory through our eDreams, Opodo, Go Voyages and Travellink brands. In return, we earn commissions based on gross booking value from our principal white label sourcing partner.

Advertising and Metasearch Revenues

We generate revenues from third parties in connection with the advertising of their products and services on our websites as well as revenues deriving from our metasearch activity. Such revenues may be earned based on sold impressions (which are the number of online advertisements generated on our websites), clicks to external sites, searches on our sites, bookings on external sites and fixed monthly or yearly rates for placement.

We directly operate in the metasearch space through Liligo, which we acquired in October 2013. We display the other eDreams ODIGEO brands in the results of a Liligo search without any bias or preference over third-party brands, which are currently our customers under the metasearch model.

We are also operating an advertising platform, "eDreams ODIGEO Media Services" (http://advertising.edreamsodigeo.com/), which enables advertisers to easily access detailed information about our advertising services and aims at helping advertisers maximize their investment.

Other non-flight mediation services and ancillary non-flight revenue sources

We currently offer rail travel products to our customers in several of our Top 6 markets. This rail content includes top carriers such as Renfe, Inyo and Italotreno.

We also generate revenue from certain ancillary sources, such as incentives we receive from payment service providers and toll calls to our call centers.

Insurance in connection with flight and non-flight mediation services

Ancillary to both our flight and non-flight mediation services, we provide our customers with the option to purchase travel insurance from certain insurance companies. We have a long-standing relationship with our broker AON (dating back to 2011) and we started a new insurer partnership with AXA Partners in April 2024. Together we provide insurance across 15 countries and support the ongoing development of our insurance offerings.

Subscription fees

We have successfully developed our subscription program, Prime. Each Prime subscriber enjoys lower prices with reduced search time and benefits from access to additional benefits, exclusive offers, 24/7 priority customer service, tailored offers for all legs of the travel journey and regular updates on key information such as boarding time, gates, luggage collection belt and hotel accessibility. Based on an NPS survey we performed, and which was verified and validated by KPMG, our Prime members promoted us principally for the customer experience (often mentioned as a reason to promote by 87% of promoters), attractive prices (61%), transparency of website and clear information (27%) and a wide variety of products (26%).

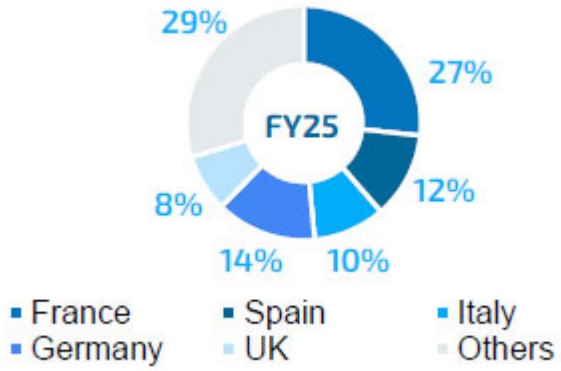
Prime membership is available in five out of our Top 6 markets: France, Germany, Spain, Italy and the United Kingdom. In addition, we rolled out Prime to more countries including Australia, Portugal, the United States, Switzerland and Canada.

The Prime program provides us with a more stable source of higher quality income as subscription fees are paid by the customer at the start of the subscription period. The Prime fees collected that are pending to be accrued over the subscription period are allocated for as Deferred Revenue. The Prime fees pending to be accrued are nonrefundable and will be booked as revenue based on usage. The latter refers to each instance the customer uses Prime to make a booking with a discount, or when the Prime subscription period expires.

Prime subscription fees are directly linked to the number of Prime members and average subscription fees depend on the market in question. Prime members increased by approximately 1.5 million, or 25%, from approximately 5.8 million Prime members (subscription-based) in the year ended March 31, 2024 to 7.3 million Prime members (subscription-based) as of the year ended March 31, 2025. This was driven by the continuous development of our subscription program, Prime.

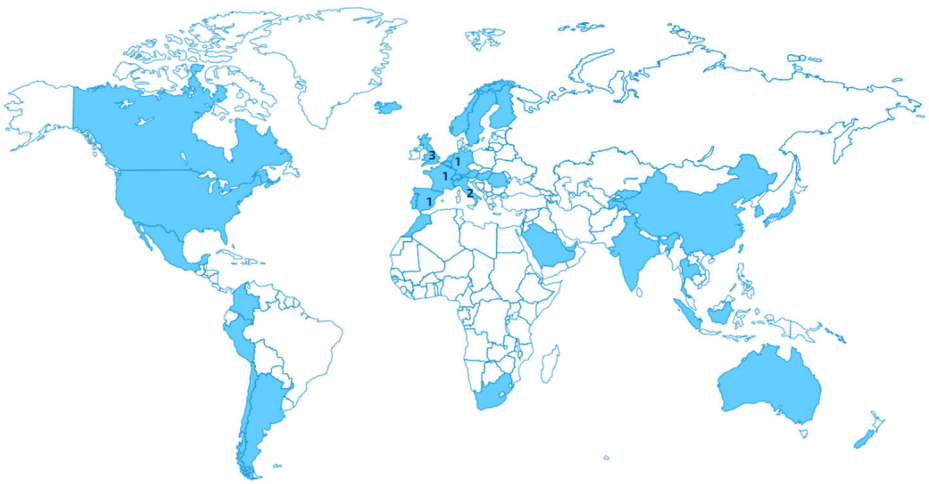
Our Geographical Markets

We are currently present in 44 countries. With 7.3 million Prime members (subscription-based) as of March 31, 2025, and 100 million daily user searches, we are one of the largest suppliers worldwide of flight mediation services, which is our principal business. Our principal operations in Europe are in France, Germany, Spain, the United Kingdom, Italy and the Nordics, as shown in the following diagram together with respective Revenue Margin for financial year 2025. Outside of Europe, we are present in a number of significant countries including, among others, the United States, Australia, Canada, Mexico and South Africa markets.



Source: Group data

The map below illustrates our global presence and, according to Phocuswright and Group data, our ranking in the countries where we hold a leading position based on flight gross bookings.



Booking Channels

Our customers can book our products through various channels. The vast majority of our bookings are processed online and can be completed either on a desktop or laptop computer through our websites, or on a mobile device such as a smartphone or tablet through our websites or our mobile apps.

Desktop and laptop computer bookings

We operate 247 branded websites, including eDreams.es, eDreams.it, Go Voyages.fr and Liligo.fr as well as mobile websites such as m.opodo.fr and m.liligo.fr. Our websites have been designed to provide a user-friendly experience to our customers and are reviewed and upgraded on a regular basis. We are experiencing a significant shift of business to our mobile booking channel, and mobile booking now represents significantly more than half of our bookings.

Using our websites and mobile apps, customers can easily and quickly review the pricing and availability of substantially all our services and products, evaluate and compare options and book and purchase such services and products online within minutes and in 21 different languages, including English, French, Spanish, Italian, German, Portuguese, Finnish and Swedish.

Typically, a transaction on our websites involves the following steps:

Search. A customer conducts a search for a particular product, or combination of products, by defining desired parameters. For example, for flights, in addition to the city of departure and destination, number of travelers and dates of travel, our customers can also input additional parameters such as preferred time of travel, cabin class, preferred airlines and direct flights. Our websites' search capabilities employ scalable search and routing logic that we believe return comprehensive results without sacrificing search response times. Our web-based booking engines, which have been designed to link directly to our suppliers' systems or through GDSs, allow us to deliver real-time information.

Select. At this stage, our websites display to the customer various possible selections that are available in a user-friendly format listed in pricing order and that also prompt the customer with available special offers or provide additional information about the product. Our websites enable customers to sort or refine search results by further defining certain parameters such as price range, time range, preferred airlines, preferred hotel chains, star rating and hotel amenities.

Review. After a customer has selected a particular option, our websites provide the customer with an opportunity to review the details of the product being purchased and the terms and conditions of such purchase. At this stage, our websites connect to the GDS or the websites of our travel suppliers to confirm the availability and pricing of the product selected. Customers booking flight products or hotels will also be shown options to purchase travel insurance and other related ancillary services.

Payment. We offer our customers a variety of payment methods, including debit cards, credit cards and support ApplePay, Google Pay and PayPal, in 38 currencies. We strive to maintain high security standards in the payments industry.

Mobile Bookings

As a result of the widespread adoption of mobile devices, including smartphones and tablets, we have experienced significant growth in the mobile booking channel which only strengthened during the COVID-19 pandemic, with customers making bookings on such devices through our websites (whether our general websites or mobile-specific websites) and our mobile apps. Mobile devices are the primary channel customers use to search for travel information and make travel bookings, and we expect this to remain the case. We believe customers increasingly plan and book their journeys when they happen to have free time slots, irrespective of their immediate whereabouts, and mobile devices afford customers the convenience to make travel arrangements while on the go. We are actively engaged in the design, rollout and improvement of applications for mobile devices. To be competitive in the mobile business, we are required to develop specific software and applications under a variety of new platforms and operating systems, which are generally expected by our customers to offer the same features and to be as easily and intuitively operated

as desktop interfaces. This poses significant challenges and has required and will continue to require us to make significant financial and operational investments to achieve these goals.

In 2010, we launched our first applications for iPhone devices. Since then, we have continuously developed new applications (for both the Android and iPhone/iPad) and launched updated and optimized versions of our existing applications. In 2015, we launched an Apple watch app to fuel our mobile-commerce growth, which is available for eDreams, Opodo and Go Voyages in all eDreams ODIGEO markets in 21 languages.

In 2019, we implemented a new feature across all four of our mobile apps (eDreams, Opodo, GO Voyages and Travellink), enabling travelers to automatically check-in for their flights without having to wait for check-in times to open. In just one click and at no cost, as soon as the check-in opens, app users can request their boarding passes to be sent to them prior to traveling. The feature also helps travelers avoid airport queues at check-in counters, allowing them to go straight to luggage drop-off or security controls, thus simplifying and improving the travel experience. Other added-value services offered for free on our apps include real-time flight status notifications and an augmented reality-powered hand luggage size checker.

To date we have a number of attractive exclusive features in our mobile apps, such as a digital travel wallet, which allows users to store and manage travel documents like flight tickets, hotel bookings and car rental confirmations, a travel planner feature, real-time flight updates, as well as customer support powered by AI.

We have experienced significant increases in the bookings made via mobile devices (including via our applications and mobile websites). Our applications have been downloaded approximately 70 million times as of March 31, 2025. We seek to continuously develop new mobile applications and to launch updated and optimized versions of our existing applications. We estimate that approximately 64% of our bookings on average were made through mobile devices in the year ended March 31, 2025, compared with approximately 60% on average in the year ended March 31, 2024. We do not believe the proportion of non-delivered transactions is materially different between mobile and non-mobile customers.

Customer Care

We put our customers at the center of everything we do. Our goal is to resolve any issues swiftly and effectively. One way of accomplishing this is by offering multiple channels for customers to raise complaints or request assistance. A dedicated section of our help center is available on our website for lodging formal complaints, ensuring accessibility and transparency.

While the vast majority of our bookings are completed automatically without human intervention, our global network of outsourced contact centers supports both sales and post-sales service. Currently, we operate across 12 contact centers in 10 countries, serving customers in 44 markets. Our main hubs are located in Cairo, Egypt, Delhi, India, Casablanca, Morocco, Seville, Spain and Porto, Portugal. These centers operate seven days a week and across multiple time zones, ensuring customers can reach us whenever they need assistance.

Our customer service representatives provide real-time, multilingual support across the principal European languages, including English, Spanish, French, German, Italian and Portuguese, and offer guidance on questions about Prime membership, bookings, changes and additional services.

All centers are equipped with robust performance monitoring systems. We use advanced software to conduct real-time quality checks, review recorded interactions and track key metrics such as wait times and call abandonment rates. This infrastructure helps ensure high service standards across our partner network. Additionally, our Prime members benefit from 24/7 priority support.

To meet rising expectations and manage unprecedented volumes of inquiries, we have built a platform that has automated most customer service processes. This has led to measurable improvements. Currently, around 80% of customer contacts are resolved through digital channels, with high satisfaction rates and reduced handling times. We are continuously improving this platform with the use of AI.

Marketing and Distribution Channels

We are focused on marketing and brand awareness because they are critical in maximizing customer acquisition and retention among online travel companies, like us. Together with product sourcing, customization and pricing, marketing and brand awareness are crucial in driving customers to us from our various distribution partners.

Marketing is crucial for the continuous rollout of our Prime subscription program. One of the key financial distinctions between a subscription and a transactional model lies in customer acquisition costs. In a subscription program, these costs significantly impact profitability in the early stages, as they are incurred upfront but can be offset over time through recurring revenue. For example, in the year ended March 31, 2025 the Cash Marginal Profit margin for a new subscriber in their first year was approximately 18%, largely due to the initial acquisition expense. However, in subsequent years, as the cost of acquisition is not repeated, this margin on average increases to over 50%. This contrasts with the transactional model, where each sale typically carries a consistent margin. As a result, businesses transitioning to subscription-based programs often face an initial temporary decline in profitability, especially while building a base of subscribers.

We benefit from a unique portfolio of brands with strong awareness. Our main brands are eDreams, Opodo, Go Voyages, Travellink and Liligo.

We have historically committed significant resources to supporting brand awareness. As a result, we believe that our brands rank consistently among the most searched and highest rated online flight travel brands in Europe and worldwide (based on search engine recognition metrics). We believe that continued investment in our brands is critical to retaining and expanding our traveler, supplier and advertiser bases and that our long-term success and profitability depend on our continued ability to maintain and increase the overall number of traveler transactions in a cost-effective manner.

Our marketing programs are intended to build and maintain the value and awareness of our various brands, drive traffic and conversion, and optimize ongoing traveler acquisition costs.

Our marketing programs and brands seek to drive customers to one of the following distribution channels:

Direct Free Traffic and Cost Efficient Channels of Acquisition

Our powerful brand recognition attracts a high volume of "direct free traffic" to our website, which we generate when customers type the company name or URL directly into Internet browsers. A significant part of our traffic comes from cost-efficient channels of acquisitions (including our iOS and Android apps and customers being redirected through emails they have received).

Direct free traffic and cost-efficient channel traffic deliver stronger margins for us as the customer acquisition costs are lower (for example, we do not need to pay fees to any search engine or metasearch provider in respect of such visitors). A significant portion of our Prime members repeat through our cost-efficient and direct channels.

Search Engines

We use, to a significant extent, Internet search engines, principally through the purchase of travel-related keywords (in particular on Google), to generate traffic to our websites. The purchase of travel-related keywords consists of anticipating what words and terms consumers will use to search for travel on Internet search engines and then bidding on those words and terms in the applicable search engine's auction system. We bid against other advertisers for preferred placement on the applicable Internet search engine's results page. Search engine marketing is one of the major cost items for online travel companies, including us, because Google and other search engines typically charge on a cost-per-click basis. However, because the cost is variable, we can monitor the return on investment on a daily basis. We have aimed to reduce our dependency on paid search, and since the end of 2022 through March 2025. Part of our marketing expenses also relates to search engine optimization, which refers to the process of improving the visibility of a website in search engines through modifications of design or content on the actual website pages.

Given the growing prevalence of search engines in consumers' e-commerce behavior, we believe that we are well positioned to continue to build our customer base and brand awareness through the search engine distribution channel. We have made and will continue to make investments in both search engine marketing as well as search engine optimization initiatives to further improve our brand awareness.

Metasearch

Metasearch companies, such as Kayak/Momondo, Skyscanner, Cheapflights, Jetcost, TripAdvisor and Qunar, are search engines and comparison websites that aggregate travel search results across supplier and online travel agency websites to display offerings to customers from external sources and redirect clients to their chosen option. Bookings are typically not made on the metasearch websites, as metasearch companies are focused exclusively on the search stage and not the booking process. Online travel companies, including us, and supplier direct websites pay metasearch commissions on a cost-per-click or cost-per-action basis.

We work with approximately 30 third-party metasearch companies to distribute our products to customers and we pay such companies commissions based on a cost-per-click or cost-per-action basis. We are not dependent on any third-party metasearch company for the distribution of our products as the revenue generated by our products through any one metasearch company is small.

In addition to the distribution of our products by third-party metasearch companies, we also directly operate in the metasearch space through Liligo, which specializes in travel, complements our online travel company capabilities and broadens our revenue base.

Direct Marketing and Affiliates

We use direct and personalized traveler communications on our websites, as well as direct email communication and in-app notifications with our travelers. Our marketing programs and initiatives include promotional offers such as coupons, as well as seasonal or periodic offers from our travel suppliers based on our supplier relationships. We currently target customers with personalized emails including specific offers that correspond to their particular interests based on order history and other profile information.

We also make use of affiliate marketing and receive bookings from customers who have clicked through to our respective websites via links posted on affiliate partners' websites.

XML Partners

We have agreements in place with partners to which we provide XML feeds and web service links so that such partners can display the products that we distribute on their websites. In contrast to a white label distribution partner, XML partners do enter into an agreement with the end customer and collect the purchase price from the customer, which they pass on to us for the purpose of paying the supplier.

Supplier Relationships

We seek to build and maintain diversified and long-term strategic relationships with travel suppliers, GDS providers and other travel product intermediaries. We have a long-term supply contract with Amadeus and Travelport. We have also signed NDC contracts with some airlines that are applying surcharges on GDS content. In addition, we have entered into a large number of agreements with travel suppliers and supplier intermediaries that are short-term contracts and provide our counterparties with a right to terminate on short notice or without notice. Despite the increasing proportion of flight bookings sourced and fulfilled outside of the GDS (such as Direct Connects), we access the majority of our flight offerings through these contractual relationships. In addition to these contracts, we enter into one-year incentive contracts for flight products with airlines based on different criteria such as volume targets, growth versus prior year and segment share achievements. These incentive contracts cover the aggregate sales volumes of all of our legal entities. We also enter into other short-term contracts with airlines, where we benefit regularly from special negotiated rates. We currently have specially negotiated contracts with up to 100 airlines, and our supply of flight mediation services is not dependent on any particular carrier or route. For our non-flight mediation services, we have contractual relationships with content aggregators and platforms, such as hotel bed banks and tour products distribution platforms and have entered into nonexclusive white label agreements with leading non-flight sourcing

partners on which we are reliant for hotel room and car rental bookings. Our relationship teams are focused on relationship management, supplier-sponsored promotions and contract negotiation covering our retail, corporate and packaging businesses. An important component of the success of our business depends on our ability to maintain, expand and further diversify our relationships with such suppliers and partners.

GDS and Other Products Aggregators

Global Distribution Systems, or GDSs, also referred to as computer reservation services, provide a centralized, comprehensive repository of travel products, which includes availability and pricing of seats on various airlines, as well as information relating to hotel accommodations and car rental and companies. GDS providers act as intermediaries between travel suppliers and travel agencies, allowing customers through companies like us to book flights, rooms and other available travel products. Travel agencies can enter into exclusive or nonexclusive contracts with GDS operators, who in turn pay incentives to the online travel companies on a per booking basis using a variety of payment methods. GDS contracts are typically long-term and are structured using volume bands with incentives/penalties paid if targets are exceeded / not met. We have a strategic partnership with two GDS firms, Amadeus and Travelport.

We entered into a 10-year nonexclusive GDS contract with Amadeus, which became effective on June 30, 2011 and secures a wide range of flight and non-flight product inventory in Europe. This contract has provided us with reliable access to travel products as Amadeus has signed full content agreements with the majority of the key airlines in terms of passenger numbers, meaning that most supply available on an airline's own website is available to us through Amadeus' GDS database. In 2019, the contract was extended for an additional term until 2025, and in 2025 the contract was further extended for an additional term until 2029.

We entered into a five-year contract with Travelport in December 2019, effective as of June 30, 2020, similar to the Amadeus contract in terms of services and conditions. In 2020, the contract was extended for an additional term until 2026, and in 2024, we signed a new agreement with Travelport providing for an additional three-year term and significantly expanding our strategic technology partnership.

In addition, we entered into a three-year nonexclusive distribution contract with Travelfusion, which became effective on January 1, 2017 and secures a wide range of low-cost flights and non-flight products including worldwide railway inventory. This contract has provided us with reliable access to additional travel products as Travelfusion has signed B2B distribution agreements with the majority of the key low-cost airlines, meaning that most supply available on an airline's own website is available to us through Travelfusion. In 2022, the contract was extended for an additional term until 2027.

New Distribution Capacity (NDC)

NDC is a flight distribution data transmission standard launched by IATA that aims to replace the existing GDS technology. From a technological side, it allows airlines to have full control over the distribution chain, enables dynamic pricing and provides unlimited pricing points, content personalization and improved offering of flight-related ancillaries. NDC is also being used to change the economics of the current distribution chain, as one of the outcomes expected by the airlines is a reduced distribution cost (i.e., the distribution fee per segment paid to GDS by regular carriers which covers both the GDS technology and OTA incentive); this reduction will allow airlines to better compete with the low-cost carrier segment.

To accelerate adoption, several airlines introduced surcharges to GDS content and in some cases are offering transition options for GDS content. After more than five years, NDC is live for several airlines and aggregators, allowing us to reduce costs from paying surcharges and showing an increased willingness from the airlines to develop collaborations with OTAs.

Direct Connect

We have developed internally sophisticated supply technology that allows us to offer a wider range of network and low-cost carrier flight product inventory and, where pursuant to certain Direct Connect formal agreements with an airline, at more attractive prices than what is available through GDSs, allowing us to charge higher service fees. Our supply technology includes "Direct Connect" technology, which allows us to distribute flights by connecting

customers directly to either an airline's proprietary inventory platform that we can access under a formal agreement or facilitating access of customers to book via an airline's public access website, in each case, without the intermediation of a GDS. Such technology incorporates computerized analytic processes and reduces costs associated with such intermediation. This is accomplished by sharing XML and web service links of the supplier application programming interfaces, or via accessing directly a supplier's public website.

Certain travel suppliers, including certain low-cost airlines, are striving for exclusivity of their online supply and have taken steps to prevent online travel companies, including us, from accessing their public website and facilitating bookings of their products on our website.

White Label Sourcing Partners

For sales of cars products on a standalone basis, we distribute the products of our white label sourcing partner. White label sourcing partnerships allow us to target and service end customers directly through our websites, thereby offering third-party products by distributing the partner's product under our websites. In return, the white label sourcing partner pays us a commission for distributing its product.

Credit Card Partners

We partner with two main payment services providers to process our card payment transactions from our customers, which operate under the applicable industry security standards and in compliance with applicable local and regional rules and regulations. These payment processing services come with a cost to us, which is partially offset by the incentives we receive from agreements we have with credit card companies as issuers of virtual cards which we use to pay our flight and hotel providers. We have contracts with several issuers and use multiple virtual credit card products from such issuers to increase the rate of successful ticket issuance after a customer purchase.

Information Technology

General

We have proprietary and sophisticated technologies which we believe have high levels of reliability, security and scalability, and which have been designed to handle high transaction volumes across all our respective websites. We also believe that these technologies will allow us to sustain high growth and to expand rapidly to address new business opportunities.

Increasingly Centralized Technology Platform

We operate a centralized technology platform with highly efficient processes, focused around the integration of traffic acquisition, inventory sourcing, product customization, dynamic pricing, inventory management, booking, accounting/reporting, collection and payment. This advanced technology platform allows us to efficiently offer a wide variety of proprietary services and products. Our technology allows us to dynamically price offers and combine competitively priced services and fares across travel providers. This allows us to create unique fare combinations and lower overall all-in prices to customers, which is important to attract more customers. Our technology enables customers to access and book our flight and non-flight mediation services offerings through a variety of means, including through our websites and mobile applications with effective and easy-to-use interfaces. In addition, these platforms allow us to complete a high percentage of transactions with a low level of human intervention and a high level of automation, thereby reducing the average cost per transaction.

In recent years, we completed the development of our One Platform, which is our common booking and inventory platform for all our brands and geographies. This centralized platform allows us to quickly leverage product developments across all markets in which we are active, effectively reducing development timings and improving time to market. It is also data and AI powered and we are increasingly leveraging machine learning technologies to improve the customer experience and performance.

In terms of travel content, our unique breadth of integrations combined with our strong provider relations helps us aggregate, combine, search and book a wide array of travel choices. The platform is also capable of sourcing non-flight content to show alternative modes of transportation.

In terms of future development, we continue to focus on the optimization and enhancement of our One Platform and other technology. We have a large in-house development capability that is allowing us to dynamically and gradually build, test, release and measure new features. Largely built upon automation, this allows us to push hundreds of changes a week and to get to real-data-led insights across our integrated platform faster.

Security

We are committed to protecting the security of our customers' information. Our information security team is responsible for implementing and maintaining controls to prevent unauthorized users from accessing our respective systems or to protect us from denial of services and other cyberattacks. These controls include the implementation of information security policies and procedures, security monitoring software, encryption policies, access policies, password policies, physical access limitations and detection and monitoring of fraud from internal staff. We also operate fraud detection systems which use transaction patterns and other data sources seeking to prevent fraudulent transactions in real time. Our platform is regularly being audited and certified as PCI/DSS compliant.

Our intellectual property rights include trademarks and domain names associated with the names eDreams, Opodo, Go Voyages, Travellink and Liligo and our subscription program, Prime, as well as other rights arising from agreements relating to our website content and technology. We regard our intellectual property as a factor contributing to our success. We rely on trademark law, copyright law, trade secret protection, noncompetition and confidentiality agreements with our employees and some of our partners to protect our intellectual property rights.

We require our employees to enter into agreements to keep confidential all information relating to our customers, methods, business and trade secrets during and after their employment with us. Our employees are required to acknowledge and recognize that all inventions, trade secrets, works of authorship, developments and other processes made by them during their employment are our property.

We have registered our different material domain names and have full legal rights over these domain names for the period for which such domain names are registered.

Employees

In the year ended March 31, 2025, we had an average of 1,703 employees compared to 1,685 employees as of March 31, 2024.

Our employees are one of our most important assets and one of the main drivers of development and growth.

We are committed to remunerating employees in line with labor market best practices and local legislation. Equal pay is an area that we monitor closely, working to ensure that our salary ranges are designed to avoid discrimination based on gender.

Our "Learning Development" offer is one of the key motivating factors frequently highlighted by our employees, which contributes not only to attracting talent, but to retaining and strengthening it.

We are convinced that our inclusive and collaborative corporate culture is what is needed to earn the credibility and trust of our team members.

Facilities

Our facilities consist mainly of our innovation and technology hubs across Europe, including Barcelona, Madrid, Porto, Milan, Mallorca, Alicante and Budapest, as well as leased offices in London, Paris and Hamburg.

Litigation and Disputes

From time to time, our entities may be subject to legal proceedings, claims and disputes that are incidental to the ordinary course of business. Several of our entities are currently party to various legal proceedings, including consumer complaints, contract disputes, claims by regulators, disputes regarding alleged infringement of antitrust rules, consumer protection or other regulations or of third-party intellectual property rights.

This section identifies litigation matters which may potentially affect our business, our financial position or the results of our operations or which, in the event of an adverse outcome, could materially harm our reputation, business, financial condition and results of operations. For the potential consequences of an adverse outcome in relation to these proceedings and claims, see "Risk Factors—Risks Related to Our Business—We are, and may be in the future, involved in various legal proceedings, the outcomes of which could adversely affect our business, financial condition and results of operations."

Consumer Protection Regulatory Proceedings

In Spain

The *Subdirección General de Inspección de Consumo y Control del Mercado* of the *Comunidad de Madrid* conducted an inspection of our website in May of 2024 and claimed that in a previous configuration of eDreams' website in Spain (i) the price of the services and the terms and conditions of the Prime subscription were confusing for the customers, (ii) that the customers were pressured by website prompts into buying travel services, (iii) that Prime customers were afforded preferential treatment compared to Non-Prime customers and (iv) that our customer service contact details were not easily accessible. We cooperated with the authority and submitted our responses, however the authority imposed a penalty of €70,000. We have appealed the decision and await the final resolution.

In Spain, we are facing a number of investigations before regional consumer protection authorities alleging breaches of consumer protection laws. For example, in one investigation, the regional authority of *Junta de Castilla y León* is alleging that certain aspects of the advertising for our Prime subscription is misleading and issued a fine in this respect of €120,000. We are appealing the decision.

The *Junta de Andalucia* also launched an investigation in relation to a specific claim used a Prime promotional campaign in Spain in 2023 and issued a proposal of sanction in an amount of €15,000. While the aspect of the campaign that is the subject of this investigation is not used anymore, we are challenging the allegations of the Authority and are waiting for a final decision that we expect to be rendered in the summer of 2025.

The consumer services of *Generalitat de Catalunya* inspected eDreams' website in Spain and considered that some of the advertising specific to Barcelona/Madrid flights was misleading, as the price indicated in the advertisement was not always available to the customer when they searched for that specific flight. The authority imposed a penalty of €55,000 and we have appealed the decision that we expect to be rendered in H2 2025. In the meantime we have modified the structure of the advertisements that are the subject of this decision.

In July 2023, the *Comunidad de Madrid* initiated a proceeding against Vacaciones eDreams because it considered that some clauses of an earlier version of our terms and conditions of our eDreams website in Spain were not permissible (in particular in respect of cancellation and withdrawal rights and manifest errors in respect of prices). A penalty of €60,000 was imposed and paid by us. Our terms and conditions have since been modified in respect of the issues raised by the authority, except in relation to the withdrawal rights in respect of which we have appealed the authority's decision. Both parties have submitted their responses and a trial date is awaited.

In Portugal

The *Autoridade de Segurança Alimentar e Económica* ("ASAE") issued a notification to Viagens eDreams whereby it claimed that Viagens eDreams operates without proper registration in *the Registo Nacional das Agências de Viagens e Turismo* ("RNAVT"). The inspection allegedly revealed that the website *edreams.pt* was offering travel and tourism services to customers in Portugal without the relevant Portuguese license. ASAE claimed that these facts constitute a violation of the legal requirements set forth in the Decree Law 17/2018, of March 8, and in the Decree Law 9/2021, of January 29, further (i) stipulating the applicable fine in a range from a minimum of €3,000 to a maximum of €11,500 and (ii) stating that ancillary penalties could apply. No specific recommended ancillary penalty is identified in ASAE's notification. These penalties are outlined in the relevant legal provisions and depending on the severity of the infraction and the culpability of the agent may theoretically include measures such as the prohibition of exercise of the relevant activity. We responded to the authority's claims, noting that the website *edreams.pt* was not managed by Viagens eDreams but by Vacaciones eDreams which had the appropriate license issued by the Spanish authority (*Comunidad de Madrid*) and, additionally, that Vacaciones eDreams had applied before ASAE for a specific license in Portugal, with no answer then. Recently we have received from ASAE in response to the license application

a communication stating that a Portuguese license would indeed not be required for a travel agency with a license in Spain. We have added this communication to the allegations sent to the same ASAE in the frame of the sanction proceeding, and await the resolution of the sanction proceeding.

In France

The DDPP 75 (*Direction Départementale de la Protection des Populations de Paris*) initiated an investigation in November 2022 in respect of Go Voyages as part of a broader inquiry into online service providers in anticipation of the Paris 2024 Olympic Games. In June 2023 the DDPP 75 extended its review to all the websites operated by Vacaciones eDreams in France and opened an investigation for alleged "misleading commercial practices" between January 2022 and February 2023, specifically regarding the handling of customers refunds in a post-Covid context and specific aspects of the Prime subscription program. Vacaciones eDreams strongly contests the allegations made by the DDPP 75 and discussions with this authority, including in respect of a potential settlement, remain ongoing. Any decision by the DDPP 75 that will not be based on an agreed settlement with Vacaciones eDreams might be subject to further judicial proceedings before French courts. A provision of €750,000 was taken in respect of this matter in our financial statements for the year ended March 31, 2025.

The CLCV (*Consommation Logement Cadre de Vie*) initiated proceedings against eDreams in respect of the www.opodo.fr website, alleging noncompliance with Decree No. 2017-1434 of September 26, 2017, which relates to the mandatory information requirements applicable to the operators of digital platforms and comparison websites. Last pleadings were exchanged in March 2024, and a decision was made on October 22, 2024 where the court dismissed all of the CLCV's claims. We are awaiting confirmation that the CLCV will not appeal before closing the case.

In Germany

Ryanair has initiated a number of claims before various courts in Hamburg and Berlin for alleged infractions of customer protection laws. It has alleged, *inter alia*, that eDreams Prime and Opodo Prime advertising statements are inaccurate and that certain Prime terms and conditions are invalid. It also objects to the methodology for eDreams displaying fees for seats and bags reservations. Many of these proceedings relate to legacy displays which have since been changed, or are either contested or subject to appeal.

On June 4, 2024, the German Supreme Court ruled that the Prime display configuration that was the subject of the proceedings did not result in a legally valid contract with the customer. Consequently, a number of customers initiated court proceedings for a refund of their Prime fee. The court ruling relates to a previous display configuration, and does not apply to the validity of contracts following the display change.

On November 4, 2024, the Federal Association of Consumer Organizations ("FACO") filed a claim before the Kammergericht Berlin alleging that the website button for the cancellation of an Opodo Prime membership on opodo.de is not in accordance with applicable rules. We contest these allegations and are defending our position arguing that the cancellation button is easily accessible on the bottom of our website due to the contrasting color tone, that our cancellation form contains all information required by law and that our cancellation process complies with all other requirements of § 312k (2) BGB. The legal proceedings are ongoing.

In Austria

The *Verein für Konsumenteninformation* ("Association for Consumer Information") *Handelsgericht Wien* ("VKI") initiated proceedings against eDreams arguing that some clauses in a legacy version of our general terms and conditions on the Austrian website were not compliant with the existing laws. We have since updated the T&Cs removing or substantially amending many of the clauses at issue, and we defended the case for the remaining clauses and the appeal is pending.

In Italy

In November 2024, the Italian Antitrust Authority ("AGCM") notified Vacaciones eDreams, eDreams S.R.L. and eDreams International Network of an investigation concerning Prime. The main contested practices is that the Prime subscription would be unduly influenced by ambiguities related to the characteristics and benefits of Prime

membership and (ii) that consumers allegedly encounter difficulties in canceling the Prime service before the end of the trial period and/or during the subscription term. On December 28, 2024, we submitted our defenses and proposed commitments to address the AGCM's concerns. On February 27, 2025, the AGCM rejected the commitments. While we disagree with the AGCM's assessment, we consider it likely that the AGCM will impose a fine and we have taken a provision in the amount of €1.75 million in respect of this matter in our financial statements for the year ended March 31, 2025. We expect the Italian Authority to conclude the process by June 2025, subject to extensions.

Pending Tax Disputes With Tax Authorities

Our entities have the following pending disputes with tax authorities, some of which are still in the phase of an administrative claim, whereas for other disputes we appealed before the court.

Spain

The Spanish tax group has undergone two consecutive VAT audits (calendar years 2015-2017 and 2018-2021). The Spanish tax authorities issued their final assessment notices in June 2021 and May 2024, respectively, based on which they have assessed a Spanish company for VAT. The Spanish tax authorities have rejected the method applied by a Spanish company to determine the recoverable part of the input VAT on part of our operating expenses. This has resulted in a total VAT assessment amounting to €13.3 million for the audited periods of which €0.5 million is for the period 2015-2017 and €12.8 million for the period 2018-2021. We believe that we have appropriate arguments against this VAT assessment and filed an appeal regarding the 2015-2017 VAT assessment to the Spanish Tribunal *Económico-Administrativo Central* ("TEAC"). In May 2024, TEAC dismissed the appeal, which we then further appealed to the Spanish Audiencia Nacional. Also in May 2024, we filed an appeal regarding the 2018-2021 VAT assessment to TEAC. Both appeals are still pending. The Group considers this risk only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in the consolidated statement of financial position as of March 31, 2025 or as of March 31, 2024.

Under Spanish law, the VAT assessed must be prepaid or a bank guarantee in favor of the tax authorities must be provided prior to the appeal. We provided a bank guarantee for the total VAT assessed for the period 2018-2021 issued on July 4, 2024.

The Spanish tax authorities have initiated a third tax audit regarding income tax (financial years 2020/21-2022/23) and VAT (calendar years 2022-2024). The fact-finding part of this tax audit is still pending, and therefore no challenges have been made yet by the Spanish tax authorities related to these periods. However, it is expected that the tax authorities will assess the company for VAT due in 2022-2024 based on the same arguments as relates to the period 2015-2021.

Portugal

Following a tax audit in Portugal regarding income tax and VAT (financial years 2015/16-2017/18), the Portuguese company has been assessed by the Portuguese tax authorities for an amount of €5.2 million (€5.1 million income tax and €0.1 million VAT) against which we filed an administrative claim with the Portuguese tax authorities. In July 2021, the Portuguese tax authorities rejected this administrative claim based on pure formal grounds. We have, therefore, appealed the decision of the Portuguese tax authorities with the first-tier Portuguese court claiming that the tax authorities violated notification rules and other relevant procedural rules. We started a parallel procedure under the EU Arbitration Convention, involving Portugal and Spain, to reach a solution for the avoidance of double taxation which resulted from the Portuguese income tax assessments. This appeal, as well as the Arbitration Convention procedure, is still pending. We believe that we have appropriate arguments against the Portuguese tax authorities' decision and, therefore, consider that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in the condensed consolidated interim statement of financial position as of March 31, 2025 or as of March 31, 2024.

Italy

Our Italian entity has been assessed by the Italian tax authorities for withholding tax amounting to €12.7 million (including penalties) on dividends paid to us in 2013, 2015 and 2017. Following the rejection of our appeal by the

first- and second-tier Italian courts related to the years 2013 and 2015, the Italian entity appealed the lower courts' decisions related to the 2013 and 2015 assessments to the Italian Supreme Court. The Italian entity appealed the 2017 assessment to the first-tier Italian court and made an advance payment of €0.7 million to the tax authorities (representing one-third of the tax assessed plus one-third of the accrued interest). The first-tier court rejected the appeal. The Italian entity plans to appeal this decision to the second-tier court in due course and made an advance payment of €2.0 million (one-third of the tax assessed plus interest and two-thirds of the penalty imposed). All such appeals are still pending.

Our Italian entity believes it correctly applied the Italian withholding tax exemption to all such dividends. Therefore, this risk is considered only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialize), and for this reason we have not recognized a liability in the consolidated statement of financial position as of March 31, 2025, except for an amount of €0.4 million which is considered an appropriate compromise for which our Italian entity would be willing to settle this dispute with the Italian tax authorities, with no change as compared to March 31, 2024.

In October 2023, the Italian tax authorities started an income tax and VAT audit related to the period 2018/19. The tax authorities completed their fact-finding process in July 2024 and took the position that the Italian entity transferred something of value to our Spanish entity and/or was entitled to an indemnity in respect of the discontinuation of its online travel agency activity in 2018.

This resulted in the assessment of the Italian entity for an additional taxable profit amounting to €39.5 million, resulting in €11.0 million incremental income tax. Our position is that the Italian entity did not transfer anything of value to any person at any time and was not entitled to any indemnity from any person. The Italian entity will submit an application for the procedure under the EU Arbitration Convention to avoid double taxation resulting from the final Italian assessment. The Italian entity will also appeal the tax assessment to the first-tier Italian court. Given the difference between the Spanish and Italian income tax rates, we consider it probable that an outflow of resources will materialize following the implementation of a solution for the avoidance of double taxation under the EU Arbitration Convention. Therefore, we have recognized a liability in the consolidated statement of financial position as of March 31, 2025 for an amount of €1.0 million and did not recognize a liability as of March 31, 2024.

Luxembourg

Following two consecutive VAT audits, the Luxembourg tax authorities assessed our Luxembourg entity for VAT related to the calendar years 2016-2018 and 2019-2021. As the tax authorities only partly accepted the Luxembourg entity's administrative claim against the 2016-2018 VAT assessment, the Luxembourg entity appealed the tax authorities' decision relating to this period to the Luxembourg first-tier court, which is still pending. The Luxembourg entity submitted an administrative claim against the 2019-2021 VAT assessment with the Luxembourg tax authorities, which is also still pending.

The appeal and the administrative claim each concern two separate VAT disputes. The first claim amounts to €3.2 million (2016-2018) and €2.7 million (2019-2021) and relates to the rejection of the recovery of input VAT on certain expenses which the Luxembourg entity recharged to other persons. The tax authorities claim that the Luxembourg entity did not provide sufficient proof that it actually recharged these expenses and, therefore, rejected the recovery of part of the Luxembourg entity's input VAT on these expenses. We believe that the Luxembourg entity provided sufficient evidence supporting the recovery of its input VAT. We believe that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialize) and for this reason have not recognized a liability as of March 31, 2025, with no change as compared to March 31, 2024.

The second claim amounts to €0.5 million (2016-2018) and €0.5 million (2019-2021) and relates to the interpretation of the Luxembourg VAT *pro rata* rules. We estimate that there is a probable risk of outflow of resources amounting to €0.9 million for which a provision has been recognized in the consolidated statement of financial position as of March 31, 2025, with no change as compared to March 31, 2024.

Other Matters

Due to different interpretations of tax legislation, adverse positions may be taken by tax authorities in connection with a future tax audit. However, we consider that any such positions would not materially affect our condensed consolidated interim financial position.

Please see "Risk Factors—We are subject to complex tax laws."

REGULATION

We operate in a highly regulated industry. Our operations are subject to various laws and regulations, including those regarding IATA accreditation and consumer protection aspects such as price display, sales of packages, e-commerce and data protection. As we seek to continue to expand our operations into new geographies, we will encounter legal, regulatory or tax requirements with which we are currently not familiar. Likewise, such regulations can be amended or interpreted in a manner that is unfavorable to us and our business. Compliance with such requirements, which could conflict between jurisdictions, would result in a greater regulatory compliance burden for our businesses, and as a result could increase our costs of compliance, or could otherwise be detrimental to our business.

To our knowledge, in addition to the discussion below and the risks included in the section "Risk Factors" of this Offering Memorandum, there are currently no significant factors, including unusual or infrequent events or new developments, relating to governmental, economic, fiscal, monetary or political policies or other factors that might materially affect, or materially affects, directly or indirectly, our operations. See, in particular, "Risk Factors—Risks Related to the Travel Industry— Our businesses are highly regulated, and a failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties may adversely affect our business, financial condition and results of operations," "Risk Factors—Risks Related to Our Business—Our net results of operations could be negatively impacted by new legislation and different interpretations by tax authorities" and "Risk Factors—Risks Related to Our Business—Our processing, storage, use and disclosure of personal data may give rise to liabilities as a result of governmental and/or industry regulation, conflicting law requirements and differing views of personal privacy rights, and we are exposed to risks associated with online commerce security."

IATA Regulation

IATA is the global trade organization of the air transport industry representing 354 airlines, approximately 80% of total air traffic as of March 31, 2025, IATA regulations are applicable to our flight booking business and apply at two levels:

- in order to act as intermediaries and sell tickets for and on behalf of the IATA airline members, we need to receive IATA accreditation; and

- our flight booking operations are required to comply with the IATA Passenger Sales Agency Rules and the terms of the Passenger Sales Agency Agreement, which each of our IATA-accredited entities has entered into with IATA.

IATA accreditation is obtained upon completion of an application process and the examination by IATA of the relevant applicant in order to determine whether it has the necessary qualifications (mainly, qualified staff) and financial standing to become and maintain status as an "accredited" intermediary, among others.

Continued reporting obligations aim to assess the creditworthiness of the agent, its ability to regularly pay the air sales completed on credit and the communication of annual audited financial statements. In the event of a change of control, and for the purpose of assessing the solvency of the new owners, prior notification is required of the changes affecting the IATA-accredited intermediary (including changes affecting the legal status, name or location of the intermediary). Some changes, including the acquisition of an IATA-accredited intermediary by a person who is not an IATA-accredited intermediary or certain changes in the legal nature of the IATA-accredited intermediary, may require the entering into of a new Passenger Sales Agency Agreement. IATA-accredited intermediaries may also be subject to reviews initiated by IATA administrators, namely if the IATA administrator in charge considers it likely that the IATA-accredited intermediary no longer fulfills the requirements to qualify for accreditation or fails to meet certain financial requirements.

In addition, when operating under the agency model, IATA may require us to post guarantees in order to minimize credit risk on behalf of airlines. Parameters adopted by IATA to assess intermediaries' creditworthiness may vary from one jurisdiction to another and based on its annual review of the audited financial statements of our operating companies, IATA may modify the guarantee requirements applicable to us, which they require of us in certain jurisdictions. The requirements regarding the agent's creditworthiness, the eligibility requirements for being granted

unlimited credit from IATA without posting any financial guarantee and the frequency of settlement (remittance) are collectively known as the "Financial Criteria." The applicable Financial Criteria vary from country to country and are negotiated among representatives of the airlines and of the travel agents in the respective national Agency Programme Joint Council (the "APJC"), which meets on a yearly basis.

The Multi Country Accreditation pilot model expired at the end of 2020. Since 2021, we adopted the IATA's GO Global Accreditation model involving assessment and accreditation on a Group consolidated level and evaluation by IATA's Global Financial Advisor, PricewaterhouseCoopers, against a single global set of requirements and criteria. Under the GoGlobal model, all our locations worldwide are covered under a single Passenger Sales Agency Agreement.

IATA also regulates the frequency on which settlement (remittance) is due by accredited intermediaries. IATA regulations currently provide that frequency of payment may vary from one jurisdiction to another, but that payment shall occur at least once a month. To amend the frequency of remittance in a given country, airlines and travel agents in the respective national APJC are required to negotiate and agree on a new frequency and to submit such agreement to the Passenger Agency Conference for approval. For example, in Spain as of January 1, 2025 the Remittance Frequency changed from three to four times per month.

If further changes to BSP payment terms were to be implemented by IATA or other product suppliers in the future, such changes could reduce the amount of time we hold customer funds before settlement with our suppliers, which would increase our working capital requirements and adversely affect our cash position.

European Union Regulations

Our operations are principally in Europe, where we have to comply with a number of European Union regulations and national implementing legislation that is applicable to our business. Compliance with such regulations, as implemented in the relevant jurisdictions, is critical to our business. Certain of these regulations that we believe most directly apply to our business are set forth below. Other regulations, which may be similar to the ones described below, or may differ, apply to our operations outside the European Union.

Package Travel Directive

Our package travel sales operations are specifically governed by the Directive (EU) 2015/2302 of the European Parliament and of the Council of November 25, 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (the "1990 EU Package Travel Directive").

The Package Travel Directive created a level playing field among the different Member States, as it limits national particularities. The rules extend consumer protection of the 1990 EU Package Travel Directive to cover not only traditional package holidays, but also give more protection to consumers who book other forms of combined travel, such as Dynamic Packages. The directive covers situations where services are advertised as a package or where they are offered at a total or inclusive price. The new Package Travel Directive broadens the concept of "package" and applied to two types of travel combinations: (i) pre-arranged packages, which are ready-made holidays from a tour operator comprising at least two elements: transport, accommodation or other services such as car rental; (ii) customized packages, which can comprise a number of components selected by the traveler and bought from a single business online or offline.

For the purposes of the Package Travel Directive, "package" means a combination of at least two different types of travel services for the purpose of the same trip or holiday. Additionally, the "package" definition requires those services to be either (i) combined by one trader, including at the request of or in accordance with the selection of the traveler, before a single contract on all services is concluded or (ii) irrespective of whether separate contracts are concluded with individual travel service providers, those services are (a) purchased from a single point of sale and those services have been selected before the traveler agrees to pay, (b) offered, sold or charged at an inclusive or total price, (c) advertised or sold under the term 'package' or under a similar term, (d) combined after the conclusion of a contract by which a trader entitles the traveler to choose among a selection of different types of travel services, or (e) purchased from separate traders through linked online booking processes where the traveler's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader

or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service. The purpose of this Package Travel Directive is to fully harmonize the legal framework applicable to contracts between travelers and traders relating to package travel which wasn't the case with the former directive.

Insofar as we act as organizers, our activities are impacted by the Package Travel Directive and implementing national legislations, primarily with respect to (i) minimum standards concerning the information to be provided to consumers, (ii) formal requirements for package travel contracts, including mandatory rules concerning cancellation, modification and the civil liability of package tour organizers or retailers, and (iii) providing effective protection to consumers in the event of the package tour organizer's insolvency, namely repayment of the price and repatriation of consumers. The organizer is fully liable for the services rendered.

As of the date of this Offering Memorandum, EU stakeholders are still negotiating the European Commission's proposal on reforming package travel. The proposal is the result of two years of stakeholder consultations and a reassessment of the current rules. The main proposed changes focus on securing travelers' rights and improving insolvency protection. Other key proposed changes include extending the directive's scope to lay down rules on contracts between package organizers and service providers.

E-Commerce Directive

The online nature of our business requires us to comply with European Union regulations and implement national legislation governing electronic commerce, primarily relating to (i) pre-contractual information to be provided to consumers on our activities, (ii) the regulation of commercial communications we send to consumers, (iii) formal rules for entering into electronic contracts such as post-contractual confirmation duties, (iv) the use of cookies on websites and (v) the liability of intermediary service providers. Specifically, our business is subject to the Directive 2000/31/EC of the European Parliament and of the Council of June 8, 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce') (the "E-Commerce Directive"), which establishes rules on transparency and information requirements for online service providers, commercial communications, electronic contracts and limitations of liability of intermediary service providers.

Consumer Rights Directive

To the extent that it addresses consumers of any EU Member State, our business is subject to European Union regulations and implementing national legislation relating to consumer rights. In particular, our business is subject to the Directive 2011/83/EU of the European Parliament and of the Council of October 25, 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (the "Consumer Rights Directive") as amended Directive (EU) 2019/2161 of the European Parliament and of the Council of November 27, 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernization of Union consumer protection rules, notably to its provisions relating to so-called distance and off-premises contracts. The Consumer Rights Directive has an impact on the amount of credit card fees that can be levied. In some countries, such as France, additional credit card fees are not allowed at all. In other countries, such as Germany or the UK, we may only charge the actual costs that are agreed by the trader and the bank for the use of the respective credit card. We revised the amount of credit card fees that we charge, to be in accordance with the Consumer Rights Directive. However, due to the implementation of Regulation (EU) 2015/751 of the European Parliament and of the Council of April 29, 2015 on interchange fees for card-based payment transactions, it is stipulated that payment service providers shall not offer or request a per transaction interchange fee of more than 0.3% of the value of the transaction for any credit card transaction. As a result, our actual costs cannot be higher. Apart from that, some countries require the availability to the consumer of a customary and reasonable payment method free of charge. Similar restrictions on credit card fees are incorporated in the EU Directive 2015/2366 of the European Parliament and of the Council of November 25, 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC) the PSD2. On June 28, 2023, the European Commission proposed two sets of measures: 1) revision of the PSD2, that will become PSD3 and establish, in addition, a Payment Services Regulation; and 2) legislative proposal for a framework for Financial Data Access. The measures will combat and mitigate payment fraud and improve consumers rights. As of the date of this Offering Memorandum, these proposals are in front of the European Parliament.

EC Regulations Governing Airline Industry Services

Our business is affected by various EC regulations governing services in the airline industry. These regulations include:

EC Regulation No. 261/2004

Regulation (EC) No 261/2004 of the European Parliament and of the Council of February 11, 2004, repealing Regulation (EEC) No 295/91, establishes common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights (more than three hours may qualify). While this regulation is primarily addressed to airline carriers, as intermediaries or agents we are required to comply with the obligations set forth in the regulation on the airline carrier's behalf. Failing to do so could result in the airline carrier having a compensation claim against us. In February 2020, the Council of the European Union published a proposal for a revised regulation that could lead to the expansion of the rights of passengers, but the remainder of the legislative process has been interrupted by the outbreak of COVID-19. In March 2020, the European Parliament called on the Commission to resume negotiations with the Council to update the Regulation. In November 2023, the European Commission adopted a series of proposals designed to improve the experience of passengers and travelers by strengthening their rights. The new rules will build on lessons learned from the COVID-19 crisis and the bankruptcy of Thomas Cook in 2019. The proposal would also clarify the role of intermediaries, especially when it comes to the right to reimbursement of passengers in case of flight disruptions. As of the date of this Offering Memorandum, the proposal is being discussed by the Commission, the Council and the European Parliament. In the meantime, the Polish Presidency has relaunched the discussion on the Commission's proposal on air passenger rights rules that have been stalled in the Council since 2013. This runs parallel to the general revision of the passenger mobility package of November 2023. The 2013 proposal concerns mainly airlines and aims to narrow liability exemptions for airlines but also intends to revise the amount of compensation to be paid to passengers by airlines. As of the date of this Offering Memorandum, the proposal is being discussed in the Council's Aviation Working Party led by the Polish Presidency.

EC Regulation No. 1008/2008

Regulation (EC) No 1008/2008 of the European Parliament and of the Council of September 24, 2008 on common rules for the operation of air services in the community governs certain price display information. While primarily addressed to airline carriers, this regulation also requires us to comply with the rules set forth therein. For European and certain non-European airline carriers, it codifies the pricing freedom principle and sets forth certain information obligations vis-à-vis customers. As of the date of this Offering Memorandum, the European Commission is planning to revise the regulation and has published a public consultation in order to gather feedback from stakeholders.

United Kingdom Regulations

The exit of the United Kingdom from the European Union, has led to divergence from existing EU law. This has created overlapping EU and UK regulatory requirements.

Digital Markets, Competition and Consumers Act 2024 (the "DMCCA Act")

The DMCC Act introduced widespread changes to competition law and consumer law enforcement in the UK, as well as a new regime regulating designated big tech companies. The part regulating big tech companies does not apply to us as we do not qualify as "Firms with strategic market status (SMS)."

The second part of the DMCC Act is related to consumer protection. The new consumer enforcement regime came into force on April 6, 2025. The key substantive change is that the rules in relation to unfair commercial practices (in the Consumer Protection from Unfair Trading Regulations ("CPRs")) have been restated in primary legislation, with the CPRs being revoked. The majority of the provisions and protections are unchanged but there are some amendments, including:

- Specific new protections against the omission of material information from an invitation to purchase. Relevant categories of information include: (i) the main characteristics of the product; (ii) the price; (iii) the identity and contact details of the trader; (iv) any freight, delivery or postal charges; and (v) the existence of rights of withdrawal or cancellation.

- Amendments to certain banned practices the CPRs prohibit falsely stating that a product will only be available, or only available on particular terms, for a "very limited time." Under the DMCC Act, the scope of this prohibition has been extended to cover false statements about a product being available for a "limited time."

- The DMCC Act also gives the Government the power to add (by secondary legislation) additional practices to the list of "banned commercial practices."

- Competition and Market Authority received direct enforcement powers (including the power to impose potentially significant fines of up to 10% of the global turnover on companies and up to £300,000 on individuals) and the ability to impose directions on businesses and award compensation to consumers.

Additional consumer protections in relation to subscription contracts are expected to commence in Spring 2026. The subscription contract provisions in the DMCC Act apply to contracts for goods, services or digital content which renew automatically for a fixed or indefinite period, and under which consumers automatically incur liability for the continuing supply until they terminate the contract. The new regime imposes a number of requirements on businesses:

- The provision of pre-contract information: (i) notification that the contract will continue (indefinitely or for a fixed term) until the consumer takes steps to terminate; (ii) any minimum period before the consumer can terminate the contract; (iii) whether future payments may be at a higher rate than the original price (and when these will be payable); (iv) the minimum total amount the consumer will be liable for; and (v) the steps that the consumer must take to terminate the contract.

- Cooling-off periods of 14 days in relation to the initial subscription and subsequent renewals. We are required to provide a cooling-off notice for each renewal cooling-off period.

- Reminder notices every six months with minimum content of any reminder notice. Notices must be provided with enough time to allow the consumer to decide whether to end the subscription contract before incurring further costs.

- Cancellations. We are required to ensure that customers can cancel subscription contracts in a "straightforward" way and without needing to take "any steps that are not reasonably necessary."

The 2018 Package Travel and Linked Travel Arrangements Regulations

The 2018 Package Travel and Linked Travel Arrangements Regulations transposed the EU Directive 2015/2302 of the European Parliament and of the Council of November 25, 2015 on package travel and linked travel arrangements. As a result of the UK's withdrawal from the European Union, this law is currently under review. As of the date of this Offering Memorandum, the government is consulting interested stakeholders on the revision.

Privacy, Data Protection & AI Regulations

Privacy and data protection

We are subject to increasing regulation and its respective standards when interpreted by the Data Protection Supervisory Authorities and the Courts relating to privacy and data protection. The applicable data protection regulations generally limit the use of data that we collect, including the purposes for which the data may be used and the circumstances in which we may communicate with them or disclose their personal data to third parties. In addition, we are generally required to adopt certain measures in accordance with applicable laws to protect customer data while it is in our possession.

Within the European Economic Area (EEA), the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC; also known as the General Data Protection Regulation), published in April 2016 and entered into force in 2018, regulates in a comprehensive and general way the use of personal data and the free movement of such data across a wide range of sectors. The GDPR includes: (i) higher fines, based on global turnover, for firms failing to comply with the new regulation,

(ii) requirements to appoint a data protection officer if the institution processes sensitive personal data or a significant amount of personal data, in general, (iii) direct obligations on data processors in defined circumstances and (iv) data protection "by design" (data protection safeguards to be built into firms' products and services from the earliest stages of development). Despite one of the objectives of GDPR being to increase harmonization and consistency, which to a certain degree has been the case, several factors are increasing the legal uncertainty and a very complex set of compliance criteria in certain essential topics (e.g., international data transfers, privacy rights, etc.), such as the divergence of interpretation between the different Data Protection Authorities, the broad interpretation of GDPR by competent Data Protection Supervisory Authorities and Courts, the overlapping of data protection related requirements also in consumer laws, or the fact that under the GDPR individual Member States may maintain or introduce further conditions, including limitations, relating to certain issues, such as the processing of genetic or health data.

Furthermore, also within the EEA, the ePrivacy Directive (Directive 2002/58/EC of the European Parliament and of the Council of July 12, 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, also referred to as the "Directive on privacy and electronic communications") is an EU directive that governs data protection and privacy in the electronic communications sector. It focuses on issues like cookie consent, direct marketing, and data minimization in electronic communications. After approximately a decade of trying to update it and improve harmonization and consistency in this area through the ePrivacy Regulation proposal, it has subsequently been withdrawn. Therefore, for the moment, the ePrivacy Directive will continue to be in force.

The European Commission is proposing a simplification of the GDPR, without compromising privacy, to ease compliance for businesses. However, at this stage, it seems that they are focusing on small and medium-sized enterprises (SMEs). This initiative, part of a broader "Digital Package," aims to reduce administrative burdens and enhance European digital competitiveness. The simplification focuses on streamlining record-keeping obligations and other aspects of GDPR compliance.

In the United Kingdom, data protection is governed by the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations. These are similar to the EEA regulations referred to above, with currently no particular divergence to mention. The competent authorities and courts tend to have a less broad interpretation of the applicable laws and are reputed to have a more business-friendly approach in comparison with the EEA. Also, the legislator is working on considering the simplification of the regulation in those areas that they consider could improve the application of the law and reduce excessive resource investment by the organizations subjected to such law.

In the United States of America, the data protection landscape is a patchwork of federal and state laws, with no single comprehensive national law. While there are several sector-specific federal laws like those concerning health insurance or children (HIPAA and COPPA, respectively) which do not apply to us, many states have enacted their own comprehensive data privacy laws, such as the CCPA in California. This scenario, with no comprehensive general federal law on data protection and the proliferation of different data protection state laws that diverge in many aspects between them, increases the complexity of the compliance framework.

AI

AI regulations are rapidly evolving globally, with countries adopting different approaches to govern the development and deployment of AI. Some countries have comprehensive AI acts, while others focus on specific use cases or sectors.

The EU AI Act (applicable to the EEA) has the most comprehensive AI legislation to date, with the AI Act coming into force in August 2024 and fully applicable in 2026, with some exceptions. The AI Act establishes a risk-based classification system for AI systems, imposing obligations based on their potential risks.

Many US states are focusing on targeted laws addressing specific AI applications, such as AI-driven hiring algorithms and consumer protection.

Insurance Mediation Directive

The current EU Directive (EU) 2016/97 of the European Parliament and of the Council of January 20, 2016 on insurance distribution regulates the selling practices of all insurance products, but travel insurance is exempted. This directive was transposed to Spanish law by virtue of Royal Decree 3/2020, of February 4, on urgent measures, under which several EU directives are incorporated into Spanish law with regards to public contracting in certain sectors, private insurance, plans and pension funds, taxation and tax litigation.

Unfair Commercial Practices Directive

Directive 2005/29/EC of the European Parliament and of the Council of May 11, 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (the "Unfair Commercial Practices Directive"), as amended by Directive (EU) 2019/2161 of the European Parliament and of the Council of November 27, 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernization of Union consumer protection rules, which applies to all business-to-consumer transactions. This Directive aims at facilitating cross-border trade by creating a single set of rules in the field of unfair commercial practices. Firstly, the European Commission seeks to ensure full conformity of national laws with the Unfair Commercial Practices Directive by closely monitoring the correct transposition and application of this Directive in all EU member states. Secondly, it seeks to enhance enforcement and administrative cooperation between EU member state. The European Commission focuses on five key sectors in this respect, including travel and transport, digital and on-line markets, environmental claims, financial services and immovable properties.

National-Level Regulation

The laws of certain jurisdictions set forth additional license or other requirements for the operation of our travel agency business. These requirements vary from one jurisdiction to another and compliance costs associated therewith can be significant. For instance, French law requires our travel agencies to be listed in a specific registry and Italian law provides for local permit requirements. Furthermore, we are subject to French regulations requiring all travel products and services retailers to take out a specific insurance policy covering any damages in connection with the carrying out of our activities. We are also subject to the U.K. Civil Aviation (Air Travel Organizers' Licensing ("ATOL")) Regulations (the "ATOL Regulations"), administered by the U.K. Civil Aviation Authority that have introduced a protection scheme for holiday packages. According to the ATOL Regulations, most United Kingdom tour operators selling air travel are required to hold an ATOL license. Pursuant to an amendment to the ATOL Regulations made in 2012, the scope of the ATOL Regulations has been extended to "flight-plus" arrangements. This only applies to our sales by Opodo.

MANAGEMENT

Board of Directors

General

The eDreams ODIGEO Board of Directors (*Consejo de Administración*) is responsible for the management, administration and representation of eDreams ODIGEO in all matters concerning the business of eDreams ODIGEO subject to the provisions of the Bylaws, as amended from time to time, regulations of the Board of Directors and the powers granted by shareholders' resolutions.

Board Size and Composition

The Bylaws provide for a Board of Directors consisting of a minimum of 5 and a maximum of 15 directors (*Consejeros*; each, a "Director" and together the "Directors"). In our annual general shareholders' meeting held on September 27, 2024, it was established that our Board of Directors is to consist of eight members. The Board of Directors comprises eight (8) Directors as of March 31, 2025.

Term, Appointment and Removal of Directors

The Directors are elected by the shareholders to serve for a term of three financial years and may be re-elected to serve for an unlimited number of terms of equal length, except for Independent Directors (as defined below), who may only serve in such capacity for a maximum aggregate period of 12 years. If a Director does not serve out their term, the Board of Directors may fill the vacancy by appointing a replacement Director to serve until the next general shareholders' meeting. A Director may resign or be removed from office by the shareholders at a general shareholders' meeting. A Director may be removed from office *ad nutum*, with or without cause, by the shareholders at a general shareholders' meeting by vote of a majority of the votes cast, irrespective of the number of Shares represented at the meeting.

Board Meetings

The Board of Directors meets at the appropriate frequency for it to efficiently carry out its duties and at least once every three months, with one of such meetings being held within six months of the end of our financial year. The Bylaws provide that the majority of the members of the Board of Directors (represented in person or by proxy by another member of the Board of Directors) constitutes a quorum. A quorum will also exist for a valid Board of Directors meeting, without any need for a notice, if all members of our Board of Directors, present or represented by proxy, unanimously agree to hold a meeting and to the agenda items to be discussed. Moreover, if no director voices a disagreement thereto, the Board of Directors may vote on matters in writing, without holding a meeting. Except as otherwise provided by law or specified in the Bylaws, resolutions of the Board of Directors are adopted by a simple majority of the Directors present or represented at a Board meeting.

Delegation of Powers of the Board of Directors

In accordance with Spanish law, the Board of Directors may decide to appoint a Chief Executive Officer (CEO) (*Consejero Delegado*) among its members, and the CEO can bind us within the scope of its powers. The board resolution appointing a CEO must set forth the powers and functions that are delegated to the CEO or indicate that all powers and functions of the board are delegated to the CEO, except for those that cannot be delegated by law or by our Bylaws. The powers delegated to a CEO are still retained by, and can be exercised by, the Board of Directors.

The CEO may be appointed for a fixed or indefinite period of time. In addition, the Board of Directors may revoke, either totally or partially, the powers delegated to the CEO through a board resolution. Moreover, if the CEO ceases to be a member of the Board of Directors, all powers as director are automatically revoked.

Directors

The eDreams ODIGEO Board of Directors comprised eight (8) Directors as of March 31, 2025. The following table sets forth the name, date of first appointment, age (as of March 31, 2025) title, date of expiration of appointment and affiliation of each current member of the Board of Directors:

Name	Date of ratification of first appointment	Age	Title	Date of expiration of current appointment	Affiliation
Thomas Vollmoeller.....	January 1, 2020	65	Chair	September 27, 2027	Independent
Carmen Allo	September 22, 2020	62	Director	September 27, 2027	Independent
Amanda Wills.....	July 20, 2016	63	Director	September 27, 2027	Independent
Laurence Berman.....	September 27, 2024	60	Director	September 27, 2027	Independent
Dana Philip Dunne	July 22, 2015	62	Director	September 27, 2027	Executive
David Elízaga	July 20, 2016	52	Director	September 27, 2027	Executive
Benoit Vauchy	March 18, 2014	49	Director	September 27, 2027	Permira Funds
Pedro López.....	July 28, 2017	47	Director	September 27, 2027	Permira Funds

Four Directors, Thomas Vollmoeller, Carmen Allo, Amanda Wills and Laurence Berman, qualify as independent directors pursuant to Spanish Companies Act (the "Independent Directors"). The Independent Directors are experienced professionals who are neither employees nor shareholders of eDreams ODIGEO. According to the recommendations of the Spanish Unified Good Governance Code for listed companies, in its version approved as of June 25, 2020 (*Código de buen gobierno de las sociedades cotizadas* or the "Good Governance Code"), the ample majority of the Directors needs to qualify as proprietary and independent directors and the number of independent directors should be at least half of all members of our Board of Directors (exceptionally, in companies with low market capitalization and in those in which an individual shareholder, or various acting in concert, control more than 30% of the share capital, the number of independent directors should be at least one third).

Each of the Directors can be contacted at our registered office, Calle Lopez de Hoyos, 35, 28002 Madrid, Spain.

Biographical Information

Biographical information for each of the current members of the Board of Directors is presented below:

Thomas Vollmoeller

Mr. Vollmoeller was Chief Executive Officer at New Work SE, a leading professional business network with over 20 million users, in the DACH region (Germany, Austria and Switzerland).

He is currently a board member at Ravensburger AG (as Chair), Conrad Electronic SE and Franz Haniel & Cie. GmbH. and a member of the advisory boards at Stiftung Mercator Deutschland GmbH and ZELOS Management Consultants.

Mr. Vollmoeller held several key executive and non-executive positions such as Chief Executive Officer at New Work SE, a leading professional business network with over 20 million users in the DACH region, Chief Executive Officer at Valora Holding AG, a publicly traded international trading company and, among other functions, Chief Financial Officer at Tchibo GmbH, one of Germany's largest retail chains.

Mr. Vollmoeller received a Doctorate from the University of St. Gallen and a Diploma from the University of Stuttgart-Hohenheim.

Mr. Vollmoeller was appointed as Independent Chair Director by the Shareholders Meeting held on September 30, 2019 (effective January 1, 2020). He was subsequently re-appointed for two further terms in Shareholder General Meetings held in September 2020 (effective upon the relocation of our registered office to Spain in March 2021) and September 2024.

As of March 31, 2025, Mr. Vollmoeller held 15,200 Shares.

Carmen Allo

Ms. Allo has a wealth of experience in corporate and investment banking in large European and American banks, as well as in risk management and as audit committee chair of publicly traded companies in Spain. She is currently chair of the audit committee and member of the remuneration and nomination committees at Sareb, a member of the audit committee and remuneration and nomination committee at CAF, and chair of the investment committee for Crisae Private Debt SLU. She is also currently a professor at the Instituto de Empresa.

Ms. Allo has a degree in Mathematics from the University of Zaragoza and an MBA from Instituto de Empresa and has attended executive programs at the London Business School and Harvard University.

Ms. Allo was appointed as Director and Audit Chair as of April 1, 2020 for a term of three years. The decision was ratified in the Shareholders' General Meeting held in September 2020, and later re-appointed following the relocation of the Group's registered office to Spain effective as of March 10, 2021. At the Annual General Meeting held in September 2024 a three-year term re-appointment was approved.

Amanda Wills

Ms. Wills is an award winning and highly respected UK travel industry executive. She started her tourism career at Airtours PLC, where she became the first woman appointed to the board of the United Kingdom Leisure Group. She subsequently spent more than 13 years as managing director of the Virgin Holidays Group which she joined in September 2001. During this time under her leadership the Virgin Holidays Group experienced exponential growth in both revenues and profit and became the market leader in long-haul holidays. Her guidance led to an introduction of industry firsts in both products and services with an acquisition-led strategy that penetrated new markets both in the U.K. and United States. During her tenure as managing director, Virgin Holidays Group won many industry accolades.

Ms. Wills was recognized and honored in the U.K. for services to British tourism and her commitment to charity work and was awarded as Commander of the Order of the British Empire ("CBE") by the Queen in 2014.

The initial appointment of Ms. Wills was ratified in the Shareholder General Meeting held in July 20, 2016. She was subsequently re-appointed for three-year terms in Shareholder General Meetings held in September 2018, September 2020 (effective upon the relocation of our registered office to Spain in March 2021) and September 2024.

Laurence Berman

Ms. Berman has extensive business management experience in the travel, hospitality and technology sectors, and has demonstrated strategic delivery, leadership, and vision throughout her career.

Ms. Berman was previously Vice President at Disneyland Paris and Managing Director at the holiday firm Jet Tours. Ms. Berman previously served on the boards of prominent hotel groups, including Veranda Resorts and Valtur. Ms. Berman has also held positions on the board of Port Aventura World, one of Europe's largest amusement and leisure parks, the Global Advisory Board of the University of Chicago Booth School of Business and the board of the technology consulting firm Booz Allen Hamilton.

Ms. Berman holds a Master's degree from ESSEC Business School and an MBA from the University of Chicago Booth School of Business.

Ms. Berman was appointed as Independent Director for a term of three years in the Shareholder General Meeting held in September 2024.

Dana Philip Dunne

Mr. Dunne is the Chief Executive Officer at eDreams ODIGEO.

Previously, Mr. Dunne served as Chief Commercial Officer of EasyJet Plc, being responsible for sales (the significant majority of which were online), marketing, yield management, the contact centers and the customer proposition.

Prior to this, Mr. Dunne was the Chief Executive Officer and Head of AOL Europe S.à r.l., a Division of AOL LLC. He has a proven track record at high profile, international telecoms and media companies. Before AOL, he served as President of key business units at Belgacom and US West, two of the most successful telecommunication companies in Europe and the United States.

Mr. Dunne has an MBA from Wharton Business School and a BA in economics from Wesleyan University. He has dual citizenship (American and British).

Mr. Dunne's appointment for the first time as Executive Director was ratified by the general shareholders' meeting held on July 22, 2015, and subsequently re-appointed for three further terms in Shareholder General Meetings held in September 2018, September 2020 (effective upon the relocation of our registered office to Spain in March 2021) and September 2024.

As of March 31, 2025, Mr. Dunne held 3,486,457 Shares.

David Elízaga

Mr. Elízaga is the Chief Financial Officer of eDreams ODIGEO.

Prior to joining eDreams ODIGEO, Mr. Elízaga was Chief Financial Officer of Codere S.A., and prior to that occupied various positions at Codere S.A., Monitor Group and Lehman Brothers. Mr. Elízaga holds degrees in Business and Law from Universidad Pontificia de Comillas—ICADE.

Mr. Elízaga's appointment for the first time as Executive Director was ratified by the Shareholders, in the meeting held on the July 20, 2016. He was subsequently re-appointed for three further terms in Shareholder General Meetings held in September 2018, September 2020 (effective upon the relocation of our registered office to Spain in March 2021) and September 2024.

As of March 31, 2025, Mr. Elízaga held 962,865 Shares.

Benoit Vauchy

Mr. Vauchy joined the Group in 2011 as Non-Executive Director of Opodo and also previously served as the Chair of the Group's Audit Committee. He is currently a partner and a member of the investment committee and executive committee at Permira. He currently serves on the board of Permira Holding Limited as well as on the boards of Dr. Martens plc. and Lowell Group.

Mr. Vauchy's previous board experience includes Universidad Europea, VacanceSelect and Exclusive Networks. Prior to joining Permira in 2006, he spent most of his career in leveraged finance including at J.P. Morgan in London.

Mr. Vauchy was appointed as Director (affiliated with the Permira funds) for the first time in the Shareholder General Meeting in March 2014, and subsequently re-appointed for three further terms in the Shareholder General Meetings held July 2017, September 2020 (effective upon the relocation of our registered office to Spain in March 2021) and September 2024.

Pedro López

Mr. López joined Permira in 2006, and since 2016 he serves as Head of the Madrid office. He covers investment opportunities across several sectors and is a member of the Financing Group, having worked on a number of transactions, including Magento, Althea, Schustermann & Borenstein (now Bestsecret.com), Universidad Europea, Neuraxpharm and AltamarCAM. He currently serves on the boards of Hana as Chair, Universidad Europea and AltamarCAM.

Prior to joining Permira, Mr. López spent four years at J.P. Morgan in London, where he worked in the M&A department and in debt capital markets and leveraged finance. Mr. López has degrees in Business Administration and Law from Universidad Carlos III, Spain.

Mr. López was appointed as Proprietary Director (affiliated with the Permira funds) for a period of three years in the Shareholder General Meeting held on July 2017 and subsequently re-elected for two further terms in Shareholder General Meetings held in September 2020 (effective upon the relocation of our registered office to Spain in March 2021) and September 2024.

Board Committees

The Board of Directors has established an Audit Committee and a Remuneration and Nomination Committee, each entrusted with the respective information, supervision, advisory and proposal duties specified in the Spanish Companies Law, the regulations of the Board of Directors and the regulations of each committee.

The following is an overview of the committees of the Board of Directors.

Audit Committee

The Audit Committee must consist of at least three Directors, each of which must be a non-executive Director. The Chair of the Audit Committee must be an Independent Director. The members of the Audit Committee, including the Chair, are elected by the Board of Directors for a term of three years, subject to renewal for a maximum of 12 years.

The Audit Committee consists of Thomas Vollmoeller (Chair of the Audit Committee and Independent Director), Benoit Vauchy (Director nominated by the Permira Funds) and Carmen Allo (Independent Director). The Shareholders' agreement provides that so long as the Ardian Funds or the Permira Funds directly or indirectly hold 7.5% or more of the issued and outstanding Shares of eDreams ODIGEO, a nominated Director of either the Ardian Funds or the Permira Funds will be a member of the Audit Committee.

Remuneration and Nomination Committee

The Remuneration and Nomination Committee must consist of at least three Directors, each of which must be a non-executive Director and two of which must be Independent Directors. The members of the Remuneration and Nomination Committee are elected by the Board of Directors, and such elected members elect one of the Independent Directors who is a member of the Remuneration and Nomination Committee to serve as its Chair. The members of the Remuneration and Nomination Committee are elected for a term of three years, subject to renewal.

The Remuneration and Nomination Committee consists of Amanda Wills (Chair of the Committee and Independent Director), Thomas Vollmoeller (Independent Director) and Pedro López (Director nominated by the Permira Funds). The Shareholders' agreement provides that so long as the Ardian Funds or the Permira Funds directly or indirectly hold 7.5% or more of the issued and outstanding Shares of eDreams ODIGEO, a nominated Director of either the Ardian Funds or the Permira Funds will be a member of the Remuneration and Nomination Committee.

CEO Staff Members

We are managed on a day-to-day basis by our CEO Staff Members, including the Chief Executive Officer, the Chief Operating Officer, the Chief Technology Officer, the Chief Financial Officer, the Chief Marketing Officer, the Chief Retail and Product Officer, the Chief People Officer, the Chief Vacation Products Officer and the Chief Trading Officer (collectively, the "CEO Staff Members" or "CSM"). The CEO Staff Members have the authority and responsibility for planning, directing and controlling the activities of the Group and our companies, directly or indirectly.

The following table sets forth the name, age (as of March 31, 2025) and title of our CEO Staff Members.

Name	Age	Title
Dana Philip Dunne[(1)]	62	Chief Executive Officer
David Elízaga[(1)]	52	Chief Financial Officer
Gerrit Goedkoop	56	Chief Operating Officer
Carsten Bernhard	52	Chief Technology Officer
Frédéric Esclapez	50	Chief Marketing Officer

Lindsey Auty	40	Chief People Officer
Christoph Dieterle	44	Chief Retail and Product Officer
Andreas Adrian	44	Chief Trading Officer

(1) Executive Director.

Biographical Information

Biographical information for each of the CEO Staff Members is presented below:

Dana Philip Dunne is the Chief Executive Officer of eDreams ODIGEO. For his biographical information, see "—Directors—Biographical Information" above.

David Elízaga is the Chief Financial Officer of eDreams ODIGEO. For his biographical information, see "—Directors—Biographical Information" above.

Gerrit Goedkoop is the Chief Operating Officer of eDreams ODIGEO. Mr. Goedkoop previously served as the Chief Customer Services Officer of eDreams ODIGEO and, prior to joining eDreams ODIGEO in 2014, held positions with Liberty Global for 13 years in various customer operations and service delivery functions of which the last six years were as VP Customer Care for their European operations. Mr. Goedkoop received a Bachelor's degree in International Management from The Hague University.

Carsten Bernhard is the Chief Technology Officer of eDreams ODIGEO. Prior to joining eDreams ODIGEO in 2016, Mr. Bernhard was Chief Information Officer at TUI Germany. From 2006 to 2013, Mr. Bernhard served as Chief Technology Officer at Autoscout24, where he put in place agile development and supporting processes. Mr. Bernhard has a German Diploma in Business Administration from the EBS University and a Bachelor's degree in Computer Science from James Madison University.

Frédéric Esclapez is the Chief Marketing Officer of eDreams ODIGEO. Prior to joining eDreams ODIGEO in 2018, Mr. Esclapez was head of marketing for one of Rakuten's businesses. Rakuten is the largest e-commerce company in Japan and one of the largest e-commerce companies in the world. Prior to Rakuten, Mr. Esclapez spent over 10 years working for Bain & Company, a global management consulting firm, in the Tokyo and Paris offices. During his time in the Tokyo office, Mr. Esclapez was the leader of the Private Equity practice in Tokyo, assessing digital and non-digital businesses, and developing and implementing strategic and operational improvement programs for a variety of companies. Mr. Esclapez has a Master of Science from Mines Paris Tech.

Lindsey Auty is the Chief People Officer of eDreams ODIGEO. Ms. Auty joined us in 2009 and has been part of the People team that has driven the transformation of our culture and shaped our "eDO Values." In 2016, she was appointed as Head of HR - International overseeing our HR function in markets outside Spain. In 2021, Ms. Auty assumed the role of Chief People Officer to lead our People Team. Ms. Auty has a Bachelor of Science in Genetics, Human Physiology and Psychology from the University of Pretoria in South Africa.

Christoph Dieterle is the Chief Retail and Product Officer of eDreams ODIGEO. Mr. Dieterle joined eDreams Odigeo in 2017 through the acquisition of BudgetPlaces, first as Head of Lodging Platform and then as Product Director. Before joining eDreams ODIGEO, Mr. Dieterle served as Chief Executive Officer and Chief Financial Officer in BudgetPlaces and several finance management roles at Expedia Group. Mr. Dieterle holds a Bachelor's degree from the Berufsakademie Ravensburg (Cooperative State University).

Andreas Adrian is the Chief Trading Officer. He joined eDreams ODIGEO in 2012 as Pricing Manager, subsequently took over the role of Head of Product Management in Germany, was then appointed Director of the Northern regions as well as Country Director of Germany and then assumed the role of Chief Trading Officer in 2016. He previously worked at KPMG, studied Financial Economics at the University of Essex and holds a Master's degree in Economics from the University of Cambridge.

Each CEO Staff Member can be contacted at our registered office, Calle Lopez de Hoyos, 35, 28002 Madrid, Spain.

PRINCIPAL SHAREHOLDERS

Shareholders of eDreams ODIGEO

We are a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain, having our registered office at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain, incorporated on February 23, 2011, and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332.

The following table sets forth our shareholders with voting rights of 5% or more as of June 3, 2025:

Shareholders	Number of Shares	% of Shares
Permira Funds[(1)]	24,611,388	19.3%
UBS Group AG	11,077,949	8.7%
Morgan Stanley	7,324,885	5.7%
Sunderland Capital	6,371,316	5.0%
The Goldman Sachs Group, Inc.	6,653,667	5.2%
JPMorgan Chase & Co.	6,381,562	5.0%

(1) Holding through Luxgoal 3 Sarl and Luxgoal 2 Sarl.

As of June 3, 2025, 12,132,810 Shares were held in treasury, representing 9.51% of the total amount of Shares outstanding as of June 3, 2025.

Permira Funds

Since 1985, the Permira Funds have made over 200 private equity investments, with a total committed capital of approximately €44 billion. The Permira Funds' investment activity focuses on six core sectors: Chemicals, Consumer, Financial Services, Healthcare, Industrial Products and Services and Technology, Media and Telecommunications.

RELATED PARTY TRANSACTIONS

Transactions with Affiliates and Directors

Our Affiliates and Directors may from time to time hold or transact in the 2027 Notes and our Shares.

On March 27, 2025, the Company acquired from Permira Holding Limited 2,649,006 Shares held by Permira Holding Limited through a block trade transaction at a price of €7.55 per share. The transaction was approved by the Company's Board of Directors following a favorable report from the Audit Committee, with the proprietary directors appointed by Permira Holding Limited abstaining in both cases in accordance with article 529 duovicies of the Spanish Companies Act.

On February 25, 2025, the Company acquired from Director Gerrit Goedkoop 500,000 treasury Shares held by him through a block trade acquisition at a price of €8.42 per share. The transaction was approved by the Company's Board of Directors following a favorable report from the Audit Committee.

Management Incentives

Directors

Independent Directors on the Board of Directors receive an annual fee conditional on attendance at minimum six and maximum ten board meetings per year plus associated committee meetings. This fee also covers attendance at the Annual Shareholders' Meeting, involvement in committee meetings, an annual "Board away day," at least one company site visit a year, meetings with the non-executive directors, shareholders' meetings, board evaluation process meetings, as well as strategic update and training meetings. The remuneration shall be subject to periodic review by the board. The total compensation package is adjusted on a *pro rata* basis in the event that the board's duties or number of meetings exceed the expectation. The aforementioned compensation includes a fixed supplementary fee for each Independent Director holding the role of Chair of the Board of Directors, the Audit Committee, the Remuneration and Nomination Committee.

Executive Directors and Directors appointed among candidates nominated by the Principal Shareholder are not paid any fee for their service as members of the Board of Directors.

All Directors will be reimbursed for travel and accommodation expenses incurred in the course of attendance at Board of Directors and Committee meetings, as long as they are duly justified.

See also Note 29.2 "Transactions and balances with related parties—Board of Directors" to our 2025 Consolidated Financial Statements.

CEO Staff Members

The Executive Directors receive an annual base salary, payable monthly, for the performance of their executive role at eDreams ODIGEO. The purpose of this compensation package is to reflect the market value of the role, attract talent and reward skills and experience. The total remuneration of the Executive Directors consists of various elements, including a base salary, short-term variable remuneration (bonus) and an LTIP.

The variable annual cash bonus component is dependent on eDreams ODIGEO's operating results and the achievement of individual performance rating determined on an individual basis. The LTIP component, which consists of the 2019 LTIP and the 2022 LTIP, provides for the granting of performance stock rights ("PSRs") and the restricted stock units ("RSUs") to certain eligible employees with the goal of incentivizing employees to continue improving our results and retaining and motivating key personnel.

The 2019 LTIP is designed to vest around financial results publications between August 2022 and February 2026. The 2019 LTIP is split equally between PSRs and RSUs subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative three-year periods.

The 2022 LTIP is designed to vest around financial results publications between August 2026 and February 2030. The 2022 LTIP is split equally between PSRs and RSUs subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative three-year periods.

For both plans, performance stock rights are conditional on meeting the financial objectives established by our Board of Directors with respect to the relevant period of the corresponding Award; *provided* that the beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares. Restricted stock units are only conditional on the beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

For 2025, the Group has contracted a civil liability insurance scheme (D&O) for Directors and Managers with a yearly cost of €50.5 thousand.

See also Note 23 “Share-based compensation” and Note 29.1 “Transactions and balances with related parties—Key management” to our 2025 Consolidated Financial Statements.

DESCRIPTION OF OTHER INDEBTEDNESS

The following section contains a summary of certain key terms of the Super Senior Credit Facilities and the Intercreditor Agreement. This section is intended to be a summary only and does not purport to be a complete or exhaustive description of the topics summarized.

Super Senior Facilities Agreement

Terms not defined in the following section have the meanings given to them in the Super Senior Facilities Agreement.

eDreams ODIGEO is party to a super senior revolving credit and guarantee facilities agreement, originally dated October 4, 2016 between, among others, eDreams ODIGEO as the company, an original borrower and an original guarantor (the "Company"), certain of the Company's subsidiaries as original borrowers and original guarantors, the original lenders listed therein and Société Générale, Sucursal en España as agent (the "Agent") and security agent (the "Security Agent") as amended and restated pursuant to an amendment agreement dated September 18, 2018, an amendment agreement dated January 19, 2022 and as amended and restated from time to time, which amended facilities agreement was further amended and restated on the Issue Date subject to the satisfaction of certain conditions, including the completion of the offering of the Notes (the facilities agreement as amended is herein after referred to as the "Super Senior Facilities Agreement").

Super Senior Facilities

The Super Senior Facilities Agreement will provide for committed facilities of €185 million split into:

(a) a €185 million multi-currency revolving credit facility, which may be utilized by way of cash drawings, ancillary facilities and/or letters of credit (the "Revolving Credit Facility"); and

(b) a Euro denominated multi-currency guarantee facility initially with zero commitments with the ability to increase the commitments through use of the accordion feature and which may be utilized by way of bank guarantees (the "Bank Guarantee Facility"),

each with a termination date falling on the date falling one month prior to the earlier of (i) the maturity date of the Notes as of the Effective Date or (ii) the date falling 60 months after the Effective Date. Viagens eDreams Portugal – Agência de Viagens, Lda, a company incorporated under the laws of Portugal will accede as a borrower to the Super Senior Facilities Agreement.

Interest Rates and Fees

The interest rate on each loan under the Super Senior Facilities Agreement for each interest period is the percentage rate per annum which is the aggregate of the applicable (a) margin (as described below) and (b) (subject to a zero floor) in relation to any loan in Euro, EURIBOR or, in relation to any loan in a non-LIBOR currency, the benchmark rate for that currency as determined pursuant to the provisions of the Super Senior Facilities Agreement.

Pursuant to the terms of the Super Senior Facilities Agreement, the initial opening margin of 2.00% per annum for the Revolving Credit Facility is subject to a margin adjustment after the date falling three months after the Effective Date, pursuant to which the margin may be adjusted downwards based on the ratio of Gross Financial Indebtedness to Adjusted EBITDA (in each case, as defined in the Super Senior Facilities Agreement) in respect of any relevant testing period, as demonstrated in the compliance certificate required to be delivered with the annual audited financial statements and quarterly unaudited financial statements. While an event of default is continuing under the Super Senior Facilities Agreement, the margin will be the highest margin applicable to the Revolving Credit Facility.

Pursuant to the Super Senior Facilities Agreement, the Company is required to pay certain fees, including a commitment fee in respect of the available but undrawn Revolving Credit Facility commitments, as well as other fees related to issuance of letters of credit and bank guarantees.

Guarantees

Pursuant to the terms of the Super Senior Facilities Agreement, the Company and certain subsidiaries of the Company (together with the Company, the "SSRCF Guarantors") guarantee all amounts due to the lenders and other finance parties under the Super Senior Facilities Agreement and related finance documents. The guarantees granted by the SSRCF Guarantors are subject to certain guarantee limitations which are set out in the Super Senior Facilities Agreement. These guarantee limitations primarily limit the scope of the guarantees granted by the SSRCF Guarantors to ensure that they comply with the laws of the jurisdictions in which the SSRCF Guarantors are incorporated. Viagens eDreams Portugal – Agência de Viagens, Lda, a company incorporated under the laws of Portugal will accede as a guarantor to the Super Senior Facilities Agreement.

The Company is required to ensure that each of its Restricted Subsidiaries in which it holds directly or indirectly 90% or more of the issued ordinary share capital and which for the last Financial Year has earnings before interest, tax, depreciation and amortization (calculated on the same basis as EBITDA but on an unconsolidated basis) representing 5% or more of EBITDA (a company meeting these criteria being a "Material Company") accedes to the Super Senior Facilities Agreement as an additional guarantor. The obligation for such a Material Company to accede as a guarantor is subject to certain limitations specified in the Super Senior Facilities Agreement and does not apply to any Restricted Subsidiary which was a Material Company on the Closing Date (as defined in the Super Senior Facilities Agreement) but was not an Original Guarantor. In addition any Restricted Subsidiary that is a direct Subsidiary of the Company is required to accede as a guarantor if not already a guarantor. Such companies are required to accede within 120 days after delivery of the annual audited financial statements, beginning with the financial year ending March 31, 2026.

Security

The following security has been granted in respect of the Super Senior Facilities Agreement:

(a) an English law governed share charge dated October 4, 2016 in favor of the Security Agent by the Company over the entire issued share capital of Opodo (the "Opodo Share Charge") as supplemented by (i) an English law governed supplemental share charge dated September 25, 2018, (ii) an English law governed supplemental share charge dated February 2, 2022 and (iii) an English law governed supplemental share charge dated on the Effective Date; and

(b) an English law governed receivables assignment dated October 4, 2016 (the "Receivables Assignment") in favor of the Security Agent by the Company over any financial indebtedness arising under any downstream intercompany loan made by the Company to Opodo and each subsidiary of Opodo (a "Loan Receivable") as supplemented by (i) an English law governed supplemental receivables assignment dated September 25, 2018, (ii) an English law governed supplemental receivables assignment dated February 2, 2022 and (iii) an English law governed supplemental receivables assignment dated on the Effective Date.

If, pursuant to a Permitted Transaction, the Company holds the entire issued share capital of a company other than Opodo, the Super Senior Facilities Agreement also requires the Company to grant security over (i) the shares in that direct wholly-owned Subsidiary and (ii) the receivables arising from any downstream intercompany loans made by the Company to any subsidiary of the Company from time to time, in each case, within 10 days of the completion of the transaction pursuant to which the Company became the sole shareholder of such Subsidiary (together with the Opodo Share Charge and the Receivables Assignment, the "Transaction Security").

The Transaction Security will secure all Secured Obligations (as defined in the Intercreditor Agreement). The Transaction Security granted by the Company will secure the borrowing and guarantee obligations of the Obligor granting the security owed under (i) the Super Senior Facilities Agreement, (ii) the Notes, (iii) any other Credit Facility Documents and Pari Passu Documents and (iv) certain Hedging Agreements (as such terms are defined in the Intercreditor Agreement).

The Transaction Security will rank in the order described in the section titled "*Intercreditor Agreement*" below.

Undertakings

The Super Senior Facilities Agreement contains a number of positive and negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of each Obligor (and in certain cases, other members of the Group) to, among other things:

- repay, prepay, or otherwise redeem the Notes or offer to do so; and
- incur additional super senior debt.

There are also restrictive covenants in the Super Senior Facilities Agreement which substantially follow the terms of the Indenture and, subject to certain customary and other agreed exceptions, restrict the ability of the Company and its Restricted Subsidiaries to, among other things:

- make certain restricted payments, including dividends and other distributions with respect to shares in the Company or its Restricted Subsidiaries;
- incur or guarantee additional indebtedness and issue certain preferred stock;
- create or permit to subsist any liens over any of its assets other than certain categories of permitted liens;
- enter into arrangements that impose encumbrances or restrictions on the ability of the Company's Restricted Subsidiaries to pay dividends, make other payments or transfer assets to the Company or any Restricted Subsidiaries;
- consolidate, merge or transfer all or substantially all of its assets on a consolidated basis;
- engage in certain transactions with affiliates;
- dispose of assets or equity interests, and make acquisitions of assets, similar businesses or voting stock;
- guarantee the payment of other indebtedness;
- impair the Transaction Security; and
- in respect of the Company, engage in business, undertake activities, own assets or incur liabilities.

In addition to the undertakings listed above, the Super Senior Facilities Agreement contains a number of information undertakings.

Financial Covenant

The Super Senior Facilities Agreement contains a financial covenant that requires the Group to ensure that the ratio of Gross Financial Indebtedness as of the end of each testing period to Adjusted EBITDA in respect of such testing period does not exceed 6.00:1.

The first testing period in respect of which the financial covenant may be tested is the testing period ending on September 30, 2025. The financial covenant is only tested in respect of a testing period if, on the last day of such testing period, the aggregate principal amount of outstanding loans (excluding any outstandings under any letter of credit, bank guarantee or ancillary facility) exceeds 40% of the total commitments under the Super Senior Facilities Agreement.

A breach of the financial covenant will result in a draw stop under the Super Senior Facilities Agreement and will be subject to an equity cure right.

Repayments

Each loan under the Revolving Credit Facility is required to be repaid on the last day of each interest period; *provided*, *however* that loans may be redrawn by way of cashless rollover subject to the terms and conditions set out in the Super Senior Facilities Agreement. All outstanding loans under the Revolving Credit Facility and any outstanding letters of credit and bank guarantees are required to be repaid in full on the Termination Date.

Prepayments

Subject to certain conditions, the Company or the other borrowers under the Super Senior Facilities Agreement may voluntarily cancel any available commitments, or voluntarily prepay any outstanding utilizations, by giving three business days' prior notice to the Agent. Any Revolving Credit Facility utilizations that are prepaid may (subject to the terms of the Super Senior Facilities Agreement) be reborrowed.

A Change of Control will trigger a 30-day consultation period with the lenders under the Super Senior Facilities Agreement. At the end of such consultation period, each lender who does not wish to continue being a lender under the Super Senior Facilities Agreement may (by notice to the Agent) request prepayment of all amounts owed to it. The Agent is required to promptly notify the Company of all such notices received from lenders. Any lender who makes such a request must be prepaid within five business days of the date of notification, and all of such lender's commitments will be cancelled. The Super Senior Facilities will be automatically cancelled and be immediately repayable upon a sale of all or substantially all of the assets of the Group to a third party.

A "Change of Control" will occur (i) if any person or group of persons (other than one or more Permitted Holders) acting in concert gain control of the Company (where "control" means holding beneficially 50.01% or more of the issued share capital of the Company with voting rights), or (ii) upon the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person or any group (other than one or more Permitted Holders) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting stock of the Company, measured by voting power rather than number of shares.

Events of Default

The Super Senior Facilities Agreement contains events of default customary for financings of this nature (with customary and agreed thresholds and carve-outs), including but not limited to non-payment of principal, interest or other payments, breach of other obligations, misrepresentation, cross default to financial indebtedness of a member of the Restricted Group in excess of €75 million, an event of default under the Notes, unlawfulness and invalidity, breach of the Intercreditor Agreement, repudiation and rescission, creditors' process and judgment debt of €75 million (subject to an EBITDA grower component) which is not paid, discharged or stayed for a period of 60 days.

In addition, certain events of default under the Super Senior Facilities Agreement follow the terms of the Indenture in respect of bankruptcy, insolvency or insolvency proceedings or other similar events, and also apply to all borrowers under the Super Senior Facilities Agreement.

The occurrence of an event of default which is continuing will allow the lenders under the Super Senior Facilities Agreement to cancel available commitments under the Super Senior Facilities Agreement, declare all amounts owed under the Super Senior Facilities Agreement to be due upon demand and/or demand immediate repayment of all amounts owed under the Super Senior Facilities Agreement.

Intercreditor Agreement

Terms not defined in the following section, or in the section "—Super Senior Facilities Agreement" above, have the meanings given to them in the Intercreditor Agreement.

The Company and each subsidiary of the Company which is an original borrower and/or an original guarantor under the Super Senior Facilities Agreement and/or a guarantor of the Notes in their capacities as original debtors and, with respect to the Company and certain subsidiaries of the Company, in their capacities as original intra-group lenders, the Trustee in its capacity as the senior secured note trustee, the Agent in its capacity as revolving agent, the Security Agent, the lenders and arrangers under the Super Senior Facilities Agreement and certain hedge

counterparties are party to an Intercreditor Agreement (originally dated October 4, 2016, as amended and restated pursuant to an amendment agreement dated September 25, 2018, as amended and restated from time to time and most recently pursuant to an amendment agreement dated February 2, 2022, which was further amended and restated on the Issue Date) to establish the relative rights of certain of the Group's creditors including creditors under the Super Senior Facilities Agreement and the Indenture and creditors of any other Super Senior Liabilities and Pari Passu Liabilities (each as defined below).

The Intercreditor Agreement is governed by English law and sets out:

- the ranking of indebtedness under (i) the Super Senior Facilities Agreement and other credit facilities which replace the Super Senior Facilities Agreement (together the "Credit Facility Liabilities"), (ii) hedging obligations in respect of interest rates under any Notes bearing a floating interest rate (including Additional Notes bearing a floating interest rate) (the "Super Senior Hedging Liabilities" and, together with the Credit Facility Liabilities, the "Super Senior Liabilities") and (iii) the Indenture, any other *pari passu* debt and other interest rate, exchange rate and commodity pricing hedging obligations which do not constitute Super Senior Hedging Liabilities (together the "Pari Passu Liabilities") (the creditors to whom such Super Senior Liabilities and Pari Passu Liabilities are owed being the "Primary Creditors");

- when payments can be made in respect of certain indebtedness;

- the postponement and subordination of the Subordinated Liabilities and the Intra-Group Liabilities (each as defined in the Intercreditor Agreement);

- the ranking of the Transaction Security;

- the procedure for, and restrictions on, enforcement of Transaction Security and any guarantees granted in favor of the Primary Creditors and the application of proceeds resulting from such enforcement;

- the types of disposals permitted under distressed and non-distressed scenarios and the Security Agent's authority to release the Transaction Security and guarantees granted in favor of the Primary Creditors in case of a distressed and non-distressed disposal; and

- turnover provisions.

The following description is a summary of certain provisions contained in the Intercreditor Agreement. It does not restate the Intercreditor Agreement in its entirety and as such, we urge you to read that document because it, and not the discussion that follows, defines certain rights (and restrictions on entitlement) of the holders of the Notes and other Primary Creditors.

The Indenture will also provide that by accepting a Note, each Noteholder shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement.

Priority of Debts

The Intercreditor Agreement provides that the Super Senior Liabilities and the Pari Passu Liabilities will rank *pari passu* and without any preference between them and in priority to any Intra-Group Liabilities and Subordinated Liabilities. The Intercreditor Agreement does not purport to rank any of the Subordinated Liabilities and the Intra-Group Liabilities as between themselves.

Permitted Payments

Under the terms of the Intercreditor Agreement, at any time prior to an acceleration event, the debtors may make payments in respect of the Credit Facility Liabilities in accordance with the terms of the Credit Facility Documents.

In addition, at any time prior to an acceleration event, debtors may make payments in respect of the obligations under the Notes in accordance with the terms of the Indenture and in respect of other Pari Passu Liabilities in accordance with the terms of the relevant Pari Passu Documents.

Further, at any time prior to an acceleration event, the debtors may make payments in respect of the Super Senior Hedging Liabilities and Pari Passu Hedging Liabilities then due in accordance with the terms of the Hedging Agreements.

Ranking of Security

The Intercreditor Agreement provides that the Transaction Security shall rank and secure the Super Senior Liabilities and the Pari Passu Liabilities *pari passu* and without any preference between them.

Enforcement Instructions

The Intercreditor Agreement sets out procedures for enforcement of the Transaction Security.

If either the Super Senior Creditors whose Super Senior Credit Participations aggregate more than 66.67% of the total Super Senior Participations (the "Majority Super Senior Creditors") or the Pari Passu Creditors whose Pari Passu Credit Participations aggregate more than 50% of the total Pari Passu Credit Participations (the "Majority Pari Passu Creditors") wish to enforce the Transaction Security, then the creditor representative of such group of creditors (and, if applicable, the hedge counterparties) must deliver a copy of their proposed enforcement instructions (the "Initial Enforcement Notice") to the Security Agent who shall promptly forward the Initial Enforcement Notice to each creditor representative and each hedge counterparty which did not deliver such Initial Enforcement Notice.

The Instructing Group may give or refrain from giving instructions to the Security Agent to take enforcement action as they see fit. The Security Agent may refrain from enforcing the Transaction Security unless instructed by an Instructing Group. For the purposes of this section, "Instructing Group" shall mean:

(a) subject to paragraph (b) below, the Majority Pari Passu Creditors;

(b) prior to the discharge in full of the Super Senior Liabilities, the Majority Super Senior Creditors:

(i) in the event that the Super Senior Liabilities have not been fully discharged within six months from the date that an Initial Enforcement Notice was issued by the Majority Pari Passu Creditors, or a period of no less than three months has elapsed since an Initial Enforcement Notice was issued by the Majority Pari Passu Creditors and the Majority Pari Passu Creditors have not made a determination as to the method of enforcement or appointed a financial adviser to assist them in making such a determination;

(ii) if an insolvency event is continuing with respect to a debtor and to the extent the Majority Super Senior Creditors elect to provide enforcement instructions; or

(iii) (A) if the Majority Pari Passu Creditors have not made a determination as to the method of enforcement or appointed a financial adviser to assist them in making such a determination, and (B) the Majority Super Senior Creditors determine in good faith that a delay in issuing enforcement instructions could reasonably be expected to have a material adverse effect on the ability to effect a distressed disposal or on the expected realization proceeds, and they deliver enforcement instructions which they reasonably believe to be consistent with the enforcement principles set out in the Intercreditor Agreement (the "Enforcement Principles") and necessary or advisable to enhance the prospects of achieving the enforcement objectives before the Security Agent receives any enforcement instructions from the Majority Pari Passu Creditors.

If Transaction Security is being enforced according to the terms described in this section, the Security Agent shall enforce the Transaction Security in such manner as (i) the Instructing Group shall instruct (provided that any such instructions are consistent with the Enforcement Principles) or (ii) in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate and consistent with the Enforcement Principles.

After the Security Agent has commenced enforcement of any Transaction Security following the instructions of an Instructing Group, it will not be required to accept any subsequent instructions from anyone other than that Instructing Group as to the enforcement of that Transaction Security (other than as set out in paragraph (b)(i) above).

Application of Proceeds

All amounts received or recovered by the Security Agent pursuant to the terms of the relevant debt documents or in connection with the realization or enforcement of Transaction Security shall be applied in the following order of priority:

(i) first, in discharging any sums owing to the Security Agent, any receiver or any delegate and in payment of all costs and expenses incurred by each creditor representative of each creditor group;

(ii) second, in discharging all costs and expenses incurred by any Primary Creditor in connection with any realization or enforcement of the Transaction Security taken in accordance with the terms of the Intercreditor Agreement or any action taken at the request of the Security Agent under the further assurance provisions;

(iii) third, in payment or distribution to:

each creditor representative of a Credit Facility on its own behalf and on behalf of the Credit Facility Creditors for which it is the creditor representative; and
the Super Senior Hedge Counterparties,
for application towards the discharge of:

(A) the Credit Facility Liabilities (in accordance with the terms of the Credit Facility Documents) on a *pro rata* basis between Credit Facility Liabilities incurred under separate Credit Facility Agreements; and

(B) the Super Senior Hedging Liabilities on a *pro rata* basis between the Super Senior Hedging Liabilities of each Super Senior Hedge Counterparty,

on a *pro rata* basis between paragraph (A) and (B) above;

(iv) fourth, in payment or distribution to:

(v) the creditor representatives in respect of any Pari Passu Liabilities on its own behalf and on behalf of the Pari Passu Creditors for which it is the creditor representative; and

the Pari Passu Hedge Counterparties,
for application towards the discharge of:

(A) the Pari Passu Liabilities (in accordance with the terms of the relevant Pari Passu Documents) on a *pro rata* basis between Pari Passu Liabilities under separate Pari Passu Facility Agreements; and

(B) the Pari Passu Liabilities (in accordance with the terms of the relevant Pari Passu Documents) on a *pro rata* basis between Pari Passu Liabilities under separate Pari Passu Note Indentures; and

(C) the Pari Passu Hedging Liabilities on a *pro rata* basis between the Pari Passu Hedging Liabilities of each Pari Passu Hedge Counterparty,

on a *pro rata* basis between paragraph (A), paragraph (B) and paragraph (C) above;

(v) fifth, if none of the debtors is under any further actual or contingent liability under any Credit Facility Document, Hedging Agreement or Pari Passu Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any debtor; and

(vi) sixth, the balance, if any, in payment or distribution to the relevant debtors.

Distressed and Non-distressed Disposals

The Security Agent is authorized (without the requirement to obtain any further consent or authorization from any Primary Creditor) to release from the Transaction Security, and any other claim relating to a Debt Document over that asset, any asset that is the subject of a disposal not prohibited by any Credit Facility Document and any Pari Passu Document which is not a Distressed Disposal.

A "Distressed Disposal" means a disposal effected (i) by way of enforcement of the Transaction Security; (ii) at the request of the Instructing Group in circumstances where the Transaction Security has become enforceable; or (iii) after a distress event by a debtor to a person who is not a Group member.

If a Distressed Disposal is being effected, to the extent permitted by applicable law, the Security Agent is authorized to:

(a) to release the Transaction Security or any other claim over the relevant asset;

(b) if the asset which is disposed of consists of shares in the capital of a debtor, to release (i) that debtor and any of its subsidiaries from all or part its borrowing, guaranteeing or other liabilities, (ii) any Transaction Security granted by that debtor or any of its subsidiaries over any of its assets, and (iii) any other claim of a debtor, Subordinated Creditor or intra-group lender over such debtor's or its subsidiaries' assets;

(c) if the asset which is disposed of consists of shares in the capital of any holding company of a debtor, to release (i) such holding company and any of its subsidiaries from all or any part of its borrowing, guaranteeing or other liabilities, (ii) any Transaction Security granted by any subsidiary of that holding company over any of its assets, and (iii) any other claim of a debtor, Subordinated Creditor or intra-group lender over the assets of any subsidiary of that holding company;

(d) if the asset which is disposed of consists of shares in the capital of a debtor or any holding company of a debtor, to dispose of all of any part of the liabilities or the debtor's intra-group receivables owed by that debtor or holding company or any subsidiary of that debtor or holding company; and

(e) if the asset which is disposed of consists of shares in the capital of a debtor or holding company of a debtor, to transfer liabilities and intra-group receivables owed by that debtor or holding company and any of their subsidiaries.

Intra-Group Liabilities

Pursuant to the Intercreditor Agreement, the Company and its subsidiaries party thereto that are creditors in respect of certain intra-Group debt (the "Intra-Group Liabilities") have agreed to subordinate such Intra-Group Liabilities to the Super Senior Liabilities and the Pari Passu Liabilities.

Neither the Company nor any of its subsidiaries that are creditors in respect of Intra-Group Liabilities may accept the benefit of any security, guarantee, indemnity or other assurance against loss in respect of Intra-Group Liabilities unless such action is not prohibited under the Credit Facility Agreement(s) and the Pari Passu Documents. Neither the Company nor any other subsidiary may make any payment, prepayment, repayment or otherwise acquire or discharge any Intra-Group Liabilities if a distress event has occurred unless the required Super Senior Creditors and the required Pari Passu Creditors consent or such action is undertaken to facilitate repayment or prepayment of debt owed to the Primary Creditors.

Subordinated Liabilities

Pursuant to the Intercreditor Agreement, certain shareholders or affiliates of the Company which are not members of the Group may accede to the Intercreditor Agreement as Subordinated Creditors with respect to any loan or other indebtedness made available to the Company which constitutes an Equity Contribution (as defined in the Super Senior Facilities Agreement or any equivalent provision of any other Credit Facility Agreement) and/or Subordinated Shareholder Debt (as defined in the Indenture or any equivalent provision of any other Pari Passu Note Indenture) (the "Subordinated Liabilities"). Any Subordinated Liabilities shall be subordinated to the Super Senior Liabilities and the

Pari Passu Liabilities. The Company and other debtors may make payments in respect of the Subordinated Liabilities; *provided* that such payments are (i) not prohibited by the Credit Facility Agreement(s) and the Pari Passu Documents or (ii) to the extent the payment is so prohibited, the relevant creditor representative consents to that payment being made.

No Subordinated Creditor may accept the benefit of any security, guarantee, indemnity or other assurance against loss in respect of any Subordinated Liabilities prior to the first date on which all liabilities owed to the Primary Creditors have been discharged.

Turnover

Subject to certain exceptions, if any Primary Creditor receives or recovers any enforcement proceeds not received or recovered as part of the application of enforcement proceeds or by way of set-off, except as permitted pursuant to the terms of the Intercreditor Agreement, such creditor shall hold such payment in trust for the Security Agent and promptly pay over such amounts to the Security Agent for application in accordance with the Intercreditor Agreement.

Subject to certain exceptions, if any other creditor party to the Intercreditor Agreement receives or recovers a payment which is not a permitted payment or made in accordance with the agreed order of application, except as permitted pursuant to the terms of the Intercreditor Agreement, such creditor shall hold such payment in trust for the Security Agent and promptly pay over such amounts to the Security Agent for application in accordance with the Intercreditor Agreement.

In relation to amounts received or recovered by way of set-off, such aforementioned creditors shall promptly pay over such amounts to the Security Agent for application in accordance with the Intercreditor Agreement.

Option to Purchase: Pari Passu Creditors

After the occurrence of a distress event, some or all Pari Passu Noteholders and Pari Passu Lenders may, subject to certain conditions, acquire, or procure the acquisition of, all (but not part only) of the rights and obligations of the Credit Facility Creditors in respect of the Credit Facility Liabilities.

Any such purchase will be on terms which will include, without limitation, payment in full in cash of an amount equal to the Credit Facility Liabilities including cost and expenses incurred by the relevant Credit Facility Agent and the relevant Credit Facility Lenders; after the transfer, no Credit Facility Lender being under any actual or contingent liability to any debtor under the relevant Debt Documents; the purchasing Pari Passu Noteholders and Pari Passu Lenders indemnifying each Credit Facility Lender for all losses which may be sustained or incurred as a result of any sum received or recovered being paid back by or clawed back from any Credit Facility Lender for any reason; and the relevant transfer being without recourse to, or warranty from, any Credit Facility Lender.

Primary Creditors

Whilst the liabilities under the Super Senior Facilities Agreement remain outstanding, no other super senior Credit Facility can be put in place. The Intercreditor Agreement contemplates that, after discharge of the Super Senior Facilities Agreement, one or more Credit Facilities ranking super senior to the Notes may be made available, subject to satisfaction of certain conditions and to the extent permitted under the Indenture and other relevant Debt Documents.

The Intercreditor Agreement contemplates that in addition to the Notes, other notes, bonds or debt securities may be issued and loans, credit or debit facilities may be made available, in each case on a *pari passu* basis with the Notes, subject to satisfaction of certain conditions and to the extent permitted under the Indenture and other relevant Debt Documents.

DESCRIPTION OF THE NOTES

You can find the definitions of certain terms used in this description under the caption "—Certain Definitions." In this description, the word "Company" refers to eDreams ODIGEO, S.A. and not to any of its subsidiaries.

The Company issued €375.0 million aggregate principal amount of 4.875% senior secured notes due 2030 (the "Notes") under an Indenture (the "Indenture") dated the Issue Date among itself, the Guarantors (as defined below), Deutsche Trustee Company Limited, as the trustee (in such capacity, the "Trustee"), Société Générale, as Security Agent, Deutsche Bank AG, London Branch, as paying agent and transfer agent, and Deutsche Bank Luxembourg S.A., as registrar, and pursuant to a public deed of issuance (*escritura de emisión*) to be granted pursuant to Spanish law on or before the Issue Date. The Notes will be issued in a private transaction that is not subject to the registration requirements of the Securities Act. The Indenture will not incorporate or include any of the provisions of the U.S. Trust Indenture Act of 1939, as amended. See "Notice to Investors." The terms of the Notes are subject to the provisions of the Indenture.

The following description is a summary of the material provisions of the Indenture and certain provisions of the Intercreditor Agreement. It does not restate the Indenture or the Intercreditor Agreement in their entirety. We urge you to read the Intercreditor Agreement attached hereto because it, along with the Indenture, and not this description, defines your rights as a holder of the notes. A copy of the Indenture is available upon request as set forth under "Where You Can Find More Information." Certain defined terms used in this description but not defined below under the caption "—Certain Definitions" have the meanings assigned to them in the Indenture.

The registered holder of a Note will be treated as the owner of it for all purposes. Only registered holders will have rights under the Indenture.

In accordance with applicable Spanish law, the Company will grant, on or prior to the Issue Date, before a Spanish notary public, a public deed relating to the issuance of the Notes (the "Spanish Deed of Issuance") that will be presented for registration with the Commercial Registry of Madrid, on the Issue Date.

There is currently no public market for the Notes. Application has been made to list the Notes on the Official List of the LuxSE and to trade on the Euro MTF Market of that exchange. The Company may also choose to list on another recognized stock exchange.

For purposes of any covenant summarized herein, any reference to an amount in "€" shall mean, in respect of any amount in any currency other than euro, the Euro Equivalent thereof.

Brief Description of the Notes and the Note Guarantees

The Notes

The Notes:

- are senior secured obligations of the Company;
- are secured as set forth below under the caption "—Security", but holders of Notes will receive proceeds from the enforcement of the security over the Collateral only after all obligations under the Super Senior Credit Facilities and certain Hedging Obligations, if any, have been paid in full;
- rank senior in right of payment to any and all future obligations of the Company that are subordinated to the Notes;
- rank *pari passu* in right of payment with all existing and future Indebtedness of the Company that is not subordinated to the Notes;
- rank *pari passu* in right of payment with the Super Senior Credit Facilities;

- are structurally subordinated to all Indebtedness, other obligations and claims of holders of preferred stock of the Company's subsidiaries that are not Guarantors;

- are effectively subordinated to all of the Company's existing and future obligations that are secured by property or assets of the Company to the extent of the value of the property or assets securing such obligations, unless such property or assets also secure the Notes on an equal and ratable or priority basis; and

- are fully and unconditionally guaranteed by the Guarantors, as described under the caption "—The Note Guarantees."

On the Issue Date, the Company's only material assets are (1) the Loan Receivables (as defined below) and (2) 100% of the Capital Stock in Opodo Limited.

The Company will grant security over 100% of the Capital Stock in Opodo Limited or the direct Subsidiary of the Company (other than Opodo Limited), as applicable, to secure the Notes.

As of March 31, 2025, after giving pro forma effect to the Refinancing, we would have had total financial liabilities, including the Notes, of €373.1 million.

The Note Guarantees

The Notes are initially guaranteed by Opodo Limited, Go Voyages, Liligo, Go Voyages Trade, eDreams S.R.L., Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams, Inc., eDreams (Gibraltar) Limited and Viagens eDreams and may, in the future, be guaranteed by additional Restricted Subsidiaries (each such guarantee, a "Note Guarantee"). A Note Guarantee given by a Guarantor may be released in certain circumstances described herein.

Each Note Guarantee:

- is a senior unsecured obligation of such Guarantor;

- ranks *pari passu* in right of payment with all existing and future Indebtedness of such Guarantor that is not subordinated to such Guarantor's Note Guarantee (including such Guarantor's obligations under the Super Senior Credit Facilities);

- ranks senior in right of payment to any future Indebtedness of such Guarantor that is subordinated in right of payment to such Guarantor's Note Guarantee;

- is effectively subordinated to such Guarantor's existing and future obligations that are secured by property or assets of such Guarantor to the extent of the value of the property or assets securing such obligations unless such property or assets also secure such Guarantor's Note Guarantee on an equal and ratable or priority basis; and

- is structurally subordinated to all existing and future obligations of any of such Guarantor's subsidiaries that do not guarantee the Notes.

As of the Issue Date, all of the Company's Subsidiaries will be "Restricted Subsidiaries." However, under the circumstances described under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries," the Company will be permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." The Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the Indenture.

Not all of the Company's Subsidiaries will initially guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any non-guarantor Subsidiaries, such Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to the Company. The Company is a holding company dependent upon the cash flow of its operating company subsidiaries in order to satisfy its obligations under the Notes.

Under the terms of the Intercreditor Agreement, the proceeds from any enforcement of the Collateral securing the Notes and any payment received by a holder of Notes constituting Enforcement Proceeds (as defined in the Intercreditor Agreement) with respect to the Collateral will be required to be applied to repay indebtedness outstanding under the Super Senior Credit Facilities and certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis) in priority to the Notes. See "—Intercreditor Agreement." In addition, under the terms of the Intercreditor Agreement, the liabilities in respect of the Super Senior Credit Facilities and certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis) will receive priority to obligations under the Note Guarantees with respect to any proceeds received from an enforcement of the Collateral or any proceeds turned over in respect of payments made in respect of the Super Senior Credit Facilities and certain Hedging Obligations or the Notes constituting Enforcement Proceeds (as defined in the Intercreditor Agreement) with respect to the Collateral.

The Guarantors, as at the Issue Date, will consist of certain of the Company's subsidiaries incorporated in Australia, England and Wales, France, Gibraltar, Italy, Portugal, Spain, Sweden and the United States. The Guarantors include both operating companies and various intermediate holding companies. As of March 31, 2025, the Guarantors and the Company, taken as a whole, represented approximately 98% of our consolidated assets and for the year ended March 31, 2025 represented approximately 99% of our Consolidated EBITDA. As of March 31, 2025, on a pro forma basis after giving effect to the Refinancing, the Company's subsidiaries that do not guarantee the Notes would have had no indebtedness outstanding. **In addition, due to limitations under applicable law, the Guarantees provided by Liligo, Go Voyages Trade, Vacaciones eDreams, eDreams S.R.L. and eDreams International are expected to be effectively limited to zero.** See "Risk Factors—Risks Related to the Notes and the Notes Guarantees—The granting of the Guarantees is restricted by local law" and "Limitations on the Validity and Enforceability of the Guarantees and Security Interests".

In addition, pursuant to the covenant described under the caption "—Certain Covenants—Additional Note Guarantees," subject to certain exceptions, any Restricted Subsidiary (i) that after the Issue Date is or becomes a Material Subsidiary (except for Restricted Subsidiaries which are Material Subsidiaries at the Issue Date but not Guarantors at the Issue Date and Restricted Subsidiaries that are not 90% or more owned by the Company) or (ii) that guarantees certain Indebtedness of other entities, will also be required to become a Guarantor.

The Note Guarantees are joint and several obligations of the Guarantors. The obligations of the Guarantors will be contractually limited under the applicable Note Guarantee to reflect limitations under applicable law with respect to maintenance of share capital, corporate benefit, fraudulent conveyance and other legal restrictions applicable to the Guarantors and their respective shareholders, directors and general partners. For a description of such limitations, see "Risk Factors—Risks Related to the Notes and the Note Guarantees—The granting of the Guarantees is restricted by local law." See also "Risk Factors—Risks Related to the Notes and the Note Guarantees—Fraudulent conveyance laws may limit your rights as a holder of notes."

Release of Note Guarantees

The Note Guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of such Guarantor (including by way of merger, consolidation, amalgamation or combination) to a Person that is not (either before or after giving effect to such transaction) the Company or any Restricted Subsidiary, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture, and all obligations of such Guarantor with respect to Indebtedness under the Super Senior Credit Facilities are also released;

(2) in connection with any sale of all of the Capital Stock of such Guarantor held by the Company or any Restricted Subsidiary (or of all of the Capital Stock of any direct or indirect parent company of such Guarantor held by the Company or any Restricted Subsidiary) to a Person that is not (either before or after giving effect to such transaction) the Company or any Restricted Subsidiary that results in such Guarantor ceasing to be a Restricted Subsidiary, if the sale does not violate the "Asset Sale" provisions of the Indenture, and all obligations of such Guarantor with respect to Indebtedness under the Super Senior Credit Facilities are also released;

(3) if the Company designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the applicable provisions of the Indenture;

(4) upon legal defeasance or covenant defeasance or discharge of the Notes as described under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge;"

(5) as described under the caption "—Amendment, Supplement and Waiver;"

(6) in the case of a Note Guarantee granted pursuant to the covenant described under the caption "—Certain Covenants—Additional Note Guarantees," upon the discharge of the Indebtedness or the release and discharge of the guarantee that gave rise to the obligation to guarantee the Notes;

(7) with respect to any Guarantor, upon written notice by the Company to the Trustee, as part of a Permitted Reorganization; or

(8) in accordance with an enforcement action pursuant to the Intercreditor Agreement and any Additional Intercreditor Agreement. See "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries."

No release and discharge of a Note Guarantee will be effective against the Trustee, the Security Agent or the holders of Notes until the Company shall have delivered to the Trustee and the Security Agent an Officer's Certificate stating that all conditions precedent provided for in the Indenture, the credit agreement governing the Super Senior Credit Facilities, the Intercreditor Agreement or the Security Documents relating to such release and discharge have been satisfied and that such release and discharge is authorized and permitted under the Indenture, the credit agreement governing the Super Senior Credit Facilities, the Intercreditor Agreement or the Security Documents and the Trustee shall be entitled to rely on such Officer's Certificate absolutely and without further verification or inquiry. At the request and expense of the Company, the Trustee, or the Security Agent, as applicable, will execute any documents reasonably required in order to evidence or effect such release, discharge and termination in respect of such Note Guarantee. Neither the Company, the Trustee, the Security Agent nor any Guarantor will be required to make a notation on the Notes to reflect any such release, termination or discharge.

Security

The Collateral

(a) The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over the issued share capital of Opodo Limited by the Company (the "Opodo Share Pledge") or over the entire issued share capital of the direct Subsidiary of the Company (other than Opodo Limited) (the "Direct Subsidiary Share Pledge"), as applicable; and

(b) The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over any Loan Receivables of the Company (together, the "Receivables Pledge" and, together with the assets pledged under the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) and the assets pledged under the Receivables Pledge, the "Collateral").

The Indenture will provide that the Collateral shall be granted substantially concurrently with the grant of such Collateral to secure the obligations under the Super Senior Credit Facilities within 60 days of the Issue Date.

Subject to certain conditions, including compliance with the covenant described under the caption "—Certain Covenants—Liens," the Company is permitted to pledge or cause its Subsidiaries to pledge the Collateral in connection with future incurrence of Indebtedness, including issuances of Additional Notes, to the extent permitted

under the Indenture. The Collateral can also be released from the Liens of the Security Documents under certain circumstances. See "—Release of Security Interests" below.

Administration of Collateral and Enforcement of Liens

The Collateral will be administered by a Security Agent pursuant to the terms of the Security Documents and the Intercreditor Agreement for the benefit of all holders of the Notes, the finance parties under the Super Senior Credit Facilities, the counterparties under certain Hedging Obligations and certain other future secured creditors pursuant to the Intercreditor Agreement. For a description of the Intercreditor Agreement, see "Description of Other Indebtedness—Intercreditor Agreement."

The ability of holders of the Notes to realize upon the Collateral will be subject to various bankruptcy law limitations in the event of the Company's bankruptcy and various limitations on enforcement contained in the Intercreditor Agreement. See "Risk Factors—Risks Related to the Notes and the Note Guarantees—Fraudulent conveyance laws may limit your rights as a holder of notes" and "Risk Factors—Risks Related to the Notes and the Note Guarantees—Local insolvency laws may not be as favorable to you as the insolvency laws of another jurisdiction with which you may be more familiar."

The rights of the holders of the Notes with respect to the Collateral must be exercised by the Security Agent. Because the holders of the Notes are not a party to the Security Documents, holders may not, individually or collectively, take any direct action to enforce any rights in their favor under the Security Documents. The holders may only act through the Security Agent. The Security Agent will agree to any release of the security interest created by the Security Documents in accordance with terms of the Indenture and the Intercreditor Agreement without requiring any consent of the holders of the Notes. Subject to the terms of the Intercreditor Agreement, the holders of the Notes will, in certain circumstances, share in or have the ability to direct the Trustee to direct the Security Agent to commence enforcement action under the Security Documents. However, in enforcing the Liens provided for under the Security Documents, the Security Agent will take direction from the Trustee (subject to the terms of the Intercreditor Agreement). See "Description of Other Indebtedness—Intercreditor Agreement."

Subject to the terms of the Security Documents, until the acceleration of amounts due under the Notes in accordance with the Indenture, the Company and other pledgors will be entitled to exercise any and all voting rights in a manner which does not materially adversely affect the validity or enforceability of the Liens created under the Security Documents or the value of the Collateral and to receive and retain any and all cash dividends, stock dividends, liquidating dividends, non-cash dividends, shares of stock resulting from stock splits or reclassifications, rights issue, warrants, options and other distribution (whether similar or dissimilar to the foregoing) in respect of the shares that are part of the Collateral.

The value of the Collateral securing the Notes may not be sufficient to satisfy their respective obligations under the Notes and the Collateral may be reduced or diluted under certain circumstances, including the issuance of Additional Notes or other future incurrences of Indebtedness and the disposition of assets comprising the Collateral, subject to the terms of the Indenture.

No appraisals of the Collateral have been prepared by or on behalf of the Company, the Guarantors, the Security Agent or the Trustee in connection with this issuance of the Notes. There can be no assurance that the proceeds of any sale of Collateral, in whole or in part, pursuant to the Intercreditor Agreement and the Security Documents following an Event of Default, would be sufficient to satisfy the amounts due on the Notes. By its nature, all of the Collateral is likely to be illiquid and may have no readily ascertainable market value. Accordingly, there can be no assurance that the Collateral would be sold in a timely manner or at all.

The Security Documents entered into on the Issue Date are governed by the laws of England and Wales and the Security Documents entered into in connection with any Direct Subsidiary Share Pledge will be governed by the laws of the jurisdiction of incorporation of the relevant direct Subsidiary of the Company.

Release of Security Interests

All of the Liens granted under the Security Documents will be automatically and unconditionally released in accordance with the terms and conditions in the Indenture upon Legal Defeasance or Covenant Defeasance as

described under the caption "—Legal Defeasance and Covenant Defeasance," if all obligations under the Indenture are discharged in accordance with the terms of the Indenture or as otherwise permitted in accordance with the Indenture, including but not limited to the covenant described under the caption "—Certain Covenants—Impairment of Security Interest," the Security Documents and the Intercreditor Agreement.

The Liens on any Collateral granted in the Security Documents will be released:

(1) in connection with any sale or other disposition of such Collateral, if the sale or other disposition does not violate the Indenture, and all liens on such Collateral securing Indebtedness under the Super Senior Credit Facilities are also released;

(2) to the extent that such Collateral is sold or otherwise disposed of pursuant to an enforcement of the security over such Collateral under the applicable Security Document(s) in accordance with the Intercreditor Agreement;

(3) as described under the caption "—Amendment, Supplement and Waiver;"

(4) to the extent permitted by the terms of the Indenture, the Security Documents or the Intercreditor Agreement (or any Additional Intercreditor Agreement), as part of any Permitted Reorganization; or

(5) in connection with a transaction permitted by the covenant described under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets."

The Security Agent will take all reasonable action required to effectuate any release of any Lien on any Collateral granted in the Security Documents, in accordance with the provisions of the Indenture and the Intercreditor Agreement and the relevant Security Document. Each of the releases set forth above shall be effected by the Security Agent without the consent of the holders of the Notes or any action on the part of the Trustee (unless action is required by it to effect such release).

Intercreditor Agreement

On or before the Issue Date, the Trustee shall enter into an Intercreditor Agreement with, among others, the facility agent under the Super Senior Credit Facilities, the Company, various subsidiaries of the Company, and the Security Agent, as described under "Description of Other Indebtedness—Intercreditor Agreement" and attached hereto as Annex B. The Security Documents and the Collateral will be administered by the Security Agent pursuant to the Intercreditor Agreement for the benefit of the Trustee and the holders of the Notes, the creditors under the Super Senior Credit Facilities and certain future Indebtedness of the Company and its Subsidiaries permitted to be incurred and secured pursuant to the Indenture and the Intercreditor Agreement.

Pursuant to the terms of the Intercreditor Agreement, liabilities in respect of obligations under the Super Senior Credit Facilities and certain Hedging Obligations will receive priority to obligations under the Notes and Note Guarantees with respect to any proceeds received upon any enforcement over the Collateral notwithstanding that any first ranking security is purported to be granted *pari passu* between the lenders under the Super Senior Credit Facilities, the counterparties under certain Hedging Obligations and the holders of the Notes. Any proceeds received upon any enforcement over the Collateral, after all obligations under the Super Senior Credit Facilities and liabilities of the facility agent thereunder and certain fees and expenses of the Trustee have been repaid will be applied *pro rata* in repayment of all obligations under the Indenture and the Notes and any other Indebtedness of the Company and the Restricted Subsidiaries permitted to be incurred and secured by the Collateral on the same basis pursuant to the Indenture and the Intercreditor Agreement.

The Trustee and the creditors under the Super Senior Credit Facilities and the other secured parties under the Intercreditor Agreement will have, and by accepting a Note, each holder of a Note will be deemed to have, irrevocably appointed Société Générale as Security Agent to act as its security agent under the Intercreditor Agreement, the Notes, the Indenture, including the Note Guarantees, and the Security Documents (together, the "Finance Documents"). The Trustee and the creditors under the Super Senior Credit Facilities and the other secured parties under the Intercreditor Agreement will have, and by accepting a Note, each holder of a Note will be deemed to have, irrevocably authorized the Security Agent to perform the duties and exercise the rights, powers and discretions that are specifically given to

it under the Intercreditor Agreement or other Finance Documents, together with any incidental rights, power and discretions.

Additional Notes

From time to time, subject to compliance with the covenant described under the captions "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" and "—Certain Covenants—Liens," the Company is permitted to issue additional Notes, which shall have terms substantially identical to the Notes except in respect of any of the following terms which shall be set forth in an Officer's Certificate delivered by the Company to the Trustee ("Additional Notes"):

(1) the title of such Additional Notes;

(2) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to the Indenture;

(3) the date or dates on which such Additional Notes will be issued and will mature;

(4) the rate or rates (which may be fixed or floating) at which such Additional Notes shall bear interest and, with respect to Additional Notes with floating interest, the interest rate basis, formula or other method of determining such interest rate or rates, the date or dates from which such interest shall accrue, the interest payment dates on which such interest shall be payable or the method by which such dates will be determined, the record dates for the determination of holders thereof to whom such interest is payable and the basis upon which such interest will be calculated;

(5) the currency or currencies in which such Additional Notes shall be denominated and the currency in which cash or government obligations in connection with such series of Additional Notes may be payable;

(6) the date or dates and price or prices at which, the period or periods within which, and the terms and conditions upon which, such Additional Notes may be redeemed, in whole or in part;

(7) in the case of Additional Notes with a floating interest date, the date or dates and price or prices at which, the period or periods within which, and the terms and conditions upon which, such Additional Notes may be redeemed, in whole or in part;

(8) if other than in denominations of €100,000 and in integral multiples of €1,000 in excess thereof, the denominations in which such Additional Notes shall be issued and redeemed; and

(9) the ISIN, CUSIP, common code or other securities identification numbers with respect to such Additional Notes.

Such Additional Notes will be treated, along with all other Notes, as a single class for the purposes of the Indenture, including, without limitation, with respect to waivers, amendments and all other matters which are not specifically distinguished for such series; *provided, however*, that Additional Notes that are not fungible with the Notes for U.S. federal income tax purposes shall have a separate CUSIP, ISIN or other identifying number from the Notes. Unless the context otherwise requires, for all purposes of the Indenture and this "Description of the Notes," references to "Notes" shall be deemed to include references to the Notes initially issued on the Issue Date as well as any Additional Notes. Additional Notes may also be designated to be of the same series as the Notes initially issued on the Issue Date, but only if they have terms substantially identical in all material respects to such initial Notes.

Principal and Maturity

The Company issued Notes in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. For so long as the Notes are listed on the Official List of the LuxSE and admitted to trading on the Euro MTF Market and the rules of this exchange so require, the Company will publish a notice of any change in these denominations in accordance with the requirements of such rules. The Notes will mature on December 30, 2030.

The rights of holders of beneficial interests in the Notes to receive the payments on such Notes are subject to applicable procedures of Euroclear and Clearstream. If the due date for any payment in respect of any Notes is not a

Business Day at the place at which such payment is due to be paid, the holders of such Notes will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

Interest

Interest on the Notes will accrue on the aggregate principal amount at the rate of 4.875% per annum and will be payable semi-annually in arrears on June 30 and December 30 of each year, commencing on December 30, 2025. The Company will make each interest payment to the holders of record on the Business Day immediately preceding the related interest payment date. The reimbursement price of the Notes at maturity will be 100% of the principal amount then outstanding.

Interest on the Notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period shall end on (but not include) the relevant interest payment date.

Methods of Receiving Payments on the Notes

The Company will pay all principal, interest, premium, and Additional Amounts, if any, on the Global Notes (as defined below) at the corporate trust office or agency of the paying agent; *provided* that all such payments with respect to Notes represented by one or more Global Notes (as defined below) registered in the name of or held by a nominee of the common depositary for accounts of Euroclear or Clearstream, as applicable, will be made by wire transfer of immediately available funds to Euroclear or Clearstream, which will credit the account specified by such holders of the Notes.

Payments of principal of and premium, if any, on each Note in definitive registered form ("Definitive Registered Notes") will be made by transfer on the due date to an account maintained by the payee pursuant to details provided by the holder or, if requested by the holder, by check, in each case against presentation and surrender (or, in the case of partial payment only, endorsement) of the relevant Definitive Registered Note at the office of any Paying Agent. Payments of interest in respect of each Definitive Registered Note will be made by transfer on the due date to an account maintained by the payee (the holder and account details of which appear on the register of holders at the close of business on the relevant record date) or, if requested by the holder, by check mailed on the relevant due date (or if that is not a Business Day, the immediately succeeding Business Day) to the holder (or to the first named of joint holders) of the Definitive Registered Note appearing on the register of holders at the close of business at the address shown on the register of holders on such record date. Payments in respect of principal of, premium, if any, and interest on the Definitive Registered Notes are subject in all cases to any tax or other laws and regulations applicable in the place of payment but without prejudice to the provisions described under the captions "—Optional Tax Redemption" and "—Additional Amounts." The Paying Agent may require payment of a sum sufficient to cover any transfer tax or similar governmental charge in connection with any payment transfer instructions received by the Paying Agent. Definitive Registered Notes, if issued, will only be issued in registered form.

Paying Agent and Registrar for the Notes

The Company undertakes that it will maintain one or more registrars (each a "Registrar"). The initial Registrar will be Deutsche Bank Luxembourg S.A. The Registrar will maintain a register (the "Register") reflecting ownership of Definitive Registered Notes outstanding from time to time and will make payments on Definitive Registered Notes on behalf of the Company.

The Company will also maintain a transfer agent (the "Transfer Agent"). The initial Transfer Agent will be Deutsche Bank AG, London Branch. The Transfer Agent is responsible for, among other things, facilitating any transfers or exchanges of beneficial interests in different Global Notes (as defined below) between holders.

The Company may change the Paying Agent, the Transfer Agent or the Registrar without prior notice to the holders. The Company or any of its subsidiaries may act as Paying Agent or Registrar in respect of the Notes. For so long as the Notes are listed on the Official List of the LuxSE and admitted to trading on the Euro MTF Market and the rules of this exchange so require, the Company will publish a notice of any change of Paying Agent, Transfer Agent or Registrar in accordance with the requirements of such rules.

Form of Notes

The Notes were issued in the form of global notes (the "Global Notes") in registered form and were issued in minimum denominations of €100,000 principal amount and integral multiples of €1,000. The Notes are serially numbered. In no event will Definitive Registered Notes in bearer form be issued. See "Book-Entry, Delivery and Form."

Additional Amounts

All payments made by or on behalf of the Company under or with respect to the Notes or any of the Guarantors with respect to any Note Guarantee will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, levies, imposts, assessments or similar governmental charges (collectively, "Taxes") unless the withholding or deduction of such Taxes is then required by law. If such withholding or deduction is imposed or levied by or on behalf of (1) any jurisdiction in which the Company or any Guarantor is or was incorporated, organized or resident for tax purposes or (2) any jurisdiction from or through which payment is made by or on behalf of the Company or any Guarantor (including the jurisdiction of any Paying Agent) (each such jurisdiction in (1) and (2), including any political subdivision thereof or therein, a "Tax Jurisdiction"), the Company or the relevant Guarantor, as applicable, will pay such additional amounts (the "Additional Amounts") as may be necessary in order that the net amounts received in respect of such payments by each holder after such withholding or deduction (including any such withholding or deduction from such Additional Amounts) will equal the respective amounts that would have been received in respect of such payments in the absence of such withholding or deduction; *provided*, *however*, that no Additional Amounts will be payable with respect to:

(1) any Taxes, to the extent such Taxes would not have been imposed but for the existence of any present or former connection between the holder or the beneficial owner of the Notes (or between a fiduciary, settlor, beneficiary, partner of, member or shareholder of, or possessor of a power over, the relevant holder, if the relevant holder is an estate, trust, nominee, partnership, limited liability company or corporation) and the relevant Tax Jurisdiction (including being or having been a citizen, resident, or national thereof or being or having been present or engaged in a trade or business therein or having or having had a permanent establishment therein), but excluding any connection arising merely from the holding of such Note, the enforcement of rights under such Note or under a Note Guarantee or the receipt of any payments in respect of such Note or a Note Guarantee;

(2) any Taxes, to the extent such Taxes were imposed as a result of the presentation of a Note for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the holder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30-day period);

(3) any estate, inheritance, gift, sales, excise, transfer, personal property or similar Taxes;

(4) any Taxes payable other than by deduction or withholding from payments under, or with respect to, the Notes or with respect to any Note Guarantee;

(5) any Taxes to the extent such Taxes are imposed or withheld by reason of the failure of the holder or beneficial owner of Notes, following the Company's written request addressed to the holder (and made at a time that would enable the holder or beneficial owner acting reasonably to comply with that request, and in all events, at least 30 days before any such withholding or deduction), to comply with any certification, identification, information or other reporting requirements, whether required by statute, treaty, regulation or administrative practice of a Tax Jurisdiction, as a precondition to any applicable exemption from, or reduction in the rate of deduction or withholding of, Taxes imposed by the Tax Jurisdiction (including, without limitation, a certification that the holder or beneficial owner is not resident in the Tax Jurisdiction);

(6) any Taxes deducted, withheld or imposed on, or with respect to, a Note or Note Guarantee to the extent the Issuer or a Guarantor, as the case may be, has not received in a timely manner a duly executed and completed payment statement from the Paying Agent, as may be required in order to comply with the procedures set

forth under Law 10/2014 and Royal Decree 1065/2007 of 27 July, as amended by Royal Decree 1145/2011 of 29 July, and any implementing legislation or regulation;

(7) in the case of a successor Person to the Company that is organized or resident for tax purposes in the United States, any Taxes imposed on interest received by a person owning, actually or constructively, 10% or more of the total combined voting power of all classes of stock of such successor Person entitled to vote;

(8) any Taxes imposed pursuant to Sections 1471 through 1474 of the Code ("FATCA"), current or future regulations or official interpretations thereof, any agreement entered pursuant to Section 1471(b) of the Code, any intergovernmental agreement for the implementation of FATCA or any similar law, regulations or practices adopted pursuant to such intergovernmental agreement; or

(9) any combination of items (1) through (8) above.

Nor will any Additional Amounts be paid to a holder that is a fiduciary, partnership or person other than the sole beneficial owner of any payment to the extent that such payment would be required to be included in the income under the laws of a Tax Jurisdiction, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, or a member of that partnership or a beneficial owner who would not have been entitled to such Additional Amounts had that beneficiary, settlor, partner or beneficial owner been the holder thereof.

In addition to the foregoing, the Company and the Guarantors will also pay and indemnify the holder for any present or future stamp, issue, registration, court or documentary taxes, or any other excise or property taxes, charges or similar levies (including penalties, interest and any other reasonable expenses related thereto) which are levied by any Tax Jurisdiction on the execution, delivery, issuance or registration of any of the Notes, the Indenture, any Note Guarantee or any other document referred to therein (other than a transfer of the Notes after this issuance), or any such taxes, charges or similar levies imposed by any jurisdiction as a result of, or in connection with, the enforcement of any of the Notes or any Note Guarantee.

If the Company or any Guarantor, as the case may be, becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to the Notes or any Note Guarantee, each of the Company or the relevant Guarantor, as the case may be, will deliver to the Trustee on a date that is at least 30 days prior to the date of that payment (unless the obligation to pay Additional Amounts arises less than 45 days prior to that payment date, in which case the Company or the relevant Guarantor shall notify the Trustee promptly thereafter) an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The Officer's Certificate(s) must also set forth any other information reasonably necessary to enable the Paying Agents to pay Additional Amounts to holders on the relevant payment date. The Company or the relevant Guarantor, as the case may be, will also provide the Trustee with documentation satisfactory to the Trustee evidencing payment of Additional Amounts. The Trustee shall be entitled to rely solely without further investigation or verification on the part of the Trustee on such Officer's Certificate as conclusive proof that such payments are necessary.

The Company or the relevant Guarantor, if it is the applicable withholding agent, will make all withholdings and deductions required by law and will timely remit the full amount deducted or withheld to the relevant Tax authority in accordance with applicable law. The Company or the relevant Guarantor will use its reasonable efforts to obtain Tax receipts from each Tax authority evidencing the payment of any Taxes so deducted or withheld. The Company or the relevant Guarantor will furnish to the Trustee (or to a holder upon written request), within a reasonable time after the date the payment of any Taxes so deducted or withheld is made, certified copies of Tax receipts evidencing payment by the Company or a Guarantor, as the case may be, or if, notwithstanding such entity's efforts to obtain receipts, receipts are not obtained, other evidence of payments (reasonably satisfactory to the Trustee) by such entity. If requested by the Trustee, the Company or the Guarantors will provide to the Trustee such information as may be in the possession of the Company or the Guarantors (and not otherwise in the possession of the Trustee) to enable the Trustee to determine the amount of withholding taxes attributable to any particular holder; *provided*, *however*, that in no event shall the Company or the Guarantors be required to disclose any information that it reasonably deems to be confidential.

Whenever in the Indenture or in this "Description of the Notes" there is mentioned, in any context, the payment of amounts based upon the principal amount of the Notes or of principal, interest or of any other amount payable

under, or with respect to, any of the Notes or any Note Guarantee, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The above obligations will survive any termination, defeasance or discharge of the Indenture, and any transfer by a holder or beneficial owner of its Notes, and will apply, *mutatis mutandis*, to any jurisdiction in which any successor Person to the Company or any Guarantor is incorporated, organized or resident for tax purposes or any jurisdiction from or through which such Person makes any payment on the Notes (or any Note Guarantee), in each case, including any political subdivision thereof or therein, which jurisdiction shall, if not already a Tax Jurisdiction, thereafter be considered a Tax Jurisdiction for purposes of the Notes' terms.

Optional Redemption

At any time prior to June 30, 2027, at the option of the Company, the Company may, upon giving not less than 10 nor more than 60 days' notice to the holders of the Notes, on any one or more occasions redeem up to 40% of the aggregate principal amount of the Notes (including the aggregate principal amount of any Additional Notes) issued under the Indenture at a redemption price of 104.875% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), with the Net Cash Proceeds of one or more Equity Offerings; *provided* that:

(1) at least 50% of the aggregate principal amount of the Notes issued under the Indenture remain outstanding immediately after the occurrence of such redemption (calculated after giving effect to any issuance of Additional Notes but excluding Notes held by the Company and its Subsidiaries); and

(2) the redemption occurs within 120 days of the date of the closing of such Equity Offering.

On or after June 30, 2027, at the option of the Company, the Company may redeem all or a part of the Notes upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to, but excluding, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve month period beginning on June 30 of the years indicated below:

Year	Percentage
2027	102.4375%
2028	101.2188%
2029 and thereafter	100.0000%

In addition, the Company may at any time prior to June 30, 2027, upon giving not less than 10 nor more than 60 days' notice to the holders of the Notes, at its option on one or more occasions redeem all or a portion of the Notes (which includes Additional Notes, if any) at a redemption price equal to the sum of:

(1) 100% of the principal amount thereof, *plus*

(2) accrued and unpaid interest, if any, to, but excluding, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), *plus*

(3) the Applicable Premium at the redemption date, subject to the right of holders of record on the relevant record date to receive interest due on any interest payment date occurring on or prior to the redemption date.

In addition, at any time prior to June 30, 2027, the Company may, at its option, on not less than 10 nor more than 60 days' prior notice, redeem in each calendar year up to 10% of the original aggregate principal amount of Notes (including Additional Notes of this series), at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest and Additional Amounts (if any) to, but excluding, the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

General

Any redemption notice given in respect of the redemption of the Notes (including in connection with an Equity Offering, an incurrence of Indebtedness, a Change of Control or other transaction, but excluding any notice of redemption given in connection with an optional tax redemption) may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, including, but not limited to, the completion or occurrence of the relevant transaction, as the case may be. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Company's discretion, the redemption date may be delayed until such time (*provided*, *however*, that any redemption date shall not be more than 60 days after the date of the notice of redemption) as any or all such conditions shall be satisfied or waived, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the redemption date, or by the redemption date as so delayed, or such notice may be rescinded at any time in the Company's discretion if in the good faith judgment of the Company any or all of such conditions will not be satisfied. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

Notwithstanding the foregoing, in connection with any tender offer (including, for the avoidance of doubt, any Change of Control Offer or Asset Sale Offer (each as defined herein)) for the Notes, if holders of not less than 90% in the aggregate principal amount of the then outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Company, or any third party making such tender offer in lieu of the Company, purchases all of the Notes validly tendered and not withdrawn by such holders, all of the holders of Notes will be deemed to have consented to such tender offer and, accordingly, the Company or such third party, will have the right, upon not less than 10 days' nor more than 60 days' prior written notice to the holders of the Notes, given not more than 30 days following such tender offer expiration date, to redeem the Notes that remain outstanding in whole, but not in part, following such purchase at a price equal to the price offered to each other holder (excluding any early tender or incentive fee) in such tender offer, plus, to the extent not included in the tender offer payment, accrued and unpaid interest and Additional Amounts, if any, thereon, to, but excluding, such redemption date.

Mandatory Redemption

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Optional Tax Redemption

The Company may redeem the Notes, in whole but not in part, at its discretion at any time upon giving not less than 10 nor more than 60 days' prior notice to the holders of the Notes (which notice will be irrevocable and given in accordance with the procedures described under the caption "—Selection and Notice"), at a redemption price equal to 100% of the aggregate principal amount thereof, together with accrued and unpaid interest, if any, to the date fixed by the Company for redemption (a "Tax Redemption Date") and all Additional Amounts (if any) then due and which will become due on the Tax Redemption Date as a result of the redemption or otherwise (subject to the right of holders of such Notes on the relevant record date to receive interest due on the relevant interest payment date and Additional Amounts (if any) in respect thereof), if on the next date on which any amount would be payable in respect of such Notes or any Note Guarantee in respect of such Notes, (i) the Company under or with respect to such Notes or any of the Guarantors with respect to any Note Guarantee in respect of such Notes, as the case may be, is or would be required to pay Additional Amounts and the Company cannot avoid any such payment obligation by taking reasonable measures available (including, for the avoidance of doubt, the appointment of a new Paying Agent under the caption "—Paying Agent and Registrar for the Notes" or, in respect of a payment under a Note Guarantee, payment by or through another Guarantor or the Company) or (ii) the Company or any of the Guarantors, as the case may be, would not be entitled to claim a deduction in computing tax liabilities in Spain in respect of any interest to be paid on the next interest payment date; and the requirement arises as a result of:

(1) any amendment to, or change in, the laws or any regulations or rulings promulgated thereunder of a relevant Tax Jurisdiction which change or amendment becomes effective on or after the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, such later date) and which was not publicly and formally announced prior to

the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, such later date); or

(2) any amendment to, or change in, an official written interpretation or application of such laws, regulations or rulings (including by virtue of a holding, judgment, order by a court of competent jurisdiction or a change in published administrative practice) of a relevant Tax Jurisdiction which amendment or change becomes effective on or after the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, after such later date) and which was not publicly and formally announced prior to the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, such later date)

(each of the foregoing clauses (1) and (2), a "Change in Tax Law").

The Company will not give any such notice of redemption earlier than 60 days prior to the earliest date on which the Company or the applicable Guarantor, as the case may be, would be obligated to make such payment of Additional Amounts or withholding, or would not be entitled to claim a deduction in computing tax liabilities in Spain in respect of any interest to be paid on the next interest payment date, if a payment in respect of the Notes were then due, and the obligation to pay Additional Amounts, or the non-deductibility of interest, must be in effect at the time such notice is given.

Prior to the publication or, where relevant, mailing of any notice of redemption of the Notes pursuant to the foregoing, the Company will deliver to the Trustee an opinion of independent tax counsel of recognized standing with respect to such matters to the effect that there has been such Change in Tax Law which would entitle the Company to redeem the Notes hereunder. In addition, before the Company publishes or mails notice of redemption of the Notes as described above, it will deliver to the Trustee an Officer's Certificate setting forth a statement of facts showing that the conditions precedent to the right of the Company to so redeem have been satisfied (including that the Company cannot avoid its or a Guarantor's obligation to pay Additional Amounts by taking reasonable measures available to it).

The Trustee will accept and shall be entitled to rely on such Officer's Certificate and opinion of counsel as sufficient evidence of the existence and satisfaction of the conditions precedent as described above, in which event it will be conclusive and binding on the holders.

The foregoing provisions shall apply (a) to a Guarantor only at or after such time as such Guarantor is obligated to make at least one payment on the Notes and (b) *mutatis mutandis* to any successor Person, after such successor Person becomes a party to the Indenture, with respect to a Change in Tax Law occurring after the time such successor Person becomes a party to the Indenture.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, each holder of Notes will have the right to require the Company to repurchase all or any part (equal to €100,000 or integral multiples of €1,000 in excess thereof) of that holder's Notes pursuant to an offer on the terms set forth in the Indenture (a "Change of Control Offer"). In the Change of Control Offer, the Company will offer a payment (the "Change of Control Payment") in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase. Within 30 days following any Change of Control, the Company will mail a notice to each holder of the Notes describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the date specified in the notice (the "Change of Control Payment Date"), which date will be no earlier than 10 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the Indenture and described in such notice. The Company will comply with the requirements of Rule 14e-1 under the Exchange Act (taking into account SEC no action positions) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes and the related Note Guarantees as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, the Company will comply with the applicable

securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such compliance.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the relevant Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The relevant Paying Agent will promptly mail to each holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Note will be in a principal amount of €100,000 or, if greater, an integral multiple of €1,000.

The provisions described above that require the Company to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the holders of the Notes to require the Company to repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer. The Company also will not be required to make a Change of Control Offer following a Change of Control if it has theretofore issued a redemption notice in respect of all of the Notes in the manner and in accordance with the provisions described under the caption "—Optional Redemption" and thereafter purchases all of the Notes pursuant to such notice. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The definition of "Change of Control" includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require the Company to repurchase its Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Company and its Restricted Subsidiaries taken as a whole to another Person or group may be uncertain.

In addition, the definitions of "Change of Control" and "Permitted Holders" expressly permit third parties to obtain control of the Company in a transaction which is a Specified Change of Control Event without any obligation to make a Change of Control Offer.

Subject to the covenants described in this "Description of the Notes", the Company could enter into certain transactions, including acquisitions, refinancings or other recapitalizations which, though not constituting a Change of Control under the Indenture, could increase the amount of outstanding debt or otherwise affect the Company's capital structure or credit ratings. In addition, we may not be able to finance the payments required for a Change of Control Offer. See "Risk Factors—Risks Related to the Notes and the Notes Guarantees—We may not have the ability to raise the funds necessary to finance an offer to repurchase the Notes upon the occurrence of certain events constituting a change of control."

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the Company or the Paying Agent will select Notes for redemption as follows:

(1) if the Notes are listed on any national securities exchange, in compliance with the requirements, if any, of the principal national securities exchange on which the Notes are listed as certificated to the Trustee and/or the Paying Agent by the Company and in compliance with the requirements of Euroclear and Clearstream; or

(2) if the Notes are not listed on any national securities exchange or such exchange prescribes no method of selection and the Notes are not held through Euroclear or Clearstream or Euroclear or Clearstream prescribe no method of selection, then on a pro rata basis, or by lot.

No Notes may be redeemed in part such that the remainder of the Note is less than €100,000 in aggregate principal amount and only Notes in integral multiples of €1,000 will be redeemed. Notices of redemption will be mailed by first class mail at least 10 but not more than 60 days before the redemption date to each holder of Notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. For Notes represented by global certificates held on behalf of Euroclear and Clearstream, notices may be given by delivery to Euroclear and Clearstream for communication to entitled account holders in substitution for aforesaid mailing.

In addition, so long as the Notes are listed on the Official List of the LuxSE and traded on the Euro MTF Market and its rules so require, all notices to holders of the Notes will also be supplied to the LuxSE and are expected to be published at www.luxse.com. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. In the case of Definitive Registered Notes, notices will be mailed to holders of the Notes by first class mail at their respective addresses as they appear on the records of the Registrar. If and so long as the Notes are listed on any other securities exchange, notices will also be given in accordance with any applicable requirements of such securities exchange. Notices given by publication will be deemed given on the first date on which publication is made. Notices given by first class mail, postage paid, will be deemed given five calendar days after mailing whether or not the addressee receives it.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of that Note that is to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the holder of Notes upon cancellation of the original Note and will be collectible at the offices of the Paying Agent. Notes called for redemption become due on the date fixed for redemption. In the case of Notes represented by global certificates, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

Prescription

Claims against the Company or any Guarantor for the payment of principal of, or interest, premium, or Additional Amounts, if any, on the Notes will become void unless presentation for payment is made as required in the Indenture within a period of seven years, in the case of principal, or five years, in the case of interest, premium or Additional Amounts, if any, from the applicable original payment date therefor.

Certain Covenants

Restricted Payments

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Company's or any Restricted Subsidiary's Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any Restricted Subsidiary) or to the direct or indirect holders of the Company's or any Restricted Subsidiary's Equity Interests in their capacity as such (other than (A) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company or

Subordinated Shareholder Debt, (B) dividends or distributions to the Company or any Restricted Subsidiary and (C) pro rata dividends or distributions made by a Subsidiary that is not a Wholly Owned Restricted Subsidiary to minority stockholders (or owners of any equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company;

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value (x) any Indebtedness that is subordinated in right of payment to the Notes or the Note Guarantees (excluding (i) any intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries, and (ii) any Indebtedness incurred by the Company and/or any of its Restricted Subsidiaries under clause (19) of the definition of Permitted Debt), except a payment of interest or principal at the Stated Maturity thereof or (y) any Subordinated Shareholder Debt; or

(4) make any Restricted Investment (all such payments and other actions set forth in these clauses (1) through (4) being collectively referred to as "Restricted Payments"),

unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment; and

(2) the Company would, after giving pro forma effect to such Restricted Payment (including the application thereof) as if such Restricted Payment had been made at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such Restricted Payment, have been permitted to incur at least €1.00 of additional Indebtedness (other than Permitted Debt) pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described under the caption "— Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock;" and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (8), (10), (11), (12) and (13) of the next succeeding paragraph), is less than the sum, without duplication, of:

(a) 50% of the aggregate Consolidated Net Income of the Company for the period (taken as one accounting period) from the first day of the first full fiscal quarter immediately prior to the Issue Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment; *provided* that the amount taken into account pursuant to this clause (a) in respect of each fiscal quarter shall not be less than zero, ***plus***

(b) 100% of the aggregate net cash proceeds and Fair Market Value of marketable securities received by the Company since the Issue Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of the Company or from Subordinated Shareholder Debt), ***plus***

(c) 100% of any dividends or distributions (including payments made in respect of loans or advances) received by the Company or any Restricted Subsidiary after the Issue Date from an Unrestricted Subsidiary or a Permitted Joint Venture, to the extent that such dividends or distributions were not otherwise included in Consolidated Net Income of the Company for such period (*provided* that such dividends or distributions are not included in the calculation of that amount of Permitted Investments permitted under clause (11) of the definition thereof), ***plus***

(d) to the extent that any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary after the Issue Date, the Fair Market Value of the Company's Investment in such Subsidiary as of the date of such redesignation, *plus*

(e) to the extent that any Restricted Investment that was made after the Issue Date is sold for cash or otherwise liquidated or repaid for cash or Cash Equivalents (including, without limitation, any sale for cash or other Cash Equivalents of an Equity Interest in an Unrestricted Subsidiary), the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any), *plus*

(f) 100% of the cash received by the Company since the Issue Date in connection with the incurrence of any Subordinated Shareholder Debt, *plus*

(g) upon the full and unconditional release of a Restricted Investment that is a guarantee made by the Company or any Restricted Subsidiary to any Person, an amount equal to the amount of such Restricted Investment, *plus*

(h) €90.0 million.

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of the Indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of the Company or any Restricted Subsidiary or of any Equity Interests of the Company by conversion into (in the case of subordinated Indebtedness) or in exchange for, or out of the Net Cash Proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock) or Subordinated Shareholder Debt or from the substantially concurrent contribution of equity capital to the Company; *provided* that the amount of any such Net Cash Proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition will be excluded from clause (3)(b) of the preceding paragraph;

(3) the defeasance, redemption, repurchase or other acquisition or retirement of subordinated Indebtedness of the Company or any Guarantor with the Net Cash Proceeds from an incurrence of Permitted Refinancing Indebtedness in respect of such subordinated Indebtedness;

(4) any Restricted Payment made by exchange for, or out of the proceeds of the substantially concurrent sale of, Equity Interests of the Company (other than Disqualified Stock) or a substantially concurrent cash capital contribution received by the Company on account of its Equity Interests (other than Disqualified Stock); *provided*, *however*, that the Net Cash Proceeds from such sale or cash capital contribution shall be excluded from clause (3)(b) of the preceding paragraph;

(5) the repurchase, redemption or other acquisition for value of Equity Interests of any non-Wholly Owned Restricted Subsidiary of the Company if, as a result of such purchase, redemption or other acquisition, the Company increases its percentage ownership, directly or indirectly through any Restricted Subsidiary, of such non-Wholly Owned Restricted Subsidiary;

(6) the repurchase, redemption or other acquisition for value of Equity Interests of the Company or any Restricted Subsidiary representing fractional shares of such Equity Interests in connection with a merger, consolidation, amalgamation or other combination of the Company or any Restricted Subsidiary;

(7) loans or advances made to employees, officers or directors in the ordinary course of business in amounts not exceeding the greater of (a) €5.5 million and (b) 3.0% of Consolidated EBITDA, at any time outstanding;

(8) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Company or any preferred stock of any Restricted Subsidiary issued on or after the Issue

Date in accordance with the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock";

(9) the purchase, repurchase, redemption or other acquisition of any Equity Interests of the Company in connection with an anticipated distribution of such Equity Interests to any current or former officer, director, employee or consultant of the Group pursuant to any equity incentive plan or arrangement, equity subscription agreement, stock option agreement, restricted stock grant, shareholders' agreement or similar agreement; *provided* that in any fiscal year (with unused amounts in any fiscal year being carried over to succeeding fiscal years) the aggregate price paid for all such purchased, repurchased, redeemed or acquired Equity Interests may not exceed the greater of (a) €27.0 million and (b) an amount equal to 15.0% of Consolidated EBITDA for such fiscal year; *provided*, *further*, that such amount in any fiscal year may be increased by an amount not to exceed (A) the cash proceeds from the sale of Equity Interests of the Company received by the Company during such fiscal year to members of management, directors, employees or consultants of the Company and (B) the cash proceeds of key man life insurance policies, in each case to the extent the cash proceeds have not otherwise been applied to the making of Restricted Payments pursuant to clause (3)(b) of the preceding paragraph or clause (4) of this paragraph;

(10) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(11) Restricted Payments; *provided* that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such Restricted Payment, on a pro forma basis, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Gross Leverage Ratio of no more than 2.00 to 1.00;

(12) other Restricted Payments made after the Issue Date in an amount (measured on the date each such Restricted Payment was made and without giving effect to subsequent changes in value) when taken together with all other Restricted Payments made pursuant to this clause (12) not to exceed the greater of (a) €100.0 million and (b) an amount equal to 55.0% of Consolidated EBITDA (*provided* that if an Investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary and such Person is subsequently designated a Restricted Subsidiary, such Investment shall thereafter be deemed to have been made pursuant to clause (3) of the definition of "Permitted Investments" and not this clause); and

(13) the declaration and payment by the Company of dividends on the Capital Stock of the Company, or the making of purchases, repurchases or other acquisitions or retirements of Capital Stock or other Equity Interests of the Company, in an amount not to exceed in any fiscal year 6.0% of the Market Capitalization.

provided, *however*, that after giving effect to any Restricted Payment referred to in clauses (11), (12) or (13) of this paragraph, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof.

For purposes of determining compliance with this covenant, if a Restricted Payment (or portion thereof) meets the criteria of more than one of the categories described in clauses (1) through (13) above, and/or is permitted pursuant to the first paragraph of this covenant and/or one or more of the clauses contained in the definition of "Permitted Investments," the Company will be entitled to classify such Restricted Payment or Investment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment or Investment (or portion thereof) in any manner that complies with this covenant, including in each case as an Investment pursuant to one or more of the clauses contained in the definition of "Permitted Investments" and may aggregate capacity in multiple of the clauses (1) through (13) above, the first paragraph of this covenant and/or in the definition of "Permitted Investments" in any manner that complies with this covenant.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued by the Company or any Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by the covenant described under this caption "—Certain Covenants—Restricted Payments" will be determined by a responsible financial or accounting officer of the Company. The determination of such responsible financial or accounting officer will be final and conclusive.

Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and the Company will not issue any Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of preferred stock (including Disqualified Stock); *provided*, *however*, that the Company and any Restricted Subsidiary may incur Indebtedness (including Acquired Debt), the Company may issue Disqualified Stock and any Restricted Subsidiary may issue shares of preferred stock (including Disqualified Stock), if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.00 to 1.00, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period; *provided* that a Restricted Subsidiary of the Company that is not a Guarantor may incur Indebtedness or issue preferred stock (including Disqualified Stock) pursuant to this paragraph solely to the extent that the Non-Guarantor Gross Leverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Indebtedness is incurred or such Disqualified Stock or preferred stock is issued, as the case may be, would have been no greater than 1.00 to 1.00, as determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if such Indebtedness had been incurred or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of the covenant described under this caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" will not prohibit the incurrence by the Company or any Restricted Subsidiary of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) the incurrence by the Company or any Restricted Subsidiary of Indebtedness under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) not to exceed the greater of (a) €260.0 million and (b) an amount equal to 1.9 *times* Consolidated EBITDA;

(2) the incurrence by the Company or any Restricted Subsidiary of the Existing Indebtedness;

(3) the incurrence (a) by the Company of Indebtedness represented by the Notes to be issued hereby (but excluding any Additional Notes), and (b) by the Guarantors and any future Guarantors of Indebtedness represented by a Note Guarantee (including Note Guarantees of Additional Notes incurred in compliance with the Indenture);

(4) the incurrence by the Company or any Restricted Subsidiary of Indebtedness represented by Capital Lease Obligations, mortgage financings, sale and leaseback transactions or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Company or any Restricted Subsidiary, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed the greater of (a) €55.0 million and (b) an amount equal to 30.0% of Consolidated EBITDA, at any time outstanding;

(5) the incurrence by the Company or any Restricted Subsidiary of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge Indebtedness (other than intercompany Indebtedness) that was permitted by the Indenture to be incurred under the first paragraph of the covenant described under this caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" or clauses (2), (3) or (5) of this paragraph;

(6) the incurrence by the Company or any Restricted Subsidiary of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; *provided*, *however*, that:

   (a) if the Company or any Guarantor is the obligor on such Indebtedness and the creditor is not the Company or a Guarantor then such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations with respect, in any bankruptcy, insolvency or winding up of such obligor, in

the case of any Guarantor, to its Note Guarantee and, in the case of the Company, to its obligations under the Notes, as applicable, and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or any Restricted Subsidiary and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or any Restricted Subsidiary will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or any Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the incurrence by the Company or any Restricted Subsidiary of Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes, in the good faith determination of management of the Company) for the purposes of limiting interest rate risk with respect to any Indebtedness permitted to be incurred under the Indenture, exchange rate risk or commodity pricing risk;

(8) the guarantee by the Company or any Guarantor (subject to compliance with the covenant described under the caption "—Additional Note Guarantees") of Indebtedness of the Company or any Restricted Subsidiary that was permitted to be incurred by another provision of the covenant described under this caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock"; provided that if the Indebtedness being guaranteed is subordinated to or pari passu with the Notes or a Note Guarantee, then the guarantee must be expressly subordinated or pari passu, as applicable, to the same extent as the Indebtedness being guaranteed;

(9) the incurrence by the Company or any Restricted Subsidiary of Indebtedness in respect of (A) letters of credit, surety, performance or appeal bonds, completion guarantees, judgment, advance payment, customs, VAT or other tax guarantees or similar instruments issued in the ordinary course of business of such Person and not in connection with the borrowing of money, including letters of credit or similar instruments in respect of self-insurance and workers' compensation obligations, and (B) any customary cash management, cash pooling or netting or setting off arrangements, entered into in the ordinary course of business; *provided*, *however*, that upon the drawing of such letters of credit or other instrument, such obligations are reimbursed within 30 days following such drawing;

(10) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from agreements providing for indemnification or adjustment of purchase price or from guarantees or letters of credit securing any Obligations of the Company or any Restricted Subsidiary pursuant to such agreements, incurred in connection with the acquisition or sale or other disposition of any business, assets or Restricted Subsidiary, other than guarantees or similar credit support by the Company or any Restricted Subsidiary of Indebtedness incurred by any Person acquiring such business, assets or subsidiary; *provided* that the maximum Indebtedness permitted by this clause (10) in respect of any such sale or other disposition of any business, assets or subsidiary shall not exceed the Net Cash Proceeds from such sale or other disposition;

(11) (a) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from guarantees to suppliers, lessors, licensees, contractors, franchisees or customers and incurred in the ordinary course of business and (b) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(12) the incurrence by the Company or any Restricted Subsidiary of Indebtedness in respect of any obligations under workers' compensation laws, self-insurance obligations, captive insurance companies, bankers' acceptances and similar legislation;

(13) the incurrence by the Company or any Restricted Subsidiary of guarantees of Indebtedness of Permitted Joint Ventures in an amount not to exceed the greater of (a) €36.0 million and (b) an amount equal to 20.0% of Consolidated EBITDA, at any time outstanding;

(14) Indebtedness of the Company and its Restricted Subsidiaries incurred as part of a Permitted Reorganization; *provided* that after the consummation of such Permitted Reorganization, such Indebtedness is owed to the Company or any Restricted Subsidiary (including, for the avoidance of doubt, any Surviving Entity);

(15) Indebtedness, Disqualified Stock or preferred stock of (i) Persons that are acquired by the Company or any Restricted Subsidiary or merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company or any Restricted Subsidiary in accordance with the terms of the Indenture or (ii) the Company or any Restricted Subsidiary incurred to provide all or any portion of the funds utilized to consummate a transaction or series of related transactions pursuant to which a Person was acquired by the Company or any Restricted Subsidiary or was merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company or any Restricted Subsidiary; *provided* that, after giving effect to any such acquisition, merger, consolidation, amalgamation or other combination, either (x) the amount of the Indebtedness, Disqualified Stock or preferred stock incurred by the Company pursuant to this clause (15) does not exceed the greater of (a) €45.0 million and (b) an amount equal to 25.0% of Consolidated EBITDA, or (y) the Company would be permitted to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of this covenant or the Fixed Charge Coverage Ratio of the Company is no less than it was immediately prior to such acquisition, merger, consolidation, amalgamation or other combination and, if such Indebtedness is Senior Secured Indebtedness, the Secured Gross Leverage Ratio would be no greater than 3.75 to 1.00 or the Secured Gross Leverage Ratio is no greater than it was immediately prior to such acquisition, merger, consolidation, amalgamation or other combination;

(16) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five Business Days of such incurrence;

(17) the incurrence by the Company or any Restricted Subsidiary of additional Indebtedness (including Acquired Debt) in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (17), not to exceed the greater of (a) €135.0 million and (b) an amount equal to 75.0% of Consolidated EBITDA;

(18) the incurrence by the Company or any Restricted Subsidiary of Indebtedness, Disqualified Stock or preferred stock in an aggregate principal amount or liquidation preference, which, when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (18) and then outstanding and any Permitted Refinancing Indebtedness in respect thereof, does not at any time outstanding exceed the Available RP Capacity Amount (determined on the date of such incurrence); *provided* that any Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (18) shall reduce the amount available for making Restricted Payments pursuant to the covenant described under the caption "—Certain Covenants—Restricted Payments" by an amount equal to the outstanding principal amount or liquidation preference of such Indebtedness, Disqualified Stock or preferred stock for so long as such Indebtedness, Disqualified Stock or preferred stock is outstanding;

(19) [*Reserved*]; and

(20) the incurrence by the Company or any Restricted Subsidiary of Indebtedness pursuant to the factoring or securitization of Receivables or similar Receivables-based financing transaction pursuant to customary arrangements (as determined in good faith by the Company); *provided* that either (a) no portion of such Indebtedness has contingent or otherwise, recourse to any property or assets of the Company or any of its Restricted Subsidiaries (other than (i) the Receivables that are the subject of the factoring, securitization or similar Receivables-based financing transaction, (ii) Permitted Liens, and (iii) Standard Securitization Undertakings), or (b) if such Indebtedness has recourse to any property or assets of the Company or any of its Restricted Subsidiaries, only the portion of such Indebtedness that is not recourse to any property or assets of the Company or any of its Restricted Subsidiaries (other than Receivables that are the subject of the factoring, securitization or similar Receivables-based financing transaction) may be considered permitted under this clause (20).

To the extent any Restricted Subsidiary that is not a Guarantor is a joint obligor with respect to any Indebtedness, the entire amount of such Indebtedness shall be considered Indebtedness of a Restricted Subsidiary that is not a Guarantor for purposes of the covenant described under this caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock."

The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of the covenant described under this caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock"; provided that, in each such case, the amount thereof is included in Consolidated Interest Expense of the Company as accrued or paid in accordance with the definition of such term.

The incurrence by an Unrestricted Subsidiary of Non-Recourse Debt will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of the covenant described under this caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock"; provided, however, that if any such Indebtedness ceases to be Non-Recourse Debt of such Unrestricted Subsidiary, such Indebtedness shall be deemed to constitute an incurrence of Indebtedness by any Restricted Subsidiary that was not permitted by the covenant described under this caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock."

For purposes of determining compliance with this covenant:

(a) in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (20) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant, and only be required to include the amount and type of such Indebtedness in one of the clauses of the second paragraph or the first paragraph of this covenant; *provided* that Indebtedness incurred and outstanding under the Super Senior Credit Facilities on the Issue Date shall be deemed to have been incurred under clause (1) above and the Company will not be permitted to reclassify such Indebtedness; *provided further* that with respect to clauses (1)(except in respect of Indebtedness incurred and outstanding under the Super Senior Credit Facilities on the Issue Date), (4), (13), (15)(x) or (17) of the second paragraph of this covenant, if at any time that the Company would be entitled to have incurred any then outstanding item of Indebtedness pursuant to the first paragraph of this covenant or pursuant to clause (15)(y) of the second paragraph of this covenant, such item of Indebtedness shall (unless otherwise elected by the Company) be automatically reclassified into an item of Indebtedness Incurred pursuant to the first paragraph of this covenant or pursuant to clause (15)(y) of the second paragraph of this covenant, as applicable;

(b) Indebtedness incurred pursuant to any of the categories of Permitted Debt described in clauses (1) through (14) and (16) through (20) above substantially concurrently with Indebtedness incurred pursuant to the first paragraph of this covenant, shall not be considered for purposes of compliance with any ratio test set forth in the first paragraph of this covenant; *provided* that Indebtedness incurred and outstanding under the Super Senior Credit Facilities on the Issue Date shall be included for purposes of testing compliance with any ratio test set forth in the first paragraph of this covenant to the extent outstanding on the date of incurrence of such other Indebtedness;

(c) notwithstanding anything in this covenant to the contrary, in the case of any Indebtedness incurred to refinance Indebtedness initially incurred in reliance on a clause of the second paragraph of this covenant measured by reference to a percentage of Consolidated EBITDA at the time of Incurrence, if such refinancing would cause the percentage of Consolidated EBITDA restriction to be exceeded if calculated based on the percentage of Consolidated EBITDA on the date of such refinancing, such percentage of Consolidated EBITDA restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced; and

(d) notwithstanding anything in this covenant to the contrary, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

For purposes of determining compliance with any euro-denominated restriction on the incurrence of Indebtedness, the Euro Equivalent of the principal amount of Indebtedness denominated in another currency will be calculated based

on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term Indebtedness, or first committed, in the case of Indebtedness incurred under a revolving credit facility; *provided* that (1) if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than euros, and such refinancing would cause the applicable euro-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such euro-denominated restriction will be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced; (2) the Euro Equivalent of the principal amount of any such Indebtedness outstanding on the Issue Date will be calculated based on the relevant currency exchange rate in effect on the Issue Date; and (3) if and for so long as any such Indebtedness is subject to an agreement intended to protect against fluctuations in currency exchange rates with respect to the currency in which such Indebtedness is denominated covering principal and interest on such Indebtedness, the amount of such Indebtedness, if denominated in euros, will be the amount of the principal payment required to be made under such currency agreement and, otherwise, the Euro Equivalent of such amount plus the Euro Equivalent of any premium which is at such time due and payable but is not covered by such currency agreement.

Liens

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind upon any of its assets or property (including Capital Stock of Restricted Subsidiaries), whether owned on the Issue Date or acquired after that date, or any interest therein or any income or profits therefrom, which Lien is securing any Indebtedness (such Lien, the "Initial Lien"), except (a) in the case of any property or asset that does not constitute Collateral, (1) Permitted Liens or (2) Liens on property or assets that are not Permitted Liens if the Notes and the Indenture (or a Note Guarantee in the case of Liens of a Guarantor) are directly secured equally and ratably with, or senior in right of payment to, in the case of Liens with respect to subordinated Indebtedness, the Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured, and (b) in the case of any property or asset that constitutes Collateral, Permitted Collateral Liens.

Any such Lien created in favor of the Notes pursuant to the preceding paragraph will be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien to which it relates.

For purposes of determining compliance with this covenant, (x) a Lien need not be incurred solely by reference to one category of Permitted Liens or Permitted Collateral Liens, as applicable, but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens or Permitted Collateral Liens, as applicable, the Company shall, in its sole discretion, divide, classify or may subsequently reclassify at any time such Lien (or any portion thereof) in any manner that complies with this covenant and the definition of "Permitted Liens" or "Permitted Collateral Liens," as applicable.

Dividend and Other Payment Restrictions Affecting Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any Restricted Subsidiary, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Company or any Restricted Subsidiary;

(2) make loans or advances to the Company or any Restricted Subsidiary; or

(3) transfer any of its properties or assets to the Company or any Restricted Subsidiary.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness and Credit Facilities as in effect on the Issue Date and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a

whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Issue Date;

(2) the Indenture, the Notes, the Note Guarantees, the Intercreditor Agreement, the Security Documents and any notes and guarantees in connection with the subsequent issuance of debt securities in accordance with and on terms no less onerous than the Indenture;

(3) applicable law or regulation or the terms of any license, authorization, concession or permit;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any Restricted Subsidiary as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(5) customary non-assignment and similar provisions in contracts, licenses and leases entered into in the ordinary course of business;

(6) purchase money obligations for property acquired in the ordinary course of business that impose restrictions on that property of the nature described in clause (4) of the second paragraph of the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock";

(7) any agreement for the sale or other disposition of Capital Stock or all or substantially all of the property and assets of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(8) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) Liens otherwise permitted to be incurred under the covenant described under the caption "—Liens," that limit the right of the debtor to dispose of the assets subject to such Liens;

(10) customary provisions in joint venture agreements, asset sale agreements, stock sale agreements, sale-leaseback agreements and other similar agreements;

(11) provisions that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or other contract entered into in the ordinary course of business;

(12) restrictions on cash or other deposits or net worth imposed by customers or suppliers or required by insurance, surety or bonding companies, in each case under contracts entered into in the ordinary course of business; and

(13) any agreement or instrument (A) relating to any Indebtedness or preferred stock permitted to be incurred subsequent to the Issue Date pursuant to the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" (i) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the holders of the Notes than the encumbrances and restrictions contained in the Super Senior Credit Facilities as in effect on the Issue Date (as determined in good faith by the Company) or (ii) if the encumbrances and restrictions are not materially more disadvantageous to the holders of the Notes than is customary in comparable financings (as determined in good faith by the Company) and either (x) the Company determines that such encumbrance or restriction will not adversely affect the Company's ability to make principal and interest payments on the Notes as and when they come due or (y) such encumbrances and restrictions apply only during the continuance of a default in respect of a payment or financial maintenance covenant relating to such Indebtedness, (B) constituting an intercreditor agreement on terms substantially equivalent to the Intercreditor Agreement or (C) relating to any loan or advance by the Company to any Restricted Subsidiary subsequent to the Issue Date; *provided* that with respect to this clause (13) the encumbrances and restrictions contained in any such agreement or instrument taken as a whole

are not materially less favorable to the holders of the Notes than the encumbrances and restrictions contained in the Super Senior Credit Facilities, the Security Documents and the Intercreditor Agreement (as in effect on the Issue Date).

Merger, Consolidation or Sale of Assets

The Company may not, directly or indirectly: (1) consolidate or merge with or into another Person; or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

(1) either: (a) the Company is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition has been made (the "Surviving Entity") is a corporation organized or existing under the laws of (i) Spain, (ii) Luxembourg, (iii) any other member of the European Union that has adopted the euro as its national currency, (iv) the United Kingdom or (v) the United States, any state of the United States or the District of Columbia;

(2) the Surviving Entity (if other than the Company) assumes all the obligations of the Company under the Notes, the Indenture, the applicable Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement;

(3) immediately after giving effect to such transaction no Default or Event of Default exists or would exist; and

(4) the Company or the Surviving Entity, as the case may be, will:

   (a) on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding such transaction, either (i) be permitted to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" or (ii) the Fixed Charge Coverage Ratio of the Company (or, if applicable, the Surviving Entity) would equal or exceed the Fixed Charge Coverage Ratio of the Company immediately prior to giving effect to such transaction; and

   (b) deliver to the Trustee, in form and substance reasonably satisfactory to the Trustee, an Officer's Certificate and an Opinion of Counsel, in each case, stating that such consolidation, merger or transfer and any supplemental indenture comply with the covenant described under this caption "—Merger, Consolidation or Sale of Assets" and the Indenture, and, if the Company is not the surviving entity, that the accession agreement executed in connection therewith is the legally valid and binding obligation of the Surviving Entity enforceable (subject to customary exceptions and exclusions) in accordance with their terms.

In addition, the Company may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

   (a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under the Indenture and its Note Guarantee pursuant to a supplemental indenture satisfactory to the Trustee and the applicable Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement; or

(b) the Net Cash Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture; or

(c) in any transaction between (i) the Company or a Guarantor and (ii) a Restricted Subsidiary that is not a Guarantor, the Company or such Guarantor is the surviving Person or the Restricted Subsidiary is the surviving Person and assumes all of the obligations of the Company or such Guarantor under the Notes, the Indenture and its Note Guarantee (as applicable) pursuant to a supplemental indenture satisfactory to the Trustee.

The covenant described under this caption "—Merger, Consolidation or Sale of Assets" will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among (a) the Company and any of the Guarantors, (b) any Restricted Subsidiary and another Restricted Subsidiary and (c) any Restricted Subsidiary to the Company or a Guarantor. Notwithstanding clause (4)(a) above, the Company or any Guarantor may merge with an Affiliate solely for the purpose of reincorporating the Company or such Guarantor in another jurisdiction to realize tax or other benefits.

Notwithstanding anything to the contrary set forth herein, the Company and its Restricted Subsidiaries may implement Permitted Reorganizations.

Transactions with Affiliates

The Company will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction") involving aggregate payments or consideration in excess of €20.0 million, unless:

(1) the Affiliate Transaction is on terms no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person (as determined in good faith by the Company); and

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving an aggregate consideration in excess of €65.0 million, the Company delivers to the Trustee a resolution of the Board of Directors of the Company set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with clause (1) above.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(a) transactions between or among (i) the Company and/or (ii) any Restricted Subsidiary;

(b) transactions with a Person (including any joint venture or equity investee) that is an Affiliate of the Company or a Restricted Subsidiary solely because the Company or a Restricted Subsidiary owns an Equity Interest in such Person;

(c) payment of reasonable director's and other fees to, indemnities provided on behalf of, and expenses (including expense reimbursement, employee benefit and pension expenses) relating to, officers, directors, employees or consultants of the Company or the Company's Subsidiaries and payments of benefits and salaries to employees of the Company or its Subsidiaries in the ordinary course of business;

(d) issuances or sales of Equity Interests of the Company (other than Disqualified Stock) or Subordinated Shareholder Debt to Affiliates of the Company;

(e) transactions between the Company or any Restricted Subsidiary and any Person that constitutes an Affiliate solely for having a director who is also a director of the Company; *provided*, *however*, that such director abstains from voting as a director of the Company on any matter involving such other Person;

(f) Permitted Investments or Restricted Payments that are permitted by the covenant described under the caption "—Restricted Payments" (other than Permitted Investments described in clauses (3), (4) and (11) of the definition of "Permitted Investments"); and

(g) performance of any agreement of the Company or a Restricted Subsidiary as in effect on the Issue Date and disclosed in the Offering Memorandum under "Related Party Transactions" and any amendment after the Issue Date (so long as such amendment, taken as a whole, is not, in the good faith determination of the Company, disadvantageous to the holders of the Notes in any material respect) to any such agreement (except as covered by clause (f) hereof).

Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, consummate an Asset Sale unless:

(1) the Company (or the Restricted Subsidiary, as the case may be) receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at the time of the Asset Sale at least equal to the Fair Market Value of the assets or Capital Stock issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration (excluding by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received in the Asset Sale (except to the extent the Asset Sale is a Permitted Asset Swap) by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents;

provided that, the Company shall not sell or dispose of any Capital Stock in Opodo Limited or any other direct subsidiary of the Company, other than (i) in the event of a Change of Control, if the Company complies with the provisions described under the caption "—Repurchase at the Option of Holders—Change of Control", or (ii) in connection with a Permitted Reorganization.

For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on the Company's or such Restricted Subsidiary's most recent balance sheet, of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated in right of payment to the Notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability;

(b) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents within 180 days of the receipt thereof, to the extent of the cash received in that conversion;

(c) Indebtedness of any Restricted Subsidiary, in each case that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Company and such Restricted Subsidiary following such Asset Sale are released from any guarantee of such Indebtedness, as the case may be, in connection with such Asset Sale;

(d) consideration consisting of Indebtedness of the Company or any Restricted Subsidiary (other than Indebtedness that by its terms is subordinated in right of payment to the Notes); and

(e) any Designated Non-Cash Consideration received by the Company or any Restricted Subsidiary in such Asset Sales having an aggregate fair market value, as determined in good faith by an officer or the Board of Directors of the Company, taken together with all other Designated Non-Cash Consideration received pursuant to the covenant described under this caption "—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries" that is at that time outstanding, not to exceed the greater of (x) €27.0 million and (y) an amount equal to 15.0% of Consolidated EBITDA (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale, the Company (or the applicable Restricted Subsidiary, as the case may be) may apply those Net Cash Proceeds, if any, at its option:

(1) (i) to repay, prepay, purchase, repurchase or redeem (a) to the extent such Net Cash Proceeds derive from an Asset Sale in respect of an asset which, immediately prior to such Asset Sale, did not constitute Collateral, Indebtedness of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to the Company or an Affiliate of the Company) or Indebtedness which is secured by a Lien on such asset or (b) Indebtedness of the Company or any Restricted Subsidiary incurred under Credit Facilities pursuant to clause (1) of the second paragraph of the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" that is secured by a Lien on the Collateral; *provided*, *however*, that, in connection with any repayment, prepayment, purchase, repurchase or redemption of Indebtedness pursuant to this clause (i), the Company or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be permanently reduced in an amount equal to the principal amount so repaid, prepaid, purchased, repurchased or redeemed or (ii) to repay, prepay, purchase, repurchase or redeem Pari Passu Indebtedness; *provided* that the Company shall repay, prepay, purchase, repurchase or redeem Pari Passu Indebtedness pursuant to this clause (ii) only if the Company makes (at such time or subsequently in compliance with the covenant described under this caption "—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries") an offer to the holders of the Notes to purchase their Notes in accordance with the provisions set forth below for an Asset Sale Offer for an aggregate principal amount of Notes at least equal to the proportion that (x) the total aggregate principal amount of Notes outstanding bears to (y) the sum of the total aggregate principal amount of Notes outstanding plus the total aggregate principal amount outstanding of such Pari Passu Indebtedness;

(2) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Similar Business, if, after giving effect to any such acquisition of Capital Stock, the Similar Business is or becomes a Restricted Subsidiary;

(3) to make a capital expenditure;

(4) to acquire other long-term assets (other than Indebtedness or Capital Stock) that are used or useful in a Similar Business;

(5) to enter into a binding commitment to apply the Net Cash Proceeds pursuant to clause (2), (3) or (4) of this paragraph; *provided* that such binding commitment shall be treated as a permitted application of the Net Cash Proceeds from the date of such commitment until the earlier of (x) the date on which such acquisition or expenditure is consummated and (y) the 180th day following the expiration of the aforementioned 365-day period; or

(6) any combination of the foregoing.

In connection with any investment in Voting Stock pursuant to clause (2) of the preceding paragraph if the assets sold constituted Collateral, the Company will also grant a pledge, or will cause a pledge to be granted, on a senior basis over any acquired Voting Stock in a Person incorporated in the same jurisdiction of the Person whose Voting Stock constituted Collateral as additional Collateral. Pending the final application of any Net Cash Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest the Net Cash Proceeds in any manner that is not prohibited by the Indenture. Notwithstanding the foregoing provisions of the covenant described under this caption "—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries", neither the Company nor any Restricted Subsidiary will be required to apply any Net Cash Proceeds in accordance with the covenant described under this caption "—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries" except to the extent that the aggregate Net Cash Proceeds from all Asset Sales which is not applied in accordance with the covenant described under this caption "—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries" exceeds the greater of (a) €100.0 million and (b) an amount equal to 55.0% of Consolidated EBITDA.

Any Net Cash Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds the greater of (a) €100.0 million and (b) an amount equal to 55.0% of Consolidated EBITDA, the Company will make an offer (the "*Asset Sale Offer*") to all holders of Notes, and the Company will make any required offer to purchase Pari Passu Indebtedness containing similar asset sale provisions, to purchase the maximum principal amount of Notes and such Pari Passu

Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest to the date of purchase, and will be payable in cash.

If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and other Pari Passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee will select the Notes and such other Pari Passu Indebtedness to be purchased on a pro rata basis (or in the manner described under "—Repurchase at the Option of Holders—Selection and Notice"). Upon completion of each Asset Sale Offer the amount of Excess Proceeds will be reset at zero. For the purposes of calculating the principal amount of any Indebtedness not denominated in euros, the principal amount of such Indebtedness shall be calculated by converting any such principal amounts into their Euro Equivalent determined as of the Business Day immediately prior to the date on which the Asset Sale Offer is announced.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act (taking into account SEC no action positions) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes and the related Note Guarantees pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached their respective obligations under the Asset Sale provisions of the Indenture by virtue of such compliance.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Company or, if required by applicable law, the shareholders of the Company, may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such designation and will either reduce the amount available for Restricted Payments under the first paragraph of the covenant described under the caption "—Restricted Payments" or reduce the amount available for future Investments under one or more clauses of the definition of Permitted Investments, as the Company shall determine. That designation will only be permitted if such Investment would be permitted at that time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Company or, if required by applicable law, the shareholders of the Company may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default.

Additional Note Guarantees

The Company shall ensure that, within 60 days after the audited financial statements of the Company become available for each fiscal year of the Company beginning with the fiscal year ending March 31, 2026, the Company shall cause any Restricted Subsidiary (i) that after the Issue Date is or becomes a Material Subsidiary (except for any Restricted Subsidiary which was a Material Subsidiary at the Issue Date but was not an initial Guarantor, any Restricted Subsidiary that is already a Guarantor, or any Restricted Subsidiary as to which the Company and its Restricted Subsidiaries do not own, directly or indirectly, 90% or more of the Capital Stock) and (ii) of which Opodo Limited is a Subsidiary (except for any Restricted Subsidiary that is already a Guarantor) to execute and deliver a supplemental indenture providing for the Note Guarantee by such Restricted Subsidiary on the same terms as the Note Guarantees granted by the other Guarantors hereunder.

For so long as the Notes are listed on the Official List of the LuxSE and admitted to trading on the Euro MTF Market, the Company will publish a notice of such additional guarantees in accordance with the requirements of such rules.

The Company will not permit any Restricted Subsidiary, directly or indirectly, to guarantee the payment of any other Credit Facilities or other Public Debt of the Company or any Guarantor unless such incurrence is permitted by the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock," and such Restricted Subsidiary (if not already a Guarantor) simultaneously executes and delivers a supplemental indenture and supplemental intercreditor agreement pursuant to which such Restricted Subsidiary will guarantee payment of the Notes on the same terms and conditions as those set forth in the Indenture, the Intercreditor

Agreement and any Additional Intercreditor Agreement and which Note Guarantee will be senior to or *pari passu* with such Restricted Subsidiary's guarantee of such other Credit Facilities or other Public Debt; *provided* that no such additional Note Guarantee need be provided in respect of Credit Facilities or other Public Debt of the Company or any Guarantor (i) that does not exceed the greater of (a) €27.0 million and (b) an amount equal to 15.0% of Consolidated EBITDA in the aggregate with all other Credit Facilities or other Public Debt described under this clause (i), (ii) if the guarantee of such Indebtedness is pursuant to a regulatory requirement and such Credit Facilities or other Public Debt is owed to a regulatory body, or (iii) if such Credit Facilities or other Public Debt is guaranteed by such Restricted Subsidiary on the Issue Date and such Restricted Subsidiary is not a Guarantor.

The Company shall not be obligated to cause such Restricted Subsidiary to guarantee the Notes pursuant to the first or third paragraphs of the covenant described under this caption "—Additional Note Guarantees" to the extent that (a) it would be unlawful (including, without limitation, under corporate benefit, thin capitalization, fraudulent preference, "earnings stripping", financial assistance, equitable subordination, transfer pricing, controlled foreign corporation, capital maintenance, liquidity preservation or similar laws or principles) or would result in (or in the opinion of the Company acting reasonably there is a material risk that it would result in) a breach of fiduciary duty or personal or criminal liability for the directors or officers of such Restricted Subsidiary or other members of the Group for such Restricted Subsidiary to become a Guarantor or to give a guarantee in respect of the Super Senior Credit Facilities, (b) it would result in (or there is in the opinion of the Company acting reasonably a material risk that it would result in) a material cost (including, without limitation, by way of adverse effects on interest deductibility or stamp duty, notarization and registration fees) that would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee or the procedural requirements involved or potential legal or commercial consequences for such Restricted Subsidiary were it to become a Guarantor would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee, (c) it would result in (or there is a material risk in the opinion of the Company acting reasonably that it would result in) a material tax cost on such Restricted Subsidiary or the Group if such Restricted Subsidiary became a Guarantor that would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee or (d) such Restricted Subsidiary is not wholly-owned and accession as a Guarantor would contravene or require any third party consent under any applicable shareholders' or joint venture agreement or other document binding on it.

Where guarantees are granted by a member of the Group, the maximum guaranteed amount may be reasonably limited to minimize stamp duty, notarization, registration or other applicable fees, taxes and duties.

Notwithstanding the preceding paragraphs of the covenant described under this caption "—Additional Note Guarantees," any Note Guarantee by a Restricted Subsidiary will provide by its terms that it will be automatically and unconditionally released and discharged when (i) the Indebtedness that gave rise to the obligation to guarantee the Notes is discharged, (ii) in the case of any Note Guarantee granted as contemplated under the third paragraph of the covenant described under this caption "—Additional Note Guarantees" as a result of a Restricted Subsidiary guaranteeing other Credit Facilities or Public Debt, when such other Indebtedness is released and discharged, or (iii) otherwise under the circumstances described under the caption "—Brief Description of the Notes and the Note Guarantees—The Note Guarantees." The terms, provisions and limitations related to the Note Guarantees will be included in the Indenture.

Impairment of Security Interest

The Company shall not, and shall not permit any Restricted Subsidiary to, take or omit to take any action that would have the result of materially impairing the security interest with respect to the Collateral (it being understood that the incurrence of Permitted Collateral Liens shall under no circumstances be deemed to materially impair the security interest with respect to the Collateral) for the benefit of the Trustee and the holders of the Notes, and the Company shall not, and shall not permit any Restricted Subsidiary to, grant to any Person other than the Security Agent, for the benefit of the Trustee and the holders of the Notes and the other beneficiaries described in the Security Documents, any interest whatsoever in any of the Collateral, except that the Company and its Restricted Subsidiaries may incur Permitted Collateral Liens, a Permitted Reorganization may be consummated and the Collateral may be discharged, transferred or released in accordance with the Indenture, the applicable Security Documents or the Intercreditor Agreement; *provided*, *however*, that (a) nothing in this provision shall restrict the release or replacement of any security interests in compliance with the terms of the Indenture as described under the caption "—Security—Release of Security Interests" and (b) any Security Document may be amended, extended, renewed, restated, supplemented or otherwise modified or replaced, if contemporaneously with any such action, the Company delivers

to the Trustee, either (1) a solvency opinion, in form and substance reasonably satisfactory to the Trustee, from an independent financial advisor confirming the solvency of the Company and its Subsidiaries, taken as a whole, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, (2) a certificate from the Board of Directors of the relevant Person which confirms the solvency of the Person granting such security interest after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or release and replacement, or (3) an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, the Lien or Liens created under the security so amended, extended, renewed, restated, supplemented, modified or replaced are valid Liens, in each case, not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Lien or Liens were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, modification or replacement. In the event that the Company complies with the requirements of the covenant described under this caption "—Impairment of Security Interest", the Trustee and/or the Security Agent (as the case may be) shall (subject to customary protections and indemnifications) consent to any such amendment, extension, renewal, restatement, supplement, modification or replacement without the need for instructions from the holders of the Notes.

Limitation on Company Activities

The Company will not engage in any business or undertake any other activity, own any assets or incur any liabilities other than: (a) ownership of the Capital Stock of its Subsidiaries, debit and credit balances with its Subsidiaries and other minimal credit and cash balances in bank accounts and related Investments in cash and Cash Equivalents; (b) the provision of administration services (including the on-lending of monies to Subsidiaries in the manner described in clause (a) above) and management services to its Subsidiaries of a type customarily provided by a holding company to its Subsidiaries and the ownership of assets necessary to provide such services; (c) the entry into and performance of its obligations (and incurrence of liabilities) under the Notes, the Indenture, the Super Senior Credit Facilities, any Hedging Obligations, any other Indebtedness (including any Additional Notes) or any other obligations and holding of receivables, in each case permitted by the Indenture, any Security Document to which it is a party, the Intercreditor Agreement, Additional Intercreditor Agreement or any proceeds loans relating to the foregoing; (d) the receiving of any payments or other distributions of the types specified in clauses (1), (2), (3) and (4) of the definition of Restricted Payments in compliance with the covenant described under the caption "*—Restricted Payments*", and making payments or distributions in respect thereof or otherwise and the making of any Permitted Investments of the types specified under clause (11) of the definition thereof; (e) reorganizations for bona fide corporate purposes in compliance with the covenant described under the caption "—Merger, Consolidation or Sale of Assets"; *provided* that any successor entity resulting from any such reorganization is subject to the covenant described in this paragraph; (f) the granting of Security Interests in accordance with the terms of the Notes, the Indenture, the Super Senior Credit Facilities, any Hedging Obligations, any other Indebtedness or any other obligations, in each case permitted by the Indenture, any Security Document to which it is a party, the Intercreditor Agreement, Additional Intercreditor Agreement or any proceeds loans relating to the foregoing; (g) wages, professional fees and administration costs in the ordinary course of business as a holding company; (h) related or reasonably incidental to the establishment or maintenance of its or its Subsidiaries' corporate existence; (i) any liabilities under any purchase agreement or any other document entered into in connection with the issuance of the Notes or the incurrence of any other Indebtedness permitted under the Indenture (including under the Super Senior Credit Facilities and any Additional Notes) and ownership of assets arising out of the loaning of the proceeds of the incurrence of any such Indebtedness; (j) a Permitted Reorganization; (k) those related or incidental to the Company's obligations in respect of being a public company (or, in the event of a Permitted Reorganization, a subsidiary thereof) or (l) any other activities which are not specifically listed above which are ancillary to or related to those listed above or which are not materially adverse to the holders of the Notes in the good faith determination of the Company.

Suspension of Certain Covenants when Notes Rated Investment Grade

If on any date following the Issue Date, (1) two of the following three are satisfied: (i) the Notes are rated Baa3 or better by Moody's, (ii) the Notes are rated BBB− or better by S&P or (iii) the Notes are rated BBB− or better by Fitch (or, if any of Moody's, S&P or Fitch ceases to rate the Notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by the Company as a replacement

agency); and (2) no Default or Event of Default shall have occurred and be continuing, then, beginning on that day and subject to the provisions of the following paragraph, the covenants specifically described under the following captions in this "Description of the Notes" will be suspended and, in each case, any related default provision of the Indenture will cease to be effective and will not be applicable to the Company and its Restricted Subsidiaries:

(1) "—Restricted Payments";

(2) "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock";

(3) "—Dividend and Other Payment Restrictions Affecting Subsidiaries";

(4) clause (4)(a) of the first paragraph of the covenant described under the caption "—Merger, Consolidation or Sale of Assets";

(5) "—Transactions with Affiliates";

(6) "—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries"; and

(7) "—Additional Note Guarantees."

During any period that the foregoing covenants have been suspended, the Company's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described under the caption "—Designation of Restricted and Unrestricted Subsidiaries" or the second paragraph of the definition of "Unrestricted Subsidiary."

Notwithstanding the foregoing, if the rating assigned by any such rating agency should subsequently decline to below Baa3 or BBB−, as applicable, the foregoing covenants will be reinstituted as of and from the date of such rating decline. Such covenants will not, however, be of any effect with respect to actions properly taken during the period of suspension. Calculations under the reinstated covenant described under the caption "—Restricted Payments" will be made as if the covenant described under the caption "—Restricted Payments" had been in effect since the Issue Date except that no default will be deemed to have occurred by reason of a Restricted Payment made while that covenant was suspended. On the rating decline date, all Indebtedness incurred during the suspension period will be classified, at the Company's option, as having been incurred pursuant to the first paragraph of the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" or one or more of the clauses set forth in the second paragraph of such covenant (to the extent such Indebtedness would be permitted to be incurred thereunder as of the rating decline date and after giving effect to Indebtedness incurred prior to the suspension period and outstanding on the rating decline date). To the extent that such Indebtedness would be so permitted to be incurred under the first two paragraphs of the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified under clause (2) of the second paragraph of the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock."

The Company shall notify the Trustee that the conditions set forth in the first paragraph under this caption have been satisfied; *provided* that no such notification shall be a condition for the suspension of the covenants described under this caption "—Suspension of Certain Covenants when Notes Rated Investment Grade" to be effective; provided, further, that the Trustee shall be under no obligation to inform holders of the Notes that the conditions set forth in the first paragraph under this caption have been satisfied.

Reports

The Company will post on its website and furnish to the Trustee and holders the following reports:

(1) within 120 days after the end of the Company's fiscal year beginning with the fiscal year ending March 31, 2026, annual reports containing (in the case of sub-clauses (a) and (c)) a level of detail that is comparable in all material respects to the Offering Memorandum and the following information: (a) audited consolidated balance sheets of the Company as of the end of the two most recent fiscal years and audited consolidated income statements and cash flow statements of the Company for the three most recent fiscal years, including appropriate footnotes to such financial statements, and the report of the independent auditors on the financial statements; (b) pro forma

income statement and balance sheet information, together with summary explanatory footnotes, for any material acquisitions or dispositions that represent greater than 20% of the consolidated revenues, Consolidated EBITDA or assets of the Company on a *pro forma* basis (which shall not, for the avoidance of doubt, include the provision of a full income statement or balance sheet to the extent not reasonably available) or recapitalizations that have occurred since the beginning of the most recently completed fiscal year; (c) to the extent relating to annual periods, an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies; (d) a summary description of the business, management and shareholders of the Company, all material Affiliate Transactions and a description of all material contractual arrangements, including material debt instruments; and (e) a summary description of any material changes to risk factors and material recent developments;

(2) within (i) 60 days following the end of the second and third fiscal quarters in each fiscal year of the Company and (ii) 75 days following the end of the first fiscal quarter in each fiscal year of the Company beginning with the fiscal year ending March 31, 2026, all quarterly financial statements containing the following information: (a) an unaudited condensed consolidated balance sheet as of the end of such quarter and unaudited condensed statements of income and cash flow for the most recent quarter year-to-date period ending on the unaudited condensed balance sheet date, and the comparable prior year periods, together with condensed footnote disclosure; (b) pro forma income statement and balance sheet information, together with summary explanatory footnotes, for any material acquisitions or dispositions that represent greater than 20% of the consolidated revenues, Consolidated EBITDA or assets of the Company on a *pro forma* basis (which shall not, for the avoidance of doubt, include the provision of a full income statement or balance sheet to the extent not reasonably available) or recapitalizations that have occurred since the beginning of the most recently completed fiscal quarter as to which such quarterly report relates, in each case unless pro forma information has been provided in a previous report pursuant to clause (3) below (*provided* that a material acquisition, disposition or recapitalization that has occurred fewer than 30 days prior to the last day of the completed fiscal quarter as to which such quarterly report relates may be reported in the next interim report provided pursuant to the covenant described under this caption "—Reports"); (c) an operating and financial review of the unaudited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies; and (d) material recent developments; and

(3) promptly after the occurrence of a material acquisition, disposition, restructuring, management or board of directors change or change in auditors, a report containing a description of such event.

All financial statements and pro forma financial information shall be prepared on a consistent basis for the periods presented and the financial statements required under clause (1) may be presented in the same format as in the Offering Memorandum; *provided*, *however*, that the reports set forth in clauses (1), (2) and (3) above may, in the event of a change in applicable International Financial Reporting Standards, present earlier periods on a basis that applied to such periods, subject to the provisions of the Indenture. No report need include separate financial statements or financial data for any Guarantors or non-guarantor Subsidiaries of the Company; *provided* that the annual report in clause (1) shall include a statement of the aggregate percentage of the Consolidated EBITDA of the Company represented by the Guarantors.

At any time that any of the Company's Subsidiaries are Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries, if taken together as one Subsidiary, constitutes a Significant Subsidiary, then the annual and quarterly information required by clauses (1) and (2) of the first paragraph of the covenant described under this caption "—Reports" shall include either (i) a reasonable detailed presentation, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries or (ii) standalone audited or unaudited financial statements, as the case may be, of such Unrestricted Subsidiary or Unrestricted Subsidiaries (as a group or otherwise) together with an unaudited reconciliation to the financial information of the Company and its Subsidiaries, which reconciliation shall include the following items: revenues, EBITDA, net income, cash, total assets, total debt, shareholders equity, capital expenditures and interest expense.

In addition, so long as the Notes remain outstanding and during any period during which the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b), the Company will furnish to the holders, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Notwithstanding the above, for so long as ordinary shares of the Company remain listed on a recognized European or United States stock exchange, the requirements of clauses (1), (2) and (3) above shall be considered to have been fulfilled if the Company complies with the reporting requirements of such stock exchange; *provided* that the Company will comply with the requirements set forth in clause (2) above if the European or United States stock exchange where its ordinary shares are listed does not require listed issuers to provide financial statements on a quarterly basis.

Additional Intercreditor Agreements

At the request of the Company, in connection with the incurrence by the Company or any Restricted Subsidiary of any Indebtedness permitted to be secured under the Indenture, the Company, the relevant Restricted Subsidiaries, the Trustee and the Security Agent shall enter into with the holders of such Indebtedness (or their duly authorized representatives) an intercreditor agreement (an "Additional Intercreditor Agreement") on substantially the same terms as the Intercreditor Agreement (or terms not materially less favorable to the holders (provided that the Trustee and the Security Agent shall have received an Officer's Certificate to that effect)); *provided* that such Additional Intercreditor Agreement will not impose any personal obligations on the Trustee or the Security Agent or, in the opinion of the Trustee or the Security Agent, adversely affect the rights, duties, liabilities or immunities of the Trustee or the Security Agent, as the case may be, under the Indenture or the Intercreditor Agreement.

At the direction of the Company and without the consent of holders of the Notes, the Trustee and the Security Agent shall from time to time enter into one or more amendments to any Intercreditor Agreement to (1) cure any ambiguity, omission, defect or inconsistency of any such agreement, (2) increase the amount or types of Indebtedness covered by any such agreement that may be incurred by the Company or any Restricted Subsidiary that is subject to any such agreement (including, with respect to any Intercreditor Agreement or Additional Intercreditor Agreement, the addition of provisions relating to new Indebtedness ranking junior in right of payment to the Notes), (3) add Restricted Subsidiaries to the Intercreditor Agreement or an Additional Intercreditor Agreement, (4) secure the Notes (including Additional Notes), (5) make provision for equal and ratable pledges of the Collateral to secure Additional Notes or other Indebtedness permitted to be secured by the Indenture or (6) make any other change to any such agreement that does not adversely affect the holders in any material respect (*provided* that the Trustee and the Security Agent shall have received an Officer's Certificate to that effect). The Company may only direct the Trustee and the Security Agent to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or the Security Agent, in the opinion of the Trustee or the Security Agent, or adversely affect the rights, duties, liabilities or immunities of the Trustee under the Indenture, any Intercreditor Agreement or Additional Intercreditor Agreement.

Each holder, by accepting a Note, shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement or an Additional Intercreditor Agreement and to have consented to and directed the Trustee and the Security Agent to enter into the Intercreditor Agreement or any Additional Intercreditor Agreement (whether then entered into or entered into in the future pursuant to the provisions described within this "*Description of the Notes*").

Financial Calculations

When calculating the satisfaction of or availability under any Applicable Metric in the Indenture in connection with any acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or other similar transaction where there is a time difference between commitment and closing or incurrence (including in respect of incurrence of Indebtedness, Restricted Payments, Liens and Permitted Investments), the date of determination of such Applicable Metric shall, at the option of the Company (the "Determination Date Election"), be the date the definitive agreements for such acquisition, disposition, merger, joint venture, investment, incurrence, Change of Control or similar transaction are entered into (the "Determination Date") and such Applicable Metric shall be calculated on a pro forma basis after giving effect to such acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or similar transaction and the other transactions to be entered into in connection therewith (including any Restricted Payment, Permitted Investment, Asset Sale, incurrence of Indebtedness and the use of

proceeds thereof) as if they occurred at the beginning of the applicable reference period for purposes of determining the ability to consummate any such transaction (and not for purposes of any subsequent availability of any Applicable Metric); *provided* that the pro forma calculation may exclude any non-recurring fees, costs and expenses attributable to any acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or other similar transaction.

If the Company has made a Determination Date Election, then in connection with any subsequent calculation of the satisfaction of or availability under any Applicable Metric with respect to any acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or other similar transaction (including in respect of incurrence of Indebtedness, Restricted Payments, Liens and Permitted Investments), the conveyance, lease or other transfer of all or substantially all of the assets of the Company or the designation of an Unrestricted Subsidiary on or following the relevant the Determination Date and prior to the earlier of the date on which such transaction is consummated or the definitive agreement for such transaction is terminated or expires without consummation of such transaction, any such Applicable Metric shall be calculated on a pro forma basis assuming such transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated. If the Company has made a Determination Date Election and any of the Applicable Metrics for which compliance was determined or tested as of the Determination Date is exceeded as a result of fluctuations in any such Applicable Metric, including due to fluctuations in Consolidated EBITDA, Indebtedness, Senior Secured Indebtedness or cash and Cash Equivalents of the Company or the target company, at or prior to the consummation of the relevant transaction or action, such Applicable Metrics will not be deemed to have been exceeded as a result of such fluctuations. If any related requirements and conditions (including as to the absence of any continuing Default or Event of Default) for which compliance or satisfaction was determined or tested as of the Determination Date would at any time after the Determination Date not have been complied with or satisfied (including due to the occurrence or continuation of a Default or an Event of Default), such requirements and conditions will not be deemed to have been failed to be complied with or satisfied (and such Default or Event of Default shall be deemed not to have occurred or be continuing).

If any Applicable Metric is determined by reference to the greater of a fixed amount (the "*numerical permission*") and a percentage of Consolidated EBITDA (the "*grower permission*") and the grower permission of the Applicable Metric exceeds the applicable numerical permission at any time, the numerical permission shall be deemed to be increased to the highest amount of the grower permission reached from time to time and shall not subsequently be reduced as a result of any decrease in the grower permission.

For all purposes under this Indenture (including the calculation of any Applicable Metric based on Consolidated EBITDA) and unless expressly provided otherwise, Consolidated EBITDA shall be calculated as Consolidated EBITDA for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such calculation. If for purposes of the calculation of any Applicable Metric based on Consolidated EBITDA pro forma effect has to be given to acquisitions that have been made by the Company or any of its Restricted Subsidiaries (including through mergers or consolidations and including any related financing transactions) during the relevant four-quarter reference period, or subsequent to such reference period and on or prior to the relevant calculation date, the consolidated EBITDA (or equivalent metric) of such acquired company to be taken into account for purposes such calculation, shall be calculated, *mutatis mutandis*, on the basis described in the preceding sentence.

Events of Default and Remedies

Each of the following is an Event of Default:

(1) default for 30 days in the payment when due of interest on, or Additional Amounts with respect to, the Notes;

(2) default in payment when due at maturity, upon redemption, upon repurchase, upon declaration or otherwise, of the principal of, or premium, if any, on the Notes;

(3) failure by the Company or any of its Subsidiaries to comply with the covenant described under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets";

(4) failure by the Company or any Restricted Subsidiary for 30 days after written notice to comply with the covenants described under the captions "—Repurchase at the Option of Holders" and "—Certain Covenants";

(5) failure by the Company or any Restricted Subsidiary for 60 days after written notice to comply with any of the other agreements in the Indenture;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or guarantee now exists, or is created after the Issue Date, if that default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity;

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, in the aggregate exceeds the greater of (a) €75.0 million and (b) an amount equal to 40.0% of Consolidated EBITDA;

(7) failure by the Company or any Restricted Subsidiary to pay final judgments (which are not covered by insurance as to which a claim has been submitted and the insurer has not disclaimed or indicated an intent to disclaim responsibility for the payment thereof) in the aggregate exceeding the greater of (a) €75.0 million and (b) an amount equal to 40.0% of Consolidated EBITDA, which judgments are not paid, discharged or stayed for a period of 60 days;

(8) except as permitted by the Indenture, any Note Guarantee of any Significant Subsidiary shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor shall deny or disaffirm in writing its obligations under its Note Guarantee and such Default continues for 20 days;

(9) any security interest under the Security Documents shall, at any time, cease to be in full force and effect (other than in accordance with the relevant Security Documents, the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement) for any reason other than satisfaction in full of all obligations of the Company and its Subsidiaries under the Indenture or the release of any such security interest in accordance with the Security Documents, the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement, or the Indenture or any security interest created pursuant to the Indenture and the Security Documents shall be declared invalid or unenforceable or the Company shall assert in writing that any such security interest is invalid or unenforceable or any pledgor disaffirms in writing its obligations under the Security Documents and any such Default continues for 10 days; *provided* that, in each case, such action or event occurs in relation to any Collateral having a market value exceeding the greater of (a) €45.0 million and (b) an amount equal to 25.0% of Consolidated EBITDA;

(10) default under any other Indebtedness that is secured by the Collateral if such default results in the creditors under such Indebtedness commencing an enforcement action of their security rights over the Collateral; and

(11) certain events of bankruptcy or insolvency described in the Indenture with respect to the Company or any Restricted Subsidiary that is a Significant Subsidiary.

However, a default under clauses (4), (5), (6) or (7) of this paragraph will not constitute an Event of Default until the Trustee or the holders of 25% in aggregate principal amount of the outstanding Notes notify the Company of the default and, with respect to clauses (4), (5), (6) and (7), the Company does not cure such default within the time specified in clauses (4), (5), (6) or (7), as applicable, of this paragraph after receipt of such notice.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken

together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (6) under the caption "—Events of Default and Remedies" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (6) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, within 30 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal, premium or interest, including Additional Amounts, if any, on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

Notwithstanding clause (11) of this paragraph, the solvent liquidation or other dissolution of any Restricted Subsidiary of the Company that is a Significant Subsidiary (including, without limitation, the appointment of a liquidator or other similar officer in connection with such solvent liquidation or other dissolution) which constitutes a Permitted Reorganization shall not be an Event of Default.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from holders notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal, interest, or Additional Amounts.

The holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest or Additional Amounts on, or the principal of, the Notes.

The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default that would give either the Trustee or the holders of at least 25% or more in aggregate principal amount of Notes then outstanding the right to declare the Notes immediately due and payable, the Company is required to deliver to the Trustee a statement specifying such Default or Event of Default.

If a Default occurs for a failure to deliver a required certificate in connection with another default (an "Initial Default") then at the time such Initial Default is cured, such Default for a failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action. Any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant described under the caption "—Certain Covenants—Reports" or otherwise to deliver any notice or certificate pursuant to any other provision of the Indenture shall be deemed to be cured upon the delivery within the 30 day period contemplated by clause (4) of the first paragraph under this caption "—Events of Default and Remedies" of any such report required by such covenant or notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in the Indenture.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors, the Indenture or the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws of the United States.

Legal Defeasance and Covenant Defeasance

The Company may, at its option, and at any time, elect to have all of its obligations discharged with respect to the outstanding Notes and all obligations of the Company and any Guarantors discharged with respect to their Note Guarantees ("Legal Defeasance") except for:

(1) the rights of holders of outstanding Notes to receive payments in respect of the principal of, or interest or premium, and Additional Amounts, if any, on such Notes when such payments are due from the trust referred to below;

(2) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's and any Guarantor's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option, and at any time, elect to have the obligations of the Company and any Guarantors released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (excluding non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under the caption "—Events of Default and Remedies" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit or cause to be deposited with the Trustee (or such other entity designated or appointed (as agent) by it for such purpose), in trust, for the benefit of the holders of the Notes, cash in euros, non-callable European Government Obligations, or a combination of cash in euros and non-callable European Government Obligations, in amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants, to pay the principal of, or interest and premium, and Additional Amounts, if any, on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Company has delivered to the Trustee an Opinion of Counsel in form and substance reasonably acceptable to the Trustee confirming that (a) the Company has received from, or there has been published by, the United States Internal Revenue Service a ruling or (b) since the Issue Date, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel will confirm that, the beneficial owners of the outstanding Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such Legal Defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company has delivered to the Trustee an Opinion of Counsel in form and substance reasonably acceptable to the Trustee confirming that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such Covenant Defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the Indenture) to which the Company or any Restricted Subsidiary is a party or by which the Company or any Restricted Subsidiary is bound;

(6) the Company must deliver to the Trustee an Officer's Certificate stating that the deposit was not made or caused to be made by the Company with the intent of preferring the holders over the other creditors of the Company or

of the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(7) the Company must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the Indenture, the Notes, the Note Guarantees, the Intercreditor Agreement, any Additional Intercreditor Agreement or the Security Documents may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing default or compliance with any provision of the Indenture, the Notes, the Note Guarantees, the Intercreditor Agreement, any Additional Intercreditor Agreement or the Security Documents may be waived with the consent of the holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes); *provided*, *however*, that if any amendment, waiver or other modification will only affect one series of the Notes, only the consent of a majority in principal amount of the then outstanding Notes of such series shall be required.

For so long as the Notes are listed on the Official List of the LuxSE and admitted to trading on the Euro MTF Market and the rules of this exchange so require, the Company will inform the LuxSE and publish a notice of any such amendment, supplement or waiver in a newspaper having a general circulation in Luxembourg (currently expected to be the Luxemburger Wort) or the website of the LuxSE (www. www.luxse.com).

Without the consent (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes) of holders of at least 90% of the aggregate principal amount of the then outstanding Notes affected (*provided* that, if any amendment, waiver or other modification will only affect one series of the Notes, only the consent of at least 90% of the aggregate principal amount of the then outstanding Notes of such series shall be required), an amendment or waiver may not (with respect to any Notes held by a non-consenting holder):

(1) reduce the principal amount of Notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes (other than provisions described under the caption "—Repurchase at the Option of Holders" and the covenant described under the caption "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries");

(3) reduce the rate of or change the time for payment of interest on any Note;

(4) amend the contractual right of any holder of Notes to institute suit for the enforcement of any payment of, premium, if any, or interest on any such holder's Notes on or after the stated maturity or redemption date of any such holder's Notes;

(5) waive a Default or Event of Default in the payment of principal of, or interest, premium, or Additional Amounts, if any, on the Notes (except a rescission of acceleration of the Notes by the holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(6) make any Note payable in currency other than that stated in the Notes;

(7) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of holders of Notes to receive payments of principal of, or interest, premium, or Additional Amounts, if any, on the Notes;

(8) waive a redemption payment with respect to the Notes (other than a payment required by either the provisions described under the caption "—Repurchase at the Option of Holders" or the covenant described under the caption "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries");

(9) release any Guarantor from any of its obligations under its Note Guarantee or the Indenture, except in accordance with the terms of the Indenture or the Intercreditor Agreement;

(10) release the security interest granted for the benefit of the holders of Notes in the Collateral other than in accordance with the terms of the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement or as otherwise permitted by the Indenture; or

(11) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding paragraphs, without the consent of any holder of Notes, the Company and the Guarantors and the Trustee and the other parties thereto may amend or supplement the Indenture, the Notes or the Note Guarantees, the Intercreditor Agreement, any Additional Intercreditor Agreement or the Security Documents:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of Definitive Registered Notes;

(3) to provide for the assumption of the Company's or a Guarantor's obligations to holders in the case of a merger or consolidation or sale of all or substantially all of the Company's or such Guarantor's assets;

(4) to make such changes as are necessary to provide for the issuance of Additional Notes in compliance with the covenants described within this "Description of the Notes" (including for the issuance of Additional Notes denominated in a currency different from the currency of the initially issued Notes), or to add guarantees in favor of the Notes;

(5) to mortgage, pledge, hypothecate or grant security interest in favor of the Security Agent to the extent necessary to grant a security interest for the benefit of any Person; provided that the granting of such security interest is not prohibited by the Indenture and the covenant described under the caption "—Certain Covenants—Impairment of Security Interest" is complied with;

(6) to conform the text of the Indenture, the Note Guarantees, the Security Documents or the Notes to any provision of this "Description of the Notes" to the extent that such provision in this "Description of the Notes" was intended to be a verbatim recitation of a provision of the Indenture, the Security Documents, the Note Guarantees or the Notes;

(7) to add additional assets or property as Collateral;

(8) to evidence and provide the acceptance of the appointment of a successor Trustee or Security Agent under the Indenture, the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement;

(9) as provided under the caption "—Additional Intercreditor Agreements";

(10) to allow any Guarantor to execute a supplemental indenture and/or a Guarantee with respect to the Notes;

(11) to confirm and evidence the release, termination, discharge or retaking of any guarantee or Lien (including the Collateral and the Security Documents) with respect to or securing the Notes when such release, termination, discharge or retaking is provided for under the Indenture, the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement; or

(12) to make any change that would provide any additional rights or benefits to the holders or that does not adversely affect the legal rights under the Indenture of any such holder in any material respect.

The consent of the holders of Notes is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

In formulating its opinion on such matters, the Trustee shall be entitled to rely absolutely on such evidence as it deems appropriate, including an Opinion of Counsel and an Officer's Certificate.

Notwithstanding anything to the contrary in the paragraph above, in order to effect an amendment authorized by clause (10) above, it shall only be necessary for the supplemental indenture to be duly authorized and executed by the Company, such additional Guarantor and the Trustee.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(1) either:

(a) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for which payment money has been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

(b) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the delivering of a notice of redemption or otherwise or will become due and payable within one year and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee (or such other entity designated or appointed (as agent) by it for such purpose) as trust funds in trust solely for the benefit of the holders, cash in euros, non-callable European Government Obligations, or a combination of cash in euros and non-callable European Government Obligations, in an aggregate amount as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, Additional Amounts, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default has occurred and is continuing on the date of such deposit or will occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other material instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(3) the Company or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(4) the Company has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Company must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (1), (2), (3) and (4)).

Concerning the Trustee

The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days or resign. If the Trustee becomes the owner or pledgee of the Notes it may deal with the Company with the same rights it would have if it were not the Trustee, Paying Agent, Registrar or such other agent.

The holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default occurs and is continuing, the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Indenture, and no implied covenants or obligations can be read into the Indenture against the Trustee. The Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any holder of Notes, unless such holder has offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

Judgment Currency

Any payment on account of an amount that is payable in euros (the "Required Currency") which is made to or for the account of any holder of a Note in lawful currency of any other jurisdiction (the "Other Currency") whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of any of the Company or any Guarantor shall constitute a discharge of the Company's or such Guarantor's obligation under the Indenture, the Notes or the Note Guarantees, as the case may be, only to the extent of the amount of the Required Currency which such holder could purchase in the New York foreign exchange markets with the amount of the Other Currency in accordance with normal banking procedures at the rate of exchange prevailing on the first day (other than a Saturday or Sunday) on which banks in New York, are generally open for business following receipt of the payment first referred to above. If the amount of the Required Currency that could be so purchased is less than the amount of the Required Currency originally due to such holder, the Company or such Guarantor, as the case may be, shall indemnify and save harmless such holder from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in the Indenture, the Notes or the Note Guarantees, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any holder of a Note from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under any judgment or order.

Consent to Jurisdiction and Service of Process

The Indenture will provide that the Company and each Guarantor will appoint eDreams, Inc. as its agent for service of process in any suit, action or proceeding with respect to the Indenture, the Notes and the Note Guarantees brought in any federal or state court located in the City of New York and will submit to such jurisdiction.

Additional Information

Anyone who receives this offering memorandum may obtain a copy of the Indenture without charge at the registered office of the Company and at the offices of the Paying Agent and Deutsche Bank AG, London Branch, or by writing to Deutsche Bank Luxembourg S.A.

Governing Law

The Indenture, the Notes and the Note Guarantees are governed by the laws of the State of New York. The Spanish Deed of Issuance will be governed by, and construed in accordance with, Spanish law, as applicable.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"Acquired Debt" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and, in the case of any natural Person, any Immediate Family member of such Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings.

"Applicable Metric" means any financial covenant or financial ratio or incurrence-based permission, test, basket or threshold in the Indenture (including any financial definition or component thereof and any financial ratio, test, basket or threshold or permission based on the calculation of Consolidated EBITDA, Gross Leverage Ratio, Secured Gross Leverage Ratio and Non-Guarantor Gross Leverage Ratio or the Fixed Charge Coverage Ratio), any Default, Event of Default or other relevant breach of the Indenture.

"Applicable Premium" means with respect to a Note at any redemption date, the greater of (a) 1.0% of the principal amount of such Note at such time and (b) the excess of (A) the present value at such time of (i) the redemption price of such Note on June 30, 2027 (such redemption price being described in the table appearing in the second paragraph under the caption "—Optional Redemption" exclusive of any accrued interest to such redemption date), plus (ii) any required interest payments due on such Note through and including June 30, 2027 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the Bund Rate plus 50 basis points, over (B) the principal amount of such Note, as calculated by the Company or other Person appointed by the Company for this purpose. For the avoidance of doubt, calculation of the Applicable Premium shall not be an obligation or duty of the Trustee, the Paying Agent, the Registrar or the Transfer Agent.

"Asset Sale" means:

(1) the sale, lease, conveyance or other disposition of any assets, other than sales of (i) treasury stock of the Company and (ii) inventory in the ordinary course of business; provided that the sale, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by the covenant described under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" and not by the covenant described under the caption "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries"; and

(2) the issuance of Capital Stock in any Restricted Subsidiary or the sale by the Company or any Restricted Subsidiary of Capital Stock in any Restricted Subsidiary.

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than the greater of (a) €27.0 million and (b) an amount equal to 15.0% of Consolidated EBITDA;

(2) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(3) an issuance of Equity Interests by any Restricted Subsidiary to the Company or to another Restricted Subsidiary;

(4) the sale, lease, assignment or sublease of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(5) the sale or other disposition of cash or Cash Equivalents;

(6) a Restricted Payment that is permitted by the covenant described under the caption "—Certain Covenants—Restricted Payments";

(7) a Permitted Investment;

(8) a disposition of surplus, obsolete or worn-out equipment or any assets or equipment that is no longer useful in the conduct of the business of the Company and its Restricted Subsidiaries in the ordinary course of business;

(9) the grant of licenses and sublicenses of intellectual property rights and software to third parties in the ordinary course of business and the transfer or disposal to third parties of any intangible assets derived from the research and development of products of the Company in the ordinary course of business;

(10) the disposal or abandonment of intellectual property that is no longer economically practicable to maintain or which is no longer required for the business of the Company and its Restricted Subsidiaries;

(11) sales or dispositions of Receivables in connection with any factoring, securitization or similar Receivables-based financing transaction pursuant to customary arrangements; provided that any Indebtedness incurred in relation thereto is permitted to be incurred by the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock";

(12) a disposition by way of the granting of a Permitted Lien or foreclosures on assets;

(13) a disposition by way of the granting of a Lien permitted by the covenant described under the caption "—Certain Covenants—Liens," including Permitted Liens;

(14) the foreclosure, condemnation, abandonment or any similar action with respect to any property or other assets and any surrender or waiver of contract rights, or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(15) the disposition of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(16) sales or other dispositions of assets received by the Company or any Restricted Subsidiary upon the foreclosure on a Lien granted in favor of the Company or any Restricted Subsidiary;

(17) a disposition that is made in connection with the establishment of a joint venture which is a Permitted Investment or sales, transfers and other dispositions of Investments in joint ventures to the extent required by or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding agreements;

(18) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(19) any sale or other disposition of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(20) the disposition of assets to a Person providing services in relation to such assets, including in connection with any services which have been or are to be outsourced by the Company or any Restricted Subsidiary to such Person; and

(21) that is a disposition as part of any Permitted Reorganization.

"Available RP Capacity Amount" means:

(1) the aggregate amount of Restricted Payments that may be made at the time of determination pursuant to (x) the first paragraph of the covenant described under "—Certain Covenants—Restricted Payments" and (y) clauses (7), (9), (12) and (13) of the second paragraph of the covenant described under "—Certain Covenants—Restricted Payments," in each case, multiplied by 100%; minus

(2) the sum of the amount of the Available RP Capacity Amount utilized by the Company or any Restricted Subsidiary to (i) make Restricted Payments in reliance on the first paragraph of the covenant described under "—Certain Covenants—Restricted Payments" and clauses (7), (9), (12) and (13) of the second paragraph of the covenant described under "—Certain Covenants—Restricted Payments," and (ii) Incur Indebtedness pursuant to clause (18) of the second paragraph of the covenant described under "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock"; plus

(3) the aggregate principal amount of Indebtedness prepaid prior to or substantially concurrently at such time, solely to the extent such Indebtedness was Incurred pursuant to clause (18) of the second paragraph of the covenant described under "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" (it being understood that the amount under this clause (3) shall only be available for use

pursuant to clause (18) of the second paragraph of the covenant described under "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock").

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Board of Directors" means:

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the board of directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

"Bund Rate" means, with respect to any relevant date, the rate per annum equal to the equivalent yield to maturity as of such date of the Comparable German Bund Issue, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price for such relevant date, where:

(1) "Comparable German Bund Issue" means the German Bundesanleihe security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such redemption date to June 30, 2027, and that would be utilized at the time of selection and in accordance with customary financial practice, in pricing new issues of euro-denominated corporate debt securities in a principal amount approximately equal to the then outstanding principal amount of the Notes and of a maturity most nearly equal to June 30, 2027; provided, however, that, if the period from such redemption date to June 30, 2027, is less than one year, a fixed maturity of one year shall be used;

(2) "Comparable German Bund Price" means, with respect to any relevant date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations, or if the Company obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations;

(3) "Reference German Bund Dealer" means any dealer of German Bundesanleihe securities appointed by the Company in good faith; and

(4) "Reference German Bund Dealer Quotations" means, with respect to each Reference German Bund Dealer and any relevant date, the average as determined by the Company of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference German Bund Dealer at 3:30 p.m. Frankfurt, Germany, time on the third Business Day preceding the relevant date.

"Business Day" means a day (other than a Saturday or Sunday) on which banks and financial institutions are open in New York, London, Madrid, Barcelona, Luxembourg and any place of payment under the Indenture.

"Capital Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Capital Stock" means:

(1) in the case of a corporation, ordinary shares, preferred stock, corporate stock, share capital, treasury stock or other participation in the share capital of such corporation (including in the form of acciones or participaciones);

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person;

except, in each case, any *préstamo participativo*.

"Cash Equivalents" means:

(1) (a) euros, U.S. dollars or pound sterling or (b) in respect of any Restricted Subsidiary, its local currency;

(2) securities or marketable direct obligations issued by or directly and fully guaranteed or insured by the government of a member of the European Union, the United Kingdom, the United States, Canada, Switzerland or Japan having maturities of not more than twelve months from the date of acquisition;

(3) certificates of deposit and euro time deposits with maturities of twelve months or less from the date of acquisition, bankers' acceptances with maturities not exceeding twelve months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of €500.0 million;

(4) repurchase obligations and reverse repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having at the time of acquisition thereof at least P-1 by Moody's, at least A-1 by S&P or at least F-1 by Fitch and in each case maturing within twelve months after the date of acquisition;

(6) Indebtedness or preferred stock issued by Persons with a ranking of "A" or higher from S&P, "A2" or higher from Moody's or "A" or higher from Fitch; and

(7) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (6) of this definition.

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole to another "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than one or more Permitted Holders;

(2) the adoption of a plan relating to the liquidation or dissolution of the Company, except as part of a merger, or consolidation, or a sale, assignment, transfer, conveyance or other disposition of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries, in each case permitted under the covenant described under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets"; or

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined in clause (1) above) or any "group" (as that term is used in Section 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Company, measured by voting power rather than number of shares;

provided that, in each case, a Change of Control shall not be deemed to have occurred if such Change of Control is also a Specified Change of Control Event.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consolidated EBITDA" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus the following to the extent deducted in calculating such Consolidated Net Income, without duplication:

(1) provision for taxes based on income or profits of such Person and its Subsidiaries which are Restricted Subsidiaries for such period; *plus*

(2) the Consolidated Interest Expense of such Person and its Subsidiaries which are Restricted Subsidiaries for such period; *plus*

(3) depreciation, amortization (including, without limitation, amortization of intangibles and deferred financing fees) and other non-cash charges and expenses (including without limitation write-downs and impairment of property, plant, equipment and intangibles and other long-lived assets and the impact of purchase accounting on the Company and its Restricted Subsidiaries for such period) of the Company and its Restricted Subsidiaries (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) for such period; *plus*

(4) the amount of any minority interest expense consisting of subsidiary income attributable to minority equity interests of third parties in any non-Wholly Owned Restricted Subsidiary in such period or any prior period, except to the extent of dividends declared or paid on, or other cash payments in respect of, Equity Interests held by such parties; *plus*

(5) any expense or charge attributable to a post-employment benefit scheme other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme; *plus*

(6) any expenses, charges or fees relating to any Equity Offering, Permitted Investment, acquisition, disposition, joint venture, recapitalization or the incurrence, amendment, waiver or other modification of any Indebtedness permitted to be incurred by the Indenture (or the refinancing thereof) (whether or not successful or consummated); *plus*

(7) (i) the amount of any restructuring charge, accrual or reserve (and adjustments to existing reserves), integration cost or other business optimization expense or cost (including charges directly related to the implementation of cost-savings or research and development initiatives) that is deducted (and not added back) in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions or divestitures after the Issue Date, including those related to any severance, retention, signing bonuses, relocation, recruiting and other employee related costs, internal costs in respect of strategic initiatives, research and development initiatives, and curtailments or modifications to pension and post-retirement employment benefit plans (including any settlement of pension liabilities), systems development and establishment costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business and consulting fees Incurred with any of the foregoing and (ii) fees, costs and expenses associated with acquisition related litigation and settlements thereof; *plus*

(8) the amount of "run-rate" cost savings (including cost savings with respect to salary, benefit and other direct savings resulting from work force reductions and facility, benefit and insurance savings), operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies that are projected by the Company (in good faith) to be realized as a result of actions taken or expected to be taken after the date of any acquisition, disposition, divestiture, restructuring or the implementation of a cost savings, research and development or other similar initiative, as applicable (calculated on a pro forma basis as though such cost savings, operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies had been realized on the first day of such period and during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that, in each case in the good faith determination of the Company, (i) all steps have been taken, or are reasonably expected to be taken, in good faith, for realizing such cost-savings, (ii) such cost savings are reasonably identifiable, factually supportable and anticipated to be realized within 24 months of the taking of such action and (iii) the amount of any adjustments made pursuant to this subclause (8) for any period of four

consecutive fiscal quarters shall not exceed more than 25.0% of Consolidated EBITDA for such period (calculated before giving effect to any such adjustments); *plus*

(9) the amount of deferred revenue from "Prime" subscription fees that have been collected and that are pending to be accrued for such period; *plus*

(10) unrealized foreign exchange gains or losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Company and its Restricted Subsidiaries; *plus*

(11) all expenses incurred directly in connection with any early extinguishment of Indebtedness; *minus*

(12) non-cash items increasing such Consolidated Net Income for such period (other than any non-cash items increasing such Consolidated Net Income pursuant to clauses (1) through (14) of the definition of Consolidated Net Income), other than the reversal of a reserve for cash charges in a future period in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with GAAP, except as otherwise stated in the Indenture.

"Consolidated Interest Expense" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense (net of interest income) of such Person and its Subsidiaries which are Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt discount (but not debt issuance costs, commissions, fees and expenses), non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments), the interest component of deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings; *plus*

(2) the consolidated interest expense (but excluding such interest on Subordinated Shareholder Debt) of such Person and its Subsidiaries which are Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Subsidiaries which are Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Subsidiaries which are Restricted Subsidiaries; *plus*

(4) net payments and receipts (if any) pursuant to interest rate Hedging Obligations (excluding amortization of fees) with respect to Indebtedness; *plus*

(5) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Stock of the Company or preferred stock of any Restricted Subsidiary, other than dividends on Equity Interests payable to the Company or a Restricted Subsidiary, *times* (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined national, state and local statutory tax rate of such Person, expressed as a decimal, as estimated in good faith by a responsible accounting or financial officer of the Company.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (loss) of any Unrestricted Subsidiaries), determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; *provided* that:

(1) any net after-tax extraordinary, non-recurring or exceptional gains or losses or income, expenses or charges (less all fees and expenses related thereto) and any severance expenses will be excluded;

(2) the net income of any Person that is not a Restricted Subsidiary or that is accounted for under the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary which is a Subsidiary of the Person;

(3) solely for the purpose of determining the amount available for Restricted Payments under clause (3)(a) of the first paragraph under the caption "—Certain Covenants—Restricted Payments," any net income of any Restricted Subsidiary (other than any Guarantor) will be excluded if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company (or any Guarantor that holds the Equity Interests of such Restricted Subsidiary, as applicable), by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Notes, the Indenture or the Super Senior Credit Facilities and (c) contractual restrictions in effect on the Issue Date with respect to such Restricted Subsidiary and other restrictions with respect to such Restricted Subsidiary that, taken as a whole, are not materially less favorable to the holders of the Notes than such restrictions in effect on the Issue Date), except that the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary (other than any Guarantor), to the limitation contained in this clause);

(4) any net after-tax income or loss from discontinued operations and any net after-tax gains or losses on disposal of discontinued operations shall be excluded;

(5) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Company or any Restricted Subsidiaries (including pursuant to any sale leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by the Company) will be excluded;

(6) any one time non-cash charges or any amortization or depreciation resulting from purchase accounting, in each case, in relation to any acquisition of, or merger or consolidation with, another Person or business or resulting from any reorganization or restructuring involving the Company or its Subsidiaries will be excluded;

(7) the cumulative effect of a change in accounting principles will be excluded;

(8) any unrealized gains or losses in respect of Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value or changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations will be excluded;

(9) any non-cash compensation charge or expenses arising from any grant of stock, stock options or other equity based awards will be excluded;

(10) any goodwill or other intangible or tangible asset impairment charges will be excluded;

(11) all deferred financing costs written off and premium paid in connection with any early extinguishment of Indebtedness and any net gain or loss from any write-off or forgiveness of Indebtedness will be excluded;

(12) any capitalized interest (including accreting or pay-in-kind interest) on any Subordinated Shareholder Debt will be excluded;

(13) any foreign currency translation gains or losses (including gains or losses related to currency remeasurements of Indebtedness) of the Company and its Restricted Subsidiaries will be excluded; and

(14) any expenses, costs or other charges (including any non-cash charges) related to the Refinancing will be excluded.

"Credit Facilities" means one or more debt facilities, instruments, arrangements, commercial paper facilities, overdraft facilities, indentures, trust deeds or note purchase agreements, in each case with banks, other institutional lenders, funds, investors or governmental lending agencies providing for revolving credit loans, bonds, notes, debt securities, term loans, Receivables-based financing (including through the sale of Receivables to such lenders or to

special purpose entities formed to borrow from such lenders against such Receivables) or letters of credit, bonds, notes, debentures or other corporate debt instruments or other Indebtedness, including the Super Senior Credit Facilities, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time and, in each case, including all agreements, indentures, instruments, purchase agreements and documents executed and delivered pursuant to or in connection with the foregoing (including any letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facilities" shall include any agreement or instrument (i) changing the maturity of any Indebtedness incurred thereunder, (ii) adding Subsidiaries of the Company as additional borrowers, issuers or guarantors thereunder, (iii) increasing the amount of Indebtedness incurred thereunder or available to be borrowed thereunder or (iv) otherwise altering the terms and conditions thereof.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Designated Non-Cash Consideration" means the fair market value (as determined in good faith by an officer or the Board of Directors of the Company) of non-cash consideration received by the Company or any Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under the caption "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries."

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 365 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Company to repurchase such Capital Stock upon the occurrence of a Change of Control or an Asset Sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described under the caption "—Certain Covenants—Restricted Payments."

"eDreams Gibraltar" means eDreams (Gibraltar) Limited, an entity organized under the laws of Gibraltar.

"eDreams, Inc." means eDreams, Inc., a corporation organized under the laws of Delaware.

"eDreams International" means eDreams International Network, S.L., an entity organized under the laws of Spain.

"eDreams S.R.L." means eDreams S.R.L., an entity organized under the laws of Italy.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding (i) any debt security that is convertible into, or exchangeable for, Capital Stock and (ii) any préstamo participativo).

"Equity Investors" means (i) the Ardian Funds and its Affiliates or any trust, fund, company or partnership owned, managed or advised by Ardian France S.A. or its Affiliates and (ii) the Permira Funds or any trust, fund, company or partnership owned, managed or advised by Permira Asesores, S.L. or its Affiliates.

"Equity Offering" means any public or private sale of Equity Interests of the Company (other than Disqualified Stock) other than public offerings with respect to common stock of the Company registered on Form S-8 or its equivalent.

"Euro Equivalent" means, with respect to any monetary amount in a currency other than the euro, at any time of determination thereof, the amount of euro obtained by converting such currency other than euro involved in such computation into euro at the spot rate for the purchase of euro with the applicable currency other than euro as published in the Financial Times in the "Currency Rates" section (or, if the Financial Times is no longer published, or if such information is no longer available in the Financial Times, such source as may be selected in good faith by the Company) on the date of such determination. Except as expressly provided otherwise, whenever it is necessary to determine whether the Company or any Restricted Subsidiary has complied with any covenant or other provision in the Indenture or if there has occurred a Default or an Event of Default and an amount is expressed in a currency other than euro, such amount will be treated as the Euro Equivalent determined as of the date such amount is initially determined in such non euro currency. For purposes of determining whether any Indebtedness can be incurred (including Permitted Debt), any Investment can be made or any transaction under the covenant described under the caption "—Certain Covenants—Transactions with Affiliates" can be undertaken (a "Tested Transaction"), the Euro Equivalent of such Indebtedness, Investment or transaction under the covenant described under the caption "—Certain Covenants—Transactions with Affiliates" shall be determined on the date incurred, made or undertaken and, in each case, no subsequent change in the Euro Equivalent shall cause such Tested Transaction to have been incurred, made or undertaken in violation of the Indenture.

"European Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of a member state of the European Union (including any agency or instrumentality thereof) for the payment of which the full faith and credit of such government is pledged.

"Event of Default" has the meaning set forth under "—Events of Default and Remedies."

"Exchange Act" means the U.S. Exchange Act of 1934, as amended.

"Existing Indebtedness" means Indebtedness in existence on the Issue Date, but excluding any Indebtedness under the Super Senior Credit Facilities; provided that Indebtedness that is intended to be repaid from the proceeds from the Notes as described in the Offering Memorandum under the caption "Use of Proceeds" shall constitute Existing Indebtedness only until such Indebtedness is so repaid.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. For purposes of the covenants described under the captions "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries" and "—Certain Covenants—Restricted Payments," the Fair Market Value of property or assets other than cash which involves an aggregate amount in excess of the greater of (a) €55.0 million and (b) an amount equal to 30.0% of Consolidated EBITDA, shall be set forth in a resolution approved by at least a majority of the Board of Directors of the Company set forth in an Officer's Certificate delivered to the Trustee. Except as otherwise provided herein, and for the purposes of the covenants described under the captions "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries" and "—Certain Covenants—Restricted Payments," Fair Market Value will be determined in good faith by a responsible accounting or financial officer of the Company, whose determination will be final and conclusive.

"Fitch" means Fitch Ratings.

"Fixed Charge Coverage Ratio" means with respect to any specified Person for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of determination, the ratio of the Consolidated EBITDA of such Person for such period to the Consolidated Interest Expense of such Person for such period. In the event that the specified Person or any of its Subsidiaries incurs, assumes, guarantees, repays, repurchases or redeems any Indebtedness (other than ordinary working capital borrowings, unless such ordinary working capital borrowings have been permanently repaid and have not been replaced) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the most recently ended four full fiscal quarters for which internal financial statements

are available immediately preceding the Calculation Date; provided, however, that the pro forma calculation of Consolidated Interest Expense shall not give effect to any Permitted Debt (as defined in the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock") incurred on the date of determination or to any discharge on the date of determination of any Indebtedness to the extent such discharge results from the proceeds of Permitted Debt.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio, without double counting:

(1) acquisitions that have been made by the specified Person or any of its Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be given pro forma effect as if they had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a pro forma basis, but without giving effect to clause (2) of the proviso set forth in the definition of Consolidated Net Income; the consolidated EBITDA (or equivalent metric) of the acquired company to be taken into account for purposes of the calculation of the Fixed Charge Coverage Ratio shall be calculated, mutatis mutandis, on the basis described in the first paragraph of this definition;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of or the operations of which are substantially terminated prior to the Calculation Date, shall be excluded;

(3) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the specified Person or any of its Subsidiaries following the Calculation Date; and

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period; and any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period.

For purposes of this definition and the definitions of Consolidated EBITDA, Consolidated Interest Expense and Consolidated Net Income, whenever pro forma effect is to be given to (a) an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible financial or accounting officer of the Company and may include pro forma expenses and cost reductions and cost synergies that have occurred or are reasonably expected to occur in the good faith judgment of a responsible financial or accounting officer of the Company, and (b) a transaction, in respect of cost synergies and cost savings, the pro forma calculations shall be made as though the full effect of such cost synergies and cost savings were realized on the first day of the relevant period and shall also include the reasonably anticipated full run rate cost savings effect (determined in good faith by a responsible financial or accounting officer of the Company) of costs savings and programs that have been initiated by the Company and its Restricted Subsidiaries as though such costs savings programs had been fully implemented on the first day of the relevant period.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness). For purposes of this definition, whenever pro forma effect is to be given to any Indebtedness incurred pursuant to a revolving credit facility, the amount outstanding on the date of such calculation will be computed based on (1) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which the facility was outstanding or (2) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation. Interest on Indebtedness that may optionally be determined at an interest rate based on a prime or similar rate, a euro interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen or, if none, then based upon such optional rate chosen as the relevant Person may designate.

"GAAP" means International Financial Reporting Standards promulgated by the International Accounting Standards Board and as adopted by the European Union or any variation thereof with which the Company or any Restricted Subsidiary are, or may be, required to comply; provided that at any date after the Issue Date, other than for purposes of the reports required under the covenant described under the caption "—Certain Covenants—Reports", the Company may make an irrevocable election to establish that "GAAP" shall mean GAAP as in effect on a date that is on or prior to the date of such election; *provided further* that, and notwithstanding any election that may be made pursuant to the proviso above, for purposes of calculations and determinations under the Indenture based on GAAP the Company may elect to apply IFRS 16 (Leases) or IAS 17 (Leases) (as in effect immediately prior to the adoption of IFRS 16 (Leases)).

"Geo Travel Pacific" means Geo Travel Pacific Pty Ltd (ABN 33 167 794 756), a company incorporated under the laws of the Commonwealth of Australia, having its registered office at C/- Gunderson Briggs, Level 2, 117 Clarence street, Sydney, 2000, New South Wales, Australia.

"Go Voyages" means Go Voyages S.A.S., an entity organized under the laws of France.

"Go Voyages Trade" means Go Voyages Trade S.A.S., an entity organized under the laws of France.

"Gross Leverage Ratio" means, as of any date of determination, the ratio of (x) the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date to (y) the aggregate amount of Consolidated EBITDA of the Company for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal financial statements are available. In the event that the Company or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings that have been permanently repaid and have not been replaced) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Gross Leverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Gross Leverage Ratio is made (the "Leverage Ratio Calculation Date"), then the Gross Leverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Gross Leverage Ratio, without double counting:

(1) acquisitions that have been made by the Company or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Leverage Ratio Calculation Date shall be given pro forma effect as if they had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a pro forma basis; the consolidated EBITDA (or equivalent metric) of the acquired company to be taken into account for purposes of the calculation of the Gross Leverage Ratio shall be calculated, mutatis mutandis, on the basis described in the first paragraph of this definition;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of or the operations of which are substantially terminated prior to the Leverage Ratio Calculation Date, shall be excluded;

(3) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Leverage Ratio Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the Company or any of its Restricted Subsidiaries following the Leverage Ratio Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Leverage Ratio Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period; and any Person that is not a Restricted Subsidiary on the Leverage Ratio Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(5) transfers of shares of, or other transactions that have occurred or are contractually committed with respect to, the Company or any Restricted Subsidiary, that constitute an event that is contemplated by the definition of Specified Change of Control Event, and solely for the purpose of making the determination pursuant to Specified Change of Control Event, shall be given pro forma effect as if it had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a pro forma basis (including anticipated synergies and expenses and cost savings expected to be obtained from such transaction).

For purposes of this definition and the definitions of Consolidated EBITDA, Consolidated Interest Expense and Consolidated Net Income, whenever pro forma effect is to be given to a transaction, (a) the pro forma calculations shall be determined in good faith by a responsible financial or accounting officer of the Company and may include pro forma expenses and cost reductions and cost synergies that have occurred or are reasonably expected to occur in the good faith judgment of a responsible financial or accounting officer of the Company, (b) in respect of cost synergies and cost savings, the pro forma calculations shall be made as though the full effect of such cost synergies and cost savings were realized on the first day of the relevant period and shall also include the reasonably anticipated full run rate cost savings effect (determined in good faith by a responsible financial or accounting officer of the Company) of costs savings and programs that have been initiated by the Company and its Restricted Subsidiaries as though such costs savings programs had been fully implemented on the first day of the relevant period, (c) pro forma effect shall be given to transactions for which the Company has made a Determination Date Election, (d) Indebtedness incurred in reliance on the second paragraph of the covenant described under "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" (other than pursuant to clause (15) thereof) as of the date of determination shall be excluded and (e) the discharge on the determination date of any Indebtedness to the extent that the discharge of such Indebtedness results from proceeds of Indebtedness incurred in reliance on the second paragraph of the covenant described under "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" shall not be given effect.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness). For purposes of this definition, whenever pro forma effect is to be given to any Indebtedness incurred pursuant to a revolving credit facility, the amount outstanding on the date of such calculation will be computed based on (1) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which the facility was outstanding or (2) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation. Interest on Indebtedness that may optionally be determined at an interest rate based on a prime or similar rate, a euro interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen or, if none, then based upon such optional rate chosen as the relevant Person may designate.

"Group" means the Company and its Subsidiaries.

"guarantee" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"Guarantors" means each of Opodo Limited, Go Voyages, Liligo, Go Voyages Trade, eDreams S.R.L., Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams, Inc., eDreams (Gibraltar) Limited and Viagens eDreams and any other Restricted Subsidiary that guarantees the Notes from time to time; provided, in each case, that a Guarantor shall cease to be a Guarantor upon release of its Note Guarantee in accordance with the terms of the Indenture.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in interest rates or foreign exchange rates.

"Immediate Family" has the meaning specified in Rule 16a-1(e) of the Exchange Act.

"Indebtedness" means:

(A) with respect to any specified Person, the principal and premium amount of any indebtedness (excluding accrued expenses and trade payables) of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or, without duplication, reimbursement agreements in respect thereof, except to the extent such reimbursement obligation relates to a trade payable and such obligation is satisfied within 30 days of incurrence);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property or services which deferred purchase price is due more than twelve months after such property is acquired or such services are completed (but excluding, for the purpose of calculating the Fixed Charge Coverage Ratio, any amount deemed to represent interest pursuant to the definition of Consolidated Interest Expense); or

(6) representing any Hedging Obligations (the amount of any such indebtedness to be equal at any time to the net payments that would be payable by such Person at such time under the Hedging Obligations at its scheduled termination date),

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with GAAP; and

(B) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person (to the extent guaranteed by such Person); *provided*, *however*, that in the case of such Indebtedness secured by a Lien, the amount of such Indebtedness will be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Person;

provided, *however*, that in no event shall the following constitute Indebtedness: (i) advances paid by customers in the ordinary course of business for services or products to be provided or delivered in the future, (ii) deferred taxes, (iii) post-closing payment adjustments in connection with the purchase of any business to which a seller may be entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter, (iv) any contingent obligation in respect of workers' compensation claims, early retirement obligations, obligations in respect of severance or retirement or pension fund contributions, (v) contingent obligations in the ordinary course, (vi) any obligations in respect of operating leases and other leases that do not constitute Capital Lease Obligations, (vii) obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, performance bond, advance payment bonds, surety bonds, completion or performance guarantees or similar transactions, including any such letter of credit or guarantee issued under any Credit Facility (including the Super Senior Credit Facilities), to the extent that such letters, bonds, guarantees or similar credit transactions are not drawn upon, (viii) obligations of any other Person except as provided by (B) above, and (ix) Subordinated Shareholder Debt.

The amount of any Indebtedness outstanding as of any date shall be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and

(2) the principal amount of the Indebtedness in the case of any other Indebtedness.

"Intercreditor Agreement" means the Intercreditor Agreement, dated on the Issue Date, between, amongst others, the facility agent under the Super Senior Credit Facilities, the Company, various subsidiaries of the Company, the Trustee and the Security Agent, as amended from time to time.

"Investments" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of other extensions of credit, loans (including the maintenance of current accounts, cash accounts, and the extension of guarantees or other obligations), advances (other than advances to suppliers in the ordinary course of business or to customers in the ordinary course of business that are recorded as Receivables) or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet (excluding the footnotes) prepared in accordance with GAAP. If the Company or any of its Subsidiaries sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Equity Interests of such Subsidiary not sold or disposed of in an amount determined as provided in the last paragraph of the covenant described under the caption "—Certain Covenants—Restricted Payments." The acquisition by the Company or any of its Subsidiaries of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investment held by the acquired Person in such third Person in an amount determined as provided in the last paragraph of the covenant described under the caption "—Certain Covenants—Restricted Payments."

"Issue Date" means June 27, 2025.

"Legal Reservations" means (1) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganization and other laws generally affecting the rights of creditors, (2) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of any stamp duty may be void and defenses of set-off or counterclaim, (3) the principle that default interest may be held to be unenforceable on the grounds that it is a penalty, (4) similar principles, rights and defenses under the laws of any relevant jurisdiction and (5) any other matters which are customarily set out as qualifications or reservations as to matters of law of general application in legal opinions regarding such matters.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"Liligo" means Liligo Metasearch Technologies, S.A.S., an entity organized under the laws of France.

"Loan Receivable" means any rights in respect of any Indebtedness arising under any downstream intercompany loan made by the Company to any Subsidiary of the Company (but, for the avoidance of doubt, excluding any Indebtedness arising under (i) any upstream intercompany loan made by a Subsidiary of the Company to the Company and (ii) any upstream, downstream or cross-stream intercompany loans between any Subsidiaries of the Company).

"Market Capitalization" means an amount equal to (i) the total number of issued and outstanding shares of common stock or common equity interests of the Company on the date of the declaration of the relevant dividend on the Capital Stock of the Company, or the date of the relevant purchase, repurchase or other acquisition or retirement of Capital Stock or other Equity Interests of the Company or, at the Company's election, the date of the public announcement of a planned program of purchases, repurchases, other acquisitions or retirements of Capital Stock or other Equity Interests of the Company, as applicable, multiplied by (ii) the arithmetic mean of the closing prices per share of such common stock or common equity interests on the principal market therefor for the 30 consecutive trading days immediately preceding the date of declaration of such dividend, or the date of such purchase, repurchase or other acquisition or retirement, or such announcement, as applicable.

"Material Intellectual Property" means the intellectual property required in order to conduct the business of the Group in all material respects as it is being conducted, to the extent that failure to own or have such intellectual property licensed to it would have a material adverse effect on the business, assets or financial condition of the Group taken as a whole.

"Material Subsidiary" means any Restricted Subsidiary of which the operating profit less depreciation, amortization and impairment losses calculated on a basis consistent with Consolidated EBITDA and excluding intra-group items is equal to or greater than 5.0% of the Consolidated EBITDA of the Company and its Subsidiaries, determined by reference to the most recently available audited accounts delivered to the Trustee pursuant to the Indenture. A determination by a responsible accounting or financial officer of the Company that a Restricted Subsidiary is or is not a Material Subsidiary shall in the absence of manifest error be final and conclusive.

"Merger" means any amalgamation, demerger, merger, consolidation or corporate reconstruction.

"Moody's" means Moody's Investors Service, Inc.

"Net Cash Proceeds" means (a) the aggregate proceeds in cash or Cash Equivalents received by the Company or any Restricted Subsidiary in respect of any Asset Sale (including, without limitation, any cash in cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP; and (b) with respect to any issuance or sale of Capital Stock or Permitted Refinancing Indebtedness, the proceeds of such issuance or sale in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or Cash Equivalents (except to the extent that such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary), net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultants' and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Non-Guarantor Gross Leverage Ratio" means the Gross Leverage Ratio, but calculated by replacing "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date" in clause (x) of such definition with "(1) the sum of the aggregate outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date less (2) the sum of the aggregate outstanding Indebtedness incurred solely by the Company and/or a Guarantor on a consolidated basis as of such date (for the avoidance of doubt, excluding from this calculation any Indebtedness of the Company or any Restricted Subsidiary owed to the Company or any Restricted Subsidiary)".

"Non-Recourse Debt" means Indebtedness:

(1) as to which neither the Company nor any Restricted Subsidiary (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender;

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness (other than Indebtedness with respect to the Notes) of the Company or any Restricted Subsidiary to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity (except for any such right that would arise pursuant to Existing Indebtedness or Credit Facilities including any refinancing in respect thereof permitted by the Indenture); and

(3) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company or any Restricted Subsidiary.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Offering Memorandum" means the offering memorandum in relation to the Notes.

"Officer's Certificate" means, with respect to any Person, a certificate signed by one authorized legal or financial officer of such Person.

"Opinion of Counsel" means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Company or its Subsidiaries.

"Opodo Limited" means Opodo Limited, a company incorporated in England and Wales with Company Number 04051797.

"Pari Passu Indebtedness" means Indebtedness of the Company or any Guarantor which is pari passu in right of payment with, in the case of the Company, the Notes, and in the case of any Guarantor, such Guarantor's Note Guarantee.

"Permitted Asset Swap" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets, cash and Cash Equivalents between the Company or any Restricted Subsidiary and another Person; provided that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with the covenant described under the caption"—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries."

"Permitted Collateral Liens" means (1) Liens on the Collateral (a) arising by operation of law or that are described in one or more of clauses (5), (8), (9), (11), (14), (17), (18) and (26) of the definition of "Permitted Liens" or (b) that are Liens granted to cash management banks securing cash management operations and that, in each case, would not materially interfere with the ability of the Security Agent to enforce the Liens on the Collateral; (2) Liens on the Collateral to secure Indebtedness of the Company or any Restricted Subsidiary that is permitted to be incurred under (a) clauses (1) or (7) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" (which Indebtedness incurred under clause (1) or, to the extent securing Indebtedness representing any Hedging Obligations in respect of interest rates under any Notes bearing a floating interest rate (including Additional Notes bearing a floating interest date), clause (7) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" may have super priority not materially less favorable to the holders of the Notes than that accorded to the Super Senior Credit Facilities on the Issue Date as provided in the Intercreditor Agreement on the Issue Date or (b) clause (8) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" (to the extent the guarantees described in clause (8) are in respect of Indebtedness otherwise permitted to be secured and is specified in this definition of "Permitted Collateral Liens"); (3) Liens on the Collateral securing the Notes on the Issue Date and any Permitted Refinancing Indebtedness in respect thereof and any Permitted Refinancing Indebtedness in respect thereof; (4) Liens on the Collateral to secure Indebtedness of the Company or any Restricted Subsidiary that is permitted to be incurred under clause (15) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and any Permitted Refinancing Indebtedness in respect thereof; and (5) Liens on the Collateral securing Senior Secured Indebtedness incurred under the first paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" (provided that in the case of clauses (4) and (5), after giving pro forma effect to such incurrence on that date and the application of the proceeds thereof, the Secured Gross Leverage Ratio shall be no greater than 3.75 to 1.00) and any Permitted Refinancing Indebtedness in respect thereof.

"Permitted Holders" means the Equity Investors and Related Parties. Any person or group whose acquisition of beneficial ownership constitutes (i) a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture or (ii) a Change of Control which is also a Specified Change of Control Event will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"Permitted Investments" means:

(1) any Investment in the Company or any Restricted Subsidiary;

(2) any Investment in cash or Cash Equivalents;

(3) any Investment by the Company or any Restricted Subsidiary in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or any Restricted Subsidiary;

(4) any Investment made as a result of the receipt of non-cash consideration including Replacement Assets from an Asset Sale (or a transaction excepted from the definition of Asset Sale) that was made pursuant to and in compliance with the covenant described under the caption "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries";

(5) any Investments received in compromise or resolution of (a) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries or (b) litigation, arbitration or other disputes;

(6) any Investment to the extent made solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company or Subordinated Shareholder Debt;

(7) (i) Receivables owing to the Company or any Restricted Subsidiary if created or acquired in the ordinary course of business and (ii) advance payments made in relation to capital expenditure in the ordinary course of business;

(8) loans and advances to, and guarantees of loans or advances to, employees in the ordinary course of business and on terms consistent with past practice, including without limitation, travel, relocation and other like advances;

(9) lease, utility and other similar deposits in the ordinary course of business or otherwise described in the definition of "Permitted Liens";

(10) Hedging Obligations incurred in compliance with the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock or Preferred Stock";

(11) Investments made after the Issue Date having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (11) that are at the time outstanding not to exceed (i) the greater of (a) €90.0 million and (b) an amount equal to 50.0% of Consolidated EBITDA, plus (ii) an amount equal to 100% of the dividends or distributions (including payments received in respect of loans and advances) received by the Company or a Restricted Subsidiary from a Permitted Joint Venture (which dividends or distributions are not included in the calculation in clauses (3)(a) through (3)(e) of the first paragraph of the covenant described under the caption "—Certain Covenants—Restricted Payments" and dividends and distributions that reduce amounts outstanding under clause (i) hereof); provided that if an Investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary and such Person is subsequently designated a Restricted Subsidiary pursuant to the covenant described under the caption "—Certain Covenants—Restricted Payments," such Investment shall thereafter be deemed to have been made pursuant to clause (3) of the definition of "Permitted Investments" and not this clause;

(12) (i) guarantees not prohibited by the covenant described under the caption "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" and (ii) (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business;

(13) any Investments in Permitted Joint Ventures made after the Issue Date having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (13) that are at the time outstanding not to exceed, the greater of (a) €36.0 million and (b) an amount equal to 20.0% of Consolidated EBITDA;

(14) any Investment in the Notes (including any Additional Notes) and any other Indebtedness of the Company or any Restricted Subsidiary;

(15) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the Issue Date; provided that the amount of any such Investment may be increased (x) as required by the terms of the agreement governing such Investment as in existence on the Issue Date or (y) as otherwise permitted under the Indenture;

(16) any Investment acquired after the Issue Date as a result of the acquisition by the Company or any Restricted Subsidiary of another Person, including by way of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries in a transaction that is not prohibited by the covenant described under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation; and

(17) any other Investment; *provided* that immediately after giving *pro forma* effect to such Investment, the Gross Leverage Ratio shall be no greater than 2.00 to 1.00,

provided, *however*, that any Investment consisting of the transfer of any Material Intellectual Property by the Company or any of the Restricted Subsidiaries to an Unrestricted Subsidiary (other than as part of or in connection with any lease, license or other similar or equivalent arrangement entered into for bona fide commercial reasons) shall not constitute a Permitted Investment.

"Permitted Joint Venture" means (a) any corporation, association or other business entity (other than a partnership) that is not a Restricted Subsidiary and that, in each case, is engaged primarily in a Similar Business and of which at least 20% of the total equity and total Voting Stock is at the time of determination owned or controlled, directly or indirectly, by the Company or one or more Restricted Subsidiaries or a combination thereof and (b) any partnership, joint venture, limited liability company or similar entity that is not a Restricted Subsidiary and that, in each case, is engaged primarily in a Similar Business and of which at least 20% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are at the time of determination, owned or controlled, directly or indirectly, by the Company or one or more Restricted Subsidiaries or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise.

"Permitted Liens" means:

(1) Liens on assets of the Company or any Restricted Subsidiary securing Indebtedness in an outstanding principal amount at any one time outstanding not exceeding the greater of (a) €75.0 million and (b) an amount equal to 40.0% of Consolidated EBITDA;

(2) Liens in favor of the Company or a Restricted Subsidiary (but not, in the case of a Restricted Subsidiary that is not a Guarantor, Liens in favor of such Restricted Subsidiary over the assets of a Guarantor);

(3) Liens on property of a Person existing at the time such Person becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or any Restricted Subsidiary; *provided* that such Liens were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary or such merger or consolidation and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or the Restricted Subsidiary;

(4) Liens on property existing at the time of acquisition of the property by the Company or any Restricted Subsidiary; *provided* that such Liens were in existence prior to the contemplation of such acquisition;

(5) Liens to secure the performance of statutory or regulatory requirements, trade contracts, leases, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to secure payment of such obligations);

(6) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (4) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock" covering only the assets acquired with such Indebtedness;

(7) Liens securing Permitted Refinancing Indebtedness of secured Indebtedness incurred by the Company or a Restricted Subsidiary permitted to be incurred under the Indenture; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured the Indebtedness being refinanced;

(8) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(9) Liens, pledges and deposits incurred in connection with workers' compensation, unemployment insurance and other types of statutory obligations;

(10) any Lien that is a Permitted Collateral Lien, or a Lien in favor of the Notes, including the Liens created pursuant to the Security Documents;

(11) Liens in favor of customs or revenue authorities to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(12) Liens arising out of put/call agreements with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(13) Liens securing Indebtedness incurred under clause (7) of the second paragraph under the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock";

(14) easements, rights-of-way, municipal and zoning ordinances, utility agreements, reservations, encroachments, restrictions and similar charges, encumbrances, title defects or other irregularities that do not materially interfere with the ordinary course of business of the Company and its Restricted Subsidiaries taken as a whole;

(15) Liens on cash or Cash Equivalents set aside at the time of the incurrence of any Indebtedness, to the extent such cash or Cash Equivalents refund the payment of interest on such Indebtedness and are held in an escrow account or similar arrangement to be applied for such purpose;

(16) Liens on assets of Unrestricted Subsidiaries that secure Non-Recourse Debt of Unrestricted Subsidiaries;

(17) Liens imposed by law, such as carriers', landlords', warehousemen's, suppliers', and mechanics' Liens and other similar Liens, on the property of the Company or any Restricted Subsidiary arising in the ordinary course of business;

(18) Liens on property of the Company or any Restricted Subsidiary pursuant to conditional sale, title retention agreements, consignment or similar arrangements;

(19) Liens on property of the Company or any Restricted Subsidiary arising as a result of leases of such property to other Persons;

(20) deposit arrangements entered into in connection with acquisitions or in the ordinary course of business excluding arrangements for borrowed money;

(21) Liens existing on the Issue Date;

(22) Liens on the Capital Stock and assets of a Permitted Joint Venture that secure the Indebtedness of such Permitted Joint Venture;

(23) Liens in respect of factoring or securitization of Receivables or similar Receivables-based financing transaction pursuant to customary arrangements; *provided* that any Indebtedness incurred in relation thereto is permitted to be incurred under the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock";

(24) Liens on any proceeds loan made by the Company or any Restricted Subsidiary in connection with any future incurrence of Indebtedness (other than Additional Notes) permitted under the Indenture (without any requirement to secure the Notes with a Lien on such proceeds loan);

(25) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(26) banker's Liens, rights of set off or similar rights and remedies as to deposit accounts, cash pooling arrangements, net balance or balance transfer agreements, Liens arising out of judgments or awards not constituting an Event of Default and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(27) Liens on assets of any Restricted Subsidiary that is not a Guarantor to secure Indebtedness incurred by any Restricted Subsidiary that is not a Guarantor;

(28) Liens on escrowed proceeds from the issuance of Indebtedness for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers thereof) or on cash set aside at the time of the Incurrence of any Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest or premium or discount on such Indebtedness (or any costs related to the issuance of such Indebtedness) and are held in an escrow account or similar arrangement to be applied for such purpose;

(29) leases, licenses, subleases and sublicenses of assets in the ordinary course of business;

(30) any interest or title of a lessor under any operating lease;

(31) filing of Uniform Commercial Code financing statements under United States state law (or similar filings under other applicable jurisdictions) in connection with operating leases in the ordinary course of business;

(32) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(33) Liens incurred in connection with a cash management program established in the ordinary course of business;

(34) Liens securing or arising by reason of any netting or set-off arrangement entered into in the ordinary course of banking or other trading activities;

(35) [*Reserved*]; and

(36) any extension, renewal, refinancing or replacement, in whole or in part, of any Lien described in the foregoing clauses (1) through (35); *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any Restricted Subsidiary issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, exchange, discharge, defease or refund other Indebtedness of the Company or any Restricted Subsidiary (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable, or if issued with original issue discount, aggregate issue price) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable, or if issued with original issue discount, aggregate issue price) of the Indebtedness extended,

refinanced, renewed, replaced, exchanged, discharged, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded is subordinated in right of payment to the Notes or any Note Guarantee, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes or the Note Guarantee (as applicable) on terms at least as favorable to the holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded; and

(4) if the Company or a Guarantor was the obligor on the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded, such Indebtedness is incurred by either the Company or a Guarantor.

"*Permitted Reorganization" means:*

(1) any Merger or other reorganization (including, without limitation, any change of the jurisdiction of incorporation or organization) of any member of the Group so long as:

(a) in the case of any Merger or other reorganization involving the Company, the Company is the sole surviving entity and the jurisdiction of incorporation or organization of the Company is either Luxembourg or Spain;

(b) in the case of any Merger or other reorganization involving the direct Subsidiary of the Company from time to time, the jurisdiction of incorporation or organization of the surviving entity of such Merger or reorganization (the "Surviving Entity") is Luxembourg, the United States of America (or any state thereof or the District of Columbia), the Netherlands, England and Wales or Spain;

(c) either (x) the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) remains, subject to the Legal Reservations, legal, valid, binding and enforceable following such Merger (it being understood that the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement), or (y) the holders of the Notes (or the Security Agent on their behalf) will have substantially equivalent security over the entire issued share capital of the Surviving Entity ignoring, where relevant, for the purpose of assessing such equivalency, any hardening periods over the shares (or other Equity Interests) in the Surviving Entity and ignoring, where applicable law requires a director of the Surviving Entity to hold a portion of the issued share capital of the Surviving Entity, any such issued share capital held by such director;

(d) the Receivables Pledge in respect of any Loan Receivables which, for the avoidance of doubt, are not repaid, redeemed or discharged on or prior to the completion of the relevant Merger or other reorganization remains, subject to the Legal Reservations, legal, valid, binding and enforceable following such Merger or other reorganization (it being understood that the Receivables Pledge may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement);

(e) any payments or assets transferred as a result of such Merger or other reorganization are transferred to other members of the Group; and

(f) in the case of a Merger or other reorganization of one or more Guarantors (other than the Company or the direct Subsidiary of the Company), a Guarantor is the surviving entity of such Merger or other reorganization or, where a Guarantor is not the Surviving Entity, the material assets of such Guarantor(s) are distributed to another entity, which delivers a supplemental indenture providing for a Note Guarantee by such entity within five (5) days after the completion of such Merger or other reorganization; and

(2) the solvent liquidation or other dissolution or disposition of the Capital Stock of any member of the Group (other than the Company); *provided* that (i) if such member of the Group is a Guarantor, the assets of such Guarantor are distributed to another Guarantor; and (ii) at all times (a) the direct Subsidiary of the Company is organized or incorporated in Luxembourg, the United States of America (or any state thereof or the District of Columbia), the Netherlands, England and Wales or Spain, and (b) the holders of the Notes (or the Security Agent on their behalf) have, subject to the Legal Reservations, legal, valid, binding and enforceable security over (x) the entire issued share capital of the direct Subsidiary of the Company pursuant to the Opodo Share Pledge or any Direct Subsidiary Share Pledge, as applicable, and ignoring, where applicable law requires a director of the direct Subsidiary of the Company to hold a portion of the issued share capital of the direct Subsidiary of the Company, any such issued share capital held by such director (it being understood that the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement) and (y) all Collateral granted pursuant to the Receivables Pledge in respect of any Loan Receivables which, for the avoidance of doubt, are not repaid, redeemed or discharged on or prior to the completion of the solvent liquidation or other dissolution (it being understood that the Receivables Pledge may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement).

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or government or other entity.

"Public Debt" means any bonds, debentures, notes or other indebtedness of a type that could be issued or traded in any market where capital funds (whether debt or equity) are traded, including private placement sources of debt and equity as well as organized markets and exchanges, whether such indebtedness is issued in a public offering or in a private placement to institutional investors or otherwise.

"Receivable" means a right to receive payment arising from a sale or lease of goods or services by a Person pursuant to an arrangement with another person pursuant to which such other Person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit, as determined in accordance with GAAP.

"Refinancing" means the issuance of the Notes, the entry into the Super Senior Credit Facilities and the application of proceeds as set out in the provisions described under the captions "Summary—Refinancing Transactions" and "Use of Proceeds."

"Related Party" means:

(1) any controlling stockholder, partner or member, or any 50% (or more) owned Subsidiary, or immediate family member (in the case of an individual), of any Equity Investor; or

(2) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially holding a 50% or more controlling interest of which consist of any one or more Equity Investors and/or such other Persons referred to in the immediately preceding clause.

"Replacement Assets" means, with respect to any Asset Sale by the Company or a Restricted Subsidiary, consideration received in the form of:

(1) properties and assets (other than cash or any common stock or other security) that will be used in a Similar Business by the Company or a Restricted Subsidiary; or

(2) Capital Stock of any Person (i) that will become, be merged into, be liquidated into or otherwise combined or amalgamated with, on or within 90 days of the date of acquisition thereof, a Restricted Subsidiary, if such Person is engaged in a Similar Business or (ii) that is or that will become a Restricted Subsidiary engaged in a Similar Business upon the date of acquisition thereof.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" means any Subsidiary of the Company that is not an Unrestricted Subsidiary.

"S&P" means S&P Global Ratings.

"Secured Gross Leverage Ratio" means the Gross Leverage Ratio, but calculated by replacing "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries" in clause (x) of such definition with "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries that is secured by a Lien on assets of the Company or any Restricted Subsidiary".

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Security Agent" means any Person acting as security agent with respect to the Collateral pursuant to the Indenture, the Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement or such successor security agent as may be appointed thereunder.

"Security Documents" means each security agreement, pledge agreement, assignment or other document under which a security interest is granted to secure the payment and performance when due of the Company and/or the Guarantors under the Notes, the Notes Guarantees and the Indenture, as the case may be.

"Senior Secured Indebtedness" means, as of any date of determination, any Indebtedness of the Company or any Restricted Subsidiary that is secured by a Lien on assets of the Company or any Restricted Subsidiary.

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date hereof.

"Similar Business" means (a) any businesses, services or activities engaged in by the Company or any of its Subsidiaries on the Issue Date and (b) any businesses, services and activities engaged in by the Company or any of its Subsidiaries that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"Specified Change of Control Event" means the occurrence of any event that would constitute a Change of Control pursuant to the definition thereof; provided that immediately thereafter and giving pro forma effect thereto, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Gross Leverage Ratio of no more than 1.75 to 1.00. Notwithstanding the foregoing, only one Specified Change of Control Event shall be permitted under the Indenture after the Issue Date.

"Standard Securitization Undertakings" means representations, warranties, covenants, guarantees of obligations and indemnities entered into by the Company or any Restricted Subsidiary which are reasonably customary in factoring or securitization of receivables transactions or other Receivables-based financing transactions, it being understood that any receivables repurchase obligation shall be deemed to be a Standard Securitization Undertaking.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subordinated Shareholder Debt" means, collectively, any debt of the Company issued to and held by any Affiliate of the Company, that:

(1) does not mature or require any cash amortization, redemption or other cash repayment of principal or any sinking fund payment prior to the first anniversary of the Stated Maturity of the Notes (other than through the conversion or exchange of any such security or instrument into Capital Stock (other than Disqualified Stock) of the Company or for any indebtedness meeting the requirements of this definition);

(2) does not require, prior to the first anniversary of the Stated Maturity of the Notes, payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts;

(3) contains no change of control or similar provisions and does not accelerate and has no right to declare a default or event of default or take any enforcement action or otherwise require any cash payment, in each case, prior to the first anniversary of the Stated Maturity of the Notes;

(4) does not provide for or require any security interest or encumbrance over any asset of the Company or any Restricted Subsidiary and is not guaranteed by any Restricted Subsidiary;

(5) does not restrict the payment of amounts due in respect of the Notes or compliance by the Company with its obligations under Notes and the Indenture;

(6) does not contain any covenants (financial or otherwise), as applicable, other than a covenant to pay such Subordinated Shareholder Debt; and

(7) is fully subordinated and junior in right of payment to the Notes pursuant to the Intercreditor Agreement or to subordination, payment blockage and enforcement limitation terms which taken as a whole are no less favorable in any material respect to the holders of the Notes than those contained in the Intercreditor Agreement as in effect on the Issue Date;

provided, *however*, that in any event or circumstance that results in such funding ceasing to qualify as Subordinated Shareholder Debt, such funding shall constitute an incurrence of Indebtedness by the Company, and any and all Restricted Payments made through the use of the net proceeds from the incurrence of such funding since the date of the original issuance of such Subordinated Shareholder Debt shall constitute new Restricted Payments that are deemed to have been made after the date of the original issuance of such Subordinated Shareholder Debt.

"Subsidiary" means, with respect to any specified Person:

(1) any corporation, association or other business entity (a) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); or (b) where that Person or one or more of the Subsidiaries of that Person (or a combination thereof) have the right to appoint or remove a majority of its board of directors or equivalent administration, management or supervisory body; or (c) where such Person or one or more of the Subsidiaries of that Person (or a combination thereof) has the right to exercise a dominant influence (which must include the right to give directions with respect to operating and financial policies of that corporation, association or other business entity which its directors are obliged to comply with whether or not for its benefit) over such corporation association or other business entity, or by virtue of provisions contained in its articles (or equivalent) or a control contract which is in writing and is authorized by its articles (or equivalent) and is permitted by its law of incorporation; or (d) which is a member of such Person's Group and such Person controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in such corporation, association or other business entity or the rights under its constitution to direct the overall policy of such corporation, association or other business entity or alter the terms of its constitution; and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

For the purposes of this definition, a person shall be treated as a member of another person if any of that person's Subsidiaries is a member of that other person or if any shares in that other person are held by a person acting on behalf of it or any of its Subsidiaries. A subsidiary shall include any person the shares or ownership interests in which are subject to a security interest and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security interest.

"Super Senior Credit Facilities" means the credit facilities incurred pursuant to that certain senior facilities agreement dated October 4, 2016 as amended and restated from time to time and most recently pursuant to the amendment agreement dated January 19, 2022, which amended facilities agreement is expected to be further amended and restated on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes), and entered into between, amongst others, the Company and certain of its Subsidiaries, as borrowers,

the Company and certain of its Subsidiaries, as guarantors, Société Générale, Sucursal En España as agent and security agent, comprising a €185.0 million super senior revolving credit facility and a super senior bank guarantee facility (initially with zero commitments with the ability to increase the commitments through the use of the accordion feature), as the same may be further amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part).

"Travellink" means Travellink AB, an entity organized under the laws of Sweden.

"Unrestricted Subsidiary" means any Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a board resolution, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company;

(3) is a Person with respect to which neither the Company nor any Restricted Subsidiary has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any Restricted Subsidiary.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the board resolution giving effect to such designation and an Officer's Certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described under the caption "—Certain Covenants—Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by any Restricted Subsidiary as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock," the Company will be in default of such covenant. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation shall be deemed to be an incurrence of Indebtedness by any Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

"Vacaciones eDreams" means Vacaciones eDreams, S.L., an entity organized under the laws of Spain.

"Viagens eDreams" means Viagens eDreams Portugal – Agência de Viagens, Lda, an entity organized under the laws of Portugal.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the

Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) will at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

LIMITATIONS ON VALIDITY AND ENFORCEABILITY OF THE GUARANTEES AND SECURITY INTERESTS

Set out below is a summary of certain limitations on the enforceability of the Guarantees and the security interests in each of the jurisdictions in which Guarantees or Collateral are being provided. It is a summary only, and proceedings of bankruptcy, insolvency or a similar event could be initiated in any of these jurisdictions and in the jurisdiction of organization of a future guarantor of the Notes. The application of these various laws in multiple jurisdictions could trigger disputes over which jurisdiction's law should apply and could adversely affect your ability to enforce your rights and to collect payment in full under the Notes, the Guarantees and the security interests on the Collateral. Also set forth below is a brief description of certain aspects of insolvency law in, Australia, England and Wales, France, Italy, Portugal, Spain, Sweden, Gibraltar and the United States of America.

European Union

We and several of the Guarantors are organized under the laws of Member States of the European Union.

Pursuant to Regulation (EU) No. 2015/848 of May 20, 2015 (the "Recast Insolvency Regulation"), which applies within the European Union, other than Denmark, to insolvency proceedings opened on and from June 26, 2017, the courts of the Member State in which a company's "center of main interests" ("COMI") (as that term is used in Article 3(1) of the Recast Insolvency Regulation) is situated have jurisdiction to open main insolvency proceedings. The determination of where a company has its COMI is a question of fact on which the courts of the different Member States may have differing and even conflicting views. To date, no final decisions have been made in cases that have been brought before the European Court of Justice in relation to questions of interpretation of the effects of the Recast Insolvency Regulation throughout the European Union.

Article 3(1) of the Recast Insolvency Regulation states that the COMI of a company is located in the Member State where the company "conducts the administration of its interests on a regular basis and which is ascertainable by third parties." In addition, there is a presumption under Article 3(1) of the Recast Insolvency Regulation that a company has its COMI in the Member State in which it has its registered office (in the absence of proof to the contrary). This rebuttable presumption shall only apply where the company's registered office has not been moved to another Member State within a three-month period prior to the opening of insolvency proceedings. The courts have taken into consideration a number of factors in determining the COMI of a company, including in particular where board meetings are held, the location where the company conducts the majority of its business or has its head office and the location where the majority of the company's creditors are established. However, recital 30 of the Recast Insolvency Regulation states that the presumption should be rebutted when the company's central administration is located in a Member State other than that of its registered office, and when a comprehensive assessment of all the relevant factors establishes, in a manner that is ascertainable by third parties, that the company's actual management and supervision center is located in that other Member State. A company's COMI may change from time to time but is determined for the purposes of deciding which courts have enough jurisdiction to open insolvency proceedings at the time of the filing of the insolvency petition.

If the COMI of a company, at the time that the request to open insolvency proceedings is made, is located in a Member State (other than Denmark), the main insolvency proceedings concerning the company under the Recast Insolvency Regulation would be initiated in that jurisdiction, and accordingly a court in that jurisdiction would be entitled to commence the types of insolvency proceedings referred to in Annex A to the Recast Insolvency Regulation. Under this Recast Insolvency Regulation, insolvency proceedings started in one Member State under the Recast Insolvency Regulation must be recognized in the other Member States (except from Denmark), although territorial (secondary) insolvency procedures may be commenced in another Member State. It should be highlighted that, as opposed to the former regulation on the matter, Annex A of the Recast Insolvency Regulation also currently includes processes known as "pre-insolvency" ones, which shall therefore also benefit from the legal consequences provided in the Recast Insolvency Regulation for "pure" insolvency proceedings, such as the automatic recognition of their declaration in the European Union (except Denmark).

If the COMI of a company is in one Member State (different from Denmark) under Article 3(2) to Article 3(4) of the Recast Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction to open

territorial insolvency proceedings against that company. The only requirement needed is to have an "establishment" (within the meaning and as defined in Article 2(10) of the Recast Insolvency Regulation) in the territory of such other Member State. An "establishment" is defined to mean a place of operations where the company carries out or has carried out in the three-month period prior to the request to open main insolvency proceedings a non-transitory economic activity with human means and assets (the "Establishment"). Therefore, the opening of territorial (secondary) insolvency proceedings in another Member State will also be possible if the debtor had an establishment in such Member State in the three-month period prior to the request for commencement of main insolvency proceedings. The effects of those insolvency proceedings opened in that other Member State are restricted to the assets of the company situated in such other Member State.

Where main proceedings have been opened in the Member State in which the company has its COMI, any proceedings opened subsequently in another Member State in which the company has an establishment shall be secondary insolvency proceedings. Secondary proceedings may be any insolvency proceeding listed in Annex A of the Recast Insolvency Regulation and, for the avoidance of doubt, are not limited to winding-up proceedings. Where main proceedings in the Member State in which the company has its COMI have not yet been opened, territorial insolvency proceedings can only be opened in another Member State (other than Denmark) where the company has an establishment where either (i) insolvency proceedings cannot be opened in the Member State in which the company's COMI is situated under that Member State's law or (ii) the territorial insolvency proceedings are opened at the request of (a) a creditor whose claim arises from or is in connection with the operation of an establishment in the other Member State, or (iii) a public authority which, under the law of the Member State within the territory of which the establishment is situated, has the right to request the opening of insolvency proceedings. Irrespective of whether the insolvency proceedings are main or secondary insolvency proceedings, such proceedings will, subject to certain exceptions (including rights in rem, creditor set-off, reservation of title proceedings, immovable property and employment contracts), be governed by the *lex fori concursus*, i.e., the local insolvency law of the court that has assumed jurisdiction over the insolvency proceedings of the debtor. Those courts with jurisdiction to declare the opening of insolvency proceedings have also jurisdiction to rule on any action which may be deemed as directly arising from the insolvency proceedings which also has a close relationship with the insolvency proceedings, such as avoidance actions.

The courts of all Member States (other than Denmark) must recognize the ruling of the court that opens the main proceedings and will be given the same effect in the other Member States so long as no secondary proceedings were opened there. The insolvency practitioner appointed by a court in a Member State which has jurisdiction to open main proceedings (because the company's center of main interests is there) may exercise the powers conferred on it by the law of that Member State in another Member State (such as to remove assets of the company from that other Member State) subject to certain limitations *provided* that no insolvency proceedings had been opened in that other Member State or any preservation measure taken to the contrary further to a request to open insolvency proceedings in that other Member State where the company has assets.

However, under Article 36 of the Recast Insolvency Regulation, the insolvency practitioner in the main insolvency proceedings may prevent the opening of secondary insolvency proceedings in another Member State by giving a unilateral undertaking in respect of the assets located in the Member State in which secondary insolvency proceedings could be opened. For this purpose, the insolvency practitioner must undertake to comply with the distribution and priority rights under the relevant national law from which the local creditors would benefit if the insolvency proceedings were opened in the Member State where the assets are located. Such undertaking must be made in writing and is subject to approval by a qualified majority of known local creditors, determined in accordance with applicable local laws. If approved, the undertaking is binding on the insolvency estate and if a court is requested to open secondary insolvency proceedings, it should, at the request of the insolvency practitioner in the main insolvency proceedings, refuse to open such proceeding if it is satisfied that the undertaking adequately protects the general interests of local creditors.

Additionally, under Article 38 of the Recast Insolvency Regulation, where a temporary stay of individual enforcement proceedings has been granted in order to allow for negotiations between a company and its creditors, the court, at the request of the debtor in possession or the insolvency practitioner in the main insolvency proceedings, may stay the opening of secondary insolvency proceedings for a period not exceeding three months, provided that suitable measures are in place to protect the interests of local creditors.

Under Article 46 of the Recast Insolvency Regulation, the court which opened the secondary insolvency proceedings will also stay the process of realization of assets in whole or in part upon receipt of a request from the insolvency practitioner in the main insolvency proceedings, for a renewable period of up to three months, unless such a request is manifestly of no interest to the creditors in the main insolvency proceedings. Such stay may be continued or renewed for similar periods. Where the court stays the process of realization of the assets, the court may require the insolvency practitioner in the main insolvency proceedings to take any suitable measure to guarantee the interests of the creditors in the secondary insolvency proceedings and of individual classes of creditors.

Pursuant to Article 4 of the Recast Insolvency Regulation, a court requested to open insolvency proceedings will be required to examine whether it has jurisdiction pursuant to Article 3; such decision may be challenged by the debtor or any creditor on grounds of international jurisdiction.

The Recast Insolvency Regulation also provides for certain provisions aimed at regulating insolvency proceedings of members of a group of companies. To this purpose, it is provided that, where insolvency proceedings relate to two or more members of a group of companies, a court which has opened such proceedings shall cooperate with any other court before which a request to open proceedings concerning another member of the same group is pending or which has opened such proceedings to the extent that such cooperation is appropriate to facilitate the effective administration of the proceedings, is not incompatible with the rules applicable to them and does not entail any conflict of interest. The same cooperation shall be established also among the insolvency practitioners appointed in each proceedings who may also request the opening of a group coordination proceedings before any court having jurisdiction over the insolvency proceedings of a member of the group. The request shall be made in accordance with the conditions provided for by the law applicable to the proceedings in which the insolvency practitioner has been appointed. The Recast Insolvency Regulation also contains provisions relating to group coordination plan and group coordination proceedings, which are led by a group coordinator. Group members (through the opposition made by their insolvency practitioners) are not obliged to participate in the group coordination proceedings.

All the above considered, in the event that we or any of our subsidiaries experience financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings. Applicable insolvency laws may affect the enforceability of our obligations. The insolvency, administration and other laws of the jurisdictions in which the respective companies are organized or operate may be materially different from, or conflict with, each other and there is no assurance as to how the insolvency laws of the potentially involved jurisdictions will be applied in relation to one another.

That being said, the opening of insolvency proceedings in a Member State shall not affect the rights *in rem* of creditors or third parties in respect of tangible or intangible, moveable or immoveable assets, both specific assets and collections of indefinite assets as a whole which change from time to time, belonging to the debtor which are situated within the territory of another Member State at the time of the opening of proceedings. Rights *in rem* may include: (a) the right to dispose of assets or have them disposed of and to obtain satisfaction from the proceeds of or income from those assets, in particular by virtue of a lien or a mortgage; (b) the exclusive right to have a claim met, in particular a right guaranteed by a lien in respect of the claim or by assignment of the claim by way of a guarantee; (c) the right to demand assets from, and/or to require restitution by, anyone having possession or use of them contrary to the wishes of the party so entitled; and (d) a right *in rem* to the beneficial use of assets.

While the United Kingdom was a member state of the European Union, insolvency processes opened in the United Kingdom were subject to both EU law and applicable UK domestic law. Following the United Kingdom's departure from the European Union on January 31, 2020 and the expiry of the subsequent transition period (the "Transition Period") on December 31, 2020, in accordance with the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020), EU law as directly applicable in the United Kingdom at the end of the Transition Period (subject to certain exceptions) was transposed into UK domestic law subject to significant amendments. The Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146) (as amended) (the "Exit Regulations") effected key amendments to both EU insolvency laws previously directly applicable in the United Kingdom, including the Recast Insolvency Regulation, and domestic insolvency laws, including the Insolvency Act 1986 (the "Insolvency Act"), the Insolvency (England and Wales) Rules 2016 (SI 2016/1024) (the "Insolvency Rules") and the Cross-Border Insolvency Regulations 2006 (SI 2006/1030) (the "Cross-Border Insolvency Regulations").

On December 30, 2020, the European Union and the United Kingdom formally signed the EU-UK Trade and Cooperation Agreement. This agreement provisionally applied from January 1, 2021 and entered into force on May

1, 2021. The Trade and Cooperation Agreement does not include a replacement for the automatic recognition of UK insolvency procedures across the EU and vice versa as under the Recast Insolvency Regulation. In the absence of an agreement allowing automatic recognition, it will be harder for UK office holders and UK restructuring and insolvency proceedings to be recognized in EU member states and to effectively deal with assets located in EU member states. Much will then depend upon the private international law rules in the particular EU member state, and the need may well arise to open parallel proceedings, increasing the element of risk. In particular in cases where the appointment of a UK office holder has been made in reliance on a UK domestic approach rather than the COMI rules, it is much less certain that there will be recognition in the relevant EU member state.

Australia

Insolvency Processes

Geo Travel Pacific, a Guarantor of the Notes, is incorporated in Australia and, accordingly, insolvency proceedings may be commenced in Australia against Geo Travel Pacific if it becomes insolvent. Under Australian law, a company will be insolvent if it is unable to pay its debts as and when they become due and payable (commonly referred to as the "cash flow test"). Accordingly, a company may be insolvent even if the value of its assets exceeds its liabilities if the assets are not easily realizable to allow payment of its debts as and when they fall due, although insolvency is distinguishable from a temporary lack of liquidity. Australian courts have held that this is a question of fact which involves consideration of the company's financial position as a whole, taking into account commercial realities.

Insolvency proceedings in Australia can take a number of forms, the most relevant for holders of the Notes (as unsecured creditors) being the processes known as voluntary administration, deed of company arrangement, scheme of arrangement and liquidation (or winding-up). The law relating to these proceedings is complex and detailed. The below is only a brief summary of the key features which are likely to be relevant to holders of the Notes. Third parties may hold security interests granted by Geo Travel Pacific and that are permitted under the Indenture which will give them priority to the assets that are the subject of that security and may give them other remedies such as the ability to appoint a receiver or receiver and manager to those assets.

Voluntary Administration

The voluntary administration process in Australia is a non-terminal insolvency process governed by Part 5.3A of the *Corporations Act 2001* of Australia (the "Australian Corporations Act"). Voluntary administration is an out-of-court insolvency procedure that can be initiated via three pathways: first, by the directors of a company; second, by a secured creditor who is entitled to enforce a security interest over the whole, or substantially the whole, of the property of the company; or third, if the company is already in liquidation, by its liquidator. The first of those pathways is the most common. It may not be initiated by the holders of the Notes as unsecured creditors of Geo Travel Pacific.

Outside the voluntary administration procedure, Australian law imposes a strict duty on directors of a company to prevent insolvent trading. For directors, failure to prevent insolvent trading carries with it a risk of personal liability under section 588G of the Australian Corporations Act (if the company subsequently goes into liquidation), which if established can result in civil and criminal penalties. If a company is found to have traded whilst insolvent, directors can be personally liable for debts incurred by the company whilst the company was insolvent. Upon the appointment of a voluntary administrator, the directors cease to control the company and their liability for future insolvent trading ceases (although that liability continues in respect of insolvent trading prior to the administrator's appointment). Accordingly, voluntary administration is a step commonly taken by directors where they become concerned that a company may be insolvent or is likely to become insolvent in the future.

The procedure involves the appointment of an administrator to a company that is, or is likely to become, insolvent. It is a temporary process in the sense that it is not an end in itself. Rather, the administrator assumes management of the company's business, property and affairs (and as a result, the directors' powers are suspended) for a short time with a view to either:

(i) maximizing the chances of the company, or its business, remaining in existence; or

(ii) if it is not possible for the company or its business to remain in existence, achieving a better return for the company's creditors (and if there is a potential surplus after creditors have been paid in full, members) than would result if the company were to directly enter liquidation.

During the period of voluntary administration, there is also a moratorium on claims by the company's creditors, such that (with certain exceptions) no proceedings against the company, or in relation to the company's property, can be commenced or continued with, and no enforcement processes can begin or proceed other than with the consent of the administrator or an Australian court. Claims under directors' personal guarantees are also stayed. In large administrations, it is common for the administration (and therefore the moratorium period) to be extended by the court (and this could, for example, be for approximately 12 months in the case of a complex administration).

Once an administrator has been appointed, the administrator must investigate the company's business, property, affairs and financial circumstances (and the directors are required to assist the administrator in doing this). Two meetings of creditors are held. The first is held within eight business days of the administrator's appointment. The purpose of that meeting is largely to confirm the appointment of the administrator, or to enable creditors to resolve to replace that administrator.

The second meeting is held within 20 business days of the administrator's appointment, although (as considered above) the administrator can seek a direction from an Australian court to lengthen the period of the administration where the circumstances justify that course. If the administration occurs during the Christmas or Easter holiday period, the period is 25 business days. Prior to the second meeting, the administrator must formulate an opinion as to whether the administration should end (thus returning the company to control of the directors, for example, because the company can continue to trade on a solvent basis), the company should be subject to a deed of company arrangement (in essence, a contract that binds all unsecured creditors, the company and sometimes others and seeks to restructure/rehabilitate the company), or the company should be wound up, and must report to creditors. At the second meeting, creditors may resolve on one of those three outcomes by a majority vote by number and value, or alternatively adjourn the meeting so a revised proposal or revised disclosures can be put to the meeting when it resumes. Voting deadlocks (for example, between votes cast by number and value) are not uncommon, and are generally resolved by the administrator exercising a casting vote (subject to their professional and legal obligations). The capacity to vote on the resolution gives creditors a significant measure of control over the outcome of the voluntary administration procedure, in particular whether a deed of company arrangement is approved or whether the company goes into liquidation.

Deed of Company Arrangement

A deed of company arrangement ("DOCA") is one of the potential outcomes of the voluntary administration process. It is a deed which binds the company, its unsecured creditors and the secured creditors (to the extent that those secured creditors vote in favor of it), and can provide for the restructure or rehabilitation of the company usually by compromising claims against the company in exchange for a distribution to creditors.

The content of a DOCA will depend on the arrangement agreed by the company's creditors at the conclusion of a voluntary administration. A company may only enter into a DOCA when it is in voluntary administration. There are minimal restrictions under Australian law regulating the content of a DOCA, meaning a company and its creditors are relatively free to negotiate a DOCA suitably tailored to their individual circumstances. For example, a DOCA may provide for the realization of assets, the orderly winding down of the company's business, the pursuit of litigation for the benefit of creditors, and the compromise of claims against the company. It will often also provide for a moratorium on claims against the company for the period in which the DOCA operates.

As stated above, the DOCA will bind the company, its unsecured creditors (whether or not they voted in favor of it) and those of its secured creditors who voted in favor of it. Secured creditors who do not vote in favor of the DOCA will not generally be bound by the DOCA (including any moratorium provisions contained in it).

A DOCA can be terminated in accordance with its terms, by an order of an Australian court, or in certain circumstances by resolution of the company's creditors.

Scheme of Arrangement

A scheme of arrangement is a court-approved compromise or arrangement between a company and its creditors or members. Schemes can be utilized by companies to provide for a modification or adjustment of the rights of the company's creditors or members, or a class of them, which, if approved, will be binding on all creditors, members, or the relevant class of creditors or members.

A scheme of arrangement, while similar to a DOCA, requires the approval of an Australian court (with the right for the Australian Securities and Investments Commission ("ASIC") to object) but may be entered into at any time, rather than only when a company is under voluntary administration (in the case of a DOCA).

There are two different types of schemes: members' schemes and creditors' scheme.

A members' scheme will inevitably involve some restructuring of the company and the rights and obligations of its members. Once approved, the scheme will be binding on all members (including dissenting members).

A creditors' scheme will often involve a proposal to defer, compromise or extinguish the company's debts; a typical scenario would involve a moratorium in respect of claims against the company and a compromise of debts owed by it (and/or a modification of the rights of creditors or a class of them in relation to the company). Once approved, the scheme will be binding on all creditors (including dissenting creditors) whose rights are to be affected by the scheme.

Schemes are, however, extremely flexible and can be utilized to implement any arrangement relating to the rights and obligations of the company and its creditors, save that a scheme which is contrary to law, or not in the public interest, is unlikely to be approved by the court (even if it has the support of members and/or creditors).

Small Business Restructuring Procedure

With effect from January 1, 2021, the Australian government introduced a new small business restructuring procedure. Under the new procedure, a company may appoint a small business restructuring practitioner if:

(i) the eligibility criteria for restructuring are met in relation to the company on the day the appointment is made; and

(ii) the board has resolved to the effect that in the opinion of the directors voting for the resolution the company is insolvent or likely to become insolvent at some future time and that a restructuring practitioner should be appointed.

The eligibility criteria are prescribed by section 453C of the Australian Corporations Act and reg 5.3B.03 of the Corporations Regulations 2001 (Cth). Among other requirements, those provisions prescribe that a company is eligible to enter the restructuring process if the total liabilities of the company on the day that restructuring begins do not exceed $1 million. "Liability" is defined as any liability to pay an admissible debt or claim. Accordingly, in light of this liability threshold, this procedure may not be relevant to Geo Travel Pacific.

Liquidation

In Australia, company liquidation is generally a terminal insolvency process which can commence voluntarily (by resolution of the company's members) or by court order (e.g., on the application of the company, a creditor, a contributory, a director or certain regulatory bodies). One further procedure which could occur is provisional liquidation, in which the Australian courts can appoint an independent office holder to take control of the company with powers similar to a liquidator for the period between the filing of the application to wind up the company and the court hearing the application. Provisional liquidation usually leads to liquidation, so the procedure is not separately outlined here. Once a liquidator has been appointed, the liquidator takes control of the company's affairs. The liquidator has similar powers as a voluntary administrator to carry on and conduct the company's business. However, the liquidator can exercise those powers only for the beneficial conduct of the winding-up of the company. The approval of creditors or the court is also required for the liquidator to enter into certain contracts on the company's behalf, including those with obligations or arrangements that endure longer than three months. The liquidator also has

powers and duties to investigate the conduct of the company's business and affairs prior to the liquidation. Matters for investigation include transactions entered into by the company and the conduct of its directors and officers. Other functions and powers of the liquidator include gathering in the assets of the company, discharging its liabilities and distributing the remaining assets in accordance with the statutory priority regime set out in the Australian Corporations Act. In that regard, the holders of the Notes will rank as unsecured creditors of Geo Travel Pacific on a liquidation. Throughout the course of the liquidation the directors' powers cease and, once the liquidation is finalized, the company is ultimately deregistered and ceases to exist.

After the commencement of a winding-up of a company by the court, during an administration and after the passing of a resolution for voluntary winding-up, a transfer of shares in the company will be void as against the company unless the court makes an order authorizing the transfer, or the liquidator or administrator (as applicable) gives written consent. Where a creditor obtains or levies an attachment, execution, charge arising from registration of a court judgment, or charging order made by a court within six months of the commencement of liquidation, the creditor must repay to the liquidator an amount equal to the amount obtained as a result of execution, attachment, or enforcement of the charge or charging order (less the costs of that execution, attachment or enforcement).

During a winding-up, unless leave is granted by a court, a person cannot bring or proceed with a court proceeding against a company or in relation to the property of the company; or enforcement process (as defined in the Australian Corporations Act) in relation to such property. Secured creditors (discussed further below) are exempt from this prohibition and are able to realize, enforce or otherwise deal with their security interest and may also elect to appoint a receiver. Unsecured creditors have no rights to specific items of the company's assets and must prove their debts by lodging a proof of debt with the liquidator. Unsecured creditors have a right to have a fund of assets protected and properly administered by the liquidator.

Any proof of debt lodged by a secured creditor ranks equally with any unsecured creditor (and could result in the secured creditor surrendering its security). Once a fund has been generated by the liquidator realizing available assets and the time period for the proving of claims has expired, the liquidator can make a distribution to creditors. Depending upon the complexity and size of the company, liquidation can last for several years and the liquidator may make several distributions over that time. There is a prescribed order of payment of debts which in summary is as follows:

(i) (if the company was wound up by court application), the applicant's costs of the winding-up application; then

(ii) expenses of the winding-up (including the liquidator's and any prior voluntary administrator's or deed administrator's remuneration); then

(iii) unpaid wages, unpaid superannuation contributions, and other employee entitlements (noting that persons who advance funds to pay such claims have the priorities for those payments which the employees otherwise enjoy); then

(iv) unsecured creditors (including secured creditors with outstanding debts following realization of, surrender of, or redemption by the liquidator of the estimated value of, their security interest); then

(v) selling shareholders with a claim under a buyback agreement; then

(vi) post-liquidation interest on debts and claims from date of appointment (or deemed appointment) to date of payment; then

(vii) claims for a debt owed by a company to a person in a person's capacity as a member of the company (whether by way of dividends, profits or otherwise) or any other claims arising from buying, holding, selling or otherwise dealing in shares of the company); then finally

(viii) shareholders.

In the case of winding-up, the final step to be taken is to deregister the company. The steps for deregistration are governed by the Australian Corporations Act, and, once deregistered, the company ceases to exist and the liquidator's role comes to an end.

The Australian Corporations Act provides for a number of grounds under which a liquidator may apply to the court to set aside a transaction involving the company in the lead-up to its insolvency. A "transaction" for the purposes of the voidable transactions provisions is given a wide meaning and includes a guarantee given by a body. A brief summary of the basis on which transactions can be held to be voidable include:

- *Unfair Preference*: This is a transaction between the company and the creditor that results in the creditor receiving from the company, in respect of an unsecured debt, more than the creditor would receive on a winding-up of the company. For example, a payment under a guarantee could be declared void (and therefore unenforceable) if a liquidator establishes to a court that:

    (i) it is an unfair preference;

    (ii) payment under the guarantee was made (or an act was done to give effect to such payment) when the company was insolvent (or the company became insolvent as a result of (or giving effect to) the payment); and

    (iii) payment occurred during the six months prior to the "relation-back day" (a longer period applies in the case of a transaction entered into with a related entity), being a date that is determined for each company pursuant to the Australian Corporations Act on the basis of the company's specific circumstances prior to the appointment of the liquidator (but, which will typically coincide with the day of the filing of the petition for the liquidator's appointment or, if the company was subject to voluntary administration prior to the liquidator's appointment, the day of the voluntary administrator's appointment).

- *Uncommercial Transaction*: This is a transaction of a company that a reasonable person in the company's position would not have entered into, having regard to the benefits and detriment to the company, the benefits to the other parties to the transaction and any other matters the court considers relevant. For example, a guarantee could be declared void if a liquidator establishes to a court that:

    (i) it is an uncommercial transaction;

    (ii) it was granted (or an act was done to give effect to it) when the company was insolvent (or the company became insolvent as a result of entry into (or giving effect to) the transaction); and

    (iii) it was granted during the two years prior to the "relation-back day" (as described above), or within four years prior to the "relation-back day" if a related body corporate of the company in liquidation is a party to the transaction.

- *Transaction to delay, hinder or defraud creditors:* If the company is party to the transaction for the purpose, or for purposes including the purpose of defeating, delaying or interfering with, the right of any or all of its creditors on a winding up, the transaction can be set aside if the transaction was entered into, or an act was done to give effect to it, within 10 years of the "relation-back day."

- *Unreasonable director-related transaction*: An unfair loan or a creditor defeating disposition as those terms are defined in the Australian Corporations Act.

The extent to which the entry into Geo Travel Pacific's guarantee is susceptible to challenge on the bases set out above (other than in the case of an unreasonable director-related transaction or unfair loan) depends on whether the company was insolvent at the time it entered into the guarantee or as a result of entry into the guarantee, and when the relevant transaction was entered into relative to the commencement of the winding-up (or, if a voluntary administration

precedes the winding-up, the commencement of the voluntary administration). Different time periods apply depending on the circumstances of the relevant transaction and the identity of the parties to it.

Guarantees—Liability to Be Set Aside—Other Grounds

Under Australian law, a guarantee given by a company may also be set aside on a number of other grounds. For example, a guarantee may be unenforceable against a guarantor if the directors of the guarantor did not comply with their duties to act in good faith for the benefit of the guarantor and for a proper purpose in giving the guarantee. The issue is particularly relevant where a company provides a guarantee in relation to the obligations of another member of its corporate family, as is the case for the guarantee given by Geo Travel Pacific with respect to the Notes. However, a director of a wholly owned subsidiary is taken to act in good faith in the best interests of the subsidiary if the subsidiary's constitution expressly authorizes the director to act in the best interests of the holding company, the director acts in good faith in the best interests of the holding company and the subsidiary is not insolvent at the time the director acts and does not become insolvent because of the director's act.

In determining whether there is sufficient benefit, all relevant facts and circumstances of the transaction need to be considered by the directors, including the benefits and detriments to Geo Travel Pacific in giving the guarantee and the respective benefits to the other parties involved in the transaction.

Whether a guarantee entered into in breach of directors' duties can be avoided against a party relying on the guarantee depends on certain factors, including the state of knowledge of that party, and whether the party knew of or suspected the breach. Under Australian law, a person is entitled to assume in certain circumstances that the directors have properly performed their duties to the company unless that person knows or suspects that the assumption is incorrect.

Voidable Transactions—Consequences for the holders of the Notes

With respect to Geo Travel Pacific, holders of the Notes will need to be mindful of the following:

(i) the guarantee granted to the holders of the Notes may be at risk of being subject to an order that the new guarantee is a voidable transaction, if a liquidator is appointed to Geo Travel Pacific within the relevant period(s) noted above following the grant of the guarantee;

(ii) if the guarantee from Geo Travel Pacific is avoided, it is possible that holders of the Notes would be left with a claim solely against us and the other Guarantors and payments received from Geo Travel Pacific may need to be repaid; and

(iii) pursuant to the Cross Border Insolvency Act 2008 of Australia, Australia adopted the United Nations Commission on International Trade Law Model Law on Cross Border Insolvency ("Model Law"). The Model Law includes provisions for the co-operation of the Australian courts with representatives of foreign insolvency proceedings and provides for the facilitation of those insolvency proceedings in Australia.

Additional Limitations

In addition to the limitations on enforcement of Geo Travel Pacific's guarantee imposed by the provisions of the Australian Corporations Act, the validity and enforceability of the Notes and Geo Travel Pacific's guarantee may also be subject to various other limitations under the laws of Australia generally, including:

(i) statutes of limitations, laws relating to moratoria, bankruptcy, liquidation, insolvency, receivership, reorganization, schemes of arrangement and similar laws affecting creditors' and counterparties' rights generally and specific court orders that may be made under such laws;

(ii) defenses such as set-off, laches, forbearance, election, abatement or counterclaim, the doctrine of frustration and the doctrine of estoppel and waiver and the fact that certain documents and obligations may be discharged as a matter of law in certain circumstances;

(iii) the fact that equitable remedies will only be granted by an Australian court in its discretion (for example, specific performance will not normally be ordered in respect of a monetary obligation and an injunction will only be granted where it would be just to do so);

(iv) any applicable sanctions;

(v) general law and statutory duties, obligations, prohibitions and limitations affecting the enforceability of, and exercise of rights under, the Notes or Geo Travel Pacific's guarantee and related documents generally;

(vi) the Notes and Geo Travel Pacific's guarantee may be voidable at the option of a party, or may be set aside by a court upon application by a party, or a party may be entitled to rescind guarantees, and amounts paid or property transferred under them may be recovered by that party for a number of reasons, including, if that party entered into the guarantees or related transactions as a result of:

(A) a mistake;

(B) the other party's misrepresentation;

(C) fraud, duress, unconscionable conduct or misleading or deceptive conduct on the part of the other party (or a third person, whose conduct was, actually or constructively, known to the other party); or

(D) a breach by the other party (or a third person, whose breach was, actually or constructively, known to the other party) of any duty owed to that party; and

(vii) certain rights under Geo Travel Pacific's guarantee are not assignable, because of their nature or their connections with other rights and obligations or for reasons of public policy.

Under the Australian Corporations Act, in respect of certain contracts, agreements or arrangements entered into on or after July 1, 2018, rights may not be enforceable against a counterparty that arise by reason of events including the appointment of a voluntary administrator, a scheme of arrangement (for the purpose of avoiding being wound up in insolvency) or the appointment of a managing controller to the whole (or substantially the whole) of a counterparty's property, or as a result of the financial position of the counterparty whilst affected by one of those events. There are certain exceptions that apply under the regulations and a Ministerial declaration introduced as part of the stay provisions.

The regulations include an exception for a contract, agreement or arrangement that is, or governs, bonds. As these regulations are new and have not been authoritatively considered by the Australian courts, it cannot be said whether this exception will extend to any associated rights, such as a guarantee granted by an Australian guarantor (for example, on the basis that the relevant guarantee terms are included in the contract, agreement or arrangement that is, or governs, the relevant bonds). Investors may wish to consider seeking independent legal advice of the implications (if any) of these laws and regulations on their investment in the Notes.

Secured Creditors

Geo Travel Pacific may have one or more secured creditors. Under Australian law, secured creditors of Geo Travel Pacific generally will rank ahead of the holders of the Notes in respect of property that is secured in their favor. The remedies available to a secured creditor will generally exceed the remedies available to unsecured creditors such as the holders of the Notes and may include the ability to appoint a receiver or receiver and manager over the particular property over which security is held. A receivership can occur concurrently with a voluntary administration, DOCA or a winding-up. It does not prevent other secured or unsecured creditors from making claims against the company. Where a receivership occurs concurrently with a voluntary administration, the administrator's powers are subject to the functions and powers of the receiver in so far as it concerns secured property under the control of the receiver. Similarly, where a receivership occurs concurrently with a winding-up, the receiver's powers are not diminished, although there may be some restrictions on the extent to which the receiver may exercise those powers on behalf of the company, as opposed to in relation to secured property under the control of the receiver.

Geo Travel Pacific's guarantee is not considered to be a security interest. Accordingly, the enforcement of a security interest by a secured creditor against Geo Travel Pacific may affect Geo Travel Pacific's ability to satisfy its obligations under its guarantee.

England and Wales

One of the Guarantors is a company incorporated under the laws of England and Wales (the "English Obligor"). Therefore, any main insolvency proceedings in respect of the English Obligor would likely be commenced in England. However, as discussed in the "European Union" section above, where a company incorporated under English law has its COMI in a country other than the United Kingdom, any insolvency proceedings for that company could be opened in that foreign jurisdiction and the jurisdiction of the English courts may be limited.

Similarly, the UK Cross-Border Insolvency Regulations 2006, which implement the UNCITRAL Model Law on Cross-Border Insolvency in the United Kingdom, provide that a foreign (i.e., non-European) court may have jurisdiction where any English company has a COMI in such foreign jurisdiction or where it has an "establishment" (being a place of operations in such foreign jurisdiction, where it carries out non-transitory economic activities with human means and assets or services) in such foreign jurisdiction.

English insolvency law is different to the laws of the United States and other jurisdictions with which investors may be familiar. In the event that an English Obligor experiences financial difficulty, it is not possible to predict with certainty the outcome of insolvency or similar proceedings.

Formal insolvency proceedings under the laws of England and Wales may be initiated in a number of ways, including by the company or a creditor making an application for administration in court, the company, its directors or the holder of a "qualifying floating charge" (discussed below) making an application for administration out of court, or by a creditor filing a petition to wind up the company or the company resolving to do so (in the case of a liquidation). The following is a brief description of certain aspects of English insolvency law relating to certain limitations on the Guarantees and the security interests over the Collateral. The application of these laws could adversely affect investors, their ability to enforce their rights under the Guarantees and/or the Collateral securing the Notes and the Guarantees and therefore may limit the amounts that investors may receive in an insolvency of any English Obligor.

Fixed and Floating Charges

There are a number of ways in which fixed charge security has an advantage over floating charge security, including (a) an administrator appointed to a charging company can convert floating charge assets to cash and use such cash, or use cash subject to a floating charge, to meet administration expenses (which can include the costs of continuing to operate the charging company's business) while in administration in priority to the claims of the floating charge holder; (b) a fixed charge, even if created after the date of a floating charge, may have priority as against the floating charge over the charged assets; (c) general costs and expenses (including the liquidator's remuneration) properly incurred in a winding-up are payable out of the company's assets (including the assets that are the subject of the floating charge) in priority to floating charge claims; (d) until the floating charge security crystallizes, a company is entitled to deal with assets that are subject to floating charge security in the ordinary course of business, meaning that such assets can be effectively disposed of by the charging company so as to give a third party good title to the assets free of the floating charge and meaning that there is a risk of security being granted over such assets in priority to the floating charge security; (e) floating charge security is subject to certain challenges under English insolvency law, please see "—Challenges to guarantees and security—Grant of floating charge"; and (f) floating charge security is subject to the claims of preferential creditors (such as occupational pension scheme contributions and salaries owed to employees) and to ring-fencing please see "—Administration."

Under English law there is a possibility that a court could recharacterize fixed security interests purported to be created by a security document as floating charges, and the description given to security interests by the parties is not determinative. Whether security interests labelled as fixed will be upheld as fixed security interests rather than floating security interests will depend, among other things, on whether the chargee has the requisite degree of control over the relevant chargor's ability to deal in the relevant assets and the proceeds thereof and, if so, whether such control is exercised by the chargee in practice. Where the chargor is free to deal with the secured assets without the consent of the chargee prior to crystallization, the court is likely to hold that the security interest in question constitutes a floating charge, notwithstanding that it may be described as a fixed charge in the security documents.

Administration

The Insolvency Act and the Exit Regulations empower British courts to make an administration order in respect to (i) companies incorporated under the laws of England and Wales or Scotland, (ii) companies incorporated under the laws of an EEA Member State, (iii) companies not incorporated under the laws of an EEA Member State but having their COMI in an EU Member State (other than Denmark), (iv) companies (wherever incorporated) having their COMI in the United Kingdom, and (v) companies (wherever incorporated) having their COMI in an EU Member State (other than Denmark) and an establishment (see "European Union" above) in the United Kingdom. An administration order can be made if the court is satisfied that the relevant company is or is likely to become "unable to pay its debts" (as set out in the Insolvency Act) and that the administration order is reasonably likely to achieve the purpose of administration. An administrator can also be appointed out of court by the company, its directors or the holder of a qualifying floating charge, and different procedures apply according to the identity of the appointor. In general, during the administration, no proceedings or other legal process may be commenced or continued against the debtor or security enforced over the company's property, except with leave of the court or the consent of the administrator. Certain creditors of a company in administration may be able to realize their security over that company's property notwithstanding the statutory moratorium. This is by virtue of the disapplication of the moratorium in relation to a "security financial collateral agreement" (generally, cash or financial instruments such as shares, bonds or tradable capital market debt instruments) under the Financial Collateral Arrangements (No. 2) Regulations 2003. If the English Obligor were to enter administration, it is possible that the guarantee granted by it may not be enforced while it is in administration, without the leave of the court or consent of the administrator. In addition, other than in limited circumstances, no administrative receiver can be appointed by a secured creditor in preference to an administrator, and any already appointed receiver must resign if requested to do so by the administrator. Where the company is already in administration no receiver may be appointed.

In addition, under English insolvency law any debt payable in a currency other than pounds sterling (such as Euro, in the case of the Notes) must be converted into pounds sterling at the "official exchange rate" prevailing at the date when the debtor went into liquidation or administration. This provision overrides any agreement between the parties. The "official exchange rate" for these purposes is the middle market rate at the London Foreign Exchange Market at close of business as published for the date in question or, if no such rate is published, such rate as the court determines. Accordingly, in the event that an English Obligor goes into liquidation or administration, holders of the Notes may be subject to exchange rate risk between the date that such English Obligor went into liquidation or administration and the date of receipt of any amounts to which such holders of the Notes may become entitled.

Liquidation

Liquidation is an asset realization and distribution procedure under which the assets of the company are realized and distributed by the liquidator to creditors in the statutory order of priority prescribed by the Insolvency Act. There are three ways the English Obligor may be placed into liquidation or "wound up": (1) Members' voluntary liquidation (which is a procedure available to solvent companies only), (2) creditors' voluntary liquidation and (3) compulsory winding-up.

Companies registered in England and Wales, foreign companies with their COMI in England and Wales, foreign companies with their COMI in an EU Member State (other than Denmark) and an "establishment" in England and Wales or which have a "sufficient connection" with England and Wales to justify the court exercising its jurisdiction may be wound up via compulsory liquidation. Only companies registered in England and Wales may be subject to voluntary liquidation (save that a foreign company where its COMI is in England and Wales or in an EU Member State (except Denmark) but which has an "establishment'" in England and Wales) may enter a creditors' voluntary liquidation).

On the liquidation of an English company, there is no automatic statutory moratorium in place preventing the holders of security interests from taking steps to enforce those security interests. Where a company incorporated under the laws of England and Wales is placed into liquidation, a creditor holding a valid mortgage, charge or other security interest has four options: (1) to realize the security, apply the proceeds towards discharge of the secured debt, and prove in the liquidation for any balance; (2) to retain the security and not prove in the liquidation; (3) to value the security and prove for any shortfall between that value and the value of the debt, or (4) to surrender the security and prove for the full amount of the debt.

Challenges to Guarantees and Security

There are circumstances under English insolvency law in which the granting by an English company of security and guarantees can be challenged. In most cases this will only arise if the company is placed into administration or liquidation within a specified period (as set out in more detail below) of the granting of the guarantee or security. Therefore, if during the specified period an administrator or liquidator is appointed to an English company, they may challenge the validity of the guarantee or security given by such company.

The following potential grounds for challenge may apply to guarantees and charges.

Transaction at an Undervalue

Under English insolvency law, a liquidator or administrator of an English company can apply to the court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or guarantee constituted a transaction at an undervalue. There will only be a transaction at an undervalue if, at the time of the transaction or as a result of the transaction, the English company was or becomes unable to pay its debts (as defined in the Insolvency Act (as amended)). The transaction can be challenged if the English company enters into liquidation or administration proceedings within a period of two years from the date the English company grants the security interest or the guarantee. A transaction might be subject to being set aside as a transaction at an undervalue if the company makes a gift to a person, if the company receives no consideration or if the company receives consideration of significantly less value, in money or money's worth, than the consideration given by such company. However, a court generally will not intervene if it is satisfied that the company entered into the transaction in good faith and for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing the transaction would benefit it. If the court determines that the transaction was a transaction at an undervalue the court can make such order as it thinks fit to restore the position to what it would have been in if the transaction had not been entered into. It is for the administrator or liquidator to demonstrate that the English company was insolvent unless a beneficiary of the transaction was a connected person (as defined in the Insolvency Act (as amended)), in which case there is a presumption of insolvency and the connected person must demonstrate that the English company was not unable to pay its debts at the time of the transaction and did not become unable to do so as a consequence of the transaction.

Preference

Under English insolvency law, a liquidator or administrator of an English company could apply to the court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or such guarantee constituted a preference. There will only be a preference if, at the time of the transaction or as a result of the transaction, the English company was or becomes unable to pay its debts (as defined in the Insolvency Act (as amended)). The transaction can be challenged if the English company enters into liquidation or administration proceedings within a period of six months (if the beneficiary of the security or the guarantee is not a connected person) or two years (if the beneficiary is a connected person) from the date the English company grants the security interest or the guarantee. A transaction will constitute a factual preference if it has the effect of putting a creditor of the English company (or a surety or guarantor for any of the company's debts or liabilities) in a better position (in the event of the company going into insolvent liquidation) than such creditor, guarantor or surety would otherwise have been in had that transaction not been entered into. If the court determines that the transaction constituted such a preference, the court has very wide powers for restoring the position to what it would have been if that preference had not been given, which could include reducing payments in respect of the Guarantee of the English Obligor (although there is protection for a third party who enters into one of the transactions in good faith and without notice). However, for the court to do so, it must be shown that in deciding to give the factual preference the English company was influenced by a desire to produce the preferential effect. It is for the administrator or liquidator to demonstrate that the English company was insolvent at the relevant time and that the company was influenced by a desire to produce the preferential effect, unless the beneficiary of the transaction was a connected person (other than an employee), in which case there is a presumption that the company was influenced by a desire to produce the preferential effect and the connected person must demonstrate in such proceedings that there was no such influence.

We cannot assure holders of the Notes that, in the event of insolvency, the giving of the Guarantee by the English Obligor incorporated under the laws of England and Wales would not be challenged by a liquidator or administrator

or that a court would support the Group's analysis that (in any event) the Guarantee was entered into in good faith for the purposes described above. If a court were to avoid any giving of any Guarantee as a result of a transaction at an undervalue or preference, or held it unenforceable for any other reason, you would cease to have any claim against the Guarantor giving such Guarantee.

Transaction Defrauding Creditors

Under English insolvency law, where it can be shown that a transaction was of an undervalue and was made for the purposes of putting assets beyond the reach of a person who is making, or may make, a claim against a company, or of otherwise prejudicing the interests of a person in relation to the claim, which that person is making or may make, the transaction may be set aside by the court as a transaction defrauding creditors. This provision may be used by any person who is a "victim" of the transaction and is not therefore limited to liquidators or administrators. There is no time limit in the English insolvency legislation within which the challenge must be made, and the relevant company does not need to be insolvent at the time of the transaction. If the court determines that the transaction was a transaction defrauding creditors, the court can make such orders as it thinks fit to restore the position to what it would have been if the transaction had not been entered into and to protect the interests of the victims of the transaction.

Extortionate Credit Transaction

An administrator or a liquidator can apply for a court to set aside an extortionate credit transaction. The court can review extortionate credit transactions entered into by the English Obligor up to three years before the day on which the English Obligor entered into administration or went into liquidation. A transaction is "extortionate" if, having regard to the risk accepted by the person providing the credit, the terms of it are (or were) such as to require grossly exorbitant payments to be made (whether unconditionally or in certain contingencies) in respect of the provision of the credit or it otherwise grossly contravened ordinary principles of fair dealing.

Grant of Floating Charge

Under English insolvency law, if the English Obligor is unable to pay its debts at the time of (or as a result of) granting a floating charge, and the floating charge was granted within the specified period referred to below, then such floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the English Obligor at the same time as or after the creation of the floating charge. The requirement for the English Obligor to be insolvent at the time of (or as a result of) granting the floating charge does not apply where the floating charge was granted within the specified period referred to below and is granted to a connected person. If the floating charge is granted to a connected person, and the floating charge was granted within the specified period referred to below, then the floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the English Obligor at the same time as or after the creation of the floating charge, whether the English Obligor is solvent or insolvent. The granting of the charge can be challenged only if the English Obligor enters into liquidation or administration proceedings within a period of one year (if the beneficiary is not a connected person) or two years (if the beneficiary is a connected person) from the date the English Obligor grants the floating charge. However, if a floating charge qualifies as a "security financial collateral agreement" under the Financial Collateral Arrangements (No. 2) Regulations 2003, the floating charge will not be subject to challenge as described in this paragraph. An administrator or a liquidator, as applicable, does not need to apply to court for an order declaring that a floating charge is invalid. Any floating charge created during the relevant time period is automatically invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the English company at the same time as or after the creation of the floating charge (plus certain interest), whether the relevant English company is solvent or insolvent at the time of grant.

Corporate Insolvency and Governance Act 2020

On June 26, 2020, the Corporate Insolvency and Governance Act 2020 ("CIGA 2020") enacted fundamental reforms to the United Kingdom's existing insolvency and companies legislation. Some of these measures had been proposed in August 2018 but were fast-tracked through the United Kingdom legislative process in response to the COVID-19 pandemic. The measures include the following:

Moratorium

Part A1 of the Insolvency Act, as introduced by CIGA 2020, provides a standalone moratorium which can benefit certain distressed companies by giving them various protections from creditors and providing them with a breathing space to formulate a rescue and/or restructuring plan. The moratorium is a 'debtor-in-possession' process, meaning that a company in a moratorium remains under the management of its directors, but the moratorium is supervised by an insolvency practitioner, called a 'monitor.'

Not all companies are eligible for the moratorium. Schedule ZA1 to the Insolvency Act sets out a number of exclusions from eligibility which includes companies that are a party to capital markets arrangements where the debt incurred (or, when entering into the agreement, expected to be incurred) was of least £10 million (at any time during the life of the capital market arrangement) and the arrangement involves the issue of a capital market investment. This includes, amongst other things, secured and unsecured debt, but the debt instrument either has to be rated, listed, traded (or designed to be rated, listed or traded), or bonds or commercial paper issued to professional, high net worth or sophisticated investors.

Ipso Facto Clauses Prohibited

CIGA 2020 introduced a permanent prohibition on the operation and exercise of termination clauses and the imposition of amended terms by a supplier in contracts for goods and services, which would have been triggered by the counterparty company being made subject to a relevant insolvency procedure. Such procedures include winding-up and administration, as well as the new moratorium and restructuring plan. Other rights to terminate under the contract (i.e., other than on the counterparty being subject to a relevant insolvency procedure) are preserved, to the extent the termination event arises after commencement of the insolvency proceeding. A supplier may be allowed to terminate the contract if the company or the relevant insolvency practitioner consents or if permission is granted by the court on it being satisfied that the continuation of the contract would cause the supplier hardship. Financial services contracts and entities involved in financial services are not affected by this new prohibition.

Restructuring Plan

CIGA 2020 also provides for a new restructuring process, similar to a scheme of arrangement under the Companies Act (see "—Scheme of Arrangement"), but with an ability for a cross-class cram-down to bind dissenting stakeholders to the restructuring plan proposed. This new stand-alone restructuring plan under Part 26A of the Companies Act is available to any company that is liable to be wound up under the Insolvency Act. The Secretary of State is given the express power to exclude regulated companies providing financial services from being able to propose a restructuring plan, and may also provide for other exclusions as to the type of debtor company or creditor entities that may be party to a restructuring plan.

The company must: (i) have encountered, or be likely to encounter, financial difficulties that are affecting, or will or may affect, its ability to carry on business as a going concern; and (ii) have proposed a compromise or arrangement with its creditors or members (or any class of either of them) for the purpose of eliminating, reducing, preventing or mitigating the effect of such financial difficulties.

The process closely resembles that for schemes of arrangement, whereby a proposed restructuring plan must be filed at court as part of the proponent's application to convene a meeting of creditors or members. At the convening hearing, the court will examine the classes of stakeholders and whether it has jurisdiction to make judgment on the proposed restructuring plan. Once the court is satisfied it has jurisdiction and with the allocation of classes, it will order a meeting of each class of creditors/members to vote on the proposed restructuring plan: details of such meeting(s) must be sent to every stakeholder in each class, accompanied by a statement explaining the effect of the plan and state any material interests of the directors of the company and the effect on those interests of the plan insofar as it is different from the effects on the like interests of other persons. Creditors and members whose rights would be affected by the restructuring or compromise arrangement must be permitted to participate in the relevant meeting, unless they have been excluded by reason of having no genuine economic interest in the company.

The creditors/members of a class are deemed to approve a restructuring plan if at least 75% in value of the creditors/members of that class who are present and voting (in person or by proxy) have voted in favor of the proposals.

Unlike with a scheme of arrangement, there is no requirement for a majority in number of those creditors present and voting to vote in favor of a restructuring plan for class approval to be given.

As stated above, a restructuring plan has an additional feature which a scheme or arrangement does not have, a "cross-class cram down" provision. This allows the court to sanction a restructuring plan even if not all of the relevant classes of creditors and/or members have voted in favor of it. In order for the court to sanction a cross-class cram down the court must be satisfied that none of the dissenting classes are any worse off under the plan than they would be in the event of the "relevant alternative" (being whatever the court considers would be most likely to occur in relation to the company if the restructuring plan were not sanctioned); and that the plan has been agreed by 75% in value of a class of creditors or members present and voting (in person or by proxy) who would receive a payment, or have a genuine economic interest in the company, in the event of the relevant alternative. Similar to a scheme of arrangement, a restructuring plan then needs to be sanctioned by the court at a sanction hearing. Although there are no provisions which expressly set out how the court's discretion is to be exercised, the court will draw on the principles applicable to schemes. For example, the court may refuse to grant sanction if it considers that the restructuring plan is not just and equitable. Parties' rights following confirmation of a restructuring plan will be as provided for in the plan and any previous rights will be extinguished. Unlike an administration proceeding, the commencement of a restructuring plan does not trigger a moratorium on claims or proceedings, although the directors may apply for moratorium (see above) to provide protection pending the sanction of the plan if the relevant company is eligible.

The "Henry VIII" Powers

CIGA 2020 further confers on the UK government some extensive powers to make a range of further amendments to corporate insolvency and governance legislation under delegated regulations. For example, regulations may be made to amend or modify the conditions that must be met before an insolvency procedure applies to certain entities, or the way in which the procedure applies, or to change or disapply a person's corporate duties and liabilities.

France

Go Voyages S.A.S., Liligo and Go Voyages Trade S.A.S., Guarantors of the Notes (the "French Guarantors"), are incorporated under the laws of France and, as such, any insolvency proceedings applicable to the French Guarantors may be governed by French insolvency law.

French courts may also have jurisdiction to commence insolvency proceedings with respect to other companies of the group if the conditions provided for by the EU Insolvency Regulation (if applicable) are met (see above), or, if not applicable, in accordance with traditional French private international law.

The following is a brief description of certain aspects of insolvency law in France.

Warning Procedure (procédure d'alerte)

In order to anticipate a debtor's difficulties to the extent possible, French law provides for warning procedures which takes place in stages. Indeed, if a company is incorporated as a *société par actions simplifiée* or when there are elements which they believe are likely to jeopardize the continuity of the company's operations (*des faits de nature à compromettre la continuité de l'exploitation*), the statutory auditors of a company can request the director to provide an explanation for the situation. Upon receipt of the response, or in the absence of a response within 15 days, the statutory auditor informs the president of the relevant court of the warning procedure and may also request to be heard by the said president on the matter (stage 1 of the warning procedure).

At a later stage, and failing a response from the director or appropriate corrective measures, a shareholders' meeting shall be convened and the auditors present a special report on the state of the company (which is also addressed to the social and economic committee) (stage 2 of the warning procedure). Further to the shareholders' meeting, if the statutory auditors consider that the decisions taken do not enable the continuity of the company's operations, auditors must inform the president of the relevant court of the warning procedure and may request to be heard by the president of the relevant court (stage 3 of the warning procedure).

In addition, pursuant to Article L.611-2 of the French *code de commerce* (the "French Commercial Code"), where it results from any document or procedure that the continuity of the company's operations is likely to be jeopardized

(*des faits de nature à compromettre la continuité de l'exploitation*), the management of the company may be summoned by the president of the relevant commercial court in order to consider the appropriate measures to improve the situation. As soon as such notice is sent, the president of the relevant court may obtain from the auditors, the social and economic committee and public administrations, among others, information likely to provide an accurate update of the economic and financial situation of the company. When the annual financial statements of the company are not filed within the time limits provided by law, the president of the relevant court may order the management to do so as soon as possible, subject to a fine.

Pursuant to the provisions of Article L.611-2-1 of the French Commercial Code, the competent civil court (*tribunal judiciaire*) will also be able to exercise the emergency procedure for debtors subject to its jurisdiction.

Under the warning procedure (*procédure d'alerte*) provided for in Articles L.234-1, L.234-2, L.251-15 and L.612-3 of the French Commercial Code, if the statutory auditors consider that the situation of the relevant company requires immediate actions, and has determined that the management is refusing to take such actions or is taking insufficient measures, the statutory auditors may inform the president of the relevant court concurrently with their initial report made to the management, to the chairman of the board of directors (*conseil d'administration*) or to the chairman of the supervisory board (*conseil de surveillance*), as the case may be. In such case, the statutory auditor may communicate by any means and without delay to the president of the relevant court their findings and proceedings, and may produce copies of any relevant documents.

Shareholders representing at least 5% of the share capital and the social and economic committee (or in their absence the employees' representatives) have similar rights.

Grace Periods

In addition to pre-insolvency and insolvency laws discussed below, the holders of the Notes could, like any other creditors, be subject to Articles 1343-5 *et seq.*, of the French *code civil* (the "French Civil Code").

Pursuant to Article 1343-5 of the French Civil Code, French courts may, in any civil or commercial proceeding involving the debtor, whether initiated by the debtor or the creditor, taking into account the debtor's financial position and the creditor's financial needs, defer or otherwise reschedule the payment dates or payment obligations over a maximum period of two years. In addition, pursuant to Article 1343-5, if a debtor specifically initiates proceedings thereunder, French courts may decide that any amounts, the payment date of which is thus deferred or rescheduled, will bear interest at a rate which is lower than the contractual rate (but not lower than the legal rate, as published semi-annually by decree by the French government) or that payments made shall first be allocated to repayment of the principal. If a court order under Article 1343-5 of the French Civil Code is made, it will suspend any pending enforcement measures, and any contractual interest or penalty for late payment will not accrue or be due during the period ordered by the court.

When the debtor is subject to conciliation proceedings, these provisions shall be read in combination with Articles L.611-7 and L.611-10-1 of the French Commercial Code (see below).

Insolvency (cessation des paiements)

Under French law, a company is deemed insolvent (*en état de cessation des paiements*) when it is not able to pay its debts as they fall due out of its available and liquid assets, taking into account any moratorium which its creditors may have granted as well as any available liquidity reserves.

The debtor is required to petition for insolvency proceedings (either judicial reorganization or judicial liquidation) within 45 days of becoming insolvent unless it has initiated conciliation proceedings within the same period. If it does not, directors and, as the case may be, *de facto* managers, may be subject to civil liability. Insolvency proceedings may also be initiated upon the initiative of a creditor or of the State prosecutor; *provided* that the debtor is insolvent.

Court-assisted Proceedings

Mandat ad hoc and conciliation proceedings are informal amicable proceedings carried out under the supervision of the president of the commercial court. A trustee (as the case may be, a *mandataire ad hoc* or a *conciliateur*) is

appointed confidentially by the president of the commercial court in order to help the debtor reach an agreement with its creditors in particular by reducing or rescheduling its indebtedness. The debtor may propose, in the filing for the commencement of the proceedings, the appointment of a particular person as trustee.

Any contractual provision requiring the debtor to bear, by reason only of the appointment of a *mandataire ad hoc* or of the commencement of conciliation proceedings, for the portion that would exceed three-quarters of the total fees of the professional advisers retained by creditors in connection with these proceedings, is deemed null and void. Any contractual provision that modifies the conditions for the continuation of an ongoing contract by reducing the debtors' rights or increasing its obligations simply by reason of the designation of *a mandataire ad hoc* or of the commencement of conciliation proceedings or of a request submitted to this end, is deemed null and void.

Mandat ad hoc Proceedings (mandat ad hoc)

Mandat ad hoc proceedings are confidential proceedings available to solvent debtors. The process is voluntary, the legal representative of the company being the only one entitled to file a request with the president of the commercial court for the appointment of a *mandataire ad hoc*. A restructuring agreement may be negotiated between the company and its main creditors on a consensual basis—those creditors not willing to take part cannot be bound by the arrangement. In the event an agreement is reached, the agreement will have no binding effect upon third parties and will not benefit from any statutory protections. There is no time limit for the duration of *mandat ad hoc* proceedings.

In any event, the debtor retains the right to petition the relevant court for a grace period as set forth in Article 1343-5 of the French Civil Code.

Conciliation Proceedings (procédure de conciliation)

A company may, in its sole discretion, request the commencement of conciliation proceedings (*procédure de conciliation*) with respect to itself; *provided* it (i) is not insolvent or has not been insolvent for more than 45 days, and (ii) experiences legal, economic or financial difficulties. The competent court will appoint a conciliator (*conciliateur*) to help the company reach an agreement with its main creditors and stakeholders for reducing or rescheduling its indebtedness. Such agreement may be either confidentially acknowledged (*constaté*) by the president of the court (in which case the agreement becomes immediately enforceable (*exécutoire*)) or approved (*homologué*) by the court. The main consequences of the approval (*homologation*) by the commercial court will be the following:

- creditors who provide new money or goods or services designed to ensure the continuation of the business of the distressed company (other than shareholders providing new equity) will enjoy a preferential treatment in the event of subsequent insolvency proceedings; and

- in the event of subsequent judicial reorganization proceedings or judicial liquidation proceedings, the date of the *cessation des paiements*, which is the starting date of the "hardening period" preceding the opening of insolvency proceedings (see below), cannot be fixed by the commercial court as of a date earlier than the date of the approval of the agreement.

Whether the conciliation agreement is acknowledged or approved, the court may, at the request of the debtor, appoint the conciliator to monitor the implementation of the agreement (*mandataire à l'exécution de l'accord*), so long as the conciliation agreement is in effect:

- any individual proceedings by creditors with respect to the claims included in the agreement are suspended and/or prohibited;

- interest accruing on the affected claims can no longer be compounded;

Conciliation proceedings are also confidential, but, in case of approval by the commercial court, third parties are informed that such an agreement has been entered into, through a publication. Conciliation proceedings may last up to five months.

If a creditor seeks payment during conciliation proceedings, then pursuant to Article L.611-7 of the French Commercial Code, the judge having opened the conciliation proceedings has jurisdiction to grant a grace period to the

debtor, in accordance with Article 1343-5 of the French Civil Code; *provided* that (i) the debtor has received a formal notice requesting payment or faces enforcement from such creditor or (ii) if such creditor does not accept, by the deadline set by the conciliator, a request made by the conciliator to suspend payment of his claim. In this last situation (creditor's refusal), the judge has the power to grant a deferral or rescheduling of the creditor's (i) due claims up to a maximum of 24 months and (ii) unmatured claims for a maximum period which would correspond to the remaining period of the conciliation proceedings. In any case, the decision would be taken after having heard the conciliator. Pursuant to Article L.611-10-1 of the French Commercial Code, the judge also has jurisdiction to grant such a grace period during the implementation of the conciliation agreement (i.e., after the end of the conciliation proceedings), in relation to claims of non-consenting creditors (other than public creditors), provided that this agreement has been either recognized or sanctioned by a court decision, as discussed above.

Any joint-debtor or third-party having granted a guarantee (*sûreté personnelle*) or a security interest (*sûreté réelle*) with respect to the debtor's obligations can benefit from the grace periods granted to the debtor in the context of conciliation proceedings pursuant to Article L.611-7 of the French Commercial Code or during the implementation period of the conciliation agreement pursuant to Article L.611-10-1 of the French Commercial Code as well as from the provisions of the approved or acknowledged conciliation agreement.

Conciliation proceedings may also be the first step of:

- either a "prepack" sale of business to be implemented in subsequent judicial reorganization or judicial liquidation proceedings. Potential purchasers of the business are sought during the conciliation proceedings, and the sale of the company's business is then implemented very quickly after the opening of insolvency proceedings; or

- accelerated safeguard proceeding (see below).

Where the maximum time period allotted to court assisted proceedings expires without an agreement being reached, the proceedings will end. The termination of such proceedings does not, in and of itself entail any specific legal consequences for the debtor, in particular it does not result in the automatic commencement of insolvency proceedings. New conciliation proceedings cannot be commenced before three months have elapsed as from the end of the previous one.

Court-administered Proceedings

French insolvency proceedings are safeguard proceedings (including accelerated safeguard proceeding), judicial reorganization proceedings and judicial liquidation. Depending on which court-administrated proceedings is opened, objectives of such French insolvency proceedings are, to safeguard the debtor's activity, to safeguard jobs and to pay creditors.

Safeguard Proceedings (procédure de sauvegarde)

The safeguard proceedings allows for the establishment of a restructuring plan under commercial court supervision before the company becomes insolvent. It is available only at the request of a debtor company. The debtor must be solvent (i.e., not unable to pay its due debts out of its available assets) but facing difficulties that it cannot overcome. Safeguard proceedings are public and include an automatic stay of all actions against the debtor for up to six months, renewable for an additional six months with commercial court approval. During this period (the "observation period"), the debtor and the insolvency officers try to elaborate a viable restructuring plan (including a debt restructuring) called the "safeguard plan" and to have it adopted by the court. A preferential treatment is given for the benefit of persons who grant a new cash contribution to the debtor during the observation period in order to ensure the continuation of the company's activity and its sustainability.

During the observation period, payments by the debtor of any debts incurred prior to the commencement of the proceedings, or after the commencement of the proceedings if not incurred for the purpose of the proceedings or the observation period or in consideration of services rendered/ goods delivered to the debtor, are prohibited, subject to limited exceptions. The supervising judge (*juge-commissaire*) can authorize payments for prepetition debts in order to discharge a lien on property needed for the continued operation of the debtor's business or get back goods or rights transferred as collateral in a fiduciary estate (*patrimoine fiduciaire*). Debts arising after the commencement of the

safeguard proceedings will be given priority over debts incurred prior to the commencement of the safeguard proceedings if they relate to expenses necessary for the business's ordinary activities or are for the requirements of the proceedings.

New financings granted to debtors in the context of safeguard or reorganization proceedings benefit from a new safeguard or reorganization privilege (the "S/R Lien").

The S/R Lien applies to all new cash contributions made by any person:

- during the observation period, in order to ensure the continuity of debtor's business and its sustainability, in which case such cash contributions must be authorized by the supervising judge,
- for the implementation of the safeguard or reorganization plan, i.e. within the plan as approved or modified by the court, and for the purposes of its execution, it being specified that the judgment must mention all claims benefiting from the S/R Lien, as well as the relevant amounts, or
- for contributions made in the context of a substantial modification of the plan, for the implementation of the amended plan.

Claims benefiting from the S/R/ Lien benefits from a particularly attractive rank, namely (i) 3rd rank in safeguard and reorganization proceedings (Article L.622-17, III 2° of the French Commercial Code) and (ii) 8th rank in liquidation proceedings (Article L.643-8, I 8° of the French Commercial Code), subject to having been (i) authorized by the supervising judge (*juge-commissaire*) and (ii) published.

The S/R Lien cannot benefit shareholders as part of a share capital increase, nor (directly or indirectly) to creditors for pre-petition debt.

One of the main features of the safeguard proceedings consists in the creation of multiple affected parties' classes (mandatory for companies (i) employing more than 250 persons with a turnover exceeding €20 million or (ii) with a turnover exceeding €40 million, optional for the debtor below such thresholds). Class-based consultation also applies in respect of debtors which own or control other entities within the meaning of Articles L.233-1 and L.233-3 of the French Commercial Code, provided that all the companies together reach the aforementioned thresholds. Class-based consultation could also apply, in case these thresholds are not met, upon the debtor's request and with the consent of the supervising judge (*juge-commissaire*).

Those classes consist of creditors related by a common economic interest with respect to claims arising prior to the commencement of the safeguard proceedings, which shall benefit from equal treatment under the plan. Creditors are divided into such classes by the court-appointed administrator (*administrateur judiciaire*) on the basis of verifiable objective criteria; *provided* that (i) secured creditor must be placed in a separate class from the other creditors, (ii) the division into classes must respect the subordination agreements between affected parties concluded before the initiation of the proceedings and (iii) shareholders and other equity holders must also be placed in one or more separate classes.

The court-appointed administrator shall submit to each affected party the modalities for dividing into classes and calculating the voting rights corresponding to the affected claims. The affected classes shall vote on the plan within 20 to 30 days from delivery of the proposed plan (subject to a potential court decision to postpone or shorten this deadline, provided that such period is not less than 15 days). The plan is approved where members of the affected classes voting in favor of the plan account for at least two-thirds of the outstanding claims of the creditors expressing a vote, it being specified that within a class, the vote on the adoption of the plan may be replaced by an agreement which, after consultation with its members, has the approval of two-thirds of the votes held by them.

If applicable, the classes of equity holders vote under the rules governing votes at shareholders/equity holders' general meetings, except that the decision is taken at the same two-thirds majority.

Once the draft plan has been adopted by each of the classes, it will be submitted to the court, which shall essentially verify that the following conditions are met:

- the plan has been approved in accordance with the rules governing the constitution of classes of affected parties;

- affected parties which share sufficient commonality of interests within a class, benefit from an equal treatment and are treated in proportion to their claim or right;

- the plan has been regularly notified to all affected parties;

- if some affected parties have voted against the plan, none of these parties is in a worse situation, under the plan, than they would be if the order of priority for the distribution of asset sale proceeds in judicial liquidation proceedings, whether the assets are sold individually or the business as a going concern is sold via an asset sale plan (*plan de cession*) pursuant to Article L.642-1 of the French Commercial Code were to apply or in the event of a better alternative solution if the restructuring plan were not to be approved;

- the interests of all affected parties are sufficiently protected; and

- to the extent applicable, any new financing necessary to implement the plan does not unduly prejudice (*ne porte pas une atteinte excessive aux*) the interest of affected parties.

Even if these criteria are met, the court may refuse to approve the plan if it does not offer a reasonable prospect of (i) preventing the insolvency of the debtor or (ii) ensuring the sustainability of the business (*viabilité de l'entreprise*).

If the safeguard plan was not approved by each class, it may also be adopted by the commercial court upon request of the debtor or the court-appointed administrator, subject to the debtor's consent, and be imposed to dissenting classes (i.e., "cross-class cram-down"); *provided* that, *inter alia*,

- the plan complies with the conditions for adoption of the plan by court, as listed above;

- the safeguard plan was adopted by (i) a majority of the affected classes, *provided further* that at least one of those classes is a class of secured creditors or ranks ahead of the class of unsecured creditors or (ii) at least one of the classes of affected parties entitled to vote, other than a class of equity holders or any other class that is unlikely to receive any payment.

- a dissenting voting class of affected parties must be satisfied in full (by identical or equivalent means) before a more junior class may receive any distribution or keep any interest under the restructuring plan (also referred to as the "absolute priority" rule);

- no class of affected parties, can, under the plan, receive or keep more than the full amount of its claims or interests; and

- if one or more classes of equity holders have been constituted and have not approved the plan, this plan can be imposed on them provided that: (i) the debtor (x) either employs at least 250 employees and has a net turnover of €20 million (y) or has a net turnover of €40 million (such thresholds applying to companies that own or control another company, within the meaning of Articles L.233-1 and L. 233-3 of the French Commercial Code, provided that all the companies together reach the aforementioned thresholds); (ii) it is reasonable to assume that, based on the value of the debtor as a going-concern, equity holders of the dissenting classes would not receive any payment or retain any interest if the normal ranking of priorities for the distribution of asset sale proceeds in judicial liquidation proceedings, whether piecemeal or via an asset sale plan, were applied; (iii) if the plan provides for a share capital increase through a cash contribution, the newly issued shares shall be offered in priority to the shareholders (in proportion to their shareholding); and (iv) the plan does not provide for the transfer of all or part of the rights of the class or classes of dissenting equity holders.

The court, at the request of (i) the debtor or (ii) the judicial administrator with the agreement of the debtor, may depart from the "absolute priority" rule where such derogations are necessary in order to achieve the objectives of the plan and if the plan does not unduly prejudice (*ne porte pas une atteinte excessive aux*) the rights or interests of the

affected parties. In particular, suppliers essential to the debtor's business, equity holders or holders of claims arising from the debtor's tort liability are eligible for special treatment.

The court can also adopt a safeguard plan in the absence of creditors' classes (e.g., because such classes were not created). In such a case, all creditors are consulted on an individual basis, on debt rescheduling, write-offs and/or debt-for-equity swaps. Creditors are deemed to have accepted the debt rescheduling or write-offs proposals if they fail to respond within 30 days from the receipt of the debtor's proposal. However, in respect to debt-for-equity swap proposals, the creditors' representative must obtain the agreement of each creditor in writing. With respect to creditors rejecting the debtor's proposals, the commercial court can only impose a rescheduling of the repayment of the debts over a maximum period of 10 years, except for debts with maturity dates of more than 10 years, in which case the maturity date may remain the same. In that case, the first payment must be made within a year of the judgment adopting the plan (in the third and subsequent years, the amount of each annual installment must be of at least 5% of the total admitted pre-filing liabilities, and of at least 10% of the total admitted pre-filing liabilities from the sixth annual installment).

The plan submitted to the affected classes, may include not only rescheduling of debts but also cancellation of debts and debt-for-equity swaps (debt-for-equity swaps requiring the relevant shareholder consent). The plan may provide for a different treatment of creditors if their differences of situation so justify. Following approval by the affected classes and subject to verification by the commercial court that creditors' interests are adequately preserved, the commercial court can approve the plan, in which case the plan will be binding also on dissenting members.

Accelerated Safeguard Proceedings (procédure de sauvegarde accélérée)

A company in the course of conciliation proceedings may request commencement of accelerated safeguard proceedings (*procédure de sauvegarde accélérée*) if (i) while not being *en cessation des paiements* (i.e., being unable to pay its debts as they fall due out of its available assets) for more than 45 days when it initially requested the opening of conciliation proceedings, it is facing difficulties that it cannot overcome, (ii) it has its accounts certified by a statutory auditor (*commissaire aux comptes*) or established by certified public accountant (*expert comptable*), (iii) it is subject to ongoing conciliation proceedings, and (iv) it has prepared, in the context of conciliation proceedings, a draft safeguard plan that aims to protect its operations in the long run and is likely to be supported by the affected parties.

The debtor may request the limitation of the scope of the accelerated safeguard proceedings to its financial creditors only if the nature of its indebtedness is such that a plan could be adopted by such creditors alone. In case, creditors that are not concerned by the proceedings are therefore not affected by the plan. Such creditors will neither be subject to majority rules, nor to the rescheduling or cancellation of their debts.

If the debtor does not meet the thresholds required for classes of affected parties to be formed, the court must order such formation in the decision commencing the proceedings.

The accelerated safeguard proceedings have been designed to "fast track" the safeguard proceedings. The regime applicable to accelerated safeguard proceedings is roughly similar to the regular safeguard proceedings, to the extent compatible with the accelerated timing in accelerated safeguard proceedings. Therefore, some provisions relating in particular to ongoing contracts and restitution claims made by owners benefiting from retention of title clauses are, for instance, excluded by law.

Where accelerated safeguard proceedings are opened, affected parties classes are convened and are required to vote on the proposed accelerated safeguard plan within a period of 20 to 30 days (which may be reduced upon decision of the supervising judge but may not be of less than 15 days) from delivery of the proposed plan (as applicable in safeguard proceedings).

As with traditional safeguard proceedings, the plan adopted in the context of accelerated safeguard proceedings may notably provide for rescheduling of debts, debt cancellation or debt-for-equity swaps (requiring the relevant shareholder consent).

The maximum duration of the accelerated safeguard proceedings is four months (two months extendable by two additional months). If, during this period, no plan is adopted by the affected parties classes, the commercial court shall terminate the accelerated safeguard proceedings.

Judicial Reorganization (procédure de redressement judiciaire)

A judicial reorganization may be initiated with respect to a company incorporated in France (or a foreign company whose center of main interest is situated in France) if it cannot pay its debts as they fall due out of its available assets (i.e., if it is in *cessation des paiements*); *provided* that its financial situation is capable of improving.

Such proceedings may be initiated by the company, a creditor, the court or the State prosecutor. The debtor is required to petition for insolvency proceedings within 45 days of becoming in *cessation des paiements* unless it has initiated a conciliation proceedings within the same period. If it does not, the debtor's managers may be subject to civil liability.

The judicial administrator will assist the debtor to make management decisions (*mission d'assistance*) or may be empowered by the court to take over the management and control of the debtor (*mission d'administration*).

The objectives of judicial reorganization proceedings are the same as those of safeguard proceedings. Most of the rules applicable to safeguard proceedings apply to judicial reorganization proceedings. In particular, the commencement of judicial reorganization proceedings triggers an automatic stay of proceedings against the debtor during the observation period (subject to the same limited exceptions), it being specified that the observation period can be extended for an additional 6-month period upon request of the State prosecutor. As with safeguard proceedings, the restructuring plan (the "reorganization plan") may be adopted by affected parties classes (mandatory for companies (i) employing more than 250 persons with a turnover exceeding €20 million or (ii) with a turnover exceeding €40 million, or companies who reach said thresholds on a consolidated basis as mentioned for safeguard proceedings, optional for the debtor below such thresholds).

The rules relating to creditors consultation, especially the powers of the court adopting the judicial reorganization plan (*plan de redressement*) in the event that at least one class of Affected Parties has rejected the proposals made to it are the same (see "France—Safeguard Proceedings *(procédure de sauvegarde"*)) subject to the following provisions:

- in addition to the debtor, the judicial administrator can also request the constitution of classes of affected parties in the case of debtors that do not meet the required size thresholds;

- any affected party may submit an alternative draft plan which shall be reported on by the judicial administrator and shall be submitted, together with the plan proposed by the debtor, to a vote of the classes of affected parties provided that such alternative draft plan has been submitted to the debtor and the judicial administrator at least 15 days before the date of the vote on the draft plan submitted by the debtor;

- a cross-class cram-down may also be requested by the judicial administrator with the agreement of an affected party (meaning that the cross-class cram-down mechanism can be used without the debtor's consent), where the plan meets the conditions of the cross-class cram down mechanism; and

- where the classes of affected parties-based consultation applies and the court does not approve the plan, a new plan must be prepared and standard consultation shall apply (including the court-imposed rescheduling described in "France—Safeguard Proceedings (*procédure de sauvegarde*)" above for standard consultation of creditors).

The reorganization plan can combine all of the following: a debt restructuring, a recapitalization of the company, a debt-for-equity swap (always with the relevant shareholder approval) and the sale of certain assets or of portions of the business.

In addition, the new S/R Lien applies in judicial reorganization proceedings (as defined and detailed above see "—France—Safeguard Proceedings (*procédure de sauvegarde*)").

In the framework of standard consultation, in the cases where (i) a debtor (a) employs more than 150 employees or (b) controls one or more companies employing 150 employees, (ii) the disappearance of such debtor is likely to cause serious disturbance to the national or local economy and to local employment, and (iii) a share capital modification appears, after review of total or partial disposal plan solutions, the only credible solution to avoid such a disturbance and to allow the debtor's business activities to continue. In summary, if, in such event, a reorganization plan provides for a modification of the share capital in favor of one or more person(s) who undertake to execute the plan (e.g., the new majority shareholders) and the existing shareholders refuse to vote in favor of such share capital modification, the commercial court may, under certain procedural and substantial conditions (e.g., the payment to the evicted shareholders of an amount corresponding to the value of their shares, as determined by a commercial court-appointed expert if no agreement as to such value is reached among the parties) and upon request of the commercial court-appointed administrator or the State prosecutor, either (a) appoint a trustee (*mandataire de justice*) to vote in favor of a share capital increase in place of the dissenting shareholders or (b) order, in favor of the person(s) who have undertaken to execute the plan, the transfer of all or part of the shares owned by the dissenting shareholders who own a majority of voting rights or hold a blocking minority in the company. Any approval clause included in the company's constitutional documents is deemed null and void.

In addition, in case a shareholders' meeting needs to vote to bring the shareholders' equity to a level equal to at least one half of the share capital as required by Article L.626-3 of the French Commercial Code, the administrator may appoint a trustee (*mandataire de justice*) to convene a shareholders' meeting and to vote on behalf of the shareholders which refuse to vote in favor of such a resolution if the draft restructuring plan provides for a modification of the equity to the benefit of a third party(ies) undertaking to comply with the reorganization plan.

If no reorganization plan is drafted or if the draft reorganization plan appears obviously incapable of restoring the debtor's viability, the court may decide to adopt a sale plan (*plan de cession*), i.e., a plan whereby all or part of the business is sold to a third party which can cherry-pick the assets, contracts and employees, without (subject to certain exceptions) the need to obtain the consent of either the debtor, the creditors or the other party to certain contracts (such as lease-back agreements or supply agreements of goods and services). Any third party may make a bid to that effect as from the opening of judicial reorganization proceedings. If such a sale plan is adopted, the proceeds of the sale will be allocated for the repayment of the creditors according to the ranking of their claims. The sale price is generally significantly lower than the aggregate value of the assets, bearing in mind that the courts would endorse the most credible offer that would best ensure the preservation of jobs.

Judicial Liquidation (procédure de liquidation judiciaire)

Such proceedings may be initiated by the company, a creditor or the State prosecutor if the debtor cannot pay its debts as they fall due out of its available assets (i.e., if it is in "*cessation des paiement*") and its recovery is not possible. The aim of these proceedings is to liquidate a company and end its activities, by selling its business, either as a whole or per branch of activity or asset by asset. The activity is ended from the opening of proceedings, except if a sale of all or part of the business is feasible. In such a case, the court authorizes the company to continue its activity during a maximum period of three months (renewable once) to implement such a sale.

The liquidator will take over the management and control of the debtor and the managers of the debtor are no longer in charge of its management.

Liquidation proceedings trigger an automatic stay of proceedings against the company. However, secured creditors benefiting from a pledge are, entitled to enforce their security interest through a court-monitored allocation process (*attribution judiciaire*) (i.e., request the court to transfer ownership of the pledged asset(s)). In any case, secured creditors benefiting from a pledge or a mortgage are entitled to enforce their security interest if the liquidator has not commenced selling the asset subject to the pledge or mortgage within three months from the judgment opening the liquidation proceedings.

The commercial court will end the proceedings when either no due liabilities remain, the liquidator having sufficient funds to pay off the creditors (*extinction du passif*), or continuation of the liquidation process becomes impossible due to insufficiency of assets (*insuffisance d'actif*).

Void and Voidable Transactions

The date of insolvency (*cessation des paiements*) is generally deemed to be the date of the court decision commencing the judicial reorganization or judicial liquidation proceedings. However, in the decision commencing judicial reorganization or judicial liquidation proceedings or in a subsequent decision, the court may set the date on which the debtor became insolvent at an earlier date, up to 18 months prior to the court decision commencing the proceedings. This date is important because it marks the beginning of the "hardening period," which lasts until the opening of the insolvency proceedings. Certain transactions entered into by the debtor during the suspect period are, by law, automatically void or voidable by the court.

Automatically void transactions include in particular transactions or payments entered into during the hardening period that may constitute voluntary preferences for the benefit of some creditors to the detriment of other creditors. Such transactions or payments must be set aside by the court if a claimant (the judicial administrator, the liquidator, the creditors' representative or the court-appointed trustee in charge of overseeing the implementation of the restructuring plan, or the State prosecutor) so requests. These include, transfers of assets for no consideration or for nominal consideration, contracts under which the reciprocal obligations of the debtor significantly exceed those of the other party, payments of debts not due at the time of payment, payments of debts that are due made in a manner which is not commonly used in the ordinary course of business, deposit of cash or monetary instruments ordered by a court decision that has not yet become final to serve as bond or as a precautionary measure in accordance with Article 2350 of the French Civil Code, security or contractual rights of retention granted for debts previously incurred (unless they replace a previous security interest of at least an equivalent nature and base with the exception of the assignment of professional receivables (*Dailly assignment*) made in execution of a framework agreement entered into prior to the insolvency date, provisional attachment or seizures measures (unless the right of attachment or seizure predates the date of insolvency), operations relating to share options granted or sold during the hardening period, the transfer of any assets or rights to a trust arrangement (*fiducie*) (unless such transfer is made as a security for debt incurred at the same time), and any amendment to a trust arrangement (*fiducie*) that dedicates assets or rights as a guaranty of pre-existing debts, and notarized declarations of exemption of assets from seizure pursuant to Article L.526-1 of the French Commercial Code.

Voidable transactions include (i) transactions for consideration, (ii) payments of due and payable debts or (iii) administrative seizure (*saisie administrative*), seizures (*saisie attribution*), notices of attachments made to third parties (*avis à tiers détenteur*) and oppositions, in each case, if such actions are taken after the debtor was in *cessation des paiements* and the party dealing with the debtor knew that the debtor was in *cessation des paiements* at that time. In addition, transactions relating to transfers of assets for no consideration, and notarized declarations of exemption of assets from seizure (*déclaration d'insaisissabilité*) pursuant to Article L.526-1 of the French Commercial Code are also voidable when carried out during the six-month period prior to the beginning of the hardening period. Unlike void transactions, which must be set aside by the court if so requested, the court has discretion to decide whether or not it is appropriate to set aside transactions that are only "voidable."

There is no hardening period prior to the opening of safeguard proceedings, since the condition required to commence such proceedings is that the company is not insolvent (*en état de cessation des paiements*) within the meaning of French law.

Creditors' Liability

Article L.650-1 of the French Commercial Code also provides that when safeguard, judicial reorganization (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) proceedings are initiated, creditors cannot be held liable for damages resulting from facilities that they granted, unless they acted fraudulently or deliberately interfered with the management of the debtor or if security interests granted to secure such facilities (which may include bonds) were out of proportion with the latter. Case law has set out that this liability would also require that the granting of the facility be deemed to be wrongful. If the creditors are held liable, the security interests granted to secure the facility may be held void or reduced by a commercial court. The date at which the proportion should be analyzed is the date when the security interests were granted, not the date when they were enforced. With regard to the extent by which the security interests must exceed the amount of the facility to be considered "out of proportion," this is a question which is reviewed by French courts on a case-by-case basis.

If a creditor has repeatedly interfered in the company's management, it can be deemed a de facto manager of such company. In such case, Article L. 651-2 of the French Commercial Code provides that, if liquidation proceedings have been commenced against the debtor, such creditor being deemed *de facto* manager may be liable bearing the excess of liabilities over the company's assets, along with the other managers (whether *de jure* or *de facto*), as the case may be, if it is established that their mismanagement has contributed to the company's shortfall of assets. If such conditions are met, French courts will decide whether the managers should bear all or part of the shortfall amount. However, the liabilities of the company shall not be borne by the managers in case of "simple negligence" (*simple négligence*).

Status of Creditors

As a general rule, creditors domiciled in France whose debts arose prior to the commencement of the proceedings must file a proof of claim with the creditors' representative within two months of the publication of the commercial court commencing the proceedings in the *Bulletin Officiel des Annonces Civiles et Commerciales*; this period is extended to four months for creditors domiciled outside France. Creditors must also file a claim for the post-commencement non-privileged debts, with respect to which the two or four month period referred to above starts to run as from their maturity date. Creditors who have not submitted their claims during the relevant period are, except with respect to very limited exceptions, barred from receiving distributions made in connection with the proceedings and their unasserted claims are unenforceable (*inopposables*) during the safeguard or reorganization plan and even after the plan if the obligations under the plan have been complied with. Employees are not subject to such limitations and are preferential creditors under French law.

Contractual provisions that would accelerate the payment of the company's obligations (or, more generally, that would reduce the company's rights or increase its obligations) upon the opening of insolvency proceedings (or court-assisted proceedings) or the occurrence of a state of *cessation des paiements* are not enforceable under French law. The commencement of liquidation proceedings, however, automatically accelerates the maturity of the company's obligations. If, however, the court authorizes the company to continue its activity because a sale of all of the business is feasible, the company's obligations which have not yet matured shall only mature as of the date of the judgment ordering such total sale of the business. Except in accelerated safeguard and judicial liquidation proceedings where the temporary continuation of the debtor' s operations has not been ordered, the administrator may opt for the continuation (or not) of on-going contracts (*contrats en cours*) (except for employment contracts). The continuation of on-going contracts requires that the company fully performs its contractual obligations arising after the commencement of the insolvency proceedings. Conversely, the administrator can require that other parties to a contract continue to perform their obligations even though the debtor may have been in default.

French insolvency law assigns priority to the payment of certain preferential creditors, including employees, the commercial court, officials appointed by the commercial court as required by the insolvency proceedings, certain post-petition creditors, certain secured creditors and the French tax authorities.

As from the commencement of insolvency proceedings:

- accrual of interest is suspended (except in respect of loans providing for an initial term of at least one year, or contracts providing for a payment which is differed by at least one year; even in such a case, accrued interest cannot bear themselves interest, notwithstanding Article 1343-2 of the French Civil Code (as it currently stands));

- the debtor is prohibited from paying debts incurred prior to the date of the court decision commencing the insolvency proceedings and debts incurred after the commencement of the proceedings if not incurred for the purpose of the proceedings or the observation period or in consideration of services rendered/ goods delivered to the debtor, subject to specified exceptions which essentially cover the set-off of related debts (*compensation pour dettes connexes*), payments authorized by the supervising judge (*juge-commissaire*) to recover assets for which recovery is justified by the continued operation of the business

- debts duly arising after the commencement of the proceedings and which were incurred for the purposes of the proceedings or of the observation period, or in consideration of services rendered/goods provided to the debtor during this period must be paid as and when they fall due and, if not, will be given priority over debts incurred prior to the commencement of the proceedings (with certain limited exceptions); *provided* that they are duly brought to the attention of the court-appointed administrator or, in the absence of one, the

mandataire judiciaire or, should they both have ceased to be in office, the plan commissioner or the judicial liquidator within one year of the end of the observation period;

- in the context of reorganization or judicial liquidation proceedings, absent consent to other terms of payment, immediate cash payment for services rendered to an ongoing contract will be required; and

- creditors may not initiate or pursue any individual legal action against the debtor with respect to any claim arising prior to the court decision commencing the insolvency proceedings if the objective of such legal action is:

    - to obtain an order for payment of a sum of money by the debtor to the creditor (however, the creditor may require that a court determine the amount due);

    - to terminate or cancel a contract for non-payment of pre-opening amounts owed to the creditor; or

    - to enforce the creditor's rights against any assets of the debtor (subject to limited exceptions).

French insolvency law assigns priority to the payment of certain preferential creditors, including in particular employees, the commercial court, officials appointed by the commercial court as required by the insolvency proceedings, certain creditors whose claims arose after the commencement of the insolvency proceedings, secured creditors and the French tax authorities. Some creditors may nevertheless bypass this order of priority, e.g., if they benefit from a retention right over certain assets.

Corporate Benefit Rules—Limitation on Enforcement of the Guarantee

The grant of a guarantee by a French Guarantor for the obligations of the Issuer under the Notes must be in the corporate purposes and in the corporate interests of such French Guarantor. Under Articles L.242-6 and L.244-1 of the French Commercial Code, directors and managers of a company incorporated as a *société par actions simplifiée* such as the French Guarantors may be prosecuted for misuse of corporate assets and/or credit if they are determined to have, in bad faith, used the company's property or credit in a manner which they knew to be contrary to the company's interests for personal ends or for the benefit of another company in which they have a direct or indirect interest.

Furthermore, under French corporate benefit rules, a guarantor must receive an actual and adequate benefit from the transaction involving the granting by it of the guarantee, taken as a whole. A court could declare any guarantee unenforceable and void, and, if payment had already been made under the relevant guarantee, require that the recipient return the payment to the relevant guarantor, if the court found that the French Guarantor did not receive some real and adequate corporate benefit from the transaction involving the grant of the guarantee as a whole.

The existence of a real and adequate benefit to the guarantor and whether the amounts guaranteed are commensurate with the benefit received are matters of fact as to which French case law provides no clear guidance.

However, based on current case law certain intragroup transactions (including up-stream guarantees) can be in the corporate interest of the relevant company, in particular, where the following four criteria are fulfilled:

- existence of a genuine group of companies to which the guarantor and the person whose obligations are being guaranteed belong operating under a common strategy aimed at a common objective and the guarantee, and the transaction to which they relate, must be entered into in furtherance of the common economic interest of the group as a whole and the liability under the guarantee should be commensurate with such group benefit;

- the risk assumed by a French Guarantor must be proportionate to the benefit;

- the French Guarantor must receive an actual and adequate benefit, consideration or advantage from the transaction involving the granting by it of the guarantee which is commensurate with the liability which it takes on under the guarantee; and

- the obligations of the French Guarantor under the guarantee must not exceed its financial capability.

However, such criteria being subject to interpretation and depending on factual matters, the prudent approach prevailing in the French market is to create a strict correlation between the risk assumed and the benefit received by a French Guarantor without relying on the corporate benefit of the group (*intérêt social de groupe*) and applying the conditions listed above and, therefore, limiting the amounts of the guarantee to the amounts on-lent to the French Guarantors as set out below.

Each Guarantee provided by a French Guarantor will apply only insofar as required to:

(i) guarantee the payment obligations under the Indenture and the Notes of its direct or indirect subsidiaries which are or become Issuer or Guarantor from time to time under the Indenture and the Notes and incurred by those subsidiaries as Issuer and Guarantors (without double counting). However, where such subsidiary is itself a Guarantor which guarantees the obligations of a member of the Group which is not a subsidiary of the relevant French Guarantor, the amounts payable by such French Guarantor under this paragraph (i) in respect of the obligations of this subsidiary as Guarantor shall be limited as set out in paragraph (ii) below; and

(ii) guarantee the payment obligations under the Indenture and the Notes of each other Issuer or Guarantor which is not a direct or indirect subsidiary of that French Guarantor; *provided* that in each case such guarantee shall be limited to the payment obligations of such other Issuer or Guarantor under the Indenture and the Notes *provided* that these payments obligations shall not exceed an amount equal to the aggregate of all amounts made available (directly or indirectly) to such other Issuer or Guarantor under the Indenture and the Notes and on-lent (directly or indirectly by way of intercompany loans or similar arrangements) to such French Guarantor or its subsidiaries and outstanding from time to time (such amount being the "French Maximum Guaranteed Amount").

It being specified that any payment made by such French Guarantor under its Guarantee in accordance with paragraph (ii) above in respect of the obligations of any other Issuer or Guarantor shall reduce *pro tanto* the outstanding amount of the intercompany loans (if any) due by such French Guarantor or its subsidiaries to that Issuer or Guarantor under the intercompany loan or similar arrangements referred to above. For the avoidance of doubt, any payment made by a French Guarantor in respect of the payment obligations of an Issuer or a Guarantor referred to in paragraph (ii) above shall reduce the French Maximum Guaranteed Amount.

No French Guarantor will secure liabilities under the Indenture and the Notes which would result in such French Guarantor not complying with French financial assistance rules as set out in Article L.225-216 of the French Commercial Code and/or would constitute a misuse of corporate assets and/or credit within the meaning of Articles L.242-6 or L.244-1 of the French Commercial Code or any other law or regulations having the same effect, as interpreted by French courts.

No French Guarantor will be acting jointly and severally with the Issuer and/or the other Guarantors and no French Guarantor shall be deemed to be a "*co-débiteur solidaire*" as to its obligations arising under or in connection with any such guarantee given in accordance with the Indenture and the Notes.

By virtue of this limitation, each French Guarantor's obligations under the Guarantees could be significantly less than amounts payable with respect to the Notes or a French Guarantor may have effectively no obligation under the Guarantee should the balance of the portion of the proceeds of the Notes made available directly or indirectly to such French Guarantor be equal to or reduced to zero.

In addition, if a French Guarantor receives, in return for issuing the guarantee, an economic return that is less than the economic benefit such French Guarantor would obtain in a transaction entered into on an arm's-length basis, the difference between the actual economic benefit and that in a comparable arm's-length transaction could be taxable under certain circumstances.

The Guarantee is subordinated to the guarantee granted by the French Guarantors under the Super Senior Credit Facilities. The rights of the holders of the Notes under the Guarantee are therefore subject to the Intercreditor Agreement (see "Description of Other Indebtedness—Intercreditor Agreement").

The Guarantee is also contractually adjusted so that such guarantee (together with the guarantee granted under the Super Senior Credit Facilities) does not result in interest payments not being deductible for corporate income tax purposes when compared to the position that would have been applicable in the absence of such guarantee and indemnity obligations. By virtue of this limitation, a French Guarantor's obligations under the Guarantee may be less than the amount that a noteholder could have claimed in the absence of such limitation.

Recognition of Intercreditor Arrangements by French Courts

Article L.626-30 of the French Commercial Code recognizes the validity and the enforceability of the obligations of subordination agreements (*accords de subordination)* concluded before the commencement of the proceedings. Once an affected party has been informed of the class to which it belongs, it must inform the judicial administrator of any subordination agreement concluded before the commencement of the proceedings within 10 days after this date, failing which this subordination agreement will not be enforceable. When dividing the affected parts into different classes, the court-appointed administrator must abide by the subordination agreements concluded before the commencement of the proceedings. Assuming the Intercreditor Agreement is qualified as a subordination agreement, the provision mentioned above would apply to it.

Fraudulent Conveyance

French law contains specific provisions dealing with fraudulent conveyance both in and outside of insolvency proceedings, called *action paulienne* provisions. The *action paulienne* offers creditors protection against a decrease in their means of recovery. A legal act performed by a debtor (including, without limitation, an agreement pursuant to which such person guarantees the performance of the obligations of a third party or agrees to provide or provides security for any of such person's or a third party's obligations, enters into additional agreements benefiting from existing security and any other legal act having similar effect) can be challenged in or outside insolvency proceedings of the relevant person by, as the case may be, the creditors' representative or the court-appointed commissioner in charge of overseeing the implementation of the restructuring plan (*commissaire à l'exécution du plan*) of the relevant debtor, or any creditor who was prejudiced in its means of recovery as a consequence of the act in or outside insolvency proceedings, and may be declared unenforceable against third parties if: (i) the person performed such acts without an obligation to do so; (ii) the creditor concerned or, in the case of the debtor's insolvency proceedings, any creditor, was prejudiced in its means of recovery as a consequence of the act; and (iii) at the time the act was performed both the person and the counterparty to the transaction knew or should have known that one or more of such person's creditors (existing or future) would be prejudiced in their means of recovery, unless the act was entered into for no consideration (*à titre gratuit*), in which case such knowledge of the counterparty is not necessary for a successful challenge on grounds of fraudulent conveyance. If a court found that the issuance of the Notes or the granting of a guarantee involved a fraudulent conveyance that did not qualify for any defense under applicable law, then the issuance of the Notes or the granting of such guarantee could be declared unenforceable against third parties or declared unenforceable against the creditor that lodged the claim in relation to the relevant act. As a result of such successful challenges, the noteholders may not enjoy the benefit of the Notes, the guarantees and the value of any consideration that the noteholders received with respect to the Notes and the guarantees could also be subject to recovery from the noteholders and, possibly, from subsequent transferees. In addition, under such circumstances, the noteholders might be held liable for any damages incurred by our or the Guarantors' prejudiced creditors as a result of the fraudulent conveyance.

Gibraltar

One of the Guarantors is a company incorporated under the laws of Gibraltar (the "Gibraltar Obligor"). Therefore, any main insolvency proceedings in respect of the Gibraltar Obligor would likely be commenced in Gibraltar. However, pursuant to the Recast Insolvency Regulation, where a Gibraltar company conducts business in another member state of the European Union, the jurisdiction of the Gibraltar courts may be limited if the company's COMI is found to be in another Member State. See "—European Union." There are a number of factors that are taken into account to ascertain the COMI. The COMI should correspond to the place where the company conducts the administration of its interests on a regular basis and is therefore ascertainable by third parties. The place of the registered office of the company is presumed to be the COMI in the absence of proof to the contrary. The point at which this issue falls to be determined is at the time that the relevant insolvency proceedings are opened.

In respect of the references to European Union Law mentioned in the above paragraph, Gibraltar formed part of the United Kingdom for European Union purposes and by virtue of the EUWA and the European Union (Withdrawal Agreement) Act 2020 in the United Kingdom and the parallel European Union (Withdrawal Agreement) Act 2019 (the "Gibraltar 2019 Withdrawal Act") and the European Union (Withdrawal Agreement) Act 2020 in Gibraltar, the United Kingdom and Gibraltar both exited the European Union on January 31, 2020. The implementation period under which EU law continued to apply expired in Gibraltar on December 31, 2020. However, pursuant to section 5 of the Gibraltar 2019 Withdrawal Act, any domestic legislation which implemented European Union Law which was in force immediately beyond the end of the implementation period will continue to apply in Gibraltar (to the extent not subsequently amended or repealed) and pursuant to section 6 of the Gibraltar 2019 Withdrawal Act any direct European Union Legislation which applied to Gibraltar prior to the end of the implementation period continues to apply in Gibraltar to the extent not subsequently amended or repealed. The aforementioned EU provisions and domestic implementing provisions, therefore, continue to apply unless and until they are amended or repealed.

Fixed and Floating Charges

There are a number of ways in which fixed charge security has an advantage over floating charge security, including: (a) an administrator appointed to a charging company can convert floating charge assets to cash and use such cash, or use cash subject to a floating charge, to meet administration expenses (which can include the costs of continuing to operate the charging company's business) while in administration in priority to the claims of the floating charge holder; (b) a fixed charge, even if created after the date of a floating charge, may have priority as against the floating charge over the charged assets; (c) general costs and expenses (including the liquidator's remuneration) properly incurred in a winding-up are payable out of the company's assets (including the assets that are the subject of the floating charge) in priority to floating charge claims; (d) until the floating charge security crystallizes, a company is entitled to deal with assets that are subject to floating charge security in the ordinary course of business, meaning that such assets can be effectively disposed of by the charging company so as to give a third party good title to the assets free of the floating charge and meaning that there is a risk of security being granted over such assets in priority to the floating charge security; (e) floating charge security is subject to certain challenges under Gibraltar law, please see "—Challenges to guarantees and security—Grant of floating charge"; and (f) floating charge security is subject to the claims of preferential creditors (such as occupational pension scheme contributions and salaries owed to employees) and to ring-fencing, please see "—Administration."

There is a possibility that a Gibraltar court could recharacterize fixed security interests purported to be created by a security document as floating charges, and the description given to security interests by the parties is not determinative. Whether security interests labeled as fixed will be upheld as fixed security interests rather than floating security interests will depend, among other things, on whether the chargee has the requisite degree of control over the relevant chargor's ability to deal in the relevant assets and the proceeds thereof and, if so, whether such control is exercised by the chargee in practice. Where the chargor is free to deal with the secured assets without the consent of the chargee prior to crystallization, the court is likely to hold that the security interest in question constitutes a floating charge, notwithstanding that it may be described as a fixed charge in the security documents.

Administration

The Insolvency Act 2011 of Gibraltar (the "IA11") enables the Supreme Court of Gibraltar to make an administration order in respect of a Gibraltar company in certain circumstances. An administration order can be made if the court is satisfied that the relevant company is or is likely to become insolvent as defined in section 10 of the IA11 and that the administration order is reasonably likely to achieve one or more of the objectives specified in 45(1) of the IA11. An administrator can also be appointed out of court by the company, its directors or the holder of a qualifying floating charge, and different procedures apply according to the identity of the appointor. In general, during the administration, no proceedings or other legal process may be commenced or continued against the debtor or security enforced over the company's property, except with leave of the court or the consent of the administrator. Certain creditors of a company in administration may be able to realize their security over that company's property notwithstanding the statutory moratorium. This is by virtue of the disapplication of the moratorium in relation to a "security financial collateral agreement" under the Financial Collateral Arrangements Act 2004 of Gibraltar. If the Gibraltar Obligor were to enter administration, it is possible that the guarantee granted by it may not be enforced while it is in administration, without the leave of the court or consent of the administrator. In addition, other than in limited circumstances, no administrative receiver can be appointed by a secured creditor in preference to an administrator,

and any already appointed receiver must resign if requested to do so by the administrator. Where the company is already in administration no receiver may be appointed.

In addition, under the IA11 any debt payable in a currency other than pounds sterling (such as Euro, in the case of the Notes) must be converted into pounds sterling at the "official exchange rate" prevailing at the date when the debtor went into liquidation or administration. This provision overrides any agreement between the parties. The "official exchange rate" for these purposes is the closing mid-point rate published in the European edition of the Financial Times for the relevant date. In the absence of a published rate, the rate used shall be determined by the Supreme Court. Accordingly, in the event that a Gibraltar Obligor goes into liquidation or administration, holders of the Notes may be subject to exchange rate risk between the date that such Gibraltar Obligor went into liquidation or administration and the date of receipt of any amounts to which such holders of the Notes may become entitled.

Liquidation

Liquidation is a winding-up procedure applicable to companies incorporated under the laws of Gibraltar. There are three ways the Gibraltar Obligor may be placed into liquidation or "wound up": (1) Members' voluntary liquidation under the Companies Act 2014 of Gibraltar ("CA14") (which is a procedure available to solvent companies only); (2) creditors' voluntary liquidation; and (3) compulsory liquidation.

On the liquidation of a Gibraltar company, there is no automatic statutory moratorium in place preventing the holders of security interests Gibraltar taking steps to enforce those security interests.

Challenges to Guarantees and Security

There are circumstances under Gibraltar insolvency law in which the granting by a Gibraltar company of security and guarantees can be challenged. In most cases this will only arise if the company is placed into administration or liquidation within a specified period (as set out in more detail below) of the granting of the guarantee or security. Therefore, if during the specified period an administrator or liquidator is appointed to a Gibraltar company, he may challenge the validity of the guarantee or security given by such company.

The following potential grounds for challenge may apply to guarantees and charges.

Perfection of security

Where a Gibraltar company grants a security falling within the scope of section 168 of CA14 at a time when the company is registered in Gibraltar it shall, so far as any security on the company's property or undertaking is concerned, be void against the liquidator and any creditor of the company, unless the prescribed particulars of that security and the instrument (if any) by which the relevant charge is created are delivered to or received by the Registrar of Companies of Gibraltar for registration in the manner required by the CA14 within the period of 30 days beginning with the date of creation of the charge.

Transaction at an Undervalue

Under Gibraltar law, a liquidator or administrator of a Gibraltar company can apply to the Supreme Court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or guarantee constituted a transaction at an undervalue. There will only be a transaction at an undervalue if, at the time of the transaction or as a result of the transaction, the Gibraltar company was or becomes insolvent (as defined in IA11). The transaction can be challenged if the Gibraltar company enters into liquidation or administration proceedings within a period of six months (if the beneficiary of the security or the guarantee is not a connected person (as defined in the Rules)) or two years (if the beneficiary is a connected person (as defined in the Rules)) from the date the Gibraltar company grants the security interest or the guarantee. A transaction might be subject to being set aside as a transaction at an undervalue if the company makes a gift to a person, if the company receives no consideration or if the company receives consideration of significantly less value, in money or money's worth, than the consideration given by such company. However, a court generally will not intervene if it is satisfied that the company entered into the transaction in good faith and for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing the transaction would benefit it. If the court determines that the transaction was a transaction at an undervalue the court can make such order as it

thinks fit to restore the position to what it would have been in if the transaction had not been entered into. It is for the administrator or liquidator to demonstrate that the Gibraltar company was insolvent unless a beneficiary of the transaction was a connected person (as defined in the Insolvency Rules 2014 of Gibraltar (the "Rules")), in which case there is a presumption of insolvency and the connected person must demonstrate the solvency of the Gibraltar company in such proceedings.

Unfair Preference

Under Gibraltar law, a liquidator or administrator of a Gibraltar company could apply to the court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or such guarantee constituted an unfair preference. There will only be a preference if, at the time of the transaction or as a result of the transaction, the Gibraltar company was or becomes Insolvent (as defined in the IA11). The transaction can be challenged if the Gibraltar company enters into liquidation or administration proceedings within a period of six months (if the beneficiary of the security or the guarantee is not a connected person (as defined in the Rules)) or two years (if the beneficiary is a connected person (as defined in the Rules)) from the date the Gibraltar company grants the security interest or the guarantee. A transaction will constitute a factual preference if it has the effect of putting a creditor of the Gibraltar company (or a surety or guarantor for any of the company's debts or liabilities) in a better position (in the event of the company going into insolvent liquidation) than such creditor, guarantor or surety would otherwise have been in had that transaction not been entered into. If the court determines that the transaction constituted such a preference, the court has very wide powers for restoring the position to what it would have been if that preference had not been given, which could include reducing payments in respect of the Guarantee of the Gibraltar Obligor (although there is protection for a third party who enters into one of the transactions in good faith and without notice). However, for the court to do so, it must be shown that in deciding to give the factual preference the Gibraltar company was influenced by a desire to produce the preferential effect. It is for the administrator or liquidator to demonstrate that the Gibraltar company was insolvent at the relevant time and that the company was influenced by a desire to produce the preferential effect, unless the beneficiary of the transaction was a connected person (as defined in Rules) (other than an employee), in which case there is a presumption that the company was influenced by a desire to produce the preferential effect and the connected person (as defined in the Rules) must demonstrate in such proceedings that there was no such influence.

We cannot assure holders of the Notes that, in the event of insolvency, the giving of the Guarantee by the Gibraltar Obligor would not be challenged by a liquidator or administrator or that a court would support the Group's analysis that (in any event) the Guarantee was entered into in good faith for the purposes described above. If a court were to avoid any giving of any Guarantee as a result of a transaction at an undervalue or preference, or held it unenforceable for any other reason, you would cease to have any claim against the Guarantor giving such Guarantee.

Transaction Defrauding Creditors

Under Gibraltar law, where it can be shown that a transaction was of an undervalue and was made for the purposes of putting assets beyond the reach of a person who is making, or may make, a claim against a Gibraltar company, or of otherwise prejudicing the interests of a person in relation to the claim, which that person is making or may make, the transaction may be set aside by the court as a transaction defrauding creditors. This provision may be used by any person who is a "victim" of the transaction and is not therefore limited to liquidators or administrators. There is no time limit within which the challenge must be made, and the relevant company does not need to be insolvent at the time of the transaction. If the court determines that the transaction was a transaction defrauding creditors, the court can make such orders as it thinks fit to restore the position to what it would have been if the transaction had not been entered into and to protect the interests of the victims of the transaction.

Extortionate Credit Transaction

An administrator or a liquidator can apply for a court to set aside an extortionate credit transaction. The court can review extortionate credit transactions entered into by the Gibraltar Obligor up to three years before the day on which the Gibraltar Obligor entered into administration or went into liquidation. A transaction is "extortionate" if, having regard to the risk accepted by the person providing the credit, the terms of it are (or were) such as to require grossly exorbitant payments to be made (whether unconditionally or in certain contingencies) in respect of the provision of the credit or it otherwise grossly contravened ordinary principles of fair dealing.

Grant of Floating Charge

Under Gibraltar law, if the Gibraltar Obligor is unable to pay its debts at the time of (or as a result of) granting a floating charge, and the floating charge was granted within the specified period referred to below, then such floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the Gibraltar Obligor at the same time as or after the creation of the floating charge. The requirement for the Gibraltar Obligor to be insolvent at the time of (or as a result of) granting the floating charge does not apply where the floating charge was granted within the specified period referred to below and is granted to a connected person (as defined in the Rules). If the floating charge is granted to a connected person (as defined in the Rules), and the floating charge was granted within the specified period referred to below, then the floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the Gibraltar Obligor at the same time as or after the creation of the floating charge, whether the Gibraltar Obligor is solvent or insolvent. The granting of the charge can be challenged only if the Gibraltar Obligor enters into liquidation or administration proceedings within a period of six months (if the beneficiary is not a connected person (as defined in the Rules)) or two years (if the beneficiary is a connected person (as defined in the Rules)) from the date the Gibraltar Obligor grants the floating charge. However, if a floating charge qualifies as a "security financial collateral agreement" under the Financial Collateral Arrangements Act 2004 of Gibraltar, the floating charge will not be subject to challenge as described in this paragraph. An administrator or a liquidator, as applicable, does not need to apply to court for an order declaring that a floating charge is invalid. Any floating charge created during the relevant time period is automatically invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the Gibraltar company at the same time as or after the creation of the floating charge (plus certain interest), whether the relevant Gibraltar company is solvent or insolvent at the time of grant.

Italy

Insolvency

Certain Italian Insolvency Laws Considerations

On September 4, 2024, the Italian Council of Ministers (*Consiglio dei Ministri*) definitively approved the legislative decree No. 136 of the September 13, 2024 providing for certain amendments (as well as supplementary provisions) to the Insolvency Code (the "*Correttivo-ter*"). The *Correttivo-ter* was published in the Italian Official Gazette on September 27, 2024 and, as provided thereunder, entered into force on September 28, 2024. Starting from September 28, 2024, the provisions of the *Correttivo-ter* (which supplements and amends the Insolvency Code) shall generally apply (unless otherwise provided) to all insolvency/restructuring proceedings (including negotiated crisis composition procedures) pending as of September 28 as well as to those which will be started or opened after September 28, 2024. As an exception to such general rule, the *Correttivo-ter* provides, inter alia, that: (i) the provisions under Article 5, para. 9, lett. b), no. 3 of the *Correttivo-ter* shall apply only to negotiated crisis composition procedure for which filing is made after September 28, 2024; and (ii) the provisions under Article 16, para. 6, Article 17 para. 1 lett. a) and Article 21, para. 4 of the *Correttivo-ter* shall apply only to tax-arrangement proposals (*proposte di transazione*) filed after September 28, 2024.

Insolvency Laws

The insolvency laws of Italy may not be as favorable to investors' interests as those of other jurisdictions with which investors may be familiar. In Italy, courts play a central role in the insolvency process. Moreover, in court procedures may be materially more complex and the enforcement of security interests by creditors in Italy can be more time-consuming than in equivalent situations in jurisdictions with which holders of the Notes may be familiar.

The following is a brief description of certain aspects of insolvency law in Italy, which does not include special provisions applying to banks, insurance and other companies authorized to carry out certain reserved activities nor does it provide a comprehensive description of insolvency laws application when public companies are involved.

Insolvency laws and regulations have recently undergone a major reform with the Legislative Decree No. 14 of January 12, 2019 (the "Code of Business Crisis and Insolvency," hereinafter the "Insolvency Code"), implementing the guidelines contained in Law No. 155 dated October 19, 2017 contending the scheme of a comprehensive legal

framework in order to regulate, among others, insolvency matters, which was published in the Gazzetta Ufficiale on February 14, 2019 no. 38— Suppl. Ordinario no. 6 and came into force on July 15, 2022.

The main innovations introduced by the Insolvency Code include, *inter alia*: (i) the elimination of the term "bankrupt" (*fallito*) due to its negative connotation and the replacement of bankruptcy proceedings (*fallimento*) with a judicial liquidation (*liquidazione giudiziale*); (ii) a new definition of "state of crisis;" (iii) the adoption of the same procedural framework in order to ascertain such state of crisis and to access the different pre-judicial liquidation restructuring tools and frameworks (*strumenti di regolazione della crisi e dell'insolvenza*) provided for by the same Insolvency Code; (iv) the adoption of definition of debtor's "center of main interest" as provided in the new set of rules concerning group restructurings; (v) restrictions to the use of the composition with creditors (*concordato preventivo*) in order to favor going concern proceedings; (vi) the introduction of provisions dedicated to the group of companies; (vii) jurisdiction of specialized courts over proceedings involving large debtors; (viii) the introductions of specific provisions in relation to the adoption of the measures and arrangements aimed at the early detection of business crisis; (ix) amendments to certain provisions of the Italian Civil Code aimed at ensuring the general effectiveness of the reform; (x) the introduction of the new restructuring plan subject to homologation (*piano di ristrutturazione soggetto ad omologazione*) among the pre-judicial liquidation restructuring tools and frameworks (*strumenti di regolazione dell crisi e dell'insolvenza*); and (xi) the regulation of adequate measures and plans to early detect a crisis with specific criteria to be adopted by companies.

The Insolvency Code as originally provided under the Italian Legislative Decree no. 14 of January 12, 2019 has been amended and supplemented, inter alia, by Legislative Decree No. 147 of October 26, 2020, providing the first corrective intervention to the Insolvency Code, the Legislative Decree No. 83 dated June 17, 2022 and the Italian Legislative Decree no. 136 of September 13, 2024.

Except for minor changes in some provisions of the Italian Civil Code, which entered into force on March 16, 2019, in response to the COVID-19 pandemic, the main provisions set out in the Insolvency Code were expected to come into force 18 months after its publication in the *Gazzetta Ufficiale* (on August 15, 2020); the entry into force of Insolvency Code has been originally postponed to September 1, 2021, according to Article 5 of the Law Decree No. 23 of April 8, 2020 as converted by Law No. 40 of June 5, 2020 (the "Liquidity Decree"), then, pursuant to the Law Decree No. 118 dated August 24, 2021, published in the *Gazzetta Ufficiale* No. 2021 of August 24, 2021, as converted into law pursuant to Law no. 147 of October 21, 2021, published in the *Gazzetta Ufficiale* N. 253 of October 23, 2021 (the "Law Decree 118/2021") to May 16, 2022, and now is effective from July 15, 2022.

Furthermore, please note that the Law Decree 118/2021, inter alia, introduced: (a) a new negotiated crisis composition procedure (*composizione negoziata per la crisi di impresa*); and (b) the simplified composition with creditors proceeding (*concordato semplificato per la liquidazione del patrimonio*) for the liquidation of the assets, subsequently incorporated into – and currently regulated under – the Insolvency Code.

On July 15, 2022, the Insolvency Code, as amended and supplemented from time to time, came – entirely – into force, without prejudice to the transitory rules provided under Article 390 for the applications and insolvency proceedings already pending/opened pursuant to the Royal Decree no. 267 of March 16, 1942, as amended from time to time (the "Bankruptcy Law") as of that date.

In this respect, it shall be noted that, all the insolvency proceedings started before / pending as of July 15, 2022 (the date of the entry into force of Insolvency Code) will continue to be governed by the provisions of the Bankruptcy Law.

In light of the above, the following analysis will cover the Italian insolvency laws (including the Insolvency Code) applicable and into force as of the date hereof (and, thus, taking into account also the amendments introduced by the *Correttivo-ter*).

Italian Laws (including Insolvency Code) applicable after July 15, 2022 (i.e., the date of the entry into force of Insolvency Code)

Below is a brief description of the main provisions of the following type of proceedings provided under Insolvency Code which, after the entry into force of the latter (on July 15, 2022), has superseded the Bankruptcy Law:

(a) judicial liquidation (*liquidazione giudiziale*) under the Insolvency Code;

(b) composition with creditors (*concordato preventivo*) under the Insolvency Code;

(c) negotiated crisis composition procedure (*composizione negoziata per la crisi di impresa*) under the Insolvency Code;

(d) simplified composition with creditors proceeding (*concordato semplificato per la liquidazione del patrimonio*) under the Insolvency Code;

(e) certified restructuring plans (*piani attestati di risanamento*) under the Insolvency Code;

(f) debt-restructuring agreements (*accordi di ristrutturazione dei debiti*) under the Insolvency Code; and

(g) restructuring plans subject to homologation *(piani di ristrutturazione soggetti a omologazione*) under the Insolvency Code.

The abovementioned restructuring/insolvency tools are available under Insolvency Code for insolvent companies or a debtor in a state of crisis, as the case may be, and, in certain cases, also to debtors experiencing an economic or financial imbalance such as to make it likely that a state of crisis and/or distress or their insolvency will occur.

For the sake of completeness, please note that the Insolvency Code also provides for a simplified court-supervised composition with creditors (*concordato minore*) in case the debtor does not meet the dimensional requirements to access other restructuring tools, which follows the main procedural steps and effects provided for the composition with creditors proceeding (*concordato preventivo*), but entails the involvement and the assistance to the debtor of the board for crisis settlement (*organismo di composizione della crisi da sovraindebitamento* or "OCC").

Furthermore, please find below a brief summary of the following proceedings, which remain available to large companies also in the context of the new rules provided under the reform process:

(a) extraordinary administration for large insolvent companies (*amministrazione straordinaria delle grandi imprese insolventi*), under the Italian Legislative Decree No. 270 of July 8, 1999, as amended (the "Decree 270"); and

(b) extraordinary administration for the industrial restructuring of large insolvent companies (*amministrazione straordinaria per la ristrutturazione industriale delle grandi imprese insolventi*), under the Law Decree no. 347 of December 23, 2003, converted into law, with amendments, by Law no. 39 of February 18, 2004, as amended ("Decree 347").

Please also find below a brief description of the compulsory administrative winding-up (*procedura di liquidazione coatta amministrativa*) to which certain public interest entities (including, *inter alia*, insurance companies, credit institutions or other financial institutions) may be subject.

Definition of "insolvency" and "crisis" under the Insolvency Code

The Insolvency Code introduced a specific concept of crisis, which is defined under Article 2, letter (a) of the Insolvency Code as the state of the debtor such that it is likely that insolvency will follow, which is manifested by the inadequacy of prospective cash flows to meet obligations in the following 12 months.

Insolvency is defined under Article 2, letter (b) of the Insolvency Code as the inability of the debtor to regularly meet its obligations as they become due, evidenced by defaults and/or other external elements.

Both insolvency and crisis are factual situations upon the occurrence of which different instruments provided for by the Insolvency Code may be activated.

Judicial Liquidation (liquidazione giudiziale) under the Insolvency Code

As mentioned, by virtue of the Insolvency Code, the term "bankruptcy" has been replaced with the term "judicial liquidation;" however, its scope and objectives have not changed. A request to commence this proceeding to liquidate the debtor's assets may be filed, in accordance with Article 37 of the Insolvency Code, by (i) the debtor itself, any of its creditors, (ii) the public prosecutor (in accordance with Article 38 of the Insolvency Code), or (iii) by the administrative bodies and authorities responsible for the control and supervision of the debtor.

The judicial liquidation (*liquidazione giudiziale*) pursuant to the Insolvency Code is a court-supervised procedure aimed at the liquidation of the insolvent company's assets and for the distribution of the related proceeds.

Pursuant to the Insolvency Code, the judicial liquidation is declared by the competent court and is applicable recurring two requirements:

(i) an objective requirement, which is met if any of the following thresholds are met: (a) annual balance sheet assets (*attivo patrimoniale*) greater than €300,000 in the last three financial years (from the date on which the petition for judicial liquidation was filed) or from the establishment of the company if it has been incorporated less than three years before the petition for judicial liquidation; (b) annual gross proceeds (*ricavi lordi*) greater than €200,000 over the last three financial years (from the date on which the petition for judicial liquidation was filed) or from the establishment of the company if it has been incorporated less than three years before the petition for judicial liquidation; or (c) indebtedness (including debt that is not overdue and payable) greater than €500,000; and

(ii) a subjective requirement, which is met when the debtor is a commercial enterprise (*imprenditore commerciale*) carrying out commercial activity.

The judicial liquidation is opened and declared by the competent Courts upon a specific petition that can be filed by (i) the debtor itself; (ii) the administrative bodies and authorities that have control and supervisory functions over the company; (iii) one or more creditor; and (iv) in accordance with Article 38 of the Insolvency Code, the public prosecutor.

Upon opening the judicial liquidation proceeding, the Courts (*inter alia*) appoint a receiver and the debtor loses control over all its assets and over the management of its business which is taken over by the court-appointed receiver.

As a general rule, starting from the opening date of the judicial liquidation, stay of action applies and no enforcement and interim proceedings can be brought or continued against the debtor over the assets included in the estate. Specific exceptions by operation of law apply for certain claims secured by mortgages, pledges or guarantees among which, inter alia:

(i) mortgages securing loans pursuant to Articles 38 and ff. of Italian Consolidated Banking Law (so-called "*mutuo fondiario*"): such mortgages may be enforced by the lender also after the opening of judicial liquidation *vis-à-vis* the debtor;

(ii) pledge pursuant to Italian Decree No. 170 of May 21, 2004 (the "financial pledge" (*pegno finanziario*)): upon occurrence of an enforcement event, the relevant secured creditor may immediately sell the pledged financial assets and retain an amount equal to the secured obligation, even if an insolvency proceeding has been opened;

(iii) non-possessory pledge pursuant to Italian Law Decree No. 59 of May 3, 2016 (*pegno non possessorio*): upon occurrence of an enforcement event, the relevant secured creditor may enforce the non-possessory pledge even if judicial liquidation has been opened, after admission to the statement of liabilities (*ammissione al passivo*) with secured ranking;

(iv) pledges over movable assets: creditors secured by pledges over movable assets of the debtor may be authorized to sell the pledged assets during the procedure, after admission to the statement of liabilities (*ammissione allo stato passivo*) with secured ranking;

(v) third-parties guarantees: even after the opening of judicial liquidation, creditors may decide to enforce any guarantees (and/or security-interests) granted by third-parties in the interest of the debtor.

Upon the opening of the judicial liquidation, inter alia:

(i) subject to certain exceptions, all actions of creditors are stayed and creditors must file claims within a defined period. In particular, under certain circumstances, secured creditors may enforce against the secured property as soon as their claims are admitted as secured claims. Secured claims are paid out of the proceeds of liquidation of the secured assets, together with the applicable interest and subject to any relevant expenses. In case the sale price is not high enough to determine a full satisfaction of their credits, any outstanding balance will be considered unsecured and rank pari passu with all of the debtor's other unsecured debt. The secured creditor may sell the secured asset only after it has obtained authorization from the deputy judge (*giudice delegato*). After hearing the judicial receiver and the creditors' committee, the deputy judge decides whether to authorize the sale, and sets forth the timing in its decision;

(ii) under certain circumstances secured creditors may execute against the secured property as soon as their claims are admitted as preferred claims. Secured claims are paid out of the proceeds of liquidation of the secured assets, together with the applicable interest and subject to any relevant expenses. In case the sale price is not high enough to determine a full satisfaction of their credits, any outstanding balance will be considered unsecured and rank *pari passu* with all of the debtor's other unsecured debt. Secured creditors may sell the secured asset only with the court authorization. After hearing the judicial receiver (*curatore*) and the creditors' committee, the court decides whether to authorize the sale, and sets forth the relevant timing in their decision;

(iii) the payments of all debts and liabilities of the debtor and all the acts, transactions, payments made or received by the insolvent debtor are immediately suspended and formalities with third parties that have been carried out after the declaration of insolvency are not effective as regards the creditors of the debtor;

(iv) the debtor is dispossessed, and the administration of the debtor and the management of its assets are transferred to the judicial receiver (*curatore*). The debtor may no longer validly act in court as claimant or defendant in relation to the assets (Article 143 of the Insolvency Code). The judicial receiver is vested with such powers upon the authorization of the deputy judge. However, all pending proceedings in which the debtor is involved are automatically stayed from the date the judicial liquidation is opened and need to be re-initiated by or against the judicial receiver;

(v) the beginning of the judicial liquidation involves the cessation of all the activities of the company with a view to a sale of all assets. However, the continuation of business may be authorized by the court, but only if the continuation of the company's business does not cause damage to creditors. If the competent court authorizes the continuation of the business (*esercizio provvisorio dell'impresa*), the management of the business is entrusted to the judicial receiver (who may in turn avail himself of qualified third parties for this purpose);

(vi) certain payments made, security interests given or transactions entered into by the debtor in a certain period before the debtor's submission to a judicial liquidation procedure (varying from six months to two years) can be set aside and clawed back if certain conditions are met (provided for pursuant to Articles 163, 164, 165 and 166 of the Insolvency Code);

(vii) any act (including payments, pledges, and issuance of guarantees) made by the debtor after (and in certain cases even before for a limited period of time) the debtor's submission to a judicial liquidation procedure, other than those made through the receiver, become ineffective against creditors; and

(viii) the execution of certain contracts and/or transactions pending as of the date of the opening of the judicial liquidation is suspended until the receiver decides whether to take them over. Although the general rule is that the judicial receiver is allowed to either continue or terminate contracts where some or all of the obligations have not been performed by both parties, certain contracts are subject to specific rules expressly provided for the Insolvency Code. In order to overcome the uncertainty that may predictably arise, the

contractual counterparty may file a written petition requiring the court to give the judicial receiver (*curatore*) a deadline of no more than 60 days; within such deadline, the receiver must decide to enter into the agreement or withdraw from it. Upon expiration of the deadline without the judicial receiver having replied to the counterparty's request, the pending agreement is deemed terminated.

As far as receivables vis-à-vis the judicial liquidation proceedings are concerned, each creditor must lodge his claims with the competent court. The filing of the proof of claim by the creditor is necessary to demonstrate the creditor's right to participate in the liquidation, the amount of its claim and its ranking. The judge delegated by the court (*giudice delegato*), upon proposal of the receiver, will decide which claims are admitted to the statement of liabilities (*stato passivo*), for which amount they are admitted and whether the claims are to be qualified as secured of not. Each creditor may challenge (*opposizione*) the decision of the judge in front of the court. The same procedure applies also to individuals and entities claiming the right to obtain the restitution of assets. The sale of the debtor's assets is carried out by the receiver—or the delegated—through public auctions in compliance with a liquidation program proposed by the receiver and approved by the creditors' committee (which can also propose amendments to the liquidation program proposed by the receiver). Creditors are then repaid out of the proceeds of the liquidation, which is managed by the receiver, according to the principle of equal treatment of creditors (so-called *par condicio creditorum*) and in line with the statutory order of priority among creditors.

In addition to the above, please note that upon opening of the judicial liquidation, certain acts, payments, guarantees or security interests can be declared ineffective and/or clawed-back under the Insolvency Code.

Transactions which may be set aside through a claw-back action under Article 166 of the Insolvency Code can be divided into two categories:

(i) transactions which may be set aside by the receiver, unless the other party proves that it was not aware of the insolvency of the debtor (Article 166, para. 1 of the Insolvency Code) and, in particular:

  (a) transactions at an undervalue, carried out after the filing followed by the opening of the judicial liquidation proceeding or in the previous year (such term is extended to two years for intercompany transactions);

  (b) repayment of a debt by means other than money or other common methods of payment after the filing followed by the opening of the judicial liquidation proceeding or in the previous year (such term is extended to two years for intercompany transactions);

  (c) pledges and voluntary mortgages created in the year preceding the filing of judicial liquidation petition to secure pre-existing debts not yet overdue at the time the new security was granted;

  (d) pledges and judicial or voluntary mortgages created after the filing followed by the opening of the judicial liquidation proceeding or in the prior six months to secure pre-existing debts overdue at the time the new security was granted (such term is extended to one year for intercompany transactions).

(ii) certain transactions carried out after the filing followed by the opening of the judicial liquidation proceeding or in the prior six months, which may be set aside if the receiver proves that the other party was aware of the insolvency of the debtor (Article 166, para. 2 of the Insolvency Code) and, in particular:

  (a) payments of debts due and payable;

  (b) onerous transactions;

  (c) transactions creating priority rights/security interests relating to debts simultaneously incurred.

In addition to the above, under Article 166 of the Insolvency Code, the following transactions are exempted from claw-back actions:

(i) payments for goods or services made in the ordinary course of business according to market practice;

(ii) a remittance on a bank account (*rimesse effettuate su un conto corrente bancario*); provided that it does not permanently reduce the entity's debt towards the bank;

(iii) the sale and preliminary agreements for sale registered pursuant to Article 2645-bis of the Italian Civil Code, made for a fair value and concerning a residential property that is intended as the main residence of the purchaser or the purchaser's family (within three degrees of kinship) or a non-residential property that is intended as the main seat of the enterprise of the purchaser; provided that, as at the date of the opening of the judicial liquidation, the activity is actually exercised therein or the investments for the commencement of such activity have been carried out therein;

(iv) transactions entered into, payments made or guarantees granted with respect to the debtor's goods, *provided* that they concern the implementation of a certified restructuring plan (*piano attestato di risanamento*) pursuant to Articles 56 or 284 of the Insolvency Code. The exemption – which also operates for ordinary claw-back – does not apply in case of willful misconduct (*dolo*) or gross negligence (colpa grave) by third party expert (*attestatore*) or by the debtor, provided that the creditor was aware of it at the moment when the relevant transaction, payment or guarantee was implemented;

(v) a transaction entered into, payment made or guarantee or security interests granted in execution of a composition with creditors proceeding (*concordato preventivo*), of a restructuring plan subject to homologation (piano di ristrutturazione soggetto ad omologazione) provided under Article 64-bis of the Insolvency Code, of an homologated debt restructuring agreements with creditors (*accordi di ristrutturazione dei debiti omologati*) or of a simplified composition with creditors proceeding for the liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) and/or transactions entered into, payments made and security interests legitimately granted by the debtor after the filing of the application for a composition with creditors proceeding (*concordato preventivo*) or of a debt restructuring agreement (*accordo di ristrutturazione dei debiti*). The exemption also operates for the ordinary claw-back;

(vi) remuneration payments to the entity's employees and consultants concerning work carried out by them; and

(vii) payments of a debt that is immediately due, payable and made on the due date, with respect to services necessary for access to a pre-judicial liquidation restructuring frameworks (*strumenti di regolazione della crisi e dell'insolvenza*) provided for pursuant to the Insolvency Code.

Pursuant to Article 170 of the Insolvency Code, the limitation period for initiating claw-back action proceedings is three years from the opening of the judicial liquidation procedure or, if earlier, five years from the act or transaction to be clawed back. In case judicial liquidation is commenced after the filing of a petition to be admitted to any pre-judicial liquidation restructuring frameworks (*strumenti di regolazione della crisi e dell'insolvenza*) (including pursuant to Article 44 of the Insolvency Code), according to Article 170, paragraph 2 of the Insolvency Code, the hardening period is calculated backward from the date in which such petition is filed. In addition, in certain cases, the judicial receiver can request that certain transactions of the debtor be declared ineffective within the ordinary claw-back period of five years (*revocatoria ordinaria*) provided for by the Italian Civil Code. In this respect, under Article 2901 of the Italian Civil Code, a creditor may demand that transactions whereby the entity disposed of its assets prejudicially to such creditor's rights be declared ineffective with respect to such creditor, provided that the debtor was aware of such prejudice (or, if the transaction was entered into prior to the date on which the claim was originated, that such transaction was fraudulently entered into by the debtor for the purpose of prejudicing the creditors) and that, in the case of a transaction entered into for consideration with a third person, the third person was aware of such prejudice (and, if the transaction was entered into prior to the date on which the claim was originated, such third person participated in the fraudulent design).

Under Article 165 of the Insolvency Code, which refers to Article 2901 of the Italian Civil Code (that — in turn provides for a general and ordinary claw-back action (*revocatoria ordinaria*) — that may be brought against the debtor (and its counterparty) also in case no judicial liquidation proceedings are pending), acts by which the debtor disposes of its assets (other than payments of due and payable amounts) may be clawed back if the receiver can prove that the debtor was aware of the prejudice that such act would cause to its creditors (including future creditors, to the extent

that the act was made in order to create such prejudice) and, to the extent that the act was non-gratuitous act, the counterparty was aware of such prejudice. The burden of proof is entirely with the receiver.

In addition, pursuant to Article 163 of the Insolvency Code, subject to certain limited exception, all transactions entered into for no consideration are ineffective *vis-à-vis* creditors if entered into by the debtor after the filing to the relevant court followed by the opening of the judicial liquidation procedure or within the two years preceding such filing. Any asset subject to a transaction which is ineffective pursuant to Article 163 of the Insolvency Code becomes part of the liquidation estate by operation of law upon registration of the court's decision opening the insolvency proceeding (*trascrizione della sentenza che ha dichiarato l'apertura della procedura concorsuale*), without needing to wait for the ineffectiveness of the transaction to be sanctioned by a court. Any interested person may challenge the registration before the delegated judge as a violation of law.

Moreover, under Article 164 of the Insolvency Code, *inter alia*, are ineffective vis-à-vis creditors:

(i) payments of receivables falling due on the day of the declaration of opening of the judicial liquidation or after such date, if carried out by the debtor after the filing of the application followed by the opening of the judicial liquidation or in the prior two-year period; and

(ii) payments made by the debtor with respect to any intercompany loan, if carried out by the debtor after the filing of the application followed by the opening of the judicial liquidation or in the previous year.

The Insolvency Code provides special regimes on preferences and avoidances of intra-group transactions. More specifically, under Article 290 of the Insolvency Code the limitation period of initiating intra-group claw-back actions (referring to acts and transactions entered into by companies belonging to the same group that had the effect of shifting resources to another group company to the detriment of creditors, save for certain exceptions) is extended to five years backwards from the judicial liquidation filing.

Article 2929-*bis* of the Italian Civil Code (introduced by virtue of the Decree 83/2015, as amended by Law 132/2015) provides for a "simplified" claw-back action with reference to certain types of transactions carried out by the debtor without consideration and with the aim to subtract registered assets from the attachment by its creditors. The creditor can start enforcement proceedings over the relevant assets without previously obtaining a court decision clawing back/nullifying the relevant fraudulent transaction. In case of gratuitous transfers, the enforcement action can also be carried out by the creditor against the third-party purchaser.

Under Italian law, the proceeds from the sale of the debtor's estate are distributed according to legal rules of priority. Neither the debtor nor the court can deviate from these priority rules by proposing their own priorities of claims or by subordinating one claim to another based on equitable subordination principles (as a consequence it must be noted that priority of payments such as those commonly provided in intercreditor contractual arrangements may not be enforceable against an Italian judicial liquidation estate to the extent they are inconsistent with the priorities provided by law). The law creates a hierarchy of claims that must be adhered to when distributing the proceeds derived from the sale of the entire debtor's estate or part thereof, or from a single asset. Pursuant to Article 221 of the Insolvency Code, inter alia, proceeds of liquidation of the assets shall be allocated according to the following order: (i) for payments of super-senior claims (*crediti prededucibili*) including, inter alia, claims originated in the insolvency proceeding, such as costs related to the procedure; (ii) for payment of claims which are privileged, such as claims of secured creditors; (iii) for the payment of unsecured creditors' claims (*creditori chirografari*).

Under Italian law, the highest priority claims (after the costs of the proceedings are paid) are the claims of preferential creditors, including, inter alia, a claim whose priority is legally acquired (*i.e.*, repayment of rescue or interim financing) the claims of the Italian tax authorities and social security administrators, and claims for employee wages. The remaining priorities of claims are, in order of priority, those related to secured creditors (*creditori privilegiati*; a preference in payment provided for by Italian norms), mortgages (*creditori ipotecari*), pledges (*creditori pignoratizi*) and, lastly, unsecured creditors (*crediti chirografari*).

Composition with Creditors in Judicial Liquidation (concordato nella liquidazione giudiziale)

Pursuant to Article 240 of the Insolvency Code, a judicial liquidation proceeding can terminate prior to liquidation through a composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*), provided that

certain requirements are met. The relevant petition may be filed by one or more creditors or third parties after the opening of the judicial liquidation and also before the issuance of the decree declaring the effectiveness of the statement of liabilities (*decreto che rende esecutivo lo stato passivo*), *provided* that, on the basis of the accounting data and the other information available, the receiver can draft a provisional list of creditors for approval by the delegated judge, whereas the debtor (or its subsidiaries or companies under common control) is allowed to file such proposal only after one year following the judgement by virtue of which the judicial liquidation has been opened but within two years from the decree declaring the effectiveness of the statement of liabilities (*decreto che rende esecutivo lo stato passivo*), *provided* that the proposal provides for the granting of resources that increase the value of the assets of at least 10%.

The proposal shall be submitted to the competent judge, shall then be approved by the creditors and finally by the court. In case the court's decree approving the composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*) becomes final (*definitivo*), the court declares the judicial liquidation to be closed and terminated, initiating the enactment phase of the composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*). In the context of a composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*), the competent court supervises both the proposal and execution phases while the judicial receiver, once the liquidation is closed, loses his management functions and retains only supervisory duties over the fulfillment of the terms and the conditions of the arrangement obligations arising from or in connection with the composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*).

The proposal may provide for:

(i) the subdivision of creditors into different classes according to homogeneous legal position and economic interests (pursuant to Article 240, paragraph 3 of the Insolvency Code, if the debtor adjudicated into judicial liquidation has issued notes or financial instruments, the holders of such securities shall be included in a class);

(ii) differential treatment between creditors belonging to different classes, indicating the reasons of such differences;

(iii) debts' rescheduling and the satisfaction of creditors' claims in any manner, including, by way of example, by assignment of assets, assumption (*accollo*) as well as by means of other extraordinary transactions, including the assignment to creditors (as well as to companies in which they have an interest), of shares, quotas or bonds, including those convertible into shares or other financial instruments and debt securities.

The petition may also provide for the possibility that secured claims are paid only in part. However, it is necessary for the plan to provide for their satisfaction to a non-lesser extent than that the one which can be realized, by reason of preferential placement, from the proceeds deriving from the sale of the property or rights over which the cause of preemption exists in the event of a judicial liquidation.

The composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*) proposal must be approved by the creditors' committee and the creditors holding the majority of claims (and, if classes are formed, by a majority of the claims in a majority of the classes). Secured creditors are not entitled to vote on the proposal, unless they waive their security. The court may approve the composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*) despite a creditor belonging to a dissenting class contests the benefit deriving from the proposal, if it finds that the claims can be satisfied in the composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*) to a non-lesser extent than in the prosecution of the judicial liquidation. Final court confirmation is also required.

The composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*), once approved and homologated, is mandatory for: (i) all existing creditors prior to the opening of the judicial liquidation proceeding; and (ii) creditors who have not applied for the admission to the judicial liquidation estate, to whom the guarantees or the security interests given in the composition with creditors in judicial liquidation (*concordato nella liquidazione giudiziale*) by third parties do not extend.

Upon the termination of the judicial liquidation—following the homologation decree (*decreto di omologa*), which pursuant to Article 247 of the Insolvency Code may be challenged and appealed within 30 days from its notification—the debtor returns "*in bonis*."

Composition with Creditors (concordato preventivo) under the Insolvency Code

Prior to the opening of judicial liquidation (*liquidazione giudiziale*), a debtor that is facing a situation of either crisis or insolvency may apply for a pre-insolvency composition with creditors proceeding ("*concordato preventivo*") pursuant to Insolvency Code, in order to compose its overall indebtedness and/or reorganize its business, thereby avoiding a declaration of insolvency and the initiation of insolvency proceedings.

The composition with creditors (*concordato preventivo*) proposal can be made by a commercial enterprise (*imprenditore commerciale*) which exceeds any of the following thresholds: (i) annual balance sheet assets (*attivo patrimoniale*) greater than €300,000 in the last three financial years (from the date on which the composition with creditors (*concordato preventivo*) petition was filed) or from the establishment of the company if it has been incorporated less than three years before the composition with creditors (*concordato preventivo*) petition ; (ii) annual gross proceeds (*ricavi lordi*) greater than €200,000 over the last three financial years (from the date on which the composition with creditors (*concordato preventivo*) was filed) or from the establishment of the company if it has been incorporated less than three years before the composition with creditors (*concordato preventivo*) petition; and (iii) indebtedness (including debt that is not overdue and payable) greater than €500,000.

Only the debtor itself can file the composition with creditors (*concordato preventivo*) petition before the competent court (to be identified pursuant to Article 27 of the Insolvency Code). The composition with creditors (*concordato preventivo*) petition must be accompanied by a number of mandatory documents and annexes, among which, *inter alia*, a restructuring plan, the content of which shall meet specific requirements set forth under Article 87 of the Insolvency Code including, without limitation, description of the reasons why the company is facing a distressed situation, description of the company's group and activity, the liquidation value (*valore di liquidazione*) of the company's assets in a judicial liquidation scenario, the content of the restructuring proposal to creditors, a report drafted by a third-party independent expert in possession of certain professional requirements certifying the truthfulness of the data on which the restructuring plan is grounded, its feasibility and, in the case of business continuity, that the restructuring plan is likely to prevent or to overcome the distressed financial situation of the debtor and to ensure each creditor a treatment not worse to the one granted in the event of judicial liquidation, copy of the company's financial statements in relation to the past three financial years, as well as updated economic and financial accounts of the company, an exhaustive description of the company's assets and the list of the company's creditors, indicating their names, the amount of their claims and the ranking of such claims.

Furthermore, pursuant to the Insolvency Code, the debtor shall file a report describing all acts and transactions exceeding the ordinary course of business carried out by the company over the preceding five years; a description of possible legal actions for damages as well as possible claw-back actions and legal actions potentially enforceable against the company and its corporate bodies in a judicial liquidation scenario; as well as in case the company belongs to a group, certain additional information about the group itself.

According to Articles 39 para. 3 and 44 of the Insolvency Code, the debtor may file a "preliminary and simplified application" (*ricorso con riserva di deposito di documentazione*) for, alternatively, admission to a composition with creditor (*concordato preventivo*) or homologation of a debt restructuring agreement (*accordo di ristrutturazione dei debiti*) or of a restructuring plan subject to homologation (*piano di ristrutturazione soggetto a omologazione*), meaning that the company might request to the court the granting of a deadline – for a minimum of 30 days to a maximum of 60 days – within which the company shall then file the "full application" including the restructuring plan and all other necessary documents requested by the law. When filing a "simplified application," the company must only attach to the relevant petition: (i) copy of the company's financial statements relating to its three last financial years; and (ii) a list of the company's creditors, indicating the name of the relevant creditor, the amount and ranking of its claim towards the company as well as its digital domicile (*domicilio digitale*). Such deadline can be extended only once for additional maximum 60 days upon the company's request, provided that there are reasonable grounds (*giustificati motivi*) for such extension substantiated by the preparation of a draft crisis and insolvency regulation plan. In case the debtor does not file the proposal, the plan, the expert report and the other documents within the established deadline, the court will not admit the debtor's request and, if the criteria provided by the Insolvency Code are met, the court could open the judicial liquidation, if there are pending petitions in such respect. Upon granting of the deadline by the

court and up until its expiry, the debtor shall comply with the monthly information undertakings set by the court itself, including, inter alia, information undertakings relating to the debtor's financial management and to the activities carried out in order to finalize the debtor's restructuring plan and proposal to creditors. Moreover, the debtor shall monthly file with the court an updated report about the company's economic and financial situation, which is then published in the competent companies' register. Pending the above-mentioned deadline, the debtor can carry out both activities of ordinary management and urgent activities of extraordinary management provided that, in the latter case, it has been duly and priorly authorized by the court. After the company's filing of the preliminary and simplified application, the Court appoints a pre-judicial commissioner *(pre-commissario giudiziale*), who will supervise the proceeding and will have to review – inter alia and together with the court - all the company's requests for authorization relating to the performance of activities of extraordinary management. As a general rule, the provisions set forth under Article 46 of the Insolvency Code shall apply pending the deadline granted by the court. In case urgent acts of extraordinary management are carried out lacking the court's authorization, they are ineffective and the court will revoke the granting of the deadline/term. However, the debtor may request application of the regime of the pre-judicial liquidation restructuring framework they intend to use if, together with the "preliminary and simplified application" or even subsequently, the debtor files a draft crisis and insolvency regulation plan in accordance with the provisions governing the selected pre-judicial liquidation restructuring framework. All the third-party claims which may arise from acts legally performed by the debtor after the filing will be deemed super-senior (*prededucibili*). Pending the deadline/term granted by the court, the rules governing the loss and reduction of share capital set forth under Italian Civil Code do not apply and the company-dissolution cause for loss or reduction of the corporate capital does not apply as well. Nevertheless, during the period preceding the filing of the simplified *concordato* application, Article 2486 of the Italian Civil Code, providing for the powers and duties of the directors after the occurrence of an event of dissolution of the company, will be applicable.

The composition with creditors (*concordato preventivo*) petition is published by the debtor in the company's register by the registry of the court and communicated to the public prosecutor. From the date of such publication to the date on which the court homologates the composition with creditors (*concordato preventivo*), pre-existing creditors cannot obtain security interests (except in case this has been priorly authorized by the courts) and mortgages registered within the 90 days preceding the date on which the petition for the composition with creditors (concordato preventivo) is published in the company's register are ineffective against such pre-existing creditors.

According to Article 54, paragraph 2, of the Insolvency Code, provided that the petition for the admission to the composition with creditors (*concordato preventivo*) proceedings (or a subsequent petition/request) includes the relevant request for protective measures, from the date of publication of the petition in the companies' registry, it is prohibited to commence or continue the enforcement and the conservative actions (or, in any event, to take any initiatives prohibited under the relevant measures). Final decision on such request (which is provisionally effective starting from its publication in the companies' register) shall be taken by the competent court and the length of the stay of action period is for maximum four months (subject to extensions under certain circumstances, in any case not exceeding an overall period of 12 months). During the stay of action period, *inter alia*, the judicial liquidation cannot be opened by the court. Protective measures might be revoked by the court upon occurrence of certain circumstances, including – without limitation – upon discovery of fraudulent acts by the debtor. The debtor may request, by a subsequent petition, to be granted additional interim measures to prevent certain actions of one or more creditors from affecting, from the negotiation phase, the positive outcome of the initiatives taken for the regulation of the crisis or insolvency. The abovementioned measures can also be requested by the debtor pursuant to Article 44 of the Insolvency Code, together with a "preliminary and simplified application" for the access to one of the restructuring tools provided for by the Insolvency Code.

Unless specific provisions apply by operation of law or relevant collective contracts (*contratti collettivi*), a company employing more than 15 employees must inform in writing the relevant trade union representatives about the decisions taken while drafting the restructuring plan and which have an impact over the employment agreements of a number of employees, including in case such decisions relate to the work-organization and/or the modalities of work. Trade union representatives can ask for a meeting with the company by the three days following receipt of such notice and the following consultation among the parties shall start by the following five days and – unless otherwise agreed – shall have a duration of no more than 10 days.

In addition to all the above, upon filing of a composition with creditors (*concordato preventivo*) application, inter alia (i) as a general rule, monetary obligations of the company are deemed as due on the date of the composition with

creditors (*concordato preventivo*) filing; (ii) set-off is allowed only if (a) all the claims/debts subject matter of the set-off arose prior to the filing date; or (b) all the claims/debts subject matter of the set-off arose after the filing date; (iii) accrual of interest on unsecured claims is suspended. Interest on secured claims will continue to accrue in accordance with specific rules set out under the Insolvency Code.

Any act, payment or security executed or created after the filing of the composition with creditors (*concordato preventivo*) application and in accordance with its rules and procedures is exempted from claw-back action. The debtor is also exempt from certain bankruptcy crimes provided under Articles 322, third paragraph ("preferential bankruptcy"), and 323 ("simple bankruptcy") of the Insolvency Code, in relation to acts and payments made in execution of the composition with creditors and/or in relation to finance provided under Article 99 of the Insolvency Code upon judicial authorization. Claims arising from acts lawfully carried out by the distressed company have super senior priority (*prededucibili*) in the event of a subsequent judicial liquidation.

The composition with creditors (*concordato preventivo*) plan can be aimed either at:

(i) the direct or indirect continuation of the company's business activity (the "*concordato preventivo in continuità aziendale*") - in such event, creditors are satisfied (in full or part) with the proceeds arising from the continuation of the business activity; or

(ii) at the liquidation of the company's assets (the "*concordato preventivo con liquidazione del patrimonio*") – in such event, the concordato plan must necessarily ensure a minimum recovery of at least 20% for unsecured creditors and provide for a cash injection, by a third-party, which can increase of at least 10% the available assets.

The proposal filed in connection with the composition with creditors (*concordato preventivo*) petition may provide for: (i) the restructuring and payment of debts and the satisfaction of creditors' claims (provided that, in any case, it will ensure payment of at least 20% of the unsecured receivables, except for the case of composition with creditors with continuity of the going concern (*concordato preventivo in continuità aziendale*), including through extraordinary transactions, such as the granting to creditors and to their subsidiaries or affiliated companies of shares, bonds (including bonds convertible into shares), or other financial instruments and debt securities); (ii) the transfer to an assumptor (*assuntore*) of the operations of the debtor company making the composition proposal; (iii) the division of creditors into classes (which is mandatory in certain cases provided under the Article 85 of the Insolvency Code), provided that each class is composed of creditors having homogeneous legal positions and economic interests; and (iv) different treatment of creditors belonging to different classes. The composition with creditors (*concordato preventivo*) proposal may also contain a proposed tax settlement for the partial or deferred payment of certain taxes and social contributions, in compliance with the requirements set forth under the Insolvency Code (including under Article 88 of the Insolvency Code, which also provides for a specific cram-down mechanism in relation to claims/creditors subject matter of a settlement proposal under Article 88 of the Insolvency Code itself). The plan may also provide for the implementation of corporate extraordinary transactions such as, for instance, mergers, demergers and transformations (in relation to which Article 116 of the Insolvency Code would apply).

Please note that the composition with creditors (*concordato preventivo*) qualifies as "with going concern" (*concordato preventivo in continuità*) when the plan provides for the continuation, on a direct or indirect basis, of the business by the debtor activity and creditors are satisfied – even through a non-prevalent extent – through the proceeds arising from the continuation of the business activity. Pursuant to Article 84 of the Insolvency Code, the business continuity shall safeguard the creditors' interest as well as, to the maximum extent possible, the occupational levels of the company.

Furthermore, certain specific rules apply only to composition with creditors proceedings with going concern (*concordato preventivo in continuità aziendale*). In particular, *inter alia*:

(i) under Article 84, para. 6 of the Insolvency Code, in a composition with creditors proceedings with going concern (*concordato preventivo in continuità aziendale*) (a) the liquidation value (*valore di liquidazione*), as defined under Article 87, paragraph 1, let. C) of the Insolvency Code, shall be distributed to creditors in accordance with the "absolute priority rule," i.e., in accordance with the creditors' ranking pursuant to Italian law; whilst (b) the proceeds/value (arising from the continuation of the business activity) exceeding the liquidation value can be distributed in accordance with the "relative priority rule," meaning that it is

not mandatory to distribute them in accordance with creditors' ranking but it is sufficient to ensure that all classes of creditors sharing the same ranking are treated equally and in a way which is more favorable than that of the classes of creditors ranking junior to them. Without prejudice to the above, claims which are secured pursuant to Article 2751-bis of the Italian Civil Code (i.e., salaries) must be satisfied in compliance with the "absolute priority rule" even on the proceeds exceeding the liquidation value. External additional resources may be distributed freely among creditors, without following the "absolute priority rule" and the "relative priority rule";

(ii) the division into classes is mandatory. Classes must be created also in relation to secured creditors unless they are repaid in full by means of cash within 180 days (reduced to 30 days for employees) after the homologation without any waiver to their security interests. According to Article 85, para. 3, of the Insolvency Code, enterprises that, in the previous financial year, have not exceed at least two of the following requirements: (i) assets of up to five million Euro; (ii) net sales and services revenue of up to 10 million Euro; and (iii) an average number of employees equal to fifty, and which are unsecured creditors of the company under supply agreements for goods or services shall be put into different classes;

(iii) save for the provisions provided for under Article 109 of the Insolvency Code, under Article 86 of the Insolvency Code the concordato plan of a composition with creditors on a going concern basis (*concordato preventivo in continuità aziendale*), may provide for a standstill for the secured creditors, which may extend up to six months from the date of homologation of the composition with creditors (*concordato preventivo*) proposal for the payment of secured creditors (*creditori privilegiati*) pursuant to Article 2751-bis of the Italian Civil Code (i.e., employees, professionals etc.);

(iv) the concordato plan of a composition with creditors on a going concern basis (concordato preventivo in continuità aziendale) must detail, inter alia, the financial impact of the plan and the time needed to achieve the rebalance of the company's financial situation. Moreover, in case the plan provides for the direct continuation of the business activity, the plan must include a detailed indication of the envisaged costs and revenues, financial needs and relevant cashflows, also considering those costs which are necessary to ensure compliance with applicable employment and environmental laws;

(v) the expert's report must certify that such plan is aimed at overcoming or preventing the company's insolvency and at ensuring the economic sustainability of the company. Moreover, the expert's report shall confirm that creditors' treatment (recovery) in the composition with creditors (*concordato preventivo*) is not worse than creditors' treatment (recovery) in a judicial liquidation;

(vi) creditors cannot unilaterally refuse to fulfil their obligations under pending contracts, nor they can terminate them or anticipate relevant due dates/expiry dates or amend them in way which is detrimental for the debtor for the sole reason of the debtor's application for/access to composition with creditors on a going concern basis (*concordato preventivo in continuità*) (or of the granting of protective measures). Any contrary provision is ineffective. Without prejudice to the above, creditors which are interested by protective measures cannot unilaterally refuse to fulfil their obligations under "essential pending contracts" (*contratti essenziali in corso di esecuzione*) nor they can terminate them or anticipate relevant due dates/expiry dates or amend them in way which is detrimental for the debtor for the sole reason of non-payment, by the debtor, of claims arisen before filing of the application for the composition with creditors on a going concern basis (*concordato preventivo in continuità aziendale*). According to the Insolvency Code, a contract is "essential" if it is necessary for the continuation of the ordinary business activity, including supply contracts the cessation of which could prevent the company to continue its business activity.

Under Article 100 of the Insolvency Code, inter alia, a debtor who files for a composition with creditors on a going concern basis (*concordato preventivo in continuità aziendale*) may request the court to authorize payment: (i) of debts arisen before composition with creditors (*concordato preventivo*) filing in relation to supply of goods or services which are essential for the company, provided that an independent expert certifies that they are essential for business continuity and to ensure the best satisfaction of creditors; and (ii) in accordance with the relevant contractual terms, of the instalments due under a loan agreement which is secured by a security interests over the assets used in the business, *provided* that (a) on the composition with creditors (*concordato preventivo*) filing date, the debtor has

fulfilled its obligations under the agreement, or the court authorizes the payment of the debt for principal and interest due at that date; and (b) a third-party independent expert certifies that such payments are essential for the continuation of the business activity and functional to ensuring the best satisfaction of the creditors and that the secured claims can be fully satisfied with the proceeds of the liquidation of the asset, carried out at market value, and that the repayment of the instalments does not prejudice the rights of the other creditors.

As mentioned, pursuant to Article 84 of the Insolvency Code, in a composition with creditors proceeding without going concern (*concordato preventivo con liquidazione del patrimonio*), the composition with creditors (*concordato preventivo*) proposal must ensure a minimum recovery of at least 20% for unsecured creditors and provide for a contribution (cash injection) of resources by a third-party, which can increase of at least 10% the assets (*attivo*) available to creditors as of the filing date. The third-party resources subject matter of the mandatory contribution can be distributed to creditors also irrespectively of their ranking, *provided* that the above-mentioned 20% minimum recovery is achieved. According to the Insolvency Code, contributions made by the company's shareholders without any repayment-obligation by the company (as well as shareholders' contributions fully and expressly subordinated) qualify as "third-party contributions" for the purposes of Article 84 of the Insolvency Code, if the plan provides for their direct application to the benefit of company's creditors. As a general rule, the division into classes of creditors is not mandatory for composition with creditors proceeding without going concern (*concordato preventivo con liquidazione del patrimonio*). However, pursuant to Article 85 para. 2 of the Insolvency Code, classes must be created in relation to the following creditors: (i) creditors for tax claims and/or social contributions claims which will not be repaid in full; (ii) creditors benefitting of security interests/guarantees issued by third parties; (iii) creditors which will be satisfied not by means of cash (also in case satisfaction is made partly in cash and partly by way of other means); (iv) creditors who filed a "competing concordato proposal" (*proposta concorrente*) and their related parties.

Upon the filing, the court, *inter alia*, determines (also taking into account the correct creation of the classes, if applicable) whether the proposal for the composition is admissible assessing: (i) in case of a composition with creditors proceeding without going concern (*concordato preventivo con liquidazione del patrimonio*), the admissibility of the proposal and the feasibility of the plan (meaning that the plan shall not be manifestly unfit to achieve the envisaged goals); and (ii) in case of a composition with creditors on a going concern basis (concordato preventivo in continuità aziendale), compliance of the proposal with applicable provisions of law (*ritualità della proposta*). The proposal for composition with creditors (*concordato preventivo) with going concern (concordato preventivo in continuità aziendale) is, in any case, not admissible if the plan is* manifestly unfit to satisfy the creditors as proposed by the debtor and to preserve the company's going concern value (*valori aziendali*).

If the court determines that the concordato proposal is admissible, inter alia, it appoints a delegated judge (*giudice delegato*) to supervise the procedure, appoints (or confirms, as the case may be) one or more judicial commissioners (*commissari giudiziali*) and schedules a specific period of time during which creditors can express their vote.

During the implementation of the *concordato* proposal, the company generally continues to be managed by its corporate bodies (usually its board of directors), but is supervised by the appointed judicial commissioners and judge (who will authorize all transactions that exceed the ordinary course of business). Furthermore, up until the homologation of the proceeding, the debtor cannot make any payments of debts arisen before the opening of the proceeding itself, unless they have been specifically, under certain conditions, approved by the delegated judge.

Pursuant to the Insolvency Code: (i) one or more creditors (except for individuals or entities controlled, controlling or under common control of the debtor), representing at least 5% of the aggregate claims resulting from the updated accounts of the debtor filed with the courts; and (ii) shareholders representing at least 10% of the company's share capital, may file a composition with creditors (*concordato preventivo*) proposal competing with the debtors' proposal (*proposta concorrente*), within 30 days before the starting of the voting process, subject to certain conditions being met, including, in particular, that the proposal of the debtor does not envisages the payment of at least 30% of the overall amount of the unsecured claims (such threshold is reduced to 20% in case the debtor had priorly and successfully started a negotiated crisis composition proceeding (*composizione negoziata della crisi*).

Furthermore, pursuant to Article 91 of the Insolvency Code, if the *concordato* plan, includes an offer for the sale of the debtor's assets or the sale of a going concern of the debtor to an identified third party, the court or the delegated judge shall order that for appropriate publicity to be given to the offer itself in order to acquire competing offers (*offerte concorrenti*). If expressions of interest are received, the court or the delegated judge, by decree, shall order the opening of the competitive proceeding. Furthermore, the abovementioned decree establishes the procedures for

the submission of irrevocable offers, providing that in all cases, among others, the following is ensured: (i) their comparability; (ii) the requirements for the participation of the bidders; (iii) the forms and timing of access to relevant information; (iv) any limits on their use; (v) the modalities according to which the judicial commissioner must provide them to those who request them; (vi) the modalities according to which the competitive procedure is to be conducted, (vii) the minimum increase in the consideration to be provided by the subsequent offers; (viii) the guarantees to be given by the bidders; (ix) the forms of publicity, and (x) the date of the hearing for the evaluation of the bids, if the sale takes place before the judge. With the sale or with the assignment, if earlier, to a person other than the original bidder identified in the plan, the latter and the debtor are released from their obligations towards each other and accordingly the debtor shall amend the proposal and plan in accordance with the outcome of the competitive proceeding.

As a general rule (and save for certain specific rules under Article 109, para. 5 of the Insolvency Code applicable to *concordato preventivo in continuità aziendale* only – see below), the composition with creditors (*concordato preventivo*) is voted on within the period of time scheduled by the court and must be approved with the favorable vote of creditors representing the majority of the receivables admitted to vote *provided* that, in the event that the plan provides for classes of creditors, the majority of the receivables admitted to vote must also be reached the majority of the classes (the "double majority"). Without prejudice to the above, pursuant to Article 109, paragraph 1, of the Insolvency Code, in case one creditor holds more than the majority of receivables admitted to voting, it is also necessary to reach majority by headcount (*maggioranza per teste*). The composition with creditors (*concordato preventivo*) is approved only if the required majorities of creditors expressly voted in favor of the proposal. Creditors who did not exercise their voting right will be deemed not to approve the composition with creditors (*concordato preventivo*) proposal.

Secured creditors are not entitled to vote on the composition with creditors (*concordato preventivo*) proposal unless and to the extent they waive their security. Among others, (i) the companies controlling the debtor, controlled by the debtor and those under the control of the entity controlling the debtor, (ii) the assignees of the claims of the entities under point (i), if the assignment has been perfected during the year preceding the composition with creditors (*concordato preventivo*) and (iii) creditors in conflict of interest are excluded from voting.

Differently from the general rules set out above, a composition with creditors on a going concern basis (*concordato preventivo in continuità aziendale*) is approved with the positive vote of all the creditors' classes. In each class, the composition with creditors (*concordato preventivo*) is approved with the positive vote of creditors representing the majority of claims admitted voting or, if such threshold is not met, with the positive vote of creditors representing two-thirds of the claims of voting creditors, provided that creditors holding at least half of the total claims of the same class have voted. Secured creditors are not admitted voting if they are repaid in full (and in cash) within 180 days (reduced to 30 days for employees) after the homologation without any waiver to their security interests. If such requirements are not met, then secured creditors are entitled to vote. Without prejudice to the above, the Insolvency Code provides that composition with creditors on a going concern basis (*concordato preventivo in continuità aziendale*) can be homologated by the court also in case it is not approved by all the classes upon certain specific conditions being met.

In addition to the above, subject to certain conditions, the *concordato* plan may provide for the creation of one or more classes of shareholders (it is possible to create more than one class of shareholders if the company's By-Laws – also, where the case may be, as modified in the frame of the composition with creditor proceeding – provide for different rights of the shareholders). The creation of classes of shareholders is required by law (i) if the *concordato* plan provides for amendments which affect directly the shareholders' rights; and/or (ii) in case of listed/public companies (*società che fanno ricorso al mercato del capitale di rischio*).

If one or more classes of shareholders have been provided, shareholders are entitled to vote in the form and within the time limits provided for the vote by creditors. Within their respective class, the relevant shareholder is entitled to vote proportionally to the portion of equity held before the *concordato* filing. If a shareholder does not vote within the relevant deadline, it is deemed as having voted in favor.

If a composition with creditors competing proposal (*proposta di concordato preventivo concorrente*) has been filed by one or more creditors, it will be subject to the vote by creditors as well. The winning proposal is that which results in the highest majority of positive votes and, in the event of a tie, the debtor's proposal prevails against a creditor's, while a creditor's proposal will prevail over the one of another creditor if it has been filed before. In the

event that none of the proposals achieves the required number of votes as described above, the judge shall re-submit to vote the proposal which obtained the highest majority. Without prejudice to the above, according to Article 109, para. 5-bis of the Insolvency Code, when one or more competing *concordato* proposals have been filed and more than one *concordato* proposals (provided that they are based on different plans) has been approved by creditors, the proposal providing for business continuity (*continuità aziendale*) is presented for homologation. In case more proposals providing for business continuity (*continuità aziendale*) have been approved by creditors, the proposal which has obtained the highest majority of unsecured creditors admitted to vote is presented for homologation.

Please note that the delegated judge may provisionally admit (in whole or in part) to the voting session creditors of disputed claims for the sole purpose of the vote on the composition with creditors (*concordato preventivo*) proposal and of the calculation of the relevant majorities. Excluded creditors shall have the right to oppose such decision by submission of a specific filing in the context of the homologation by the court, in any case, only if their participation in the voting session may have affected the calculation of the relevant majorities.

Once the composition with creditors (*concordato preventivo*) has been approved by creditors, the court sets the date for the hearing aimed at the court's formal homologation (*omologazione*) of the composition with creditors (*concordato preventivo*) and then the debtor notifies the relevant parties. At least 10 days before the date of the homologation hearing, any dissenting creditor and/or any third-party interested in doing so can file a challenge/appeal (opposizione) against the proposed homologation of the composition with creditors proceeding. In case no challenges (*opposizioni*) are filed, the court shall homologate the composition with creditors (*concordato preventivo*) after verifying (i) the regularity of the composition with creditors (*concordato preventivo*) proceeding; (ii) the outcome of the creditors' vote; (iii) the admissibility of the proposal; (iv) the proper creation of the classes of creditors; and (v) the equal treatment of creditors within each class. In addition, in case of a composition with creditors with going concern (*concordato preventivo in continuità aziendale*), the court shall verify that all classes have voted in favor of the proposal, the plan has reasonable prospects of preventing or overcoming insolvency, and any new financing is necessary to implement the plan and does not unfairly prejudice the interests of creditors. In any other case, the court shall verify the feasibility of the plan (i.e., the plan not being manifestly unfit to achieve the stated objectives).

Furthermore, in case of a composition with creditors with going concern (*concordato preventivo in continuità aziendale*), if one or more classes are dissenting, the court, upon request of the debtor (or, in case of a competing composition with creditors proposal (*offerta concorrente*), with the consent of the debtor if it does not exceed any of the thresholds set forth in Article 85, para. 3 of the Insolvency Code) may homologate the composition with creditor (*concordato preventivo*) anyway, if the following conditions are jointly met: (i) the liquidation value is distributed in accordance with the ranking of each claim (absolute priority rule); (ii) the value (arising from the going concern) exceeding the liquidation value is distributed in such a way that the claims included in the dissenting classes receive overall treatment at least equal to that of the classes of the same ranking and more favorable than that of the classes of lower ranking (relative priority rule); (iii) no creditor receives more than the amount of their claim; and (iv) the proposal is approved by the majority of the classes, *provided* that at least one of them consists of secured creditors or, failing such majority approval, the proposal is approved by at least one class of creditors which (a) do not receive full recovery of their claim and (b) would be wholly or partially satisfied based on the respective ranking of the claims even on the value exceeding the liquidation value.

Moreover, pursuant to Article 88 of the Insolvency Code (and in accordance with the specific terms and conditions set forth thereunder, as lastly amended and supplemented by the *Correttivo-ter*), if the debtor made a tax settlement proposal (*proposta di transazione fiscale*) to Tax Authorities/Social Security Authorities under the Insolvency Code, the courts can homologate the composition with creditors (concordato preventivo) also without the consent of such creditors when their consent is required for achieving the applicable majorities, provided – *inter alia* – that the expert's report certifies that the proposal made by the debtor to such creditor is (i) more convenient than the judicial liquidation scenario, in case of a *concordato con liquidazione del patrimonio*; or (ii) not worse than the treatment which would be offered to such claims/creditors in the context of a judicial liquidation, in case of a *concordato* i*n continuità aziendale*. The above, subject to additional specific conditions and requirements being met under Article 88 of the Insolvency Code.

In case of challenges against the homologation, the court shall decide and rule upon each of the challenges. In case the court rejects all challenges and has no additional remarks, then it will issue the homologation judgment.

Article 112 of the Insolvency Code provides also for a "cram-down" mechanism whereby:

(i) in case of a composition with creditors on a going concern basis (*concordato in continuità aziendale*), if a creditor challenges the "convenience" of the composition with creditors (*concordato preventivo*) proposal, the court can homologate the *concordato* only if it deems that the relevant claim will be satisfied for an amount not lower than the liquidation value (as defined under Article 87, para. 1 lett. c) of the Insolvency Code);

(ii) in all other cases, the court can homologate a composition with creditors (*concordato preventivo*) petition challenged by (i) a creditor which is a member of a "dissenting class" of creditors; or (ii) in case there are no classes of creditors, by creditors representing 20% of the claims admitted to vote, to the extent that (a) such challenge(s) are about the "convenience" of the composition with creditors (*concordato preventivo*) proposal; and (b) the court deems that the relevant claim will be satisfied for an amount not lower than the amount that would be paid in the frame of a judicial liquidation.

In addition, if the plan provides that pre-existing shareholders would benefit from the so-called "restructuring value," then composition with creditors (*concordato preventivo*) can be homologated if one or more classes of creditors are dissenting, to the extent that the recovery of each dissenting class would be least equal to the recovery of other classes having the same ranking and more favorable than the recovery proposed to classes ranking junior, even if such latter classes were to benefit of the restructuring value reserved to the shareholders. According to the Insolvency Code, the "restructuring value reserved to shareholders" means the effective value of the shareholders' stakes into the company following the homologation of the proposal, net of any contributions/injections made by the shareholders for the purposes of the restructuring. Such effective value is determined in accordance with the applicable accounting principles for determining the value in use, based on the present value of future cash flows using the data resulting from the underlying *concordato* plan and applying the projections for subsequent years. Shareholders can challenge the homologation if the latter is prejudicial to them compared to a liquidation scenario.

If the composition with creditors provides for the liquidation of the debtor's assets, the court, if homologates the composition with creditors (*concordato preventivo*), appoints one or more liquidators in order to execute the approved plan if it has to be realized by way of a transfer of assets. The court may grant special powers to the commissioner to implement the plan if the debtor does not cooperate, including by taking all corporate actions required. The court might appoint one or more liquidators (and a creditors' committee) also upon homologation of a *concordato in continuità*, if the relevant underlying plan provides for the liquidation of a portion of the assets or the transfer of the business unit and the relevant buyer has not yet been identified.

If the court does not homologate the composition with creditors (*concordato preventivo*), it might open judicial liquidation of the company only if there are pending petitions in such respect.

The terms and the performance of the outstanding contracts which have been entered into, from time to time, by the debtor are not automatically affected by the composition with creditors (*concordato preventivo*) proceeding and normally continue pending the procedure, any agreement to the contrary being ineffective. However, pursuant to Article 97 of the Insolvency Code, the debtor may request the court to either terminate or suspend the effectiveness of such pending agreements (save for certain exceptions: for instance, employment contracts cannot be suspended nor terminated) in case the continuation of the agreement is not in line with the plan nor functional to its implementation. Please note that termination can be requested only if the restructuring plan and proposal have already been filed before the court. In such circumstances, the counterparty shall be entitled to an indemnity equal to the damages suffered because of the termination or suspension of the contract. Such indemnity shall be considered as an unsecured claim arisen before the composition with creditors (*concordato preventivo*)proceeding, without prejudice, however, to the super-senior ranking of those claims arisen because of transactions lawfully carried out after the publication of the composition with creditors (*concordato preventivo*) petition in the Companies' Register (and before the notification of the suspension/termination petition).

Specific rules are provided in relation to the termination of financial lease agreements and pending facilities agreements. In such latter respect, para. 14 of Article 97 of the Insolvency Code states that, upon termination of a facility agreement, the lender is entitled to cash-in and retain the amounts paid by company's debtors up until repayment in full of the advances disbursed by the lender to the company in the period between (i) the date falling 120 days before the composition with creditors (*concordato preventivo*) filing; and (ii) the date on which the petition for termination of the agreement has been notified to the lender.

In addition to all the above, Article 95 of the Insolvency Code clarifies that pending contracts with Italian Public Authorities are not terminated as a result of composition with creditors (*concordato preventivo*) filing and any contrary provisions are ineffective; such contracts continue to be effective if the third-party independent expert certifies that such contracts are consistent with the plan (if already drafted) and that the company is reasonably able to fulfil them. If the composition with creditors is aimed at the liquidation of the company (*concordato con liquidazione del patrimonio*), the expert shall also attest that the continuation of such contracts is necessary to achieve the best liquidation of the company's assets (*migliore liquidazione del patrimonio*). After the composition with creditors (*concordato preventivo*) filing, the company can participate in public tender processes with the prior authorization of the court and upon meeting certain requirements set out under the Insolvency Code (including filing of a third-party expert report in such respect).

Pursuant to Article 89 of the Insolvency Code, the rules governing the loss and reduction of the share capital set forth in the Italian Civil Code do not apply to Italian companies during the period from the date of filing of the composition with creditors (*concordato preventivo*) application until the date of its homologation. During such period, moreover, the rule according to which a company shall be wound up in case of reduction or loss of the share capital, does not apply. Nevertheless, during the period preceding the filing of the composition with creditors (*concordato preventivo*) application, Article 2486 of the Italian Civil Code, providing for the powers and duties of the directors after the occurrence of an event of dissolution of the company, will be applicable.

For the analysis of the rules regulating the new financial resources please see the specific section under paragraph "New Financial Resources" below.

As set forth under Article 118-*bis* of the Insolvency Code (introduced by the *Correttivo-ter*), if, after the approval of the composition with creditors on a going concern basis (*concordato preventivo in continuità aziendale*), substantial changes to the plan for the fulfilment of the proposal are necessary, the debtor requests the expert to renew the report referred to in Article 87, paragraph 3, of the Insolvency Code (the "*attestazione*") and communicates the amended plan to the judicial commissioner who reports to the court. Upon assessment of the materiality of the changes concerning the fulfilment of the proposal, the court orders that the amended plan and the expert's report be published in the companies' register and communicated to the creditors by the judicial commissioner. Challenges may be lodged with the court within 30 days of receipt of such communication.

Pursuant to Articles 119 and 120 of the Insolvency Code, in the event of a breach of the composition with creditors plan or fraud, provided that the relevant requirements are met, the composition with creditors (*concordato preventivo*) can be terminated or annulled, as the case may be, upon petition of one or more of the creditors; the judicial liquidation may follow. Composition with creditors (*concordato preventivo*) is mandatory for all creditors prior to the publication of the application in the companies' register. However, creditors retain without prejudice their rights against co-debtors and guarantors of the debtor.

In case of non-minor breaches, the composition with creditors (*concordato preventivo*) may be terminated by each of the creditors or the judicial commissioner (in case of petition by one or more of the creditors). The relevant lawsuit must be brought within one year from the deadline originally scheduled for the last activity to be carried out under the composition with creditors (*concordato preventivo*) itself. The composition with creditors (*concordato preventivo*) may also be annulled upon request of the judicial commissioner or of one or more creditors in case a portion of the assets of the debtor has been concealed or the liabilities have been willfully exaggerated. The relevant lawsuit must be brought within six months from the discovery of the concealment/exaggeration and, in any event, within two years from the deadline originally scheduled for the last activity to be carried out under the composition with creditors (*concordato preventivo*) itself.

Finally, please note that Articles 284 and followings of the Insolvency Code provide for composition with creditors group-proceedings. More precisely, if more companies (having their center of main interests in Italy) belonging to the same group are facing a situation of crisis or insolvency they can make a single application for composition with creditors proceeding, including a single *concordato* plan or multiple connected or coordinated plans. Assets and liabilities of each group company shall be assessed on a single-entity basis. In such case, the legal framework of composition with creditors group-proceedings is the same applicable to the ordinary type, save for certain specific rules/exceptions, among which, inter alia: (i) the composition with creditors (*concordato preventivo*) petition shall specify the reasons why a group proceeding is more convenient for creditors than single and separate proceedings; (ii) the composition with creditors (*concordato preventivo*) petition and the plan/plans must include

certain additional information, mainly relating to group structure, intercompany relationships, etc.; (iii) the plan(s) must ensure the restructuring of each group company and must be certified by the third-party expert. The expert's report shall also confirm that the group-proceeding is more convenient for creditors than separate proceedings; (iv) the plan(s) might provide both for the continuation of certain business activities and the liquidation of others. The proceeding qualifies as composition with creditors on a going concern basis (*concordato preventivo in continuità aziendale*) whenever it appears that creditors of the group companies are paid out (also if not for the most part) of the proceeds arising from the continuation of business; and (v) certain specific rules in relation to the voting phase and homologation phase of the proceeding apply.

In case of a composition with creditors group-proceedings, debtor companies can make a single application also for "*transazione fiscale*" to Tax Authorities/Social Security Authorities under the Insolvency Code (in accordance with the requirements provided thereunder).

Negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) under the Insolvency Code

The negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) was originally introduced in the Italian legal framework by Law Decree 118/2021 and has been subsequently incorporated into the Insolvency Code. It consists of a negotiated and out-of-court tool applicable to both commercial enterprises (*imprenditori commerciali*) and agricultural enterprises (*imprenditori agricoli*), which are undergoing a distressed situation with reference to their assets, their business and/or their financial situation, such that it is likely that a distress/crisis or insolvency will follow, *provided* that their restructuring and rebalancing (*risanamento*) seems reasonably achievable. Without prejudice to the above, it must be noted that, according to Article 25-quater of the Insolvency Code, if the relevant enterprise is a "*impresa sotto soglia*" (i.e., an enterprise meeting the requirements set forth under Article 2, para. 1 lett. d) of the Insolvency Code), then *composizione negoziata* can be started as well, but only if the enterprise is facing an imbalance with reference to its assets, business and/or financials, such that it is likely that a crisis or insolvency will follow, provided that its restructuring and rebalancing (*risanamento*) seems reasonably achievable.

Without prejudice to the above, the court can be involved in the following circumstances: (i) when the entrepreneur files a petition pursuant to Article 19 of the Insolvency Code requesting the competent court to confirm or modify the protective measures provided for pursuant to Article 18 of the Insolvency Code within the day following the publication of the request and of the acceptance of the expert in the relevant companies' register, and, if necessary, to enact the interim measures necessary to complete the negotiations; (ii) when the entrepreneur files a petition asking the court to authorize certain acts in line with the provisions set forth under Article 22 of the Insolvency Code; and (iii) to authorize the execution of tax settlements pursuant to Article 23, para. 2-bis of the Insolvency Code.

Pursuant to Article 17 of the Insolvency Code, the entrepreneur or the enterprise filing for a negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*), inter alia, shall declare if any petition for judicial liquidation or insolvency declaration is pending towards itself and certify that no requests for the admission to the procedures provided for under Articles 40 of the Insolvency Code, including pursuant to Articles 44, para. 1, letter (a) and 54, para. 3 of the Insolvency Code, have been previously filed. In the event that the petition for a negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) is dismissed (*archiviata*) the debtor shall not submit a new request before one year has elapsed after dismissal (the term is reduced, for one time only, to four months if such dismissal is requested by the entrepreneur within two months starting from the acceptance of the expert).

The negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) is commenced on a voluntary basis only, filing a petition for the appointment of a third party and independent expert to the Secretary General of the relevant Chamber of Commerce through of a dedicated electronic platform and the expert is appointed within seven business days upon the filing of the request. Pursuant to the Insolvency Code, the person to be appointed as expert shall not have or maintain professional relations with the entrepreneur during the two years following the termination of the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*). The petition cannot be filed pending a proceedings commenced pursuant to Article of 40 of the Insolvency Code, also in the cases regulated under Articles 40, para. 1(a), 54, para. 3 and 74 of the Insolvency Code. The expert is responsible for facilitating and managing the negotiations between the company, its creditors and any other interested parties, in order to identify a solution to overcome the crisis or the insolvency, including through

the transfer of the business or a branch thereof and safeguarding, to the maximum possible extent, the occupational levels.

The expert assesses his/her own independence, the adequacy of his/her own professional expertise and his/ her own time availability with respect to the prospected assignment, and, if the outcome of the assessment is positive, notifies his/her acceptance to the entrepreneur and uploads it on the dedicated electronic platform. If the expert accepts the appointment, he/she meets with the entrepreneur in order to assess whether there are concrete and real chances of recovery. The entrepreneur attends the meeting personally, and can be assisted by its advisors.

If the expert finds that there are concrete and real chances of recovery, he/she meets with the parties involved in the entrepreneur's recovery process and presents the possible strategies, scheduling periodic meetings close in time to one another. The entrepreneur may conduct negotiations without the expert's presence, provided that the expert is kept informed of their progress.

During the negotiations, all the parties involved must act in good faith and with fairness, must cooperate and are bound by confidentiality on the entrepreneur's situation, on the actions carried out or planned by the entrepreneur and on the information received in the course of the negotiations. The entrepreneur must provide a complete and clear representation of his/her situation and manage his/her assets without causing unfair prejudice to the creditors. Banks and financial intermediaries, their agents, and, in case of credit assignment and/or transfer, their assignees or transferees, must take part in the negotiations actively and in an informed manner. The access to the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) does not, by itself, constitute ground for withdrawal of overdraft facilities nor reason for a different classification of receivables (which, pending the composition procedure, shall be determined considering the draft business and financial plan presented by the debtor and also in light of the supervisory/regulatory provisions (*disciplina di vigilanza prudenziale*)). The continuation of the banking/financial relationship is not in itself grounds for liability of the bank and financial intermediary. Specific provisions apply to negotiations involving employment contracts.

If the expert finds that there are no real chances of recovery, after the meeting with the entrepreneur or thereafter, he/she has to promptly notify the entrepreneur and the Secretary General of the Chamber of Commerce, which provides for the dismissal of the entrepreneur's petition. The negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) shall not exceed 180 days, subject to a possible extension of additional 180 days upon certain requirements. More specifically, the expert's appointment is considered terminated if, after 180 days from its appointment, the parties have not agreed on a solution (that can also be proposed by the expert) for overcoming the entrepreneur's distressed situation. However, the expert's appointment can continue up to further 180 days if (i) the entrepreneur or the parties involved in the negotiations require so and the expert agrees; or (ii) the prosecution of the appointment is required by the fact that the entrepreneur has filed a petition to the court pursuant to Article 19 and/ or Article 22 of the Insolvency Code; or (iii) protective or interim measures are pending or it is necessary to implement the authorization ruling issued by the court.

At the end of his/her appointment the expert issues a final report, to be uploaded on the platform, and notifies it to the entrepreneur and to the court that has granted the protective measures and interim measures (if any) which declares the termination of their related effects.

Pursuant to Article 18 of the Insolvency Code, together with the petition for appointment of the expert, or with a subsequent petition, the entrepreneur can request the application of protective measures, which may also be limited, upon entrepreneur request, to certain creditors' claims or to a specific category of creditors. If the protective measures are granted, from the date of publication of the relevant petition, affected creditors cannot obtain pre-emption rights (*diritti di prelazione*) unless agreed upon by the entrepreneur and all enforcement and interim actions are stayed. From the same date, statutory time-limitations (*prescrizioni*) remain suspended and forfeitures (*decadenze*) do not occur. However, please note that, differently from what it is provided under the Insolvency Code for the composition with creditors proceeding (*concordato preventivo*), payment of pre-existing creditors is not forbidden. The protective measures do not apply to employees' claims.

Starting from the date of publication of the petition requesting the application of the protective measures until the date of conclusion of the negotiations or dismissal of the petition for the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*), the judgement opening a judicial liquidation

(*sentenza di apertura della liquidazione giudiziale*) or the declaration of the insolvency of the entrepreneur cannot be issued by the court, unless the court previously revokes the protective measures.

The creditors (including banks and financial intermediaries and their representatives (*mandatari*) and assignees) whose rights are affected by the protective measures cannot unilaterally refuse to perform their obligations under the contracts in place with the entrepreneur, nor terminate such contracts, nor anticipate their expiration date, nor amend them with detrimental consequences for the entrepreneur, or revoke all or part of the credit lines already granted solely on the ground of the missed payment of claims arisen prior to the publication of the petition requesting the application of the protective measures. The same creditors may suspend the performance of outstanding contracts from the publication of the petition requesting protective measures to the obtainment of such protective measures.

Suspension and revocation of credit lines may nevertheless occur in application of the prudential supervision regulation. The continuation of the relationship is not in itself ground for liability of the bank or financial intermediary. Since the confirmation of protective measures, banks and financial intermediaries and their representatives (*mandatari*) and assignees against whom the measures have been confirmed cannot maintain the suspension related to the credit lines granted at the time of access to the negotiated crisis composition procedure unless they demonstrate that the suspension is determined by the application of prudential supervision regulation. The continuation of the relationship is not in itself ground for liability of the bank or financial intermediary. If the entrepreneur applies for the protective measures, it must concomitantly file (in accordance with the deadlines set forth under the Insolvency Code) the same request to the competent court, in order to allow a judge to check the said measures and to confirm them or, if necessary, to modify them. In the absence of this request, the protective measures will be ineffective.

The duration of the protective measures and, if necessary, the interim measures, is established by an order of the court in a range between 30 and 120 days, and, upon request of the parties and after obtaining the opinion of the expert, can be extended for the time required to positively finalize the negotiations up to a maximum of 240 days, given that the judge may discretionarily order the revocation of such protective measures or shorten their duration.

Pending the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*), there is no dispossession: the entrepreneur remains able to continue the ordinary and extraordinary management of the company, subject to certain conditions. More precisely, pursuant to Article 21 of the Insolvency Code, pending the negotiations, the entrepreneur may carry out acts pertaining to ordinary activity. Upon written notice to the expert, carry out acts pertaining to extraordinary activity or make payments non-consistent with the negotiations nor with the perspectives of recovery, in such a way as to avoid prejudicing the economic and financial sustainability of the business. Furthermore acts, payments, and guarantees/security interests carried out by the entrepreneur after the appointment of the expert under the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) are not subject to claw-back action under Article 166, para. 2 of the Insolvency Code, if they are consistent with the status of the negotiations and the recovery perspectives of the company. If during the course of the negotiations, it appears that the entrepreneur is insolvent but there are real prospects of recovery, the entrepreneur shall manage the enterprise in the best interests of the creditors, and remains liable for his conduct. If the expert believes that a certain act causes prejudice to the creditors, to the negotiations or to the perspectives of recovery, he/she reports it in writing to the entrepreneur and to the enterprise's control body. If, notwithstanding the expert's report, the entrepreneur carries out the relevant act, the entrepreneur gives immediate notice to the expert, who may file his/her dissent for the registration with the companies' register. At the request of the entrepreneur, one or more creditors or the expert, the court that has granted the protective measures and/or interim measures may, at any time, revoke such measures or reduce their duration when they do not meet the aim of ensuring the positive outcome of the negotiations or they appear disproportionate in relation to the prejudice caused to the creditors. If the protective measures are revoked, the rule relating to the prohibition of the obtainment of pre-emption rights by pre-existing creditors ceases to be effective for the date on which the protective measure has been revoked.

Upon the entrepreneur's request and to the extent that this is consistent with the continuation of the business as a going concern and with the maximization of the creditors' recovery, the court may authorize: (i) for the purpose of recognition of a super-senior (*prededucibile*) ranking, the entrepreneur to incur new indebtedness, including the request for guarantees, and enter into an agreement with banks and financial intermediaries for reactivation of the credit lines; (ii) the entrepreneur to incur new super-senior indebtedness (*prededucibile*) by virtue of shareholders' financing; (iii) on or more companies belonging to the same group to incur new super-senior (*prededucibile*) indebtedness; and (iv) the entrepreneur to transfer its business, or certain business branches, without the effects provided under Article 2560, para. 2, of the Italian Civil Code, without prejudice to Article 2112 of the Italian Civil

Code, identifying the appropriate measures to protect all the interests involved, taking also into account the requests of the parties concerned. The court shall also verify the compliance with the competitiveness principle (*principio di competitività*) in the selection of the purchaser. The execution of the above-mentioned authorizations may also be postponed after the ending of the negotiated crisis composition procedure if so provided under the court authorization or the final expert report.

Pursuant to Article 23, para. 1, of the Insolvency Code, if a suitable solution to overcome the entrepreneur's difficulties has been found, the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) can terminate by means of:

(i) the execution of an agreement between the entrepreneur, one or more creditors and any interested party, which constitutes cause for application of the reward measures provided under Article 25-*bis*, para. 1 of the Insolvency Code if, according to the expert's final report, such agreement ensures the continuation of the business as a going concern for at least 2 years;

(ii) the execution of a standstill agreement (*convenzione di moratoria*) pursuant to Article 62 of the Insolvency Code;

(iii) the execution of an agreement signed by the entrepreneur, by the adhering creditors, by any adhering interested party and by the expert, with the effects provided under Articles 166, paragraph 3, lett. (d) and 324 of the Insolvency Code. With such agreement the expert acknowledges that the reorganization plan (*piano di risanamento*) seems to be consistent with the composition of the insolvency and crisis of the entrepreneur.

Pursuant to Article 23, para. 2, of the Insolvency Code, if, at the end of the negotiations, none of the above-mentioned solution has been elected, the entrepreneur may, alternatively:

(i) draft a certified restructuring plan (*piano attestato di risanamento*) pursuant to Article 56 of the Insolvency Code;

(ii) file a petition requesting the homologation of a debt restructuring agreement with creditors (*accordo di ristrutturazione dei debiti*) pursuant to Articles 57, 60 and 61 of the Insolvency Code. The percentage referred to under Article 61, para. 2, letter (c) of the Insolvency Code is reduced to 60% if the achievement of the agreement results from the final report of the expert or if the request for homologation is filed within 60 days of the notification of the expert's final report;

(iii) file a petition for the simplified composition with creditors proceeding for the liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) (please see the paragraph "Simplified composition with creditors proceeding for the liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) under the Insolvency Code" below);

(iv) access to one of the proceedings/tools provided under the Insolvency Code or in the Decree 270 or in the Decree 347.

According to Article 24, paragraph 2bis, of the Insolvency Code, during the negotiations, the debtor can submit a proposal for a tax settlement agreement (*proposta di transazione fiscale*) to the competent tax authorities. The proposal can provide for partial or deferred payment of the debt. The proposal cannot concern taxes constituting EU resources. The proposal shall be accompanied by (i) a report from an independent professional certifying its convenience with respect to the alternative of judicial liquidation for the public creditor; and (ii) a report on the completeness and truthfulness of the company data drawn up by the person in charge of the statutory audit, if any, or by a statutory auditor registered in the appropriate register. The tax settlement agreement is signed by the parties, communicated to the expert, and takes effect when filed with the court. The court, upon assessment of the regularity of the attached documentation and of the tax settlement agreement, authorizes its execution or, alternatively, declares that the agreement has no effect. The tax settlement agreement is automatically terminated in the event of the opening of judicial liquidation (*liquidazione giudiziale*) or controlled liquidation (*liquidazione controllata*) or the

ascertainment of insolvency status, or if the entrepreneur does not fully execute the payments due within 60 days of the scheduled deadlines.

Furthermore, pursuant to Article 24 of the Insolvency Code:

(i) the acts authorized by the court pursuant to Article 22 of the Insolvency Code shall maintain their effects in the event of subsequent sanctioned debt restructuring agreement with creditors (*accordo di ristrutturazione dei debiti omologato*), sanctioned composition with creditors (*concordato preventivo omologato*), opening of the judicial liquidation proceeding (*apertura della liquidazione giudiziale*), a sanctioned restructuring plan provided for pursuant to Article 64-*bis* of the Insolvency Code, a compulsory administrative liquidation (*liquidazione coatta amministrativa*), extraordinary administration for large insolvent companies (*amministrazione straordinaria*) or a sanctioned simplified composition with creditors (*concordato semplificato per la liquidazione del patrimonio*) provided for pursuant to Article 25-*sexies* of the Insolvency Code;

(ii) the acts, payments and granting of security interests made after the expert accepted its appointment, are exempted from claw-back actions pursuant to Article 166, paragraph 2, of the Insolvency Code, provided that they are consistent with the development and the status of the negotiations and with the perspectives of recovery (*risanamento*) existing at the time the acts/payments/ granting of security interest was made;

(iii) acts of extraordinary administration and payment made after the expert accepted his/her appointment are subject to claw-back actions pursuant to Article 165 and Article 166 of the Insolvency Code if the expert has registered his/her dissent in the Companies' Register pursuant to Article 21, paragraph 4 of the Insolvency Code or if the competent Court has denied its authorization pursuant to Article 22 of the Insolvency Code; and

(iv) payment and transactions made after the expert accepted its appointment, which were consistent with the development of the negotiations and in the perspective of the recovery (*risanamento*) of the enterprise, or which have been authorized by the Court pursuant to Article 22 of the Insolvency Code, benefit of exemptions from the potential application of certain criminal sanctions.

In addition, payment and transactions carried out after the acceptance by the expert of his/her appointment, which the expert assesses to be consistent with the development of the negotiations and with the perspectives of recovery of the enterprise, or which have been authorized by the court pursuant to Article 22 of the Insolvency Code, benefit of exemptions from the potential application of certain criminal sanctions.

Pursuant to Article 25 of the Insolvency Code, the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) may also apply to group of companies, which may commence one proceeding all together. At the end of the negotiations, the companies belonging to the same group may either enter into one of the agreements provided under in Article 23, para. 1 of the Insolvency Code as a group, or access to one of the tools provided under Article 23 of the Insolvency Code, both separately or as a whole group.

Simplified composition with creditors proceeding for the liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) under the Insolvency Code

Simplified composition with creditors proceeding for liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) is a particular type of composition with creditors proceeding (*concordato preventivo*) available only for those companies which (i) had first made access to the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*); and (ii) as certified by the expert under the composition procedure (*composizione negoziata per la soluzione della crisi di impresa*), conducted the negotiations with creditors in good faith.

Simplified composition with creditors proceeding for liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) – which has merely liquidation purposes – has originally been introduced in the Italian legal framework by Law Decree 118/2021 and has been subsequently incorporated into the Insolvency Code.

If, in its final report, the expert states that the negotiations have been conducted according to fairness and in good faith, and that the options provided under Article 23, para. 1 and 2, letters (a) and (b) of the Insolvency Code are not feasible, within 60 days following the notification of the final report the entrepreneur may file, with the competent court of the place where the company has its registered office, a petition for admission to the simplified composition with creditors proceeding for liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*), a *concordato* proposal providing for the liquidation of the assets together with the liquidation plan and the documents provided under Article 39 of the Insolvency Code. The proposal may provide for the division of the creditors into different classes and Article 84 para. 5 of the Insolvency Code shall apply.

The petition for the simplified composition with creditors proceeding for liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) is communicated to the public prosecutor and published with the companies' register within the day following the date of the filing with the court. From the date of such publication, the effects provided under Articles 6, 46, 94 and 96 of the Insolvency Code apply.

Article 25-sexies, paragraph 1 of the Insolvency Code also allows the entrepreneur to file a "blank petition" reserving the right to subsequently file the plan and proposal of the simplified composition with creditors proceeding for liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) within 60 days following the notification of the expert's final report.

Upon the filing of the application, the court (i) appoints a so-called "auxiliary" (*ausiliario*) to, inter alia, express an opinion on the entrepreneur's proposal; (ii) orders that the proposal, together with the opinion of the auxiliary and the final report of the expert, be delivered by the debtor to the creditors appearing on the list filed by the debtor itself; and (iii) sets the date of the hearing for the homologation. Creditors and any third party which has any interest are entitled to object to the homologation within 10 days before the date fixed for the hearing.

The court homologates the simplified composition with creditors proceeding for liquidation of assets (*concordato semplificato per la liquidazione del patrimonio*) when it verifies (i) the regularity of the adversarial principle among the parties (*contraddittorio*) and the proceeding; (ii) the compliance with the pre-emption rights (*cause di prelazione*); (iii) the feasibility of the liquidation plan, and finds that the proposal does not cause a prejudice to the creditors compared to what they would receive in case of judicial liquidation (*liquidazione giudiziale*) or "*liquidazione controllata*" of the entrepreneur, and in any case ensures that each creditor receives a certain recovery. With the homologation decree, the court also appoints a liquidator.

The parties may challenge the homologation decree within 30 days after the notification of the same.

Pursuant to Article 25-septies of the Insolvency Code, the liquidation plan may also include an offer by a pre-identified third party to transfer the business or one or more branches of the business or specific assets to such third party, even before the approval: in this case, the judicial liquidator, having verified the absence of better solutions on the market, may implement the offer.

Certified Restructuring Plans (piani attestati di risanamento) under Article 56 of the Insolvency Code

Certified restructuring plans (*piani attestati di risanamento*) under Article 56 of the Insolvency Code are out-of-court tools consisting of a restructuring plan addressed to creditors and prepared by debtors who are either insolvent or in a state of crisis, in order to permit the restructuring of the debtor's indebtedness and supporting the rebalancing of the debtor's assets, economic and financial condition, which shall be certified by a third-party independent expert appointed directly by the debtor and enrolled in the register of auditors and accounting experts (*Registro dei Revisori Contabili*). The independent expert – which must verify the feasibility of the restructuring plan and the truthfulness of the business data provided by the company – must possess certain specific professional requisites and qualifications and meet the requirements set forth by Article 2399 of the Italian Civil Code and may be subject to liability in case of misrepresentation or false certification.

The certified restructuring plans (*piani attestati di risanamento*) are usually implemented by means of one or more agreements entered by the company with the relevant creditors/counterparties. Such agreements are merely private agreements and do not affect the right of creditors who are not a party to the agreement to enforce their claims, guarantees or securities. As such, there is no "automatic stay" by operation of law.

The reorganization plan must, inter alia: (i) have a certain date; (ii) be in written form; (iii) have an analytical content with the specification, aimed at avoiding opportunistic or collusive conduct, that even unilateral acts or executive contracts must be proven in writing and must have a certain date. At the debtor's request the plan can be published in the commercial register (this would allow for certain tax benefits).

The certified restructuring plans (*piani attestati di risanamento*) and the relevant debt restructuring arrangements are not under any form of judicial control or approval and, therefore, no application is required to be filed with the court or supervising authority. Also, no approval or consent by a specific majority of all outstanding claims are required.

The terms and conditions of these plans are freely negotiable, provided they are finalized at restructuring the debtor's indebtedness and rebalancing its capital structure. Article 56 of the Insolvency Code sets out the "minimum content" of the plan including, inter alia (and without limitation), indication of non-adhering creditors, the financial resources necessary to pay their claims at the relevant due dates as well as the causes of the crisis. Also, it must be supported by adequate documentation representing the financial and commercial situation of the debtor.

As expressly provided under Article 166, para. 3, letter (d) of the Insolvency Code, should these plans fail, and the debtor be declared insolvent, the payments and/or acts carried out, and/or security interest granted on the debtor's assets for the implementation of the reorganization plan, subject to certain conditions, are not subject to any claw-back action (*azione revocatoria*), including the ordinary claw-back action provided for pursuant to Article 2901 of the Italian Civil Code. Furthermore, they are exempted from the potential application of certain criminal sanctions.

There is no homologation by the court. The publication in the companies' register of the plan, the report of the independent expert and the agreement(s) is not mandatory and it is possible upon a debtor's request and would allow to certain tax benefits.

Debt-restructuring Agreements (accordi di ristrutturazione dei debiti) under Article 57 of the Insolvency Code and ff.

Out-of-court agreements for the restructuring of indebtedness entered into with creditors representing at least 60% of the debtor's outstanding debts have not particularly changed with the entry into force of the Insolvency Code. They still have to be ratified by the court and an independent expert appointed by the debtor must assess the truthfulness of the business and accounting data provided by the debtor. More specifically, the independent expert must also certify that the agreement is feasible and, particularly, that it ensures that the indebtedness *vis-à-vis* non-adhering creditors can be fully satisfied within the following terms in a 120-day term from: (i) the date of homologation of debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) by the court, in the case of debts which are due and payable to the non-participating creditors as of the date of the homologation; and (ii) the date on which the relevant debts fall due, in case of debts which are not yet due and payable to the non-adhering creditors as at the date of the homologation of the debt restructuring agreement (*accordo di ristrutturazione dei debiti*) by the court. Pursuant to Article 57 of the Insolvency Code, only a debtor who is in a state of crisis (as described above) or insolvent can initiate this process and request the court to sanction (*omologazione*) the debt restructuring agreement entered into with its creditors.

The debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) is published in the companies' register and becomes effective as of the day of its publication. Creditors and other interested parties may challenge the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) within 30 days from the publication of the same in the companies' register. After having decided on the opposition filed (if any), the court homologates the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) by issuing a judgment (*sentenza*), which can be appealed within 30 days of its publication pursuant to Article 51 of the Insolvency Code.

The Insolvency Code does not expressly provide for any indications concerning the contents of the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*). The plan can therefore provide, inter alia, either for the debtor or a third party carrying out the business, or the sale of the business, and may contain refinancing agreements, moratoria, write offs and/or postponements of claims. The debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) may also contain a proposed tax settlement for the partial or deferred payment of certain taxes and/or social contributions, *provided* that certain specific requirements are met (as set forth under Article 63 of the Insolvency Code). If the plan provides for the implementation of a merger, demerger or transformation, Article

116 of the Insolvency Code shall apply. A single petition for homologation under Article 57 and ff. of the Insolvency Code can be filed by more companies belonging to the same group having their center of main interests in Italy, subject to certain requirements being met. In case of a group petition, debtor companies can make a single application also for "*transazione fiscale*" to Tax Authorities/Social Security Authorities under the Insolvency Code (in accordance with the requirements provided thereunder).

Pursuant to Article 58, para. 1 of the Insolvency Code, in the event of substantial amendments to the plan before the approval, the report issued by the expert and the consent to the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) expressed by creditors shall be renewed. The report shall also be renewed in the event of substantial amendments to the agreement. In the event of substantial amendments after the approval, the debtor shall make such amendments as are appropriate to ensure the implementation of the agreements, by requesting the update of the certified report issued by the expert having the requirements set forth in Article 57, para. 4 of the Insolvency Code. In this case, the renewed certified report, together with the amended restructuring plan, shall be published in the companies' register, giving proper notice to the creditors by registered letter or via certified email. The parties may file an objection (*opposizione*) to the abovementioned decree within 30 days after having been notified of the same.

With the petition for the homologation of the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) by the competent court (or at any time pending the procedure) the debtor may request to be granted any protective measures (aimed at providing for the stay of actions or the creation by creditors of security interest, unless it is agreed in the debt restructuring agreement in relation to pre-existing debts, etc.). Such measures can also be requested (i) pursuant to Article 54, para. 3 of the Insolvency Code, to the court by the debtor pending negotiations with creditors (i.e., prior to the filing of the petition for the homologation of the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*), subject to certain conditions, or (ii) pursuant to Article 44 of the Insolvency Code, together with a "simplified application" for the access to one of the restructuring tools provided for by the Insolvency Code. According to Article 54, para. 2, of the Insolvency Code, provided that the petition for the homologation of the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) includes the relevant request for measures, from the date of publication of the petition in the companies' registry, it is prohibited to commence or continue the enforcement and the conservative actions (or, in any event, to take any initiatives prohibited under the relevant measures).

It is a court-supervised proceeding which does not provide for the dispossession of debtor; however, the court may appoint a judicial commissioner to oversee the proceedings and must do so in case petitions for the opening of judicial liquidation (*liquidazione giudiziale*) are pending, when it is necessary for the protection of the parties who filed such petitions. Creditors entering into the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) are not required to receive the same treatment (i.e., they are free to reject the proposal and to protect their interests otherwise) and no cram-down is applicable to third-party non-adhering creditors, which shall be fully re-paid within the relevant deadlines outlined above, save for certain specific cram-down provisions/mechanisms applicable in relation to Tax Authorities/Social Security Authorities subject matter of a settlement proposal (*transazione fiscale*) pursuant to – and in accordance with – the provisions set forth under Article 63 of the Insolvency Code.

The court, having verified the completeness of the documentation filed by the debtor, fixes the date for a hearing to be held no earlier of 15 days from the notification of the relevant filing. Pending such deadline, creditors and other interested parties may file an opposition to the homologation. At such hearing, the court decides upon any opposition and assesses whether the conditions for the approval are met.

Without prejudice to all the above, Articles 60, 61 and 62 of the Insolvency Code provide for the following additional types of debt-restructuring agreement (*accordo di ristrutturazione dei debiti*).

First, Article 60 of the Insolvency Code provides for the so-called facilitated debt-restructuring agreement (*accordi di ristrutturazione agevolati*). Such proceeding is a particular kind of debt restructuring agreement which may be entered into with creditors representing as little as 30% of the total indebtedness (instead of the 60% generally required under Article 57, para. 1, of the Insolvency Code) provided that the debtor: (i) does not propose the standstill on the payment of non-adhering creditors; and (ii) has not previously requested (and waives to request) to the court the granting of protective measures under Article 54 of the Insolvency Code.

Pursuant to Article 61 of the Insolvency Code, if a debtor enters into a debt-restructuring agreement and obtains the approval of creditors representing at least 75% of the credits belonging to a certain category (with respect to the

homogeneity of their status and economic interests), he can request the court to declare that agreement binding on the non-adhering creditors belonging to the same category (the "cram down").

More in detail, debt-restructuring agreements with extended effects (*accordi di ristrutturazione ad efficacia estesa*) under Article 61 of the Insolvency Code – which were previously only permitted in relation to debts owed to banks and financial intermediaries where such debts represented at least 50% of the total indebtedness – can now be applied to any category of creditors, provided that, *inter alia*: (i) all the creditors belonging to the same category have been informed of the start of the negotiations and have been able to participate in them in good faith and have received complete and up-to-date information on the debtor's assets, economic and financial situation as well as on the restructuring agreement and its effects; (ii) the agreement provides for the continuation of the business activity either directly or indirectly pursuant to Article 84 of the Insolvency Code; (iii) the claims of the consenting creditors belonging to the relevant category represent at least 75% of all the claims belonging to the same category; (iv) the non-adhering creditors belonging to the same category to which the effects of the agreement are extended can be satisfied under the agreement for an amount not lower than the amount they would receive with the judicial liquidation being understood that a creditor may hold claims in more than one category; and (v) the debtor has notified the agreement, the application for court approval and the documents attached thereto to the creditors to be crammed down. The percentage of 75% is lowered to 60% if the debt restructuring agreement is referred to in the final report issued by the expert at the end of the negotiations pertaining to the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi d'impresa*) or if the request for homologation is filed within 60 days of the notification of the expert's final report.

Moreover, pursuant to para. 5 of Article 61 of the Insolvency Code, a debtor whose financial indebtedness is at least 50% of their total indebtedness may identify one or more categories of creditors which are banks and financial intermediaries (and/or, in case of credit assignment and/or transfer, their assignees or transferees), which have a homogeneous legal position and economic interests and extend the effects of the agreement to non- adhering creditors who are part of the same category. In such case, the agreement is valid even if it does not contemplate the direct or indirect continuation of the business activity as a going concern. However, the rights of creditors who are not banks or financial intermediaries remain (or their assignees or transferees) valid.

Pursuant to Article 62 of the Insolvency Code, if a debtor enters into a standstill agreement (*convenzione di moratoria*) entered into between a debtor and its creditors representing 75% of the same class would is also binding over the non-adhering creditors, *provided* that (i) certain conditions are met, such as, inter alia, (a) all the creditors belonging to the relevant category have been duly noticed of the beginning of the negotiations, have been made able to participate in the negotiations and have received complete and up-to-date information on the debtor's assets, economic and financial situation and on the agreement and its related effects; (b) the claims of the adhering creditors belonging to the same categories represent 75% of all the creditors of the same class; and (c) the non-adhering creditors of the same category, to whom the effects of the agreement are extended, are not worse off than they would be in the event of judicial liquidation; and (ii) an independent expert certifies (a) the truthfulness of the business data, (b) the attitude of the standstill agreement to temporarily regulate the effects of the crisis and (c) the meeting of the condition under (i)(c) above (i.e., the fact that the treatment reserved to non-adhering creditors is at least equal to the one they could obtain in the context of a judicial liquidation).

Non-adhering crammed-down creditors can challenge the standstill agreement within 30 days after the notification of the same.

In no case debt restructuring agreements provided under Article 61 of the Insolvency Code and standstill agreements provided under Article 62 of the Insolvency Code may impose on the non-adhering creditors, inter alia, performance of new obligations, the granting of new overdraft facilities, the maintenance of the possibility to utilize the existing facilities or the utilization of new facilities.

By virtue of Article 59 of the Insolvency Code, Article 1239 of the Italian Civil Code applies to the creditors that have adhered to the debt-restructuring agreements. Non- adhering creditors maintain their claims towards (i) those who are jointly and severally liable with the debtor, (ii) the debtor's guarantors and (iii) debtors by way of right of recourse (*regresso*). Unless agreed otherwise, debt restructuring agreements produce effect towards the shareholders who are jointly liable with non-limited liability companies, provided that, if such shareholders have granted guarantees, they will remain liable as guarantors.

For the analysis of the rules provided under Article 99, 101 and 102 of the Insolvency Code – which apply to both debt-restructuring agreements (*accordi di ristrutturazione dei debiti*) and to the composition with creditors (*concordati preventivi*) – regulating the possibility to incur super-senior financing, please see the specific section under paragraph "New financial resources" below.

Restructuring Plans Subject to Homologation (piani di ristrutturazione soggetti a omologazione) under Article 64-bis of the Insolvency Code

The restructuring plans subject to homologation (*piani di ristrutturazione soggetti a omologazione*) under Articles 64-*bis* and 64-*ter* of the Insolvency Code constitute a novelty in the business and crisis and insolvency legal framework. Pursuant to this new tool, which is available to debtors which are insolvent or are facing a state of crisis, the distribution rules of regular insolvency proceedings can be disregarded, *provided* that certain strict requirements are met.

More precisely, by virtue of this instrument, pursuant to which the creditors must be divided into classes according to homogeneous legal positions and economic interests, the debtor may distribute to the creditors the value generated by the plan even in derogation of the provisions governing the ranking/statutory order of claims (principle of "*par condicio creditorum*"), *provided* that the proposal is approved by unanimous consent of the classes. The plan may also envisage the settlement of Tax Authorities/Social Security Authorities credits pursuant to the terms and conditions set forth under the Insolvency Code.

The restructuring plans subject to homologation (piani di ristrutturazione soggetti a omologazione) shall provide for payment in full, by means of cash, of claims secured by the privilege under Article 2751-bis no. 1 of the Italian Civil Code (i.e., salaries) within 30 days of homologation and must be certified, as to the truthfulness of the company data and the feasibility of the plan, by an independent professional meeting the requirements of the Insolvency Code.

The debtor shall file the restructuring plans subject to homologation (*piani di ristrutturazione soggetti a omologazione*) before the courts together with all relevant documents provided under the Insolvency Code. The court shall assess the regular filing and the correctness of the criteria for the formation of the classes: in this case, the courts appoint the judicial commissioner, the delegated judge and set the deadlines for the creditors to vote. The following phase must follow the steps of the common framework applicable to all restructuring tools and frameworks (i.e., composition with creditors proceeding (*concordato preventivo*), debt-restructuring agreement (*accordi di ristrutturazione dei debiti*) and judicial liquidation (liquidazione giudiziale).

From the date of filing of the petition until the homologation, the entrepreneur maintains the ordinary and extraordinary management of the company in the prevailing interest of the creditors under the supervision of the judicial commissioner.

There is no "automatic stay": nevertheless, the debtor can file a specific request for the application of the stay of action, to stop/block enforcement and/or pre-cautionary actions by creditors over its assets up until the homologation of the agreement (and such request can be filed also pending the negotiations for the debt-restructuring agreement (*accordo di ristrutturazione dei debiti*)). Final decision on such request (which is provisionally effective) shall be taken by the competent courts and the length of such stay of action period is for maximum four months (subject to extensions under certain circumstances, in any case not exceeding an overall period of 12 months). During the stay-of-action period the judicial liquidation (*liquidazione giudiziale*) cannot be opened by the courts.

In each class, the proposal is approved if a majority of the claims allowed to vote is reached or, failing that, if two-thirds of the claims of the voting creditors have voted in favor, provided that creditors holding at least half of the total claims of the same class have voted. Secured creditors are not admitted voting if they are repaid in full (by means of cash) within 180 days (reduced to 30 days for employees) after the homologation without any waiver to their security interests.

If the restructuring plan (*piano di ristrutturazione*) is not approved by all classes, the debtor, inter alia, may amend the application by making a proposal for a composition with creditors (*concordato preventivo*).

The court will homologate the restructuring plan (*piano di ristrutturazione*) in the event of approval by all classes. If a dissenting creditor objects to the proposal, the court will approve and homologate the restructuring plan if the

proposal satisfies the claim to a not lesser extent than the one resulting from a judicial liquidation. A creditor that has not objected to the lack of convenience in its observations may not file an objection referred before, unless it proves such the lack of objection was due to a cause not attributable to it.

Against the judgment of the court ruling on the homologation of the restructuring plan subject to homologation (*piano di ristrutturazione soggetto a omologazione*), the parties may file an appeal before the competent court of appeal within the term of 30 days from the notification of the relevant judgement of the court.

Acts, payments, and guarantees/security interest on the debtor's assets carried out in execution of the homologated restructuring plans subject to homologation (*piani di ristrutturazione soggetti a omologazione*) and indicated therein are not subject to claw-back action pursuant to Article 166 of the Insolvency Code.

If the plan provides (also before homologation) for the transfer of a business unit (or one or more business units), the debtor may ask the Tribunal to authorize such transfer without application of the effects of Article 2560 para. 2 of the Italian Civil Code (but without prejudice to Article 2112 of the Italian Civil Code). In such event, the Tribunal shall assess – inter alia – that the transfer is functional to the business continuity and the best satisfaction for creditors, as well as compliance with the principle of competitiveness in the selection of the buyer.

For the analysis of the rules provided under Article 99, 101 and 102 of the Insolvency Code – which apply also to restructuring plan subject to homologation to the extent compatible (*in quanto compatibili*) - regulating the possibility to incur super-senior financings please see the specific section under paragraph "New financial resources" below.

Extraordinary Administration for Large Insolvent Companies (amministrazione straordinaria delle grandi imprese in stato di insolvenza) under the Decree 270

Decree 270 introduced a specific extraordinary administration procedure applicable to insolvencies of large industrial and commercial enterprises (the *Prodi-bis* procedure). To be eligible, the relevant company must be insolvent, but demonstrating serious recovery prospects. To qualify for this procedure, the debtor company must have employed at least 200 employees in the year preceding the commencement of the procedure. In addition, it must have debts equal to at least two-thirds of its assets as shown in its financial statements and two-thirds of its income from sales and services during its last financial year. Any of the creditors, the debtor, a court or the public prosecutor may make a petition to commence an extraordinary administration procedure. The same rules set forth for judicial liquidation with respect to existing contracts and creditors' claims largely apply to extraordinary administration proceedings. Preferential payment is granted to those credits (even unsecured) accrued to allow the conduct of the company's business activity.

There are two main phases: a "judicial phase" and an "administrative phase."

- *Judicial Phase*. In the judicial phase, the court determines whether the company meets the admission criteria and whether it is insolvent. It then issues a decision to that effect and appoints up to three judicial receivers (*commissario giudiziale*) to investigate whether the company has serious prospects for recovery via a business sale or reorganization. The judicial receiver files a report with the court within 30 days, and within 10 days from such filing, the Italian Ministry of Enterprises and Made in Italy (*Ministro delle Imprese e del* Made in Italy), formerly Minister of Economic Development (*Ministero dello sviluppo economico*) (the "Ministry") shall file an opinion on the admission of the company to the extraordinary administration procedure. The court then decides (within 30 days from the filing of the report) whether to admit the company to the procedure or to place it into judicial liquidation.

- *Administrative Phase*. Assuming that the company is admitted to the extraordinary administration procedure, the administrative phase begins and an extraordinary commissioner (or commissioners) is appointed by the Ministry. The extraordinary commissioner(s) prepare(s) a plan which can provide for either the sale of the business as a going concern within one year (unless extended by the Ministry) (the "Disposal Plan") or a reorganization leading to the company's economic and financial recovery within two years (unless extended by the Ministry) (the "Recovery Plan"). The plan may also include an arrangement with creditors (for example, a debt for equity swap, an issue of shares in a new company to whom the

assets of the company have been transferred, etc.) (*concordato*). The plan must be approved by the Ministry within 30 days from submission by the extraordinary commissioner.

In addition, the extraordinary commissioner draws up a report every three months on the financial condition and interim management of the company and sends it to the Ministry.

Once the extraordinary administration procedure has been approved, the principal effects are as follows:

(i) the company continues to carry out its business and debts incurred during the extraordinary administration are treated as priority claims which rank ahead of the claims of creditors whose rights accrued prior to the commencement of the extraordinary administration procedure and may be paid as they fall due;

(ii) the extraordinary commissioner(s) is/are entitled to terminate pending contracts to which the company is a party.

Furthermore, in the context of the Prodi-bis procedure a debt-restructuring plan is approved exclusively by the Ministry but is not subject to any vote by creditors.

The procedure ends upon successful completion of either a Disposal Plan or a Recovery Plan, failing which the company will be put into liquidation. If the Disposal Plan is approved, the extraordinary commissioner(s) can initiate claw-back actions according to the avoidance provisions set forth with respect to judicial liquidation. If acts such as those that could be declared ineffective at the request of the receiver (see above) are put in place among companies belonging to the same group, the claw-back period is extended to up to three or five years.

Industrial Restructuring of Large Insolvent Companies (Ristrutturazione Industriale di Grandi Imprese in Stato di Insolvenza) under the Decree 347

Introduced in 2003 pursuant to Decree 347, this procedure is also known as the "Marzano procedure." It is complementary to the *Prodi-bis* procedure and, except as otherwise provided, the same provisions apply. The Marzano procedure is intended to work faster than the Prodi-bis procedure. For example, although a company must be insolvent, the application to the Ministry can be made before the court commences the administrative phase.

The Marzano procedure only applies to large insolvent companies which, on a consolidated basis, have at least 500 employees in the year before the procedure is commenced and at least €300 million of debt (including those from outstanding guarantees). The decision whether to open a Marzano procedure is taken by the Ministry following the debtor's request (who must also file an application for the declaration of insolvency). The Ministry assesses whether the relevant requirements are met and then appoints the extraordinary commissioner(s) who will manage the company. The court also decides on the company's insolvency.

The extraordinary commissioner(s) has/have 180 days (or 270 days if the Ministry so agrees) to submit a Disposal Plan or Recovery Plan. The restructuring through the Disposal Plan or the Recovery Plan must be completed within, respectively, one year (extendable to two years) and two years. If no Disposal Plan or Recovery Plan is approved by the Ministry, the court will declare the opening of the judicial liquidation.

A restructuring plan proposed in the context of a Marzano procedure may include a composition plan, with the possibility to divide creditors into classes, with different treatment applicable to creditors belonging to different classes and with proposals for a write-off of any obligations owed by the debtor and/or a conversion of debt securities (such as the Securities) into shares of the debtor company or any of its group companies. The composition plan is approved if it obtains the favorable vote of creditors representing a majority of the claims allowed to vote. Where there are multiple classes of creditors, the composition plan is approved if it reports the favorable vote of creditors representing a majority of the claims allowed to vote in the same class. Creditors who do not send in their votes or who do not qualify themselves to vote within the assigned deadline shall be deemed to be in favor of the approval of the composition plan.

Unlike in the Prodi-bis procedure, in the Marzano procedure the extraordinary commissioner(s) can initiate claw-back actions also if a Recovery Plan is approved, *provided* that this results in a material benefit for the creditors.

As a general consideration, please note that, pursuant to the claw-back rules applicable to extraordinary administration (i) the hardening period would be calculated with reference to the date of the insolvency declaration; and (ii) as far as intercompany transactions only are concerned, longer hardening periods (i.e., 5 years or 3 years, depending on the kind of transactions) would be applicable.

Law Decree No. 4/2024 (as converted into law by Law no. 28/2024) amended Article 2, para. 2 of the Law Decree 347 providing that in the cases of companies directly or indirectly owned by state public administrations (excluding those issuing shares listed on regulated stock exchanges) admission to the Marzano procedure of companies operating one or more industrial plants having a national strategic relevance may occur upon request of shareholders holding, individually or jointly, at least 30 per cent of the company's shares, provided that the shareholders have communicated to the managing body of the company that the requirements for the admission to the procedure are met and the managing body of the company has either failed to submit the application for the admission to the procedure within the subsequent 15 days or within the same 15 days' term refused to file the petition at hand. From the moment of submission of the request by the shareholders, and until the closure of the Marzano procedure or until the Court's decision declaring the absence of the requirements for the opening of the procedure becomes final, the company cannot file the petition for the commencement of a negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) nor pursue any restructuring proceedings provided for by the Insolvency Code. If on the date of submission of the application for admission to the extraordinary administration procedure the petition for the appointment of the expert provided for the negotiated crisis composition procedure (*composizione negoziata per la soluzione della crisi di impresa*) is filed, the application is dismissed.

Compulsory Administrative Winding-Up (liquidazione coatta amministrativa) under Insolvency Code

The compulsory administrative winding-up (*liquidazione coatta amministrativa*), provided under Article 293 and ff. of the Insolvency Code, is only available for public interest entities such as state-controlled companies, insurance companies, credit institutions and other financial institutions, none of which can be wound up pursuant to judicial liquidation proceedings, save for a different indication under Italian law. It is irrelevant whether these companies belong to the public or the private sector.

The compulsory administrative winding-up (*liquidazione coatta amministrativa*), is special insolvency proceedings in that the entity is liquidated not by the court but by the relevant administrative authority that oversees the industry in which the entity is active. The procedure may be triggered not only by the insolvency of the relevant entity, but also by other grounds expressly provided for by the relevant legal provisions (e.g., in respect of Italian banks, serious irregularities concerning the management of the bank or serious violations of the applicable legal, administrative or statutory provisions).

The effect of this procedure is that the entity loses control over its assets and a liquidator (*commissario liquidatore*) is appointed to wind up the company by the relevant governmental authority (e.g., the Bank of Italy or the Ministry, which are competent for the filing of an application for a declaration of insolvency with the subsequent opening of the compulsory administrative winding-up proceeding). The liquidator's actions are monitored by a steering committee (*comitato di sorveglianza*).

The powers granted to the delegated judge and the court under the other insolvency proceedings are assumed by the relevant administrative authority under this procedure.

The effect of the compulsory administrative winding-up (*liquidazione coatta amministrativa*) on creditors is largely the same as under insolvency proceedings and includes, for example, a ban on enforcement measures. The same rules set forth for insolvency proceedings with respect to existing contracts and creditors' claims largely apply to a compulsory administrative winding-up (*liquidazione coatta amministrativa*).

Common Rules for Pre-judicial Liquidation Restructuring Frameworks (strumenti di regolazione della crisi e dell'insolvenza della società)

In order to facilitate access and filing of restructuring procedures by the Italian companies, Articles 120-bis and ff. of the Insolvency Code have been enacted, introducing a set of rules applicable to all pre-judicial liquidation restructuring tools (*strumenti di regolazione della crisi e dell'insolvenza*). Among other things, pursuant to Article 120-bis, paragraph 2 of the Insolvency Code and the purposes of a successful restructuring, the plan may provide for

"any modification of the articles of association of the debtor company, including capital increases and reductions, including with limitation or exclusion of the option right and other modifications that directly affect the shareholders' participation rights, as well as for mergers, demergers and transformations." Shareholders, who may no longer have an interest in the company, are prevented from hindering the restructuring or even one of its stages. For this reason, pursuant to Article 120-*bis*, paragraphs 3 and 4 of the Insolvency Code, the shareholders, while retaining a right to information in relation to both the initiation and the progress of the restructuring process, may not remove the directors without just cause, as is the case for the statutory auditors of joint stock companies, also in light of the fact that under the provisions of the Insolvency Code it is not considered as being just cause for directors' removal, the filing for access to the pre- judicial liquidation restructuring tools (*strumenti di regolazione della crisi e dell'insolvenza*) when the related legal conditions and requirements are met. However, pursuant to Article 120-bis, paragraph 5, shareholders representing at least 10% of the filing company's corporate capital may make a competing proposal.

The plan may provide for the formation of one class of shareholders or several classes if there are shareholders to whom different rights are granted by the by-laws, including as a result of the changes provided for in the plan. The formation of classes is, however, mandatory if the plan provides for changes that directly affect the shareholders' participation rights and, in any case, for large companies and companies with widespread capital. In this context, special conditions for approval of the arrangement are set out pursuant to Article 120-quater of the Insolvency Code when and if the plan provides for shareholder attributions. Specific rules are then provided to ensure that creditors' interests are protected in all cases in which the restructuring tool envisages shareholders to retain a participation in the company with a certain value.

Article 120-*quinquies* of the Insolvency Code, regulates the execution phase of such measure. In order to avoid any obstructive attitude of the shareholders towards the approval of the restructuring tool, this provision expressly excludes the necessity for their approval and/or resolution on the implementation of such restructuring tool, by providing that the judgment homologating the pre-judicial liquidation restructuring tools (*strumenti di regolazione della crisi e dell'insolvenza*) determines any amendments to the bylaws provided for in the plan, including capital increases and reductions, including with limitation or exclusion of the option right, and other amendments that directly affect the shareholders' participation rights, and takes the place of the resolutions of the transformation, merger and demerger operations. The court demands to the directors to take such executive actions as may be necessary. Finally, it is stipulated that changes in the corporate structure resulting from the implementation of a pre-judicial liquidation restructuring tools (*strumenti di regolazione della crisi e dell'insolvenza*) shall not be considered as and constitute cause for the termination or amendment of any agreement entered into by the debtor with third parties.

Articles 284 and ff. of the Insolvency Code contain specific rules regarding (i) the access of a group to one of the pre-judicial liquidation restructuring tools (*strumenti di regolazione della crisi e dell'insolvenza*) aiming at unifying – to the extent possible – the relevant proceedings; (ii) liability lawsuits available to the receiver; and (iii) subordination of claims.

Adequate Organizational, Administrative and Accounting Corporate Structures

The Insolvency Code has introduced the definition of the organizational, administrative and accounting structures (*assetto organizzativo, amministrativo e contabile*) of a company which are deemed to be adequate (*adeguato*) under Article 2086 of the Italian Civil Code, required by the applicable regulations for the purpose of timely detection of the state of crisis and the undertaking of suitable initiatives by the debtor.

More precisely, Article 3 of the Insolvency Code requires the entrepreneur to adopt an appropriate organizational structure in accordance with Article 2086 of the Italian Civil Code, for the purpose of timely detection of the crisis of the company as well as the timely undertaking of suitable initiatives to overcome the crisis and recover business continuity.

Pursuant to Article 3 of the Insolvency Code:

(i) for the purpose of the timely detection of the company's state of crisis, the measures and structures deemed to be adequate should make it possible to:

(a) detect any imbalances of an equity or economic-financial nature, related to the specific characteristics of the company as well as to the business activity carried out by the debtor;

(b) verify the non-sustainability of debts and the absence of prospects for business continuity for the next 12 months as well as the warning signs identified by Article 3, para. 4 of the Insolvency Code; and

(c) derive the information necessary to follow the detailed checklist and conduct the practical test for the reasonable pursuit of the debtor's financial recovery.

(i) the warning signs are identified, inter alia, as follows:

(a) the existence of payroll debts overdue for at least 30 days equal to more than half of the total monthly payroll amount;

(b) the existence of receivables owed to suppliers that are at least 90 days past due in an amount greater than the amount of receivables that are not past due;

(c) the existence of exposures to banks and other financial intermediaries that have been past due for more than 60 days or have exceeded the limit of credit facilities obtained in any form for at least 60 days provided that they represent in the aggregate at least 5% of the total exposures; and

(d) the existence of one or more exposures to certain public institutions listed under Article 25-novies of the Insolvency Code.

New Financial Resources

Please find below a brief summary of the main features of the provisions concerning different available financings under the Insolvency Code.

The provisions under Article 99, 101 and 102 of the Insolvency Code apply to the composition with creditors (*concordato preventivo*) as well as to (i) debt-restructuring agreements (*accordi di ristrutturazione dei debiti*) pursuant to the reference in Article 57, para. 4-*bis*, of the Insolvency Code; and to (ii) restructuring plans subject to homologation (*piani di ristrutturazione soggetti a omologazione*) pursuant to the reference included in Article 64-bis para. 9 of the Insolvency Code (to the extent compatible (in quanto compatibili)).

Interim Financings – Article 99, Paragraphs from 1 to 4 of the Insolvency Code

Pursuant to Article 99, para. 1 and 2, of the Insolvency Code, in the context of restructuring transactions on a going concern basis (*continuazione dell'attività aziendale*), also in cases in which business continuity is maintained exclusively in a view of liquidation, upon the debtor's request, the court may authorize the debtor to be granted with new super-senior loans (*finanziamenti prededucibili*) and to secure such indebtedness, subject to the court's authorization, with *in rem* security (*garanzie reali*), or by assigning claims, aimed at supporting business continuity until the homologation of a debt-restructuring agreements (*accordo di ristrutturazione dei debiti*) or of a composition with creditors proceeding (*concordato preventivo*) or at opening or conducting such proceedings, *provided* that the petition (which may also be a "simplified petition" pursuant to Article 44 of the Insolvency Code) specifies:

(i) the purpose of the financing;

(ii) that the debtor is unable to otherwise obtain the required funds; and

(iii) that the absence of such financing will entail an imminent and irreparable prejudice to the going concern or to the proceedings.

The petition shall be accompanied by the report of the expert appointed by the debtor in which he/she, having verified the overall financial needs of the company until the homologation, declares that the new loans are functional to the continuity of the business activities until the homologation of the relevant insolvency proceedings or to the opening of the proceedings or to conduct them and, in any case, are aimed at providing a better satisfaction of the rights of the creditors. The expert report is not necessary in case the court recognizes that there is the urgent need to

avoid an imminent and irreparable prejudice to the going concern. In the event of the subsequent admission of the debtor to the judicial liquidation (*liquidazione giudiziale*), the aforementioned financings do not benefit from the super-senior priority (*prededucibilità*) in case the petition or the expert report contain false data or omit important information or in case the debtor performed acts in fraud of the creditors (*atti in frode ai creditori*) and the receiver proves that those who made available such financings to the debtor, had knowledge of such circumstances at the date of the disbursement.

Bridge Financings – Article 99, para. 5 of the Insolvency Code

Pursuant to Article 99, para. 5, of the Insolvency Code (also recalled by Article 57, paragraph 4-bis of the Insolvency Code), loans (together with the related claims) granted, in any form, in view of the filing of a petition for the homologation of a debt-restructuring agreement (*accordo di ristrutturazione dei debiti*) a restructuring plan subject to homologation (*piano di ristrutturazione soggetto a omologazione*) or a composition with creditors proceeding (*concordato preventivo*) (*finanza ponte*), may be rank super-senior (*prededucibili*) provided that (i) they meet the requirements of Article 99, para. 1 and 2 (as outlined above), and (ii) they are provided under the relevant plan and provided that super-seniority (*prededucibilità*) is expressly provided for in the decree by means of which the court accepts the application for admission to the composition with creditors proceeding (*concordato preventivo*) or homologate the restructuring agreement (*accordo di ristrutturazione*) or the restructuring plan subject to homologation (*piano di ristrutturazione soggetto a omologazione*).

The indebtedness under such loans may be secured, subject to the court's authorization, with in rem security (*garanzie reali*), or by assigning claims.

Implementation Financing – Article 101 of the Insolvency Code

Pursuant to Article 101 of the Insolvency Code (also recalled by Articles 57, paragraph 4-bis and 64-bis of the Insolvency Code), in the context of restructuring transactions on a going concern basis (*continuazione dell'attività aziendale*), any loan granted to the debtor as implementation of a homologated composition with creditors proceeding (*concordato preventivo*) or debt-restructuring agreement (*accordo di ristrutturazione*) or restructuring plan subject to homologation (*piano di ristrutturazione soggetto a omologazione*) ranks super-senior (*prededucibile*) to the extent that such loan is expressly provided under the relevant homologated plan providing for the continuation of the business activity.

In the event of the subsequent admission of the debtor to the judicial liquidation (*liquidazione giudiziale*), the abovementioned loans do not benefit from the super senior priority (*prededucibilità*) in case the plan of the composition with creditors proceeding (*concordato preventivo*) or of the debt restructuring agreement (*accordo di ristrutturazione*), on the basis of an assessment to be made at the time of the relevant filing, results to be based upon false data or omission of relevant information or in case the debtor performed acts in fraud of the creditors (*atti in frode ai creditori*) and the receiver proves that who made available such financings to the debtor, had knowledge of such circumstances at the date of the disbursement.

The Shareholders' Financing – Article 102 of the Insolvency Code

Pursuant to Article 102, para. 1 of the Insolvency Code (also recalled by Articles 57, paragraph 4-bis and 64-bis of the Insolvency Code), super-seniority (*prededucibilità*) set forth by Articles 99 and 101 of the Insolvency Code is granted also for claims up to 80% of the value of shareholder loans that have been granted to the company in any form (including any guarantee facility or granting counter-indemnities) in implementation or in anticipation of a homologated composition with creditors proceeding (*concordato preventivo*) or debt restructuring agreement (*accordo di ristrutturazione*) or restructuring plan subject to homologation (*piano di ristrutturazione soggetto a omologazione*) (also by way of derogation from the statutory subordination regime provided under the Italian Civil Code with respect to loans granted to limited liability companies by its shareholders or by entities that exercise direction and coordination activities).

According to para. 2 of Article 102 of the Insolvency Code, if the lender becomes a shareholder only following the execution of the composition with creditors proceeding (*concordato preventivo*) or the debt-restructuring agreement (*accordo di ristrutturazione*) or restructuring plan subject to homologation (*piano di ristrutturazione soggetto a omologazione*), the superior seniority will apply to the entire amount of the loan.

Super Senior Ranking – Article 99 para. 6 and Article 101 para. 2 of the Insolvency Code

Pursuant to Article 6, para. 1 of the Insolvency Code, provided that the relevant requirements are met, the claims deriving from the bridge financings, interim financings and implementation financings are super-senior (*prededucibili*) by operation of law.

According to Article 6, para. 2 of the Insolvency Code, the super-seniority (*prededucibilità*) applies in the context of the concursus (*concorso*) among creditors in insolvency proceedings and even when multiple insolvency proceedings follow one another.

In specific cases, the abovementioned loans may not rank super-senior in case of judicial liquidation, if, inter alia, the receiver proves that acts of fraud were committed by debtor.

With reference to interim financings and bridge financings, Article 99 para. 6 of the Insolvency Code provides that, in case of the opening of a judicial liquidation (*liquidazione giudiziale*), such financings (although authorized by the court in the context of the composition with creditors proceeding (*concordato preventivo*) or the debt-restructuring agreement (*accordo di ristrutturazione*) do not benefit from super senior ranking when it is proved (jointly) that: (i) the request or the independent expert report contains false data or omits relevant information, or when the debtor has committed acts to defraud creditors in order to obtain the authorization; and (ii) the receiver proves that the lender, at the date of granting of the loan, was aware of the abovementioned circumstances. With reference to implementation financings, Article 101 para. 2 of the Insolvency Code provides that such loans do not benefit from the super-seniority (*prededucibilità*), in case of the opening of a judicial liquidation (*liquidazione giudiziale*) (alternatively): (i) when, based on an assessment to be made at the time of filing of the petition for the opening of the proceeding, the plan underlying the composition with creditors proceeding (*concordato preventivo*) or debt-restructuring agreement (*accordo di ristrutturazione*) turns out to be based on false data or on the omission of relevant information; or (ii) when the debtor has carried out acts of fraud towards its creditors and the receiver proves that the lenders providing the loans were aware of such circumstances at the time of the establishment of the financings.

Certain Italian Law Considerations in Relation to Guarantees and Security Interests and Certain Other Additional Italian Legal Considerations

Corporate Benefit and Financial Assistance Issues under Italian Law

Under Italian law, the entry into of a transaction (including the creation of a security interest or the granting of a guarantee) by a company incorporated under Italian law must be permitted by the applicable laws and by its by-laws (*statuto sociale*) and is subject to compliance with the rules on corporate benefit, corporate authorization and certain other Italian mandatory provisions. If a security interest or a guarantee is being provided in the context of an acquisition, group reorganization, refinancing or restructuring, financial assistance issues may also be triggered.

Corporate Benefit

An Italian company entering into a transaction (including granting a guarantee or a security interest) must receive a real and adequate benefit in exchange for the guarantee or the security interest being provided by such company. The concept of a real and adequate benefit is not specifically defined in the applicable legislation, is assessed and determined by a factual analysis on a case-by-case basis and its existence is a business decision of the directors and the statutory auditors, if any. As a general rule, corporate benefit is to be assessed at the level of the relevant company on a stand-alone basis, although upon certain circumstances and subject to specific rules the interest of the group to which such company belongs may also be taken into consideration.

As a general rule, absence of a real and adequate corporate benefit could render the transaction (including granting a security interest or a guarantee entered into) by an Italian company ultra vires and potentially affected by conflict of interest, and the related corporate resolutions adopted by the shareholders and directors may be the subject matter of challenges and annulment. Civil liabilities also may be imposed on the directors of an Italian grantor if it is assessed that they did not act in the best interest of the grantor and that the acts they carried out do not fall within the corporate purpose of the company or were against mandatory provisions of Italian law. The lack of corporate benefit could also result in the imposition of civil liabilities on those companies or persons ultimately exercising control over the Italian grantor or having knowingly received an advantage or profit from such improper control. Moreover, if the lack of

corporate benefit was known or presumed to be known by the third party and such third party acted intentionally against the interest of the Italian company, this could have an impact on the effectiveness and enforceability of the security interest or guarantee granted by such Italian company.

The above principles on corporate benefit apply equally to up-stream, cross-stream and down-stream guarantees or security interests granted by Italian companies.

In relation to guarantees, while corporate benefit for a downstream guarantee (i.e., a guarantee granted to guarantee financial obligations of direct or indirect subsidiaries of the relevant grantor) can usually be easily proved, the validity and effectiveness of an upstream or cross-stream guarantee (i.e., a guarantee granted to guarantee financial obligations of the direct or indirect parent or sister companies of the relevant grantor) granted by an entity organized under the laws of Italy depend on the existence of a real and adequate benefit in exchange for the granted guarantee and may be challenged unless it can be proved that the grantor may derive adequate benefits or advantages from the granting of such guarantee. The general rule is that the risk assumed by an Italian grantor of guarantee must not be disproportionate to the direct or indirect economic benefit to it. In particular, in case of upstream and cross-stream guarantees for the financial obligations of group companies, examples may include financial consideration in the form of access to cash flows through intercompany loans from other members of that group or other economic benefit accruing to the Italian grantor in the context of the overall transaction.

Financial Assistance

Save for specific exceptions, it is unlawful under Italian laws for a company to give financial assistance (whether by means of loans, security, guarantees or otherwise) to support the acquisition or subscription by a third party of its own shares or quotas or those of any entity that (directly or indirectly) controls the Italian company, and any loan, guarantee given or granted in breach of these provisions is null and void. Financial assistance for refinancing indebtedness originally incurred for the purchase or subscription of its own shares or quotas or those of its direct or indirect parent company would also be a violation of financial assistance provisions. In addition, directors may be personally liable for failure to act in the best interests of the company.

Subject to the foregoing, the Guarantees by any Italian Guarantor are subject to certain restrictions or limitations, including, *inter alia*:

- the Guarantees will not secure any amounts the purpose of which is, directly or indirectly, the acquisition or the subscription in any shares in such Italian Guarantor and/or any of its direct and indirect holding companies in the context of the acquisition, in accordance with the provisions of Article 2358 and/or Article 2474, as the case may be, of the Italian Civil Code;

- the Guarantees will be in any case limited to, and will not exceed, the amount of any intercompany loans, or other financial support in any form, advanced to such Italian Guarantor (or any of its direct or indirect subsidiaries pursuant to Article 2359, paragraph 1, numbers 1 and/or 2, of the Italian Civil Code) by any member of the Group on or after the Issue Date using the proceeds of the Notes; and

- the Guarantees will be limited to a specific maximum amount, pursuant to Article 1938 of the Italian Civil Code.

Certain Limitations on Enforcement

The enforcement of security interests by creditors in Italy can be complex and time consuming, especially in a liquidation scenario, given that Italian courts maintain a significant role in the enforcement process in comparison to other jurisdictions with which the holders of the Notes may be familiar. The two primary goals of the Italian law are first, to maintain employment, and second, to liquidate the debtor's assets for the satisfaction of creditors. These competing goals often have been balanced by the sale of businesses as going concerns and by ensuring that employees are transferred along with the businesses being sold.

Under Italian law, in the event that an entity becomes subject to insolvency proceedings, guarantees and security interests given by it or by way of a trust or parallel debt obligation could be subject to potential challenges by the appointed receiver (*curatore*) or by other creditors under the rules of ineffectiveness or avoidance or claw-back of

Insolvency Code and the relevant law on the non-insolvency avoidance or claw-back of transactions made by the debtor during a certain legally specified period (the "suspect period"). For a more detailed explanation of the terms, conditions and consequences of claw-back actions in an insolvency scenario, see "—Judicial liquidation *(liquidazione giudiziale*) under the Insolvency Code" above.

If challenged successfully, a guarantee or a security interest may become unenforceable and any amounts received must be refunded to the insolvent estate. To the extent that the grant of any security interest or guarantee is voided, holders of the Notes could lose the benefit of the security interest or guarantee and may not be able to recover any amounts under the related security documents.

Pursuant to Italian law, the enforcement of any claims, obligations, security interest and rights in general may be subject to, *inter alia*, the following aspects:

- the enforcement of obligations may be limited by the insolvency proceedings listed below relating to or affecting the rights of creditors;
- an Italian court will not necessarily grant any specific enforcement or precautionary measures, the availability of which is subject to the discretion of the Italian court;
- with respect to contracts providing for mutual obligations (*contratti a prestazioni corrispettive*), each party can refuse to perform its obligation if the other party does not perform or does not offer to perform its own obligation thereunder, in accordance with and subject to the provisions of Article 1460 of the Italian Civil Code;
- claims arising under Italian law governed documents may become barred under the provision of Italian law concerning prescriptions and limitations by the lapse of time (*prescrizioni e decadenze*) or may be or become subject to a claim of set-off (*compensazione*) or to counterclaim;
- pursuant to Article 1241 and following of the Italian Civil Code concerning set-off of reciprocal obligations (*compensazione*), persons who have reciprocal debt obligations may set-off such obligations for the correspondent amount when both such debt obligations have as an object a pecuniary obligation or fungible assets of the same kind and are equally liquid and payable;
- where any party to any agreement or instrument is vested with discretion or may determine a matter in its opinion, Italian law may require that such discretion is exercised reasonably or that such opinion is based on reasonable grounds;
- the enforceability in Italy of obligations or contractual provisions governed by a foreign law may be limited by the application of Italian overriding mandatory provisions (*norme di applicazione necessaria*) and by the fact that the relevant provisions of foreign laws may be deemed contrary to Italian public policy principles and there is no case law setting out specific criteria for the application of such legal concepts under Italian law;
- there is some possibility that an Italian court could hold that a judgment on a particular agreement or instrument, whether given in an Italian court or elsewhere, would supersede such agreement or instrument to all intents and purposes, so that any obligation thereunder which by its terms would survive such judgment might not be held to do so;
- enforcement of obligations may be invalidated by reason of fraud or abuse of the law (*abuso del diritto*);
- the enforceability of an obligation pursuant to the terms set forth in any agreement or instrument may be subject to the interpretation of an Italian court which may carry out such interpretation pursuant to the provisions of Articles 1362 and following of the Italian Civil Code;
- any question as to whether or not any provision of any agreement or instrument which is illegal, invalid, not binding, unenforceable or void may be severed from the other provisions thereof in order to save those other provisions would be determined by an Italian court on the basis of the interpretation of intention of

the parties, taking also into account the conduct of the parties following the execution of such agreement or instrument (Article 1419 of the Italian Civil Code);

- an Italian company, either directly or indirectly, cannot grant loans or provide security interest for the purchase or subscription of its own shares unless the strict requirements provided for the Italian Civil Code are satisfied;

- an Italian company must have a specific corporate interest in guaranteeing or securing financial obligations of its parent company or any other companies, whether related or unrelated, such interest being determined by the relevant company on a case-by-case basis;

- in case of judicial liquidation, a receiver (*curatore*) is appointed by the court to administer the proceeding under the supervision of the relevant court and creditors' committee and creditors cannot start or continue individual foreclosure actions (including the enforcement of security interests) against the debtor (automatic stay). Furthermore, the sale of the relevant pledged assets is carried out by such receiver unless the pledgee is expressly authorized by the relevant court;

- the preemption rights (*prelazione*) granted by a pledge extend to interest accrued in the year in which the date of the relevant seizure/attachment or adjudication in insolvency proceedings falls (or, in the absence of seizure/attachment, at the date of the notification of the payment demand (*precetto*) and extend, moreover, to interest accrued and to accrue thereafter, but only to the extent of legal interest and until the date of the forced sale occurred in the context of the relevant foreclosure proceeding/judicial liquidation proceedings);

- in order to oppose an assignment to any third party, it will be necessary to notify such assignment to the relevant debtor or make such debtor to accept it by an instrument bearing an undisputable date (*data certa*); the priority of such assignment will be determined accordingly. One way of ensuring that a document has an indisputable date is that of ensuring that the execution of the relevant document by one of the parties to it is witnessed by a notary who states the date of witnessing on the document;

- there could be circumstances in which Italian law would not give effect to provisions concerning advance waivers or forfeitures;

- the effectiveness of terms exculpating a party from liability or duties otherwise owed is prevented by Italian law in the event of gross negligence (*colpa grave*), willful misconduct (*dolo*) or the violation of mandatory provisions;

- penalties and liquidated damages (*penali*) may be equitably reduced by a court;

- any obligation of an Italian company and/or any obligation secured or guaranteed by an Italian company, which is in violation of certain Italian mandatory or public policy rules (including, among others, any obligation to pay: (i) any portion of interest exceeding the thresholds of the interest rate, permitted under the Italian Usury Law, and (ii) any portion of interest deriving from any compounding of interest which does not comply with Italian law, including Article 1283 of the Italian Civil Code, according to which, accrued and unpaid interest can be capitalized only after legal proceedings to recover the debt were started or in the event the interest were unpaid and capitalized for not less than six months based on an agreement executed after the relevant maturity date and Article 120 of the Italian Banking Act) may not be enforceable;

- if a party to an agreement is aware of the invalidity of that agreement and does not inform the other parties to that agreement of such invalidity, it is liable for the damages suffered by such other parties as a consequence of having relied upon the validity of the agreement;

- Italian courts do not necessarily give full effect to an indemnity for the costs of enforcement or litigation;

- a security interest does not prevent creditors of the relevant debtor other than the pledge from continuing enforcement or enforcement proceedings on the assets secured by the relevant pledge; and

- in case of insolvency declaration of the grantor of the pledge over quotas or shares, the assets secured by the pledge could be freely sold to any third party in the context of the relevant insolvency proceeding and, as a consequence, the proceeds would be set aside for the prior satisfaction of the pledgee but the pledge would be terminated and, therefore, the latter would lose entitlement to the voting rights on the pledged quotas/shares.

In addition, under Italian law, in certain circumstances also in the ordinary course of business, an action can be brought by any creditor of a given debtor within five years from the date in which the latter enters into a guarantee, security, agreement and any other act by which it disposes of any of its assets, in order to seek a claw-back action (*azione revocatoria ordinaria*) pursuant to Article 2901 of the Italian Civil Code (which results in a declaration of ineffectiveness as to the acting creditor) of the applicable guarantee, security, agreement and other act that is purported to be prejudicial to the acting creditor's right of credit. An Italian court could revoke the applicable guarantee, security, agreement and other act only if it, in addition to the ascertainment of the prejudice, was to make the two following findings:

- that the debtor was aware of the prejudice which the act would cause to the rights of the acting creditor, or, if such act was done prior to the existence of the claim or credit, that the act was fraudulently designed for the purpose of prejudicing the satisfaction of the claim or credit; and

- that, in the case of non-gratuitous acts, the third party involved was aware of the relevant prejudice and, if the act was done prior to the existence of the claim or credit, that such third party participated in the fraudulent design.

Portugal

Viagens eDreams, a Guarantor of the Notes (the "Portuguese Guarantor"), is incorporated under the laws of Portugal.

Insolvency

The Portuguese insolvency law (approved by Decree-Law no. 53/2004, of March 18, and generally termed "CIRE" (*Código da Insolvência e da Recuperação de Empresas*), as amended) governs court insolvency proceedings, as opposed to out-of-court liquidation.

As a general rule insolvency proceedings governed by the CIRE are only available when the debtor is unable to pay its debts as they fall due and are applicable to all persons and entities, subject to certain exceptions, such as public entities, state-owned companies and insurance companies, credit institutions, financial companies, investment companies, which render services related with the holding of funds or securities on behalf of third parties, and collective investment schemes to the extent that the submission to the insolvency proceeding would be contradictory/incompatible with the special legal frameworks of such entities. These proceedings may lead either to the restructuring of the business (by the approval of an insolvency plan) or to the liquidation of the assets of the debtor. A debtor may apply for insolvency proceedings when it finds itself unable to meet its obligations as they become due or when it expects that it will shortly be unable to do so. In such cases, insolvency proceedings are available as a type of legal protection that the debtor may request in order to avoid the seizure of its assets by its creditors. Where a debtor becomes insolvent, failing to meet its current outstanding obligations on a regular basis, the debtor (or, in the case of a company, its directors) is under a legal obligation to file for insolvency proceedings.

Please note that in the case of legal entities, the debtor is also considered to be in an insolvency situation when, according to accounting criteria, the liabilities of the debtor clearly exceed its assets (balance sheet test).

There are two types of claims for the purposes of the insolvency proceedings: the insolvency claims (i.e. the debts to the creditors of the insolvent company, or *dívidas da insolvência*) and the costs and debts of the insolvency estate (*dívidas da massa insolvente*), including amongst others, costs of the proceedings and remuneration of the insolvency administrator which are paid prior to the insolvency claims.

Upon the issuance of a judgement opening the insolvency proceedings, the creditors of the insolvent debtor (including secured creditors) have to lodge all of their claims against the debtor, together with documentation to justify

such claims, within a period set out in the judgement of up to 30 days. Based on the documentation provided by the creditors and documentation held by the debtor, the insolvency administrator draws up a list of approved creditors and classifies them according to the categories established in the law:

(i) Secured credits: credits secured by in rem guarantees (*garantias reais*) including special statutory liens (*privilégios creditórios especiais*), up to the amount corresponding to the value of the assets subject to the in rem guarantees or to the special statutory liens, for example:

  (a) Real estate special statutory liens (for example, state credits related with real estate property tax "IMI");

  (b) Third parties credits (for example, mortgage, income assignment, pledge); and

  (c) Movable assets special statutory liens (for example, credits resulting from court expenses incurred in the interest of the creditors).

(ii) Privileged credits: credits secured by general statutory liens (*privilégios creditórios gerais*) over assets integrated in the insolvency estate up to the amount corresponding to the value of the assets subject to or the general statutory liens, for example:

  (a) Labor, tax and social security debts; and

  (b) Real estate general statutory liens.

(iii) Common credits: all credits not included in any other category.

(iv) Subordinated credits: classified as such by virtue of the underlying credit agreement or pursuant to law. Subordinated credits include, among others, credits held by parties in special relationships with the debtor, such as, in the case of an individual, credits held by his/her relatives; in the case of a legal entity, credits held by the members of the management body, group companies and controlling shareholders or shareholders in a group relationship, including intercompany loans. Certain subordinated creditors are not entitled to vote on the restructuring arrangement and usually subordinated creditors have very limited chances of collection, as a result of the subordinated ranking established by law.

The payment to creditors of the insolvent entity will be performed according to the credit ranking, being firstly paid the secured credits, followed by privileged credits (in the event of liquidation, they are the first to collect payment against the assets on which their debt is secured or over which they have privileges in the order established by law), common credits and finally subordinated credits. If the assets of the insolvency estate are insufficient to fully pay all creditors, the payment to common creditors will be made by apportionment amongst all creditors and in proportion of their credits. The payment of subordinated credits will only take place after full payment of common credits.

All creditors may be subject to restructuring arrangements. However, creditors can dispute the restructuring arrangement by opposing the insolvency plan and claiming that they will be in a worse position than if the restructuring plan was not approved. Please note that payments described above are discounted for the debts of the insolvency estate (*dívidas da massa insolvente*).

Insolvency proceedings are not compatible with other enforcement proceedings filed, or to be filed against the debtor.

The CIRE provides that, upon the insolvency of a debtor, acts entered into or omitted within the two years prior to the beginning of the insolvency proceeding may be cancelled in favor of the insolvency estate if they: (i) are detrimental to the insolvency estate (i.e. actions that reduce, frustrate, obstruct, jeopardize or delay the payment of the insolvency claims), and (ii) have been carried out in bad faith. The insolvency administrator has six months to cancel these actions from the moment it becomes aware of them, but may, as a rule, never do so after a two-year period has elapsed from the declaration of insolvency. Bad faith for these purposes is the knowledge, as of the date of the transaction in question, that (i) the debtor was insolvent, (ii) insolvency proceedings had been filed against the debtor or (iii) the transaction in question would be detrimental to the creditors of the debtor and such debtor was in an imminent insolvency. There is a rebuttable presumption of "bad faith" if the transaction is entered into within the two years prior to the commencement of insolvency proceedings and is made with certain related parties.

As an exception to the above rules, article 121 of the CIRE identifies certain actions that are automatically (*iuris et de lure*) considered as detrimental to the insolvency estate and that may be cancelled irrespective of bad faith. These actions include (i) acts entered into by the debtor within the two years prior to the beginning of the insolvency proceedings which can be qualified as a gratuity; (ii) payments or other forms of debt extinction made in the six-month period prior to the commencement of the insolvency proceedings and carried out in terms which are not market standard and that the creditor could not demand; (iii) payments or other forms of debt extinction made before the relevant credits had become due and that occurred in the six-month period prior to the commencement of the insolvency procedure or after such commencement but before the credits had become due; (iv) granting *in rem* security interests (*garantias reais*) to pre-existing credits or others that replace them in the six-month period prior to the commencement of the insolvency procedure; (v) granting *in rem* security interests (*garantias reais*) simultaneously with the creation of the secured obligation in the 60-day period prior to the commencement of the insolvency procedure; (vi) granting personal guarantees in the six-month period prior to the commencement of the insolvency procedure that do not relate to business transactions with a real interest to the debtor; (vii) reimbursement of shareholder's loans (*suprimentos*) occurred during the year before the beginning of the insolvency proceedings; (viii) actions and transactions carried out in the year prior to the beginning of the insolvency proceedings, in which the debtor's obligations clearly exceed those of the other party.

Under Portuguese law there is no legal concept of "trustee" or "parallel debt" and its use in the context of an insolvency proceeding subject to the CIRE may be disputed as (i) it may lead to argue that the holders of the Notes should not be ranked as guaranteed creditors since they do not have direct secured claims (as security was granted to the Security Agent), (ii) the holder of the Notes may not have the ability to directly enforce the security interest, (iii) there is a risk that the Security Agent would only be able to enforce the security interest against the debt that it individually holds, and not for the full amount owed to creditors for whom it may be acting as Security Agent and (iv) a Portuguese insolvency court may decide not to enforce the terms of intercreditor agreements, when allocating the proceeds, as in such allocation the court is bound to comply with the rules set forth by the CIRE.

Recovery Procedure

The recovery procedure (the "PER") established in the CIRE aims to allow a company debtor in financial difficulties or in an imminent insolvency situation but whose recovery is still possible, to reach an agreement with its creditors in an attempt to restructure and preserve the business.

The main aim of the PER is to allow the recovery of a company when that is deemed to be possible.

When a company files for a PER, this prevents any proceedings to collect debts being brought against such company and, while the negotiations are on-going, it suspends any proceedings to collect debts against the company that are still pending. If a recovery plan is approved the proceedings against the company to collect debts are extinguished, unless otherwise provided in the plan.

Additionally, when a company files for a PER, it suspends any proceedings against it seeking its insolvency declaration, save if a declaration of insolvency has already been issued by the competent court. The PER procedure starts with a written declaration signed by the company and by at least one of its creditors (not being necessary for it to be the main creditor but must be holder of at least 10% of the non-subordinated credits of the company) stating that the company intends to enter into negotiations with the creditors with a view to its revitalization by the approval of a recovery plan and demonstrating that the company fulfils the requirements for the PER to be granted evidenced by an independent auditor report.

If the recovery plan is approved by the legally prescribed majorities of creditors, the judge may then ratify it or not.

The court's ratification decision binds all creditors, even those that have not participated or approved in the negotiations. Moreover, the court's decision puts an end to any suspended debt collection actions, except when the plan expressly states otherwise.

If the company or a majority of its creditors conclude, in advance, that it is not possible to reach an agreement or an agreement is not achieved by the deadline for concluding the negotiations, the negotiating process is terminated. If the company is not yet in an insolvency situation, the PER is brought to an end and its effects are extinguished. Should

the company be already in an insolvency situation, the PER proceeding will be converted into an insolvency proceeding (as detailed above).

Extrajudicial Agreement

Further to the main PER procedure abovementioned, the Portuguese insolvency law also sets forth another sub-type of recovery procedure which is initiated with the execution of a recovery plan by way of an agreement negotiated and concluded before the judicial procedure by and between the company and some (or all) of its creditors, that is brought to the court for ratification, as defined by law.

Limitation on Validity and Enforcement of Guarantees Granted by any Portuguese Guarantor

Under Portuguese law, claims may become time-barred (20 years being the ordinary term set forth under Article 309 of the Portuguese Civil Code) and may be or become subject to the defense of set-off or counterclaim.

The terms "enforceable," "enforceability," "valid," "legal," "binding" and "effective" (or any combination thereof) mean that all of the obligations assumed by the relevant party under the relevant documents are of a type enforced by Portuguese courts; the terms do not mean that these obligations will necessarily be enforced in all circumstances in accordance with their terms. Enforcement before the courts will, in any event, be subject to: (i) the nature of the remedies available in the courts; (ii) the degree to which the relevant obligations are enforceable under their governing law; (iii) Portuguese courts may award damages if the specific performance of an obligation is deemed impracticable; (iv) the availability of defenses such as (without limitation) set-off, fraud, abuse of rights (*abuso de direito*), violation of public policy principles, duress, misrepresentation, undue influence, conflict of interests, force majeure, exception of *non adimplenti contractus* (i.e. the right afforded to a party to withhold his/her own performance until the other party has duly performed his/her obligations under the contract), error, abatement and counterclaim; (v) Portuguese courts may modify the obligations deriving from contracts related to the Portuguese guarantees in order to restore the balance between the obligations of the parties if unexpected and exceptional circumstances arise, which (a) were unforeseeable when the guarantees were executed, (b) would not have been expressly or implicitly assumed in the objective risk assessment of the transaction and subjective risk assessment of the parties, and (c) directly affect the position of the parties and entail a drastic change in the consideration or the reciprocal obligations assumed in the contract, to such an extent that strict compliance with the obligations assumed by one party turns to be nearly impracticable or extremely burdensome; and (vi) the guarantor may not be required to pay any amount in excess of the amount owed by the principal debtor or under conditions that are less favorable than those applying to the principal debtor.

In general terms, under Portuguese law, any guarantee, pledge or mortgage must guarantee or secure another obligation to which it is ancillary, which must be clearly identified in the relevant guarantee or security agreement. Therefore, the guarantee or security interest follows the underlying obligation in such a way that nullity of the underlying obligation entails nullity of the guarantee or security and termination of the underlying obligation entails termination of the guarantee or security. In the event that the security providers are able to prove that there are no existing and valid guaranteed obligations, Portuguese courts may consider that the security providers' obligations under the relevant guarantees or security are not enforceable.

All acts and transactions performed and carried out by a Portuguese company must be in pursuit of and aligned with its corporate benefit and interest and, in particular, directors have a duty to act in the best interest of the Portuguese company, although there is no express mandatory law provision that requires an express and direct corporate benefit. However, the absence of such corporate benefit and interest may be interpreted by the Portuguese courts as a limit of the ability of the Portuguese Guarantor to guarantee the Notes. The absence of such a corporate benefit and interest may constitute grounds to challenge in the context of an insolvency proceeding such acts and transactions. When assessing whether or not directors have acted in the best interest of the Portuguese company, only the interest of such Portuguese company (on an individual basis) is taken into account. Accordingly, transactions undertaken for the benefit of the group may not always be considered consistent with the best interest of the Portuguese company.

In the context of upstream and cross-stream guarantees, a subsidiary granting the guarantee or security interest to secure the debt of its parent company or other company of its group should receive some kind of consideration or benefit, either directly or indirectly, to compensate the financial burden assumed in the interest of the group. In the security and guarantees granted by Portuguese entities, under transfer pricing rules, the company granting the

guarantee or security interest to secure the debt of its other group companies should receive some kind of consideration or benefit, either directly or indirectly, to compensate the financial burden assumed in the interest of the group. This compensation (i) must be verifiable, even if it is not received simultaneously to the granting of the guarantee or security; (ii) must be adequate and proportional to the burden assumed by the relevant company in the interest of its group; and (iii) must have an economic value. Furthermore, the action undertaken in the interest of the group shall be justified and shall not put the solvency of the subsidiary at risk.

Pursuant to Portuguese law the provision of guarantees or collateral in favor of third parties is not allowed, unless (i) the company has a justified corporate interest in the granting of the guarantees and/or of the collateral or (ii) the company is in a group or control relationship with the beneficiary of the guarantees and/or of the security (although it may be sustained that, for these purposes, both the company and beneficiary must be domiciled in Portugal).

In addition, the obligations under guarantees granted by the Portuguese Guarantor shall not extend to any use of the proceeds of the Notes used for the purpose of acquiring shares representing the share capital of such Portuguese Guarantor or the shares of its direct or indirect parent company, or refinancing a previous debt incurred for the acquisition of shares representing the share capital of such Portuguese Guarantor or of its direct or indirect parent company, otherwise breaching the prohibition of financial assistance pursuant to Article 322 of the Portuguese Companies Code, approved by Decree Law 262/86 of September 2. In this respect, all provisions of such guarantee shall be construed accordingly in the sense that in no case can any guarantee granted by a Portuguese Guarantor secure repayment of the above-mentioned funds.

Guarantees or indemnities granted in breach of financial assistance limitations will be considered null and void, i.e., may have the effect of reducing the amount of the obligations or liabilities assumed and/or the amount guaranteed or secured to zero, and may result in the imposition of fines to the relevant directors of the companies committing the infraction.

Moreover, the Portuguese Guarantor will be entitled to claim for itself immunity from suit, execution, attachment or other legal process in respect of their obligations under the Guarantee to the extent that their assets are covered by the immunities legally set forth, which include, but are not limited to, assets that are part of the public domain of the Portuguese Republic (*domínio público do Estado*) or allocated to public service purposes.

The Guaantee that will secure the obligations of the Issuer under the Notes will not be granted directly to the holders of the Notes but will be granted only in favor of the Security Agent. It should be noted that the concepts of security agent and the parallel debt concept are not recognized in Portugal. Holders of the Notes will not have direct security interests and will not be entitled to take enforcement action in respect of the guarantee securing the Notes, except through the Security Agent. Notwithstanding the foregoing, if enforcement of any security interest in Portugal was to be carried out by the Security Agent in Portugal, it may be necessary (i) that each of the secured parties benefiting from such guarantee proves its title to the secured obligations, ratify such guarantee and accept the benefit of the security interest in their respective names; and (ii) to prove that the Security Agent is duly and expressly empowered by means of duly notarized powers of attorney granted in favor of the Security Agent by each of the actual or future creditors, if necessary, with the Apostille of The Hague Convention. If the creditor granting the power of attorney is located in a State that is not a party to the Hague Convention, the power of attorney must be legalized through the diplomatic or consular authority Therefore, there could be a delay in the enforcement of the guarantee in Portugal while the Security Agent obtains such powers and the relevant public deeds as granted.

In the absence of the notarized and apostilled powers of attorney, the Security Agent may not be able to enforce, on behalf of the holders of the Notes, the Guarantee granted by the Portuguese Guarantor directly in Portugal, and there is a risk that the Security Agent would only be able to enforce the security interest against the debt that it individually holds, and not for the full amount owed to creditors for whom it may be acting as Security Agent. Further, those beneficial holders of the Guarantee who have not accepted the Guarantee or duly empowered (by means of notarial and apostilled powers of attorney) the Trustee or Security Agent to do so may be treated, from a Portuguese law perspective including, without limitation, in an insolvency scenario, as unsecured creditors.

Further, it is worth noting that there is a risk that the relevant court before whom the Guarantee granted by the Portuguese Guarantor may eventually be enforced might request both the notarization of the documents from which the relevant obligations arise, and the notarization of each and every one of the transfer certificates regarding each and every transfer of the Notes.

Spain

We and certain guarantors of the Notes are incorporated under the laws of Spain. Consequently, in the event of our insolvency or any of the Spanish Guarantors' insolvency, insolvency proceedings may be initiated in Spain and be governed by the consolidated text of the insolvency law approved by Spanish Royal Legislative Decree 1/2020, of 5 May, as amended (the "Spanish Insolvency Law"). The insolvency proceedings (*concurso de acreedores*) are applicable to persons or entities and may lead either to the restructuring of the business through the implementation of a voluntary composition agreement between the creditors and the debtor or to the liquidation of the debtor.

The Spanish Insolvency Law regulates pre-insolvency and court collective insolvency proceedings, as opposed to out-of-court liquidation (which, pursuant to Spanish corporate law, is only available when the debtor has sufficient assets to meet its liabilities). Prospective investors should note that the Spanish Insolvency Law, originally regulated by Law 22/2003, suffered various reforms and amendments since first published in 2003. The Spanish Government approved in 2020 the Spanish Insolvency Law, in force as from September 1, 2020, in order not only to incorporate all these amendments but also to clarify and harmonize certain questions raised by the courts and the doctrine since its first application by Spanish courts. In addition, the Spanish Government transposed Directive (EU) 2019/1023 of the European Parliament and of the Council, which caused a broad renewal of the pre-insolvency and insolvency regulations, hence, it should be noted that due to the new regulations, certain matters are still subject to different views and different interpretations by the relevant insolvency courts which vary from time to time while certain new rules and interpretations have not been tested in the courts yet.

Insolvency

Under the Spanish Insolvency Law, insolvency proceedings are only triggered in the event of a debtor's current insolvency (*insolvencia actual*) or imminent insolvency (*insolvencia inminente*). A debtor is considered insolvent when it cannot regularly pay its debts as they fall due—current insolvency (*insolvencia actual*). As a general rule, a debtor (and in the case of a company, its directors) must file for insolvency within two months of the date when it becomes aware, or should have become aware, of its current insolvency. It is presumed that the debtor becomes aware of its insolvency, unless otherwise proven, if any of the circumstances that qualify as the basis for a petition for mandatory insolvency occur. Failure to file a petition for insolvency within the statutory two-month period may lead to personal liability of the directors of the unpaid claims.

The debtor may, but will not be obliged to, file for insolvency when it is expected that it will be unable to pay its debts timely and regularly within the next three months – imminent insolvency (*insolvencia inminente*).

Notwithstanding the foregoing, the general duty to file for insolvency within the referred two-month period is suspended if the debtor who is in current or imminent insolvency, or is likely to become insolvent, and has not been declared in insolvency, notifies the applicable court that it has initiated negotiations with its creditors to obtain support to reach a restructuring plan in accordance with Title II (*Titulo II)* of the Second Book (*Libro Segundo*) of the Spanish Insolvency Act ("Opening of Negotiations Communication"). After such filing, the debtor is not entitled to file another Opening of Negotiations Communication for a term of one year.

Effectively, by means of Opening of Negotiations Communication, on top of the two months, the debtor gains an additional three-month period (extendable in certain circumstances for another three months) to negotiate a restructuring plan and an additional month to file for the declaration of insolvency in case the plan has not yet been achieved, unless it is not insolvent at such time. During such three-month period or the extension, if applicable (although these effects may become unapplicable to certain creditors during the extension if it can cause their insolvency) creditors' petitions for mandatory insolvency (*concurso necesario*) will not be accepted (when filed within the subsequent month, they will be processed only if the debtor has not filed for insolvency by the end of the month) and court or out-of-court enforcement actions, other than those arising from public law claims (with certain exceptions), over those assets or rights deemed necessary for the continuity of the debtor's business activities, are prohibited or suspended (as applicable).

Nevertheless, secured creditors shall be entitled to bring enforcement proceedings against the corresponding secured assets. However, if these secured assets are necessary for the continuity of the debtor's business or professional activity, once enforcement proceedings have been initiated they shall be immediately suspended until three or six months have elapsed from the date when the Opening of Negotiations Communication is filed.

The holders of security interests, even for another's debt when the debtor of this debt is a company of the same group as the company that has made the Opening of Negotiations Communication, may initiate judicial or extrajudicial enforcement on the encumbered assets or rights. If the collateral falls on assets or rights necessary for the continuity of the debtor's business or professional activity, once the enforcement proceedings have been initiated, they will be suspended by the judge hearing the case until three months have elapsed from the date of filing of the Opening of Negotiations Communication.

The Opening of Negotiations Communication will neither prevent the enforcement of the financial guarantee subject to Royal Decree-law 5/2005, of March 11, on urgent reforms for the bolstering of productivity and improvement of public contracting, nor will it affect the power of early maturity of the guaranteed obligations, for the part covered by such financial guarantee.

The Opening of Negotiations Communication cannot imply acceleration of deferred creditors on a standalone basis. Creditors are entitled to trigger a third-party personal guarantee as to request repayment of a due and payable debt, although the debtor has filed the Opening of Negotiations Communication, even if such creditor is taking part in the negotiations protected by the Opening of Negotiations Communication. However, the Opening of Negotiations Communication will suspend the enforcement of personal or *in rem* guarantees provided by any other group company not included in the Opening of Negotiations Communication when the debtor company has so requested and proves that the enforcement of the guarantee may cause the insolvency of the guarantor and the debtor itself.

In addition, the declaration of insolvency may be requested by any creditor if it can prove any of the following circumstances, inter alia, in order to show the debtor's current insolvency (creditors do not have standing to file upon imminent insolvency): (i) there is a generalized default on payments by the debtor; (ii) there is a seizure of assets affecting or comprising the generality of the debtor's assets; (iii) there is a misplacement, "fire sale" or sale or ruinous liquidation of the debtor's assets; or (iv) there is a generalized default on certain tax, social security and employment obligations during the applicable statutory period (three months) prior to the filing of the relevant insolvency request. Upon receipt of an insolvency petition by a creditor, the court may issue provisional interim measures to protect the assets of a debtor and may request a guarantee from the petitioning creditor asking for the adoption of such measures to cover damages caused by the preliminary protective measures. The relevant debtor may oppose to the mandatory insolvency petition. In this case, the insolvency court will then summon the parties to a hearing and will finally render a court ruling either dismissing the application filed by the creditor or declaring the insolvency of the debtor.

Effects of the Insolvency on the Debtor

The insolvency court will issue an order either rejecting the petition or declaring the insolvency. In the event of declaration of insolvency, the insolvency court order will appoint a court administrator (*administración concursal*) (and, in certain cases, a second insolvency administrator if deemed of public interest) and will order the publication of such declaration of insolvency in the State Official Gazette (*Boletín Oficial del Estado*). The declaration of insolvency shall also be filed in the Commercial Registry (*Registro Mercantil*) and in the Public Registry of Insolvency (*Registro Público Concursal*).

If filed by the debtor, the insolvency is deemed "voluntary" (*concurso voluntario*) and, if filed by a third party, the insolvency is deemed "mandatory" (*concurso necesario*). In the case of voluntary insolvency, as a general rule, the debtor remains in possession, that is, it retains the management and powers of disposal over its assets, although it is subject to the intervention (*intervención*) of the insolvency administrator (*administrador concursal*), who must approve any management or disposal decision. In the case of mandatory insolvency, as a general rule, the debtor's management powers are suspended, and management's former powers, including the power to dispose of assets, is conferred solely upon the insolvency administrator (*sustitución*). However, the court has the power to modify this general regime subject to the specific circumstances of the case. In addition, upon the insolvency administrator's request, the court has the power to swap the intervention regime for a suspension regime or *vice versa*. The time between the petition and the insolvency declaration by the court will depend upon a number of factors, including whether the filing has been made by the debtor or the creditor (and in turn whether the debtor has challenged the petition made by the creditor), whether all appropriate documentation has been submitted on a timely basis or is late or incomplete, and the workload of the court.

Actions carried out by the debtor that breach any required supervision or approval of the insolvency administrator may be declared null and void unless ratified by the insolvency administrator.

Claw-back and Hardening Periods

There is no automatic claw-back by operation of law. Therefore, there are no transactions that automatically become void as a result of the initiation of insolvency proceedings; instead the insolvency administrator must expressly challenge those transactions, acts and payments that are considered detrimental to the insolvent debtor's estate by filing an action for rescission (*acción de reintegración*). In addition, creditors who have applied to exercise any claw-back actions (stating the specific action they aim to contest or revoke and their grounds) will be entitled to exercise such actions if the insolvency administrator does not do so within the two months following their request.

Under the Spanish Insolvency Law, upon the declaration of insolvency, only transactions that could be deemed as having damaged (*perjudiciales*) the insolvent debtor's estate (i.e., causing a so-called "patrimonial damage") may be rescinded, regardless of fraudulent intention, upon: (i) insolvency declaration petition and made during the two years prior to the date of the insolvency declaration petition and until the declaration; or (ii) the notice to the court regarding the initiation of negotiations or the intention to commence them and made during the two years prior to such date as long as (a) a restructuring plan has not been passed or, when passed, has not been approved by the court; or (b) the insolvency declaration takes place within the year after the end of the pre-insolvency period.

The Spanish Insolvency Law does not define the meaning of "patrimonial damage." The consequences of the transaction on the insolvent debtor's estate or on the equality of treatment among creditors (*par conditio creditorum*), rather than the intent of the parties, is relevant. There are several "irrebuttable presumptions" expressly set forth by the Spanish Insolvency Law (i.e., free disposals and prepayment or cancellation of the company's unsecured claims or obligations prior to them being due and where the due dates of the relevant unsecured claims or payment obligations fall after the date of declaration of insolvency), in which case such transactions are rescinded if they fall within the hardening period. In addition to the above, the Spanish Insolvency Law sets forth certain actions which are deemed to cause a "patrimonial damage" to the insolvent company, but which are "rebuttable presumptions" and therefore subject to being contested by the other party (i.e., disposals in favor of "specially related parties" (as described above), the provision of security with respect to previously existing obligations or with respect to new obligations replacing existing ones and the prepayment and cancellation of the company's secured claims or obligations which fall due after the date of declaration of insolvency).

Specific transactions cannot be rescinded including: (i) actions taken by a debtor in the ordinary course of business and in normal terms; (ii) the creation of *in rem* guarantees securing either public law claims, or in favor to the Guarantee Salary Fund (*Fondo de Garantía Salarial*); (iii) transactions that are a result of the implementation of resolutions measures upon credit entities and investment services entities; and (iv) netting and transfer orders entered into a payment and securities settlement system before the declaration of insolvency.

Spanish case law has ruled that damage to the estate exists when an unfair pecuniary detriment (*perjuicio patrimonial injustificado*) has been caused to the debtor's estate. For instance, insolvency judges have considered detrimental specific payments of due and payable debts made by companies when it has been proven that, at the moment of payment, the company was already insolvent. Additionally, Spanish case law has also ruled that intragroup guarantees and security are deemed such as a transaction entered into in favor to parties that have a special relationship with the debtor (although the creditor is not a related party), so that the above mentioned rebuttable presumption of detriment applies. In such a case, Spanish case law considers that such presumption may be rebutted when the group company providing the intragroup guarantee or security has received an equivalent compensation in exchange.

In any event, fraudulent acts that have been entered into by creditors may always be rescinded and also those payments made by the debtor in respect of obligations which the debtor, at the time of payment, could not be compelled to pay.

The consequence of the insolvency court ruling for the rescission of a prejudicial act is that the parties involved in such transaction are required to return their reciprocal consideration with any accrued rents or interest and the guarantees and security interests are cancelled (concerning bilateral contracts, otherwise, the only party obliged to return is the non-insolvent one). Such claims are generally regarded as claims against the estate (*créditos contra la masa*) unless in case of bad faith of the relevant creditor in which case these claims will be subordinated.

Notwithstanding the foregoing, pursuant to Article 16 of the Restated Insolvency Regulation and Article 730 of the Spanish Insolvency Law, acts and transactions governed by laws other than Spanish law will not be subject to

claw-back actions if such act or transaction cannot be rescinded or challenged by any means and under any grounds whatsoever (i.e., not only in insolvency scenarios) under the relevant non-Spanish applicable laws. Procedurally, there is no safe harbor against a lawsuit being filed and lenders being served to appear before Spanish courts, but the lawsuit should be dismissed on the merits if lenders prove (i) that the act or transaction at issue is subject to foreign law and (ii) that such act or transaction is unavoidable under the circumstances pursuant to that foreign law.

Fraudulent Conveyance Laws

In addition to the claw-back mechanism, under Spanish law, the insolvency administrator and any creditor may bring an action to rescind a contract (*actio pauliana)* against its debtor and the third party which is a party to such contract, provided the same is performed or entered into fraudulently and the creditor cannot obtain payment of the amounts owed in any other way.

Although Spanish case law is not entirely consistent, it is broadly accepted that the following requirements must be met in order for a creditor to bring such action:

- it holds a claim under a valid contract and the debtor's action to be rescinded occurred after the creditor's claim;
- the rescinded action is detrimental to the creditor's claim;
- the act is fraudulent (which, according to legal scholars and case law, must be proved objectively, based on facts);
- the creditor has no other legal remedy; and
- the debtor was insolvent when the transaction was carried out.

The existence of fraud (which must be proved by the creditor) is one of the essential requirements under Spanish law for this action to succeed. Pursuant to Article 1297 of the Spanish Civil Code: (i) agreements by virtue of which the debtor transfers assets for no consideration and (ii) transfers for consideration carried out by parties who have been held liable by a court (*sentencia condenatoria*) or whose assets have been subject to a writ of attachment (*mandamiento de embargo*), will be considered fraudulent. The presumption referred to in (i) above is a non-rebuttable presumption in insolvency proceedings (*juris et de jure*), unlike the presumption indicated in (ii) above, which is a rebuttable presumption (*juris tantum)*. It must be noted that payment of non-matured debts made while insolvent may also be rescinded.

If the rescission action is upheld, the third party must return the consideration received under the contract, as well as interests and proceeds, in order to satisfy the debt owed to the creditor. If the consideration received by the third party under the contract cannot be returned to the debtor, the third party must indemnify the creditor for the damage caused if it is proved that such third party incurred in bad faith when entering into the fraudulent agreement with the debtor. In any other case (i.e., if it is proved that the third party acted in good faith) it will be the person who has actually caused the damage to the creditor who will have to reimburse the corresponding amount.

The *actio pauliana* is time-barred four years after the date the fraudulent act was carried out. However, according to case law, the prescription period begins on the date the creditor became aware of the fraudulent act.

Request for Joint Insolvency

Joint insolvency declaration (*declaración conjunta de concursos*) may be requested by the insolvent debtors, *provided* that they form part of the same group, and the insolvency administrators, or common creditors, in respect of two or more debtors if either (a) there is a confusion of assets among them or (b) they form part of the same group of companies. The request for the joint insolvency of two or more legal entities requires that each of the affected companies is separately insolvent. Further, the insolvent debtors, or any of the appointed insolvency administrators, as the case may be, may apply for the accumulation of insolvency proceedings (*acumulación de concursos*) already declared under certain circumstances (and, in particular, if the insolvent debtors form part of the same group of companies).

In addition, creditors may apply for the accumulation of insolvency proceedings of two or more of its debtors already declared insolvent provided that a petition has not been submitted by any of the insolvent debtors or by the insolvency administrators, and (a) there is a confusion of assets among them, (b) they form part of the same group of companies, or (c) they are managers, shareholders, partners or members personally liable for the debts of the debtor if it is a legal entity.

Insolvency proceedings declared jointly or accumulated are processed in coordination, without consolidation of the estate of the insolvent debtors. As a result, and as a general rule, a "group insolvency" does not lead to a commingling of the debtors' assets and creditors of such group. This means that the creditors of one company of the group will not have recourse to the assets of the other companies of the same group (except where cross-guarantees exist, in which case such a claim is likely to be subordinated). The current system is basically a procedural one, aimed at making the insolvency proceedings as time and cost efficient as possible. However, exceptionally, assets and liabilities amongst the companies declared insolvent may be consolidated where there is a confusion of estates and the assets and liabilities belonging to each of the companies cannot be identified without incurring on unjustified costs or delays.

Ranking of Claims

Before the insolvency creditors (*acreedores concursales*) are paid pursuant to the order indicated below, specific creditors, denominated "creditors of the insolvency estate" (*acreedores de la masa*), will have claims against the insolvency estate (*créditos contra la masa*) that will be paid from the insolvency estate. These claims must generally be paid as they fall due and will therefore be deducted from the insolvency estate. As an exception, assets subject to a security interest cannot be affected by claims of creditors of the insolvency estate.

Creditors of the Insolvency Estate (acreedores de la masa)

The Spanish Insolvency Law contains a closed-ended list of claims against the insolvency estate (*créditos contra la masa*), which Spanish courts have interpreted restrictively. These claims include, among others:

(i) Pre-insolvency claims arising from tort liability that causes death or personal damage, as well as either pre or post-insolvency indemnity claims due to work-related accidents or illness, irrespective of when they are declared.

(ii) Wage claims accrued during the past 30 effective working days preceding the declaration of insolvency; *provided* they do not exceed more than two times the minimum legal wage (*salario mínimo interprofesional*).

(iii) Legal expenses (*costas*) of the creditors who successfully filed for the debtor's insolvency.

(iv) Subject to certain exceptions, fees and expenses of the insolvency proceedings, including fees associated with the declaration of insolvency or any other court resolution, as well as fees incurred by the insolvency administrator, or the lawyer advising the debtor.

(v) Fees of the expert appointed to find offers for the purchase of a business unit.

(vi) Claims arising from obligations lawfully undertaken by the debtor with the approval of the insolvency administrator during the insolvency proceedings (including debtor-in-possession financing).

(vii) Costs incurred for the continuation of the business following the declaration of insolvency, including post-filing wages and redundancy payments in case of dismissals, until either the voluntary composition agreement is approved by the court or, in any other case, the insolvency proceedings end.

(viii) Payments arising from agreements with outstanding reciprocal obligations that survive after the declaration of insolvency, and any amounts due as a result of their termination due to a post-insolvency breach.

(ix) Claims arising from obligations under applicable law and tort liability incurred after the declaration of insolvency until conclusion of the proceedings, other than those referred in paragraph (i) above).

(x) Interest if the obligation to return third-party assets and rights are complied with late.

(xi) Claims arising from reinstating credit or facility agreements, as well as from releasing security by repaying the specially privileged claim.(xii) In the event of liquidation, financing provided to the debtor before liquidation had started to comply with a voluntary composition agreement in accordance with a viability plan, including new money provided by persons specially related to the debtor insofar as the voluntary composition agreement has identified such party providing the financing and its maximum amount.

(xiii) 50% of interim and new money provided in the context of a restructuring plan, as long as the claims affected by the restructuring plan represent at least 51% of the total liabilities. New and interim money provided by persons specially related to the debtor will also rank as a claim against the estate as long as the claims affected by the approved restructuring plan amount to more tan 60% of the total liabilities, deducting such specially related parties' claims.

Wages ranking as claims against the insolvency estate must be paid immediately. As a general rule, all other claims against the insolvency estate will be paid as they fall due. However, the Spanish Insolvency Law establishes that if the insolvency administrator expects that the insolvency estate will be sufficient to pay all claims against it, this rule may be modified and the payment of specific claims brought forward. This decision cannot affect claims held by employees or by tax or social-security authorities. There is a specific ranking for payment of claims against the estate when the insolvency administrator notifies the court that the estate is not sufficient to repay all of them in full.

Insolvency Creditors (acreedores concursales)

The insolvency estate (*masa activa*) is formed by all assets and rights owned by the debtor at the time the insolvency is declared as well as those that are returned to the debtor as a consequence of the exercise of claw-back actions or acquired during the proceedings. Creditors are paid out of the insolvency estate.

The insolvency administrator will prepare and file an inventory of assets identifying all assets and rights, as well as their value and status, albeit merely for informative purposes.

The insolvency administrator must also file a list of creditors identifying all the debtor's liabilities and quantifying and classifying the liabilities in accordance with their nature and the Spanish Insolvency Law. When preparing the list of creditors, the insolvency administrator will rely on the debtor's accounting information, as well as the notices of claims that all creditors are obliged to lodge before the end of the first month following the publication of the declaration of insolvency in the Spanish Official Gazette (*Boletín Oficial del Estado*). Creditors must lodge their claims in a timely manner following the opening of the insolvency proceedings. Notices of claims may still be lodged after the end of the one-month period although, in that case and as a general rule, the claim will be classified as subordinated (unless the creditor can prove that it was unaware of the existence of the claim at that time or the recognition of the claim is mandatory for the insolvency administrator pursuant to the Spanish Insolvency Law).

Creditors are entitled to challenge the list of creditors, which will result in a formal court procedure before the same insolvency court (*incidente concursal*).

All debts owed by the insolvent debtor, irrespective of their recognition, are legally included in the liabilities pool (*masa pasiva*), which has practical consequences. For instance, pre-insolvency claims that, for any reason, were not included in the definitive list of creditors may nevertheless be bound by an approved voluntary composition agreement.

Based on the documentation provided by the creditors and documentation held by the debtor, the insolvency administrator will draw up a list of acknowledged insolvency creditors (*acreedores concursales*) and claims and classify them according to the following categories established in the Spanish Insolvency Law:

(1) Specially privileged claims (*créditos con privilegio especial*). Specially privileged claims are those that have an *in rem* right over a specific asset that they can enforce or attach—as a general rule and subject to certain conditions—separately from the insolvency proceedings and in priority to other creditors. Specially privileged creditors hold a preferential claim in connection with the proceeds of the sale or enforcement of the asset affected by their security or *in rem* right. Specially privileged claims include, among others:

(i) those secured by a specific asset or right (e.g., claims secured by a real-estate mortgage, chattel mortgage, possessory pledge, financial collateral, pledge without transfer of possession);

(ii) credit rights under financial leases; and

(iii) credit rights arising out of sale agreements with a deferred price and a retention-of-title, prohibition-against-disposal or termination clause in the event of payment default.

The security interest must be perfected before the declaration of insolvency and comply with all legal requirements and formalities established to be enforceable vis-à-vis third parties.

Claims secured with pledges over future credit rights are only considered specially privileged if (a) the future credit rights arise from agreements or relationships established or executed prior to the declaration of insolvency and (b) (i) in the case of possessory pledges, the pledge was granted as a public document or (ii) in the case of non-possessory pledges (*prenda sin desplazamiento*), the pledge was registered with the applicable public registry.

Special rules apply if the future credit rights to be pledged arise from the termination of concession agreements or other public works or service contracts executed with the State or other public entities.

Specially privileged claims are paid with preference to other claims from the proceeds obtained from the sale or enforcement of the collateral, including with preference over creditors of the insolvency estate.

The recognition of specially privileged claims in the list of creditors is, for the purposes of a voluntary composition agreement or a restructuring plan, nevertheless limited to the amounts that do not exceed the "value of the collateral," which is calculated pursuant to the following formula, i.e., the "Security Value":

Security Value = 90% of "reasonable value" – legally preferred claims

where:

(a) "*Reasonable value*" is the value determined pursuant to specific rules set forth in the Spanish Insolvency Law (e.g., real-estate assets will be valued by means of an appraisal report issued by an approved appraiser registered with a special registry of the Bank of Spain, securities listed on a regulated market will be valued pursuant to the average weighted price at which they have been traded on one or multiple regulated markets in the quarter preceding the declaration of insolvency).

(b) "*Legally preferred claims*" are senior-ranking charges and encumbrances (including charges and attachments by operation of law), but do not include mere contractual preferences, such as those agreed in an inter-creditors agreement.

(2) Generally privileged claims (*créditos con privilegio general*): generally privileged claims are those paid from the debtor's assets rather than from an entitlement to any particular asset. Consequently, generally privileged claims are paid after repayment of secured claims, but prior to ordinary claims. They include, among others:

(i) Unless they rank as claims against the estate or specially privileged claims, pre-insolvency claims for wages up to a specific amount, severance payments and compensation for the termination of employment agreements up to a specific amount, compensation for work-related accidents or sicknesses and surcharges on amounts owed for the breach of employment-related health-and-safety obligations established before the declaration of insolvency.

(ii) Claims for amounts relating to unpaid withholding taxes and social-security contributions.

(iii) Claims for other amounts to be paid to the tax authorities and social-security authorities (up to 50% of the aggregate amount calculated as provided in the Insolvency Law).

(iv) Claims for tort liability, other than those described under Article 242.1.1º of the Spanish Insolvency Law, including claims by social-security or tax authorities deriving from criminal offences (*responsabilidad civil derivada de delito*).

(v) 50% of interim and new money, as long as the claims affected by the approved restructuring plan represent at least 51% of the total liabilities. New and interim money provided by persons specially related to the debtor will also rank as a generally privileged claim as long as the claims affected by the approved restructuring plan represent more than 60% of the total liabilities, deducting such specially related parties' claims.

(vi) Claims of the creditor that filed the request for insolvency (up to 50% of the aggregate amount of the creditor's unsubordinated claims).

(vii) Claims that benefit from a general preference are paid after secured claims (and before ordinary claims) in accordance with the order outlined above. If the assets are insufficient to fully satisfy any of the subclasses listed above, creditors of the same subclass will be paid *pro rata* to the amount of their claims.

(3) Ordinary claims (*créditos ordinarios*): ordinary claims are those that are neither expressly privileged nor expressly subordinated. Ordinary claims rank *pari passu* and are paid *pro rata*.

(4) Subordinated claims *(créditos subordinados):* subordinated claims are those paid last and include:

(i) Claims that creditors do not lodge with the insolvency administrator on time (although claims registered in the debtor's accounts, documented in a notarial document granted before a Spanish notary public, or secured claims when the security is registered with a public registry, will not be subordinated for having lodged the claim late).

(ii) Claims that are contractually subordinated to all remaining debts of the debtor, including profit-participating loans (*préstamos participativos*).

(iii) Claims for interest accrued before the declaration of insolvency and surcharges, except surcharges and interest in connection with secured claims, and subject to the limit of the Security Value. Claims will not accrue interest after the declaration of insolvency, except for remunerative secured interest subject to the limit of the Security Value.

(iv) Claims for fines and sanctions.

(v) Claims held by persons who are specially related to the debtor, except for claims held by shareholders or common shareholders who are specially related to the debtor, provided that they arise from contracts other than loans, facility agreements or similar financing arrangements (e.g., commercial relationships, services agreements, asset transfers). The Spanish Supreme Court has held that group companies do not benefit from this exception to subordination.

(vi) Claims in favor of a creditor as a result of a claw-back action if the court finds that the creditor acted in bad faith.

(vii) Claims arising from either reciprocal obligations or reinstated financing contracts if the court finds, based on the report of the insolvency administrator, that the creditor repeatedly obstructed compliance with the contract to the detriment of the insolvency estate.

The main consequences of subordination are:

- Subordinated creditors are paid last, and only if ordinary creditors have been repaid in full. Subordinated creditors are then paid in the order listed above. If assets are insufficient to fully satisfy the claims of any of the subordination subclasses, creditors of the same subclass will be paid *pro rata* to the amount of their claims.

- Any security interest over assets or rights of the insolvency estate created to secure a subordinated claim will be automatically cancelled, unless the subordinated creditor successfully challenges the classification of its claim, in which case the security interests will only be released when a final judgment that is not subject to appeal is handed down. The Spanish Supreme Court has confirmed that such releases do not affect security interests and guarantees provided by third parties, which will therefore remain in force, notwithstanding the secured or guaranteed claim being subordinated in the debtor's insolvency.

- Subordinated creditors will not be entitled to vote on a voluntary composition agreement with respect to their subordinated claims. Specially related parties are not entitled to vote a v either in respect to those claims ordinary or privileged claims purchased *inter vivos* after the declaration of insolvency.

Specially Related Parties (partes especialmente relacionadas)

As described above, claims of legal or natural persons who are "specially related" to the debtor are subordinated. The Spanish Insolvency Law contains an exhaustive list of situations in which a creditor is deemed to be "specially related" to the debtor. Specially related parties' claims executing a refinancing agreement are not considered when calculating the relevant thresholds.

The following creditors will be considered to be specially related to the debtor if the debtor is a legal person:

(i) Shareholders holding a stake, whether directly or indirectly through controlled companies, of 10% or more of the debtor's share capital (or 5% or more if the debtor has securities listed on an official secondary market) at the time the loan or claim was granted.

(ii) Creditors that become direct or indirect shareholders after the claim was originated will not be subordinated.

Creditors who have directly or indirectly capitalized their credit rights pursuant to a voluntary composition agreement or a restructuring plan will not be deemed to be specially related persons in connection with any new money provided in the context of the voluntary composition agreement or a restructuring plan providing for the debt-for-equity transaction. This protection will be afforded even when, as a result of the debt-for-equity transaction, the creditor has been appointed director.

(i) Directors, including legal and shadow directors, liquidators and representatives acting under general powers of attorney, and those who have held those positions or roles in the two years immediately preceding the declaration of insolvency.

(ii) Entities forming part of the debtor's group, as well as their "common shareholders" meeting the conditions indicated in paragraph (i).

"Common" shareholders are those who simultaneously hold (i) any stake in the debtor in insolvency; and (ii) a stake higher than 10% of any unlisted group company (or 5% of any listed group company) as of the date of the creation of the claim.

A claim is subordinated if it was created when the creditor formed part of the debtor's group, even if the creditor no longer forms part of the group at the time the insolvency is declared.

The Spanish Insolvency Law also establishes that assignees of a claim assigned by a specially related party will be presumed to be a specially related party if the debtor is declared insolvent in the subsequent two years. This legal presumption is rebuttable.

In addition, when a guarantor who is specially related to an insolvent debtor pays the guaranteed obligation (and thus holds itself a claim against the debtor), the claim of the guarantor will be classified by the insolvency administrator with the lowest of the possible rankings that would have been afforded to any of the claims (i.e., the original claim repaid under the guarantee and the recovery claim of the guarantor against the debtor), and even if the claim held by the original creditor could have been classified as ordinary or privileged.

Cram Down Mechanism

In order to seek protection against claw-back, restructuring plans must be judicially sanctioned (*homologado*) by the commercial court that would be competent to conduct the insolvency proceeding of the debtor should it fall into insolvency, upon request by the debtor or by any affected creditor.

Restructuring plans are defined very broadly. They may alter the structure or terms of the debtor's assets, liabilities or equity and may also include transfers of assets, business units or the whole company, as well as measures of operational reorganization. In addition, any claim may be affected by the plan (not only financial claims), except for maintenance claims (*créditos de alimentos*), those arising in tort and claims by employees other than senior management. Public claims (*créditos de derecho público*) may only be partially affected by a restructuring plan and such affectation may not consist of, among others (i) a change in applicable law, (ii) a change of debtor (unless it is an additional debtor provided that the original debtor is not released of his obligations), (iii) an amendment or release of its ancillary guarantees or security, (iv) a conversion into equity or into a profit participating loan or into a financial instrument with different characteristics or ranking.

Affected creditors must be placed in classes according to certain criteria (such as their ranking, potential conflict of interests, etc.) and the Spanish Insolvency Law contains the distinction between plans that are approved by all classes (the so-called consensual plans) and those that are not (known as nonconsensual plans or cross-class cram down). It is also possible to impose a restructuring plan on shareholders where measures would otherwise need to be approved by a general meeting and the shareholders have voted against them (or the general meeting does not take place), but only where the debtor is in a situation of 'current' or 'imminent' insolvency (not a 'likelihood of insolvency'). To this end, if any corporate transaction or decision is needed, the court may grant powers of attorney to a restructuring expert if the shareholders are unwilling to carry out those measures. Spanish Insolvency Law states that classes must be based on the shared interest of each of the creditors. Claims with different rankings cannot be placed in a same class. In addition, claims that rank *pari passu* may be split into different classes where, for example, possible conflicts of interest arise, claims are of a financial or other nature, specific claims may be affected differently by the plan or, in the case of secured claims, the different nature or type of the secured assets.

Claims within the same ranking shall be treated in similar terms.

Required majorities for the approval of a restructuring plan:

1. Consensual plans (approved by all classes of creditors and, if required, the shareholders) will be deemed approved when 2/3 of the liabilities of each class have voted in favour of the plan (or 3/4 if the class is formed by secured creditors). In relation to syndicated creditors, the relevant syndicate's voting majority rules will apply if they provide for a majority that is lower than the 2/3 and 3/4 (as applicable) majorities set out above. If the needed majority votes favorably, dissenting creditors will be crammed down. If the majority is not reached, the votes of consenting creditors will be counted separately unless the syndicated creditors are all contained in a single class, in which case said class will not approve the restructuring plan. In addition, dissenting creditors under a syndicated instrument can challenge the restructuring plan before the court, unless the syndicated instrument provides that they are bound by a restructuring plan that has been approved.

2. Non-consensual plans (not approved by all classes of creditors or by the shareholders) must, in order to be binding for both: (i) dissenting creditors in classes where a majority has been achieved (i.e., an intra-class cram-down); and (ii) creditors in classes where no majority has been achieved (i.e., a cross-class cram-down), be approved either by a simple majority of classes (provided at least one of those classes is composed of claims that would benefit from a general or special privilege) or by at least one class that is considered to be 'in the money'. A class of creditors can be presumed to be "in the money" if, further to the valuation of the business as a going concern by the restructuring expert, it is considered that such class would have received any payment upon liquidation in accordance with the liquidation priority of payments under the Spanish Insolvency Law.

As an exception to the above, even where a restructuring plan has been sanctioned by a court, if dissenting creditors hold security and belong to a class where the affirmative vote was lower than the dissenting vote, such creditors may enforce the security within one month from the date of publication of the approval of the restructuring plan in the public insolvency registry (*registro público concursal*).

Dissenting creditors affected due to a cram-down will preserve their rights against those who granted personal guarantees or security. As an exception, restructuring plans for one company in a group may be extended to security or guarantees from other group companies not a party to the plan, if it is argued that enforcement/payment of guarantees could cause both the guarantor and debtor to become insolvent.

Dissenting creditors can challenge the approval of the restructuring plan on the basis of, among others, defects on the class formation, the plan not complying with the creditors' best interest test, the plan not ensuring the debtors viability in the short and medium term, if lower ranked creditors maintain the value of their claims when better ranked creditors are not fully satisfied (i.e., if the plan does not comply with the absolute priority rule subject to certain exceptions).

The effects of a successful challenge of a restructuring plan will imply that the creditors that filed said challenge will not be crammed down. However, in case of defects on the class formation or in the calculation of the majorities, the restructuring plan may be declared void.

In the event of a subsequent insolvency proceeding, if credits affected by a previous restructuring plan that had been approved by the court represent at least fifty-one percent of the total liabilities, they will not be rescindable, unless it is proved that they were made in fraud of creditors. The protection extends to:

1. Acts or transactions that are reasonable and immediately necessary for the success of the negotiation with the creditors, provided that they have been expressly identified as such in the plan itself.

2. Interim financing and new financing, including the one granted by specially related persons, in accordance with the provisions of the Spanish Insolvency Act.

3. Acts, transactions or businesses that are reasonable and immediately necessary for the execution of the plan.

Applicable Jurisdiction

Under both European Union and Spanish law, the applicable jurisdiction to conduct an insolvency proceeding is the one in which the insolvent party has its "center of main interests." This center of main interests is deemed to be where the insolvent party conducts the administration of its interests on a regular basis and which may be recognized as such by third parties (although under European Union and Spanish law there is a presumption that a debtor's COMI is located where its registered address is). Insolvency proceedings conducted by the court of the center of main interests are considered "the principal insolvency proceedings" and have universal reach affecting all the assets of the insolvent party worldwide, with certain exceptions, such as security interests over assets located outside of Spain. If the center of main interests is not in Spain, but the insolvent party has a permanent establishment in Spain, Spanish courts will only have jurisdiction over the assets located in Spain (the "*territorial insolvency proceedings*"). Other jurisdictions outside the European Union may not require a center of main interests shift in order for a Spanish company to make a filing in those jurisdictions. Nevertheless, recognition of foreign insolvency proceedings not based on the center of main interests or pursuant to a reasonable connection of an equivalent nature in Spain by means of an *exequátur* process should not be possible and, furthermore, any creditor could file for a non-main insolvency proceedings in Spain.

In the event Spanish courts have jurisdiction (upon a judicial consideration that our center of main interests is in Spain), Article 263.2 of the current Spanish Insolvency Law would apply to us. Article 263.2 provides that creditors holding a third-party guarantee will be recognized in the insolvency proceedings for the full amount without any limitation and without prejudice to the fact that if the guarantor is subrogated in the creditor's place when the guarantee is enforced, the claim of the guarantor will be classified in accordance with the lower ranking corresponding to either the original creditor or the guarantor.

Moratorium

The current Spanish Insolvency Law imposes a moratorium on the enforcement of secured creditor's rights (*in rem* security) over assets or rights that are considered to be necessary for the continuance of the debtor's business in the event of insolvency. The moratorium would take effect following the declaration of insolvency until the earlier of (i) one year from the declaration of the insolvency if the insolvent company has not been placed in liquidation or (ii) the date the creditors reach a voluntary composition agreement that does not affect the exercise of the rights granted by the security interest, or (iii) the judge confirms that the relevant assets or rights are not necessary for the continuation of the debtor's business activity with the limitations explained above. This limitation would also apply to enforcement proceedings initiated prior to the insolvency declaration as they will be suspended from the date of the insolvency declaration.

Additional Effects for the Debtor and on Contracts

As a general rule, the enforcement rights of unsecured creditors are suspended upon the court declaration of insolvency (with the exception of certain actions related to labour enforcement and administrative proceedings that do not concern assets necessary for the continuation of the commercial or professional activity of the debtor). Additionally, once the insolvency proceedings are declared open, singular, judicial or extrajudicial enforcements may not be initiated, nor may administrative or tax demands for payment to be collected coercively against the assets of the debtor be continued.

The enforcement of any security over certain assets that are necessary for the continuation of the commercial or professional activity of the insolvent company (*in rem* securities) may not be commenced (and the procedures already initiated before the declaration of insolvency shall be suspended) until the earlier of: (i) a voluntary composition agreement being approved, provided that the voluntary composition agreement does not affect such right; or (ii) one year having elapsed as of the declaration of the insolvency without the opening of the liquidation phase. On the other hand, the enforcement of security over assets or rights that are not necessary for the continuation of the commercial or professional activity of the debtor may be initiated, or the suspension of enforcement proceedings already initiated may be lifted, if a decision of the insolvency court declaring that the relevant assets or rights are not necessary for the continuation of the debtor's activity is accompanied with the claim or incorporated into the proceedings which have been suspended.

When determining which assets or rights of the debtor are used for its professional or business activities, courts have generally embraced a broad interpretation and will likely include most of the debtor's assets and rights. Nevertheless, shares (*acciones*) or quota shares (*participaciones sociales*) held by an insolvent debtor in another company whose only activity is the holding of a material asset and servicing the financing provided in connection with the acquisition of that asset, are not considered to be an asset necessary for the debtor's business activity unless the enforcement of the relevant security interest that was granted over the shares implies an early termination or amendment of the contractual relations permitting the economic exploitation of the corresponding asset.

Additionally, enforcement of any security interests will be subject to the provisions of Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero, de Enjuiciamento Civil*) ("Spanish Civil Procedure Act") and Spanish Insolvency Law (where applicable), which may entail delays in the enforcement.

Commencement of the liquidation phase causes the loss of the right to start a separate enforcement process in relation to those secured lenders who did not initiate enforcement either before the declaration of insolvency or after a year since the declaration of insolvency. However, creditors regain the right to separate enforcement on the secured asset if it has not been disposed of within one year of the opening of the liquidation phase.

Finally, the effects of insolvency proceedings on a creditor's *in rem* rights attached to property or rights—of any kind—of the debt or which, at the time of the declaration of the insolvency proceedings, are located in a state (other than a Member State bound by the Recast Insolvency Regulation) must be exclusively governed by the law of that state.

As a general rule, insolvency proceedings are not compatible with other enforcement proceedings which can have an effect on the insolvency estate (excluding enforcement proceedings with regard to financial collateral (as defined in Royal Decree-law 5/2005, of March 11, on urgent reforms for the bolstering of productivity and improvement of public contracting), or collateral located in a Member State other than Spain, or labor and administrative enforcement proceedings in certain circumstances. When compatible, in order to protect the interests of the debtor and creditors, the Spanish Insolvency Law extends the jurisdiction of the court dealing with insolvency proceedings, which is then legally authorized to handle any enforcement proceedings or interim measures affecting the debtor's assets (whether based upon civil, labor, or administrative law).

The declaration of insolvency does not impair the existence of the contracts with reciprocal obligations pending performance by either the insolvent party or the counterparty (executory contracts), which will remain in force and the obligations of the insolvent debtor would be fulfilled against the insolvency estate (*con cargo a la masa*). Any contractual arrangements establishing the termination of a contract with reciprocal obligations and/or entitling the relevant creditor to terminate them in the event of declaration insolvency of the debtor will be unenforceable (except if expressly permitted by specific laws). The court can nonetheless terminate any such contracts at the request of the insolvency administrator (*provided* that management's powers have been solely conferred upon the insolvency administrator), or the company itself (if its powers to manage and dispose of its business are only subject to the intervention of the insolvency administrator), when such termination is in the interest of the estate (*resolución del contrato en interés del concurso*) or at the request of the non-insolvent party if there has been a breach of such contract following the declaration of insolvency (except for ongoing contracts (*tracto sucesivo*) which can also be terminated on merits taking place before the declaration of insolvency). In case that the breach by the insolvent debtor takes place after the declaration of the insolvency proceedings, or termination is justified on the interest of the estate, the termination of such contracts may result in the insolvent debtor having to return, and indemnify damages to, its counterpart against the insolvency estate (*con cargo a la masa*) or, in case of termination in the interest of the insolvency proceedings, the compensation will have the character of an insolvency claim (*crédito concursal*). On the other hand, the judge may decide to cure any breach of the insolvent debtor at its request or the insolvency administrator's request (*mantenimiento del contrato en interés del concurso*), in which case the non-insolvent party shall be entitled to seek specific performance against the insolvency estate (pre-deductible claim from the estate). Additionally, the declaration of insolvency determines that interest accrual is suspended, except credit rights secured with an *in rem* right, in which case remunerative interest accrues up to the value of the security, and except for any wage credits in favor of employees, which will accrue the legal interest set forth in the corresponding Law of the State Budget (*Ley de Presupuestos del Estado*).

According to the Spanish Insolvency Law, the insolvency administrator, unilaterally or at the request of the insolvent debtor, may reinstate (*rehabilitación*) credit and other facility agreements which were accelerated by the

creditor as a result of a payment default (of principal or interest) in the three months preceding the declaration of insolvency; *provided* that: (i) the insolvency administrator serves a notice of the reinstatement to the creditor before the expiry of the term available to lodge claims (generally, one month from the opening of the insolvency proceedings), and (ii) the insolvency administrator pays or deposits any due amounts and thereafter shall pay any amounts arising from the credit against the insolvency estate. The foregoing will not be applicable if the creditor has opposed to the reinstatement and has started enforcement proceedings before the declaration of the insolvency.

Liquidation

If neither the debtor nor a creditor proposes a voluntary composition agreement, or if no voluntary composition agreement is approved by the required majority, or if the approved voluntary composition agreement is not subsequently sanctioned by the court, the court will declare the debtor's liquidation. Liquidation is also declared when, once approved, the voluntary composition agreement is declared null, or breached.

The debtor may apply for liquidation at any time during the insolvency proceedings. Likewise, the liquidation phase may also be opened at the request of the insolvency administrator if the debtor's business or professional activities have ceased. Creditors generally lack legal standing to request the liquidation of the debtor.

In addition, if the composition agreement is sanctioned by court, liquidation shall be opened upon the petition of the debtor who anticipates it cannot meet the payments and obligations provided in the court-sanctioned composition agreement. Debtors can request for one amendment of the composition agreement if (i) two years have elapsed since its approval; (ii) it is feasible that said composition agreement will be breached in absence of fraud or willful misconduct of the debtor; and (iii) the amendment is needed for the viability of the debtor.

The opening of the liquidation phase entails several consequences for the debtor and its management, including the following:

- The debtor's management will be dismissed and replaced by the insolvency administrator.
- The court will declare the debtor's dissolution (which would have otherwise required the approval of its shareholders).
- Deferred claims will be accelerated and non-monetary claims will be converted into monetary claims.

The liquidation shall follow the special rules that the court may approve (which cannot provide for liquidation to go beyond one year or require court approval for the sale of any assets). If the court does not approve any such rules, then it shall follow the rules contained in the Spanish Insolvency Law. The insolvency administration will be required to prepare a liquidation plan that must be approved by the insolvency court.

Even if the court orders the liquidation, the debtor's business operations may continue until the court approves a liquidation plan—and also subsequently until the conclusion of the liquidation. Liquidation therefore does not necessarily imply the cessation of the business activities. The Spanish Insolvency Law does not establish a mandatory period for concluding the liquidation. The insolvency administrator is required to report quarterly on the liquidation. If the liquidation is not completed within one year, the court may appoint a different insolvency administrator when there is no justified reason for the delay.

Limitation on Validity and Enforcement of Guarantees and Security Interests Granted by Any Spanish Subsidiary

The obligations under the Notes and the Guarantees might not necessarily be enforced in accordance with their respective terms in every circumstance, such enforcement being subject to, *inter alia*, the nature of the remedies available in the Spanish courts, the acceptance by such court of jurisdiction, the discretion of the courts, the power of such courts to stay proceedings and the availability of defenses. In this regard:

- Spanish law does not possess the concept of "indemnity" in contracts, and the specific reception of this common law notion in the Spanish legal system is still subject to a degree of uncertainty. Spanish law recognizes explicitly liquidated damages provisions, as well as penalty provisions (both dimensions fall

within the Spanish term *cláusula penal*). Article 1152 of the Spanish Civil Code (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*) establishes that a *cláusula penal* agreed by the parties, unless otherwise determined by the agreement, will be deemed as a substitute for damages (*indemnización de daños*) and the payment of interest (*abono de intereses*) in an event of breach. Spanish courts may modify an agreed *cláusula penal* on an equitable basis if the debtor has partially or irregularly performed the obligations for whose complete breach the *cláusula penal* was foreseen in the contract (Article 1154 of the Spanish Civil Code), unless the penalty (liquidated damages) was aimed at such partial performance (and the liquidated damages clause is not disproportionate under fairness standards). Other grounds for the modification of a *cláusula penal* are possible but exceptional.

- Spanish law does not know punitive or exemplary damages, in contract or in tort. On non-contractual grounds, the excessive nature of the punitive or exemplary damages may run counter to Spanish public policy (*orden público*). In contract, there is doubt as to the enforceability in Spain of punitive or exemplary damages.

- Where obligations are to be performed in a jurisdiction outside Spain, they may not be enforceable in Spain to the extent that performance would be illegal under the laws of the relevant jurisdiction. In general, a Spanish court will take into consideration the overriding mandatory provisions of the jurisdiction where the obligations arising out of the contract have to be or have been performed, in so far as those provisions render the performance of the contract unlawful. In considering whether to give effect to those foreign provisions, the court will consider their nature and purpose and the consequences of their application or non-application.

- A Spanish court will apply the overriding mandatory provisions of the laws of Spain. A Spanish court may refuse the application of a provision of a foreign law applicable to the contract if the content of such provision is manifestly incompatible with the public policy (*orden público*) of Spain.

- Spanish law precludes the validity and performance of contractual obligations to be left at the discretion of one of the contracting parties (Article 1256 of the Spanish Civil Code). Therefore, Spanish courts may refuse to uphold and enforce terms and conditions of an agreement giving ample discretionary authority to one of the contracting parties to make binding determinations affecting the other party.

- Spanish law, as construed by the Spanish Supreme Court, sets limits based on good faith to the exercise by one party of the right to terminate an agreement granted by a provision therein, on the basis of a breach of obligations, undertakings or covenants which are merely ancillary or complementary to the main undertakings (such as payment obligations under financing agreements), foreseen under the relevant agreement.

- Under Spanish law, acts carried out in accordance with the terms of a legal provision whenever said acts seek a result which is forbidden by or contrary to law, shall be deemed to have been executed in circumvention of law (*fraude de ley*) and the provisions whose application was intended to be avoided shall apply.

- A Spanish court may not accept acceleration (*vencimiento anticipado*) of an agreement if the default underlying the decision to accelerate were only of minimal or trivial importance. Acceleration, in principle, is to be associated with a material default. The decision to accelerate an agreement must be based on objective facts and cannot be left to the sole discretion of one party as this would infringe Article 1256 of the Spanish Civil Code. It may not be disregarded that the enforcement of a guarantee or collateral granted by a Spanish Guarantor could require a judgment to be previously rendered in New York declaring the default or acceleration of the secured obligations and the amount due and payable thereunder.

- Under Spanish law, claims may become time-barred due to the lapse of the statute of limitations (five years being the general term established for obligations *in personam* under Article 1964 of the Spanish Civil Code) or an applicable statute of repose. Claims may also be or become subject to the defense of set-off or counterclaim.

- Under Article 1851 of the Spanish Civil Code (a provision whose application may be excluded by agreement of the guarantor and the creditor) establishes that an extension granted to a debtor by a creditor without the consent of the guarantor extinguishes the guarantee. The application of this provision is particularly likely when the extension granted may have some potential negative effect to the recovery rights of the guarantor vis-à-vis the debtor.

- In general terms, under Spanish law, any guarantee must guarantee a primary obligation to which it is ancillary. The primary obligation must be clearly identified in the guarantee agreement, and a guarantee such as the Guarantees granted by the Spanish guarantors will be null and void if the obligations it secures are declared null and void and may be affected by any amendment, supplement, waiver, repayment, novation or extinction of our obligations under the Notes. The enforcement of guarantees may be limited since the guarantor may not be required to pay any amount in excess of the amount owed by the principal debtor or under conditions that are less favorable than those applying to the principal debtor.

- Spanish law imposes a restriction on the granting of guarantees and security interests by Spanish companies such that guarantees or security in respect of the guaranteed or secured obligations shall not include nor extend to any obligations or amounts that would render such guarantees or security interests in contravention of the financial assistance restrictions provided for in the Spanish Companies Act. In particular, the Spanish financial assistance rules set forth in section 143.2 of the Spanish Companies Act regarding Spanish private limited liability companies (*sociedades limitadas*) and in section 150 of the Spanish Companies Act regarding Spanish public limited liability companies (*sociedades anónimas*) provide that Spanish public limited liability companies cannot grant any type of funds, guarantees or any other financial assistance to facilitate the acquisition of its own shares or the shares of their direct or indirect parent companies. This prohibition is broader for private limited liability companies, which cannot provide financial assistance to facilitate the acquisition of their shares, the shares of their parent companies or the shares of other companies within their corporate group. Therefore, any guarantee or security interest granted by any Spanish Guarantor shall not guarantee those obligations or liabilities which, if guaranteed, will constitute an infringement of Spanish financial assistance laws in accordance with the Spanish Companies Act and, in particular, any guarantee, security or indemnity granted by the Spanish Guarantors shall not extend to any payment obligation incurred by any person for the purpose of, directly or indirectly, acquiring, financing or refinancing the acquisition of the shares (*acciones*) or quota shares (*participaciones sociales*) of such Guarantor or those of its direct or indirect parent company or, in the case of a Spanish private limited liability companies (*sociedades limitadas*), of any company within its group. Guarantees, security or indemnities granted in breach of the financial assistance limitations may be declared null and void, and can result in the imposition of fines to the relevant directors of the companies committing such infringement. This includes not only board members but also all managers or individuals acting on behalf of the companies in such transactions.

- In addition, certain defenses available to any Spanish Guarantors may limit the amount guaranteed under the Guarantees. Under the Spanish Companies Act, Spanish companies (both public limited liability companies (*sociedades anónimas*) and private limited liability companies (*sociedades de responsabilidad limitada*) may issue and guarantee (or provide security for) numbered series of notes and other securities that recognize or create debt, with certain restrictions applicable to limited liability companies (*sociedades de responsabilidad limitada*). Pursuant to Section 401.2 of the Spanish Companies Act, Spanish private limited liability companies (*sociedades de responsabilidad limitada*) cannot issue notes in excess of an aggregate maximum amount equal to twice its own funds (*recursos propios*), unless the issue is secured by a mortgage, a pledge of securities, a public guarantee (*garantía pública*) or a joint guarantee from a credit institution. It cannot be disregarded that this restriction also applies to the Guarantees provided by the Spanish private limited liability companies (*sociedades de responsabilidad limitada*) in respect of the Notes. There is no consistent opinion among scholars and practitioners yet nor case law regarding the interpretation of Section 401.2 of the Spanish Companies Act on whether the restriction set out therein should apply not only to the issuance of notes but also to the guarantee provided by Spanish private limited liability companies (*sociedades de responsabilidad limitada*) covering such notes.

- The Spanish Companies Act under its section 160 f) establishes that deliberating and deciding on matters involving the "acquisition, disposal or transfer" of a company's essential assets falls within the scope of the

general shareholders' meeting's jurisdiction (*competencia de la junta general*). Assets are considered essential, among others, when the amount of the transaction exceeds 25% of the value of the company's assets shown in the latest approved balance sheet. In the absence of sufficient and conclusive case law (*jurisprudencia),* Spanish scholars (*doctrina*) have not reached a consensus at the time of this issuance as to whether the creation of encumbrances or liens on essential assets of a company (such as pledges or mortgages) shall be deemed to be an act of "disposal" for the purposes of section 160 f) of the Spanish Companies Act and, thus, fall within the scope of the aforementioned section, or whether it shall not be deemed to be an act of "disposal" and, thus, not fall within the scope of this section. The second interpretation would allow for the management body of a company—instead of the general shareholders' meeting— to deliberate and decide on the creation of encumbrances or liens on essential assets of a company. The Spanish Supreme Court treated this topic *obiter dicta* on its ruling 1045/2023, dated June 27, 2023, that set out that the granting of security may fall within the scope of such Article. In particular, the court argued that: "*In principle, this would not include financing transactions unless they involve, even if only by way of security, the possibility of disposing of significant company's assets. In any case, even if it were understood that, exceptionally, some financing transactions could fall within such article, this would not be the case for transactions carried out within the ordinary business of the company or those aimed at obtaining the resources necessary for the performance of any activity comprised in the company's corporate purpose. Therefore, if we were to accept that financing transactions may in certain cases fall within the scope of this article, the resolution of the shareholders' meeting would only be necessary when the financing transaction would jeopardize the company's viability or substantially modify the performance of its activity (or the way in which its corporate purpose is carried out), or when it would profoundly alter the initial risk calculation of the shareholders or their position of control. It is therefore necessary to consider the specific circumstances of the transaction in order to decide whether the general shareholders' meeting is required.*" It should also be noted that there is no further case law nor conclusive case law (*jurisprudencia*) addressing this topic. In this regard, the execution of the Security Documents by us has not been submitted to the deliberation and approval of our general shareholders' meeting.

- The terms "enforceable," "enforceability," "valid," "legal," "binding" and "effective" (or any combination thereof) mean that all the obligations assumed by the relevant party under the relevant documents are of a type enforced by Spanish courts; the terms do not mean that these obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular, enforcement before the courts will in any event be subject to the statements contained in this section, as well as:

  - the nature of the remedies available in the courts;

  - damages may be awarded if the specific performance of an obligation is deemed impracticable;

  - Spanish public policy (*orden público*);

  - the availability of defenses such as (without limitation), set-off (unless validly waived), indirect infringement or circumvention of a mandatory legal rule (*fraude de ley*), abuse in the exercise of rights (*abuso de derecho*), misrepresentation, force majeure, extraordinary unforeseen circumstances, undue influence (and under some laws in Spain other than the common laws of Spain, unfair advantage), fraud, duress, abatement and counter-claim; and

  - potential modifications by a court of the obligations deriving from the Spanish guarantees could be exceptionally imposed by Spanish courts when deemed necessary to restore the balance between the obligations of the parties to a contract in the presence of unexpected and exceptional circumstances directly affecting such balance, and such circumstances (i) were unforeseeable when the guarantees were executed, (ii) would not have been expressly or implicitly assumed in the objective risk assessment of the transaction and subjective risk assessment of the parties, and (iii) directly affect the position of the parties and entail a drastic change in the consideration or the reciprocal obligations assumed in the contract, to such an extent that strict compliance with the obligations assumed by one party turns to be nearly impracticable or extremely burdensome.

On demand guarantee

The structure of on demand guarantees is not specifically regulated in the Spanish Civil Code, but their validity and effectiveness have been reviewed in several judgments and defined by the Spanish Supreme Court as autonomous, independent and abstract (*funcionalmente abstractas*) guarantees. These judgments acknowledge the validity of provisions pursuant to which guarantors waive the ability to call on enforceability exceptions different to those arising from the guarantee. Notwithstanding the foregoing, certain case law has also admitted the possibility that, with certain limitations, the guarantor automatically raises the enforceability exception of fraud, bad faith or abuse of right (*abuso de derecho*) where the beneficiary enforces the guarantee in a fraudulent manner or in bad faith. Besides, case law has also admitted that the guarantor can stay the enforcement by showing that there has been no event of default (the guarantor bearing the burden of proof) through filing, ahead of the enforcement, an *ad hoc* declaratory proceeding requesting precautionary measures (the stay of the enforcement proceeding). Spanish courts may take the position of recharacterizing a first demand guarantee as a common guarantee when the first demand guarantee is not a standalone guarantee, or it is deemed to be in some way linked to the underlying guaranteed obligation.

Trust and Parallel debt

Given that the concept of "trust" and/or "parallel debt" is not recognized under Spanish law, guarantees and security interests require that the beneficiary of the guarantee/security interests and the creditor to be the same person. Such guarantee/security interests cannot be held by a third party which does not hold the guaranteed/secured claim but purports to hold guarantees/security interests for the parties that do. In any proceedings directly brought within the Spanish jurisdiction against any Spanish Guarantor, the concept of "parallel debt" is likely to be questioned by Spanish courts; we are not aware of any court precedent where it has been recognized by a Spanish court.

Corporate Benefit

All acts and transactions performed and carried out by a Spanish company must be in pursuit of and aligned with its corporate benefit and interest and, in particular, directors have a duty to act in the best interest of the Spanish company, as such interpretations of the laws of Spain by the Spanish courts may limit the ability of Spanish Guarantors to guarantee the Notes. The absence of such a reasonable and justified corporate benefit and interest may constitute grounds to challenge such acts and transactions. When assessing whether or not directors have acted in the best interest of a Spanish company, only the interest of such Spanish company are taken into account. Accordingly, transactions undertaken for the benefit of the group are not always considered consistent with the best interest of a Spanish company. In the context of upstream and cross-stream guarantees, the Spanish Supreme Court has ruled that the subsidiary granting the guarantee or security interest to secure the debt of its parent company or other companies of its group, should receive some kind of consideration or benefit, either directly or indirectly, to compensate the financial burden assumed in the interest of the group. This compensation (i) must be verifiable, even if it is not received simultaneously to the delivery of the guarantee or security; (ii) must be adequate and proportional to the burden assumed by the relevant company in the interest of its group; and (iii) must have an economic value. Furthermore, the action or transaction undertaken in the interest of the group must be justified and must not put the solvency of the subsidiary into jeopardy.

ADR procedural requirement prior to the filing of certain claims before Spanish courts

Organic Law 1/2025, of January 2, on measures for the efficiency of the Public Justice Service (*Ley Orgánica 1/2025, de 2 de enero, de medidas en materia de eficiencia del Servicio Público de Justicia*) ("LO 1/2025"), whose main block of measures entered into force on April 3, 2025, introduced, among other aspects, a mandatory procedural requirement prior to the filing of a claim before Spanish courts.

In the civil jurisdictional order and, in general, in civil and commercial matters, the admission of a claim will be subject to the requirement to: (i) previously resort to an appropriate dispute resolution mechanism ("MASC," according to the terminology of LO 1/2025) that can resolve the object of the potential litigation; and (ii) prove to the courts, in a sufficient manner, the intent to have resorted to a MASC for all appropriate legal purposes, including legal costs. In this sense, courts may condemn a party to bear the legal costs of a subsequent judicial proceedings, regardless of its outcome, if they consider that said party did not contribute to a potential out-of-court solution through the MASC.

This requirement to resort to a MASC will be enforceable in civil and commercial matters, including cross-border disputes. It will not, however, be applicable to insolvency proceedings.

The concept of MASC is defined in LO 1/2025 as any type of negotiation activity, recognized in it or in other laws, to which the parties to a dispute resort in good faith to find an out-of-court solution, either by themselves or with the intervention of a third party. LO 1/2025 includes, in addition to direct negotiations between the parties, the following MASCs: (i) mediation, whereby the parties, by themselves and with the help of a third party (the mediator), try to reach a mutually satisfactory agreement; (ii) private conciliation, whereby a third person may be called upon to manage a negotiation activity aimed at the parties' reaching an agreement; (iii) confidential binding offers (*oferta vinculante confindencial*) made by one party to the other with the intention of settling a dispute; (iv) the opinion of an independent expert (*opinión de persona experta independiente*) on the subject matter of the dispute, which has a non-binding nature; and (v) a collaborative law process (*proceso de Derecho colaborativo*), which consists of a negotiation process whereby the lawyers waive the right to represent their clients in court in the event of failure to reach a full or partial settlement of the dispute.

Furthermore, the negotiation process of the MASC and the documentation used in it are confidential, except for information relating to whether or not the parties fulfilled the procedural requirement to resort to a MASC prior to filing of a claim. Thus, confidential information intended to be used as evidence in court will generally not be admitted.

The request of one of the parties to the other to initiate a negotiation through a MASC, provided that the object of the negotiation is adequately defined, will interrupt the statute of limitations (*prescripción*) or suspend the expiration of actions (*caducidad*) from the date on which the attempt of communication is recorded. The interruption or suspension will continue until the date of the signing of the agreement or the termination of the MASC without agreement.

If the initial request for negotiations is not answered or the MASC process is terminated without agreement, the claim must be filed within one year from the date of receipt of the request for negotiation by the party to whom it was addressed or, as the case may be, from the date of termination of the MASC without agreement.

Sweden

Travellink AB, reg. no. 556596-2650, a Guarantor of the Notes (the "Swedish Guarantor"), is incorporated under the laws of Sweden.

As follows from the above under the heading "European Union," the Swedish Guarantor will in principle be subject to insolvency proceedings covered by the Recast Insolvency Regulation if it has its COMI in Sweden. Any insolvency proceedings applicable to the Swedish Guarantor including any and all of its assets (in Sweden and abroad) will, as a starting point and by virtue of Article 7 of the Recast Insolvency Regulation be governed by Swedish insolvency law (*lex concursus*).

Under Swedish law, a debtor company may be subject to one of two types of insolvency proceedings: (i) bankruptcy pursuant to the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*), as amended (the "Swedish Bankruptcy Act"), and (ii) reorganization pursuant to the Swedish Company Reorganization Act (2022:964), as amended (the "Swedish Reorganization Act").

The insolvency laws of Sweden may not be as favorable to creditors as the insolvency laws of other jurisdictions, including, *inter alia*, in respect of priority of creditors' claims, the ability to obtain post-petition interest and the duration of insolvency proceedings, and hence may limit the ability of creditors to recover payments due on the Notes and the Guarantee provided by the Swedish Guarantor to an extent exceeding the limitations arising under the insolvency laws of other jurisdictions. The following is a brief description of certain aspects of the insolvency laws of Sweden.

Bankruptcy Proceedings

Pursuant to the Swedish Bankruptcy Act, if a company is unable to rightfully pay its debts as they fall due and such inability is not merely temporary, it is deemed insolvent and can be declared bankrupt following a bankruptcy petition filed with the competent district court by the debtor or by a creditor of the debtor.

When declared bankrupt, a receiver in bankruptcy (Sw. *konkursförvaltare*) is appointed by the competent court and will work in the interest of all creditors with the objective of realizing the debtor's assets and distributing the proceeds among the creditors. The bankruptcy estate is deemed to constitute a separate legal entity. The purpose of Swedish bankruptcy proceedings is to wind up a Swedish company in such a way that the company's creditors receive as high a proportion of their claims as possible. The receiver in bankruptcy is required to safeguard the assets and can decide to continue the business or to close it down, depending on what is considered best for all creditors. In general, the receiver in bankruptcy is required to sell the assets of the debtor as soon as possible and to distribute the proceeds in accordance with mandatory priority rules (see below under the heading "*Priority of certain creditors*"). In the interim, the receiver will take over the management and control of the company and its directors and/or managing director will no longer be entitled to represent the company or dispose of the company's assets.

The declaration of bankruptcy does not automatically terminate existing contracts; instead, the receiver in bankruptcy may, under certain circumstances, in its discretion choose to have the bankruptcy estate itself step into any such existing contracts. A clause in a contract which provides that the contract is terminated by reason of a bankruptcy may be unenforceable. If the bankruptcy estate steps into the contract and performance by the creditor is due, the creditor may demand that the bankruptcy estate performs its newly assumed obligations as well or, if a grace period has been granted, request that the bankruptcy estate, without unreasonable delay, provides acceptable security for its performance. If performance by the creditor is not due, the creditor may request security where this is necessary in order to protect it against loss. If the bankruptcy estate does not step into the contract within a reasonable time after the creditor's demand or if it does not comply with the creditor's request to provide security, the creditor may terminate the contract.

Priority of Certain Creditors

When distributing the proceeds, the receiver must follow the mandatory provisions set out in the Swedish Rights of Priority Act (Sw. *förmånsrättslag (1970:979)*), as amended (the "Rights of Priority Act"), which states the order in which creditors have the right to be paid. As a general principle, in bankruptcy proceedings competing claims have equal right to payment in relation to the size of the amount claimed from the debtor's assets. However, some preferential and secured creditors, where such preference or security may arise as a consequence of law, have the benefit of payment before other creditors. There are two types of preferential rights: "specific preferential rights" and "general preferential rights." Specific preferential rights are vested in certain specific property and give the creditor a right to payment out of such property. Such preferential and secured creditors may also under certain circumstances enforce the security in accordance with the Swedish Enforcement Act (Sw. *utsökningsbalken (1981:774)*)(the "Swedish Enforcement Act"), or if the security is provided by way of a pledge on movable assets (Sw. *handpanträtt*), enforce through private enforcement procedures as permitted pursuant to the Swedish Bankruptcy Act. General preferential rights cover all property that belongs to the bankruptcy estate which is not covered by specific preferential rights and give the creditor a right to payment from such property. Claims that do not carry any of the above-mentioned preferential rights or exceed the value of the security provided for such claim (to the extent of such excess), are non-preferential and are of equal standing as against each other (unless subordinated). A claim can be subordinated if, for instance, the creditor has entered into an agreement with the debtor stipulating such subordination.

Limitations on Enforceability due to the Swedish Reorganization Act

The Reorganization Act (Sw. *Lag (2022:964) om företagsrekonstruktion*) provides companies facing difficulties in meeting their payment obligations or is otherwise having financial difficulties that may lead to insolvency with an opportunity to resolve such without being declared bankrupt provided that the company is deemed to be able to survive should a business reorganization be permitted by the court (Sw. *livskraft*). A petition for company reorganization may be presented to the court by the company or a creditor of the company but a reorganization order may only be granted subject to the company's approval. Corporate reorganization proceedings shall, as a main rule, terminate within three months from commencement but may, if there is special cause, be extended for several additional three-month periods. In any case, a company reorganization may not proceed for an aggregate period exceeding 12 months unless the court has resolved on a restructuring plan negotiation prior thereto. In such case, the company reorganization shall terminate no later than 15 months after the court order regarding the company reorganization. The company reorganization shall terminate if, among other situations, debtor so requests and no order regarding a restructuring plan negotiation has been issued or if the administrator so requests.

An administrator is appointed by the court and investigates whether the business which the debtor conducts can continue, in whole or in part, and if so, in what manner and safeguards the interests of creditors. The debtor is obligated to provide the administrator with all information regarding its financial position which is of significance in the reorganization of the business. The debtor shall comply with the administrator's instructions regarding the manner in which the business shall be operated. However, the debtor remains in full possession of the business except that, the debtor may not, without the administrators consent, perform obligations which arose prior to the order regarding company reorganization or provide security for such obligations, assume new obligations which are not in the course of the day-to-day management of the business or transfer, pledge, or grant any rights in property of material significance to the debtor's business. The administrator's consent in respect of obligations which arose prior to the order regarding company reorganization or security for such obligations may only be granted should there be exceptional reasons for doing so and any petition for bankruptcy in respect of the debtor will be stayed. A legal act that the debtor undertakes in violation of the requirement for the administrator's consent, shall be rescinded if the administrator, within a reasonable time after they learned or should have learned about the legal act, so requests.

The corporate reorganization proceedings do not have the effect of terminating contracts with the debtor. Instead the Reorganization Act includes rules that restrict termination of contracts on the grounds that a delay in payment or other performance has occurred or is anticipated to occur prior to the order regarding company reorganization. During the period when the company reorganization is pending, no attachment or other enforcement measures pursuant to the Swedish Enforcement Code (Sw. *utsökningsbalken* (1981:774)) may take place against the debtor. During this period of time, a creditor also may not, in any other manner, enforce security over the assets of the debtor. However, a levy of execution or enforcement of security over assets may take place in respect of a claim for which the creditor holds a possessory pledge or right of retention, provided it is unlikely that the company reorganization will thereby be jeopardized, or where the impact on the creditor would otherwise be unreasonably burdensome and, in respect of enforcement of security over assets, the administrator has consented to the enforcement. If the creditor enforces security over the assets of the debtor without the administrator's consent, the enforcement is invalid.

The debtor in a company reorganization may request that the court order a negotiation regarding a reorganization plan (plan negotiation). A plan negotiation can also be requested by the administrator but only if the debtor's proposal does not lead to the approval of a restructuring plan. A reorganization plan shall contain the measures, for example, debt write-down, increase/decrease of share capital, conversion of debt to equity and new financing with super priority, which are necessary to deal with the debtor's financial difficulties and to ensure that the debtor's business can continue, in whole or in part.

In a plan negotiation the participants are the creditors whose claims arose prior to the initiation of the company reorganization, as well as shareholders and other parties with an ownership interest in the debtor or the debtor's business (affected parties), provided their claims or rights are directly affected by the reorganization plan. Furthermore, affected parties are divided into different classes depending on their claims and interests. A reorganization plan is adopted by the affected parties, if in each class at least two-thirds of the participating parties have approved the reorganization plan, and their claims or rights amount to at least two-thirds of the claims or rights for which voting rights may be exercised. Should the required consent not be obtained, a cross-class cram-down may under certain circumstances be possible. A reorganization plan becomes binding if it is adopted by a sufficient number of classes and confirmed by the court. The court can under certain circumstances resolve that a plan should not be adopted, although having been approved by all asset classes.

It should be noted that Swedish courts may not recognize the authorization granted to an agent or a security agent in an agreement to represent the holders, as a right to represent them in court. An agent or security agent may therefore only represent holders that have issued a separate power of attorney to the agent or security agent, which must be demonstrated to the court as an original.

Liquidation due to Capital Deficiency

Pursuant to the Swedish Companies Act (Sw. *aktiebolagslagen* (2005:551)), as amended (the "Swedish Companies Act"), whenever a company's board of directors has a reason to assume that, as a result of losses or reductions in the value of the company's assets or any other event, the company's equity is less than half the registered share capital, the company's board of directors shall prepare a special balance sheet (Sw. *kontrollbalansräkning*) and have the auditors examine it. The same obligation arises if the company in connection with enforcement pursuant to Chapter 4 of the Swedish Enforcement Act is found to lack seizable assets.

If the special balance sheet shows that the equity of the company is less than half of the registered share capital, the board of directors shall, as soon as possible, issue a notice to call a shareholders' meeting which shall consider whether the company shall go into liquidation (initial shareholders' meeting). The special balance sheet and an auditor's report with respect thereto shall be presented at the initial shareholders' meeting.

If the special balance sheet presented at the initial shareholders' meeting fails to show that, on the date of such meeting, the equity of the company amounts to the registered share capital and the initial shareholders' meeting has not resolved that the company shall go into liquidation, the shareholders' meeting shall, within eight months of the initial shareholders' meeting, reconsider the issue of whether the company shall go into liquidation (second shareholders' meeting). However, when a company is subject to a company reorganization during the aforesaid eight-month time period, a second shareholders' meeting does not need to be held earlier than two months after the reorganization has terminated. Prior to the second shareholders' meeting, the board of directors shall prepare a new special balance sheet and cause such to be reviewed by the company's auditors. The new special balance sheet and an auditor's report thereon shall be presented at the second shareholders' meeting.

A shareholders' resolution on liquidation of the company shall be registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*), which shall appoint a liquidator. Should the shareholders not resolve on such voluntary liquidation where required (which is where (i) a second shareholders' meeting is not held within the period of time stated above, or (ii) the new special balance sheet which was presented at the second shareholders' meeting was not reviewed by the company's auditor or fails to show that, on the date of such meeting, the equity of the company amounts to at least the registered share capital), the court may put the company into compulsory liquidation and appoint a liquidator. The liquidator takes over management and control of the company and shall sell the company's assets and settle the company's debts with the proceeds. The liquidator shall give notice to the company's unknown creditors, and creditors that have not lodged their claims with the liquidator within six months following such notice will have forfeited their rights to their claims.

Challengeable Transactions

In Swedish bankruptcy and, if certain conditions are met, company reorganization proceedings, transactions can (in certain circumstances and subject to different time limits) be reversed and the goods or monies can then be returned to the bankruptcy estate or the company subject to company reorganization. Broadly, these transactions include, among others, situations where the debtor has conveyed property fraudulently or preferentially to one creditor to the detriment of one or more of its other creditors before the initiation of the relevant insolvency proceedings, created a new security interest, granted a guarantee or security that was either not stipulated at the time when the secured obligation arose or not perfected without delay after such time and the delay is not considered to be ordinary, or paid a debt that is not due or that is considerable compared to the value of the debtor's assets or if the payment is made by using unusual means of payment. In the majority of situations, a claim for recovery can be made concerning actions that were made during the three-month period preceding the commencement of the relevant Swedish insolvency proceedings. In certain situations, longer time limits apply, and in others there are no time limits. These include, among others, situations where the other party to an agreement or other arrangement is deemed to be a closely related party to the debtor such as a subsidiary or parent company and situations where the other party to an agreement or other arrangement are aware of, *inter alia*, the insolvency of the debtor.

Limitations on the Validity and Value of a Guarantee

If a Swedish limited liability company (a "Swedish Company") provides a guarantee without receiving sufficient corporate benefit in return, such guarantee will, according to the Swedish Companies Act, in whole or in part, constitute a transfer of value from a Swedish Company which would be unlawful if, and to the extent (i) the Swedish Company would have insufficient cover for its restricted equity capital after such value transfer, or (ii) if it would not be considered prudent by the Swedish Company to undertake the value transfer after having taken into consideration the equity requirements imposed by the nature, scope and risks relating to the Swedish Company's business or the Swedish Company's need to strengthen its balance sheet, liquidity or financial position. Where the Swedish limited liability company is a parent company, the latter assessment is made also on a group level.

This could be the case if, at the time the guarantee for the obligations of a third party is provided by a Swedish Company, such third party is deemed unable to fulfil its obligation to indemnify the Swedish Company if the guarantee is utilized. Furthermore, this could also be the case if a Swedish Company provides a guarantee in respect of debt

owed by a company which is not the subsidiary of the Swedish Company without the Swedish Company receiving sufficient corporate benefit in return.

The Guarantee provided by the Swedish Guarantor is limited in accordance with the above restrictions relating to corporate benefit and contains limitation language limiting the liability of the Swedish Guarantor thereunder if required by the abovementioned restrictions relating to unlawful value transfers.

The Swedish Companies Act also prohibits a Swedish Company from providing a guarantee for a loan that is provided to facilitate the acquisition of shares in the Swedish Company itself or any of its group companies (with the exception of its subsidiaries), and a Swedish Company may not provide a guarantee for the obligations of a parent or sister company, unless the parent company of the group, to which the company and such parent or sister company belongs, is domiciled within the EEA or unless the guarantee is provided for the debtor's business operations and for purely commercial reasons.

Foreign Currency

Swedish courts may award judgments in currencies other than the local currency but the judgment debtor has the right under Swedish law to pay the judgment debt, even though denominated in a foreign currency, in the local currency at the rate of exchange prevailing at the date of payment.

Trust

Currently, Swedish law does not contain any provisions for trusts to be formed and trustees to be appointed. While Swedish law does not know the concept of trust, it is generally believed that a trustee that has been appointed under foreign law, provided that a trustee is capable of being appointed under the laws governing such appointment, will be recognized and acknowledged in Sweden and that such an appointed trustee may be able to claim and enforce or procure the enforcement of the rights of the beneficiaries under the trust, subject to the terms of the relevant documents.

Parallel Debt

The concept of parallel debt arrangements is not generally recognized under Swedish law and any agreement or document may not be enforceable to the extent it purports to effect such arrangements.

Automatic release

Any security created over any Collateral subject to Swedish rules on perfection of security interests may not be valid and enforceable under Swedish law to the extent the holder of Collateral is obligated to release the Collateral other than in connection with full repayment of the secured debt or with the prior consent of the Security Agent.

United States of America

Fraudulent Transfer or Fraudulent Conveyance

Under the U.S. Bankruptcy Code or comparable provisions of U.S. state fraudulent transfer or fraudulent conveyance laws, a court may avoid or otherwise decline to enforce the incurrence of the obligations under the Notes, the issuance of the Guarantees and the grant of Collateral, whether now or in the future, by us and the Guarantors (together, the "Obligors"), if, among other things, at the time the Obligors incurred the obligations, issued the related Guarantee or gave the Collateral (or in some U.S. states, at the time payments became due under the Notes or the Guarantees):

- the applicable Obligor intended to hinder, delay or defraud any present or future creditor; or
- the applicable Obligor received less than reasonably equivalent value or fair consideration for the incurrence of such indebtedness, issuance of such Guarantee or the grant of such Collateral and either:
    - was insolvent or rendered insolvent by reason of such incurrence, issuance or grant of security;

- was engaged in a business or transaction for which the applicable Obligor's remaining assets constituted unreasonably small capital; or

- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

As a general matter, value is given for a transfer or an obligation if, in exchange for such transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a Guarantor did not receive reasonably equivalent value or fair consideration for its Guarantee or grant of Collateral to the extent that the Guarantor did not obtain a reasonably equivalent benefit from the issuance of the Notes.

The measures of insolvency for purposes of these fraudulent transfer or fraudulent conveyance laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer or fraudulent conveyance has occurred. Accordingly, we cannot be certain as to the standards a court would use to determine whether or not any of the Obligors were insolvent at the relevant time, or, regardless of the standard that a court uses, that it would not determine that an Obligor was indeed insolvent on that date or that any payments to the holders of the Notes (including under the Guarantees) did not constitute preferences, fraudulent transfers or fraudulent conveyances on other grounds. Generally, however, an Obligor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair value of all of its assets;

- if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

- it could not pay its debts as they become due.

Each Guarantee will be limited to the maximum amount that such Guarantor is permitted to guarantee under applicable law. As a result, any such Guarantor's liability under its Guarantee could be reduced to zero, depending on, among other things, the amount of other obligations of such Guarantor. Although each Guarantee will contain a provision intended to limit that Guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its Guarantee to be a fraudulent transfer or fraudulent conveyance, this provision may not be effective as a legal matter or otherwise to protect those Guarantees from being voided under the U.S. Bankruptcy Code or comparable provisions of U.S. state fraudulent transfer or fraudulent conveyance laws or may reduce that Guarantor's obligation to an amount that effectively makes its Guarantee worthless.

If a court were to void the issuance of the Notes or any related guarantee or security interest, you would no longer have any claim against us or the applicable Guarantor, or the right to enforce upon the underlying collateral that is the subject of the related security interest in question. Sufficient funds to repay the Notes may not be available from other sources, including the remaining Obligors, if any. In addition, the court might direct you to repay any amounts that you already received from us or any Guarantor. In the event of a finding that a fraudulent transfer or fraudulent conveyance occurred, you may not receive any repayment on the Notes. Further, the avoidance of the Notes could result in an event of default with respect to our own and our subsidiaries' other debt, which could result in acceleration of that debt.

Automatic Stay

The right of a holder of the Notes to enforce its security interests against the Obligors upon the occurrence of an event of default under the Indenture governing the Notes is likely to be significantly impaired by applicable U.S. bankruptcy law if we became subject to a case under the U.S. Bankruptcy Code before such security interest was enforced. Upon the commencement of a case under the U.S. Bankruptcy Code, a secured creditor, such as a holder of Notes, is prohibited by the automatic stay imposed by the U.S. Bankruptcy Code from obtaining possession or exercising control over its collateral or enforcing its security interest against a debtor in a U.S. bankruptcy case, without a U.S. bankruptcy court's approval, which may not be given. In addition, in any such bankruptcy case, we and any Guarantor would be stayed from making any ongoing payments on the Notes or applicable Guarantee, respectively, and the holders of the Notes may not be legally entitled to receive post-petition interest or applicable fees, costs or charges, or (as further detailed below) any "adequate protection" under the U.S. Bankruptcy Code.

The U.S. Bankruptcy Code permits the debtor to continue to retain and use collateral even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The term "adequate protection" is not defined in the U.S. Bankruptcy Code, but it includes making periodic cash payments, providing an additional or replacement lien or granting other relief, in each case, to the extent that the collateral decreases in value during the pendency of the U.S. bankruptcy case as a result of, among other things, the use, sale or lease of such collateral or the imposition of the automatic stay. The type of adequate protection provided to a secured creditor may vary according to circumstances. A U.S. bankruptcy court may determine that a secured creditor may not require additional adequate protection for a diminution in the value of its collateral if the value of the collateral exceeds the amount of the debt that it secures.

In view of the automatic stay, the lack of a precise definition of the term "adequate protection" and the broad discretionary power of a U.S. bankruptcy court, it is impossible to predict:

- whether or when a holder of the Notes could enforce its security interests;
- the value of the Collateral at the time of the bankruptcy petition; or
- whether or to what extent holders of the Notes would be compensated for any delay in payment or loss of value of the Collateral through the requirement of "adequate protection."

Preference

Any future (i) grant of security interest with regard to the Collateral in favor of the Notes, including pursuant to security documents delivered after the date of the Indenture governing the Notes or where a lien securing the Collateral is perfected after the date of the Indenture governing the Notes, (ii) payment by us pursuant to the Notes or by a Guarantor under a Guarantee, or (iii) guarantee in favor of the holders of the Notes might be avoidable by the grantor (as debtor in possession) or by its trustee in bankruptcy as a preference if certain events or circumstances exist or occur, including, among others, if:

- the grantor is insolvent at the time of such grant, payment or guarantee (as applicable);
- such grant, payment or guarantee (as applicable) is made for or on account of an antecedent debt;
- such grant, payment or guarantee permits the holders of the Notes to receive a greater recovery than if the bankruptcy case were a case under chapter 7 of the U.S. Bankruptcy Code and the grant, payment or guarantee (as appliable) had not been given; and
- a bankruptcy case in respect of the grantor is commenced within:
    - one year following the grant, payment or guarantee (as applicable), if the grant, payment or guarantee is made to an insider; or
    - 90 days following the grant, payment or guarantee (as applicable), if the grant, payment or guarantee is made to a non-insider party.

To the extent that the security interest, payment or guarantee is avoided as a preference or otherwise, you would lose the benefit of such security interest, payment or guarantee.

Equitable Subordination

Finally, as a court of equity, a U.S. bankruptcy court may subordinate the claims in respect of the Notes or Guarantees to other claims against us or the Guarantors, respectively, under the principle of equitable subordination, if the U.S. bankruptcy court determines that (i) the holder of Notes engaged in some type of inequitable conduct, (ii) the inequitable conduct resulted in injury to other creditors of any Obligor or conferred an unfair advantage upon such holder of Notes and (iii) equitable subordination of such holder's claim in respect of the Notes or Guarantees is not inconsistent with the provisions of the U.S. Bankruptcy Code.

BOOK-ENTRY, DELIVERY AND FORM

General

The Notes issued to qualified institutional buyers (as defined in Rule 144A under the Securities Act) in reliance on Rule 144A (the "Rule 144A Global Notes") will in each case initially be represented by one or more global Notes in registered form without interest coupons attached and the Notes issued to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act (the "Regulation S Global Notes") will in each case initially be represented by one or more global Notes in registered form without interest coupons attached. The Rule 144A Global Notes together with the Regulation S Global Notes are collectively referred to as the "Global Notes." The Global Notes were deposited with a common depositary, and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

Ownership of interests in the Rule 144A Global Notes (the "Restricted Book-Entry Interests") and ownership of interests in the Regulation S Global Notes (the "Unrestricted Book-Entry Interests" and, together with the Restricted Book-Entry Interests, the "Book-Entry Interests") will be limited to persons that have accounts with Euroclear or Clearstream or persons that hold interests through such participants.

Euroclear and Clearstream will hold interests in the Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries. Except under the limited circumstances described below, Notes will not be issued in definitive form.

Book-Entry Interests will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream and their participants. The laws of some jurisdictions, including some states of the United States, may require that certain purchasers of securities take physical delivery of those securities in definitive form. The foregoing limitations may impair your ability to own, transfer or pledge Book-Entry Interests. In addition, while the Notes are in global form, holders of Book-Entry Interests will not be considered the owners or "holders" of Notes for any purpose.

So long as the Notes are held in global form, Euroclear or Clearstream, as applicable, will be considered the sole holder(s) of the Global Notes for all purposes under the Indenture governing the Notes. In addition, participants must rely on the procedures of Euroclear or Clearstream, as applicable, and indirect participants must rely on the procedures of the participants through which they own Book-Entry Interests to transfer their interests or to exercise any rights of holders under the Indenture governing the Notes. Neither we nor the Trustee will have any responsibility or be liable for any aspect of the records relating to the Book-Entry Interests.

Payments on Global Notes

Payments of any amounts owing in respect of the Global Notes (including principal, premium, if any, interest and Additional Amounts, if any) will be made by us to the common depositary or its nominee for Euroclear and Clearstream. The common depositary or its nominee will distribute such payments to participants in accordance with their procedures. Payments of all such amounts will be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made by any applicable law or regulation of Luxembourg or otherwise as described under "Description of the Notes—Additional Amounts," then, to the extent described under "Description of the Notes—Additional Amounts," such Additional Amounts will be paid as may be necessary in order that the net amounts received by any holder of the Global Notes or owner of Book-Entry Interests after such deduction or withholding will equal the net amounts that such holder or owner would have otherwise received in respect of such Global Note or Book-Entry Interest, as the case may be, absent such withholding or deduction. We expect that payments by participants to owners of Book-Entry Interests held through those participants will be governed by standing customer instructions and customary practices. Under the terms of the Indenture governing the Notes, we and the Trustee will treat the registered holder of the Global Notes (e.g., Euroclear or Clearstream (or their respective nominees)) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, neither we, the Trustee nor any of our or the Trustee's agents have or will have any responsibility or liability for:

(1) any aspect of the records of Euroclear or Clearstream or of any participant or indirect participant relating to or payments made on account of a Book-Entry Interest, or for maintaining, supervising or reviewing the records of Euroclear or Clearstream or any participant or indirect participant relating to or payments made on account of a Book-Entry Interest;

(2) Euroclear or Clearstream or any participant or indirect participant; or

(3) the records of the common depositary.

Currency of payment for the Global Notes

The principal of, premium, if any, and interest on, and all other amounts payable in respect of the Global Notes will be paid to holders of interest in such Notes through Euroclear or Clearstream in Euros.

Action by Owners of Book-Entry Interests

Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of Notes only at the direction of one or more participants to whose account the Book-Entry Interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Notes. However, if there is an Event of Default under the Notes, Euroclear and Clearstream reserve the right to exchange the Global Notes for Definitive Registered Notes in certificated form, and to distribute such Definitive Registered Notes to its participants.

Transfers

Transfers between participants in Euroclear and Clearstream will be effected in accordance with Euroclear and Clearstream rules and will be settled in immediately available funds. If a holder of Notes requires physical delivery of Definitive Registered Notes for any reason, including to sell Notes to persons in states which require physical delivery of such securities or to pledge such securities, such holder of Notes must transfer its interest in the Global Notes in accordance with the normal procedures of Euroclear and Clearstream and in accordance with the procedures set forth in the Indenture governing the Notes.

The Global Notes will bear a legend to the effect set forth in "Notice to Investors." Book-Entry Interests in the Global Notes will be subject to the restrictions on transfers and certification requirements discussed under "Notice to Investors."

Transfer of Restricted Book-Entry Interests to persons wishing to take delivery of Restricted Book-Entry Interests will at all times be subject to such transfer restrictions.

Restricted Book-Entry Interests may be transferred to a person who takes delivery in the form of any Unrestricted Book-Entry Interest only upon delivery by the transferor of a written certification (in the form provided in the Indenture governing the Notes) to the effect that such transfer is being made in accordance with Regulation S or Rule 144 (if available) under the Securities Act.

Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book-Entry Interest in the other Global Note will, upon transfer, cease to be a Book-Entry Interest in the first mentioned Global Note and become a Book-Entry Interest in such other Global Note, and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such a Book-Entry Interest.

Definitive Registered Notes

Under the terms of the Indenture governing the Notes, owners of the Book-Entry Interests will receive Definitive Registered Notes only:

(1) if Euroclear or Clearstream notifies us that it is unwilling or unable to continue to act and a successor is not appointed by us within 90 days; or

(2) if Euroclear or Clearstream so requests following an Event of Default under the Indenture governing the Notes.

Information concerning Euroclear and Clearstream

Euroclear and Clearstream hold securities for participating organizations and facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream provide to their participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear or Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodian relationship with Euroclear or Clearstream participants, either directly or indirectly.

Trustee's Powers

In considering the interests of the holders of the Notes, while title to the Notes is registered in the name of a nominee for a clearing system, the Trustee may have regard to any information provided to it by that clearing system as to the identity (either individually or by category) of its accountholders with entitlements to Notes and may consider such interests as if such accountholders were the holders of the Notes.

Enforcement

For the purposes of enforcement of the provisions of the Indenture governing the Notes against the Trustee, the persons named in a certificate of the holder of the Notes in respect of which a Global Note is issued shall be recognized as the beneficiaries of the trusts set out in the Indenture governing the Notes to the extent of the principal amounts of their interests in Notes set out in the certificate of the holder, as if they were themselves the holders of Notes in such principal amounts.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not constitute tax advice and does not purport to be a complete analysis of all tax considerations relating to the Notes, as applicable, whether in Spain or elsewhere. Holders should consult their own tax advisors as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Spain of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes. This summary is based upon the law as in effect on the date of this Offering Memorandum and is subject to any change in law that may take effect after such date.

Holders should also note that the appointment of a custodian, collection agent or similar person in relation to such Notes in any jurisdiction may have tax implications. Holders should consult their own tax advisors in relation to the tax consequences for them of any such appointment.

Spanish Tax Considerations

The following summary describes the main Spanish tax implications related to the holding or transfer of the Notes by holders that are resident or non-resident in Spain for tax purposes that are the beneficial owners of the Notes.

The information provided below does not purport to be a complete analysis of the tax law and practice currently applicable in Spain, and it is not intended to be, nor should it be construed to be, legal or tax advice, and does not address all the tax consequences applicable to all categories of holders, some of which (such as look through entities or holders of the Notes by reason of employment) may be subject to special rules. Prospective purchasers of the Notes are advised to consult their own tax advisors as to the tax consequences, of purchasing, owning and disposing of Notes. This tax section is based on Spanish law as in effect on the date of this Offering Memorandum as well as on administrative interpretations thereof, and does not take into account any changes in the law implemented after the date of this Offering Memorandum. It does not indicate the tax treatment applicable under the regional tax regimes in the Historical Territories of the Basque Country and the Community of Navarre, or under the provisions passed by autonomous regions which may apply to specific holders for specific taxes. References in this section to holders include the beneficial owners of the Notes, where applicable.

The information provided below has been prepared in accordance with the following Spanish tax legislation in force at the date of this Offering Memorandum:

(i) of general application, Additional Provision One of Law 10/2014, of June 26 on the management, supervision and solvency of credit institutions ("Law 10/2014"), as well as Royal Decree 1065/2007 ("Royal Decree 1065/2007"), of July 27, as amended by Royal Decree 1145/2011 of July 29, establishing information obligations in relation to preferential holdings and other debt instruments and certain income obtained by individuals resident in the EU and other tax rules;

(ii) for individuals with tax residency in Spain who are personal income tax ("Personal Income Tax") taxpayers, Law 35/2006, of November 28 on Personal Income Tax and on the partial amendment of the Corporate Income Tax Law, Non Residents Income Tax Law and Wealth Tax Law as amended, (the "Personal Income Tax Law"), and Royal Decree 439/2007, of March 30, promulgating the Personal Income Tax Regulations as amended, along with Law 19/1991, of June 6, 1991, on the Net Wealth Tax, Law 29/1987, of December 18, 1987, on the Inheritance and Gift Tax, as amended ("IGT") and Law 38/2022, of December 27, for the establishment of temporary taxes on energy and on credit institutions and financial credit establishments (the "Solidarity Tax Law");

(iii) for legal entities resident for tax purposes in Spain which are corporate income tax ("CIT") taxpayers, Law 27/2014, of November 27, of the Corporate Income Tax Law, and Royal Decree 634/2015, of July 10, promulgating the Corporate Income Tax Regulations as amended (the "CIT Regulations"); and

(iv) for individuals and entities who are not resident for tax purposes in Spain which are subject to the Spanish Non-Resident Income Tax ("NRIT"), Royal Legislative Decree 5/2004, of March 5, 2004, promulgating

the Consolidated Text of the NRIT Law, as amended, and Royal Decree 1776/2004, of July 30, 2004, promulgating the NRIT Regulations, along with Law 19/1991, of June 6, 1991, on the Net Wealth Tax and Law 29/1987, of December 18, 1987, on the IGT.

Whatever the nature and residence of the beneficial owners of the Notes, the acquisition and transfer of Notes is exempt from Financial Transaction Tax ("*Impuesto de Transacciones Financieras*") and other indirect taxes in Spain, including transfer tax and stamp duty, in accordance with the consolidated text of such taxes promulgated by Royal Legislative Decree 1/1993, of September 24, 1993, and exempt from value added tax, in accordance with Law 37/1992, of December 28, 1992, regulating such tax and related provisions.

Individuals resident in Spain for tax purposes

Personal Income Tax (Impuesto sobre la Renta de las Personas Físicas)

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Notes would constitute a return on investment obtained from the transfer of own capital to third parties in accordance with the provisions of Section 25.2 of the Personal Income Tax Law, and should be included in each investor's taxable savings and taxed, together with the other savings income obtained by such investor in that same tax year, at the tax rate applicable from time to time, currently at the rate of 19% rate on the first €6,000, at 21% on the portion of the savings income between €6,000.01 and €50,000, at 23% rate for taxable income between €50,000.01 and €200,000, 27% for taxable income between €200,000.01 and €300,000 and 30% for taxable income in excess of €300,000.

As a general rule, both types of income are subject to withholding tax on account at the rate of 19%. However, according to Section 44.5 of Royal Decree 1065/2007, of July 27, we will make interest payments to individual holders who are resident for tax purposes in Spain without withholding provided that the relevant information about the Notes set out in Annex A is submitted by the Paying Agent in a timely manner.

Notwithstanding the above, withholding tax at the applicable rate of 19% may have to be deducted by other entities (such as depositaries, institutions or financial entities) provided that such entities are resident for tax purposes in Spain or have a permanent establishment in the Spanish territory.

In any event, individual holders may credit the withholding against their Personal Income Tax liability for the relevant financial year and may be refundable pursuant to Section 103 of the Personal Income Tax Law.

Reporting Obligations

We will comply with the reporting obligations set out in the Spanish tax laws with respect to Noteholders who are individuals resident in Spain for tax purposes.

Net Wealth Tax and Solidarity Tax (Impuesto sobre el Patrimonio e Impuesto Temporal de Solidaridad de las Grandes Fortunas)

Individuals resident in Spain for tax purposes are subject to Net Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation of autonomous regions). Therefore, they should take into account the value of the Notes which they hold as of December 31 in each year, the applicable rates ranging between 0.2% and 3.5% (although the final tax rates may vary depending on any applicable regional tax laws) and some reductions may apply.

In addition, the solidarity provisional wealth tax for high-net-worth individuals (the so-called "Solidarity Tax") was approved in December 2022 by the Solidarity Tax Law. The Solidarity Tax is a direct and personal tax that complements the Net Wealth Tax in which the taxable event is a natural person's ownership of at least €3 million in net assets on December 31 of each year. Solidarity Tax also sets a minimum tax-free allowance of €700,000.

The taxpayers of the Solidarity Tax and the Net Wealth Tax are individuals. In practice, as the Solidarity Tax Law allows the Net Wealth Tax amount payable to be deducted, the Solidarity Tax generally has a greater impact on taxpayers residing in Autonomous Regions in which the Net Wealth Tax is partially or fully exempt. The rates of the Solidarity Tax are (i) 1.7% on a net worth tax base between €3,000,000 and €5,347,998.03, (ii) 2.1% on a net worth

tax base between €5,347,998.04 and €10,695,996.06 and (iii) 3.5% on a net worth tax base of more than €10,695,996.06.

Although the Solidarity Tax was initially designed to be temporary, its application has been indefinitely extended, pursuant to the Fifth Additional Provision of Royal Decree-Law 8/2023 of December 27, until a revision of Spanish wealth taxation takes place in the context of a reform of the Spanish regional financing system. Prospective investors are advised to seek their own professional advice in this regard.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals with tax residency in Spain who acquire ownership or other rights over any Notes by inheritance, gift or legacy will be subject to inheritance and gift tax in accordance with the applicable Spanish regional or state rules. As of the date of this Offering Memorandum, the applicable tax rates currently range between 7.65% and 81.6% depending on the relevant factors (such as previous net wealth or family relationship between the transferor and transferee) although the final tax rate may vary depending on any applicable regional tax laws.

Legal Entities resident in Spain for tax purposes

Corporate Income Tax (Impuesto sobre Sociedades)

Both interest accrued and income deriving from the transfer, redemption or repayment of the Notes must be included in the taxable income of legal entities with tax residency in Spain and are subject to Spanish CIT, generally, at a 25% rate.

No withholding on account of CIT is imposed on such income provided that the Paying Agent provides us, in a timely manner, with a duly executed and completed Payment Statement) and that Law 10/2014 applies in connection with the Notes. See "— Compliance With Certain Requirements In Connection With Income Payments."

However, in the case of Notes held by entities resident in Spain and deposited with a Spanish resident entity acting as depositary or custodian, payments of interest and income obtained upon the transfer of the Notes may be subject to withholding tax at a 19% rate if the Notes do not comply with the exemption requirements specified in the ruling issued by the Spanish Tax Authorities (*Dirección General de Tributos*) dated July 27 2004 and require a withholding to be made.

Notwithstanding the above, amounts withheld, if any, may be offset by the entity against its final Spanish CIT liability.

Reporting Obligations

We will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Notes that are legal persons or entities resident in Spain for tax purposes.

Individuals and legal entities that are not resident in Spain for tax purposes

Holders acting in respect of the notes through a permanent establishment in Spain

Non-resident Income Tax (Impuesto sobre la Renta de no Residentes). If the Notes are held by a permanent establishment in Spain of a person or legal entity that is not resident in Spain for non-resident income tax purposes, tax rules applicable to income deriving from such Notes are similar to those applicable for CIT taxpayers in Spain.

Holders not acting in respect of the Notes through a permanent establishment in Spain

Non-resident Income Tax (Impuesto sobre la Renta de no Residentes). Interest due and income deriving from the transfer, redemption or repayment of the Notes, obtained by individuals or entities that are not resident in Spain for tax purposes and do not act, with respect to the Notes, through a permanent establishment in Spain, are exempt from NRIT and therefore no withholding on account of NRIT is levied on such income provided that the Paying Agent provides us, in a timely manner, with a duly executed and completed Payment Statement, as set forth in article 44 of

Royal Decree 1065/2007 and that Law 10/2014 applies in connection with the Notes. See "—Compliance With Certain Requirements In Connection With Income Payments."

Net Wealth Tax and Solidarity Tax (Impuesto sobre el Patrimonio e Impuesto Temporal de Solidaridad de las Grandes Fortunas)

Individuals not resident in Spain for tax purposes are subject to Net Wealth Tax in Spain, which imposes a tax on property and rights in excess of €700,000 when such property is located in Spain, or those rights can be exercised within the Spanish territory. Net Wealth Tax accrues on such assets and rights held on December 31 of any financial year. Net Wealth Tax is due at marginal rates varying between 0.2% and 3.5%. Autonomous regions in Spain have enacted specific legislation on Net Wealth Tax. These specialties apply to individuals not resident in Spain in accordance with the legislation in force by the autonomous region where the assets and rights with more value are situated.

In addition, as from December 2022, the Solidarity Tax may also apply when the value of the assets located in Spain (property located in Spain and rights exercisable within the Spanish territory) exceeds €3 million the December 31 of each year. Solidarity Tax also sets a minimum tax-free allowance of €700,000.

The taxpayers of the Solidarity Tax and the Net Wealth Tax are individuals. In practice, as the Solidarity Tax Law allows the Net Wealth Tax amount payable to be deducted, the Solidarity Tax generally has a greater impact on taxpayers residing in Autonomous Regions in which the Net Wealth Tax is partially or fully exempt. The rates of the Solidarity Tax are (i) 1.7% on a net worth tax base between €3,000,000 and €5,347,998.03, (ii) 2.1% on a net worth tax base between €5,347,998.04 and €10,695,996.06 and (iii) 3.5% on a net worth tax base of more than €10,695,996.06.

However, individual beneficial owners not resident in Spain for tax purposes that hold Notes are exempt from Net Wealth Tax and Solidarity Tax in Spain so far as the Notes meet the requirements set forth under Law 10/2014.

Legal entities are not subject to Net Wealth Tax.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals not resident in Spain for tax purposes who acquire ownership or other rights over the Notes by inheritance, gift or legacy, are subject to IGT in accordance with the applicable Spanish legislation, unless they reside in a country for tax purposes with which Spain has entered into a treaty for the avoidance of double taxation in relation to IGT. In such case, the provisions of the relevant treaty for the avoidance of double taxation will apply.

Generally, individuals not resident in Spain for tax purposes are subject to the Spanish IGT. If the deceased or the donee is not resident in Spain for tax purposes, the applicable rules will be those corresponding to the relevant Spanish autonomous region where the assets and rights with more value are situated. As such, holders should consult their tax advisers.

Legal entities not resident in Spain for tax purposes that acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to IGT. Such acquisitions are subject to NRIT (as described above), without prejudice to the provisions of any applicable treaty for the avoidance of double taxation entered into by Spain. In general, treaties for the avoidance of double taxation provide for the taxation of this type of income in the country of tax residence of the beneficiary.

Tax rules for payments made by the Guarantors that are resident in Spain for tax purposes

Payments which may be made by the Guarantors that are resident in Spain for tax purposes to the beneficial owners of the Notes, if the corresponding Guarantees are enforced, are subject to the same tax rules set out above for payments made by the Issuer.

Compliance With Certain Requirements In Connection With Income Payments

In accordance with Section 44 of Royal Decree 1065/2007, certain information with respect to the Notes must be submitted to us before the close of business on the Business Day (as defined in the Conditions of the Notes)

immediately preceding the date on which any payment of interest, principal or of any amounts in respect of the early redemption of the Notes (each, a "Payment Date") is due. Such information is the following:

(i) identification of the Notes (as applicable) in respect of which the relevant payment is made;

(ii) date when the relevant payment is made;

(iii) total amount of the relevant payment; and

(iv) amount of the relevant payment paid to each entity that manages a clearing and settlement system for securities situated outside Spain.

In particular, the Paying Agent must certify the information above about the Notes by means of a certificate the form of which is attached as Annex A to this Offering Memorandum.

In light of the above, we and the Paying Agent have arranged certain procedures to facilitate the collection of information concerning the Notes by the close of business on the Business Day immediately preceding each relevant Payment Date.

If the Paying Agent fails or for any reason is unable to deliver a duly executed and completed Payment Statement to us in a timely manner in respect of a payment of interest or any amounts in respect of the early redemption of the Notes to the relevant holder, we will withhold tax at the then-applicable rate (currently 19%) from any payment in respect of the relevant Notes. We will not pay to the relevant holder any Additional Amounts with respect to any such withholding.

If before the tenth calendar day of the month following the relevant payment date, the Paying Agent provides the required information, we will reimburse to the relevant holder the amounts withheld.

Holders who are not resident in Spain for tax purposes and are entitled to exemption from NRIT on income derived from the Notes, but where we do not timely receive from the Paying Agent the information above about the Notes by means of a certificate the form of which is attached as Annex A to this Offering Memorandum, would have to apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the Spanish NRIT Law.

Holders should note that we do not accept any responsibility relating to the procedures established for the collection of information concerning the Notes. Accordingly, we will not be liable for any damage or loss suffered by any holder who would otherwise be entitled to an exemption from Spanish withholding tax but whose income payments are nonetheless paid net of Spanish withholding tax because the Paying Agent has failed or for any reason has been unable to deliver the duly executed and completed Payment Statement to us in a timely manner. Moreover, we will not pay any additional amounts with respect to any such withholding. See "Risk Factors—Risks Related to the Notes and the Guarantees—There are risks related to withholding tax in Spain, including in conjunction with the delivery of certain documentation by the Paying Agent."

Certain U.S. Federal Income Tax Consequences

The following is a description of certain U.S. federal income tax consequences to you, if you are one of the U.S. Holders described below, of owning and disposing of Notes, but it does not purport to be a comprehensive description of all tax considerations that may be relevant to your decision to acquire the Notes. This discussion is limited to U.S. Holders who (i) purchase Notes in this Offering at the "issue price," which will be the first price at which a substantial amount of Notes is sold to the public and (ii) hold the Notes as capital assets for U.S. federal income tax purposes.

This discussion does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances, including any special tax accounting rules under Section 451 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any minimum tax or Medicare contribution tax consequences, and differing tax consequences applicable to you if you are a U.S. Holder subject to special rules, such as:

- a financial institution;

- an insurance company;
- a dealer in securities or currencies or trader in securities that elects to mark-to-market the Notes;
- a person holding Notes as part of a hedge, "straddle" or integrated transaction;
- a U.S. Holder whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- an entity classified as a partnership for U.S. federal income tax purposes and their partners;
- a regulated investment company;
- a real estate investment trust;
- a former citizen or resident of the United States;
- a tax-exempt entity, "individual retirement account," or "Roth IRA"; or
- a person holding Notes in connection with a trade or business conducted outside of the United States.

If you are an entity that is classified as a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of your partners will generally depend on the status of your partners and your activities. Partnerships considering the purchase of Notes and partners in such partnerships should consult their tax advisers as to the particular U.S. federal income tax consequences of owning and disposing of the Notes.

This discussion is based on the Code, administrative pronouncements, judicial decisions, and Treasury regulations, all as of the date hereof, any of which is subject to change, possibly with retroactive effect. This discussion does not address any aspect of state, local or non-U.S. taxation or any U.S. federal taxes other than income taxes (such as estate or gift taxes). If you are considering the purchase of Notes, you should consult your tax adviser with regard to the application of the U.S. federal tax laws to your particular situation, as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction.

You are a U.S. Holder if, for U.S. federal income tax purposes, you are a beneficial owner of a Note and:

- an individual who is a citizen or resident of the United States;
- a corporation, created or organized under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Certain Additional Payments

There are circumstances in which we might be required to make payments on a Note that would increase the yield of the Note, for instance, as described under "Description of the Notes—Repurchase at the Option of Holders—Change of Control." If required to take a position, we intend to take the position that the possibility of such payments does not result in the Notes being treated as contingent payment debt instruments under the applicable Treasury Regulations. Our position is binding on a U.S. Holder, unless the U.S. Holder discloses in the proper manner to the Internal Revenue Service ("IRS") that it is taking a different position. Our position is not binding on the IRS. If the IRS takes a contrary position, you generally will be required to accrue interest income based upon a "comparable yield" (as defined in the Treasury Regulations) determined at the time of issuance of the Notes. In addition, any income on the sale, exchange, retirement or other taxable disposition of the Notes will be treated as ordinary income. You should consult your tax adviser regarding the tax consequences if the Notes were treated as contingent payment debt instruments. The remainder of this discussion assumes that the Notes are not treated as contingent payment debt instruments.

Interest and Original Issue Discount

Stated interest paid on a Note, (including withholding tax, if any, and additional amounts paid with respect thereto) will be taxable to you as ordinary interest income at the time it accrues or is received, in accordance with your regular method of accounting for U.S. federal income tax purposes. It is expected that the Notes will be issued without original issue discount ("OID") for U.S. federal income tax purposes. If, however, the principal amount of the Notes (as determined in Euro) exceeds their issue price (as defined above) by an amount that is equal to or exceeds a prescribed *de minimis* amount, the Notes will be treated as issued with OID for U.S. federal income tax purposes. The *de minimis* amount is equal to the principal amount of the Notes, multiplied by the product of 25 basis points and the number of complete years to maturity. If the Notes are issued with OID, you will be required to include such excess in income as it accrues on a constant yield to maturity basis, before the receipt of cash payments attributable to the OID, regardless of your regular method of accounting for U.S. federal income tax purposes. Under the constant yield method, you generally will be required to include in income increasingly greater amounts of OID in successive accrual periods. Rules similar to those applicable to accrual of interest by accrual method taxpayers, as described in the following paragraph, will apply for purposes of determining the U.S. dollar amount of the accrual of OID. You should consult your tax adviser regarding the consequences to you if the Notes are issued with OID. Interest on the Notes, including any OID, will be foreign-source for purposes of computing your foreign tax credit limitation.

If you use the cash method of accounting, you will be required to include in income the U.S. dollar value of an interest payment payable in Euros based on the spot exchange rate on the date the payment is received, regardless of whether the payment is in fact converted into U.S. dollars at that time. You generally will not recognize foreign currency exchange gain or loss with respect to the receipt of such interest payments. If you are an accrual method taxpayer, you will accrue interest income in Euro and translate that amount into U.S. dollars at the average spot exchange rate in effect during the interest accrual period (or with respect to an accrual period that spans two taxable years, at the average rate for the partial period within your taxable year). Alternatively, if you are an accrual method taxpayer, you may make an election (which must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS) to translate accrued interest income at the spot exchange rate on the last day of the accrual period (or the last day of the taxable year in the case of a partial accrual period), or at the spot exchange rate on the date the payment is received if that date is within five business days from the last day of the accrual period. If you are an accrual method taxpayer, you will recognize foreign currency exchange gain or loss in an amount equal to the difference between the U.S. dollar value of the interest payment received in Euros in respect of an accrual period (determined based on a spot rate on the date of receipt) and the U.S. dollar value of interest income that has accrued during that period (as determined above), regardless of whether the payment is in fact converted into U.S. dollars at that time. This foreign currency exchange gain or loss will generally be treated as U.S.-source ordinary income or loss.

Sale or Other Taxable Disposition of the Notes

Upon the sale, redemption, retirement or other taxable disposition of a Note, you will recognize taxable gain or loss equal to the difference between the amount realized and your adjusted tax basis in the Note, each as determined in U.S. dollars. Any such gain or loss will generally be treated as U.S.-source. For these purposes, the amount realized does not include any amount attributable to accrued interest, which is treated as interest as described under "—Interest and Original Issue Discount" above.

Your adjusted tax basis in a Note will generally be the U.S. dollar value of the Euro purchase price on the date of purchase, calculated at the spot exchange rate in effect on that date, increased by the U.S. dollar amount of any accrued OID previously included in income. The U.S. dollar value of the amount realized will generally be determined by translating that amount at the spot exchange rate on the date of the sale, redemption, retirement or other taxable disposition. If the Notes are traded on an established securities market, and you are a cash method taxpayer (or an electing accrual method taxpayer), you will determine the U.S. dollar value of the purchase price of the Note at the spot exchange rate on the settlement date of the purchase, and the U.S. dollar value of the amount realized at the spot exchange rate on the settlement date of the disposition. An electing accrual method taxpayer must apply this election consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

Subject to the discussion of the foreign currency rules in the next paragraph, gain or loss recognized on the sale, redemption, retirement or other taxable disposition of a Note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of the sale, redemption, retirement or taxable disposition you have held the Note for

more than one year. Long-term capital gains recognized by non-corporate U.S. Holders are subject to reduced tax rates. The deductibility of capital losses may be subject to limitations.

Upon the sale, redemption, retirement or other taxable disposition of a Note, you will recognize foreign currency exchange gain or loss, which will constitute U.S.-source ordinary income or loss, on the principal amount of the Note generally equal to the difference, if any, between (i) the U.S. dollar value of your purchase price for the Note determined at the spot rate on the date principal is received from us or the Note is disposed of (or if the Note is traded on an "established securities market," on the settlement date if the U.S. Holder is a cash-method taxpayer or an electing accrual-method taxpayer) and (ii) the U.S. dollar value of your purchase price for the Note determined at the spot rate on the date you acquired the Note. However, you will recognize foreign currency exchange gain or loss only to the extent of the total gain or loss recognized on the sale, redemption, retirement or other taxable disposition.

Potential Loss Reporting Requirement

If you recognize a loss upon the sale, redemption, retirement or other disposition of a Note in excess of certain thresholds, you may be required to file a reportable transaction disclosure statement with the IRS. Failure to report may result in significant penalties. If you recognize a loss with respect to a Note, you should consult your tax advisers regarding this reporting obligation.

Backup Withholding and Information Reporting

Information returns may be required to be filed with the IRS in connection with payments on, and any OID accruals with respect to, the Notes and proceeds received from a sale or other disposition of the Notes if the payments are made within the United States or through certain U.S. connected intermediaries, unless you are an exempt recipient. You may also be subject to backup withholding on these payments in respect of your Notes unless you provide your taxpayer identification number and otherwise comply with applicable requirements of the backup withholding rules or you provide proof of an applicable exemption. Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Certain U.S. Holders who are individuals or certain specified entities may be required to report information relating to securities issued by a non-U.S. person or accounts through which such securities are held, subject to certain exceptions (including an exception for securities held in accounts maintained by U.S. financial institutions). You should consult your tax adviser regarding your possible reporting obligation with respect to the Notes.

Australian Interest Withholding Tax

Please refer to "Risk Factors—Certain jurisdictions may impose withholding taxes on payments under the Guarantees."

PLAN OF DISTRIBUTION

Under the terms and subject to the conditions contained in a purchase agreement to be dated the date of this Offering Memorandum, we have agreed to sell to the Initial Purchasers, for whom Deutsche Bank Aktiengesellschaft is acting as a representative (the "Representative"), and the Initial Purchasers have agreed to purchase from us, on a several and not joint basis, the following principal amount of Notes:

Initial Purchasers	Principal amount of Notes (€)
Deutsche Bank Aktiengesellschaft	
Banco Santander, S.A.	
Barclays Bank Ireland PLC	
Société Générale	
Banco Bilbao Vizcaya Argentaria, S.A.	
Morgan Stanley Europe SE	
Total	

The Initial Purchasers may make offers and sales through certain affiliates of the Initial Purchasers. One or more of the Initial Purchasers may sell through affiliates or other appropriately licensed entities for sales of the Notes in jurisdictions in which they are not otherwise permitted.

In the purchase agreement, subject to the conditions thereof, the Initial Purchasers have agreed to purchase the Notes offered hereby at the prices indicated on the cover page of this Offering Memorandum and to resell such Notes to purchasers as described herein under "Transfer Restrictions." The offering of the Notes by the Initial Purchasers is subject to receipt and acceptance and subject to the Initial Purchasers' right to reject any order in whole or in part. After the offering of the Notes offered hereby, the offering prices and other selling terms may from time to time be varied by the Initial Purchasers. The purchase agreement provides that the obligation of the Initial Purchasers to pay for and accept delivery of the Notes is subject to, among other conditions, the delivery of certain legal opinions by our counsel.

The purchase agreement provides that we and the Guarantors, on the one hand, and the several Initial Purchasers, on the other hand, will indemnify each other against certain liabilities, including liabilities under the Securities Act, and will contribute to payments the other may be required to make in respect thereof. In order to facilitate the offering of the Notes, the Initial Purchasers may engage in transactions that stabilize, maintain or otherwise affect the prices of the Notes. Specifically, the Initial Purchasers may over allot in connection with this issuance, creating a short position in the Notes for their own accounts. In addition, to cover overallotments or to stabilize the prices of the Notes, the Initial Purchasers may bid for, and purchase, Notes in the open market. Finally, the Initial Purchasers may reclaim selling concessions allowed to a trustee or dealer for distributing the Notes in this issuance if the Initial Purchasers repurchase previously distributed Notes in transactions to cover short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the Notes above independent market levels. The Initial Purchasers are not required to engage in these activities, and may end any of these activities at any time. No assurance can be given that active public markets or other markets will develop for the Notes or as to the liquidity of the trading market for the Notes.

We and the Guarantors have agreed that we will not offer, sell, contract to sell or otherwise dispose of any of their debt securities or any debt securities of our subsidiaries similar to the Notes during the period beginning on the date of this Offering Memorandum and ending on the date that is 90 days following the Issue Date without the prior written consent of the Representatives.

The Notes and the Guarantees have not been and will not be registered under the Securities Act. The Initial Purchasers have agreed that they will only offer or sell the Notes (1) outside the United States in offshore transactions in reliance on Regulation S and (2) in the United States to QIBs in reliance on Rule 144A. The terms used above have the meanings given to them by Regulation S and Rule 144A, as applicable.

Certain Initial Purchasers are not broker-dealers registered with the SEC and, therefore, may not make sales of any Notes in the United States or to U.S. persons, except in compliance with applicable U.S. laws and regulations. To the extent that such Initial Purchasers intend to effect sales of the Notes in the United States, they will do so only through one or more U.S. registered broker-dealers or otherwise as permitted by applicable U.S. law.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of such Notes within the United States by a dealer that is not participating in the offering of the Notes may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or pursuant to another exemption from registration under the Securities Act.

We delivered on the Issue Date, which was the tenth business day following the date of pricing of the Notes (such settlement cycle being referred to herein as "T+10"). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in one business day unless the parties to such trade expressly agree otherwise. Accordingly, purchasers who traded the Notes prior to one business day prior to the delivery of the Notes, by virtue of the fact that the Notes initially settled ten business days following the date of pricing of the Notes, to specify an alternative settlement cycle at the time of such trade to prevent a failed settlement. "Business day" for purposes of this paragraph is as defined in "Description of the Notes."

The Notes are new securities for which there is currently no market. Application has been made for the Notes to be admitted to on the Official List of the LuxSE for trading on the Euro MTF. However, we cannot assure you that the initial price at which the Notes will sell in the market after this issuance will not be lower than the initial offering price or that an active trading market for the Notes will develop and continue after completion of this offering. The Initial Purchasers have advised us that they currently intend to make a market for the Notes. However, the Initial Purchasers are not obligated to do so, and may discontinue any market-making activities with respect to the Notes at any time without notice. In addition, market-making activities will be subject to the limits imposed by the Exchange Act, and may be limited. Accordingly, we cannot assure you as to the liquidity of, or trading markets for, the Notes.

Each Initial Purchaser has represented and agreed that this Offering Memorandum is directed solely at:

(i) persons who are outside the United Kingdom;

(ii) persons who are investment professionals, as such term is defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order");

(iii) persons who fall within Articles 49(2)(a) to (d) of the Order; and

(iv) persons to whom an invitation or inducement to engage in investment banking activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated

(all such persons together being referred to as "relevant persons").

Any investment or investment activity to which this Offering Memorandum relates will only be available to and will only be engaged with, relevant persons. Any person who is not a relevant person should not act or rely on this Offering Memorandum.

Certain of the Initial Purchasers or their respective affiliates have a lending relationship with us and routinely hedge their credit exposure consistent with their customary risk management policies. Typically, such Initial Purchasers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. In addition, the Initial Purchasers and their affiliates may acquire the Notes for their own proprietary account.

The Initial Purchasers may also impose a penalty bid. This occurs when a particular Initial Purchaser repays to the Initial Purchasers a portion of the underwriting discount received by it because the representative has repurchased Notes sold by or for the account of such Initial Purchaser in stabilizing or short covering transactions.

The Initial Purchasers or their respective affiliates have engaged in, and may in the future engage in, investment banking, financial advisory, consulting, commercial banking, and other commercial dealings, including as acting as hedge counterparties with us, our principal shareholders or our affiliates. In addition, the Initial Purchasers or their respective affiliates have lending relationships with us, our principal shareholders or our affiliates including pursuant to bilateral loan facilities, multilateral and/or syndicated loan facilities, guarantee, overdraft or cash management facilities and other forms of credit lines. They have received, and expect to receive, customary fees, commissions and expense reimbursements for these transactions. Certain of the Initial Purchasers or their respective affiliates are lenders and/or agents under the Super Senior Credit Facilities. In addition, certain of the Initial Purchasers or their affiliates may hold positions in the 2027 Notes that will be repurchased or redeemed using the proceeds from this issuance. See "Use of Proceeds."

TRANSFER RESTRICTIONS

Each prospective purchaser of the Notes is advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of any of the Notes offered hereby. The Notes have not been, and will not be, registered under the Securities Act or any state securities laws and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Notes offered hereby are being sold only to qualified institutional buyers in reliance on Rule 144A under the Securities Act and offered and sold only to non-U.S. persons outside the United States in offshore transactions in reliance on Regulation S under the Securities Act.

In addition, until 40 days after the later of the commencement of the offering and the Issue Date, an offer or sale of the Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to Rule 144A.

Each purchaser of the Notes, by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed with us and the Initial Purchasers as follows:

(1) It understands and acknowledges that the Notes have not been registered under the Securities Act or any applicable state securities law; are being offered for resale in transactions not requiring registration under the Securities Act or any state securities law, including sales pursuant to Rule 144A; and may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any applicable state securities law, pursuant to an exemption therefrom or in any transaction not subject thereto, and in each case in compliance with the conditions for transfer set forth in paragraph (5) below.

(2) It is not our "affiliate" (as defined in Rule 144 under the Securities Act) or acting on our behalf and it is either:

   (a) a qualified institutional buyer and is aware that any sale of the Notes to it will be made in reliance on Rule 144A and the acquisition of the Notes will be for its own account or for the account of another qualified institutional buyer; or

   (b) a non-U.S. person purchasing the Notes in an offshore transaction in accordance with Regulation S.

(3) It acknowledges that neither we nor the Initial Purchasers nor any person representing us or the Initial Purchasers has made any representation to it with respect to the offering or sale of the Notes, other than the information contained in this Offering Memorandum, which Offering Memorandum has been delivered to it and upon which it is relying in making its investment decision with respect to the Notes. It acknowledges that neither the Initial Purchasers nor any person representing the Initial Purchasers makes any representation or warranty as to the accuracy or completeness of the information contained in this Offering Memorandum. It also acknowledges that it has had access to such financial and other information concerning us and the Notes as it has deemed necessary in connection with its decision to purchase any of the Notes.

(4) It is purchasing the Notes for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any state securities law, subject to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to your or their ability to resell such Notes pursuant to Rule 144A, Regulation S or any other available exemption from registration available under the Securities Act.

(5) Each noteholder agrees on its own behalf and on behalf of any investor account for which it is purchasing the Notes, and each subsequent noteholder by its acceptance thereof will be deemed to agree, to offer, sell

or otherwise transfer such Notes prior to the date (the "Resale Restriction Termination Date") that is one year (in the case of Rule 144A Notes) or 40 days (in the case of Regulation S Notes) after the later of the date of the original issue of the Notes and the last date on which we or any of our affiliates was the owner of such Notes (or any predecessor thereto) only:

(a) to us;

(b) pursuant to a registration statement that has been declared effective under the Securities Act;

(c) for so long as the Notes are eligible for resale pursuant to Rule 144A under the Securities Act, to a person it reasonably believes is a qualified institutional buyer that purchases for its own account or for the account of another qualified institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A under the Securities Act;

(d) pursuant to offers and sales to non-U.S. persons that occur outside the United States in compliance with Regulation S under the Securities Act; or

(e) pursuant to any other available exemption from the registration requirements of the Securities Act,

subject in each of the foregoing cases to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and in compliance with any applicable state securities laws and any applicable local laws and regulations, and further subject to our and the Trustee's rights prior to any such offer, sale or transfer (I) pursuant to clause (d) or (e) above to require the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them and (II) in each of the foregoing cases, to require that a certificate of transfer in the form appearing on the reverse side of the Notes is completed and delivered by the transferor to the Trustee.

Each purchaser acknowledges that each note will contain a legend substantially to the following effect:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND ACCORDINGLY, NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT, (2) AGREES THAT IT WILL NOT PRIOR TO THE DATE THAT IS [IN THE CASE OF NOTES ISSUED IN RELIANCE ON RULE 144A: ONE YEAR] [IN THE CASE OF NOTES ISSUED UNDER REGULATION S: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUANCE OF THIS SECURITY AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WAS THE OWNER OF THIS SECURITY, OFFER, RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY BUYER THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) TO NON-U.S. PERSONS OUTSIDE THE U.S. IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES

TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND TO COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AND (II) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE REVERSE OF THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "U.S." AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT."

(6) It acknowledges that it and any subsequent transferee of any Note (or any interest therein) will be deemed by their purchase or acquisition of any such Note (or any interest therein) to have represented and warranted, either that (i) no portion of the assets used by such purchaser or transferee to acquire or hold the Note (or any interest therein) constitutes the assets of (A) any employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (B) any plan, account or other arrangement subject to Section 4975 of the Code or (C) any employee benefit plan or other arrangement subject to any law or regulation similar to such provisions of ERISA or the Code ("Similar Law") or (ii) its acquisition, holding and subsequent disposition of such Note (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or a violation under any applicable Similar Law.

(7) It agrees that it will give to each person to whom it transfers the Notes notice of any restrictions on transfer of such Notes.

(8) It acknowledges that the transfer agent will not be required to accept for registration of transfer any Notes except upon presentation of evidence satisfactory to us and the Trustee that the restrictions set forth therein have been complied with.

(9) It acknowledges that we, the Initial Purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by its purchase of the Notes are no longer accurate, it will promptly notify the Initial Purchasers. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such investor account.

LEGAL MATTERS

Certain legal matters in connection with the offering of the Notes were passed upon for us and the Guarantors by Davis Polk & Wardwell London LLP as United States and English counsel, Uría Menéndez Abogados, S.L.P. as Spanish and Portuguese counsel, Morris, Nichols, Arsht & Tunnell LLP as Delaware counsel, Ashurst Australia as Australian counsel, Ashurst LLP as French counsel, Triay Lawyers Ltd as Gibraltar counsel, Legance Avvocati Associati, S.L.P. as Italian counsel and Advokatfirman Cederquist KB as Swedish counsel. Certain legal matters were passed upon for the Initial Purchasers by Proskauer Rose (London) LLP as United States and English counsel, J&A Garrigues, S.L.P. as Spanish counsel, Garrigues Portugal, S.L.P. – Sucursal as Portuguese counsel, MinterEllison as Australian counsel, Gide Loyrette Nouel A.A.R.P.I. as French counsel, Hassans International Law Firm Limited as Gibraltar counsel, Cappelli Riolo Calderaro Crisostomo Del Din & Partners as Italian counsel and Advokatfirmaet Schjødt AS, filial as Swedish counsel.

INDEPENDENT AUDITORS

In this Offering Memorandum, we present the consolidated financial statements of the Group as of and for the years ended March 31, 2023, 2024 and 2025. Our Consolidated Financial Statements included elsewhere in this Offering Memorandum have been prepared in accordance with IFRS and audited by EY, our independent auditors, as set forth in their report included herein. EY is registered with the Commercial Registry of Madrid under volume 9364, page 68 and sheet M-8130 holder of tax identification number (NIF) B-78970506 and registered with the Official Registry of Accounting Auditors (ROAC) under number S0530 and at the address Calle de Raimundo Fernández Villaverde, 65, 28003 Madrid, Spain.

WHERE YOU CAN FIND MORE INFORMATION

Each purchaser of the Notes from the Initial Purchasers will be furnished a copy of this Offering Memorandum and any related amendments or supplements to this Offering Memorandum. Each person receiving this Offering Memorandum and any related amendments or supplements to this Offering Memorandum acknowledges that:

(1) such person has been afforded an opportunity to request from us, and to review and has received, all additional information considered by it to be necessary to verify the accuracy and completeness of the information herein;

(2) such person has not relied on the Initial Purchasers or any person affiliated with the Initial Purchasers in connection with its investigation of the accuracy of such information or its investment decision; and

(3) except as provided pursuant to clause (1) above, no person has been authorized to give any information or to make any representation concerning the Notes offered hereby other than those contained herein and, if given or made, such other information or representation should not be relied upon as having been authorized by us or the Initial Purchasers.

For so long as any of the Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, we will, during any period in which we are neither subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, nor exempt from the reporting requirements under Rule 12g3-2(b) of the Exchange Act, provide to the holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the written request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act.

We are not currently subject to the periodic reporting and other information requirements of the Exchange Act. However, pursuant to the Indenture governing the Notes and so long as the Notes are outstanding, we will furnish periodic information to holders of the Notes. See "Description of the Notes—Certain Covenants—Reports."

Upon request, we will provide you with copies of the Indenture, the form of the Notes and any notation of guarantee and the Intercreditor Agreement. You may request copies of such documents by contacting us at our registered offices at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain.

ENFORCEABILITY OF CIVIL LIABILITIES

We are a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain and the Guarantors of the Notes have been incorporated in Australia, England and Wales, France, Italy, Portugal, Spain, Sweden, Gibraltar and the United States. All of our and the Guarantors' directors and executive officers are non-residents of the U.S. and a substantial portion of our assets and those of such persons are located outside the U.S. Although we will appoint an agent for service of process in the U.S. and will submit to the jurisdiction of New York courts, in each case, in connection with any action under U.S. Securities laws, you may not be able to effect service of process on such persons or us within the U.S. in any action, including actions predicated on civil liability provisions of the U.S. federal and state securities laws or other laws.

Australia

The United States and Australia do not have a treaty which provides for the reciprocal recognition and enforcement of judgments in civil matters. Further, United States courts are not listed in the *Foreign Judgments Regulations 1992* made under the *Foreign Judgments Act 1991* of Australia. Therefore, there is no statutory recognition or statutory enforcement in Australia of any judgment obtained in a court in the United States. Instead, a judgment made by a U.S. court can only be enforced in Australia under the common law regime.

Under that regime, any final, conclusive and unsatisfied judgment *in personam* (that is, that imposes a personal obligation on the defendant) of a U.S. court which has jurisdiction as determined under the rules of private international law of Australia, and is for a definite sum of money (not being a sum in respect of taxes or any revenue law or foreign governmental interest or other charges of a like nature or in respect of a fine or other penalty), and is between the same parties, may be enforceable by the judgment creditor against the judgment debtor by action in the Australian courts (without re-examination of the merits of the issues determined by the proceedings in the U.S. court) unless certain circumstances apply, including:

(i) the proceeding in the U.S. court involved a denial of the principles of natural justice or general principles of fairness recognized by the courts of Australia;

(ii) the U.S. judgment is contrary to the public policy of Australia;

(iii) the U.S. judgment was obtained by fraud or duress;

(iv) the U.S. judgment includes consequential, multiple or punitive damages or where the proceedings in such court were of a penal nature; or

(v) where the U.S. judgment:

  (A) is obtained in circumstances where the judgment debtor did not receive notice of the proceedings in sufficient time to enable the judgment debtor to defend;

  (B) is not for a fixed or readily ascertainable sum;

  (C) is subject to appeal, dismissal, stay of execution, an order under the *Foreign Proceedings (Excess of Jurisdiction) Act 1984* of Australia or are otherwise not final and conclusive;

  (D) has already been fully satisfied in another/other jurisdiction(s);

  (E) is in breach of any applicable limitation periods placed upon enforcement of foreign judgments; or

  (F) is on a cause of action previously adjudicated.

Also, enforcement of a U.S. judgment in Australia would require that service of process in relation to the proceedings in connection with that U.S. judgment had been properly effected in accordance with applicable Australian law. Further, it may not be possible to obtain a judgment in Australia or to enforce that judgment if the judgment debtor is or becomes subject to insolvency, see "Limitations on Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations—Australia."

Whilst an Australian court has the power to award a judgment in foreign currency, it is less clear when it will do so and what rate of exchange of the foreign currency into Australian dollar will apply.

If an Australian court gives judgment for the sum payable under a U.S. judgment, the Australian judgment will be enforceable by methods generally available under Australian law for this purpose.

England and Wales

The U.S. and the United Kingdom do not have a treaty or other arrangements providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters (although the U.S. and the United Kingdom are both parties to the New York Convention on Arbitral Awards). Any judgment rendered by any federal or state court in the U.S. based on civil liability ("U.S. judgment"), whether or not predicated solely upon U.S. federal securities law, would not automatically be recognized enforceable in England and Wales. In order to enforce any such U.S. judgment in England and Wales, proceedings must be initiated by way of civil law action on the judgment debt before a court of competent jurisdiction in England and Wales ("English court"). In this type of action ("indirect enforcement"), an English court generally will not (subject to the matters identified below) reinvestigate the merits of the original matter decided by a U.S. court if:

- the relevant U.S. court had jurisdiction (under English rules of private international law) to give the U.S. judgment; and

- the U.S. judgment is final and conclusive on the merits and is for a definite sum of money (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty or otherwise based on a U.S. law that an English court considers to be a penal, revenue or other public law).

An English court may refuse to indirectly enforce a U.S. judgment for a number of reasons, including, among others, if it is established that:

- the enforcement of such U.S. judgment would contravene English public policy or statute in England and Wales;

- the enforcement of the U.S. judgment is prohibited by English statute (including, without limitation, if the amount of the judgment has been arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damage sustained);

- the English proceedings were not commenced within the relevant limitation period under English law;

- before the date on which the U.S. court gave judgment, the issues in question had been the subject of a final judgment of an English court or of a court of another jurisdiction whose judgment is enforceable in England;

- the judgment has been obtained by fraud or in proceedings in which the English principles of natural justice were breached;

- the bringing of proceedings in the relevant U.S. court was contrary to an agreement under which the dispute in question was to be settled otherwise than by proceedings in that court (to whose jurisdiction the judgment debtor did not submit); or

- an order has been made and remains effective under section 9 of the United Kingdom Foreign Judgments (Reciprocal Enforcement) Act 1933 applying that section to U.S. courts including the relevant U.S. court.

If an English court gives judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose. These methods generally permit the court discretion to prescribe the manner of enforcement. In addition, it may not be possible to obtain an English judgment or to enforce that judgment if the judgment debtor is or becomes subject to any insolvency or similar proceedings, or if the judgment debtor has any set-off, counterclaim or other defenses open to it against the judgment creditor.

In the event proceedings are brought in the English courts relating to indirect enforcement of a U.S. judgment in respect of a sum of money expressed to be payable in a currency other than pounds sterling, any judgment or award by the English court may only be given in, or be required to be converted into, pounds sterling, and the benefit of a currency conversion or indemnity clause may not be enforced.

France

The United States and France are not party to a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards rendered in civil and commercial matters. Accordingly, a judgment rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon U.S. federal or state securities laws, enforceable in the United States, would not be directly recognized or enforceable in France. A party in whose favor such judgment was rendered could initiate enforcement proceedings *(exequatur)* in France before the relevant civil court *(Tribunal Judiciaire)* having jurisdiction. Enforcement in France of such final and conclusive U.S. judgment could be obtained following proper (i.e., non-ex parte) proceedings if the civil court is satisfied that the following cumulative conditions have been met (which conditions, under prevailing French case law, do not include a review by the French court of the merits of the foreign judgment):

- the judgment concerned is enforceable in the U.S.;
- such U.S. judgment was rendered by a court having "indirect" jurisdiction over the matter, the dispute is clearly connected to the jurisdiction of such court (i.e., there was no international forum shopping), the choice of the U.S. court was not fraudulent and the French courts did not have exclusive jurisdiction over the matter;
- such U.S. judgment does not contravene substantive or procedural rules of French international public policy *(ordre public international)* both pertaining to the merits and to the procedure of the case, including principles of due process and, notably, the right for a fair trial. It should be noted in this respect that the scope and content of French international public policy are not precisely or exhaustively defined under French law and are determined by French courts on a case-by-case basis and may vary in time;
- neither the choice of jurisdiction nor the judgment rendered by the foreign court were tainted by fraud; and
- such U.S. judgment does not conflict with a French judgment or a foreign judgment which has become effective in France, in the same matter, and there are no proceedings pending before French courts at the time enforcement of the judgment is sought and having the same or similar subject matter as such U.S. judgment.

If the French civil court is satisfied that such conditions are met, the U.S. judgment will benefit from the res judicata effect as of the date of the decision of the French civil court and will thus be declared enforceable in France. However, the decision granting the exequatur is subject to appeal.

In addition, the discovery process under actions filed in the United States could be adversely affected under certain circumstances by French law No. 68-678 of July 26, 1968, as modified by French law No. 80-538 of July 16, 1980 and Decree No. 2022-207 of February 18, 2022 and Order of the Ministry of Economy of March 7, 2022 (all relating to communication of documents and information of an economic, commercial, industrial, financial or technical nature to foreign authorities or persons) and by French law No. 2018-670 of July 30, 2018 related to the protection of trade secrets, as amended from time to time, which could prohibit or restrict obtaining evidence in France or from French persons in connection with a judicial or administrative U.S. action.

Similarly, French data protection rules (law No. 78-17 of January 6, 1978 on data processing, data files and individual liberties, as mainly modified by French laws No. 2018-493 of June 20, 2018, No. 2021-998 of July 30,

2021, No. 2021-1017 of August 2, 2021 and No. 2024-449 of May 21, 2024, Decrees No. 2018-687 of August 3, 2018 and No. 2019-536 of May 29, 2019 and French Ordinances No. 2018-1125 of December 12, 2018 and No. 2019-964 of September 18, 2019) can limit under certain circumstances the possibility of obtaining information in France or from French persons in connection with a judicial or administrative U.S. action in a discovery context.

Pursuant to Article 14 of the French Civil Code, a French national (either a company or an individual) can sue a foreign defendant before French courts in connection with the performance of obligations contracted by the foreign defendant in France with a French national or in a foreign country with a French national. Pursuant to Article 15 of the French Civil Code, a French national can be sued by a foreign claimant before French courts in connection with the performance of obligations contracted by the French national in a foreign country with the foreign claimant. For a long time, case law has interpreted these provisions as meaning that a French national, either claimant or defendant, could not be forced against its will to appear before a jurisdiction other than French courts. However, according to case law, the French courts' jurisdiction towards French nationals is no longer mandatory to the extent an action has been commenced before a court in a jurisdiction which has sufficient nexus with the litigation and the choice of jurisdiction is not fraudulent. In addition, the French national may waive its rights to benefit from the provisions of Articles 14 and 15 of the French Civil Code, including by voluntarily appearing before the foreign court.

Under Regulation (EU) No. 1215-2012 of the European Parliament and of the EU Council dated December 12, 2012 ("EU Regulation 1215-2012") regarding legal actions falling within the scope of EU Regulation 1215-2012, the privileges granted to French nationals pursuant to Articles 14 and 15 of the French Civil Code may not be invoked against a person domiciled in an EU Member State. However, pursuant to Article 6.2 of EU Regulation 1215-2012, the privilege granted by Article 14 of the French Civil Code may be invoked by a claimant domiciled in France when bringing legal action against a defendant domiciled outside of the EU before French courts, irrespective of the claimant's nationality.

The validity of unilateral jurisdiction clauses under French law (i.e., where one party agrees to the exclusive jurisdiction of a court while the other remains free to bring proceedings in any other court of competent jurisdiction) is now clearer in France. On September 26, 2012 (Cass., civ. 1ère, 26 September 2012, n 11-26.022) and March 25, 2015 (Cass., civ. 1ère, 25 March 2015, n 13-27.264), the Civil Chamber of the French Supreme Court (*Cour de cassation*) held that such a contractual stipulation providing that one party may bring proceedings "*in any other court of competent jurisdiction*" was invalid. However, on May 11, 2017 (Cass., com, 11 May 2017, n 15-18.758), the Commercial Chamber of the French Supreme Court (*Cour de cassation*) held the contrary by stating that such a clause was valid as long as the parties had consented thereto. On the other hand, on October 7, 2015 (Cass., civ. 1ère, 7 October 2015, n 14-16.898) and 28 September 2022 (Cass., civ. 1ère, 28 September 2022, n 21-13.686) the First Civil Chamber of the French Supreme Court (*Cour de cassation*) held that such a clause was valid where it was possible to objectively identify which courts may have jurisdiction in the event of a dispute. On April 13, 2023 (Cass., civ., 1ère, 13 April 2023, n 22-12.965), the French Supreme Court (*Cour de cassation*) referred questions relating to the validity of unilateral jurisdiction clauses to the Court of Justice of the European Union, which issued its decision on 27 February 2025 (ECJ, 1st Chamber, *Società Italiana Lastre SpA (SIL) v Agora SARL*, Case C-537/23), confirming the most recent approach adopted by the French Supreme Court (*Cour de cassation*), stating that such a clause is valid in so far as (i) it designates courts of one or several States which are either Member of the European Union or parties to the Lugano II Convention, (ii) it identifies objective factors which are sufficiently precise to enable the court seised to ascertain whether it has jurisdiction and (iii) it is not contrary to specific jurisdiction rules of EU Regulation 1215-2012 regarding insurance, consumer or employment contracts or rules of exclusive jurisdiction under the same Regulation. Accordingly, any provisions to the same effect in any relevant documents may not be binding over the party having agreed to the exclusive jurisdiction of a court if it does not satisfy these three criteria.

If an action for civil liability is brought in France, French courts may refuse to apply the foreign law designated by applicable French rules of conflict of law (including the governing law chosen by the parties to the agreements) if the application of such law (in the case at hand) is deemed to contravene French international public policy ("*ordre public international*") as determined on a case-by-case basis by French courts. Additionally, French courts may apply French overriding mandatory provisions ("*lois de police*") or overriding mandatory provisions of the law of the country where the obligations arising out of the contract have to be or have been performed, in so far as those overriding mandatory provisions render the performance of the contract unlawful. Moreover, in the event that all elements relevant to the situation at the time of the choice are located in a country other than the country whose law has been chosen, the provisions of the law of that other country which cannot be derogated from by agreement will be

applicable. In the same way, where all elements relevant to the situation of the relevant agreement or transaction are located in one or more member States of the European Union, overriding mandatory provisions of European Union law, as implemented in France and interpreted by French courts will be applicable.

In addition, French law guarantees full compensation for the harm suffered but is limited to the actual damages, so that the victim does not suffer or benefit from the situation. Such system excludes damages such as, but not limited to, punitive and exemplary damages. However, since the principle of awarding punitive damages is not, per se, contrary to the French public order, French courts could enforce a foreign judgment awarding punitive damages, provided the amount awarded is not disproportionate to the harm suffered and the defendant's breach.

Furthermore, in an action brought in France on the basis of U.S. federal or state securities laws, French courts may not have the requisite power to grant all of the remedies sought.

Gibraltar

The U.S. and Gibraltar do not have a treaty or other arrangements providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Any judgment rendered by any federal or state court in the U.S. based on civil liability ("U.S. judgment"), whether or not predicated solely upon U.S. federal securities law, would not be directly enforceable in Gibraltar.

In the absence of any special bilateral or multilateral provision for the enforcement in Gibraltar of a U.S. judgment, such enforcement would need to be initiated by the bringing of an action (or raising a counterclaim) on the U.S. judgment in common law. Gibraltar is a common law jurisdiction and the English common law is in force in Gibraltar (subject to modifications as circumstances require and certain statutory exceptions) pursuant to the English Law (Application) Act 1962. In a common law action, a Gibraltar court generally will not (subject to the following) reinvestigate the merits of the original matter decided by a foreign court and may order summary judgment on the basis that there is no defense to the claim. An action at common law is subject to the following requirements, namely that:

- the original court had jurisdiction over the original proceeding according to English conflicts of law principles;
- the original judgment is for a debt for a definite sum and money;
- the original judgment is not for a sum payable in respect of tax, or other charges of a like nature in respect of a fine or other penalty;
- the original judgment is final and conclusive on the merits in the sense of being final and unalterable in the court which pronounced it (even though an appeal is pending or possible);
- there has not been a prior judgment by a Gibraltar court between the same parties concerning the same issues;
- the common law action is brought within six years of the date of the original judgment;
- enforcement or recognition of the original judgment does not contravene public policy; and
- the original judgment has not been obtained by fraud or in breach of principles of natural justice.

A Gibraltar court may refuse to indirectly enforce a U.S. judgment for a number of reasons, including, but not limited to, the following:

- the relevant party was not properly notified of the commencement of the proceedings and/or of any other matters requiring notice in the said proceedings;
- the procedural rules of the U.S. courts and/or the Gibraltar court(s) were not observed;

- the judgment is irreconcilable with any other judgment(s) between the parties;

- enforcement proceedings are not instituted within any applicable time period after the date of the original judgment and such claims in Gibraltar may be, or become, barred under the Limitation Act and/or may be, or become, subject to defenses of set-off and/or counterclaim;

- where obligations are to be performed in a jurisdiction outside Gibraltar they may not be enforceable in Gibraltar to the extent that performance will be illegal under the laws of the other jurisdiction or contrary to public policy in Gibraltar;

- proceedings before a court of Gibraltar may be stayed if the subject of the proceedings is concurrently before any other court;

- equitable remedies, such as an order for specific performance or the issue of an injunction are available only at the discretion of the court;

- a Gibraltar court may not give effect to a purported obligation to pay another party's litigation costs and may make its own order as to costs;

- the enforcement of the rights and obligations of the parties to any agreement may be limited by the provisions of the laws of Gibraltar relating to frustration of contracts;

- enforcement may be limited by the principle of *forum non conveniens* or analogous principles notwithstanding purported waiver of such principles by any or all of the parties;

- obligations to make payments following a default or breach that may be regarded as penalties will not be enforceable to the extent that they are penal and not a reasonable good faith pre-estimate of liquidated damages;

- in certain circumstances, the Gibraltar courts may not enforce clauses relating to the payment of default and/or compound interest;

- a particular course of dealing or an oral amendment, variation or waiver may result in a Gibraltar court finding that the terms of such agreement have been amended, varied or waived, even if such course of dealing or oral amendment, variation or waiver is not reflected in writing. Furthermore, any provisions of the Documents which provide that the terms of the same may only be amended, varied or waived in writing may be held by a Gibraltar court not to be effective; and

- a result of any breach of the terms of any agreement by the party seeking to enforce the same. The courts in Gibraltar have the power to give judgments in a currency other than the lawful currency of Gibraltar if such other currency is the currency in which the loss was sustained but such power is exercisable at the discretion of the courts.

Italy

Even though the enforceability of U.S. court judgments outside the United States is described below for the Republic of Italy you should consult with your own advisors in any pertinent jurisdictions as needed to enforce a judgment in those countries or elsewhere outside the United States.

The recognition and enforcement of final judgments rendered by a U.S. federal or New York state court in the Republic of Italy is governed by Article 64 of the Italian Private International Law Act (i.e., Law 218 of May 31, 1995) (the "PIL Act") (and certain other provisions of the PIL Act). Pursuant to the PIL Act, any judgment issued by a U.S. federal or New York state court should automatically be recognized in the Republic of Italy provided that the following requirements are met:

- the relevant U.S. federal or New York state court had appropriate jurisdiction to pass judgment upon the matter (in accordance with the Italian law rules on jurisdiction);

- the defendant had received the summons in accordance with the laws of the state in which the proceedings have taken place, and the defendant had not been deprived of his fundamental right to a defense;

- the parties had appeared in the proceedings in accordance with the local procedural law, or the proceedings were conducted in absentia (*in contumacia*) in accordance with such local procedural law;

- the judgment rendered by the U.S. federal or New York state court must be final and binding (*passato in giudicato*) according to the law of the state in which it was issued;

- the judgment rendered by the U.S. federal or New York state court is not in conflict with any earlier final and binding judgment issued by an Italian court;

- there is no pending proceeding before any Italian court in relation to the same subject matter and between the same parties which started prior to the commencement of the proceedings before the relevant U.S. federal or New York state court; and

- the judgment rendered by the U.S. federal or New York state court is not contrary to Italian public policy.

In addition, according to Article 67 of the PIL Act, if a judgment rendered by a U.S. federal or New York state court is not complied with, its recognition is challenged or it is necessary to enforce such judgment, a proceeding must be instituted in the competent Court of Appeal in the Republic of Italy to that end. The competent Court of Appeal does not consider the merits of the case but reviews exclusively the existence of all the requirements set out above (including requiring that the judgment rendered by the U.S. federal or New York state court is not contrary to public policy in Italy).

In original actions brought before Italian courts, the enforceability of liabilities or remedies based solely on the U.S. federal securities law is debatable. In addition, if an original action is brought before an Italian court, the Italian court may apply not only Italian rules of civil procedure, but also certain substantive provisions of Italian law that are regarded as mandatory and may refuse to apply the U.S. law provisions or grant some of the remedies sought (*e.g.*, punitive damages) if their application violates any Italian public policy and/or any mandatory provisions of Italian law.

Portugal

The United States and Portugal do not have a treaty or other arrangements providing for the reciprocal recognition and enforcement of judgments. A final and conclusive judgment by any federal or state court in the United States (whether or not predicted solely upon U.S. federal or state securities laws) would not be automatically enforceable in Portugal.

In the absence of any such treaty such judgment will be recognized and enforced in Portugal according to the procedures set out in the Portuguese Code of Civil Procedure, approved by Law 41/2013 of June 26, for the recognition of foreign judgments. A final and conclusive judgment by a U.S. federal or state court would only be enforceable in the courts of Portugal after having been reviewed and confirmed by a Portuguese court. The Portuguese court with jurisdiction over such confirmation will be the Court of Appeal (*Tribunal da Relação*) of the judicial district where the relevant person against whom the judgment will be enforced is established. The following requirements must be generally met—to the extent applicable:

- there must be no doubts regarding the authenticity of the document containing the judgment, nor about the meaning of the judgement;

- the judgment must be final, a definitive and not subject to appeal (*res judicata*), according to the laws of the U.S., where the judgment was rendered;

- the competence of the court must not have been established fraudulently in order to avoid the application of Portuguese law;

- the case must not have been subject to the exclusive jurisdiction of the Portuguese courts;

- the exceptions of *"lis pendens"* and of *"condition of res judicata,"* cannot be argued based on a case pending or judged on a Portuguese Court, except if the foreign court prevented the jurisdiction;

- the defendant must have been duly served process, under the terms of the laws of the U.S., and the principles of the adversarial nature of the proceedings and the equality of the parties must have been complied with; and

- the judgment rendered must not be incompatible with the international public policy of the Portuguese jurisdiction.

If the defendant is a Portuguese national or a Portuguese entity, the defendant may also oppose to the recognition of the foreign judgement on the grounds that the decision would have been more favorable to them is the foreign court had applied Portuguese law, provided that Portuguese law would be applicable pursuant to the Portuguese rules on the conflict of laws. This is a judicial process that can be subject to opposition and the final court decision is also subject to appeal.

Spain

A judgment rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon U.S. federal or state securities laws, enforceable in the U.S., would not directly be recognized or enforceable in Spain, in accordance with and subject to Article 523 of the Spanish Civil Procedure Act and subject to Law 29/2015, of July 30, on International Legal Cooperation in Civil Matters (*Ley 29/2015, de 30 de julio, de cooperación jurídica internacional en material civil*) (the "ILCC Act") which repeals Articles 951 to 958 of the former Spanish Civil Procedure Act of 1881 (*Real Decreto de Promulgación de 3 de febrero de 1881 de Enjuiciamiento Civil*).

A party in whose favor such a judgment was rendered should initiate the procedure to declare its recognition and the authorization for its enforcement in Spain (known as *exequátur*) before the relevant Court of First Instance (*Juzgado de Primera Instancia*) or the Commercial Court (*Juzgado de lo Mercantil*), as the case may be, pursuant to article 52 of the ILCC Act or before the relevant Court of First Instance (*Tribunales de Instancia*), pursuant the changes to the Spanish court system implemented by LO 1/2025. According to the ILCC Act, recognition and enforcement in Spain of such U.S. judgment could be obtained provided, mainly, that the following conditions are met (which conditions, under prevailing Spanish case law, do not include a review by the Spanish Court of First Instance or Commercial Court or Court of First Instance (*Tribunales de Instancia*), as the case may be, of the merits of the foreign judgment):

- the U.S. foreign judgment is final and conclusive (*firme*);

- such U.S. judgment was rendered by a court having jurisdiction over the matter since the dispute is clearly connected to the United States and the choice of the court is not fraudulent;

- there is no material contradiction or incompatibility with an earlier judgment rendered in Spain or in any other state provided that such judgment complies with the applicable conditions to be enforceable in Spain;

- in rendering the U.S. foreign judgement, the courts rendering it must not have infringed an exclusive ground of jurisdiction provided for in Spanish law or have based their jurisdiction on exorbitant grounds not reasonably connected with the dispute, following similar reasonability criteria to that established in Spanish law;

- the rights of defense of the parties have been protected when rendering the foreign judgment, including but not limited to a proper service of process having been carried out with sufficient time for the defendant to prepare its defense and appear before the court;

- the U.S. judgment was not rendered by default (i.e., without appearance or without the possibility to appear for the defendant);

- the U.S. foreign judgment does not contravene Spanish public policy (*orden público*) or mandatory provisions and the obligation to be fulfilled is legal in Spain;

- there are not ongoing or pending proceedings between the same parties and dealing with the same subject that were opened before a Spanish court prior to the opening of the proceedings before the foreign court;

- to the extent the party against which the judgment is enforced in Spain has been declared insolvent (*declarada en concurso*), the foreign judgment must comply with the requirements provided for in the Spanish Insolvency Act and file its recognition claim before the Court in charge of the insolvency proceedings;

- the documentation prepared for the purposes of requesting the recognition or enforcement of the judgment is accompanied by a translation into Spanish in accordance with Article 144 of the Spanish Civil Procedure Act;

- the copy of the judgment presented to the Spanish court has the apostille properly affixed; and

- although reciprocity is not a legal requirement, if it were proven that the foreign jurisdiction in which the judgment was obtained (e.g., the U.S.) does not enforce judgments issued by Spanish courts on a general basis, then Spanish courts could be compelled to deny the enforcement of the foreign judgment in Spain.

According to article 3.2 of ILCC Act, the Spanish Government may deny cooperation with another state's authorities if there has been a reiterated refusal to cooperate or a legal prohibition of providing cooperation is imposed by such other state's authorities, provided that the Spanish Government passes a Royal Decree for these purposes.

The competence to hear applications for recognition and authorization for enforcement of foreign judgments in Spain generally corresponds to the Courts of First Instance (*Juzgado de Primera Instancia* or *Trinbunal de Instancia,* as applicable) of the domicile of the party against which the recognition or enforcement is sought, or of the person who referred to the effects of the foreign judgment. Secondarily, the territorial jurisdiction shall be determined by the place of execution or the place in which the resolution should produce its effects, being competent, in the latter case, the Court of First Instance before which stands the application for recognition.

Additionally, pursuant to article 54 of Spanish Civil Procedure Act, the parties to an agreement are entitled to clearly agree the submittal to one judge (*juzgado*) or court (*tribunal*) (provided that under the Spanish Civil Procedure Act and the Spanish Judicial Act (*Ley 6/1985, de 1 de Julio, Orgánica del Poder Judicial)* the relevant judge or court are competent to solve the corresponding dispute); therefore, such article does not cover the validity of non-exclusive jurisdiction clauses, at least for conflicts between different Spanish courts.

Once a judgment has been recognized under the *exequátur* procedure, it will be enforceable in Spain in accordance with the Spanish Civil Procedure Act; in particular, the deadline for filing enforcement requests will be applicable (5 years).

In addition, the discovery process under actions filed in the U.S. could be adversely affected under certain circumstances by Spanish law (relating to communication of documents and information of an economic, commercial, industrial, financial or technical nature to foreign authorities or persons), which could prohibit or restrict obtaining evidence in Spain or from Spanish persons in connection with a judicial or administrative U.S. action.

Any judgment obtained against companies incorporated in Spain in any country bound by the provisions of EU Regulation 1215/2012 of the European Parliament and of the Council would be recognized and enforced in Spain in accordance with the terms set forth thereby ("EU Regulation 1215/2012").

The enforcement of any judgments in Spain involves, *inter alia*, the following principal actions and costs: (a) documents in a language other than Spanish must be accompanied by a sworn translation into Spanish (translator's fees will be payable); (b) foreign documents may need to be legalized and apostilled; (c) payment of certain professional fees required for the verification of the legal authority of a party litigating in Spain (if needed); (d) the payment of certain court fees and /or judicial taxes; (e) the procedural acts of a party seeking the enforcement of a judgment in Spain must be directed by an attorney-at-law and the party must be represented by a court agent (*procurador*); and (f) the content and validity of foreign law must be evidenced to the Spanish courts—which could entail additional costs—. In addition, rules governing Spanish civil proceedings—as established by article 1 of Spanish

Civil Procedure Act—cannot be amended by agreement of the parties (except for the above-mentioned submission rules) and will therefore prevail notwithstanding any provision to the contrary.

The courts of Spain may express any order in a currency other than Euros in respect of the amount due and payable, but in case of enforcement in Spain, the court costs and interest will be paid in euros.

If an original action is brought in Spain, Spanish courts may refuse to apply the designated law if its application contravenes Spanish public policy (*orden público*) or it may not grant enforcement in the event that they deem that a right has been exercised in such a manner to constitute an abuse of right (*abuso de derecho*).

Sweden

It is not established by Swedish judicial precedent or otherwise by Swedish law that a power of attorney or a mandate of agency, including the appointment of a service of process agent, can be made irrevocable and therefore any powers of attorney or mandates of agency issued by a Swedish party can be revoked and will terminate by operation of law and without notice at the bankruptcy or temporal demise of the Swedish party giving such powers.

The United States and Sweden do not currently have a convention or treaty providing for the reciprocal recognition and enforcement of court judgments, other than arbitral awards, in civil and commercial matters. Therefore, a final judgment for payment of money rendered by a federal or state court in the United States in civil and commercial matters, whether or not predicated solely upon U.S. federal or state securities laws, would not be directly enforceable, either in whole or in part, in Sweden.

In order to enforce any such judgment in Sweden, proceedings must therefore be initiated by way of civil law action on the judgment debt before a court of competent jurisdiction in Sweden, or an administrative tribunal or executive or other public authority of Sweden. In such an action, a judgment rendered by any federal or state court in the United States may be regarded as evidence of, for example, factual circumstances or the content of U.S. law but the competent Swedish authority may also choose to rehear the dispute *ab initio*.

Any legal proceedings in the courts of Sweden will be conducted in Swedish and a court or enforcement authority in Sweden may require, as a further condition for admissibility and/or enforceability the translation into Swedish of any relevant document, and assistance from Swedish authorities in the service of process in connection with foreign proceedings might require the observance of certain procedural and other regulations.

Swedish courts may award judgments or give awards in currencies other than the local currency, but the judgment debtor has the right under the laws of Sweden to pay the judgment debt (even though denominated in a foreign currency) in the local currency at the rate of exchange prevailing at the date of payment (however, the judgment creditor may, subject to availability of the foreign currency, convert such local currency into the foreign currency after payment and remove such foreign currency from Sweden), and a choice of currency provisions by the parties to an agreement may not be upheld by Swedish courts to constitute a right to refuse payment in Swedish kronor.

LISTING AND GENERAL INFORMATION

1. Application has been made for the Notes be listed on the Official List of the LuxSE and to be traded on the Euro MTF.

2. So long as the Notes are listed on the Official List of the LuxSE and are traded on the Euro MTF and the rules of such exchange shall so require, copies of our Articles of Association, the Articles of Association of the Guarantors and the Indenture governing the Notes and Guarantees will be available free of charge at the specified office of the Transfer Agent in Luxembourg referred to in paragraph 6 below. So long as the Notes are listed on the Official List of the LuxSE and are traded on the Euro MTF and the rules of such exchange shall so require, copies of all of our annual financial statements and those for all subsequent financial years will be available free of charge during normal business hours on any weekday at the offices of such Transfer Agent in Luxembourg referred to in paragraph 6 below. So long as the Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange so require, we will publish any notices to the holders of the Notes on the website of the Luxembourg Stock Exchange, *www.luxse.com*, or by any other means satisfactory to the Luxembourg Stock Exchange.

3. We accept responsibility for the information contained in this Offering Memorandum. To the best of our knowledge, except as otherwise noted, the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of this Offering Memorandum.

4. Save as disclosed herein, there has been no material adverse change in our consolidated financial position since March 31, 2025 or in our prospectus.

5. Neither we nor any of our subsidiaries are a party to any litigation that, in our judgment, is material in the context of the issue of the Notes, except as disclosed herein.

6. We have appointed Deutsche Bank AG, London Branch as our Transfer Agent and Deutsche Bank Luxembourg S.A. as our Listing Agent. We reserve the right to vary such appointment and shall publish notice of such change of appointment in a newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the LuxSE's website, *www.luxse.com*. The Transfer Agent will act as intermediary between the holders of the Notes and us and as long as the Notes are listed on the Official List of the LuxSE and are traded on the Euro MTF, we will maintain a listing agent in Luxembourg. The office of the Transfer Agent is 21 Moorfields, London EC2Y 9DB, United Kingdom. The office of the Listing Agent in Luxembourg is at 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Grand Duchy of Luxembourg.

7. The issuance of the Notes was authorized by resolution of the Board of Directors dated June 6, 2025.

8. The Notes have been accepted for clearance through the facilities of Euroclear and Clearstream. The ISINs for the Notes sold pursuant to Rule 144A and pursuant to Regulation S are XS3091933005 and XS3091931058, respectively, and the Common Codes for the Notes sold pursuant to Rule 144A and pursuant to Regulation S are 309193300 and 309193105, respectively.

9. "eDreams ODIGEO" refers to eDreams ODIGEO, S.A., a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain (LEI 959800Y8LQ5MR2YZ4N96), incorporated on February 23, 2011 and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332. Our telephone number is +34 934457153. Each share of common stock has equal voting, dividend and liquidation rights. As of the date of this Offering Memorandum, our issued share capital consists of 127,605,059 ordinary shares with a par value of €0.10 each. All share capital is fully

paid up. We publish our audited financial statements on an annual basis and our unaudited interim financial results on a quarterly basis.

According to article 2 of our Bylaws, our corporate purpose shall be to:

1. Carry out travel agency activities on a wholesale-retail basis including mediation and/or organization of tourist services (such as flights, hotels, vacation packages, car rentals, cruises and travel insurance).

2. The activities included in the corporate purpose may be carried out indirectly by the company, totally or partially, by means of the ownership of shares or stockholdings in companies with an identical or analogous corporate purpose. To that end, we may acquire, manage and transfer securities of any type (including but not limited to shares, convertible bonds, ownership units and holdings of any other type).

3. Under no circumstances shall the corporate purpose be deemed to include any activities for which the applicable law requires any kind of requirements or licenses not held by us.

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CONSOLIDATED FINANCIAL STATEMENTS & NOTES

C.1. Audit Report

Audit Report on Consolidated Financial Statements

Issued by an Independent Auditor

eDreams ODIGEO, S.A. AND SUBSIDIARIES
Consolidated Financial Statements and
Consolidated Management Report
for the year ended
March 31, 2025

AUDIT REPORT ON CONSOLIDATED FINANCIAL STATEMENTS ISSUED BY AN INDEPENDENT AUDITOR

Translation of a report and financial statements originally issued in Spanish. In the event of discrepancy, the Spanish language version prevails

To the shareholders of eDreams ODIGEO, S.A.:

Audit report on the consolidated financial statements

Opinion

We have audited the consolidated financial statements of eDreams ODIGEO, S.A. (the parent) and its subsidiaries (the Group), which comprise the consolidated statement of financial position at March 31, 2025, the consolidated income statement, the consolidated statement of other comprehensive income, the consolidated statement of changes in equity, the consolidated cash flow statement, and the notes thereto, for the year then ended.

In our opinion, the accompanying consolidated financial statements give a true and fair view, in all material respects, of consolidated equity and the consolidated financial position of the Group at March 31, 2025 and of its financial performance and its consolidated cash flows, for the year then ended in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU), and other provisions in the regulatory framework applicable in Spain.

Basis for opinion

We conducted our audit in accordance with prevailing audit regulations in Spain. Our responsibilities under those standards are further described in the *Auditors responsibilities for the audit of the consolidated financial statements* section of our report.

We are independent of the Group in accordance with the ethical requirements, including those related to independence, that are relevant to our audit of the consolidated financial statements in Spain as required by prevailing audit regulations. In this regard, we have not provided non-audit services nor have any situations or circumstances arisen that might have compromised our mandatory independence in a manner prohibited by the aforementioned requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our audit opinion thereon, and we do not provide a separate opinion on these matters.

Measurement of goodwill and brands

Description	The Group has recorded in "intangible assets", goodwill and brands for a net carrying amount at March 31, 2025 of 631,037 thousand euros and 228,724 thousand euros, respectively, which account for 74% of total Assets. As indicated in notes 4.3 and 4.12 to the accompanying consolidated financial statements. Group Management tests these assets for impairment at least annually to determine the recoverable amount of the cash generating units (CGU) to which these assets have been allocated. The recoverable amount is the higher of fair value less costs to sell and value in use, so when the carrying amount exceeds the recoverable amount, the asset is considered impaired. The assessment made by Group Management of the recovery of these assets is based on the estimates of value in use, which is the present value of expected future cash flows, using risk-free market interest rates, adjusted by the specific risks associated with the asset.

We have considered this matter a key audit matter due to the complexity of the recoverable amount estimation process, which requires Group Management to make significant estimates, specifically, of the assumptions that support the generation of expected future cash flows, considering also the relevance of these assets.

The main criteria used to conclude on whether an impairment loss should be recorded on the assets described, as well as the assumptions applied and the sensitivity analysis conducted, are disclosed in notes 18 and 19 to the accompanying consolidated financial statements.

Our response

Our audit procedures for this area consisted, among others, in:

- Understanding the process implemented by the Group to determine the recoverable amount of the assets subject to impairment review, which also includes evaluating the design and implementation of the relevant controls established In the aforementioned process.

- Assessing, in collaboration with our valuations specialists, the methodology used by the Group in the impairment tests and the reasonableness of the main assumptions applied by Management for the five-year expected future cash flow projections, including the validation of the discount rate and long-term growth rate. For that purpose, among other procedures, we have compared them with market research studies conducted by independent third parties on the industry in which the Group operates and assessed the sensitivity of the results to changes in the assumptions made in the uncertainty environment caused by macroeconomic and geopolitical factors.

- Reviewing the information disclosed in the notes to the consolidated financial statements in accordance with the applicable regulatory framework for financial information.

Recognition of revenue from intermediation services

Description

As described in note 4.4 to the accompanying consolidated financial statements, the Group obtains a highly significant portion of its revenue from intermediation services in the sale of flights, hotel rooms, dynamic packages, and other travel-related services, and also revenue is coming from “Prime” subscription. Consequently, the Group recognizes its revenue at the fair value of the consideration received or receivable and when the customer has acknowledged and accepted the Group’s terms and conditions describing the service provided, as well as the corresponding payment conditions. The Group considers revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement. In the case of “Prime”, revenue from the fee received for the subscription is recognized based on a gradual model.

These sales are made through different channels associated with specific IT systems, as well as different collection and payment platforms available to the Group.

We have considered this matter a key audit matter due to the high volume of transactions involved, their automation, diversity and typology of channels, IT systems used and nature of collections and payments, as well as the relevance of the amounts involved.

Our response

Our audit procedures for this area consisted, among others, in:

- Understanding the process implemented by the Group for recognizing revenue from intermediation services, which also includes evaluating the design, and implementation of the relevant controls established in the aforementioned process.

- Analyzing, in collaboration with our IT specialists, the IT systems and integrity of the information related to the applications involved in the revenue recognition process, both at the level of general controls, validating that the information flows correctly through them;

- Based on the journal, applying data analytics and reviewing the correlations between revenue, accounts receivable and collections.

- Doing a test on sales transactions for a representative sample in order to validate their existence and correct accrual and recording by verifying their collection, among other procedures.

- Reviewing the information disclosed in the notes to the consolidated financial statements in accordance with the applicable regulatory framework for financial information.

Other information: consolidated management report

Other information refers exclusively to the 2025 consolidated management report, the preparation of which is the responsibility of the parent company's directors and is not an integral part of the consolidated financial statements.

Our audit opinion on the consolidated financial statements does not cover the consolidated management report. Our responsibility for the consolidated management report, in conformity with prevailing audit regulations in Spain, entails:

a) Checking only that the consolidated non-financial statement and certain information included in the Corporate Governance Report and in the Board Remuneration Report, to which the Audit Law refers, were provided as stipulated by applicable regulations and, if not, disclose this fact.

b) Assessing and reporting on the consistency of the remaining information included in the consolidated management report with the consolidated financial statements, based on the knowledge of the Group obtained during the audit. In addition to evaluating and reporting on whether the content and presentation of this part of the consolidated management report are in conformity with applicable regulations, if, based on the work we have performed, we conclude that there are material misstatements, we are required to disclose this fact.

Based on the work performed, as described above, we have verified that the information referred to in paragraph a) above is provided as stipulated by applicable regulations and that the remaining information contained in the consolidated management report is consistent with that provided in the 2025 consolidated financial statements and its content and presentation are in conformity with applicable regulations.

Responsibilities of the parent company's directors and the audit committee for the consolidated financial statements

The directors of the parent company are responsible for the preparation of the accompanying consolidated financial statements so that they give a true and fair view of the equity, financial position and results of the Group, in accordance with IFRS-EU, and other provisions in the regulatory framework applicable to the Group in Spain, and for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the directors of the parent company are responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the mentioned directors either intend to liquidate the Group or to cease operations, or has have realistic alternative but to do so.

The audit committee is responsible for overseeing the Group's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with prevailing audit regulations in Spain will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with prevailing audit regulations in Spain, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Plan and perform the Group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the Group as a basis for forming an opinion on the consolidated financial statements. We are responsible for the direction, supervision and review of the audit work performed for the purposes of the Group audit. We remain solely responsible for our audit opinion.

We communicate with the audit committee of the parent company regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the audit committee of the Company with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all matters that may reasonably be thought to bear on our independence, and where applicable, actions taken to eliminate threats or safeguards applied.

From the matters communicated with the audit committee, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters.

We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

Report on other legal and regulatory requirements

European single electronic format

We have examined the digital files at the European single electronic formal (ESEF) of eDreams ODIGEO, S.A. and subsidiaries for the 2025 financial year, which include the XHTML file containing the consolidated financial statements for the year, and the X8RL files as labeled by the entity, which will form part of the annual financial report.

The directors of eDreams ODIGEO. S.A. are responsible for submitting the annual financial report for the 2025 financial year, in accordance with the formatting and mark-up requirements set out in Delegated Regulation EU 2019/815 of 17 December 2018 of the European Commission (hereinafter referred to as the ESEE Regulation). In this regard, the Corporate Governance Report and Annual Report on the Remuneration of Directors has been included by reference in the consolidated management report.

Our responsibility consists of examining the digital files prepared by the directors of the parent company, in accordance with prevailing audit regulations in Spain. These standards require that we plan and perform our audit procedures to obtain reasonable assurance about whether the contents of the consolidated financial statements included in the aforementioned digital files correspond in their entirety to those of the consolidated financial statements that we have audited, and whether the consolidated financial statements and the aforementioned files have been formatted and marked up, in all material respects, in accordance with the ESEF Regulation.

In our opinion, the digital files examined correspond in their entirety to the audited consolidated financial statements, which are presented and have been marked up, in all material respects, in accordance with the ESEF Regulation.

Additional report to the audit committee

The opinion expressed in this audit report is consistent with the additional report we issued to the audit committee on May 28, 2025.

Term of engagement

The ordinary general shareholders' meeting held on September 27, 2024 appointed us as auditors for one year, for the year-end audit at March 31, 2025.

Previously, Ernst & Young was appointed as auditors by the shareholders for one year and we have been carrying out the audit at the financial statements continuously since March 31, 2017.

ERNST & YOUNG, S.L.,

/s/ Albert Closa Sala

Albert Closa Sala

May 28, 2025

C.2. Consolidated Financial Statements

C.2.1. Consolidated Income Statement

	Notes	Year Ended 31st March 2025	Year Ended 31st March 2024
		(Thousands of euros)	
Revenue		671,184	650,512
Revenue Margin	8	**671,184**	**650,512**
Marketing and other variable expenses	9	(427,520)	(449,128)
Personnel expenses	10	(99,908)	(92,219)
Depreciation and amortisation	11	(44,223)	(37,771)
Impairment (loss) / reversal	11	6,933	(118)
Gain / (loss) arising from assets disposals	11	—	17
Impairment (loss) / reversal on bad debts	20.2	138	(366)
Other operating expenses	12	(31,351)	(29,934)
Operating profit / (loss)	—	**75,253**	**40,993**
Interest expense on debt	—	(22,896)	(23,017)
Other financial income / (expenses)	—	(3,420)	(3,951)
Financial and similar income and expenses	13	**(26,316)**	**(26,968)**
Profit / (loss) before taxes	—	**48,937**	**14,025**
Income tax	14	(3,870)	18,333
Profit / (loss) for the period from continuing operations	—	**45,067**	**32,358**
Profit for the period from discontinued operations net of taxes	—	—	—
Consolidated profit / (loss) for the year	—	**45,067**	**32,358**
Non-controlling interest - Result	—	—	—
Profit / (loss) attributable to shareholders of the Company	—	**45,067**	**32,358**
Basic earnings per share (euro)	6	**0.37**	**0.26**
Diluted earnings per share (euro)	6	**0.36**	**0.25**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

C.2.2. Consolidated Statement of Other Comprehensive Income

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Consolidated profit / (loss) for the year (from the income statement)	**45,067**	**32,358**
Income / (expenses) recorded directly in equity	**1,152**	**(420)**
Exchange differences	1,152	(420)
Total recognised income / (expenses)	**46,219**	**31,938**
a) Attributable to shareholders of the Company	46,219	31,938
b) Attributable to minority interest	—	—

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

C.2.3. Consolidated Statement of Financial Position

	Notes	Year Ended 31st March 2025	Year Ended 31st March 2024
		(Thousands of euros)	
ASSETS			
Goodwill	15	631,037	630,169
Other intangible assets	16	350,648	327,706
Property, plant and equipment	17	3,617	6,637
Non-current financial assets		**3,095**	**2,221**
Deferred tax assets	14.5	21,068	25,614
Non-current assets		1,009,465	992,347
Current financial assets	24	1,762	2,695
Trade receivables	20.1	64,285	51,835
Other receivables	20.3	7,675	14,114
Current tax assets	14.4	2,005	2,776
Cash and cash equivalents	21	76,882	91,205
Current assets		**152,609**	**162,625**
TOTAL ASSETS		**1,162,074**	**1,154,972**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

	Notes	Year Ended 31st March 2025	Year Ended 31st March 2024
		(Thousands of euros)	
EQUITY AND LIABILITIES			
Share capital		12,761	12,761
Share premium		1,048,630	1,048,630
Other reserves		(761,552)	(802,635)
Treasury shares		(84,386)	(5,163)
Profit / (loss) for the year		45,067	32,358
Foreign currency translation reserve		(10,271)	(11,423)
Shareholders' equity	22	**250,249**	**274,528**
Non-controlling interest		—	—
Total equity		**250,249**	**274,528**
Non-current financial liabilities	24	373,213	373,598
Non-current provisions	25	2,266	1,944
Deferred tax liabilities	14.5	1,485	11,558
Non-current liabilities		**376,964**	**387,100**
Trade and other current payables	26	302,525	317,895
Current financial liabilities	24	7,912	9,366
Current provisions	25	14,309	12,289
Current deferred revenue	27	193,803	146,699
Current tax liabilities	14.4	16,312	7,095
Current liabilities		**534,861**	**493,344**
TOTAL EQUITY AND LIABILITIES		**1,162,074**	**1,154,972**

C.2.4. Consolidated Statement of Changes in Equity

	Notes	Share Capital	Share Premium	Other Reserves	Treasury Shares	Profit/ (loss) for the Period	Foreign Currency Translation Reserve	Total Equity
				(Thousands of euros)				
Closing balance at 31st March 2024		**12,761**	**1,048,630**	**(802,635)**	**(5,163)**	**32,358**	**(11,423)**	**274,528**
Total recognised income / (expenses)		—	—	—	—	**45,067**	**1,152**	**46,219**
Acquisitions & disposals of treasury shares	22.4	—	—	(956)	(79,919)	—	—	(80,875)
Transactions with treasury shares	22.4 & 23	—	—	(7,741)	696	—	—	(7,045)
Operations with members or owners		**—**	**—**	**(8,697)**	**(79,223)**	**—**	**—**	**(87,920)**
Payments based on equity instruments	23	—	—	18,379	—	—	—	18,379
Transfer between equity instruments		—	—	32,358	—	(32,358)	—	—
Other changes	23	—	—	(957)	—	—	—	(957)
Other changes in equity		**—**	**—**	**49,780**	**—**	**(32,358)**	**—**	**17,422**
Closing balance at 31st March 2025		**12,761**	**1,048,630**	**(761,552)**	**(84,386)**	**45,067**	**(10,271)**	**250,249**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

	Notes	Share Capital	Share Premium	Other Reserves	Treasury Shares	Profit/ (loss) for the Period	Foreign Currency Translation Reserve	Total Equity
				(Thousands of euros)				
Closing balance at 31st March 2023		**12,761**	**1,048,630**	**(767,048)**	**(3,699)**	**(43,337)**	**(11,003)**	**236,304**
Total recognised income / (expenses)		—	—	—	—	**32,358**	**(420)**	**31,938**
Acquisitions & disposals of treasury shares	22.4	—	—	(2)	(1,674)	—	—	(1,676)
Transactions with treasury shares	22.4 & 23	—	—	(8,003)	210	—	—	(7,793)
Operations with members or owners		**—**	**—**	**(8,005)**	**(1,464)**	**—**	**—**	**(9,469)**
Payments based on equity instruments	23	—	—	16,716	—	—	—	16,716
Transfer between equity instruments		—	—	(43,337)	—	43,337	—	—
Other changes		—	—	(961)	—	—	—	(961)
Other changes in equity		**—**	**—**	**(27,582)**	**—**	**43,337**	**—**	**15,755**
Closing balance at 31st March 2024		**12,761**	**1,048,630**	**(802,635)**	**(5,163)**	**32,358**	**(11,423)**	**274,528**

C.2.5. Consolidated Cash Flows Statement

	Notes	Year Ended 31st March 2025	Year Ended 31st March 2024
		(Thousands of euros)	
Net profit / (loss)		45,067	32,358
Depreciation and amortisation	11	44,223	37,771
Impairment and results on disposal of non-current assets	11	(6,933)	101
Other provisions		2,512	(1,181)
Income tax	14	3,870	(18,333)
Financial (income) / expense	13	26,316	26,968
Expenses related to share-based payments	23	18,379	16,716
Changes in working capital		15,399	49,042
Income tax paid		(2,419)	(4,563)
Net cash from / (used in) operating activities		**146,414**	**138,879**
Acquisitions of intangible assets and property, plant and equipment		(55,384)	(49,147)
Proceeds on disposal of property, plant and equipment		—	17
Acquisitions of financial assets		(189)	(7)
Proceeds from disposals of financial assets		23	337
Net cash from / (used in) investing activities		**(55,550)**	**(48,800)**
Acquisition of Treasury shares	22.4	(79,919)	(1,676)
Gain / (loss) associated to treasury shares transactions	22.4	(413)	—
Reimbursement of borrowings	24.3	(2,791)	(6,255)

	Notes	Year Ended 31st March 2025	Year Ended 31st March 2024
		(Thousands of euros)	
Interests paid	24.3	(20,829)	(21,160)
Other financial expenses paid	24.3	(2,422)	(2,306)
Interest received	—	763	350
Net cash from / (used in) financing activities	—	**(105,611)**	**(31,047)**
Net increase / (decrease) in cash and cash equivalents	—	**(14,747)**	**59,032**
Cash and cash equivalents at beginning of period	21	91,205	35,933
Bank facilities and bank overdrafts at beginning of period	24	—	(3,883)
Effect of foreign exchange rate changes	—	424	123
Cash and cash equivalents net of bank facilities and bank overdrafts at end of period	—	**76,882**	**91,205**
Cash and cash equivalents	21	76,882	91,205
Bank facilities and bank overdrafts	24	—	—
Cash and cash equivalents net of bank facilities and bank overdrafts at end of period	—	**76,882**	**91,205**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

C.3. Notes to the Consolidated Financial Statements

1. General information

eDreams ODIGEO, S.A. (the "Company"), formerly LuxGEO Parent S.à r.l., was set up as a limited liability company (*société à responsabilité limitée*) formed under the Laws of Luxembourg on Commercial Companies on 14th February 2011, for an unlimited period. In January 2014, the denomination of the Company changed to eDreams ODIGEO, S.A. and its corporate form from S.à r.l. to S.A. ("*Société Anonyme*").

The Group moved its registered seat ("*siège sociale*") and administration centre ("administration centrale") from Luxembourg to Spain, to achieve organisational and cost efficiencies, effective on 10th March 2021. Following the change in nationality, the denomination of the Company changed from eDreams ODIGEO, S.A. ("*Société Anonyme*") to eDreams ODIGEO, S.A. ("*Sociedad Anónima*").

The registered office is located at calle López de Hoyos 35, Madrid, Spain (previously, located at 4, rue du Fort Wallis, L-2714 Luxembourg).

eDreams ODIGEO, S.A. and its direct and indirect subsidiaries (collectively, the "Group") headed by the Company, as detailed in note 34, is a leading online travel company that uses innovative technology and builds on relationships with suppliers, product know-how and marketing expertise to attract and enable customers to search, plan and book a broad range of travel products and services.

The accompanying consolidated financial statements for the year ended 31st March 2025 were approved by the Company's Board of Directors at its meeting on 27th May 2025 for submission for approval at the General Shareholders' Meeting, which is expected to occur without modification.

2. Significant events during the period

2.1. Tender Offer and Share Buy-Back Programmes

The previous share buy-back programme started on 29th February 2024 (see note 2.2 of the consolidated financial statements for the year ended 31st March 2024) and was terminated early following the Board of Directors' approval of the acceleration of the programme on 28th May 2024.

On 24th July 2024, the CNMV (Spanish Stock Exchange regulator) approved the Company's tender offer to acquire 4,550,864 of its own shares, representing 3.57% of the Company's total shares, at the price of €6.90 per share.

The acceptance period for shareholders to tender their shares started on 29th July 2024 and finished on 6th September 2024 (both included).

The result of the tender offer was published on 13th September 2024. The Group paid a total amount of €31.4 million to acquire the aforementioned number of its own shares at the above stated price.

On 18th November 2024, the Board of Directors approved a new share buy-back programme, which had a dual purpose:

- To acquire the Company's shares necessary to fulfill the obligations arising for the Company from the existing incentive plans in shares; and

- To reduce the capital stock by redeeming the remaining shares acquired, subject to the approval of the General Shareholders' Meeting.

The maximum number of shares to be acquired is 7.8 million shares, of which 3.4 million shares will be used to fulfil the Company's obligations under the existing LTIPs and the remaining shares will be redeemed. The maximum monetary amount is up to 50 million euros.

During the year ended 31st March 2025, the total amount paid under both share buy-back programmes was €23,866 thousand, which included €23,642 thousand of acquisition of treasury shares and 0.1% of the associated transaction costs equivalent to €224 thousand (see note 22.4).

2.2. Re-election and Appointment of Directors

On the Ordinary General Shareholders' Meeting held on 27th September 2024, the re-election and appointment of directors for the statutory term of three years took place:

- Mr. Dana Philip Dunne and Mr. David Elízaga Corrales as executive directors

- Mr. Benoit Vauchy and Mr. Pedro López as proprietary directors

- Mr. Thomas Vollmoeller, Ms. Carmen Allo Pérez and Ms. Amanda Wills as independent directors

Additionally, Ms. Laurence Berman was proposed by the Board of Directors as a new Independent Director and the shareholders approved the nomination during the Company's Annual General Shareholders' Meeting.

Ms. Laurence Berman previously held key executive positions at Disneyland Paris and at the holiday firm Jet Tours, as well as having served on the Boards of several prominent hotel groups. She currently serves as a non-executive Board Member at PortAventura World, one of Europe's largest amusement and leisure parks.

2.3. Delivery of Treasury Shares

During the year ended 31st March 2025 the following deliveries of shares to employees were made:

- First Delivery of the year (October 2024), 188,830 gross shares (111,933 net shares) and 618,498 gross shares (419,740 net shares) were delivered in relation to the 2016 Long-Term Incentive Plan and 2019 Long-Term Incentive Plan, respectively (see notes 23.1 and 23.2).

- Second Delivery of the year (November 2024), 270,257 gross shares (153,317 net shares) and 696,512 gross shares (465,363 net shares) were delivered in relation to the 2016 Long-Term Incentive Plan and 2019 Long-Term Incentive Plan, respectively (see notes 23.1 and 23.2).

- Third Delivery of the year (February 2025), 270,213 gross shares (153,926 net shares) and 697,610 gross shares (469,398 net shares) were delivered in relation to the 2016 Long-Term Incentive Plan and 2019 Long-Term Incentive Plan, respectively (see notes 23.1 and 23.2).

Deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company (see note 22.4).

2.4. Acquisition of Own Shares from Significant Shareholders

On 27th March 2025, the Group purchased 2,649,006 of its own shares from Permira at a price of €7.55 per share.

3. Basis of presentation

3.1. Statement of Compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union, and the figures are expressed in thousands of euros.

3.2. New and Revised International Financial Reporting Standards

Standards That Came into Force for the Group on 1st April 2024

The accounting policies used in the preparation of the consolidated financial statements for the year ended 31st March 2025 are the same as those applied in the previous year, as none of the standards, interpretations or amendments that are applicable for the first time in this year have had an impact on the Group's accounting policies.

Standards and Amendments That Will Come into Force for the First Time in the Year Ended 31st March 2026 or After

Standards That Will Come into Force for the Group on or After 1st April 2025	Entry into Force for Annual Periods Commencing
Standards adopted by the European Union	
Lack of Exchangeability - Amendments to IAS 21 The Effects of Changes in Foreign Exchange Rates	1st April 2025
Standards issued by the IASB and yet to be adopted by the European Union	
Annual Improvements Volume 11	1st April 2026
Amendments to the Classification and Measurement of Financial Instruments - Amendments to IFRS 9 and IFRS 7	1st April 2026
IFRS 18 Presentation and Disclosure in Financial Statements	1st April 2027
IFRS 19 Subsidiaries Without Public Accountability: Disclosures	1st April 2027

The Group has not early adopted any standards, interpretations or amendments that have been issued but are not yet effective.

The Group intends to adopt the standards, interpretations and modifications to the standards issued by the IASB, which are not yet mandatory in the European Union, when they come into force, if applicable. Based on the assessment made to date, the Group estimates that the adoption of these new pronouncements will not have a significant impact on the consolidated financial statements in the initial period of application.

Regarding the new IFRS 18 standard, it is relevant to highlight that it does not affect the recognition or measurement of the elements of the statement of financial position, but it does introduce significant changes in the presentation of the income statement. The Group is currently evaluating the impact of this new profit and loss account structure.

Pillar 2 Directive

On 15th December 2022, the Pillar 2 Directive (Directive UE2022/2523) was adopted, which means that multinational groups that have consolidated revenues of €750 million or more in at least two of the last four years will have to pay a minimum level of taxation of 15% in any territory they are located in. The Pillar 2 Directive is not applicable in fiscal year 2025 because the consolidated revenues of the Group in any of the preceding four fiscal years have not exceeded the €750 million threshold. The Group will closely monitor the possible application of Pillar 2 Directive in future years.

3.3. Use of Estimates and Judgements

In the application of the Group's accounting policies, the Board of Directors is required to make judgements, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered relevant, including the current macroeconomic environment and the related evolution of the consumer behaviour patterns. Actual results may differ from these estimates.

These estimates and assumptions mainly concern the following:

Intangible Assets Other Than Goodwill: Measurement, Useful Life and Impairment

Determining the useful life of fixed assets requires estimations in relation to future circumstances, such as future technological developments.

Determining if certain assets, such as brands, have an indefinite useful life requires estimations regarding the foreseeable limit for the period over which they are expected to generate net cash inflows.

The capitalisation of internally developed software requires the use of judgement to determine whether the project is economically and technically feasible.

The decision to recognise a loss due to impairment of fixed assets such as software requires considering factors such as technological obsolescence, the suspension of certain services, and other circumstantial changes, which may highlight the need to assess a possible impairment. The software of the Group consists of features and functionalities that will generate future benefits. Given the relevance of the software for the Group's operations, these features and functionalities are reviewed on a monthly basis in multidisciplinary working groups involving IT, Finance and Product teams to assess if there are indicators of impairment.

The Group performs an annual assessment of possible impairment of the brands as of March 31st, or more frequently if events and circumstances indicate that an impairment may have occurred. When considering impairment indicators, the Group evaluates factors such as operating results below the expected performance, significant adverse changes in the legal, business and macroeconomic environment, changes in the way assets are being used, such as restructuring or sale plans or a significant decline in the observable market value of an asset, for which the Group also considers any potential increases in the discount rate (WACC) used.

Determining the recoverable value of the brands involves the use of assumptions and estimates and requires a significant degree of judgement, both in making future cash flow projections and in determining the rate of discount (WACC).

The Group prepares one single set of cash flow projections. See more details about the judgements and estimates related to business projections in the section "Judgements and estimates related to business projections".

See more detail on the accounting policies for Other intangible assets in note 4.12.

Allocation of the Purchase Price and Goodwill

In business combination operations, the allocation of the purchase price and goodwill requires the use of judgement and estimates to determine the fair value of the assets acquired, as well as the fair value of the consideration in the event of contingent consideration.

See more detail on the accounting policies for Business combinations, Goodwill and Other intangible assets in notes 4.2, 4.3 and 4.12.

Impairment Test of CGUs

The Group performs an annual assessment of possible impairment of the Cash Generating Units ("CGUs") as of March 31st, or more frequently if events and circumstances indicate that an impairment may have occurred. When considering impairment indicators, the Group evaluates factors such as operating results below the expected performance, significant adverse changes in the legal, business and macroeconomic environment, changes in the way

assets are being used, such as restructuring or sale plans or a significant decline in the observable market value of an asset, for which the Group also considers any potential increases in the discount rate (WACC) used.

Determining the recoverable value of the cash-generating units to which goodwill is allocated involves the use of assumptions and estimates and requires a significant degree of judgement, both in making future cash flow projections and in determining the rate of discount (WACC).

See more details about the judgements and estimates related to business projections in the section "Judgements and estimates related to business projections".

Revenue Recognition

The Group uses judgements and estimates to assess the impact on income of the risk of cancellations.

GDS incentive income is subject to cancellation. The Group estimates the risk of flight cancellations considering the most recent data, using historical percentages of cancellations and external information provided by certain suppliers.

For the supplier commissions from hotel and car rental providers, the Group calculates a cancellation provision for the commissions related to Bookings validated but not consumed as of the reported closing date. This provision is based on the historical percentages of cancellations.

Likewise, the Group also uses judgements to determine the revenue recognition criteria applicable to its sales.

See more detail on the accounting policies related to the recognition of income in note 4.4.

Income Tax and Recoverability of Deferred Tax Assets

The Group assesses the recoverability of deferred tax assets based on estimates of future results by tax group. Such recoverability ultimately depends on the Group's ability to generate taxable profits during the period in which the deferred tax assets remain deductible.

This analysis is based on the estimated schedule to reverse deferred tax liabilities, as well as estimates of taxable earnings. These estimates are obtained based on the Group's business plan projections. These projections include Management's best estimates, which are consistent with external information, past experience and future expectations.

The recognition of tax assets and liabilities depends on a number of factors, including estimates of the timing and realisation of deferred tax assets and the projected tax basis schedule. The actual receipts and payments of the Group's corporate tax could differ from the estimates made by the Group as a result of changes in tax legislation, the result of ongoing tax procedures or unforeseen future transactions that could affect tax balances.

See more detail on the accounting policies for income tax in note 4.11.

Share-Based Payment Valuation

The Group's share-based payments are subject to service and performance conditions, not market conditions. The valuation of the Group's share-based payments depends on the fair value of the rights granted, as well as the estimate of the number of shares expected to be delivered. At the end of each reporting period, the Group reviews its estimate of the number of shares expected to be delivered based on historical employee turnover and the estimate of compliance with performance targets.

See more detail on the accounting policies for share-based payments in note 4.10.

Provisions

The Group uses judgements to determine the probability of occurrence of the risks to which it is exposed, and uses estimates to quantify the said risks. Due to the uncertainties inherent in the estimates necessary to determine the amount of provisions, actual disbursements may differ from the amounts originally recognised. See more detail on the accounting policies for provisions in note 4.14.

As part of the Group's provisions, it is worth highlighting the provision for chargebacks. The fraud attacks, risk of flight cancellations and airline bankruptcy expose the Group to an increased risk of voluntary chargeback from the customer, cancelling payments previously validated. Unjustified chargebacks initiated by customers are disputed by the Group to its customers, and chargebacks and Booking cancellations are claimed by the Group to its suppliers, as is its right. To estimate both the customer's chargeback risk and the amount to be recovered from the supplier, the Group estimates and books a provision based on historical statistics.

Judgements and Estimates Related to Credit Risk

The Group has established a matrix of provisions by type of customer, based on the Group's historical credit loss experience to estimate the customer's credit risk. In-depth analysis has been conducted to estimate potential significant financial distress and additional credit risk. This analysis is based on a combination of the last available external rating at the time of analysis (Dun & Bradstreet rating), quantitative analysis (for example, increase in fuel price, percentage of sales by geographical areas, macroeconomic trends in the areas they operate, financial ratios, etc.) and additional relevant comments from our Airline Risk Committee.

The Group has established an Airline Risk Committee that meets biweekly to review the decisions on credit risk categories assigned to airlines we intermediate. The Committee evaluates results publications of publicly traded airlines, press updates and industry information collected by our supplier relations team. For non-publicly traded airlines we are often able to obtain information directly from their finance teams on their financial situation. Based on our financial assessment for every airline we adjust the credit risk category, which has consequences on the limitations to intermediate their flight inventory both on amount of time to departure and payment method to the airline.

Based on the quantitative and qualitative factors previously mentioned, the Group determines three different risk ranges (high, medium, low) to recognise an additional credit risk provision, see impact in note 20.2.

The applied risk percentage corresponds to the highest range in our historical statistics or is a judgement percentage based on our best estimate. See note 20.2.

Judgements and Estimates Related to Business Projections

The consolidated financial statements have been prepared on a going concern basis, as Management considers that the Group is in a strong financial and liquidity position.

See details of the main assumptions used in the financial projections in notes 18 and 19.

Change in Accounting Estimate

During the first quarter of the fiscal year 2024, the Group revised its Prime subscription fee revenue recognition method. Due to the evolution of the Prime product and the information collected on the relevance of customer service for subscribers, the Group estimated that the pattern of consumption aligned better with recognising revenue of Prime gradually over the life of the subscription, rather than based on usage on Bookings.

As a result of this change in estimation, the Group recognised €7.9 million of Revenue in the year ended 31st March 2024, which was the impact of applying the gradual method to recognise the subscription fees. As this amount was not reflective of last year's Prime Revenue, it is shown within Alternative Performance Measures as "Adjusted Revenue Items".

3.4. Changes in Consolidation Perimeter

There have been no changes in the consolidation perimeter since 31st March 2024.

3.5. Comparative Information

The Directors present, for comparative purposes, together with the figures for the year ended 31st March 2025, the previous period's figures for each of the items on the annual consolidated statement of financial position, this being 31st March 2024 and the year ended 31st March 2024 for the consolidated income statement, consolidated statement of other comprehensive income, consolidated statement of changes in equity, consolidated cash flows statement and the quantitative information required to be disclosed in the consolidated financial statements.

3.6. Working Capital

The Group had negative working capital as at 31st March 2025 and 31st March 2024, which is a common circumstance in the business in which the Group operates and considering its financial structure. It does not present any impediment to its normal business.

The Group's €180.0 million Super Senior Revolving Credit Facility ("SSRCF") is available to fund its working capital needs and guarantees, of which €144.7 million is available for draw down as at 31st March 2025 (€159.8 million as at 31st March 2024). See note 24.

4. Material accounting policy information

The consolidated financial statements have been prepared on the historical cost basis except for certain properties and financial instruments that are measured at revalue amounts or fair values, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for assets. The material accounting policy information is set out below.

4.1. Basis, Scope and Methods of Consolidation

The consolidated financial statements incorporate the financial statements of eDreams ODIGEO, S.A. and entities controlled by the Company (its subsidiaries) up to 31st March each year. Control is achieved where the Company has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

The results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the effective date of acquisition and up to the effective date of disposal, as appropriate. Total comprehensive income of subsidiaries is attributed to the owners of the Company and to the non-controlling interests (if any), even if this results in the non-controlling interests having a deficit balance.

The Group has no non-controlling interests as the subsidiaries are 100% owned (see note 34).

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with those used by the Group. All intra-group transactions, balances, income and expenses are eliminated in full on consolidation.

Changes in the Group's ownership interests in subsidiaries that do not result in the Group losing control over the subsidiaries are accounted for as equity transactions. The carrying amounts of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to owners of the Company.

All entities directly or indirectly controlled by the Company have been consolidated by the full consolidation method.

4.2. Business Combinations

Acquisitions of businesses are accounted for using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether they include, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

The Group has an option to apply a "concentration test" that permits a simplified assessment of whether an acquired set of activities and assets is not a business.

The consideration transferred in a business combination is measured at fair value, which is calculated as the sum of the acquisition-date fair values of the assets transferred, liabilities incurred and the equity interests issued by the Group in exchange for control of the acquiree. Acquisition-related costs are recognised in profit or loss as incurred.

Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree, and the fair value of the acquirer's previously held equity interest in the acquiree over the net of the acquisition date amounts of the identifiable assets acquired and the liabilities assumed.

When the consideration transferred by the Group in a business combination includes assets or liabilities resulting from a contingent consideration arrangement, the contingent consideration is measured at its acquisition-date fair value and included as part of the consideration transferred in a business combination. Changes in the fair value of the contingent consideration that qualify as measurement period adjustments within the first 12 months are adjusted retrospectively, with corresponding adjustments against goodwill. Other changes in the fair value of the contingent consideration are recognised in profit or loss.

4.3. Goodwill

Goodwill arising on an acquisition of a business is not amortised but carried at cost as established at the date of acquisition (see in previous note) less accumulated impairment losses, if any.

For the purposes of impairment testing, goodwill has been allocated to each market, except Metasearch and Connect (which are their own Cash Generating Units "CGU"). See further detail in notes 7 and 15.

The carrying value of the assets allocated to CGU is tested for impairment annually, or more frequently if events and circumstances indicate that an impairment may have occurred. See more detail on impairment indicators considered by the Group in note 3.3.

If the recoverable amount of these assets (see note 18) is less than their carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit.

Any impairment loss for goodwill is recognised directly in profit or loss in the consolidated income statement and is not subsequently reversed.

4.4. Revenue Recognition

See in the Glossary of Definitions annex (section C4. Alternative Performance Measures) definitions of terms (specific in the sector) in order to better understand the Group's Revenue recognition accounting principles.

All Revenue of the Group is revenue from contracts with customers.

The Group makes travel and travel related services available to customers and travellers directly through its websites.

The Group generates its revenue from the intermediation services regarding the supply of (i) flight services including air passenger transport by regular airlines and Low Cost Carriers (LCC) flights as well as travel insurance in connection with flight services, (ii) non-flight services, including non-air passenger transport, hotel accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services. The Group's revenue is earned through service fees, commissions, incentive payments received from suppliers and in specific cases, margins. The Group also receives incentives from its Global Distribution System ("GDS") service providers based on the volume of supplies mediated by the Group through the GDS systems. In addition to the above travel-related revenue, the Group also generates revenue from non-travel related services, such as revenue for the supply of advertising services on its websites, commissions received from credit card companies and fees charged on toll calls.

The Group recognises revenue when (i) there is evidence of a contractual relationship in respect of services provided, (ii) the separate performance obligations in the contract are identified, (iii) the transaction price is determinable and collectability is reasonably assured, (iv) the transaction price is allocated to the separate performance obligation, and (v) the services are provided to the customer (performance obligation satisfied).

The Group has evidence of a contractual relationship when the customer has acknowledged and accepted the Group's terms and conditions that describe the service rendered as well as the related payment terms. The Group

considers revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement.

Revenue is recognised at the fair value of the consideration received or receivable and represents amounts receivable for services provided in the ordinary course of business net of VAT and similar taxes.

Where the Group acts as a disclosed agent, i.e. bears no inventory risk and is not the primary obligor in the arrangement, it only recognises as revenue its intermediation services and commissions relating to the supply of intermediation services in respect of scheduled air passenger transport, hotel accommodations, car rentals and travel packages. The Group does not recognise any revenue and cost of sales relating to the supply of the underlying travel services by the travel suppliers for which it acts as disclosed agent. The Group, in its capacity of disclosed agent, has no ability to determine or change the travel services for which it acts as intermediary.

Where the Group acts as a disclosed agent, travel supplier incentives are recognised based on the achievement of certain sales targets during a certain agreed period. The Group therefore recognises such commissions as income where it is considered highly probable that agreed targets will be met and the commissions are quantifiable. Where it is probable that the agreed targets will be met, revenue is recognised based on the percentage of total agreed incentives achieved at the reporting date.

The Group only acted in its own name to customers in respect of the supply of certain hotel accommodation by a designated company of the Group, whereby this company purchased hotel accommodation from hoteliers for the onwards supply to its customers at a price determined by this group company. In this case, the Company had the primary responsibility for the supply of the hotel accommodation. In this case the Group recognised revenue on a "gross" basis which equals the gross value of the service supplied to the customer, net of VAT, with any related expenditure charged as cost of sales.

Due to a change of its contractual relationship with suppliers of hotel accommodation, the Group has been acting as a disclosed agent related to supply of hotel accommodation since September 2022.

The recognition of travel supply revenue on a "gross" basis or the recognition of intermediation revenue depends on whether the Group is considered to act as a principal or as a disclosed agent in its transactions. Therefore, the Group assesses whether it controls the travel services supplied to the customers. In performing this assessment, the Group gives regard to the contractual relationship between the parties as well as other relevant facts and circumstances. This analysis is performed using various criteria such as, but not limited to, whether the Group is primarily responsible for fulfilling the promise to provide the specified good or service, the Group has inventory risk or has discretion in establishing the customer price of the travel service, and has discretion in the selection of the supplier of the travel service.

Basis of Revenue Recognition

The table below summarises the revenue recognition basis for the Group's income streams.

Income Stream	Main Performance Obligation	Basis of Revenue Recognition
Scheduled flight intermediation services (*)	Intermediation service	Date of Booking
Airline incentives (**)	Intermediation service	Accrued based on meeting sales targets
GDS incentives	Intermediation service	Date of Booking
Supplier intermediation revenue (flights and cars)	Intermediation service	Date of Booking
Dynamic Packages intermediation revenue (including the flight portion thereof)	Intermediation service	Date of Booking
Advertisement services revenue	Advertising display	Date of display
Metasearch	Provide traffic	Date of click or date of purchase
Insurance intermediation revenue	Intermediation service	Date of Booking
Cancellation for any reason and Flexiticket (**)	Right to cancel / modify during the coverage period	Accrued based on service period

Income Stream	Main Performance Obligation	Basis of Revenue Recognition
Prime (**)	Right to discounts on Bookings for a certain period	Accrued based on a gradual model
Hotel intermediation services	Intermediation service	Date of Booking

(*) Flight intermediation services include ancillary services

(**) Revenue on Airline incentives, Prime and Cancellation for any reason and Flexiticket correspond to revenue that is recognised gradually over the period of the service agreement as detailed in note 8.

For flight intermediation services, net revenue is recognised upon the completion of the Booking as the Group does not assume any further performance obligation to its customers after the flight tickets have been issued by the airline.

Additionally, the Group uses Global Distribution System ("GDS") services to process the Booking of travel services for its customers. Under GDS service agreements, the Group earns revenue in the form of an incentive payment for each segment that is processed through a GDS service provider. This revenue is recognised at the time the Booking is processed.

In the event of the cancellation of a Booking, the GDS incentives earned are reversed. As explained in note 3.3, the Group recognises there is a cancellation risk and consequently estimates a provision based on the most recent data, using data on historical average cancellation rates and external information provided by certain suppliers (see note 20.1 "Provision for Booking cancellation").

The Group also receives incentives from airlines for its intermediation services, which it recognises based on the achievement of targets set by contract, that mainly relate to the amount of Bookings that have flown, and consequently are not subject to cancellation.

In case of commissions from hotel and car rental providers for intermediation services regarding hotel accommodation, Dynamic packages and car rentals, net revenue is recognised at the date of Booking. However, a provision is recognised to cover the risk of cancellation of the Bookings made prior to the reported closing date and with future departure date. The provision is updated, at least, at each quarterly closing. This provision has been calculated to cover the risk of loss on commission based on the historical average cancellation rate by markets.

The Group generates other revenue, which primarily comprise revenue from advertising and metasearch activities. Such revenue is derived primarily from the delivery of advertisements on the various websites the Group operates, as well as for searches, clicks and purchases generated by our metasearch activities. The revenue recognition policy for advertising revenue is at the date or period of display, depending on the terms of the advertising contract. Regarding metasearch services, the revenue is recognised, depending on the particular agreement, at the date of click or date of purchase.

Regarding insurance intermediation revenue, it is recognised at the date of Booking, as it is when the Group provides its intermediation service.

Cancellation or Modification services for any reason consist of offering the customer the option to cancel or modify their flight for any reason during the coverage period. The Group considers that the performance obligation is the coverage service, and therefore this is accrued based on the period during which the customer has the option of cancelling or modifying the reservation. In the event that the customer does not exercise their right to cancellation or modification, the income is accrued linearly during the coverage period. However, if the customer decides to exercise their right to cancellation, the accrual will be accelerated, since the right expires once it has been exercised.

The Prime subscription service includes the right to discounts on all Bookings made during the contractual period. This service can be used several times within the contractual period. Additionally, the Prime product has evolved and adds more value to the customer. It includes additional add-ons that are greatly valued by the Group's customers, such as access to a preferential 24h service, speedier claims solution, and post-sale services. Since 1st April 2023, the Group accrues income based on a gradual method (see note 3.3).

For all revenue, if the judgements are inaccurate, actual revenue could differ from the amount the Group recognises, directly impacting its reported revenue.

The timing of revenue recognition, invoicing and cash collections results in invoiced trade receivables, accrued income (contract assets), and deferred revenue (contract liabilities) on the consolidated statement of financial position. Generally, invoicing occurs subsequent to revenue recognition, resulting in contract assets. However, advances received prior to revenue recognition give rise to contract liabilities.

4.5. Cost of Sales

Cost of sales, if applicable, primarily consists of direct costs associated with the supply of travel services as principal with the aim of generating revenue, relating to the supply of certain hotel accommodation by a designated company of the Group (see note 4.4). The cost of sales was variable in nature and was primarily driven by transaction volumes. The Group did not acquire inventory in advance, as the acquisitions were managed on demand.

Due to a change of its contractual relationship with suppliers of hotel accommodation, the Group has been acting as a disclosed agent related to supply of hotel accommodation since September 2022 and it no longer recognises a cost of sales expense related to hotel accommodation. Consequently, Revenue and Revenue Margin are of equal amount.

4.6. Operating Profit

Operating profit consists of Revenue Margin, after deducting personnel expenses, other operating income or expenses, depreciation and amortisation, impairment and charges net of reversals of provisions.

4.7. Financial Result

Financial result consists of income and expense relating to the Group's net financial debt during the accounting period, including foreign exchange gains and losses relating to the net financial debt.

4.8. Leasing

The leasing contracts of the Group solely relate to leasing of certain offices and hardware lease.

At inception of a contract, the Group assesses whether a contract is, or contains, a lease, based on the following characteristics:

- The contract involves the use of an identified asset that is physically distinct or represents substantially all of the capacity of a physically distinct asset. If the supplier has a substantive substitution right, then the asset is not identified;
- The Group has the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and
- The Group has the right to direct the use of the asset, that is, the Group has the decision-making rights that are most relevant to changing how and for what purpose the asset is used.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and, if applicable, an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site at which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimate useful lives of right-of-use assets are determined on the same basis as those of property, plant and equipment assets. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, for its office leases, the Group uses its incremental borrowing rate

as the discount rate, being the rate that the individual lessee would have to pay to borrow the funds necessary to acquire an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, guarantees and conditions.

The lease term is estimated taking into consideration the contract clauses regarding renewal and / or early termination, as well as Management's expectation regarding the exercise of the clauses.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's assessment of whether it will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Group presents right-of-use assets in "Property, Plant and Equipment" and lease liabilities in "Financial Liabilities" in the consolidated statement of financial position.

The Group has elected not to recognise right-of-use assets and lease liabilities for short-term leases that have a lease term of 12 months or less, and leases of low-value assets. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

4.9. Foreign Currencies

In preparing the financial statements of each individual group entity, transactions in foreign currencies (i.e. currencies other than the Euro, the Company's functional currency) are recognised at the rates of exchange prevailing at the dates of the transactions.

At the end of each reporting period, monetary items denominated in foreign currencies are converted at the rates prevailing at that date.

Exchange differences on monetary items are recognised in profit or loss in the period in which they arise.

Non-monetary items carried at fair value that are denominated in foreign currencies are converted at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

For the purposes of presenting consolidated financial statements, the assets and liabilities of the Group's foreign operations are translated into Euros using exchange rates prevailing at the end of each reporting period. Income and expense items are translated at the average exchange rates for the period. Exchange differences arising, if any, are recognised and accumulated in equity.

Goodwill and fair value adjustments on identifiable assets and liabilities acquired arising on the acquisition of a foreign operation are translated at the closing rate of exchange. Exchange differences arising are recognised in equity.

4.10. Share-Based Payment Arrangements

Equity-settled share-based payments to employees are measured at the fair value of the equity instruments at the grant date.

The fair value determined at the grant date of the equity-settled share-based payments is expensed on a straight-line basis over the vesting period, based on the Group's estimate of the value of the equity instruments that will eventually vest, with a corresponding increase in equity. At the end of each reporting period, the Group revises its estimate of the number of equity instruments expected to vest.

The impact of the revision of the original estimates in equity-settled share-based payments, if any, is recognised in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the equity-settled employee benefits reserve.

The value of the plan depends only on internal conditions and they are valued at the market value of the share on granting date, multiplied by the probability of meeting the Conditions. The probability is updated and re-estimated at least yearly, but the market value of the share at granting date is maintained without any change. At the time of delivery of the shares, the estimated probability of delivery is updated to the real delivery (but the value per share remains the same - the one at granting date).

The Group applies IFRS 2 modification accounting to any change in circumstances that alters the settlement method. If a modification results in forfeiture of the right to receive shares in exchange for cash, the Group recognises a liability at the modification date based on the fair value attributable to vested services. The previously recognised equity is reclassified to this liability, and any difference, at the modification date, is adjusted within equity. Subsequent changes in the liability's fair value are recognised in profit or loss.

4.11. Taxation

Income tax represents the sum of current tax and deferred tax.

Current Tax

The current tax is based on the taxable profit for the year in the relevant countries. Taxable profit may differ from the profit reported in the consolidated income statement due to income or expense that are taxable or deductible in other years and items that are permanently exempt or permanently non-deductible for taxation purposes. The Group's balance for current tax is calculated by using the tax rates in the relevant countries that have been enacted or substantively enacted by the end of the reporting period.

Deferred Tax

Deferred tax is recognised on temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of the taxable profit according to the taxation rules in the relevant countries. Deferred tax liabilities are generally recognised for all taxable temporary differences. Deferred tax assets generated by tax losses carried forward and tax credits carried forward are only recognised to the extent that it is probable that these tax losses and tax credits will be offset against taxable profits, respectively, against income tax due during the testing period. This analysis also takes into account local limitations regarding the utilisation of tax losses and tax credits.

Deferred tax assets are generally recognised for all deductible temporary differences to the extent that it is probable that sufficient taxable profits will be available against which those deductible temporary differences can be offset. No deferred tax assets and liabilities are recognised if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit. See "Judgements and estimates related to business projections" in note 3.3.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred asset to be recovered.

Deferred tax assets and liabilities are measured at enacted or substantively enacted tax rates that apply or are expected to apply in the period in which the temporary difference shall crystallise.

Deferred tax assets and liabilities are only offset if:

- there is a legally enforceable right to set off current tax assets against current tax liabilities, and
- the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either:
    - the same taxable entity; or
    - different taxable entities which intend to settle current tax liabilities and assets on a net basis, or to realise the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered.

4.12. Other Intangible Assets

The Group has various types of intangible assets:

- Assets classified as brands correspond to the commercial names under which the Group operates, which have been acquired externally through business combination operations and whose measurement comes from the purchase price allocation processes.

- Assets classified as licenses correspond to certain licenses to use third-party software for a specified period.

- Assets classified as software and software internally developed corresponds to technology acquired or developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones.

Amortisation and Useful Life of Other Intangible Assets

Intangible assets with finite useful lives are carried at cost less accumulated amortisation and accumulated impairment losses. Amortisation is recognised on a straight-line basis over their estimated useful lives as follows:

Useful Life	(Years)
Brands	Indefinite
Licenses	2 - 5
Software (including software internally developed)	3 - 4
Software of the group common platform	7
Other intangible assets	3 - 5

The estimated useful life and amortisation method are reviewed at the end of each reporting period, with the effect of any changes in estimate being accounted for on a prospective basis.

The Group considers that its brands have an indefinite useful life since there is no foreseeable limit for the period over which the brands are expected to generate net cash inflows for the entity based on legal and competitive factors, since the Group's brands have a consolidated position in the market. See detail of the net book value of each brand in note 16.

In the case of internally developed software, the Group distinguishes between software that is part of the Core of the Common platform and other software. For the first, an estimated useful life of seven years has been determined based on the Group's experience of the actual useful life of previous platforms used by the Group in the past, such as the previous eDreams and Opodo platforms. The seven-year useful life of the Group's Common Platform Core Software reflects the expected use of the asset, as the intention is to maintain stability on the Platform. This is reinforced by the constant investments made to improve the functionalities of the Platform.

Internally Generated Intangible Assets - Research and Development Expenditure

Expenditure on research activities is recognised as an expense in the period in which it is incurred.

An internally generated intangible asset arising from the Group's development of its website operating platform and related back office systems is recognised if, and only if, all of the following have been demonstrated:

- an asset is created that can be identified (such as software and new processes);

- it is probable that the asset created will generate future economic benefits; and

- the development cost of the asset can be measured reliably.

The revenue associated with the capitalisation of internally generated intangible assets is classified in the profit and loss statement according to the nature of the development cost of the asset.

Where no internally generated intangible asset can be recognised, development expenditure is recognised in profit or loss in the period in which it is incurred.

Subsequent to initial recognition, internally generated intangible assets are reported at cost less accumulated amortisation and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

Intangible Assets Acquired in Business Combinations

Intangible assets acquired in a business combination and recognised separately from goodwill are initially recognised at their fair value at the acquisition date (which is regarded as their cost).

Subsequent to initial recognition, intangible assets acquired in a business combination are reported at cost less accumulated amortisation and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

With regard to brands, the royalty-based approach has been adopted. This involves estimating the value of the brand by reference to the levels of royalties demanded for the use of similar brands, based on revenue forecasts drawn up by the Group.

This approach is based on a qualitative analysis of the brand in order to ensure that the assumptions selected are relevant. The discount rate used is based on the weighted average cost of capital (WACC) for the target acquired.

Derecognition of Intangible Assets

An intangible asset is derecognised on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognised in profit or loss when the asset is derecognised.

Impairment of Intangible Assets

See the details on the accounting policy for impairment of intangible assets, together with property, plant and equipment, in note 4.13.

4.13. Property, Plant and Equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

Depreciation and Useful Life of Property, Plant and Equipment

Depreciation is recognised so as to write off the cost or valuation of assets using the straight-line method. The estimated useful lives and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

Useful life	(Years)
General Installations / Technical Facilities	5 - 8
Furniture	5 - 8
Computer Hardware	3 - 5
Other items of property, plant and equipment	5

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets or, where shorter, the term of the relevant lease.

Derecognition of Property, Plant and Equipment

Property, plant and equipment is derecognised on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of property, plant and equipment, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognised in profit or loss when the asset is derecognised.

Impairment of Property, Plant and Equipment and Intangible Assets Other Than Goodwill

At least at the end of each reporting period, or more frequently if events and circumstances indicate that an impairment may have occurred (see note 3.3), the Group reviews the carrying amounts of its property, plant and equipment and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss (see methodology used in note 18). If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any).

Where it is not possible to estimate the recoverable amount of an individual asset, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each market and the inherent risk profile of the projected cash flows of each of the markets.

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised immediately in profit or loss.

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in profit or loss.

4.14. Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made for the amount of the obligation.

The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (where the effect of the time value of money is material).

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognised as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

When it is only possible that the Group will be required to settle the obligation, the contingency is disclosed in the note for Contingencies (see note 30).

4.15. Financial Instruments

Financial assets and financial liabilities are recognised when a Group entity becomes a party to the contractual provisions of the instrument.

Loans and Receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are measured at amortised cost using the effective interest method, less any impairment.

Interest income is recognised by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

Effective Interest Method

The effective interest method is a method of calculating the amortised cost of a debt instrument and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the debt instrument, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

Impairment of Trade Receivables

The Group applies the simplified approach to Expected Credit Losses for trade receivables and contract assets ("accrued income"), as required by IFRS 9. The Group recognises a loss allowance based on lifetime Expected Credit Losses. The Group has established a provision matrix by type of customer that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Derecognition of Financial Assets

The Group derecognises a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. If the Group neither transfers nor retains substantially all the risks and rewards of ownership and continues to control the transferred asset, the Group recognises its retained interest in the asset and an associated liability for amounts it may have to pay. If the Group retains substantially all the risks and rewards of ownership of a transferred financial asset, the Group continues to recognise the financial asset and also recognises a collateralised borrowing for the proceeds received.

Cash and Cash Equivalents

Cash and cash equivalents comprise cash in hand and, when applicable, short-term deposits and other short-term highly liquid investments that are readily convertible to cash and are subject to an insignificant risk of changes in value.

4.16. Financial Liabilities and Equity Instruments

Classification as Debt or Equity

Debt and equity instruments issued by a Group entity are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity Instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Group are recognised at the proceeds received, net of direct issue costs.

Treasury Shares

Own equity instruments that are reacquired (treasury shares) are recognised at cost and deducted from equity.

No gain or loss is recognised in profit or loss on the purchase, sale, issue or cancellation of the Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognised in other reserves.

Other Financial Liabilities

Other financial liabilities are initially recognised at the fair value of the consideration received.

Other financial liabilities (including borrowings) are subsequently measured at amortised cost using the effective interest method.

The effective interest method is a method of calculating the amortised cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the net carrying amount on initial recognition.

Derecognition of Financial Liabilities

The Group derecognises financial liabilities when, and only when, the Group's obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss.

4.17. Related Party Transactions

The Group performs all its transactions with related parties on an arm's-length basis. Also, the transfer prices are adequately supported and, therefore, the Group Directors consider that there are no material risks in connection with this that might give rise to significant liabilities in the future.

4.18. Government Grants

Government grants are recognised where there is reasonable assurance that the grant will be received and all attached conditions will be complied with.

When the grant relates to an expense item, it is deducted in reporting the related expense and recognised on a systematic basis over the periods of the related expense.

When the grant relates to an asset, it is presented reducing the carrying amount of the asset. The grant is then recognised in profit or loss over the useful life of the depreciable asset by way of a reduced depreciation charge.

5. Risk management

5.1. Financial Risks

Credit Risk

The Group's cash and cash equivalents are held with financial entities with strong credit ratings.

The Group's credit risk is mainly attributable to business-to-business customer receivables. These amounts are recognised in the consolidated statement of financial position net of provision for doubtful receivables and accrued income, which is estimated by management in establishing a provision matrix by type of customer, based on the Group's historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Interest Rate Risk

Most of the Group's financial debt is exposed to fixed interest rates. Of the Group's debt, only the Super Senior Revolving Credit Facility ("SSRCF") bears interest at a variable rate (see note 24). Historically the Group has only drawn loans under the SSRCF for intra-month working capital purposes.

As at 31st March 2025, the Group has no amount drawn down from the SSRCF or overdrafts on credit facilities ancillary to the SSRCF (no amount drawn as at 31st March 2024). Therefore, on the basis of the nil amount drawn down as at 31st March 2025, there would be no impact if the EURIBOR had variations.

The Group expects that the EURIBOR will continue to exist as a benchmark rate for the foreseeable future, according to the European Union Benchmarks Regulation. Additionally, the SSRCF contracts contain fallback provisions so that if the EURIBOR ceased to be available, a substitutive reference bank rate would apply.

Liquidity Risk

In order to meet liquidity requirements, the Group's principal sources of liquidity are: cash and cash equivalents from the consolidated statement of financial position, cash flows generated from operations and the revolving credit facilities under the SSRCF to fund cash requirements and supplier guarantees.

Exchange Rate Risk

The exchange rate risk arising from the Group's activities has basically two sources: the risk arising in respect of commercial transactions carried out in currencies other than the functional currency of each company of the Group and the risk arising on the consolidation of subsidiaries that have a functional currency other than the Euro.

In relation to commercial transactions, the Group is principally exposed to exchange rate risk as the Group operates with the British Pound and other foreign currencies. The exchange rate risk arises on future commercial transactions and on assets and liabilities denominated in a foreign currency.

However, the volume of sales and purchases in foreign currency (other than the local currency of each of the subsidiaries) is of little relevance compared to the Group's total operations.

Additionally, the Group is also exposed to exchange rate risk on the Swedish Krona due to non-monetary assets denominated in this currency (mainly the Goodwill corresponding to Nordics). Fluctuations on the Swedish Krona impact the value of the assets and the value of the foreign currency translation reserve in equity.

The following table demonstrates the sensitivity to a reasonably possible change in the British Pound (GBP) and the Swedish Krona (SEK) exchange rates and, to a lesser extent, the US Dollar (USD), with all other variables held constant.

	+5%	-5%	+10%	-10%
Effect on Profit before Tax of a change in Exchange rate:				
GBP	1,072	(1,185)	2,047	(2,502)
USD	284	(314)	542	(663)
Effect on Equity of a change in Exchange rate:				
SEK	(705)	779	(1,345)	1,644

The impact on the Group's profit before tax is due to changes in the fair value of monetary assets and liabilities.

The impact on the Group's equity is due to changes in value of the Group's foreign operations and Goodwill in the Nordics.

Exposure to changes in the British Pound would not have significant impacts on pre-tax Equity (other than Profit before Tax).

Exposure to changes in the Swedish Krona would not have significant impacts on Profit before Tax.

The Group's exposure to foreign currency changes as at 31st March 2025 for all other currencies is not significant.

5.2. Financial Profile Risks

Impairments of goodwill and other intangible assets. The consolidated statement of financial position includes very significant amounts of goodwill and other intangible assets. The impairment of a significant portion of these assets would negatively affect the reported results of operations and financial position.

Restrictive debt covenants that may limit the Group's ability to finance future operations and capital needs and to pursue business opportunities and activities.

The Group's significant leverage could affect its financial position and results, but also the ability to operate its business and raise additional capital to fund its operations.

5.3. Capital Risk Management

The Group's objective in capital risk management is to safeguard its capacity to continue managing its recurring activities and the capacity to continue to grow through new projects, by optimising the debt-to-equity ratio to create shareholder value.

The Group's growth is financed mainly through internal cash flows generated by the Group's recurring businesses and usage of the SSRCF.

The Group's optimal leverage level is not determined on the basis of its overall debt-to-equity ratio but with the goal of maintaining moderate levels of debt. With the IPO completion in April 2014, the Group used the proceeds from the issue of new shares to reduce debt. Additionally, during the year ended 31st March 2022, the Group used €50.0 million of the proceeds from the capital increase in January 2022, to reduce debt (see note 2.1 of the consolidated financial statements for the year ended 31st March 2022).

The Group does not consider the debt-to-equity ratio a suitable indicator for defining its equity policy as its consolidated equity may be affected by a range of factors which are not necessarily indicative of its capacity to satisfy its future financial obligations, including:

- The effect of fluctuations in functional currencies other than the Euro through currency translation differences; and

- The impairment losses on assets that will not recur and which do not involve a cash outflow when recognised.

The Group's capital policy does not set short-term quantitative targets for its indebtedness in relation to its net equity, but is adjusted to allow the Group to manage its recurring operations and take advantages of opportunities for growth while maintaining indebtedness at appropriate levels in the light of its expected future generation of cash flows and in compliance with any quantitative restrictions contained in its main debt contracts.

None of the Group's main debt contracts contain specific clauses restricting its debt-to-equity ratio.

The SSRCF includes a covenant requiring the eDreams ODIGEO consolidation perimeter to maintain a gross debt to Cash EBITDA ratio for the rolling twelve months at each quarter end. The first testing period in respect of which the Adjusted Gross Leverage Financial Covenant could have been tested was the testing period ended on 30th September 2022. However, the Adjusted Gross Leverage Financial Covenant is only tested in respect of a testing period if, on the last day of such testing period, the aggregate principal amount of outstanding loans (excluding any outstandings under any letter of credit or bank guarantee) exceeds 40% of the total commitments under the Super Senior Facilities Agreement (see note 24). As at 31st March 2025 the Adjusted Gross Leverage Financial Covenant did not need to be tested as the SSRCF drawn amount (Principal and Bank facilities) was under the 40% limit.

As at 31st March 2025, the Group complied with all the restrictions imposed by its main debt contracts, and as its businesses may reasonably be expected to continue operating, the Group does not foresee any non-compliance in the future.

6. Earnings per share

The basic earnings per share is calculated by dividing the profit attributable to equity holders of the Company by the average number of shares.

As a result of its own shares held as treasury stock (see note 22.4), the weighted average number of ordinary shares used to calculate basic earnings per share was 121,605,567 for the year ended 31st March 2025.

In the earning per share calculation for the years ended 31st March 2025 and 31st March 2024, dilutive instruments are considered for the Incentive Shares granted (see note 23), only when their conversion to ordinary shares would decrease earnings per share or increase loss per share.

The calculation of basic earnings per share and, where applicable, fully diluted earnings per share (rounded to two digits) for the years ended 31st March 2025 and 31st March 2024, is as follows:

	Year Ended 31st March 2025			Year Ended 31st March 2024		
	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares (*)	Earnings per Share (€)	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares(*)	Earnings per Share (€)
Basic earnings per share	45,067	121,605,567	0.37	32,358	123,459,757	0.26
Diluted earnings per share	45,067	126,223,357	0.36	32,358	127,324,438	0.25

(*) Average number of shares calculated with the Treasury Shares settled as of 31st March 2025 and 31st March 2024.

The calculation of basic earnings per share and, where applicable, fully diluted earnings per share (rounded to two digits), based on Adjusted Net Income (see section C4. Alternative Performance Measures), for the years ended 31st March 2025 and 31st March 2024, is as follows:

	Year Ended 31st March 2025			Year Ended 31st March 2024		
	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares (*)	Adjusted net income per Share (€)	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares (*)	Adjusted net income per Share (€)
Basic earnings per share	51,200	121,605,567	0.42	22,859	123,459,757	0.19
Diluted earnings per share	51,200	126,223,357	0.41	22,859	127,324,438	0.18

(*) Average number of shares calculated with the Treasury Shares settled as of 31st March 2025 and 31st March 2024.

7. Segment information

The Group reports its results in segments based on how the Chief Operating Decision Maker (CODM) manages the business, makes operating decisions and evaluates operating performance. For each reportable segment, the Group's Leadership Team comprising of the Chief Executive Officer and the Chief Financial Officer, reviews internal management reports. Accordingly, the Leadership Team is construed to be the Chief Operating Decision Maker (CODM).

Due to the gradual shift in the Group's focus towards a subscription-oriented strategy, the business performance is reviewed based on geographical markets as well as regularly reviewed based on a Prime vs. Non-Prime analysis, and Management makes strategic decisions based on this distinction.

The Group considers how strategic decisions are made in relation to the launch of new services, pricing strategies or investment in marketing. Therefore, a matrix structure of segments, based on geographical markets and on a Prime / Non-Prime distinction more faithfully represents how the Leadership Team evaluates operating performance.

Segments Based on Geographies

The Group's operating segments are based on geographical markets and comprises the following segments:

- France
- Southern Europe (Spain + Italy)
- Northern Europe (Germany + Nordic countries + United Kingdom)

All of the above are described as the Group's "Top 6 Markets". Inside of the Top 6, the Group considers France as an operating segment, it aggregates Spain and Italy to create the "Southern Europe" operating segment, as well as Germany, the Nordic countries and the United Kingdom to create the "Northern Europe" operating segment, as these markets have similar economic characteristics and similar customer behaviour patterns.

The Group considers the "Rest of the World" segment a segment in itself, and not an aggregation of segments, since it operates internally as such and the information that Management receives on a regular basis considers "Rest of the World" one of the markets.

The products and services from which customer sales revenue are derived are the same for all segments, except Metasearch, which focuses on the French market, and is marketed under the Liligo brand.

Segments Based on a Prime / Non-Prime Distinction

The segments based on the Group's subscription-based programme are as follows:

- Prime
- Non-Prime

The Group presents profit and loss measures split by Prime and Non-Prime. In this context, Prime means the profit and loss measure generated from Prime users. Non-Prime means the profit and loss measure generated from non-Prime users.

The following is an analysis of the Group's Profit & loss and other Non-GAAP measures by operating segments based on geographical markets:

	Year Ended 31st March 2025					
	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordic Countries + UK)	Top 6 Markets	Rest of the World	Total
	(Thousands of euros)					
Revenue	180,076	145,332	171,161	496,569	174,615	**671,184**
Total Revenue Margin	**180,076**	**145,332**	**171,161**	**496,569**	**174,615**	**671,184**
Variable costs	(105,459)	(92,234)	(108,157)	(305,850)	(130,441)	**(436,291)**
Marginal Profit	**74,617**	**53,098**	**63,004**	**190,719**	**44,174**	**234,893**
Fixed costs	—	—	—	—	—	**(101,224)**
Depreciation and amortisation (see note 11)	—	—	—	—	—	**(44,223)**
Impairment and results on disposal of non-current assets (see note 11)	6,624	(79)	388	6,933	—	**6,933**
Adjusted personnel expenses (see note 10)	—	—	—	—	—	**(18,379)**
Adjusted operating (expenses) / income (see note 12)	—	—	—	—	—	**(2,747)**
Operating profit / (loss)	**—**	**—**	**—**	**—**	**—**	**75,253**
Financial result (see note 13)	—	—	—	—	—	**(26,316)**
Profit / (loss) before tax	**—**	**—**	**—**	**—**	**—**	**48,937**

	Year Ended 31st March 2024					
	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordic Countries + UK)	Top 6 Markets	Rest of the World	Total
	(Thousands of euros)					
Revenue (excl. Adjusted Revenue items)	162,324	129,370	174,597	466,291	176,286	**642,577**
Adjusted Revenue items	2,603	2,258	1,446	6,307	1,628	**7,935**

	Year Ended 31st March 2024					
	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordic Countries + UK)	Top 6 Markets	Rest of the World	Total
	(Thousands of euros)					
Total Revenue Margin	**164,927**	**131,628**	**176,043**	**472,598**	**177,914**	**650,512**
Variable costs	(107,854)	(93,701)	(120,363)	(321,918)	(136,882)	**(458,800)**
Marginal Profit (excl. Adjusted Revenue items)	54,470	35,669	54,234	144,373	39,404	**183,777**
Marginal Profit	57,073	37,927	55,680	150,680	41,032	**191,712**
Fixed costs	—	—	—	—	—	**(95,968)**
Depreciation and amortisation (see note 11)	—	—	—	—	—	**(37,771)**
Impairment and results on disposal of non-current assets (see note 11)	—	—	—	—	—	**(101)**
Adjusted personnel expenses (see note 10)	—	—	—	—	—	**(16,716)**
Adjusted operating (expenses) / income (see note 12)	—	—	—	—	—	**(163)**
Operating profit / (loss)	**—**	**—**	**—**	**—**	**—**	**40,993**
Financial result (see note 13)	—	—	—	—	—	**(26,968)**
Profit / (loss) before tax	**—**	**—**	**—**	**—**	**—**	**14,025**

The following is an analysis of the Group's Profit & loss and other Non-GAAP measures by segments based on a Prime / Non-Prime distinction:

	Year Ended 31st March 2025
Prime Members (*)	7,263,131

(*) Non-GAAP measure. See definition and reconciliation of Non-GAAP measures in Section C4. Alternative Performance Measures.

	Year Ended 31st March 2025		
	Prime	Non-Prime	Total
	(Thousands of euros)		
Revenue	463,394	207,790	**671,184**
Total Revenue Margin	463,394	207,790	**671,184**
Variable costs	(266,113)	(170,178)	**(436,291)**
Marginal Profit	197,281	37,612	**234,893**
Fixed costs	(69,761)	(31,463)	**(101,224)**
Depreciation and amortisation (see note 11)			**(44,223)**
Impairment and results on disposal of non-current assets (see note 11)			**6,933**
Adjusted personnel expenses (see note 10)			**(18,379)**
Adjusted operating (expenses) / income (see note 12)			**(2,747)**
Operating profit / (loss)			**75,253**
Financial result (see note 13)			**(26,316)**
Profit / (loss) before tax			**48,937**

	Year Ended 31st March 2024
Prime Members (*)	5,825,702

(*) Non-GAAP measure. See definition and reconciliation of Non-GAAP measures in Section C4. Alternative Performance Measures.

	Year Ended 31st March 2024		
	Prime	Non-Prime	Total
	(Thousands of euros)		
Revenue (excl. Adjusted Revenue items)	377,398	265,179	642,577
Adjusted Revenue items	7,935	—	7,935
Total Revenue Margin	385,333	265,179	650,512
Variable costs	(246,851)	(211,949)	(458,800)
Marginal Profit (excl. Adjusted Revenue items)	130,547	53,230	183,777
Marginal Profit	138,482	53,230	191,712
Fixed costs	(56,695)	(39,273)	(95,968)
Depreciation and amortisation (see note 11)			(37,771)
Impairment and results on disposal of non-current assets (see note 11)			(101)
Adjusted personnel expenses (see note 10)			(16,716)
Adjusted operating (expenses) / income (see note 12)			(163)
Operating profit / (loss)			40,993
Financial result (see note 13)			(26,968)
Profit / (loss) before tax			14,025

As stated in IFRS 8, paragraph 23, an entity shall report a measure of total assets and liabilities for each reportable segment if such amounts are regularly provided to the Chief Operating Decision Maker. As this information is not provided for decision-making purposes, information regarding assets and liabilities by segments has not been disclosed in these consolidated financial statements.

Non-Prime bookings for the year ended 31st March 2025 were 5,017,410 (6,245,307 for the year ended 31st March 2024).

Note: all revenues reported above are with external customers and there are no transactions between segments.

In the years ended 31st March 2025 and 31st March 2024, no single customer contributed 10% or more to the Group's revenue.

The total Gross Bookings for the year ended 31st March 2025 were €5,189,283 thousand (€5,865,012 thousand for the year ended 31st March 2024).

The Group does not provide a detail of Depreciation and Amortisation or other costs by segments, as these expenses are not reviewed by Group Management by segments as they are not directly related to any segment and are common to the entire business.

"Adjusted Revenue items" refers to the change in estimation registered by the Group during the first quarter of the fiscal year 2024 in relation to the recognition of the Prime subscription fees (see note 3.3). As this amount was not reflective of last year's Prime Revenue, it is shown within Alternative Performance Measures as "Adjusted Revenue Items".

See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

Information about geographical areas

The following is an analysis of the Group's Revenue by country:

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
France	180,076	162,324
Spain	79,281	66,514
Italy	66,050	62,856
Germany	92,210	94,219
UK	52,990	51,068
Other	200,577	205,596
Total Revenue (excl. Adjusted Revenue items)	**671,184**	**642,577**
Adjusted Revenue items	**—**	**7,935**
Total Revenue	**671,184**	**650,512**

The allocation of revenue by country is done on the basis of the country of the customer.

The following is an analysis of the Group's intangible assets and property, plant and equipment by country:

	31st March 2025	31st March 2024
	(Thousands of euros)	
Spain	245,314	225,351
Outside of Spain	108,951	108,992
Total Intangible assets and property, plant and equipment	**354,265**	**334,343**

The allocation of fixed assets between countries is made based on the physical location for property, plant and equipment, and the nationality of the company that owns the intangible assets.

The amounts of fixed assets registered outside Spain correspond mainly to €100 million for the Opodo brand, owned by the British company Opodo Ltd., for which the value was registered in the Group as a result of a purchase price allocation by business combination.

8. REVENUE MARGIN

Following the gradual shift in the Group's focus towards a subscription-oriented strategy (see note 7), Management considers that a Revenue disclosure based on the uniqueness of the Revenue recognition method, alongside the Prime / Non-Prime dimension, is the most appropriate.

Revenue has been aggregated based on the similarity of economic factors and the similarity in the timing of revenue recognition. This table includes a reconciliation of disaggregated revenue with the Prime / Non-Prime segments.

The operating segments of the Group, which are based on geographical markets, are not separately shown alongside revenue as revenue disaggregation based on timing of recognition does not differ substantially by market-based segmentation the way it does differ by Prime / Non-Prime segmentation.

	Year Ended 31st March 2025			Year Ended 31st March 2024		
	Prime	Non-Prime	Total	Prime	Non-Prime	Total
	(Thousands of euros)					
Gradual	382,082	36,045	**418,127**	297,399	44,051	**341,450**
Transaction Date	64,654	159,366	**224,020**	66,535	207,798	**274,333**
Other	16,658	12,379	**29,037**	13,464	13,330	**26,794**
Adjusted Revenue items (note 7)	—	—	**—**	7,935	—	**7,935**
Total Revenue Margin	**463,394**	**207,790**	**671,184**	**385,333**	**265,179**	**650,512**

Revenue Margin is split into the following categories:

- **Gradual** – represents revenue which is recognised gradually over the period of the service agreement and mostly relates to recognised subscription fees, the service of Cancellation for any reason and Flexiticket and airline overcommissions.

- **Transaction Date** – represents revenue which is recognised at booking date and mostly relates to service fees, ancillaries, insurance, incentives (other than airline overcommissions) and other fees.

- **Other** – is a residual category and mainly relates to advertising and metasearch revenue, tax refunds and other fees.

The increase in Gradual Revenue Margin in the year ended 31st March 2025 compared to the year ended 31st March 2024 is mainly driven by an increase in the overall Prime members from 5.8 million as at 31st March 2024 to 7.3 million as at 31st March 2025, due to the strategy of the Group to focus on Prime.

The decrease in Transaction Date Revenue Margin in the year ended 31st March 2025 compared to the year ended 31st March 2024 is mainly driven by a decrease in Non-Prime Bookings. The overall decrease in Non-Prime Revenue Margin is due to the switch of our customers from Non-Prime to Prime and more generally to the focus on the Prime dimension of the business.

See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

9. MARKETING AND OTHER VARIABLE EXPENSES

	Year ended 31st March 2025	Year ended 31st March 2024
	(Thousands of euros)	
Marketing and other variable expenses	(427,520)	(449,128)
Total marketing and other variable expenses	**(427,520)**	**(449,128)**

Marketing expenses consist of customer acquisition costs (such as paid search costs, metasearch costs and other promotional campaigns), commissions due to marketing affiliates and other marketing expenses.

Other variable expenses primarily consist of credit card processing costs, chargebacks on fraudulent transactions, GDS connection costs and fees paid to our outsourcing service providers, such as call centres.

Marketing and other variable expenses have decreased compared with the year ended 31st March 2024, while Revenue has increased as a consequence of the Prime share increase which generates lower marketing costs, as well as the reduction of Non-Prime Bookings.

There are other costs of variable nature associated with information technology costs which are presented within "IT expenses" in note 12.

10. PERSONNEL EXPENSES

10.1. Personnel Expenses

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Wages and salaries	(56,206)	(53,161)
Social security costs	(24,671)	(21,829)
Other employee expenses	(652)	(513)
Adjusted personnel expenses	(18,379)	(16,716)
Total personnel expenses	**(99,908)**	**(92,219)**

The increase in wages and salaries expense and social security costs in the year ended 31st March 2025 is mainly related to the growth in the number of employees (see note 10.2).

Social security costs include the income for social security rebates for research and development activities of €1.7 million in the year ended 31st March 2025 (€1.9 million in the year ended 31st March 2024). Lower social security rebates despite overall increase in workforce are due to new restrictions being imposed on access to such rebates, such as new starters not being eligible.

In the year ended 31st March 2025, adjusted personnel expenses mainly relate to the share-based compensation of €18.4 million (€16.7 million in the year ended 31st March 2024), see note 23.

See definition of adjusted items in section C4. Alternative Performance Measures.

10.2. Number of Employees

The average number of employees by category of the Group is as follows:

Average Headcount

	Year Ended 31st March 2025	Year Ended 31st March 2024
Key management	10	10
Other senior management	49	50
People managers	234	214
Individual contributors	1,390	1,310
Total average number of employees	**1,683**	**1,584**

Headcount at the End of the Period

	31st March 2025			31st March 2024		
	Female	Male	Total	Female	Male	Total
Key management	1	9	**10**	1	9	**10**
Other senior management	17	33	**50**	15	35	**50**
People managers	83	147	**230**	75	146	**221**
Individual contributors	525	888	**1,413**	511	893	**1,404**
Total number of employees	626	1,077	**1,703**	602	1,083	**1,685**

The increase in the average number of employees from 1,584 to 1,683 year over year has been due to the recruitment drive to accelerate the expansion of the Prime subscription business. For the past two years, the Group has been increasing its workforce in line with this strategic initiative.

The Group completed in June 2024, ahead of schedule, the talent recruitment campaign announced in November 2021.

During the year ended 31st March 2025, the average number of employees with disability of 33% or more is 7 individual contributors (average of four individual contributors for the year ended 31st March 2024).

11. DEPRECIATION AND AMORTISATION

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Depreciation of property, plant and equipment	(3,296)	(3,560)
Amortisation of intangible assets	(40,927)	(34,211)
Total depreciation and amortization	**(44,223)**	**(37,771)**
Impairment of property, plant and equipment	—	(118)
(Impairment) / Reversal of intangible assets	6,933	—
Total impairment	**6,933**	**(118)**
Gain on disposal of assets	—	17
Total (Loss) / Gain arising from assets disposal	—	17

Depreciation of property, plant and equipment mostly includes depreciation of right of use assets for office leases of €1.7 million in the year ended 31st March 2025 (€1.8 million in the year ended 31st March 2024), as well as depreciation of hardware leases of €0.9 million and hardware of €0.5 million in the year ended 31st March 2025 (€0.8 million and €0.6 million, respectively, in the year ended 31st March 2024).

Amortisation of intangible assets primarily relates to the capitalised IT projects. During the year ended 31st March 2024, amortisation of intangible assets also included amortisation of assets identified through purchase price allocation. The increase is mainly due to the amortisation of the newly capitalised items, partially offset by lower amortisation due to an increase in fully amortised items.

During the year ended 31st March 2025, the Group has recognised a reversal of the impairment for certain brands. See further detail in note 19. During the year ended 31st March 2024, no impairment was recognised.

The details about the impairment of intangible assets are described in notes 18 and 19.

12. OTHER OPERATING EXPENSES

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Professional fees	(7,130)	(7,585)
IT expenses	(13,844)	(13,608)
Rent charges	(606)	(727)
Taxes	(424)	(1,194)
Foreign exchange gains / (losses)	(7)	(152)
Other operating expenses	(6,593)	(6,505)
Adjusted operating (expenses) / income	(2,747)	(163)
Total other operating expenses	**(31,351)**	**(29,934)**

Professional fees mainly consist of external services such as consulting, recruitment, legal and tax advisors. The decrease is mostly due to consultancy expenses on the Group's subscription programme and core business-related activities incurred in prior year.

IT expenses largely consist of technology maintenance charges and hosting expenses.

Rent charges mainly include the rental services for certain coworking offices of the Group that do not meet the definition of leasing under IFRS 16.

Taxes mainly consist of tax charges other than income tax that are not recoverable by the Group, such as non-refundable value added tax (VAT) and business taxes. The decrease largely reflects the partial release of a prior year digital services tax provision after assessment.

Foreign exchange gains / (losses) mainly relate to the impact of fluctuations in the foreign exchange rates on trade receivables and trade payables in currencies other than the Euro, mainly British Pound (GBP), US Dollar (USD) and Swedish Krona (SEK).

Other operating expenses refer to certain general and administrative expenses mostly related to travel expenses incurred by company employees, insurance, settlements for claims and utilities.

Adjusted operating (expenses) / income mainly consist of other expense items which are considered by Management to not be reflective of the Group's ongoing operations. See further detail in note 30.13 and section C4. Alternative Performance Measures, subsection 1.5. EBIT, EBITDA, Adjusted items, Adjusted EBITDA and Adjusted EBITDA Margin.

13. FINANCIAL INCOME AND EXPENSE

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Interest expense on 2027 Notes	(20,625)	(20,625)
Interest expense on Government sponsored loan	—	(51)
Interest expense on SSRCF	—	—
Interest expense on SSRCF - Bank facilities and bank overdrafts	(19)	(181)
Effective interest rate impact on debt	(2,252)	(2,160)
Interest expense on debt	**(22,896)**	**(23,017)**
Foreign exchange gains / (losses)	(1,386)	(1,535)
Interest expense on lease liabilities	(185)	(254)
Other financial expense	(2,648)	(2,513)
Other financial income	799	351
Other financial result	(3,420)	(3,951)
Total financial result	**(26,316)**	**(26,968)**

The interest expense on the 2027 Notes in the year ended 31st March 2025 corresponds to 5.5% interest rate on the €375.0 million principal of the Notes (issued on 2nd February 2022), that is payable semi-annually in arrears on the 15th of January and 15th of July each year. In the year ended 31st March 2025, €20.6 million has been accrued and €20.6 million has been paid for this concept (€20.6 million accrued and €20.6 million paid in the year ended 31st March 2024).

The Government sponsored loan, guaranteed by the Spanish Official Credit Institute, for a principal amount of €15.0 million and an interest rate equivalent to the EURIBOR benchmark rate plus a margin of 2.75% was fully paid on 30th June 2023. Consequently, no interest was accrued or paid in the year ended 31st March 2025 (€0.1 million accrued and €0.1 million paid in the year ended 31st March 2024).

As mentioned in note 24, the Group has access to funding from its €180.0 million SSRCF to manage the liquidity requirements of its operations. No interest expense on SSRCF has been accrued during the year ended 31st March 2025 (no interest expense accrued during the year ended 31st March 2024) due to the non-use of the SSRCF.

The Group has converted €64.0 million from the SSRCF into ancillaries to SSRCF with certain Banks (€75.0 million as at 31st March 2024). Interest expense on the use of ancillaries to SSRCF amounted to €19 thousand during the year ended 31st March 2025 due to lower utilisation of ancillaries (€181 thousand during the year ended 31st March 2024).

The effective interest rate impact on debt corresponds to the amortisation of financing fees capitalised on debt, that are expensed over the period of the debt.

Foreign exchange gains / (losses) relate mainly to the impact of fluctuations in foreign exchange rates on cash and cash equivalents denominated in currencies other than the Euro.

Other financial expense mainly includes commitment fees related to the SSRCF, guarantee associated costs and agency fees.

Other financial income primarily includes return on cash. The increase compared to the year ended 31st March 2024 is due to more favourable terms offered.

14. INCOME TAX

During the year ended 31st March 2025, the Group applies income tax consolidation in the following countries:

- Spain
- United States (US)
- France

The Spanish tax group headed by eDreams ODIGEO, S.A. includes the following subsidiary companies:

- Vacaciones eDreams, S.L.
- eDreams, Inc.
- eDreams International Network, S.L.
- Tierrabella Invest, S.L.
- Engrande, S.L.
- eDreams Gibraltar Ltd.

The US tax consolidation headed by eDreams, Inc. wholly owned the following subsidiaries that made a check-the-box-election:

- Vacaciones eDreams, S.L.
- eDreams International Network, S.L.
- Viagens eDreams Portugal - Agência de Viagens, Lda.
- eDreams, S.R.L.
- eDreams Gibraltar Ltd.

The French tax group headed by Go Voyages, S.A.S. included the following French subsidiaries:

- Go Voyages Trade, S.A.S.
- Liligo Metasearch Technologies, S.A.S.

Being part of a tax group (or in the case of the US: being a disregarded subsidiary) means that the individual income tax credits and debits are integrated at the level of the head of the tax group and therefore the subsidiary companies settle their income tax with the head of the tax group.

The subsidiary companies that are not included in a tax group pay income tax on a standalone basis to the tax authorities.

14.1. Income Tax Recognised in Profit or Loss

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Recognition of deferred tax asset for current year tax losses and US FTC (*)	2,976	1,434
Recognition of previously unrecognised tax losses (**)	(111)	7,762
Recognition of previously unrecognised deductible differences (**)	4,883	10,686
Other deferred tax expense	(2,509)	1,146
Adjustments of deferred tax recognised in the period relating to prior periods	(400)	(534)
Deferred tax	**4,839**	**20,494**
Current tax expense of the period	(7,706)	(1,852)
Adjustments recognised in the period for current tax of prior periods	(1,003)	(309)
Current tax	**(8,709)**	**(2,161)**
Total income tax / (expense)	**(3,870)**	**18,333**

(*) United States Foreign Tax Credits ("US FTC").

(**) See adjusted tax-related items in section C4. Alternative Performance Measures, subsection 1.6. Adjusted Net Income.

14.2. Income Tax Recognised Directly in Other Comprehensive Income

No income tax has been recognised directly in other comprehensive income in the years ended 31st March 2025 and 31st March 2024.

14.3. Analysis of Tax Charge

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Profit / (loss) for the year from continuing operations after tax	**45,067**	**32,358**
Income tax / (expense)	(3,870)	18,333
Profit / (loss) before tax	48,937	14,025
Other disallowed expenses	4,679	6,398
Permanent differences	**4,679**	**6,398**
Tax basis profit / (loss)	**53,616**	**20,423**
% Income tax rate	25.00%	25.00%
Expected tax charge (expense) / income	**(13,404)**	**(5,106)**
Impact of tax rate differences with Parent tax rate	405	99
Recognition of previously unrecognised tax losses (**)	(111)	7,762
Recognition of previously unrecognised deductible differences (**)	4,883	10,686
Current year losses for which no deferred tax asset has been recognised	(1,131)	(799)
Utilisation of tax losses not recognised	1,343	3,437
Tax credits	3,226	948
Others	919	1,306

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Sum of corrections of tax expense	**9,534**	**23,439**
Group tax charge (expense) / income	**(3,870)**	**18,333**

(**) See adjusted tax-related items in section C4. Alternative Performance Measures, subsection 1.6. Adjusted Net Income.

The above table contains the reconciliation between (a) the expected (theoretical) tax expense on the "tax base" (which is the profit before tax plus or minus the permanent differences, such as disallowed expenses, impairment, etc.) based on the corporate tax rate applicable in the country where the Company is resident (the 25% Spanish income tax rate) and (b) the Group tax expense.

"Other disallowed expenses" for the years ended 31st March 2025 and 31st March 2024 relate primarily to the effect of the non-deductible expenses related to share-based payments to employees.

The line "Impact of tax rate differences with Parent tax rate" corresponds to the difference between (a) the tax base of each Group company multiplied by the local tax rate applicable to each company, and (b) the tax base of each Group company multiplied by the tax rate of the Group's parent company.

"Recognition of previously unrecognised tax losses" for the year ended 31st March 2024 included the recognition of tax losses for the fiscal years 2021-2023 which were recognised as, based on the stabilisation of the travel industry, the improved performance of the Group and Management's projections. The Group expected to be able to offset those against future taxable profits and / or deferred tax liabilities. These amounts reflected tax-related income which was not solely representative of the previous year and therefore were adjusted within "Adjusted Net Income" in Alternative Performance Measures. See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

"Recognition of previously unrecognised deductible differences" for the year ended 31st March 2025 mainly relates to the recognition of temporary deductible differences generated in prior years by the US tax group which, following the positive prospects for the entities composing this Group, are expected to be offset against future taxable profits and / or deferred tax liabilities.

"Recognition of previously unrecognised deductible differences" for the year ended 31st March 2024 included the recognition of deferred tax assets on the financial expenses not deducted (generated by the Spanish tax group) which were not recognised for the fiscal years 2022-2023 and were recognised during the year ended 31st March 2024 on the aforementioned basis. These amounts reflected tax-related income which was not solely representative of the previous year and therefore were adjusted within "Adjusted Net Income" in Alternative Performance Measures. See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

The increase in "Tax credits" is mostly due to technology innovation and double taxation credits.

In the year ended 31st March 2025, the line "Others" includes an income due to the recognition of an additional deferred tax asset for the US FTC for €2.9 million, offset by a higher tax risk provision for €3.6 million (see note 30), as well as prior year adjustments and the recognition of other deferred tax assets. In the year ended 31st March 2024, the line "Others" mainly included an income due to the recognition of an additional deferred tax asset for the US FTC for €1.4 million.

14.4. Current Tax Assets and Liabilities

	31st March 2025	31st March 2024
	(Thousands of euros)	
Income tax receivable	1,008	1,686
Other tax receivables (other than income tax)	997	1,090
Current tax assets	**2,005**	**2,776**
Income tax payable	(6,664)	(563)

	31st March 2025	31st March 2024
	(Thousands of euros)	
Other tax payables (other than income tax)	(9,648)	(6,532)
Current tax liabilities	**(16,312)**	**(7,095)**

14.5. Deferred Tax Balances

	31st March 2025	31st March 2024
	(Thousands of euros)	
Deferred tax assets	21,068	25,614
Deferred tax liabilities	(1,485)	(11,558)
Net deferred tax balance	**19,583**	**14,056**

As explained in note 4.11, the Group offsets deferred tax assets and liabilities if there is a legally enforceable right to set off the amounts recognised and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority.

The recognition of a deferred tax asset is based on the Group's opinion on the recoverability of the value of such asset, which, in the case of a deferred tax asset for tax losses, is based on the taxable profits forecast over a maximum period of 10 years. While there is some uncertainty as to whether the forecast taxable earnings will turn out to be correct, the Group's view is that it takes a prudent position by taking the same amount of earnings as used for the impairment test of its Cash Generating Units for the first 5 years projected and a growth of 1.5% for all subsequent periods based on external sources.

The following table shows the breakdown of the deferred tax balance as at 31st March 2025 per country:

	Tax losses carried forward and US FTC	Other deferred tax	Total
	(Thousands of euros)		
United States	9,117	(10,280)	(1,163)
Spain	36,240	(27,541)	8,699
Italy	—	5,689	5,689
France	—	(322)	(322)
Portugal	—	5,063	5,063
United Kingdom	782	795	1,577
Others	—	40	40
Total	**46,139**	**(26,556)**	**19,583**

The following tables contain the movement of deferred tax assets / liabilities presented in the consolidated financial statements for the years ended 31st March 2025 and 31st March 2024. Other deferred tax mainly includes the deferred tax liabilities related to the fair value adjustments of intangible assets in connection with a business combination:

	31st March 2024	Amounts recorded in Profit and Loss	Amounts recorded in Retained Earnings	FX variation	Others	31st March 2025
			(Thousands of euros)			
Tax losses carried forward and US FTC	45,464	675	—	—	—	46,139
Other deferred tax	(31,408)	4,164	—	2	686	(26,556)
Total deferred tax asset / (liability)	**14,056**	**4,839**	**—**	**2**	**686**	**19,583**

	31st March 2023	Amounts recorded in Profit and Loss	Amounts recorded in Retained Earnings	FX variation	Others	31st March 2024
			(Thousands of euros)			
Tax losses carried forward and US FTC	40,624	4,840	—	—	—	45,464
Other deferred tax	(49,686)	15,654	—	—	2,624	(31,408)
Total deferred tax asset / (liability)	**(9,062)**	**20,494**	—	—	**2,624**	**14,056**

The tax losses carried forward of the Group which are specified in the below table can be offset against future taxable profits during an indefinite period. Note that the most relevant countries (Spain, the UK and the US) apply temporisation rules relating to the compensation of tax losses which limit the amount of tax losses which can be offset against taxable profits of a year to a certain percentage of such taxable profits.

The increase in tax losses carried forward is mostly due to the FTC recognition during the year (€2.9 million), offset by the tax losses compensated during the year (€2.3 million).

The €0.7 million in Other movements of "Other deferred tax" in the year ended 31st March 2025 (€2.6 million in the year ended 31st March 2024) mostly related to the advance payment of Italian withholding tax in relation to an appeal to the Italian Supreme Court against a tax assessment. This appeal is currently pending (see note 30). The Group expects a favourable decision and, therefore, has recognised the amount paid as an asset in the consolidated statement of financial position.

The Spanish tax Group had a deferred tax asset recognised inside "Other deferred tax" for €12.3 million corresponding to excess interest expense carried forward, with an indefinite carry forward period in the year ended 31st March 2025 (€14.7 million in the year ended 31st March 2024).

Additionally, Engrande, S.L. and Tierrabella Invest, S.L. have a non-recognised deferred tax asset corresponding to excess interest expenses carried forward amounting to €0.4 million and €1.5 million, respectively, that have an indefinite carry forward period.

In addition to the unused tax losses carried forward, Opodo Ltd. has "writing down allowances (WDAs)" amounting to €7.3 million, on which a partial deferred tax asset amounting to €1.2 million is recognised.

There have been no significant changes in the income tax rates impacting the Group.

	Unused tax losses 31st March 2025				
	Tax loss amount	Income tax rate (%)	Total DTA on tax losses	DTA recognised	DTA not recognised
			(Thousands of euros)		
eDreams ODIGEO, S.A. (SP)	24,391	25.00%	6,098	6,098	—
Go Voyages, S.A.S. (FR)	150,530	25.00%	37,632	—	37,632
Opodo Ltd. (UK)	13,570	25.00%	3,393	782	2,611
eDreams, Inc. (SP)	13,982	25.00%	3,496	3,496	—
eDreams, Inc. (US)	—	21.00%	—	—	—
Vacaciones eDreams, S.L. (SP)	79,287	25.00%	19,822	19,822	—
eDreams International Network, S.L. (SP)	20,085	25.00%	5,021	5,021	—
Engrande, S.L. (SP)	10,284	25.00%	2,571	1,758	813
Tierrabella Invest, S.L. (SP)	4,354	25.00%	1,088	45	1,043
Total	**316,483**		**79,121**	**37,022**	**42,099**

In prior years, no deferred tax asset has been recognised for the US tax losses carried forward to avoid double recognition as the Spanish equivalent of such losses has been recognised.

As at 31st March 2025, the Group has a deferred tax asset in the balance sheet for US Foreign Tax Credits ("US FTC") amounting to €9.1 million (€5.7 million as at 31st March 2024).

The US FTC carried forward as at 31st March 2025 may be offset against future US income tax but only in case the US income tax due for a future year exceeds the US FTC of that year. US FTC generated in a year may be carried forward for a period of maximum 10 years. The US FTC as at 31st March 2025 have been generated in various years and have an average remaining carry forward period of 4 years.

	Unused tax losses 31st March 2024				
	Tax loss amount	Income tax rate (%)	Total DTA on tax losses	DTA recognised	DTA not recognised
	(Thousands of euros)				
eDreams ODIGEO, S.A. (SP)	26,356	25.00%	6,589	6,589	—
Go Voyages, S.A.S. (FR)	147,846	25.00%	36,961	—	36,961
Opodo Ltd. (UK)	17,668	25.00%	4,417	895	3,522
eDreams, Inc. (SP)	13,859	25.00%	3,465	3,465	—
eDreams, Inc. (US)	35,247	21.00%	7,402	—	7,402
Vacaciones eDreams, S.L. (SP)	84,910	25.00%	21,227	21,227	—
eDreams International Network, S.L. (SP)	22,602	25.00%	5,651	5,651	—
Engrande, S.L. (SP)	11,553	25.00%	2,888	1,911	977
Tierrabella Invest, S.L. (SP)	4,883	25.00%	1,221	48	1,173
Total	**364,924**		**89,821**	**39,786**	**50,035**

14.6. Years Open for Inspection by Tax Authorities

The Group companies may be subject to audit by the tax authorities for the years that are not statute-barred.

The oldest year for which the Group Companies have their tax returns open to inspection in respect of the main applicable taxes as at 31st March 2025 are the following:

Country	Corporate Income Tax (CIT)	Value Added Tax (VAT)
Australia	2021/22	2021
France	2021/22	2022
Germany	2018/19	2021
Hungary	2019/20	2019
Italy	2018/19	2020
Luxembourg	2020/21	N/A
Portugal	2020/21	2021
Spain	2019/20	2022
Sweden	2019/20	2020
United Kingdom	2020/21	2021
United States	2021/22 (*)	N/A

(*) in case of substantial omissions 2018/19

The Group's tax contingencies and ongoing tax inspections are detailed in note 30.

15. GOODWILL

The detail of the goodwill movement by CGUs for the year ended 31st March 2025 is set out below:

Markets	31st March 2024	Scope entry	Exchange Rate differences	Impairment	31st March 2025
	(Thousands of euros)				
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
Italy	58,599	—	—	—	58,599

Markets	31st March 2024	Scope entry	Exchange Rate differences	Impairment	31st March 2025
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	52,390	—	3,264	—	55,654
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	4,200	—	—	—	4,200
Total gross goodwill	**861,442**	**—**	**3,264**	**—**	**864,706**
France	(123,681)	—	—	—	(123,681)
Italy	(20,013)	—	—	—	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(38,460)	—	(2,396)	—	(40,856)
Metasearch	(7,642)	—	—	—	(7,642)
Total impairment on goodwill	**(231,273)**	**—**	**(2,396)**	**—**	**(233,669)**
Total net goodwill	**630,169**	**—**	**868**	**—**	**631,037**

As at 31st March 2025, the amount of the goodwill corresponding to the Nordics market has increased due to the evolution of the Euro compared to the Swedish Krona, with a balancing entry under "Foreign currency translation reserve".

The Group performs an impairment test on the value of the CGUs annually, or in the event of an indication of impairment, in order to identify a possible impairment in goodwill.

Details about the impairment test performed by the Group on the value of the Cash Generating Units ("CGUs") are included in note 18.

During prior year, the Group changed its segment structure (see note 7 of the consolidated financial statements for the year ended 31st March 2024). The Group's operating segments continue to be market-based. Therefore, the cash generating units were kept according to markets.

The detail of the goodwill movement by CGUs for the year ended 31st March 2024 is set out below:

Markets	31st March 2023	Scope entry	Exchange Rate Differences	Impairment	31st March 2024
			(Thousands of euros)		
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
Italy	58,599	—	—	—	58,599
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	53,526	—	(1,136)	—	52,390
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	4,200	—	—	—	4,200
Total gross goodwill	**862,578**	**—**	**(1,136)**	**—**	**861,442**
France	(123,681)	—	—	—	(123,681)
Italy	(20,013)	—	—	—	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(39,294)	—	834	—	(38,460)
Metasearch	(7,642)	—	—	—	(7,642)
Total impairment on goodwill	**(232,107)**	**—**	**834**	**—**	**(231,273)**
Total net goodwill	**630,471**	**—**	**(302)**	**—**	**630,169**

As at 31st March 2024, the amount of the goodwill corresponding to the Nordics market decreased due to the evolution of the Euro compared to the Swedish Krona, with a balancing entry under "Foreign currency translation reserve".

16. Other intangible assets

The detail of the other intangible assets movement for the year ended 31st March 2025 is set out below:

	31st March 2024	Acquisitions / amortisation / impairment	Disposals	Reclass	31st March 2025
			(Thousands of euros)		
Licenses	4,767	—	—	—	4,767
Brands	287,976	—	—	—	287,976
Software	73,329	—	—	—	73,329
Software internally developed	218,408	—	(13,609)	51,971	256,770
Software internally developed in progress	2,821	56,936	—	(51,886)	7,871
Other intangible assets	18,622	—	—	(85)	18,537
Total gross value	**605,923**	**56,936**	**(13,609)**	**—**	**649,250**
Licenses	(4,767)	—	—	—	(4,767)
Software	(66,553)	—	—	(278)	(66,831)
Software internally developed	(115,540)	(40,927)	13,530	207	(142,730)
Other intangible assets	(16,595)	—	—	71	(16,524)
Total accumulated amortisation	**(203,455)**	**(40,927)**	**13,530**	**—**	**(230,852)**
Brands	(66,264)	7,012	—	—	(59,252)
Software	(6,498)	(79)	79	—	(6,498)
Other intangible assets	(2,000)	—	—	—	(2,000)
Total accumulated impairment	**(74,762)**	**6,933**	**79**	**—**	**(67,750)**
Total other intangible assets	**327,706**	**22,942**	**—**	**—**	**350,648**

Brands

	31st March 2025	31st March 2024
	(Thousands of euros)	
Go Voyages	36,178	29,723
eDreams	80,815	80,815
Opodo	100,000	100,000
Travellink	7,699	7,311
Liligo	4,032	3,863
Total	**228,724**	**221,712**

Brands correspond to the commercial names under which the Group operates, which have been acquired externally through business combination operations and their valuation comes from purchase price allocation processes.

The details about the impairment of intangible assets are described in notes 18 and 19. During the year ended 31st March 2025, the Group has recognised a reversal of the impairment for certain brands, see further detail in note 19. During the year ended 31st March 2024, no impairment was recognised.

Software Internally Developed and Software Internally Developed in Progress

Software internally developed and software internally developed in progress acquisitions correspond to the capitalisation of the technology developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones. The projects activated during the years ended 31st March 2025 and 31st March 2024 are aimed at improving the consumer experience, growing sales and automating processes internally. From the total software internally developed, as at 31st March 2025, €16.7 million net book value

corresponds to software from the Group's common platform with a 7-years useful life (€20.4 million as at 31st March 2024).

The disposals mainly relate to the write-off of projects that are no longer expected to bring utility as the Group is in the process of constant innovation and the internally developed projects are being updated accordingly.

The Group's project concerning customer support assistance via artificial intelligence was selected for funding (€1.3 million) from the European Union, specifically for the NextGenerationEU project, aimed at research and development projects in artificial intelligence and other digital technologies and their integration into value chains.

For the year ended 31st March 2025, the Group has obtained reasonable assurance that the conditions for the grant have been met, leading to its recognition in the financial statements (see note 4.18).

During the year ended 31st March 2025, the Group has recognised as personnel expenses €13.1 million of costs related to research and development (€11.0 million for the year ended 31st March 2024).

The detail of the other intangible assets movement for the year ended 31st March 2024 is set out below:

	31st March 2023	Acquisitions / Amortisation/ Impairment	Disposals	Reclass	31st March 2024
			(Thousands of euros)		
Licenses	4,699	—	—	68	4,767
Brands	287,976	—	—	—	287,976
Software	73,329	—	—	—	73,329
Software internally developed	208,235	—	(39,538)	49,711	218,408
Software internally developed in progress	3,550	48,982	—	(49,711)	2,821
Other intangible assets	18,622	—	—	—	18,622
Total gross value	**596,411**	**48,982**	**(39,538)**	**68**	**605,923**
Licenses	(4,693)	(6)	—	(68)	(4,767)
Software	(65,124)	(1,429)	—	—	(66,553)
Software internally developed	(122,302)	(32,776)	39,538	—	(115,540)
Other intangible assets	(16,595)	—	—	—	(16,595)
Total accumulated amortisation	**(208,714)**	**(34,211)**	**39,538**	**(68)**	**(203,455)**
Brands	(66,264)	—	—	—	(66,264)
Software	(6,498)	—	—	—	(6,498)
Other intangible assets	(2,000)	—	—	—	(2,000)
Total accumulated impairment	**(74,762)**	**—**	**—**	**—**	**(74,762)**
Total other intangible assets	**312,935**	**14,771**	**—**	**—**	**327,706**

The majority of other intangible assets were totally amortised during the year ended 31st March 2024.

Fully Amortised Other Intangible Assets

The detail of other intangible assets fully amortised and in use as at 31st March 2025 and 31st March 2024 is set out below:

	31st March 2025	31st March 2024
	(Thousands of euros)	
Licenses	4,767	4,767
Software	73,329	73,051
Software internally developed	56,140	41,782
Other intangible assets	18,524	18,524
Total	**152,760**	**138,124**

17. Property, plant and equipment

The detail of property, plant and equipment movement for the year ended 31st March 2025 is set out below:

	31st March 2024	Acquisitions / Depreciation / Impairment	Disposals	Exchange Rate Differences	31st March 2025
			(Thousands of euros)		
Buildings - lease	11,069	166	—	(18)	11,217
General installations / tech facilities	2,407	48	—	(1)	2,454
Furniture	960	10	—	(1)	969
Computer hardware	7,624	54	(163)	—	7,515
Computer hardware - lease	7,279	—	(672)	—	6,607
Other tangible assets	15	3	—	—	18
Total gross value	**29,354**	**281**	**(835)**	**(20)**	**28,780**
Buildings - lease	(7,537)	(1,697)	—	13	(9,221)
General installations / tech facilities	(1,919)	(133)	—	1	(2,051)
Furniture	(830)	(63)	—	1	(892)
Computer hardware	(7,016)	(470)	163	—	(7,323)
Computer hardware - lease	(5,397)	(933)	672	—	(5,658)
Other tangible assets	(18)	—	—	—	(18)
Total accumulated depreciation	**(22,717)**	**(3,296)**	**835**	**15**	**(25,163)**
General installations / tech facilities	—	—	—	—	—
Furniture	—	—	—	—	—
Total accumulated impairment	**—**	**—**	**—**	**—**	**—**
Total property, plant and equipment	**6,637**	**(3,015)**	**—**	**(5)**	**3,617**

The increase of buildings - lease as at 31st March 2025 refers to an increase in the Group's office rental expense due to contractual clauses such as the increase in the Consumer Price Index.

The disposals of computer hardware - lease and computer hardware as at 31st March 2025 correspond to write-offs that were registered during the fiscal year.

The Group has purchased insurance policies to reasonably cover the possible risks of damage to its property, plant and equipment used in operations, with suitable limits and coverage.

The detail of property, plant and equipment movement for the year ended 31st March 2024 is set out below:

	31st March 2023	Acquisitions / depreciation / impairment	Disposals	Exchange rate differences	31st March 2024
			(Thousands of euros)		
Buildings - lease	14,694	486	(4,069)	(42)	11,069
General installations / tech facilities	3,057	7	(654)	(3)	2,407
Furniture	1,460	—	(497)	(3)	960
Computer hardware	7,557	190	(123)	—	7,624
Computer hardware - lease	6,085	1,194	—	—	7,279
Other tangible assets	15	—	—	—	15
Total gross value	**32,868**	**1,877**	**(5,343)**	**(48)**	**29,354**
Buildings - lease	(8,409)	(1,796)	2,640	28	(7,537)
General installations / tech facilities	(2,141)	(320)	539	3	(1,919)
Furniture	(1,240)	(83)	490	3	(830)
Computer hardware	(6,549)	(585)	118	—	(7,016)
Computer hardware - lease	(4,621)	(776)	—	—	(5,397)
Other tangible assets	(18)	—	—	—	(18)
Total accumulated depreciation	**(22,978)**	**(3,560)**	**3,787**	**34**	**(22,717)**
General installations / tech facilities	—	(115)	115	—	—

	31st March 2023	Acquisitions / depreciation / impairment	Disposals	Exchange rate differences	31st March 2024
			(Thousands of euros)		
Furniture	—	(3)	3	—	—
Total accumulated impairment	**—**	**(118)**	**118**	**—**	**—**
Total property, plant and equipment	**9,890**	**(1,801)**	**(1,438)**	**(14)**	**6,637**

The decrease of buildings - lease as at 31st March 2024 was mainly due to the shortening of the lease term for certain office lease contracts that finalised, consequently the cost of the associated assets was derecognised for an amount of €4.1 million with the corresponding accumulated depreciation of €2.6 million.

The general installations and furniture disposals were also related to the derecognition of the associated assets of the above-mentioned leased office following the termination of the contract.

Acquisitions of buildings - lease referred mostly to an increase of the lease term considered for one of the offices of the Group.

In the year ended 31st March 2024 a large number of computer hardware assets were acquired through lease for an amount of €1.2 million.

Fully Depreciated Property, Plant and Equipment Assets

The Group has property, plant and equipment assets that are fully depreciated and in use for a total cost of €12.9 million as at 31st March 2025 (€11.8 million as at 31st March 2024), corresponding mainly to Hardware and Hardware lease amounting to €7.0 million and €3.8 million, respectively (€5.8 million and €4.4 million as at 31st March 2024, respectively).

18. Impairment of assets

18.1. Measuring Methodology

The assets are tested at the market level except Metasearch and Connect (which are their own cash generating units "CGU"), which is used by management to make decisions about operating matters and is based on segment information.

The cash generating unit is determined as the smallest group of assets that generates cash inflows that are largely independent of the inflows produced by other assets or groups of assets. In this sense, the Group distinguishes Metasearch and Connect as two of its own cash-generating units, since they represent two different businesses of the group - Metasearch and Bedbank. Within the main business of online travel agency, the Group distinguishes between various CGUs according to the market, since each market is independent of each other in terms of the generation of cash inflows.

The Group performs an impairment test on the value of the Cash Generating Units ("CGUs") annually, or in the event of an indication of impairment (see impairment indicators in note 3.3), in order to identify the possible existence of unrecorded impairment losses.

The procedure for carrying out the impairment test is as follows:

- A business plan is drawn up for each CGU for the next 5 years in which the main components are the projected Adjusted EBITDA, the projected investments and working capital (see definition of Adjusted EBITDA in C4. Alternative Performance Measures). The main drivers behind the projection of EBITDA are Revenue Margin and Variable costs, which together result in Marginal Profit (see definition of Revenue Margin, Variable costs and Marginal Profit in C4. Alternative Performance Measures). Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks.

- A valuation analysis is carried out, which consists of applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the assets in each CGU. This calculation establishes a value which varies mainly according to the weighted projections and the discount rate for each of the CGUs.

This analysis is used by Group Management to analyse both the recoverability of the goodwill and other intangible assets and property, plant and equipment belonging to each of the markets.

18.2. Main Assumptions Used in the Financial Projections

For each CGU, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC).

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each CGU and the inherent risk profile of the projected cash flows of each of the CGUs.

The table below shows the WACC applied by the Group for each CGU:

	Post-tax		Pre-tax	
WACC by CGU	**31st March 2025**	**31st March 2024**	**31st March 2025**	**31st March 2024**
France	11.3%	11.3%	13.9%	14.4%
Spain	12.8%	13.5%	15.9%	17.3%
Italy	13.5%	13.5%	17.0%	17.3%
UK	13.3%	12.3%	16.4%	15.6%
Germany	9.8%	9.8%	12.1%	12.4%
Nordics	11.8%	11.8%	14.6%	15.2%
Other countries	12.8%	12.8%	15.7%	16.2%
Metasearch	11.3%	11.3%	14.0%	14.0%
Connect	12.2%	12.2%	15.3%	14.2%

The primary changes in the WACC applied by the Group are driven by a rise in the UK's WACC, mainly due to an increase in risk-free rates, partially offset by a decrease in Spain's WACC resulting from a lower risk premium.

The variation between the pre-tax and post-tax discount rates is directly explained by the non-consideration of taxes in the discounted cash flow methodology.

In calculating the value of the assets in each different market, the following parameters have been considered:

- Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks. The Group prepares one single set of cash flow projections.

- In the first year, Adjusted EBITDA was projected using the budget for the year ended 31st March 2026 approved by the Board of Directors (see definition of Adjusted EBITDA in C4. Alternative Performance Measures).

- In the four following years, a scenario of profitability and needs for investment in intangible assets and working capital that is consistent and sustainable in the long-term for each CGU was projected.

- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5% for France, Spain, Italy, Germany, United Kingdom and Nordics, and 1.6% for Other markets, Metasearch and Connect (1.5% and 1.6% respectively in the previous year).

- Capital expenditure level is in line with the fact that the business model is not CAPEX intensive. These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for the year ended 31st March 2026.

18.3. Conclusion on the Analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 18.1 and 18.2 respectively above, the carrying amount of the goodwill related to any CGU has not been impaired in the year ended 31st March 2025 nor for the year ended 31st March 2024.

The following table shows the gross value in books and net value in books of operating assets for every CGU, the recoverable amount calculated for each CGU (value in use), the impairment recognised in the current year and the amount by which the CGU's recoverable amount exceeds its carrying amount:

	31st March 2025				
CGU	Gross Value of Operating Assets	Net Value of Operating Assets	Value in Use	Impairment (Increase) / Reversal	Exceeding Amount (Headroom)
			(Thousands of euros)		
France	450,228	264,817	555,698	—	290,881
Spain	31,896	30,918	243,372	—	212,454
Italy	63,347	42,316	220,769	—	178,453
UK	64,379	32,678	138,632	—	105,954
Germany	174,152	162,490	456,591	—	294,101
Nordics	56,428	15,254	59,216	—	43,962
Other countries	(3,089)	(4,912)	338,861	—	343,773
Metasearch	15,649	8,007	16,068	—	8,061
Connect	17,214	17,214	74,444	—	57,230
Total	**870,204**	**568,782**	**2,103,651**	**—**	**1,534,869**

	31st March 2024				
CGU	Gross Value of Operating Assets	Net Value of Operating Assets	Value in Use	Impairment (Increase) / Reversal	Exceeding Amount (Headroom)
			(Thousands of euros)		
France	458,379	266,565	477,582	—	211,017
Spain	34,982	34,243	124,550	—	90,307
Italy	67,363	46,339	143,422	—	97,083
UK	66,163	34,336	97,761	—	63,425
Germany	173,940	162,148	333,972	—	171,824
Nordics	51,446	12,267	50,066	—	37,799
Other countries	506	(1,346)	298,385	—	299,731
Metasearch	15,462	7,820	18,720	—	10,900
Connect	13,065	13,065	27,588	—	14,523
Total	**881,306**	**575,437**	**1,572,046**	**—**	**996,609**

For the purpose of carrying out the impairment test of the CGUs, the Group distributes the value of the brands among the different CGUs based on the allocation made in the year of formation of the Group (year ended 31st March 2012). This historical allocation was based on the contribution of each brand to the results of each CGU.

18.4. Sensitivity Analysis on Key Assumptions

The Group has performed a sensitivity analysis on the key assumptions of the impairment test for the CGUs applying the following changes:

- 1pp increase in WACC;
- 0.5pp decrease in perpetual growth; and
- 10% decrease in Marginal Profit.

The conclusion of this sensitivity analysis is that no additional impairment would be recognised in any of the CGUs if the changes on key assumptions previously mentioned were applied.

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 18.2.

19. Impairment of brands

19.1. Measuring Methodology

The brands, which have indefinite lives, have been tested for impairment together with the rest of the CGU assets (see note 18) as well as separately brand by brand.

The Group carries out a specific impairment test for brands to determine whether any of them could have seen their value impaired at the individual level, regardless of whether or not there was impairment at the level of the cash-generating unit to which it has been assigned. It should be noted that certain Group brands are focused on one market (Go Voyages and Liligo in France, and Travellink in Nordics), while others (eDreams and Opodo) are multi-market.

The Group considers that the fair value of the brands can be determined independently from the rest of the assets and for each one of them, since they generate income comparable to that generated by a licensed brand, which can be separated from the rest of the assets. The calculation of said fair value is made based on the royalty income that each brand would generate according to its projected revenue margin.

The Group performs an impairment test on the value of the brands annually, or in the event of an indication of impairment (see impairment indicators in note 3.3), in order to identify the possible existence of unrecorded impairment losses or that the impairment may have decreased.

The procedure for carrying out the impairment test is as follows:

- A business plan is drawn up for each brand for the next 5 years in which the main component is the Revenue Margin that will be generated by each brand. These revenue projections are multiplied by a royalty rate to obtain the revenue corresponding to the brands. Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks.

- A valuation analysis is carried out, which consists of applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the brands.

This analysis is used by Group Management to analyse the recoverability of the brands.

19.2. Main Assumptions Used in the Financial Projections

For each brand, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC). The WACC has been calculated on a market basis (see note 18.2) and applied a weighted average according to the contribution of each market in each brand in the current year.

In calculating the value of each brand, the following parameters have been considered:

- Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks. The Group prepares one single set of cash flow projections.

- In the first year, Revenue Margin was projected using the budget for the year ended 31st March 2026 approved by the Board of Directors. See definition of Revenue Margin in C4. Alternative Performance Measures.

- In the four following years, a scenario of evolution of volumes and margins has been considered based on the strategy of the Group and previous experience.

- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5% (1.5% in the previous year).

- Royalty rates for the year ended 31st March 2025 have been set at 8.5% (compared to 6.5% and 4.0% for Travellink in the previous year). This increase reflects an updated current market valuation benchmarked by an independent external expert.

These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for the year ended 31st March 2026.

The table below shows the WACC applied by the Group for each brand:

	Post-tax		Pre-tax	
	31st March 2025	31st March 2024	31st March 2025	31st March 2024
Go Voyages	11.3%	11.3%	14.6%	14.6%
eDreams	12.7%	12.6%	16.4%	16.4%
Opodo	11.1%	11.0%	14.3%	14.3%
Travellink	11.8%	11.8%	15.3%	15.5%
Liligo	11.3%	11.3%	14.6%	14.5%

19.3. Conclusion on the Analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 19.1 and 19.2 respectively above, and due to the updated projections, a reversal of the previously recognised impairment of the brands Go Voyages, Travellink and Liligo has been booked during the year ended 31st March 2025.

For the reversal of the impairment on the Go Voyages brand, the Group has applied a sensitivity of one additional point to the WACC (the sensitivity applied to the impairment test on the rest of the brands and on the CGUs, as detailed in notes 18.4 and 19.4) and an additional 0.5 points were considered as a prudent measure.

During the year ended 31st March 2024, the Group did not book any impairment.

The table below shows the gross value in books and net value in books of each brand (before any impairment increase or decrease for the year), the recoverable amount calculated for each brand (value in use), the impairment recognised or reversed in the current year and the amount by which the brand's recoverable amount exceeds its carrying amount:

	31st March 2025				
Brands	Gross value of brands	Net value of brands	Value in use	Impairment (increase) / reversal	Exceeding amount (headroom)
	(Thousands of euros)				
Go Voyages	95,430	29,723	41,649	6,455	5,471
eDreams	80,815	80,815	320,969	—	240,154
Opodo	100,000	100,000	233,148	—	133,148
Travellink	7,699	7,311	16,779	388	9,080
Liligo	4,032	3,863	5,074	169	1,042
Total	**287,976**	**221,712**	**617,619**	**7,012**	**388,895**

	31st March 2024				
Brands	Gross value of brands	Net value of brands	Value in use	Impairment (increase) / reversal	Exceeding amount (headroom)
	(Thousands of euros)				
Go Voyages	95,430	29,723	34,088	—	4,365
eDreams	80,815	80,815	217,490	—	136,675
Opodo	100,000	100,000	167,870	—	67,870

Brands	31st March 2024				
	Gross value of brands	Net value of brands	Value in use	Impairment (increase) / reversal	Exceeding amount (headroom)
	(Thousands of euros)				
Travellink	7,699	7,311	8,270	—	959
Liligo	4,032	3,863	3,900	—	37
Total	**287,976**	**221,712**	**431,618**	**—**	**209,906**

19.4. Sensitivity Analysis on Key Assumptions

The Group has performed a sensitivity analysis on the key assumptions of the impairment test for the brands applying the following changes:

- 1pp increase in WACC;
- 0.5pp decrease in perpetual growth;
- 5% decrease in Revenue Margin; and
- 1pp decrease in Royalty Rate.

The conclusion of this sensitivity analysis is that no additional impairment would be recognised in any of the brands if the changes on key assumptions previously mentioned were applied.

The table below shows the value assigned to the assumptions of Revenue Margin as compound annual growth rates (CAGR) over the explicitly projected period (5 years) for the brands:

	Revenue Margin Growth
eDreams	10.7%
Opodo	10.1%
Go Voyages	6.5%
Travellink	1.9%
Liligo	17.2%

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 19.2.

20. Trade and other receivables

20.1. Trade Receivables

The trade receivables from contracts with customers as at 31st March 2025 and 31st March 2024 are as follows:

	31st March 2025	31st March 2024
	(Thousands of euros)	
Trade receivables	23,110	21,302
Accrued income	42,892	34,521
Impairment loss on trade receivables and accrued income	(2,410)	(4,802)
Provision for Booking cancellation	(1,439)	(1,441)
Trade related deferred expenses	2,132	2,255
Total trade receivables	**64,285**	**51,835**

Accrued income mainly relates to supplier commissions and incentives earned from Bookings made by the Group's customers. More positive terms secured during contract negotiations largely account for the increase.

The calculation of the impairment loss on trade receivables and accrued income considers in the forward-looking information the impact of the current macroeconomic environment on the financial situation of the Group's clients. There have not been significant changes in customer risk compared to 31st March 2024 (see note 20.2).

Provision for Booking cancellation is calculated to cover the risk of loss on GDS incentives or supplier commissions in the case of cancellation of Bookings made prior to the reporting closing date with future departure date.

Trade related deferred expenses are mainly related to the service Cancellation for any reason and Flexiticket. It corresponds to the redemption risk pending to be accrued.

The table below shows the detail of the provision for Booking cancellation and the percentages of risk that have been applied to the basis of GDS incentives and supplier commissions subject to cancellation:

	31st March 2025		31st March 2024	
	Provision for Booking cancellation	Percentage applied	Provision for Booking cancellation	Percentage applied
	(Thousands of euros)			
GDS Incentives	(442)	5%	(543)	6%
Hotel supplier commissions	(676)	8%	(587)	7%
Car rental supplier commissions	(321)	16%	(311)	16%
Total	**(1,439)**		**(1,441)**	

The risk percentages applied are also directly related to customer behaviour and specificities of the product that the Group is intermediating and are therefore subject to change. For hotels and cars services, our products often include the option for customers to cancel their product up to the check-in or pick-up date and customers use this benefit to varying degrees depending on a number of factors. In the case of flights, usually airlines do not offer this level of flexibility regarding cancellation, unless the customer has purchased an insurance product.

20.2. Valuation Allowance

An impairment analysis of trade receivables and accrued income has been performed at year-end using a provision matrix by type of customer, to measure expected credit losses. The provision for Booking cancellation has been deducted from the accrued income amounts for the impairment estimation.

A single methodology has been adopted to establish this provision matrix by type of customer. The different percentages of risk have been calculated based on the weight of all invoices still overdue after a certain period of time, out of the gross amount of invoices issued, by month. This statistic database provides a reasonable expectation of the successful percentage of recovery of the overdue balances.

Movements in the valuation allowance are as follows:

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Valuation allowance opening balance	(4,802)	(4,526)
(Increase) / decrease in impairment losses	138	(366)
Amount written off as uncollectible	2,254	90
Valuation allowance closing balance	**(2,410)**	**(4,802)**

The decrease in the valuation allowance in the year ended 31st March 2025 is mainly due to the write-off of receivables deemed uncollectible and already fully provisioned in prior years.

The table below shows the impairment by type of customer:

	31st March 2025		31st March 2024	
	Trade Receivables	Impairment	Trade Receivables	Impairment
	(Thousands of euros)			
Commissions, BtB incentives and advertising revenue	41,541	(1,391)	45,977	(3,704)
Metasearch customers	1,396	(586)	1,731	(748)
Leisure customers & Global Distribution System (GDS)	21,626	(433)	6,674	(350)
Total trade receivables	**64,563**	**(2,410)**	**54,382**	**(4,802)**

The tables below show the credit risk exposure for the Group's two main types of customers:

	Commissions, BtB Incentives and Advertising Revenue			
	31st March 2025		31st March 2024	
	Trade Receivables	Impairment	Trade Receivables	Impairment
	(Thousands of euros)			
Accrued income & provision for Booking cancellation	31,894	(91)	28,835	(209)
Amount invoiced not overdue	5,342	(16)	10,145	(74)
Less than 60 days	1,590	(36)	2,836	(100)
Between 60 days and 120 days	1,086	(43)	830	(40)
Between 120 days and 240 days	360	(30)	719	(81)
Between 240 days and 365 days	366	(72)	136	(34)
More than 365 days	544	(157)	114	(45)
Bankruptcy & other non-recoverability risk	359	(359)	2,362	(2,362)
Additional risk high	—	(2)	—	(4)
Additional risk medium	—	(166)	—	(352)
Additional risk low	—	(419)	—	(403)
Total	**41,541**	**(1,391)**	**45,977**	**(3,704)**

	Metasearch Customers			
	31st March 2025		31st March 2024	
	Trade receivables	Impairment	Trade receivables	Impairment
	(Thousands of euros)			
Accrued income	322	(4)	360	(5)
Amount invoiced not overdue	352	(6)	514	(8)
Less than 90 days	93	(2)	71	(1)
Between 90 days to 120 days	9	(2)	12	(2)
Between 120 days to 150 days	3	(1)	19	(4)
Between 150 days to 180 days	2	(1)	3	(1)
Between 180 days to 210 days	2	(1)	23	(7)
Between 210 days to 240 days	2	(1)	1	—
More than 240 days	64	(21)	15	(5)
Bankruptcy & other non-recoverability risk	547	(547)	713	(713)
Additional risk medium	—	—	—	(2)
Total	**1,396**	**(586)**	**1,731**	**(748)**

Due to the current macroeconomic environment, the Group considers an additional risk for some customers shown in the tables above as Additional risk high, Additional risk medium and Additional risk low, for a total amount of €0.6 million (€0.8 million as at 31st March 2024). The percentage of risk applied is the result of a deep analysis carried out by customer.

The line "Bankruptcy & other non-recoverability risk" includes all invoices fully impaired as the customer is going into insolvency proceedings or if the invoices are overdue for a significant period. In the year ended 31st March 2025 the Group considered a limit of overdue more than 2 years.

The Group has two other types of customers, Leisure customers and Global Distribution System ("GDS"). For Leisure customers, as the Group collects the amount due at the time of the Booking, the Group considers there is no risk of credit loss.

As at 31st March 2025, the amount accrued and invoiced not overdue yet for these types of customers is €21.6 million and the impairment booked is €0.4 million (€6.7 million and €0.4 million respectively as at 31st March 2024).

The Group has no collateral or other credit enhancements over its trade receivables.

20.3. Other receivables

	31st March 2025	31st March 2024
	(Thousands of euros)	
Advances given - trade related	1,711	9,610
Other receivables	1,693	509
Prepaid expenses	4,271	4,048
Impairment loss on other receivables	—	(53)
Total other receivables	**7,675**	**14,114**

"Advances given - trade related" corresponds to payments done to certain trade suppliers that have terms of advance payment. It mainly relates to the payment for travel products in relation to Bookings from the Group's customers. The decrease is mostly due to lower utilisation of advanced payment methods with certain suppliers.

21. Cash and cash equivalents

	31st March 2025	31st March 2024
	(Thousands of euros)	
Cash and other cash equivalents	76,882	91,205
Total cash and cash equivalents	**76,882**	**91,205**

The Cash and other cash equivalents of the Group include solely cash on hand.

The Group has no restricted cash.

22. Equity

	31st March 2025	31st March 2024
	(Thousands of euros)	
Share capital	12,761	12,761
Share premium	1,048,630	1,048,630
Equity-settled share-based payments	72,017	55,123
Retained earnings and others	(833,569)	(857,758)
Treasury shares	(84,386)	(5,163)
Profit and loss attributable to the parent company	45,067	32,358
Foreign currency translation reserve	(10,271)	(11,423)
Non-controlling interest	—	—
Total equity	**250,249**	**274,528**

22.1. Share Capital

The Company's share capital amounts to €12,760,505.90 and is represented by 127,605,059 shares at a nominal value of €0.10 per share.

The significant shareholders of the Company and Board members as at 31st March 2025 are the following:

Shareholder	Number of Shares	% Share Capital
Permira	24,611,388	19.29%
Board Members	4,464,522	3.50%
Treasury Shares (1)	12,063,391	9.45%
Rest of shares outstanding (2)	86,465,758	67.76%
Total shares outstanding	**127,605,059**	**100.00%**

(1) Shares settled as of 31st March 2025.

(2) The rest of the shares outstanding has been calculated on the basis of shareholder notifications of voting rights communicated to the Company as of 31st March 2025 in accordance with the Royal Decree 1362/2007 (recalculated by the Company as explained in the next table) and other information made available to the Company by shareholders by taking the total number of shares issued less the shares (i) held by Permira and the Board members; and (ii) the Treasury Shares.

Rest of shares outstanding	Number of Shares	% Share Capital
UBS Group	11,077,949	8.68%
Morgan Stanley	7,324,885	5.74%
Sunderland Capital	6,371,316	4.99%
The Goldman Sachs Group Inc.	6,653,667	5.21%
JP Morgan Chase & Co	6,381,562	5.00%
Others less than 3%	48,656,379	38.13%
Rest of shares outstanding	**86,465,758**	**67.76%**

The information provided regarding the rest of shares outstanding is based on the information sent by the relevant investors to the Spanish Securities Exchange Commission ("CNMV") and to the Company itself. For the significant shareholding forms communicated before January 2022, the Company has recalculated the relevant stakes considering the total number of voting rights of the Company as of 31st March 2025. It should also be highlighted that a relevant portion of the voting rights attached to shares reported by financial institutions in this section may be the counterparty of derivative instruments reported by other investors.

During the years ended 31st March 2025 and 31st March 2024, the shareholders did not carry out any significant transactions other than those mentioned in note 29.

The Company's shares are admitted to official listing on the Spanish Stock Exchanges.

22.2. Share Premium

The share premium account may be used to provide for the payment of any shares, which the Company may repurchase from its shareholders, to offset any net realised losses, to make distributions to the shareholders in the form of a dividend or to allocate funds to the legal reserve.

22.3. Equity-Settled Share-Based Payments

The amount recognised under "Equity-settled share-based payments" in the consolidated statement of financial position as at 31st March 2025 and 31st March 2024 arose as a result of the long-term incentive plans given to the employees.

As at 31st March 2025, the long-term incentive plans currently granted to employees are the 2016 LTIP, the 2019 LTIP and the 2022 LTIP detailed in note 23.

22.4. Treasury Shares

	Number of shares	Thousand of euros
Treasury shares at 31st March 2023	**4,877,565**	**3,699**
Acquisitions	254,975	1,674
Reduction due to vesting of LTIP (see note 23)	(2,102,500)	(210)

	Number of shares	Thousand of euros
Treasury shares at 31st March 2024	**3,030,040**	**5,163**
Acquisitions (share buy-back programmes) (see note 2.1)	3,030,691	23,642
Acquisitions (tender offer) (see note 2.1)	4,550,864	31,401
Reduction due to vesting of LTIP (see note 23)	(1,773,677)	(696)
Other acquisitions	3,225,473	24,876
Treasury shares at 31st March 2025	**12,063,391**	**84,386**

Share Buy-Back Programmes

On 27th February 2024, the Company resolved to implement a share buy-back programme over its own shares.

This buy-back programme was terminated early following the Board of Directors' approval of the acceleration of the programme and the subsequent submission of application for authorisation to launch a tender offer for the remaining shares (see note 2.1).

On 18th November 2024, the Board of Directors approved a new share buy-back programme (see note 2.1).

During the year ended 31st March 2025, the total amount paid under both share buy-back programmes was €23,866 thousand, which included €23,642 thousand of acquisition of treasury shares and the associated transaction costs equivalent to €224 thousand that have been booked against other reserves, of which €24 thousand have already been paid and are presented within financing activities of the consolidated cash flows statement.

During the year ended 31st March 2024 the total amount paid under the share buy-back programme amounted to €1,676 thousand, which included €1,674 thousand of acquisition of treasury shares and 0.1% of the associated transaction costs equivalent to €2 thousand that was booked against other reserves.

Tender Offer

As a result of the tender offer finalised on 13th September 2024 (see note 2.1), the Group acquired 4,550,864 of its own shares, representing 3.57% of the Company's total shares, at the price of €6.90 per share. The total amount paid was €31.4 million. The associated costs have been registered against equity and amounted to €0.7 million, of which €0.4 million has already been paid and is presented within financing activities of the consolidated cash flows statement.

Treasury Shares Stock

As at 31st March 2025, the Group has 12,063,391 treasury shares, carried in equity at €84.4 million, at an average historic price of €7.00 per share. eDreams ODIGEO, S.A owns 11,986,924 shares valued at €6.99 each and the remaining 76,467 shares are owned by eDreams International Network, S.L valued at €8.73 each.

The treasury shares have been fully paid.

Other Acquisitions

Other share acquisitions primarily relate to the 2,649,006 own shares the Group purchased from Permira in the related party transaction carried out in the context of the Placement (see note 2.4), at a price of €7.55 per share on 27th March 2025. The total amount paid was €20.0 million. The associated costs have been registered against equity and amounted to €24 thousand.

The remaining acquisitions are mostly due to additional transactions with related parties (see note 29.1).

22.5. Foreign Currency Translation Reserve

The foreign currency translation reserve corresponds to the net amount of the exchange differences arising from the translation of the financial statements of eDreams, L.L.C., ODIGEO Hungary, Kft., GEO Travel Pacific, Pty. Ltd., Travellink, A.B. and eDreams Gibraltar Ltd. since they are denominated in currencies other than the Euro.

23. Share-based compensation

23.1. 2016 Long-Term Incentive Plan

On 20th July 2016, the Board of Directors decided to implement a long-term incentive plan ("2016 LTIP") for key executives and other employees of the Group with a view to incentivise them to continue improving the Group's results and retaining and motivating key personnel.

During the year ended 31st March 2021, the Company observed that there were significant potential rights pending to be allotted under the 2016 LTIP. As a result, on 23rd March 2021, the Board of Directors agreed to extend and adjust the 2016 LTIP by creating four additional tranches and extending its duration, intending to include new individuals that previously were not beneficiaries of the 2016 LTIP and continue incentivising and retaining its personnel.

The 2016 LTIP lasts for eight years and vests between August 2018 and February 2026 based on financial results. The exercise price of the rights is €0.

The 2016 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the scheme is linked to stringent financial and strategic objectives.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Tranche, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

Future deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 31st March 2025, 9,261,064 Potential Rights (excl. forfeited rights) have been granted since the beginning of the plan under the 2016 LTIP (9,373,582 Potential Rights at 31st March 2024), of which 1,461,363 Potential Rights (the Seventh Tranche) is outstanding.

The First, Second, Third, Fourth, Fifth and the Sixth Tranche, for which 7,799,701 rights (excl. forfeited rights) have been granted since the beginning of the 2016 LTIP, have been closed and a total of 6,811,957 shares has been delivered.

The following deliveries have been made during the year ended 31st March 2025:

- 188,830 gross shares in October 2024 (the Sixth Tranche, First Delivery). Shares delivered to the beneficiaries corresponded to 111,933 net shares and 76,897 shares withheld for tax purposes. Exceptionally for this delivery, the settlement with a few employees was made in cash. The Group accounted for these transactions under modification accounting (see note 4.10). The incremental fair value at the modification date amounted to €4 thousand and was accounted for as a higher expense in equity. The previous valuation of these individual plans was reclassified from equity to liability amounting to €544 thousand, which has since been settled.

- 270,257 gross shares in November 2024 (the Sixth Tranche, Second Delivery). Shares delivered to the beneficiaries corresponded to 153,317 net shares and 116,940 shares withheld for tax purposes.

- 270,213 gross shares in February 2025 (the Sixth Tranche, Third Delivery). Shares delivered to the beneficiaries corresponded to 153,926 net shares and 116,287 shares withheld for tax purposes.

- The deliveries made during the year ended 31st March 2024 were:

- 27,527 gross shares in August 2023 (the Fifth Tranche, First Delivery). Shares delivered to the beneficiaries corresponded to 15,873 net shares and 11,654 shares withheld for tax purposes.

- 27,527 gross shares in November 2023 (the Fifth Tranche, Second Delivery). Shares delivered to the beneficiaries corresponded to 15,873 net shares and 11,654 shares withheld for tax purposes.

- 27,526 gross shares in February 2024 (the Fifth Tranche, Third Delivery). Shares delivered to the beneficiaries corresponded to 15,983 net shares and 11,543 shares withheld for tax purposes.

The Group pays the corresponding tax on behalf of the beneficiaries but it does not sell any shares for this purpose.

Since the beginning of the fiscal year 2023, the withholding tax on the deliveries has been paid by the Company's means. The shares withheld are no longer sold for tax purposes and are kept within the stock of Treasury shares held by the Company.

The impact of the withholding tax on the deliveries is accounted for against equity and has amounted to a loss of €2,266 thousand and €232 thousand in the years ended 31st March 2025 and 31st March 2024.

The outstanding 2016 LTIP continues to be classified as an equity-settled share-based payment.

The movement of the Potential Rights during the years ended 31st March 2025 and 31st March 2024 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2016 LTIP Potential Rights - 31st March 2023	**4,675,628**	**4,675,628**	**9,351,256**	**2,535,676**	**3,464,401**	**6,000,077**
Potential Rights forfeited	(10,000)	(10,000)	(20,000)	—	—	—
Additional Potential Rights granted	21,163	21,163	42,326	—	—	—
Shares delivered	—	—	—	41,290	41,290	82,580
2016 LTIP Potential Rights - 31st March 2024	**4,686,791**	**4,686,791**	**9,373,582**	**2,576,966**	**3,505,691**	**6,082,657**
Potential Rights forfeited	(56,259)	(56,259)	(112,518)	—	—	—
Additional Potential Rights granted	—	—	—	—	—	—
Shares delivered	—	—	—	333,778	395,522	729,300
2016 LTIP Potential Rights - 31st March 2025	**4,630,532**	**4,630,532**	**9,261,064**	**2,910,744**	**3,901,213**	**6,811,957**

In the year ended 31st March 2025, the Group has not granted any new potential PSR rights or RSU rights.

The cost of the 2016 LTIP has been recorded in the consolidated income statement (personnel expenses, see note 10.1) and against equity (included in equity-settled share based payments, see note 22.3), amounting to €3.5 million and €4.2 million for the years ended 31st March 2025 and 31st March 2024, respectively.

23.2. 2019 Long-Term Incentive Plan

On 19th June 2019, the Board of Directors of the Company approved a long-term incentive plan ("2019 LTIP") to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

The 2019 LTIP lasts for four years and is designed to vest around financial results publications between August 2022 and February 2026. The exercise price of the rights is €0. The Group delivers to the beneficiaries the Incentive Shares net of withholding tax.

The 2019 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative periods.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Award, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

Future deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 31st March 2025, 8,375,510 Potential Rights (excl. forfeited rights) have been granted since the beginning of the plan under the 2019 LTIP (8,586,436 Potential Rights as at 31st March 2024), of which 1,666,584 Potential Rights (the Fourth Award) is outstanding.

The First, Second and the Third Award, for which 6,708,926 rights (excl. forfeited rights) have been granted since the beginning of the 2019 LTIP, have been closed and a total of 6,596,224 shares have been delivered.

The following deliveries have been made during the year ended 31st March 2025:

- 618,498 gross shares in October 2024 (the Third Award, First Delivery). Shares delivered to the beneficiaries corresponded to 419,740 net shares and 198,758 shares withheld for tax purposes. Exceptionally for this delivery, the settlement with a few employees was made in cash. The Group accounted for these transactions under modification accounting (see note 4.10). The incremental fair value at modification date has amounted to €24 thousand and was accounted for as a higher expense in equity. The previous valuation of these individual plans were reclassified from equity to liability amounting to €647 thousand, which has since been settled.

- 696,512 gross shares in November 2024 (the Third Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 465,363 net shares and 231,149 shares withheld for tax purposes.

- 697,610 gross shares in February 2025 (the Third Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 469,398 net shares and 228,212 shares withheld for tax purposes.

The deliveries made during the year ended 31st March 2024 were:

- 1,062,538 gross shares in August 2023 (the Second Award, First Delivery). Shares delivered to the beneficiaries corresponded to 685,062 net shares and 377,476 shares withheld for tax purposes.

- 1,075,736 gross shares in November 2023 (the Second Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 684,980 net shares and 390,756 shares withheld for tax purposes.

- 1,054,611 gross shares in February 2024 (the Second Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 684,729 net shares and 369,882 shares withheld for tax purposes.

The Group pays the corresponding tax on behalf of the beneficiaries but does not sell any shares for this purpose. The impact of the withholding tax on the deliveries is accounted for against equity and has amounted to a loss of €4,779 thousand and €7,562 thousand in the years ended 31st March 2025 and 31st March 2024.

The outstanding 2019 LTIP continues to be classified as an equity-settled share-based payment.

The movement of the Potential Rights during the years ended 31st March 2025 and 31st March 2024 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2019 LTIP Potential Rights - 31st March 2023	**3,850,627**	**3,850,627**	**7,701,254**	**663,356**	**727,363**	**1,390,719**
Potential Rights forfeited	(66,095)	(66,095)	(132,190)	—	—	—
Additional Potential Rights granted	508,686	508,686	1,017,372	—	—	—
Shares delivered	—	—	—	1,590,675	1,602,210	3,192,885
2019 LTIP Potential Rights - 31st March 2024	**4,293,218**	**4,293,218**	**8,586,436**	**2,254,031**	**2,329,573**	**4,583,604**
Potential Rights forfeited	(135,584)	(135,584)	(271,168)	—	—	—
Additional Potential Rights granted	30,121	30,121	60,242	—	—	—
Shares delivered	—	—	—	987,732	1,024,888	2,012,620
2019 LTIP Potential Rights - 31st March 2025	**4,187,755**	**4,187,755**	**8,375,510**	**3,241,763**	**3,354,461**	**6,596,224**

An average market value of €6.67 per share was used to value additional potential rights granted during the year ended 31st March 2025, with most of these rights granted on 2nd April 2024. The probability of compliance with conditions has been estimated at 94% for PSRs and 98% for RSUs.

The cost of the 2019 LTIP has been recorded in the consolidated income statement (personnel expenses, see note 10.1) and against equity (included in equity-settled share based payments, see note 22.3), amounting to €6.9 million and €10.1 million for the years ended 31st March 2025 and 31st March 2024, respectively.

23.3. 2022 Long-Term Incentive Plan

On 16th August 2022, the Board of Directors of the Company approved a new long-term incentive plan ("2022 LTIP") to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

The 2022 LTIP lasts for four years and is designed to vest around financial results publications between August 2026 and February 2030. The exercise price of the rights is €0. The Group will deliver to the beneficiaries the Incentive Shares net of withholding tax.

The 2022 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative periods.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Award, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

Future deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 31st March 2025, 5,891,844 Potential Rights (excl. forfeited rights) have been granted since the beginning of the plan under the 2022 LTIP (2,752,800 Potential Rights as at 31st March 2024), and no shares have been delivered yet.

No withholding tax impact has been registered in equity in the years ended 31st March 2025 and 31st March 2024, as no deliveries of shares have been made in these periods.

The 2022 outstanding LTIP is classified as an equity-settled share-based payment.

The movement of the Potential Rights during the years ended 31st March 2025 and 31st March 2024 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2022 LTIP Potential Rights - 31st March 2023	**—**	**—**	**—**	**—**	**—**	**—**
Potential Rights forfeited	—	—	—	—	—	—
Additional Potential Rights granted	1,376,400	1,376,400	2,752,800	—	—	—
Shares delivered	—	—	—	—	—	—
2022 LTIP Potential Rights - 31st March 2024	**1,376,400**	**1,376,400**	**2,752,800**	**—**	**—**	**—**
Potential Rights forfeited	(75,590)	(75,590)	(151,180)	—	—	—
Additional Potential Rights granted	1,645,112	1,645,112	3,290,224	—	—	—
Shares delivered	—	—	—	—	—	—
2022 LTIP Potential Rights - 31st March 2025	**2,945,922**	**2,945,922**	**5,891,844**	**—**	**—**	**—**

An average market value of €6.73 per share was used to value additional potential rights granted during the year ended 31st March 2025, with most of these rights granted on 24th July 2024. The probability of compliance with conditions has been estimated at 74% for PSRs and 80% for RSUs.

The cost of the 2022 LTIP has been recorded in the consolidated income statement (personnel expenses, see note 10.1) and against equity (included in equity-settled share based payments, see note 22.3), amounting to €8.0 million and €2.5 million for the years ended 31st March 2025 and 31st March 2024, respectively.

24. Financial liabilities

The Group debt and other financial liabilities at 31st March 2025 and 31st March 2024 are as follows:

	31st March 2025			31st March 2024		
	Current	Non-Current	Total	Current	Non-Current	Total
			(Thousands of euros)			
2027 Notes - Principal	—	375,000	375,000	—	375,000	375,000
2027 Notes - Financing fees capitalised	—	(3,326)	(3,326)	—	(4,645)	(4,645)
2027 Notes - Accrued interest	4,297	—	4,297	4,297	—	4,297
Total Senior Notes	**4,297**	**371,674**	**375,971**	**4,297**	**370,355**	**374,652**
SSRCF - Principal	—	—	—	—	—	—
SSRCF - Financing fees capitalised	—	—	—	—	—	—
SSRCF - Accrued interest	—	—	—	—	—	—
SSRCF - Bank facilities and bank overdrafts	—	—	—	—	—	—
Total SSRCF - Bank facilities and bank overdrafts	**—**	**—**	**—**	**—**	**—**	**—**
Lease liabilities	1,822	1,539	3,361	2,742	3,243	5,985
Other financial liabilities	1,793	—	1,793	2,327	—	2,327
Total other financial liabilities	**3,615**	**1,539**	**5,154**	**5,069**	**3,243**	**8,312**
Total financial liabilities	**7,912**	**373,213**	**381,125**	**9,366**	**373,598**	**382,964**

Senior Notes – 2027 Notes

On 2nd February 2022, eDreams ODIGEO, S.A. issued €375.0 million 5.50% Senior Secured Notes with a maturity date of 15th July 2027 ("the 2027 Notes").

The transaction costs of the issuance of the 2027 Notes were capitalised for a total amount of €7.2 million of which €1.3 million was amortised during the year ended 31st March 2025 (€1.2 million amortised for the year ended 31st March 2024). These transaction costs will be amortised during the life of the debt.

The 2027 Notes have been admitted to the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF Market of the Luxembourg Stock Exchange.

The obligations under the 2027 Notes and the SSRCF are guaranteed by certain of the Company's subsidiaries and secured by certain assets of the Company (see note 28).

Government Sponsored Loan Due 2023

The Government sponsored loan, guaranteed by the Spanish Official Credit Institute, for a principal amount of €15.0 million and an interest rate equivalent to the EURIBOR benchmark rate plus a margin of 2.75% was fully paid during prior fiscal year. The last repayment was done on 30th June 2023.

Consequently, no impact related to this loan is presented in the financial statements for the year ended 31st March 2025. The financial statements for the year ended 31st March 2024 included €0.1 million of the related interest accrued (see note 13) and a repayment of principal (€3.8 million) and interest (€0.1 million) presented within the consolidated cash flows statement.

For this Government sponsored loan obtained, a real first-lien pledge on the brand "eDreams" was constituted. The associated real lien pledge was cancelled during August 2023.

Super Senior Revolving Credit Facility

On 4th October 2016, the Group refinanced its Super Senior Revolving Credit Facility ("the SSRCF"), increasing the size to €147.0 million from the previous €130.0 million, and gaining significant flexibility as well versus the previous terms.

In May 2017, the Group obtained the modification of the SSRCF from 4th October 2016 increasing the commitment by €10.0 million to a total of €157.0 million.

In September 2018, the Group obtained another modification of the SSRCF increasing the commitment to €175.0 million, and extending its maturity until September 2023.

The SSRCF was amended on 2nd February 2022, increasing the commitment to €180.0 million and extending its maturity until 15th January 2027.

The Group considers that this amendment was a modification of debt not substantially different, as the net present value of the cash flows under the new terms (including fees paid) discounted at the original effective interest rate was less than 10% different from the discounted present value of the remaining cash flows of the original SSRCF.

The interest rate of the modified SSRCF is the benchmark rate (EURIBOR) plus a margin of 3.25% (previously, 3.00%). Though at any time after 2nd May 2022, and subject to certain covenant conditions, the margin may decrease to be between 3.25% and 2.25%.

In addition to the increased commitment and extended maturity until 15th January 2027, the amended SSRCF also provides improved conditions regarding the Financial Covenant.

The amended SSRCF contains financial covenants that require the Group to ensure that the ratio of Gross Financial Indebtedness as at the end of each testing period to Cash EBITDA (previously, Adjusted EBITDA) as adjusted by the financial covenant definition (the "Adjusted Gross Leverage Financial Covenant") does not exceed 6.00.

The first testing period in respect of which the Adjusted Gross Leverage Financial Covenant could have been tested was the testing period ended on 30th September 2022. The Adjusted Gross Leverage Financial Covenant is only tested in respect of a testing period if, on the last day of such testing period, the aggregate principal amount of outstanding loans (excluding any outstandings under any letter of credit or bank guarantee) exceeds 40% (previously 30%) of the total commitments under the Super Senior Facilities Agreement. As at 31st March 2025 the Adjusted Gross Leverage Financial Covenant did not need to be tested as the SSRCF drawn amount (Principal and Bank facilities) was under the 40% limit.

In the event of a breach of the gross leverage covenant when tested, in the absence of an exemption, an event of default would occur under the SSRCF and lenders required under the SSRCF could accelerate all loans and terminate all commitments under it.

If loans under the SSRCF were to be accelerated, then the necessary majority of holders of the €375.0 million 2027 Notes could accelerate those bonds.

The overall net balance of the withdrawn SSRCF amount and the related financing fees is a debit balance, therefore the SSRCF financing fees capitalised are classified within current financial assets amounting to €1.8 million as at 31st March 2025 (€2.7 million as at 31st March 2024).

The Group has converted €64.0 million from its SSRCF into ancillaries to SSRCF with certain banks and €35.3 million into a facility specific for guarantees (€75.0 million and €20.2 million as at 31st March 2024, respectively). The increase in guarantees is explained in note 28.

See below the detail of cash available under the SSRCF:

	31st March 2025	31st March 2024
	(Thousands of euros)	
SSRCF total amount	180,000	180,000
Guarantees drawn under SSRCF	(34,341)	(14,207)
Drawn under SSRCF	—	—
Ancillaries to SSRCF drawn	—	—
Remaining undrawn amount under SSRCF	**145,659**	**165,793**
Undrawn amount specific for guarantees	(959)	(6,000)
Remaining cash available under SSRCF	**144,700**	**159,793**

Lease Liabilities

Lease liabilities includes the financial liability for the office leases under IFRS 16 Leases for an amount of €2.4 million as at 31st March 2025 (€4.1 million as at 31st March 2024) and hardware leases for an amount of €1.0 million as at 31st March 2025 (€1.9 million as at 31st March 2024).

The leased assets gross value and accumulated amortisation are detailed in note 17.

The maturity of contractual undiscounted cash flows for leasings is the following:

	31st March 2025	31st March 2024
	(Thousands of euros)	
Less than one year	1,903	2,908
One to two years	823	1,858
Two to three years	329	793
Three to four years	305	304
More than four years	152	435
Total undiscounted lease liabilities	**3,512**	**6,298**
Discounting impact (unaccrued interests)	(151)	(313)
Total Lease liabilities	**3,361**	**5,985**

The lease agreements for the Group's offices include extension and termination options, which provide flexibility to the Group. The Group has termination options with notice periods between 3 to 6 months.

The Group has included in the measurement of the lease liability the future cash flows for the periods it estimates that it will keep the contracts. However, for some of the lease contracts, the Group has extension options for additional periods, which can be freely exercised by the Group only, at any time. These extension options have not been considered in the value of the lease liability since the Group does not have reasonable certainty that it will exercise these options. Future cash flows of these options have been estimated at €2.5 million (undiscounted).

The decrease in total lease liabilities as at 31st March 2025 is mainly due to the payments made during the year of €3.0 million, offset by the modifications considered for certain office lease contracts amounting to €0.2 million and the accrual of interest of €0.2 million.

The amounts paid during the year related to leasings are as follows:

	31st March 2025	31st March 2024
	(Thousands of euros)	
Principal	2,791	2,507
Interests	185	252
Total cash outflow for leases	**2,976**	**2,759**

The Group has not recorded expenses for variable payments that are not included in the initial measurement of the lease liability. Likewise, it has not recorded expenses for short-term or low-value leases given that the Group does not have contracts that meet these characteristics.

Other Financial Liabilities

Other financial liabilities mainly include the liability for customer tax refunds amounting to €1.8 million and €2.3 million as at 31st March 2025 and 31st March 2024, respectively.

The Group has no financing agreements with its suppliers.

24.1. Debt by Maturity Date

The maturity date of the financial liabilities based on undiscounted payments as at 31st March 2025 is as follows:

	<1 year	1 to 2 years	2 to 3 years	3 to 4 years	>4 years	Total
			(Thousands of euros)			
2027 Notes - Principal	—	—	375,000	—	—	375,000
2027 Notes - Accrued interest	4,297	—	—	—	—	4,297
Total Senior Notes	**4,297**	**—**	**375,000**	**—**	**—**	**379,297**
SSRCF - Principal	—	—	—	—	—	—
SSRCF - Accrued interest	—	—	—	—	—	—
SSRCF - Bank facilities and bank overdrafts	—	—	—	—	—	—
Total SSRCF - Bank facilities and bank overdrafts	**—**	**—**	**—**	**—**	**—**	**—**
Lease liabilities	1,903	823	329	305	152	3,512
Other financial liabilities	1,793	—	—	—	—	1,793
Total other financial liabilities	**3,696**	**823**	**329**	**305**	**152**	**5,305**
Trade payables	289,473	—	—	—	—	289,473
Employee-related payables	13,052	—	—	—	—	13,052
Total trade and other payables (see note 26)	**302,525**	**—**	**—**	**—**	**—**	**302,525**
Total	**310,518**	**823**	**375,329**	**305**	**152**	**687,127**

The maturity date of the financial liabilities based on undiscounted payments as at 31st March 2024 was as follows:

	<1 year	1 to 2 years	2 to 3 years	3 to 4 years	>4 years	Total
			(Thousands of euros)			
2027 Notes - Principal	—	—	—	375,000	—	375,000
2027 Notes - Accrued interest	4,297	—	—	—	—	4,297
Total Senior Notes	4,297	—	—	375,000	—	379,297
SSRCF - Principal	—	—	—	—	—	—
SSRCF - Accrued interest	—	—	—	—	—	—
SSRCF - Bank facilities and bank overdrafts	—	—	—	—	—	—

	<1 year	1 to 2 years	2 to 3 years	3 to 4 years	>4 years	Total
	(Thousands of euros)					
Total SSRCF - Bank facilities and bank overdrafts	—	—	—	—	—	—
Lease liabilities	2,908	1,858	793	304	435	6,298
Other financial liabilities	2,327	—	—	—	—	2,327
Total other financial liabilities	**5,235**	**1,858**	**793**	**304**	**435**	**8,625**
Trade payables	306,697	—	—	—	—	306,697
Employee-related payables	11,198	—	—	—	—	11,198
Total trade and other payables (see note 26)	317,895	—	—	—	—	317,895
Total	**327,427**	**1,858**	**793**	**375,304**	**435**	**705,817**

24.2. Fair Value Measurement of Debt

	31st March 2025			
		Fair value		
	Total net book value of the class	Level 1: Quoted prices and cash	Level 2: Internal model using observable factors	Level 3: Internal model using non-observable factors
	(Thousands of euros)			
Balance sheet headings and classes of instruments:				
Cash and cash equivalents	76,882	76,882		
2027 Notes	375,971		380,489	
SSRCF - Bank facilities and bank overdrafts	—	—		

	31st March 2024			
		Fair value		
	Total net book value of the class	Level 1: Quoted prices and cash	Level 2: Internal model using observable factors	Level 3: Internal model using non-observable factors
	(Thousands of euros)			
Balance sheet headings and classes of instruments:				
Cash and cash equivalents	91,205	91,205		
2027 Notes	374,652		375,351	
SSRCF - Bank facilities and bank overdrafts	—	—		

The book value of current loans and receivables, trade and other receivables and trade and other payables is approximately their fair value.

Valuation Techniques and Assumptions Applied for the Purposes of Measuring Fair Value

The fair values of financial assets and liabilities are determined as follows:

- The fair values of financial assets and liabilities with standard terms and conditions and traded on active liquid markets are determined with reference to quoted market prices (includes listed redeemable notes, bills of exchange, debentures and perpetual notes).

- The fair values of other financial assets and liabilities (excluding those described above) are determined in accordance with generally accepted pricing models based on discounted cash-flow analysis.

The market value of financial assets and liabilities measured at fair value in the consolidated statement of financial position shown in the table above has been ranked based on the three hierarchy levels defined by IFRS 13:

- Level 1: quoted price in active markets;
- Level 2: inputs observable directly or indirectly;
- Level 3: inputs not based on observable market data.

24.3. Changes in Liabilities Arising from Financing Activities

The reconciliation showing the changes in liabilities arising from financing activities from 31st March 2024 until 31st March 2025 is as follows:

	31st March 2024	Cash flows	P&L accrual	Others	31st March 2025
			(Thousands of euros)		
2027 Notes - Principal	375,000	—	—	—	375,000
2027 Notes - Financing fees capitalised	(4,645)	—	1,319	—	(3,326)
2027 Notes - Accrued interest	4,297	(20,625)	20,625	—	4,297
Total Senior Notes	**374,652**	**(20,625)**	**21,944**	**—**	**375,971**
SSRCF - Principal	—	—	—	—	—
SSRCF - Financing fees capitalised (*)	(2,695)	—	933	—	(1,762)
SSRCF - Accrued interest	—	—	—	—	—
SSRCF - Bank facilities and bank overdrafts	—	(19)	19	—	—
Total SSRCF - Bank facilities and bank overdrafts	**(2,695)**	**(19)**	**952**	**—**	**(1,762)**
Lease liabilities	5,985	(2,976)	185	167	3,361
Other financial liabilities	2,327	—	—	(534)	1,793
Total other financial liabilities	**8,312**	**(2,976)**	**185**	**(367)**	**5,154**
Total financial liabilities	**380,269**	**(23,620)**	**23,081**	**(367)**	**379,363**
Other payables related to financial liabilities (**)	888	(2,422)	2,648	—	1,114
Other treasury shares-related	—	(80,332)	—	80,332	—
Total others	**888**	**(82,754)**	**2,648**	**80,332**	**1,114**
Total financing activities	**381,157**	**(106,374)**	**25,729**	**79,965**	**380,477**

(*) The SSRCF financing fees capitalised are classified within current financial assets.

(**) Opening balance updated for reconciliation alignment for presentational purposes only - no impact on financial statements.

The Cash Flows Statement caption "Reimbursement of borrowings" contains the lease liabilities principal repayment of €2.8 million. In the previous table, the cash flows shown for the lease liabilities include the interest payments of €0.2 million (see note 24 Lease liabilities).

No additional drawdowns of SSRCF have been made during the year ended 31st March 2025, as reflected per the Cash Flows Statement.

The Cash Flows Statement caption "Interest paid" contains €20.6 million of interest paid on the 2027 Notes and €0.2 million of interest paid on leases; totalling €20.8 million.

The amounts shown in the column "Others" in the reconciliation table correspond mainly to:

- The net effect of the modifications to the lease agreements of €0.2 million (see note 17);
- The total amount paid on the treasury shares acquisition (€80.3 million) is detailed in note 22.4, of which €79.9 million corresponds to the acquisition of treasury shares and €0.4 million to the associated

transaction costs paid. This amount is included in the Cash Flows Statement and has been booked in Equity; and

- The tax refund movement of €0.5 million.

The reconciliation showing the changes in liabilities arising from financing activities from 31st March 2023 until 31st March 2024 is as follows:

	31st March 2023	Cash flows	P&L accrual	Others	31st March 2024
			(Thousands of euros)		
2027 Notes - Principal	375,000	—	—	—	375,000
2027 Notes - Financing fees capitalised	(5,889)	—	1,244	—	(4,645)
2027 Notes - Accrued interest	4,297	(20,625)	20,625	—	4,297
Total Senior Notes	**373,408**	**(20,625)**	**21,869**	**—**	**374,652**
Government sponsored loan - Principal	3,750	(3,750)	—	—	—
Government sponsored loan - Financing fees capitalised	(17)	—	17	—	—
Government sponsored loan - Accrued interest	49	(100)	51	—	—
Total Government sponsored loan	**3,782**	**(3,850)**	**68**	**—**	**—**
SSRCF - Principal	—	—	—	—	—
SSRCF - Financing fees capitalised	(3,594)	—	899	—	(2,695)
SSRCF - Accrued interest	—	—	—	—	—
SSRCF - Bank facilities and bank overdrafts	3,883	(181)	181	(3,883)	—
Total SSRCF - Bank facilities and bank overdrafts	**289**	**(181)**	**1,080**	**(3,883)**	**(2,695)**
Lease liabilities	8,225	(2,759)	254	265	5,985
Other financial liabilities	2,559	—	—	(232)	2,327
Total other financial liabilities	**10,784**	**(2,759)**	**254**	**33**	**8,312**
Total financial liabilities	**388,263**	**(27,415)**	**23,271**	**(3,850)**	**380,269**
Other payables related to financial liabilities	5,854	(2,306)	2,513	(8)	6,053
Other treasury shares-related	—	(1,676)	—	1,676	—
Total others	**5,854**	**(3,982)**	**2,513**	**1,668**	**6,053**
Total financing activities	**394,117**	**(31,397)**	**25,784**	**(2,182)**	**386,322**

The Cash Flows Statement caption "Reimbursement of borrowings" contained the Government sponsored loan repayment of €3.8 million and the lease liabilities principal repayment of €2.5 million. In the previous table, the cash flows shown for the lease liabilities included principal interest payments of €0.3 million (see note 24 Lease liabilities).

No additional drawdowns of SSRCF were made during the year ended 31st March 2024, as reflected per the Cash Flows Statement.

The Cash Flows Statement caption "Interest paid" contained €20.6 million of interest paid on the 2027 Notes, €0.1 million of interest paid on the Government sponsored loan, €0.2 million of interest paid on the bank facilities and bank overdrafts and €0.3 million of interest paid on leases; totalling €21.2 million.

The amounts shown in the column "Others" in the reconciliation table correspond mainly to:

- The variation of bank facilities and bank overdrafts of €3.9 million;

- The net effect of the modifications and additions to the lease agreements of €0.2 million (see note 17);

- The total amount paid under the share buy-back programme amounted to €1.7 million, of which €1.7 million corresponded to the acquisition of treasury shares and €2 thousand to the transaction costs associated, that is included in the Cash Flows Statement but it was booked in Equity during the year ended 31st March 2024; and

- The tax refund movement of €0.2 million.

25. Provisions

	31st March 2024	Utilisation	Reversal	Increase	Reclass	31st March 2025
			(Thousands of euros)			
Provision for tax risks	1,337		—	136	—	1,473
Provision for pensions and other post employment benefits	607	(129)	—	315	—	793
Total non-current provisions	**1,944**	**(129)**	**—**	**451**	**—**	**2,266**
Provision for litigation risks	2,952	(568)	(1,124)	4,718	—	5,978
Provision for pensions and other post employment benefits	71	—	—	105	—	176
Provision for operating risks and others	9,266	(9,310)	(1,501)	9,700	—	8,155
Total current provisions	**12,289**	**(9,878)**	**(2,625)**	**14,523**	**—**	**14,309**

As at 31st March 2025 the Group has a provision of €1.5 million for tax risks (€1.3 million as at 31st March 2024). In certain cases, the Group applied a tax treatment, which, if challenged by the tax authorities, may probably result in a cash outflow (see note 30).

The "Provision for litigation risks" as at 31st March 2025 includes customer related litigations, as well as legal litigations mostly explained in notes 30.12 and 30.13.

"Provisions for operating risks and others" mainly includes the provision for chargebacks and the provision related to the services of Cancellation for any reason and Flexiticket.

Chargebacks are payments rejected by customers for amounts collected by the Group or fraud attacks in relation to the booking of travel services. The provision for chargebacks amounted to €4.5 million as at 31st March 2025 (€5.0 million as at 31st March 2024). The provision covers the risk of future cash outflows for amounts that have been collected but that may result in a payment if the customer executes a chargeback. The provision is only for the part of the amount that the Group will not recover from the travel supplier.

The services of Cancellation for any reason and Flexiticket allow the customer to cancel or modify without cost their flight Bookings if they pay an additional fee at the time of booking. The provision covers the payment obligation of the Group towards the customers that have contracted this service and that execute their right to cancellation or modification. The provision for the service of Cancellation for any reason and Flexiticket is €3.6 million as at 31st March 2025 (€4.3 million as at 31st March 2024).

26. Trade and other payables

	31st March 2025	31st March 2024
	(Thousands of euros)	
Trade payables	289,473	306,697
Employee-related payables	13,052	11,198
Total trade and other current payables	**302,525**	**317,895**

The decrease in trade payables is mostly due to a decrease in the average basket value.

As at 31st March 2025 and 31st March 2024 employee-related payables correspond mainly to the accrual of the yearly annual bonus. This increase is mainly related to the growth in the number of employees (see note 10.2).

26.1. Information on Average Payment Period to Suppliers

Pursuant to the Spanish legislation in force[(1)], the disclosure on the average period of payment to trade suppliers as of 31st March 2025 and 31st March 2024 for the Spanish subsidiaries is set forth in the table below:

	Year Ended 31st March 2025	Year Ended 31st March 2024
Number of days		
Average period of payment to trade suppliers (2)	21	38
Ratio of transactions paid (3)	21	37
Ratio of outstanding payments (4)	19	53
Thousands of euros		
Total transactions paid	1,707,655	635,568
Total outstanding payments	81,597	48,608
Monetary volume of invoices paid in a period less than the maximum established in the delinquency regulations	1,560,347	472,593
Percentage that payments less than said maximum represent over the total payments made	91%	74%
Number of invoices		
Total invoices paid in a period less than the maximum established in the regulation	5,950	8,765
Percentage of total invoices	70%	78%

(1) As at 19th October 2022, Law 18/2022, of 28th September, came into force on the creation and growth of companies, which modifies the third additional provision of Law 15/2010. The new standard establishes the obligation to publish in annual accounts, in addition to the information already required, the monetary volume and number of invoices paid in a period less than the maximum established in the delinquency regulations, and the percentage they represent of the total number of invoices and on the total monetary payments to suppliers.

(2) ((Ratio of transactions paid * total transactions paid) + (Ratio of outstanding payments * total outstanding payments)) / (Total transactions paid + Total outstanding payments).

(3) Sum of (Number of days of payment * amounts of the transactions paid) / Total transactions paid.

(4) Sum of (Number of days outstanding * amounts of the transactions payable) / Total outstanding payments.

27. Deferred revenue

	31st March 2025	31st March 2024
	(Thousands of euros)	
Prime	187,000	140,250
Cancellation for any reason and Flexiticket	5,562	6,223
Other deferred revenue	1,241	226
Total deferred revenue – current	**193,803**	**146,699**

All deferred revenue of the Group relates to contracts with customers.

The deferred revenue on Prime corresponds to the Prime fee collected and pending to be accrued. The increase during the period is mainly due to the increase in Prime members from 5.8 million as at 31st March 2024 to 7.3 million as at 31st March 2025, due to the strategy of the Group to focus on Prime.

During the year ended 31st March 2024 the Group changed the estimation regarding the recognition of the Prime subscription fees, going from an estimation based on usage on bookings to a gradual recognition over the life of the subscription (see note 7).

The deferred revenue on the service of Cancellation for any reason and Flexiticket corresponds to the amounts collected for these products and pending to be accrued.

The following table shows how much of the revenue recognised in the current reporting period relates to carried-forward contract liabilities from previous year-end:

	Year Ended 31st March 2025	Year Ended 31st March 2024
	(Thousands of euros)	
Prime	140,250	114,629
Cancellation for any reason and Flexiticket	6,223	6,435
Other deferred revenue	226	243
Total	**146,699**	**121,307**

28. Off-balance sheet commitments

	31st March 2025	31st March 2024
	(Thousands of euros)	
Guarantees to package travel	15,592	10,000
Other guarantees	18,946	4,414
Total off-balance sheet commitments	**34,538**	**14,414**

Guarantees to package travel are guarantees required in certain regions to sell packages of travel services. The increase is mainly driven by the establishment of a €4.2 million guarantee in the UK.

Other guarantees mainly include guarantees related with appeals presented in front of the Italian and Spanish tax authorities, with the main variation during the year ended 31st March 2025 being attributed to the guarantee constituted in favour of the Spanish tax authorities (see note 30.10).

As at 31st March 2025, from the total amount of guarantees included in the detail above, €34.3 million has been issued under the SSRCF (€14.2 million as at 31st March 2024), see note 24.

All the shares held by eDreams ODIGEO, S.A. in Opodo Ltd. as well as the receivables under certain intra-group funding loans made by eDreams ODIGEO, S.A., have been pledged in favour of the holders of the 2027 Notes and the secured parties under the Group's SSRCF dated 2nd February 2022 (see note 24).

29. Transactions and balances with related parties

There have been no transactions with related parties during the years ended 31st March 2025 and 31st March 2024 and no balances with related parties as at 31st March 2025 and 31st March 2024, other than those detailed below.

29.1. Key Management

The compensation accrued by the key management of the Group (CSM: "CEO Staff Members", plus the Director of Internal Audit and General Counsel) during the years ended 31st March 2025 and 31st March 2024 amounted to €6.6 million and €5.6 million, respectively.

The key management has also been granted since the beginning of the long-term incentive plans with 4,941,932 Potential Rights (excl. forfeited rights) of the 2016 LTIP, 3,995,597 Potential Rights (excl. forfeited rights) of the 2019 LTIP and 2,724,023 Potential Rights (excl. forfeited rights) of the 2022 LTIP as at 31st March 2025 (4,996,932 Potential Rights of the 2016 LTIP, 4,017,138 Potential Rights of the 2019 LTIP and 1,360,000 Potential Rights of the 2022 LTIP as at 31st March 2024) to acquire a certain number of shares of the parent company eDreams ODIGEO, S.A. at no cost.

The valuation of the rights of the 2016 LTIP amounts to €15.2 million of which €14.6 million have been accrued in equity as at 31st March 2025 since the beginning of the plan (€15.2 million of which €13.4 million had been accrued in equity as at 31st March 2024), see note 23.1.

The valuation of the rights of the 2019 LTIP amounts to €15.2 million of which €14.5 million have been accrued in equity as at 31st March 2025 since the beginning of the plan (€14.7 million of which €12.1 million had been accrued in equity as at 31st March 2024), see note 23.2.

The valuation of the rights of the 2022 LTIP amounts to €14.0 million of which €4.9 million have been accrued in equity as at 31st March 2025 since the beginning of the plan (€6.2 million of which €1.2 million had been accrued in equity as at 31st March 2024), see note 23.3.

As at 31st March 2025, there are outstanding pending to vest 635,000 Potential Rights under the 2016 LTIP, 739,847 Potential Rights under the 2019 LTIP and 2,724,023 Potential Rights under the 2022 LTIP.

Regarding the 2016 LTIP, the First, Second, Third, Fourth and Sixth Tranches, for which 4,306,932 rights have been granted since the beginning of the 2016 LTIP, have been closed and a total of 3,667,967 shares have been delivered.

The following deliveries have been made during the year ended 31st March 2025:

- 76,826 shares in October 2024 (the Sixth Tranche, First Delivery). Shares delivered to the beneficiaries corresponded to 43,552 net shares and 33,274 shares withheld for tax purposes. Exceptionally for this delivery, the settlement with some of the key executives was made in cash. The Group accounted for these transactions under modification accounting (see notes 4.10 and 23). The previous valuation of these individual plans was reclassified from equity to liability amounting to €339 thousand, which has since been settled.

- 127,531 shares in November 2024 (the Sixth Tranche, Second Delivery). Shares delivered to the beneficiaries corresponded to 67,459 net shares and 60,072 shares withheld for tax purposes.

- 127,528 shares in February 2025 (the Sixth Tranche, Third Delivery). Shares delivered to the beneficiaries corresponded to 68,334 net shares and 59,194 shares withheld for tax purposes.

No deliveries were made during the year ended 31st March 2024.

Regarding the 2019 LTIP, the First, Second and Third Award, for which 3,255,750 rights have been granted since the beginning of the 2019 LTIP, have been closed and a total of 3,194,123 shares have been delivered.

The following deliveries have been made during the year ended 31st March 2025:

- 292,976 shares in October 2024 (the Third Award, First Delivery). Shares delivered to the beneficiaries corresponded to 221,590 net shares and 71,386 shares withheld for tax purposes. Exceptionally for this delivery, the settlement with some of the key executives was made in cash. The Group accounted for these transactions under modification accounting (see notes 4.10 and 23). The previous valuation of these individual plans was reclassified from equity to liability amounting to €140 thousand, which has since been settled.

- 314,126 shares in November 2024 (the Third Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 237,208 net shares and 76,918 shares withheld for tax purposes.

- 314,126 shares in February 2025 (the Third Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 237,034 net shares and 77,092 shares withheld for tax purposes.

- The deliveries made during the year ended 31st March 2024 were:

- 472,060 shares in August 2023 (the Second Award, First Delivery). Shares delivered to the beneficiaries corresponded to 333,480 net shares and 138,580 shares withheld for tax purposes.

- 472,060 shares in November 2023 (the Second Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 327,773 net shares and 144,287 shares withheld for tax purposes.

- 472,056 shares in February 2024 (the Second Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 334,892 net shares and 137,164 shares withheld for tax purposes.

Regarding the 2022 LTIP, no shares have been delivered yet.

The Group has contracted a civil liability insurance scheme (D&O) for Directors and Managers with a yearly cost of €52 thousand.

Other

The Company acquired 500,000 treasury shares from a key manager through a block trade acquisition on 25th February 2025 at a price of €8.42 per share. The transaction was approved by the Board following a favourable report from the Audit Committee.

29.2. Board of Directors

During the year ended 31st March 2025 the independent members of the Board received a total remuneration for their mandate of €411 thousand (€315 thousand during the year ended 31st March 2024). See more details in the Annual Report on Corporate Governance for the year ended 31st March 2025 in section C1.

Some members of the Board are also members of the key management of the Group and, consequently, their remuneration has been accrued based on their executive services, not for their mandate as members of the Board and, therefore part of this information is included in the key management retribution section above.

Remuneration for management services during the years ended 31st March 2025 and 31st March 2024 amounted to €2.7 million and €2.2 million, respectively.

Executive Directors have also been granted since the beginning of the long-term incentive plans with 2,336,191 Potential Rights of the 2016 LTIP, 2,774,164 Potential Rights of the 2019 LTIP and 1,450,000 Potential Rights of the 2022 LTIP as at 31st March 2025 (2,336,191 Potential Rights of the 2016 LTIP, 2,774,164 Potential Rights of the 2019 LTIP and 725,000 Potential Rights of the 2022 LTIP as at 31st March 2024) to acquire a certain number of shares of the parent company eDreams ODIGEO, S.A. at no cost.

The valuation of these rights of the 2016 LTIP amounts to €5.8 million of which €5.8 million have been accrued in equity as at 31st March 2025 since the beginning of the plan (€5.8 million of which €5.8 million have been accrued in equity as at 31st March 2024), see note 23.1.

The valuation of the rights of the 2019 LTIP amounts to €10.7 million of which €10.0 million have been accrued in equity as at 31st March 2025 since the beginning of the plan (€10.3 million of which €8.1 million have been accrued in equity as at 31st March 2024), see note 23.2.

The valuation of the rights of the 2022 LTIP amounts to €7.4 million of which €2.6 million have been accrued in equity as at 31st March 2025 since the beginning of the plan (€3.3 million of which €0.7 million had been accrued in equity as at 31st March 2024), see note 23.3.

As at 31st March 2025, there are outstanding 725,000 Potential Rights under the 2019 LTIP and 1,450,000 Potential Rights under the 2022 LTIP pending to vest (none under the 2016 LTIP).

Regarding the 2016 LTIP, the First, Second and Third Tranche, for which 2,336,191 rights have been granted since the beginning of the 2016 LTIP, have been closed and a total of 1,970,799 shares have been delivered.

No deliveries have been made during the year ended 31st March 2025 nor during the year ended 31st March 2024.

Regarding the 2019 LTIP, the First, Second and Third Award, for which 2,049,164 rights have been granted since the beginning of the 2019 LTIP, have been closed and a total of 2,008,652 shares have been delivered.

The following deliveries have been made during the year ended 31st March 2025:

- 237,268 shares in October 2024 (the Third Award, First Delivery). Shares delivered to the beneficiaries corresponded to 176,828 net shares and 60,440 shares withheld for tax purposes.

- 237,268 shares in November 2024 (the Third Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 176,843 net shares and 60,425 shares withheld for tax purposes.

- 237,269 shares in February 2025 (the Third Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 176,770 net shares and 60,499 shares withheld for tax purposes.

The deliveries made during the year ended 31st March 2024 were:

- 254,420 shares in August 2023 (the Second Award, First Delivery). Shares delivered to the beneficiaries corresponded to 191,771 net shares and 62,649 shares withheld for tax purposes.

- 254,420 shares in November 2023 (the Second Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 191,631 net shares and 62,789 shares withheld for tax purposes.

- 254,418 shares in February 2024 (the Second Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 191,554 net shares and 62,864 shares withheld for tax purposes.

Regarding the 2022 LTIP, no shares have been delivered yet.

No other significant transactions have been carried out with any member of senior management or shareholder with a significant influence on the Group.

Neither the Company's directors nor any persons related to them were party to any conflicts of interest requiring disclosure in these notes pursuant to the provisions of article 229 of the consolidated text of the Spanish Corporate Enterprises Act.

29.3. Significant Shareholders

During the years ended 31st March 2025 and 31st March 2024, the shareholders did not carry out any significant transactions other than those mentioned in note 22.4 Other acquisitions.

30. Contingencies and provisions

30.1. Payroll Tax

The Group considers that there is a risk of assessment by tax authorities in respect of salary tax ("*taxe sur les salaires*") due by the French entity. The Company takes the view that only the salary cost of part of the French entity's headcount was subject to this salary tax, whereas the French tax authorities may take the view that the salary cost of all employees should have been included in the taxable basis. This contingency is estimated at €0.3 million as at 31st March 2025 (€0.6 million as at 31st March 2024). The Group believes that it has paid payroll taxes in accordance with French tax laws and regulations. Therefore, the Group considers that this risk is only possible, and not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025, except for an amount of €0.1 million which the Group considers the appropriate amount of underpaid salary tax (no change compared with 31st March 2024).

30.2. Retroactive Effect of the Migration to Spain for Spanish Tax

The Group considers that there is a risk of assessment by tax authorities in respect of the deduction for Spanish income tax of the tax losses generated by eDreams ODIGEO, S.A. ("the Company") in fiscal year 2021 prior to the effective date of the Company's redomiciliation from Luxembourg to Spain. The Spanish tax authorities may take the view that such tax losses were not deductible for Spanish tax. This contingency is estimated at €1.8 million as at 31st March 2025. The Group believes that it has included those tax losses in the Spanish tax group's taxable profits in accordance with Spanish law. Therefore, the Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025 (no change compared with 31st March 2024).

30.3. Recovery Spanish Input VAT by the Company

The Group considers that there is a risk of assessment by the Spanish tax authorities in respect of the recovery of Spanish input VAT on general / overhead expenses by the Company based on the Spanish VAT pro rata. The Company

takes the position that its interest income is incidental and should not be included in the pro rata, resulting in higher recoverable input VAT. This contingency is estimated at €0.7 million as at 31st March 2025 (€0.6 million as at 31st March 2024). The Group believes that it applied the Spanish pro rata rules correctly. Therefore, the Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025 nor as at 31st March 2024.

30.4. Spanish VAT on Vertain Intermediation Fees

The Group considers that there is a risk of assessment by the Spanish tax authorities in respect of VAT on fees charged by the Spanish company for certain travel intermediation services. This contingency can be estimated at €0.5 million (€0.3 million as at 31st March 2024). The Group considers that this risk is probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will materialise) and for this reason it has recognised a liability of €0.5 million in the consolidated statement of financial position as at 31st March 2025 (€0.1 million increased compared with 31st March 2024).

30.5. Withholding Tax on Interest

The Group considers that there is a risk of assessment by tax authorities in respect of withholding tax on interest paid on intragroup payables. This contingency can be estimated at €0.5 million. The Group considers that this risk is probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will materialise) and for this reason it has recognised a liability of €0.5 million in the consolidated statement of financial position as at 31st March 2025 (no change compared with 31st March 2024).

30.6. Recovery of input VAT in the UK

The Group considers that there is a risk of assessment by the UK tax authorities in respect of the recovery of UK input VAT on general/overhead expenses by the UK company based on their interpretation of the UK VAT pro rata rules. The UK tax authorities may take the position that the UK company's interest income is not incidental and should have been included therefore in the pro rata, resulting in lower recoverable input VAT. This contingency can be estimated at €0.1 million as at 31st March 2025 (€nil as at 31st March 2024). The Group believes that it applied the UK pro rata rules correctly. Therefore, the Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025 (no change compared with 31st March 2024).

30.7. Formal Omission Related to Capital Contribution to the French Company

The Group considers that there is a risk of assessment by the French tax authorities in respect of the formalities applied in connection with the increase in the French company's equity in the form of a contribution against share premium during the year ended 31st March 2024. The French tax authorities may take the position that the French company should have effected this equity increase against the issue of at least one share and may thus qualify the contribution as a taxable donation to the French company by its sole shareholder. The company addressed this formal omission by revoking the earlier shareholders' decision and replacing it by the appropriate shareholders' decision approving the increase of the French company's equity against the issue of shares. This contingency can be estimated at €4.4 million as at 31st March 2025 (€ nil as at 31st March 2024). The Group believes that it has appropriate arguments supporting that the equity increase should not be treated as a taxable donation by its sole shareholder. Therefore, the Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025.

30.8. Overcharge Brand License Fees to the Spanish Company

The Spanish company detected an omission in the calculation of the license fees charged to the Spanish company in financial years 2020/21 for the use of one of the Group's brands. This contingency can be estimated at €0.3 million (€nil as at 31st March 2024). The Group considers that this risk is probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will materialise) and for this reason it has recognised a liability of €0.3 million in the consolidated statement of financial position as at 31st March 2025 (€nil as at 31st March 2024).

30.9. Restriction of Deduction of Interest Expenses for US Tax

Under US rules, the deduction of interest expenses is restricted under the anti-hybrid mismatch rules. The US company paid interest to its Spanish shareholder which might be considered not deductible under these rules by the US tax authorities. This contingency can be estimated at €2.2 million (€nil as at 31st March 2024). The Group considers that this risk is probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will materialise) and for this reason it has recognised a liability of €2.2 million in the consolidated statement of financial position as 31st March 2025 (€nil as at 31st March 2024).

30.10. Pending Tax Disputes with Tax Authorities

The Group has the following pending disputes with tax authorities, some of which are still in the phase of an administrative claim, whereas for other disputes the Group has appealed to the court.

Spain

The Spanish tax group has undergone two consecutive VAT audits related to the periods 2015-2017 and 2018-2021, respectively. The Spanish tax authorities have issued their final assessment notices for the periods 2015-2017 and 2018-2021 in June 2021 and May 2024, respectively, based on which they have assessed the Spanish company for VAT on the same grounds. The Spanish tax authorities have rejected the method applied by the Spanish company to determine the recoverable part of the input VAT on part of its operating expenses. This has resulted in a total VAT assessment of €0.5 million for the period 2015-2017 and €12.8 million for the period 2018-2021. The Group believes that it has appropriate arguments supporting its treatment and has appealed the period 2015-2017 VAT assessment to the Spanish *Tribunal Económico-Administrativo Central* ("TEAC"). In May 2024, TEAC dismissed the company's appeal related to the period 2015-2017. The Spanish company has appealed TEAC's decision in 2015-2017 case to the Spanish "*Audiencia Nacional*" and has appealed the 2018-2021 VAT assessment to TEAC. On the date of the publication of the consolidated financial statements and notes for the period ended 31st March 2025, both appeals are still pending. The Group considers that this risk is possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025 nor as at 31st March 2024.

Under Spanish law, the VAT assessed must be prepaid or a bank guarantee in favour of the tax authorities must be provided prior to the appeal. The Group provided a bank guarantee for the total VAT assessed for the period 2018-2021 issued on 4th July 2024 (see note 24).

The Spanish tax authorities have initiated a third tax audit covering the period 2019/2020 and 2022-2023 (income tax) and calendar years 2022-2024 (VAT). At this time, the fact finding part of this tax audit is still pending, hence no challenges have yet been made by the Spanish tax authorities related to these periods.

Portugal

Following a tax audit regarding income tax and VAT (period 2015/16-2017/18), the Portuguese company has been assessed by the Portuguese tax authorities for an amount of €5.2 million (€5.1 million income tax based on indirect methods and €0.1 million VAT) against which the Company filed an administrative claim with the Portuguese tax authorities which they rejected based on pure formal grounds. The Portuguese company has, therefore, appealed the decision of the Portuguese tax authorities to the first-tier Portuguese court claiming that the tax authorities violated notification rules and other relevant procedural rules. The Portuguese company has started in parallel a proceeding under the EU Arbitration Convention involving Portugal and Spain to reach a solution for the avoidance of double taxation which resulted from the Portuguese income tax assessments. On the date of the publication of the consolidated financial statements and notes for the period ended 31st March 2025, this appeal as well as the Arbitration Convention proceeding are still pending. The Group believes that it has appropriate arguments against the Portuguese tax authorities' assessment, and expects that a solution for the double taxation will be established and, therefore, considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025 (no change compared with 31st March 2024).

Italy

The Italian company has been assessed by the Italian tax authorities for withholding tax amounting to €12.9 million (including penalties) on dividends paid to its direct Spanish shareholder in 2013, 2015 and 2017. Following the rejection of the Company's appeal by the first and second-tier Italian courts related to the years 2013 and 2015, the Company appealed the lower courts' decisions related to the 2013 and 2015 assessments to the Italian Supreme Court. The Company has appealed the 2017 assessment to the first-tier Italian court and made an advance payment of €0.7 million during the year ended 31st March 2025 to the tax authorities (representing 1/3rd of the tax assessed plus 1/3rd of the accrued interest). The first-tier court rejected the Company's appeal in the 2017 case. The Company will appeal this decision to the second-tier court in due course and, subsequent to the year ended 31st March 2025, the Company has made an advance payment of €2.0 million (1/3rd of the tax assessed plus interest and 2/3rd of the penalty imposed). On the date of the publication of the consolidated financial statements and notes for the period ended 31st March 2025, all these appeals are still pending.

The Group takes the position that the Italian company has correctly applied the Italian withholding tax exemption to all these dividends. Therefore, the Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2025, except for an amount of €0.4 million which is equal to the withholding tax rate due based on the reduced Italian rate (1.375%) (no change compared with 31st March 2024).

In October 2023 the Italian tax authorities started an income tax and VAT audit of the Italian company related to the period 2018-2019. The tax authorities completed their fact-finding process in July 2024 and took the position that the Italian company transferred something of value to its Spanish parent company and/or was entitled to an indemnity in respect of the discontinuation of its online travel agency activity in 2018. This resulted in the assessment of the Italian company for additional taxable profits amounting to €39.5 million, resulting in €11.0 million incremental income tax. The Group's position is that the Italian company did not transfer anything of value to any person at any time and was not entitled to any indemnity from any person. On the date of the publication of the consolidated financial statements and notes for the period ended 31st March 2025 the Company is in the process of submitting its application for the EU Arbitration Convention proceeding to avoid double taxation resulting from the final Italian assessment. The Company is also in the process of submitting its appeal against this assessment to the first-tier court.

Given the difference between the Spanish and Italian income tax rates, the Group considers it probable that an outflow of resources will materialise following the implementation of a solution for the avoidance of double taxation under the Arbitration Convention. Therefore, the Group has recognised a liability in the consolidated statement of financial position as at 31st March 2025 for an amount of €1 million (no liability recognised as at 31st March 2024).

Luxembourg

Following two consecutive VAT audits, the Luxembourg tax authorities assessed the Company for VAT related to the calendar years 2016-2018 and 2019-2021. As the tax authorities only partly accepted the Company's administrative claim against the 2016-2018 VAT assessment, the Company has appealed the tax authorities' decision relating to this period to the Luxembourg first-tier court which is still pending as at the date of the publication of the consolidated statement of financial position as at 31st March 2025. The Company submitted an administrative claim against the 2019-2021 VAT assessment with the Luxembourg tax authorities which is also still pending as at the date of the publication of the consolidated statement of financial position as at 31st March 2025.

The appeal and the administrative claim each concern two separate VAT disputes. One dispute, amounting to €3.2 million (2016-2018), and €2.7 million (2019-2021), relates to the rejection of the recovery of input VAT on certain expenses which the Company recharged to other persons. The tax authorities claim that the Company did not provide sufficient proof that it actually recharged these expenses and, therefore, rejected the recovery of part of the Company's input VAT on these expenses. The Group believes that it has provided sufficient evidence supporting the recovery of its input VAT. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability on the consolidated statement of financial position as at 31st March 2025 (no change compared with 31st March 2024).

The other dispute, amounting to €0.45 million (2016-2018), and €0.45 million (2019-2021) relates to the interpretation of the Luxembourg VAT pro rata rules. The Group estimates that there is a probable risk of outflow of resources amounting to €0.9 million for which a provision has been recognised in the consolidated statement of financial position as at 31st March 2025 (no change compared with 31st March 2024).

Other Matters

Due to different interpretations of tax legislation, adverse positions may be taken by tax authorities in connection with a future tax audit. However, the Group considers that any such positions would not materially affect the consolidated financial statements.

30.11. Litigation with a Supplier

The Group has been sued related to an alleged breach of contract. In December 2020, the Group was sued in the Court of Paris with an emergency writ of summons requesting a payment of €0.1 million. On March 2021, this request was dismissed. In May 2021, the suer launched an action on the merits of the case before the Paris Court asking for €0.4 million penalty based on an alleged contract violation. A provision for €0.3 million has been booked for litigation risks in the liabilities of the Group (€0.1 million decreased compared with 31st March 2024).

30.12. Investigation by the Italian Consumer Protection Authority (AGCM)

In November 2024, the Italian Authority notified the Group companies Vacaciones eDreams, S.L., eDreams S.R.L. and eDreams International Network, S.L. about the commencement of an investigation concerning Prime. The main contested practices relate to the conditions of subscription and the conditions of termination of membership to the Prime programme, including the alleged difficulties Italian consumers have encountered in cancelling the Prime service.

Despite the fact that we challenge their allegations since we believe they are unfounded, and based on a non-representative portion of our Prime customers, taking into consideration the mentioned rejection of the commitments, the Group considers it likely that the Italian Authority will impose a fine on us.

The procedure should be concluded by the Italian Authority by June 2025, except in the case of extensions.

30.13. Consumer Law Cases in Germany

Based on specific provisions of German law, a law firm has received instructions from a number of customers that have indicated their intent to issue proceedings claiming a refund of their Prime fee, on the basis that the period and the conditions of subscription to the Prime programme can be considered to be analogous to a prior German court judgement. Under unique circumstances, in order to close these cases and avoid small claim litigations and the legal expenses attached to it, the Group is considering negotiating a per case amount for these limited number of customers. The conditions that could be considered to be analogous to the prior German court judgement are no longer in place, as the display for subscribing to Prime has since been updated.

31. Auditor's remuneration

The costs accrued by the Group in respect of the fees for services rendered by the Group's auditors are as follows:

	Year ended 31st March 2025	Year ended 31st March 2024
	(Thousands of euros)	
Audit services	390	409
Other services	60	49
Total Audit	**450**	**458**
Ernst & Young, S.L.	322	264
EY Network	126	191
Others	2	3
Total Audit	**450**	**458**

"Other services" mostly correspond to other verification services performed by Ernst & Young, such as the verification of the Group's non-financial information report.

32. Environmental matters

eDreams ODIGEO, S.A. recognises that businesses have a responsibility towards the environment. Although the Group's core activities have a relatively low impact, by virtue of the fact that the Group is primarily an online business, it is nevertheless committed to finding ways in which it can reduce any environmental footprint.

The Group has not been subject to any claims, fines, or actions relating to its environmental impact during the year ended 31st March 2025. The Group has not accrued any provisions for environmental risks as at 31st March 2025.

Where possible, the Group incorporates sustainability practices, both in the office and outside the office, in procurement and purchasing processes, in the use of energy and water, waste management, travel, and in each of our business processes (see section B.7 The Environment of section B. Non-Financial Information).

33. Subsequent events

Delivery of Treasury Shares

On 11th April 2025, the Board of Directors has resolved to deliver 730,682 shares (445,058 net shares) and 823,008 shares (542,634 net shares) in relation with the 2016 Long-Term Incentive Plan and 2019 Long-Term Incentive Plan, respectively (see notes 23.1 and 23.2). Deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company (see note 22.4).

Shares Repurchase

During the year ended 31st March 2025, share repurchases were conducted via share buy-back programmes, a tender offer and other off-market acquisition, including from significant shareholders (see note 22.4). As a result, the existing €50 million share repurchase authorisation implemented by the Board in November 2024 has been effectively utilised. The Board of Directors has approved a new share buy-back programme for a maximum monetary amount of €20 million and a maximum number of 3,400,000 shares to be acquired.

The Group plans to reduce the capital stock by redeeming treasury shares acquired not needed to fulfil the Company's obligations under the existing incentive plans, subject to the approval of the General Shareholders' Meeting on July.

34. Consolidation scope

As at 31st March 2025 the companies included in the consolidation are as follows:

Name	Location / Registered Office	Line of business	% interest	% control
eDreams ODIGEO, S.A.....	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding Parent company	100%	100%
Opodo Ltd.	12 Hammersmith Grove, W6 7AE (London)	On-line Travel agency	100%	100%
Opodo, GmbH.	Hermannstraße 13, 20095 (Hamburg)	Marketing services	100%	100%
Travellink, A.B.....	Birger Jarlsgatan 57B, 3tr 113 56 (Stockholm)	On-line Travel agency	100%	100%
eDreams, Inc.....	1209 Orange Street, Wilmington (New Castle), 19801 Delaware	Holding company	100%	100%
Vacaciones eDreams, S.L....	Calle de Manzanares, nº 4, Planta 1º, Oficina 108, 28005, (Madrid)	On-line Travel agency	100%	100%
eDreams International Network, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Admin and IT consulting	100%	100%

Name	Location / Registered Office	Line of business	% interest	% control
eDreams, S.R.L.	Via Fara, 26 piano 1, 20124 (Milán)	On-line Travel agency	100%	100%
Viagens eDreams Portugal - Agência de Viagens, Lda..	Rua Heróis e Mártires de Angola, 59, Piso 4, B400, 4000-285 Porto, Uniao de Freguesias de Cedofeita, Santo Ildefonso, Sé Miragaia, Sao Nicolau e Vitória, concelho de Porto (Porto)	On-line Travel agency	100%	100%
eDreams, L.L.C.	2035 Sunset Lake Road Suite B-2, 19702 (Newark) Delaware	On-line Travel agency	100%	100%
GEO Travel Pacific, Pty. Ltd.	Level 2, 117 Clarence Street (Sydney)	On-line Travel agency	100%	100%
Go Voyages, S.A.S.	34 Rue Laffitte 75009 (Paris)	On-line Travel agency	100%	100%
Go Voyages Trade, S.A.S.....	34 Rue Laffitte 75009 (Paris)	On-line Travel agency	100%	100%

Name	Location / Registered Office	Line of business	% interest	% control
Liligo Metasearch Technologies, S.A.S.	34 Rue Laffitte 75009 (Paris)	Metasearch	100%	100%
ODIGEO Hungary, Kft.....	Nagymezo ucta 44, 1065 (Budapest)	Admin and IT consulting	100%	100%
Tierrabella Invest, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding company	100%	100%
Engrande, S.L.	Calle de Manzanares, nº 4, Planta 1º, Oficina 108, 28005 (Madrid)	On-line Travel agency	100%	100%
eDreams Gibraltar Ltd.	21 Engineer Lane, GX11 1AA (Gibraltar)	On-line Travel agency	100%	100%

CONSOLIDATED FINANCIAL STATEMENTS & NOTES

C.1. Audit Report

Audit Report on Financial Statements

Issued by an Independent Auditor

eDreams ODIGEO, S.A. AND SUBSIDIARIES
Consolidated Financial Statements and
Consolidated Management Report
for the year ended
March 31, 2024

AUDIT REPORT ON CONSOLIDATED FINANCIAL STATEMENTS ISSUED BY AN INDEPENDENT AUDITOR

Translation of a report and financial statements originally issued in Spanish. In the event of discrepancy, the Spanish-language version prevails

To the shareholders of eDreams ODIGEO, S.A.:

Audit report on the consolidated financial statements

Opinion

We have audited the consolidated financial statements of eDreams ODIGEO, S.A. (the parent) and its subsidiaries (the Group), which comprise the consolidated statement of financial position at March 31, 2024, the consolidated income statement, the consolidated statement of other comprehensive income, the consolidated statement of changes in equity, the consolidated cash flow statement, and the notes thereto, for the year then ended.

In our opinion, the accompanying consolidated financial statements give a true and fair view, in all material respects, of consolidated equity and the consolidated financial position of the Group at March 31, 2024 and of its financial performance and its consolidated cash flows, for the year then ended in accordance with International Financial Reporting Standards, as adopted by the European Union (IFRS-EU), and other provisions In the regulatory framework applicable in Spain.

Basis for opinion

We conducted our audit in accordance with prevailing audit regulations in Spain. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the consolidated financial statements* section of our report.

We are Independent of the Group in accordance with the ethical requirements, including those related to independence, that are relevant to our audit of the consolidated financial statements in Spain as required by prevailing audit regulations. In this regard, we have not provided non-audit services nor have any situations or circumstances arisen that might have compromised our mandatory independence in a manner prohibited by the aforementioned requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our audit opinion thereon, and we do not provide a separate opinion on these matters.

Measurement of goodwill and brands

Description	The Group has recorded in "Intangible assets" goodwill and brands for a net carrying amount at March 31, 2024 of 630,169 thousand euros and 221,712 thousand euros, respectively, which account for 74% of total Assets. As indicated in notes 4.3 and 4.13 to the accompanying consolidated financial statements, Group Management tests these assets for impairment at least annually to determine the recoverable amount of the cash-generating units (CGU) to which these assets have been allocated. The recoverable amount is the higher of fair value less costs to sell and value in use, so when the carrying amount exceeds the recoverable amount, the asset is considered impaired.

The assessment made by Group Management of the recovery of these assets is based on the estimates of value in use, which is the present value of expected future cash flows, using risk-free market interest rates, adjusted by the specific risks associated with the asset.

We have considered this matter a key audit matter due to the complexity of the recoverable amount estimation process, which requires Group Management to make significant estimates, specifically, of the assumptions that support the generation of expected future cash flows, considering also the relevance of these assets.

The main criteria used to conclude on whether an impairment loss should be recorded on the assets described, as well as the assumptions applied and the sensitivity analysis conducted, are disclosed in notes 18 and 19 to the accompanying consolidated financial statements.

Our response

Our audit procedures for this area consisted, among others, in:

- Understanding the process implemented by the Group to determine the recoverable amount of the assets subject to impairment review, which also includes evaluating the design and implementation of the relevant controls established in the aforementioned process.

- Assessing, in collaboration with our valuations specialists, the methodology used by the Group in the impairment tests and the reasonableness of the main assumptions applied by Management for the five-year expected future cash flow projections, including the validation of the discount rate and long-term growth rate. For that purpose, among other procedures, we have compared them with market research studies conducted by independent third parties on the industry in which the Group operates and assessed the sensitivity of the results to changes in the assumptions made in the uncertainty environment caused by macroeconomic and geopolitical factors.

- Reviewing the information disclosed in the notes to the consolidated financial statements in accordance with the applicable regulatory framework for financial information.

Recognition of revenue from intermediation services

Description

As described in Note 4.4 to the accompanying consolidated financial statements, the Group obtains a highly significant portion of its revenue from intermediation services in the sale of flights, hotel rooms, dynamic packages, and other travel-related services and also revenue is coming from "Prime" subscription. Consequently, the Group recognizes its revenue at the fair value of the consideration received or receivable and when the customer has acknowledged and accepted the Group's terms and conditions describing the service provided, as well as the corresponding payment conditions. The Group considers revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement. In the case of "Prime", revenue from the fee received for the subscription is recognized based on a gradual model.

These sales are made through different channels associated with specific IT systems, as well as different collection and payment platforms available to the Group.

We have considered this matter a key audit matter due to the high volume of transactions involved, their automation, diversity and typology of channels, IT systems used and nature of collections and payments, as well as the relevance of the amounts involved.

Our response

Our audit procedures for this area consisted, among others, in:

- Understanding the process implemented by the Group for recognizing revenue from intermediation services, which also includes evaluating the design, implementation of the relevant controls established in the aforementioned process.
- Analyzing, in collaboration with our IT specialists, the IT systems and integrity of the information related to the applications involved in the revenue recognition process, both at the level of general controls, validating that the information flows correctly through them;
- Based on the journal, applying data analytics and reviewing the correlations between revenue, accounts receivable and collections.
- Doing a test on sales transactions for a representative sample in order to validate their existence and correct accrual and recording by verifying their collection, among other procedures.
- Reviewing the information disclosed in the notes to the consolidated financial statements in accordance with the applicable regulatory framework for financial information.

Other information: consolidated management report

Other information refers exclusively to the 2024 consolidated management report, the preparation of which is the responsibility of the parent company's directors and is not an integral part of the consolidated financial statements.

Our audit opinion on the consolidated financial statements does not cover the consolidated management report. Our responsibility for the consolidated management report, in conformity with prevailing audit regulations in Spain, entails:

a) Checking only that the consolidated non-financial statement and certain information included in the Corporate Governance Report and Annual Report on the Remuneration of Directors, to which the Audit Law refers, was provided as stipulated by applicable regulations and, if not, disclose this fact.

b) Assessing and reporting on the consistency of the remaining information included in the consolidated management report with the consolidated financial statements, based on the knowledge of the Group obtained during the audit, in addition to evaluating and reporting on whether the content and presentation of this part of the consolidated management report are in conformity with applicable regulations. If, based on the work we have performed, we conclude that there are material misstatements, we are required to disclose this fact.

Based on the work performed, as described above, we have verified that the information referred to in paragraph a) above is provided as stipulated by applicable regulations and that the remaining information contained in the consolidated management report is consistent with that provided in the 2024 consolidated financial statements and its content and presentation are in conformity with applicable regulations.

Responsibilities of the parent company's directors and the audit committee for the consolidated financial statements

The directors of the parent company are responsible for the preparation of the accompanying consolidated financial statements so that they give a true and fair view of the equity, financial position and results of the Group, in accordance with IFRS-EU, and other provisions in the regulatory framework applicable to the Group in Spain, and for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the directors of the parent company are responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

The audit committee is responsible for overseeing the Group's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with prevailing audit regulations in Spain will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with prevailing audit regulations in Spain, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the audit committee of the parent company regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the audit committee of the parent company with a statement that we have complied with relevant ethical requirements, including those related to independence, and to communicate with them all matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the audit committee, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters.

We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

Report on other legal and regulatory requirements

European single electronic format

We have examined the digital files of the European single electronic format (ESEF) of eDreams ODIGEO, S.A. and subsidiaries for the 2024 financial year, which include the XHTML file containing the consolidated financial statements for the year, and the XBRL files as labeled by the entity, which will form part of the annual financial report.

The directors of eDreams ODIGEO, S.A. are responsible for submitting the annual financial report for the 2024 financial year, in accordance with the formatting and mark-up requirements set out in Delegated Regulation EU 2019/815 of 17 December 2018 of the European Commission (hereinafter referred to as the ESEF Regulation). In this regard, the Corporate Governance Report and Annual Report on the Remuneration of Directors has been included by reference in the consolidated management report.

Our responsibility consists of examining the digital files prepared by the directors of the parent company, in accordance with prevailing audit regulations in Spain. These standards require that we plan and perform our audit procedures to obtain reasonable assurance about whether the contents of the consolidated financial statements included in the aforementioned digital files correspond in their entirety to those of the consolidated financial statements that we have audited, and whether the consolidated financial statements and the aforementioned files have been formatted and marked up, in all material respects, in accordance with the ESEF Regulation.

In our opinion, the digital files examined correspond in their entirety to the audited consolidated financial statements, which are presented and have been marked up, in all material respects, in accordance with the ESEF Regulation.

Additional report to the audit committee

The opinion expressed in this audit report is consistent with the additional report we issued to the audit committee on May 29, 2024.

Term of engagement

The ordinary general shareholders' meeting held on September 27, 2023 appointed us as auditors for 1 year, commencing on March 31, 2023.

Previously, Ernst & Young was appointed as auditors by the shareholders for 1 year and we have been carrying out the audit of the financial statements continuously since March 31, 2017.

ERNST & YOUNG, S.L.

/s/ Albert Closa Sala

Albert Closa Sala

May 29, 2024

C.2. Consolidated Financial Statements

C.2.1. Consolidated Income Statement

	Notes	Year ended 31st March 2024	Year ended 31st March 2023
		(Thousands of euros)	
Revenue		650,512	587,758
Cost of sales		—	(18,165)
Revenue Margin	8	**650,512**	**569,593**
Marketing and other variable expenses	9	(449,128)	(452,923)
Personnel expenses	10	(92,219)	(70,978)
Depreciation and amortisation	11	(37,771)	(33,834)
Impairment (loss) / reversal	11	(118)	(197)
Gain / (loss) arising from assets disposals	11	17	24
Impairment (loss) / reversal on bad debts	20.2	(366)	310
Other operating expenses	12	(29,934)	(21,799)
Operating profit / (loss)		**40,993**	**(9,804)**
Interest expense on debt		(23,017)	(23,961)
Other financial income / (expenses)		(3,951)	(3,222)
Financial and similar income and expenses	13	**(26,968)**	**(27,183)**
Profit / (loss) before taxes		**14,025**	**(36,987)**
Income tax	14	18,333	(6,350)
Profit / (loss) for the period from continuing operations		**32,358**	**(43,337)**
Profit for the period from discontinued operations net of taxes		—	—
Consolidated profit / (loss) for the year		**32,358**	**(43,337)**
Non-controlling interest - Result		—	—
Profit / (loss) attributable to shareholders of the Company		**32,358**	**(43,337)**
Basic earnings per share (euro)	6	**0.26**	**(0.36)**
Diluted earnings per share (euro)	6	**0.25**	**(0.36)**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

C.2.2. Consolidated Statement of Other Comprehensive Income

	Year ended 31st March 2024	Year ended 31st March 2023
	(Thousands of euros)	
Consolidated profit / (loss) for the year (from the income statement)	**32,358**	**(43,337)**
Income / (expenses) recorded directly in equity	**(420)**	**(1,794)**
Exchange differences	(420)	(1,794)
Total recognised income / (expenses)	**31,938**	**(45,131)**
a) Attributable to shareholders of the Company	31,938	(45,131)
b) Attributable to minority interest	—	—

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

C.2.3. Consolidated Statement of Financial Position

	Notes	Year Ended 31st March 2024	Year Ended 31st March 2023
		(Thousands of euros)	
ASSETS			

	Notes	Year Ended 31st March 2024	Year Ended 31st March 2023
		(Thousands of euros)	
Goodwill	15	630,169	630,471
Other intangible assets	16	327,706	312,935
Property, plant and equipment	17	6,637	9,890
Non-current financial assets		**2,221**	**2,153**
Deferred tax assets	14.5	25,614	9,972
Non-current assets		992,347	965,421
Current financial assets	24	2,695	—
Trade receivables	20.1	51,835	52,318
Other receivables	20.3	14,114	17,173
Current tax assets	14.4	2,776	3,087
Cash and cash equivalents	21	91,205	35,933
Current assets		**162,625**	**108,511**
TOTAL ASSETS		**1,154,972**	**1,073,932**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

	Notes	Year Ended 31st March 2024	Year Ended 31st March 2023
		(Thousands of euros)	
EQUITY AND LIABILITIES			
Share capital		12,761	12,761
Share premium		1,048,630	1,048,630
Other reserves		(802,635)	(767,048)
Treasury shares		(5,163)	(3,699)
Profit / (loss) for the year		32,358	(43,337)
Foreign currency translation reserve		(11,423)	(11,003)
Shareholders' equity	22	**274,528**	**236,304**
Non-controlling interest		—	—
Total equity		**274,528**	**236,304**
Non-current financial liabilities	24	373,598	374,809
Non-current provisions	25	1,944	2,797
Deferred tax liabilities	14.5	11,558	19,034
Non-current liabilities		**387,100**	**396,640**
Trade and other current payables	26	317,895	287,806
Current financial liabilities	24	9,366	13,454
Current provisions	25	12,289	13,193
Current deferred revenue	27	146,699	121,307
Current tax liabilities	14.4	7,095	5,228
Current liabilities		**493,344**	**440,988**
TOTAL EQUITY AND LIABILITIES		**1,154,972**	**1,073,932**

C.2.4. Consolidated Statement of Changes in Equity

	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit / (loss) for the period	Foreign currency translation reserve	Total equity
				(Thousands of euros)				
Closing balance at 31st March 2023		**12,761**	**1,048,630**	**(767,048)**	**(3,699)**	**(43,337)**	**(11,003)**	**236,304**
Total recognised income / (expenses)		**—**	**—**	**—**	**—**	**32,358**	**(420)**	**31,938**
Acquisitions & disposals of treasury shares	22.4	—	—	(2)	(1,674)	—	—	(1,676)
Transactions with treasury shares	22.4 & 23	—	—	(8,003)	210	—	—	(7,793)
Operations with members or owners		**—**	**—**	**(8,005)**	**(1,464)**	**—**	**—**	**(9,469)**
Payments based on equity instruments	23	—	—	16,716	—	—	—	16,716
Transfer between equity instruments		—	—	(43,337)	—	43,337	—	—
Other changes		—	—	(961)	—	—	—	(961)
Other changes in equity		**—**	**—**	**(27,582)**	**—**	**43,337**	**—**	**15,755**
Closing balance at 31st March 2024		**12,761**	**1,048,630**	**(802,635)**	**(5,163)**	**32,358**	**(11,423)**	**274,528**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit / (loss) for the period	Foreign currency translation reserve	Total equity
				(Thousands of euros)				
Closing balance at 31st March 2022		**12,761**	**1,048,630**	**(709,972)**	**(3,818)**	**(65,869)**	**(9,209)**	**272,523**
Total recognised income / (expenses)		**—**	**—**	**—**	**—**	**(43,337)**	**(1,794)**	**(45,131)**
Acquisitions & disposals of treasury shares		—	—	—	—	—	—	—
Transactions with treasury shares	22.4 & 23	—	—	(2,542)	119	—	—	(2,423)
Operations with members or owners		**—**	**—**	**(2,542)**	**119**	**—**	**—**	**(2,423)**
Payments based on equity instruments	23	—	—	11,223	—	—	—	11,223
Transfer between equity instruments		—	—	(65,869)	—	65,869	—	—
Other changes		—	—	112	—	—	—	112
Other changes in equity		**—**	**—**	**(54,534)**	**—**	**65,869**	**—**	**11,335**
Closing balance at 31st March 2023		**12,761**	**1,048,630**	**(767,048)**	**(3,699)**	**(43,337)**	**(11,003)**	**236,304**

C.2.5. Consolidated Cash Flows Statement

	Notes	Year ended 31st March 2024	Year ended 31st March 2023
		(Thousands of euros)	
Net profit / (loss)		32,358	(43,337)
Depreciation and amortisation	11	37,771	33,834
Impairment and results on disposal of non-current assets	11	101	173
Other provisions		(1,181)	(587)
Income tax	14	(18,333)	6,350
Financial (income) / expense	13	26,968	27,183
Expenses related to share-based payments	23	16,716	11,223
Changes in working capital		49,042	69,377
Income tax paid		(4,563)	(1,682)
Net cash from / (used in) operating activities		**138,879**	**102,534**
Acquisitions of intangible assets and property, plant and equipment		(49,147)	(38,166)
Proceeds on disposal of property, plant and equipment		17	24
Acquisitions of financial assets		(7)	(236)
Proceeds from disposals of financial assets		337	231
Net cash from / (used in) investing activities		**(48,800)**	**(38,147)**
Acquisition of Treasury shares	22.4	(1,676)	—

	Notes	Year ended 31st March 2024	Year ended 31st March 2023
		(Thousands of euros)	
Transaction costs on issue of shares	22.4	—	(3,714)
Borrowings drawdown	24.3	—	82,000
Reimbursement of borrowings	24.3	(6,255)	(121,533)
Interests paid	24.3	(21,160)	(21,139)
Other financial expenses paid	24.3	(2,306)	(3,442)
Interest received		350	85
Net cash from / (used in) financing activities		**(31,047)**	**(67,743)**
Net increase / (decrease) in cash and cash equivalents		**59,032**	**(3,356)**
Net increase / (decrease) in cash and cash equivalents		**59,032**	**(3,356)**
Cash and cash equivalents at beginning of period	21	35,933	45,929
Bank facilities and bank overdrafts at beginning of period	24	(3,883)	(9,928)
Effect of foreign exchange rate changes		123	(595)
Cash and cash equivalents net of bank facilities and bank overdrafts at end of period		**91,205**	**32,050**
Cash and cash equivalents	21	91,205	35,933
Bank facilities and bank overdrafts	24	—	(3,883)
Cash and cash equivalents net of bank facilities and bank overdrafts at end of period		**91,205**	**32,050**

The accompanying notes 1 to 34 and appendices are an integral part of these consolidated financial statements.

C.3. Notes to the Consolidated Financial Statements

1. GENERAL INFORMATION

eDreams ODIGEO, S.A. (the "Company"), formerly LuxGEO Parent S.à r.l., was set up as a limited liability company (*société à responsabilité limitée*) formed under the Laws of Luxembourg on Commercial Companies on 14th February 2011, for an unlimited period. In January 2014, the denomination of the Company changed to eDreams ODIGEO, S.A. and its corporate form from S.à r.l. to S.A. ("Société Anonyme").

The Group moved its registered seat ("siège sociale") and administration centre ("administration centrale") from Luxembourg to Spain, to achieve organisational and cost efficiencies, effective on 10th March 2021. Following the change in nationality, the denomination of the Company changed from eDreams ODIGEO, S.A. ("*Société Anonyme*") to eDreams ODIGEO, S.A. ("*Sociedad Anónima*").

The registered office is located at called López de Hoyos 35, Madrid, Spain (previously, located at 4, rue du Fort Wallis, L-2714 Luxembourg).

eDreams ODIGEO, S.A. and its direct and indirect subsidiaries (collectively the "Group") headed by the Company, as detailed in note 34, is a leading online travel company that uses innovative technology and builds on relationships with suppliers, product know-how and marketing expertise to attract and enable customers to search, plan and book a broad range of travel products and services.

The accompanying consolidated financial statements for the year ended 31st March 2024 were approved by the Company's Board of Directors at its meeting on 28th May 2024 for submission for approval at the General Shareholders' Meeting, which is expected to occur without modification.

2. SIGNIFICANT EVENTS DURING THE PERIOD

2.1. Delivery of Treasury Shares

On 30th August 2023, the Board of Directors resolved to deliver 27,527 shares (15,873 net shares) and 1,062,538 shares (685,062 net shares) (see note 22.4) in relation to the 2016 Long-Term Incentive Plan and 2019 Long-Term

Incentive Plan, respectively (see notes 23.1 and 23.2). Deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

On 14th November 2023, the Board of Directors resolved to deliver 27,527 shares (15,873 net shares) and 1,075,736 shares (684,980 net shares) (see note 22.4) in relation to the 2016 Long-Term Incentive Plan and 2019 Long-Term Incentive Plan, respectively (see notes 23.1 and 23.2). Deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

On 26th February 2024, the Board of Directors resolved to deliver 27,526 shares (15,983 net shares) and 1,054,611 shares (684,729 net shares) (see note 22.4) in relation to the 2016 Long-Term Incentive Plan and 2019 Long-Term Incentive Plan, respectively (see notes 23.1 and 23.2). Deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

2.2. Share Buy-Back Programme

On 27th February 2024, the Board of Directors of the Company resolved to implement a buy-back programme over its own shares for a maximum of 5,537,099 own shares and an aggregate value of €50 million (the "Buy-back Programme") in accordance with the authorisation granted by the General Shareholders' Meeting on 26th February 2024.

The objective of the shares repurchased is to fund the Long-Term Incentive Plan for employees of the Company (see note 23).

The shares are bought at market price, in accordance with price and volume conditions stated under article 3 of Commission Delegated Regulation (EU) 2016/1052.

The management of the Buy-back Programme was entrusted to Deutsche Bank Aktiengesellschaft, which has carried out the share acquisitions on behalf of the Company and has taken all acquisition decisions of the Company's shares independently from it.

The Buy-back Programme started on 29th February 2024 and could be in force up to 28th February 2025. However, it could be finalised before that date if any circumstance that made it advisable arises, in the standard terms of these transactions.

During the year ended 31st March 2024 the total amount paid under the buy-back programme amounts to €1,676 thousand, which includes €1,674 thousand of acquisition of treasury shares and 0.1% of the associated transaction costs equivalent to €2 thousand.

3. BASIS OF PRESENTATION

3.1. Statement of Compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union, and the figures are expressed in thousands of euros.

3.2. New and Revised International Financial Reporting Standards

The following standards and amendments come into force for the first time in the year ended 31st March 2024, but do not have an impact on the consolidated financial statements of the Group:

Standards that came into force for the Group on 1st April 2023
IFRS 17 Insurance Contracts
Disclosure of accounting policies - Amendments to IAS 1 and IFRS Practice Statement 2
Definition of Accounting Estimates - Amendments to IAS 8
Initial application of IFRS 17 and IFRS 9 - Comparative information - Amendments to IFRS 17
International Tax Reform – Pillar Two Model Rules - Amendments to IAS 12 Income taxes
Deferred tax related to assets and liabilities arising from a single transaction - Amendments to IAS 12

The following standards and amendments will come into force for the first time in the year ended 31st March 2025 or after:

Standards that will come into force for the Group on or after 1st April 2024	Entry into force for annual periods commencing
Standards adopted by the European Union	
Classification of Liabilities as Current or Non-current - Amendments to IAS 1	1st April 2024
Liability in a Sale and Leaseback - Amendment to IFRS 16	1st April 2024
Non-current Liabilities with Covenants - Amendments to IAS 1	1st April 2024
Standards issued by the IASB and yet to be adopted by the European Union	
Disclosures: Supplier Finance Arrangements - Amendments to IAS 7 Statement of Cash Flows and IFRS 7 Financial Instruments	1st April 2024
Lack of Exchangeability - Amendments to IAS 21 The Effects of Changes in Foreign Exchange Rates	1st April 2025

The Group has not early adopted any standards, interpretations or amendments that have been issued but are not yet effective.

The Group intends to adopt the standards, interpretations and modifications to the standards issued by the IASB, which are not yet mandatory in the European Union, when they come into force, if applicable. Based on the assessment made to date, the Group estimates that the adoption of these new pronouncements will not have a significant impact on the consolidated financial statements in the initial period of application.

Pillar 2 Directive

On 15th December 2022, the Pillar 2 Directive was adopted (Directive EU 2022/2523), which means that multinational groups that have consolidated revenues of €750 million or more in at least two of the last four years will have to pay a minimum level of taxation of 15% in any territory they are located in. The Pillar 2 Directive is not applicable in fiscal year 2024 because the consolidated revenues of the Group in any of the preceding four years have not exceeded the applicable threshold. The Group will monitor the possible application in future years.

3.3. Use of Estimates and Judgements

In the application of the Group's accounting policies, the Board of Directors is required to make judgements, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered relevant, including the impacts of the current macroeconomic environment and the related evolution of the consumer behaviour patterns. Actual results may differ from these estimates.

These estimates and assumptions mainly concern the following:

Intangible Assets Other Than Goodwill: Measurement, Useful Life and Impairment

Determining the useful life of fixed assets requires estimations in relation to future circumstances, such as future technological developments.

Determining if certain assets, such as brands, have an indefinite useful life requires estimations regarding the foreseeable limit for the period over which they are expected to generate net cash inflows.

The capitalisation of internally developed software requires the use of judgement to determine whether the project is economically and technically feasible.

The decision to recognise a loss due to impairment of fixed assets such as software requires considering factors such as technological obsolescence, the suspension of certain services, and other circumstantial changes, which may highlight the need to assess a possible impairment. The software of the Group consists of features and functionalities that will generate future benefits. Given the relevance of the software for the Group's operations, these features and

functionalities are reviewed on a monthly basis in multidisciplinary working groups involving IT, Finance and Product teams to assess if there are indicators of impairment.

The Group performs an annual assessment of possible impairment of the brands as of March 31st, or more frequently if events and circumstances indicate that an impairment may have occurred. When considering impairment indicators, the Group evaluates factors such as operating results below the expected performance, significant adverse changes in the legal, business and macroeconomic environment, changes in the way assets are being used, such as restructuring or sale plans or a significant decline in the observable market value of an asset, for which the Group also considers any potential increases in the discount rate (WACC) used.

Determining the recoverable value of the brands involves the use of assumptions and estimates and requires a significant degree of judgement, both in making future cash flow projections and in determining the rate of discount (WACC).

In prior years, the Group proposed three weighted scenarios to calculate future cash flow projections due to the uncertainty caused by COVID-19. However, following the stabilisation in the travel sector and the improved results, one single set of cash flow projections has been prepared. See more details about the judgements and estimates related to business projections in the section "Judgements and estimates related to business projections".

See more detail on the accounting policies for other intangible assets in note 4.12.

Allocation of the Purchase Price and Goodwill

In business combination operations, the allocation of the purchase price and goodwill requires the use of judgement and estimates to determine the fair value of the assets acquired, as well as the fair value of the consideration in the event of contingent consideration.

See more detail on the accounting policies for Business combinations, Goodwill and other intangible assets in notes 4.2, 4.3 and 4.12.

Impairment Test of CGUs

The Group performs an annual assessment of possible impairment of the Cash Generating Units ("CGUs") as of March 31st, or more frequently if events and circumstances indicate that an impairment may have occurred. When considering impairment indicators, the Group evaluates factors such as operating results below the expected performance, significant adverse changes in the legal, business and macroeconomic environment, changes in the way assets are being used, such as restructuring or sale plans or a significant decline in the observable market value of an asset, for which the Group also considers any potential increases in the discount rate (WACC) used.

Determining the recoverable value of the cash-generating units to which goodwill is allocated involves the use of assumptions and estimates and requires a significant degree of judgement, both in making future cash flow projections and in determining the rate of discount (WACC).

See more details about the judgements and estimates related to business projections in the section "Judgements and estimates related to business projections".

Revenue Recognition

The Group uses judgements and estimates to assess the impact on income of the risk of cancellations.

GDS incentive income is subject to cancellation. The Group estimates the risk of flight cancellations considering the most recent data, using historical percentages of cancellations and external information provided by certain suppliers.

For the supplier commissions from hotel and car rental providers, the Group calculates a cancellation provision for the commissions related to Bookings validated but not consumed as of the reported closing date. This provision is based on the historical percentages of cancellations.

Likewise, the Group also uses judgements to determine the revenue recognition criteria applicable to its sales.

See more detail on the accounting policies related to the recognition of income in note 4.4.

Income Tax and Recoverability of Deferred Tax Assets

The Group assesses the recoverability of deferred tax assets based on estimates of future results by tax group. Such recoverability ultimately depends on the Group's ability to generate taxable profits during the period in which the deferred tax assets remain deductible.

This analysis is based on the estimated schedule to reverse deferred tax liabilities, as well as estimates of taxable earnings. These estimates are obtained based on the Group's business plan projections. These projections include Management's best estimates, which are consistent with external information, past experience and future expectations.

The recognition of tax assets and liabilities depends on a number of factors, including estimates of the timing and realisation of deferred tax assets and the projected tax basis schedule. The actual receipts and payments of the Group's corporate tax could differ from the estimates made by the Group as a result of changes in tax legislation, the result of ongoing tax procedures or unforeseen future transactions that could affect tax balances.

See more detail on the accounting policies for income tax in note 4.11.

Share-based Payment Valuation

The Group's share-based payments are subject to service and performance conditions, not market conditions. The valuation of the Group's share-based payments depends on the fair value of the rights granted, as well as the estimate of the number of shares expected to be delivered. At the end of each reporting period, the Group reviews its estimate of the number of shares expected to be delivered based on historical employee turnover and the estimate of compliance with performance targets.

See more detail on the accounting policies for share-based payments in note 4.10.

Provisions

The Group uses judgements to determine the probability of occurrence of the risks to which it is exposed, and uses estimates to quantify the said risks. Due to the uncertainties inherent in the estimates necessary to determine the amount of provisions, actual disbursements may differ from the amounts originally recognised. See more detail on the accounting policies for provisions in note 4.14.

As part of the Group's provisions, it is worth highlighting the provision for chargebacks. The fraud attacks, risk of flight cancellations and airline bankruptcy expose the Group to an increased risk of voluntary chargeback from the customer, cancelling payments previously validated. Unjustified chargebacks initiated by customers are disputed by the Group to its customers, and chargebacks and Booking cancellations are claimed by the Group to its suppliers, as it is its right. To estimate both the customer's chargeback risk and the amount to be recovered from the supplier, the Group estimates and books a provision based on historical statistics.

Judgements and Estimates Related to Credit Risk

The Group has established a matrix of provisions by type of customer, based on the Group's historical credit loss experience to estimate the customer's credit risk. In-depth analysis has been conducted to estimate potential significant financial distress and additional credit risk. This analysis is based on a combination of the last available external rating at the time of analysis (Dun & Bradstreet rating), quantitative analysis (for example, increase in fuel price, volume of routes cancelled by airlines, percentage of sales by geographical areas, macroeconomic trends in the areas they operate, financial ratios, etc.) and additional relevant comments from our Airline Risk Committee.

The Group has established an Airline Risk Committee that meets weekly to review the decisions on credit risk categories assigned to airlines we intermediate. The Committee evaluates results publications of publicly traded airlines, press updates and industry information collected by our supplier relations team. For non-publicly traded airlines we are often able to obtain information directly from their finance teams on their financial situation. Depending

on our estimate of available liquidity and cash burn, for every airline we adjust the credit risk category, which has consequences on the limitations to intermediate their flight inventory both on amount of time to departure and payment method to the airline.

Based on the quantitative and qualitative factors previously mentioned, the Group determines three different risk ranges (high, medium, low) to recognise an additional credit risk provision. See impact in note 20.2.

The applied risk percentage corresponds to the highest range in our historical statistics or is a judgement percentage based on our best estimate. See note 20.2.

Judgements and Estimates Related to Business Projections

The consolidated financial statements have been prepared on a going concern basis, as Management considers that the Group is in a strong financial and liquidity position.

See details of the main assumptions used in the financial projections in notes 18 and 19.

Change in Accounting Estimate

During the first quarter of the fiscal year 2024 the Group has changed the estimation regarding the recognition of the Prime subscription fees, going from an estimation based on usage on Bookings to a gradual recognition over the life of the subscription. Due to the evolution of the Prime product and the information collected on the relevance of customer service for subscribers, the Group has estimated that the pattern of consumption aligned better with recognising revenue of Prime gradually.

As a result of this change in estimation, the Group has recognised €7.9 million of Revenue, which is the impact of applying the gradual method to recognise the subscription fees. As this amount is not reflective of the current year's Prime Revenue, it is shown within Alternative Performance Measures as "Adjusted Revenue Items". See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

3.4. Changes in Consolidation Perimeter

There have been no changes in the consolidation perimeter since 31st March 2023.

On 25th November 2022, the Group completed the merger by absorption of the 100% owned Spanish subsidiaries Opodo, S.L., Traveltising, S.A. and eDreams Business Travel, S.L. into the absorbing company Vacaciones eDreams, S.L.

3.5. Comparative Information

The Directors present, for comparative purposes, together with the figures for the year ended 31st March 2024, the previous period's figures for each of the items on the annual consolidated statement of financial position, this being 31st March 2023 and the year ended 31st March 2023 for the consolidated income statement, consolidated statement of other comprehensive income, consolidated statement of changes in equity, consolidated cash flows statement and the quantitative information required to be disclosed in the consolidated financial statements.

3.6. Working Capital

The Group had negative working capital as at 31st March 2024 and 31st March 2023, which is a common circumstance in the business in which the Group operates and considering its financial structure. It does not present any impediment to its normal business.

The Group's €180.0 million Super Senior Revolving Credit Facility ("SSRCF") is available to fund its working capital needs and guarantees, of which €159.8 million is available for draw down as at 31st March 2024 (€159.6 million as at 31st March 2023). See note 24.

4. MATERIAL ACCOUNTING POLICY INFORMATION

The consolidated financial statements have been prepared on the historical cost basis except for certain properties and financial instruments that are measured at revalue amounts or fair values, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for assets. The material accounting policy information is set out below.

4.1. Basis, Scope and Methods of Consolidation

The consolidated financial statements incorporate the financial statements of eDreams ODIGEO, S.A. and entities controlled by the Company (its subsidiaries) up to 31st March each year. Control is achieved where the Company has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

The results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the effective date of acquisition and up to the effective date of disposal, as appropriate. Total comprehensive income of subsidiaries is attributed to the owners of the Company and to the non-controlling interests (if any), even if this results in the non-controlling interests having a deficit balance.

The Group has no non-controlling interests as the subsidiaries are 100% owned (see note 34).

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with those used by the Group. All intra-group transactions, balances, income and expenses are eliminated in full on consolidation.

Changes in the Group's ownership interests in subsidiaries that do not result in the Group losing control over the subsidiaries are accounted for as equity transactions. The carrying amounts of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to owners of the Company.

All entities directly or indirectly controlled by the Company have been consolidated by the full consolidation method.

4.2. Business Combinations

Acquisitions of businesses are accounted for using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether they include, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

The Group has an option to apply a "concentration test" that permits a simplified assessment of whether an acquired set of activities and assets is not a business.

The consideration transferred in a business combination is measured at fair value, which is calculated as the sum of the acquisition-date fair values of the assets transferred, liabilities incurred and the equity interests issued by the Group in exchange for control of the acquiree. Acquisition-related costs are recognised in profit or loss as incurred.

Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree, and the fair value of the acquirer's previously held equity interest in the acquiree over the net of the acquisition date amounts of the identifiable assets acquired and the liabilities assumed.

When the consideration transferred by the Group in a business combination includes assets or liabilities resulting from a contingent consideration arrangement, the contingent consideration is measured at its acquisition-date fair value and included as part of the consideration transferred in a business combination. Changes in the fair value of the contingent consideration that qualify as measurement period adjustments within the first 12 months are adjusted retrospectively, with corresponding adjustments against goodwill. Other changes in the fair value of the contingent consideration are recognised in profit or loss.

4.3. Goodwill

Goodwill arising on an acquisition of a business is not amortised but carried at cost as established at the date of acquisition (see in previous note) less accumulated impairment losses, if any.

For the purposes of impairment testing, goodwill has been allocated to each market, except Metasearch and Connect (which are their own Cash Generating Units "CGU"). During the year ended 31st March 2024, the Group has changed its segment structure (see note 7). The Group's operating segments continue to be market-based. Accordingly, the cash generating units have been kept at country level.

The carrying value of the assets allocated to CGU is tested for impairment annually, or more frequently if events and circumstances indicate that an impairment may have occurred. See more detail on impairment indicators considered by the Group in note 3.3.

If the recoverable amount of these assets (see note 18) is less than their carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit.

Any impairment loss for goodwill is recognised directly in profit or loss in the consolidated income statement and is not subsequently reversed.

4.4. Revenue Recognition

See in the Glossary of Definitions annex definitions of terms (specific in the sector) in order to better understand the Group Revenue recognition accounting principles.

All Revenue of the Group is revenue from contracts with customers.

The Group makes travel and travel related services available to customers and travellers directly through its websites.

The Group generates its revenue from the intermediation services regarding the supply of (i) flight services including air passenger transport by regular airlines and Low Cost Carriers (LCC) flights as well as travel insurance in connection with flight services, (ii) non-flight services, including non-air passenger transport, hotel accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services. The Group's revenue is earned through service fees, commissions, incentive payments received from suppliers and in specific cases, margins. The Group also receives incentives from its Global Distribution System ("GDS") service providers based on the volume of supplies mediated by the Group through the GDS systems. In addition to the above travel-related revenue, the Group also generates revenue from non-travel related services, such as revenue for the supply of advertising services on its websites, commissions received from credit card companies and fees charged on toll calls.

The Group recognises revenue when (i) there is evidence of a contractual relationship in respect of services provided, (ii) the separate performance obligations in the contract are identified, (iii) the transaction price is determinable and collectability is reasonably assured, (iv) the transaction price is allocated to the separate performance obligation, and (v) the services are provided to the customer (performance obligation satisfied).

The Group has evidence of a contractual relationship when the customer has acknowledged and accepted the Group's terms and conditions that describe the service rendered as well as the related payment terms. The Group considers revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement.

Revenue is recognised at the fair value of the consideration received or receivable and represents amounts receivable for services provided in the ordinary course of business net of VAT and similar taxes.

Where the Group acts as a disclosed agent, i.e. bears no inventory risk and is not the primary obligor in the arrangement, it only recognises as revenue its intermediation services and commissions relating to the supply of intermediation services in respect of scheduled air passenger transport, hotel accommodations, car rentals and travel

packages. The Group does not recognise any revenue and cost of sales relating to the supply of the underlying travel services by the travel suppliers for which it acts as disclosed agent. The Group, in its capacity of disclosed agent, has no ability to determine or change the travel services for which it acts as intermediary.

Where the Group acts as a disclosed agent, travel supplier incentives are recognised based on the achievement of certain sales targets during a certain agreed period. The Group therefore recognises such commissions as income where it is considered highly probable that agreed targets will be met and the commissions are quantifiable. Where it is probable that the agreed targets will be met, revenue is recognised based on the percentage of total agreed incentives achieved at the reporting date.

The Group only acted in its own name to customers in respect of the supply of certain hotel accommodation by a designated company of the Group, whereby this company purchased hotel accommodation from hoteliers for the onwards supply to its customers at a price determined by this group company. In this case, the Company had the primary responsibility for the supply of the hotel accommodation. In this case the Group recognised revenue on a "gross" basis which equals the gross value of the service supplied to the customer, net of VAT, with any related expenditure charged as cost of sales.

Due to a change of its contractual relationship with suppliers of hotel accommodation, the Group has been acting as a disclosed agent related to supply of hotel accommodation since September 2022.

The recognition of travel supply revenue on a "gross" basis or the recognition of intermediation revenue depends on whether the Group is considered to act as a principal or as a disclosed agent in its transactions. Therefore, the Group assesses whether it controls the travel services supplied to the customers. In performing this assessment, the Group gives regard to the contractual relationship between the parties as well as other relevant facts and circumstances. This analysis is performed using various criteria such as, but not limited to, whether the Group is primarily responsible for fulfilling the promise to provide the specified good or service, the Group has inventory risk or has discretion in establishing the customer price of the travel service, and has discretion in the selection of the supplier of the travel service.

Basis of Revenue Recognition

The table below summarises the revenue recognition basis for the Group's income streams.

Income Stream	Main Performance Obligation	Basis of Revenue Recognition
Scheduled flight intermediation services (*)	Intermediation service	Date of Booking
Airline incentives (**)	Intermediation service	Accrued based on meeting sales targets
GDS incentives	Intermediation service	Date of Booking
Supplier intermediation revenue (flights and cars)	Intermediation service	Date of Booking
Dynamic Packages intermediation revenue (including the flight portion thereof)	Intermediation service	Date of Booking
Advertisement services revenue	Advertising display	Date of display
Metasearch	Provide traffic	Date of click or date of purchase
Insurance intermediation revenue	Intermediation service	Date of Booking
Cancellation and modification for any reason (**)	Right to cancel / modify during the coverage period	Accrued based on service period
Prime (**)	Right to discounts on Bookings for a certain period	Accrued based on a gradual model
Hotel intermediation services	Intermediation service	Date of Booking

(*) Flight intermediation services include ancillary services

(**) Revenue on Airline incentives, Prime and Cancellation and modification for any reason corresponds to revenue that is recognised gradually over the period of the service agreement as detailed in note 8.

For flight intermediation services, net revenue is recognised upon the completion of the Booking as the Group does not assume any further performance obligation to its customers after the flight tickets have been issued by the airline.

Additionally, the Group uses Global Distribution System ("GDS") services to process the Booking of travel services for its customers. Under GDS service agreements, the Group earns revenue in the form of an incentive payment for each segment that is processed through a GDS service provider. This revenue is recognised at the time the Booking is processed.

In the event of the cancellation of a Booking, the GDS incentives earned are reversed. As explained in note 3.3, the Group recognises there is a cancellation risk and consequently estimates a provision based on the most recent data, using data on historical average cancellation rates and external information provided by certain suppliers (see note 20.1 "Provision for Booking cancellation").

The Group also receives incentives from airlines for its intermediation services, which it recognises based on the achievement of targets set by contract, that mainly relate to the amount of Bookings that have flown, and consequently are not subject to cancellation.

In case of commissions from hotel and car rental providers for intermediation services regarding hotel accommodation, Dynamic packages and car rentals, net revenue is recognised at the date of Booking. However, a provision is recognised to cover the risk of cancellation of the Bookings made prior to the reported closing date and with future departure date. The provision is updated, at least, at each quarterly closing. This provision has been calculated to cover the risk of loss on commission based on the historical average cancellation rate by markets.

The Group generates other revenue, which primarily comprises revenue from advertising and metasearch activities. Such revenue is derived primarily from the delivery of advertisements on the various websites the Group operates, as well as from searches, clicks and purchases generated by our metasearch activities. The revenue recognition policy for advertising revenue is at the date or period of display, depending on the terms of the advertising contract. Regarding metasearch services, the revenue is recognised, depending on the particular agreement, at the date of click or date of purchase.

Regarding insurance intermediation revenue, it is recognised at the date of Booking, as it is when the Group provides its intermediation service.

Cancellation or Modification services for any reason consist of offering the customer the option to cancel or modify their flight for any reason during the coverage period. The Group considers that the performance obligation is the coverage service, and therefore this is accrued based on the period during which the customer has the option of cancelling or modifying the reservation. In the event that the customer does not exercise their right to cancellation or modification, the income is accrued linearly during the coverage period. However, if the customer decides to exercise their right to cancellation, the accrual will be accelerated, since the right expires once it has been exercised.

The Prime subscription service includes the right to discounts on all Bookings made during the contractual period. This service can be used several times within the contractual period. Additionally, the Prime product has evolved and adds more value to the customer. It includes additional add-ons that are greatly valued by the Group's customers, such as access to a preferential 24h service, speedier claims solution, and post-sale services. Since 1st April 2023, the Group accrues income based on a gradual method (see note 3.3).

For all revenue, if the judgements are inaccurate, actual revenue could differ from the amount the Group recognises, directly impacting its reported revenue.

The timing of revenue recognition, invoicing and cash collections results in invoiced trade receivables, accrued income (contract assets), and deferred revenue (contract liabilities) on the consolidated statement of financial position. Generally, invoicing occurs subsequent to revenue recognition, resulting in contract assets. However, advances received prior to revenue recognition give rise to contract liabilities.

4.5. Cost of Sales

Cost of sales primarily consisted of direct costs associated with the supply of travel services as principal with the aim of generating revenue, relating to the supply of certain hotel accommodation by a designated company of the Group (see note 4.4). The cost of sales was variable in nature and was primarily driven by transaction volumes. The Group did not acquire inventory in advance, as the acquisitions were managed on demand.

Due to a change of its contractual relationship with suppliers of hotel accommodation, the Group has been acting as a disclosed agent related to supply of hotel accommodation since September 2022, and it no longer recognises a cost of sales expense related to hotel accommodation. Consequently, Revenue and Revenue Margin are of equal amount for the year ended 31st March 2024.

4.6. Operating Profit

Operating profit consists of Revenue Margin, after deducting personnel expenses, other operating income or expenses, depreciation and amortisation, impairment and charges net of reversals of provisions.

4.7. Financial Result

Financial result consists of income and expense relating to the Group's net financial debt during the accounting period, including foreign exchange gains and losses relating to the net financial debt.

4.8. Leasing

The leasing contracts of the Group solely relate to leasing of certain offices and hardware lease.

At inception of a contract, the Group assesses whether a contract is, or contains, a lease, based on the following characteristics:

- The contract involves the use of an identified asset that is physically distinct or represents substantially all of the capacity of a physically distinct asset. If the supplier has a substantive substitution right, then the asset is not identified;

- The Group has the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and

- The Group has the right to direct the use of the asset; that is, the Group has the decision-making rights that are most relevant to changing how and for what purpose the asset is used.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and, if applicable, an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site at which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimate useful lives of right-of-use assets are determined on the same basis as those of property, plant and equipment assets. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, for its office leases, the Group uses its incremental borrowing rate as the discount rate, being the rate that the individual lessee would have to pay to borrow the funds necessary to acquire an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, guarantees and conditions.

The lease term is estimated taking into consideration the contract clauses regarding renewal and / or early termination, as well as Management's expectation regarding the exercise of the clauses.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's assessment of whether it will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Group presents right-of-use assets in "Property, Plant and Equipment" and lease liabilities in "Financial Liabilities" in the consolidated statement of financial position.

The Group has elected not to recognise right-of-use assets and lease liabilities for short-term leases that have a lease term of 12 months or less, and leases of low-value assets. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

4.9. Foreign Currencies

In preparing the financial statements of each individual group entity, transactions in foreign currencies (i.e., currencies other than the Euro, the Company's functional currency) are recognised at the rates of exchange prevailing at the dates of the transactions.

At the end of each reporting period, monetary items denominated in foreign currencies are converted at the rates prevailing at that date.

Exchange differences on monetary items are recognised in profit or loss in the period in which they arise.

Non-monetary items carried at fair value that are denominated in foreign currencies are converted at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

For the purposes of presenting consolidated financial statements, the assets and liabilities of the Group's foreign operations are translated into Euros using exchange rates prevailing at the end of each reporting period. Income and expense items are translated at the average exchange rates for the period. Exchange differences arising, if any, are recognised and accumulated in equity.

Goodwill and fair value adjustments on identifiable assets and liabilities acquired arising on the acquisition of a foreign operation are translated at the closing rate of exchange. Exchange differences arising are recognised in equity.

4.10. Share-based Payment Arrangements

Equity-settled share-based payments to employees are measured at the fair value of the equity instruments at the grant date.

The fair value determined at the grant date of the equity-settled share-based payments is expensed on a straight-line basis over the vesting period, based on the Group's estimate of the value of the equity instruments that will eventually vest, with a corresponding increase in equity. At the end of each reporting period, the Group revises its estimate of the number of equity instruments expected to vest.

The impact of the revision of the original estimates in equity-settled share-based payments, if any, is recognised in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the equity-settled employee benefits reserve.

The value of the plan depends only on internal conditions, and they are valued at the market value of the share on granting date, multiplied by the probability of meeting the Conditions. The probability is updated and re-estimated at least yearly, but the market value of the share at granting date is maintained without any change. At the time of delivery

of the shares, the estimated probability of delivery is updated to the real delivery (but the value per share remains the same – the one at granting date).

4.11. Taxation

Income tax represents the sum of current tax and deferred tax.

Current Tax

The current tax is based on the taxable profit for the year in the relevant countries. Taxable profit may differ from the profit reported in the consolidated income statement due to income or expense that is taxable or deductible in other years and items that are permanently exempt or permanently non-deductible for taxation purposes. The Group's balance for current tax is calculated by using the tax rates in the relevant countries that have been enacted or substantively enacted by the end of the reporting period.

Deferred Tax

Deferred tax is recognised on temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of the taxable profit according to the taxation rules in the relevant countries. Deferred tax liabilities are generally recognised for all taxable temporary differences. Deferred tax assets generated by tax losses carried forward and tax credits carried forward are only recognised to the extent that it is probable that these tax losses and tax credits will be offset against taxable profits, respectively, against income tax due during the testing period. This analysis also takes into account local limitations regarding the utilisation of tax losses and tax credits.

Deferred tax assets are generally recognised for all deductible temporary differences to the extent that it is probable that sufficient taxable profits will be available against which those deductible temporary differences can be offset. No deferred tax assets and liabilities are recognised if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit. See "Judgements and estimates related to business projections" in note 3.3.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred asset to be recovered.

Deferred tax assets and liabilities are measured at enacted or substantively enacted tax rates that apply or are expected to apply in the period in which the temporary difference shall crystallise.

Deferred tax assets and liabilities are only offset if:

- there is a legally enforceable right to set off current tax assets against current tax liabilities, and
- the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either:
    - the same taxable entity; or
    - different taxable entities which intend to settle current tax liabilities and assets on a net basis, or to realise the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered.

4.12. Other Intangible Assets

The Group has various types of intangible assets:

- Assets classified as brands correspond to the commercial names under which the Group operates, which have been acquired externally through business combination operations and whose measurement comes from the purchase price allocation processes.

- Assets classified as licenses correspond to certain licenses to use third-party software for a specified period.

- Assets classified as software and software internally developed correspond to technology acquired or developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones.

Amortisation and Useful Life of Other Intangible Assets

Intangible assets with finite useful lives are carried at cost less accumulated amortisation and accumulated impairment losses. Amortisation is recognised on a straight-line basis over their estimated useful lives as follows:

Useful Life	(Years)
Brands	Indefinite
Licenses	2-5
Software (incl. software internally developed)	3-4
Software of the group common platform	7
Other intangible assets	3-5

The estimated useful life and amortisation method are reviewed at the end of each reporting period, with the effect of any changes in estimate being accounted for on a prospective basis.

The Group considers that its brands have an indefinite useful life since there is no foreseeable limit for the period over which the brands are expected to generate net cash inflows for the entity based on legal and competitive factors, since the Group's brands have a consolidated position in the market. See detail of the net book value of each brand in note 16.

In the case of internally developed software, the Group distinguishes between software that is part of the Core of the Common platform and other software. For the first, an estimated useful life of seven years has been determined based on the Group's experience of the actual useful life of previous platforms used by the Group in the past, such as the previous eDreams and Opodo platforms. The seven years' useful life of the Group's Common Platform Core Software reflects the expected use of the asset, as the intention is to maintain stability on the Platform. This is reinforced by the constant investments made to improve the functionalities of the Platform.

Internally generated Intangible Assets – Research and Development Expenditure

Expenditure on research activities is recognised as an expense in the period in which it is incurred.

An internally generated intangible asset arising from the Group's development of its website operating platform and related back office systems is recognised if, and only if, all of the following have been demonstrated:

- an asset is created that can be identified (such as software and new processes);

- it is probable that the asset created will generate future economic benefits; and

- the development cost of the asset can be measured reliably.

The revenue associated with the capitalisation of internally generated intangible assets is classified in the profit and loss statement according to the nature of the development cost of the asset.

Where no internally generated intangible asset can be recognised, development expenditure is recognised in profit or loss in the period in which it is incurred.

Subsequent to initial recognition, internally generated intangible assets are reported at cost less accumulated amortisation and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

Intangible Assets Acquired in Business Combinations

Intangible assets acquired in a business combination and recognised separately from goodwill are initially recognised at their fair value at the acquisition date (which is regarded as their cost).

Subsequent to initial recognition, intangible assets acquired in a business combination are reported at cost less accumulated amortisation and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

With regard to brands, the royalty-based approach has been adopted. This involves estimating the value of the brand by reference to the levels of royalties demanded for the use of similar brands, based on revenue forecasts drawn up by the Group.

This approach is based on a qualitative analysis of the brand in order to ensure that the assumptions selected are relevant. The discount rate used is based on the weighted average cost of capital (WACC) for the target acquired.

Derecognition of Intangible Assets

An intangible asset is derecognised on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognised in profit or loss when the asset is derecognised.

Impairment of Intangible Assets

See the details on the accounting policy for impairment of intangible assets, together with property, plant and equipment, in note 4.13.

4.13. Property, Plant and Equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

Depreciation and Useful Life of Property, Plant and Equipment

Depreciation is recognised so as to write off the cost or valuation of assets using the straight-line method. The estimated useful lives and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

Useful life	(Years)
General Installations / Technical Facilities	5-8
Furniture	5-8
Computer Hardware	3-5
Other items of property, plant and equipment	5

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets or, where shorter, the term of the relevant lease.

Derecognition of Property, Plant and Equipment

Property, plant and equipment are derecognised on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of property, plant and equipment, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognised in profit or loss when the asset is derecognised.

Impairment of Property, Plant and Equipment and Intangible Assets Other Than Goodwill

At least at the end of each reporting period, or more frequently if events and circumstances indicate that an impairment may have occurred (see note 3.3), the Group reviews the carrying amounts of its property, plant and

equipment and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss (see methodology used in note 18). If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any).

Where it is not possible to estimate the recoverable amount of an individual asset, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each market and the inherent risk profile of the projected cash flows of each of the markets.

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised immediately in profit or loss.

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in profit or loss.

4.14. Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made for the amount of the obligation.

The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (where the effect of the time value of money is material).

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognised as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

When it is only possible that the Group will be required to settle the obligation, the contingency is disclosed in the note for Contingencies (see note 30).

4.15. Financial Instruments

Financial assets and financial liabilities are recognised when a Group entity becomes a party to the contractual provisions of the instrument.

Loans and Receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are measured at amortised cost using the effective interest method, less any impairment.

Interest income is recognised by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

Effective Interest Method

The effective interest method is a method of calculating the amortised cost of a debt instrument and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the debt instrument, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

Impairment of Trade Receivables

The Group applies the simplified approach to Expected Credit Losses for trade receivables and contract assets ("accrued income"), as required by IFRS 9. The Group recognises a loss allowance based on lifetime Expected Credit Losses. The Group has established a provision matrix by type of customer that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Derecognition of Financial Assets

The Group derecognises a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. If the Group neither transfers nor retains substantially all the risks and rewards of ownership and continues to control the transferred asset, the Group recognises its retained interest in the asset and an associated liability for amounts it may have to pay. If the Group retains substantially all the risks and rewards of ownership of a transferred financial asset, the Group continues to recognise the financial asset and also recognises a collateralised borrowing for the proceeds received.

Cash and Cash Equivalents

Cash and cash equivalents comprise cash in hand and, when applicable, short-term deposits and other short-term highly liquid investments that are readily convertible to cash and are subject to an insignificant risk of changes in value.

4.16. Financial Liabilities and Equity Instruments

Classification as Debt or Equity

Debt and equity instruments issued by a Group entity are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity Instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Group are recognised at the proceeds received, net of direct issue costs.

Treasury Shares

Own equity instruments that are reacquired (treasury shares) are recognised at cost and deducted from equity.

No gain or loss is recognised in profit or loss on the purchase, sale, issue or cancellation of the Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognised in other reserves.

Other Financial Liabilities

Other financial liabilities are initially recognised at the fair value of the consideration received.

Other financial liabilities (including borrowings) are subsequently measured at amortised cost using the effective interest method.

The effective interest method is a method of calculating the amortised cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the net carrying amount on initial recognition.

Derecognition of Financial Liabilities

The Group derecognises financial liabilities when, and only when, the Group's obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss.

4.17. Related Party Transactions

The Group performs all its transactions with related parties on an arm's-length basis. Also, the transfer prices are adequately supported and, therefore, the Group Directors consider that there are no material risks in connection to this that might give rise to significant liabilities in the future.

4.18. Government Grants

Government grants are recognised where there is reasonable assurance that the grant will be received and all attached conditions will be complied with.

When the grant relates to an expense item, it is deducted in reporting the related expense and recognised on a systematic basis over the periods of the related expense.

When the grant relates to an asset, it is presented reducing the carrying amount of the asset. The grant is then recognised in profit or loss over the useful life of the depreciable asset by way of a reduced depreciation charge.

5. Risk Management

5.1. Financial Risks

Credit Risk

The Group's cash and cash equivalents are held with financial entities with strong credit ratings.

The Group's credit risk is mainly attributable to business-to-business customer receivables. These amounts are recognised in the consolidated statement of financial position net of provision for doubtful receivables and accrued income, which is estimated by management in establishing a provision matrix by type of customer, based on the Group's historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Interest Rate Risk

Most of the Group's financial debt is exposed to fixed interest rates. Of the Group's debt, only the Super Senior Revolving Credit Facility ("SSRCF") bears interest at a variable rate (see note 24). Historically the Group has only drawn loans under the SSRCF for intra-month working capital purposes. As at 31st March 2024, the Group has no amount drawn down from the SSRCF or overdrafts on credit facilities ancillary to the SSRCF (€3.9 million as at 31st March 2023).

As at 31st March 2024, the Group's loans with reference to the EURIBOR have either been fully repaid, such as the Government sponsored loan, or, in the case of the SSRCF, no amount has been drawn as at year-end. Therefore, on the basis of the nil amount drawn down as at 31st March 2024, there would be no impact if the EURIBOR had variations.

The Group expects that the EURIBOR will continue to exist as a benchmark rate for the foreseeable future, according to the European Union Benchmarks Regulation. Additionally, the SSRCF contracts contain fallback provisions so that if the EURIBOR ceased to be available, a substitutive reference bank rate would apply.

Liquidity Risk

In order to meet liquidity requirements, the Group's principal sources of liquidity are: cash and cash equivalents from the consolidated statement of financial position, cash flows generated from operations and the revolving credit facilities under the SSRCF to fund cash requirements and supplier guarantees.

Exchange rate risk

The exchange rate risk arising from the Group's activities has basically two sources: the risk arising in respect of commercial transactions carried out in currencies other than the functional currency of each company of the Group and the risk arising on the consolidation of subsidiaries that have a functional currency other than the Euro.

In relation to commercial transactions, the Group is principally exposed to exchange rate risk as the Group operates with the British Pound and other foreign currencies. The exchange rate risk arises on future commercial transactions and on assets and liabilities denominated in a foreign currency.

However, the volume of sales and purchases in foreign currency (other than the local currency of each of the subsidiaries) is of little relevance compared to the Group's total operations.

Additionally, the Group is also exposed to exchange rate risk on the Swedish Krona due to non-monetary assets denominated in this currency (mainly the Goodwill corresponding to Nordics). Fluctuations on the Swedish Krona impact the value of the assets and the value of the foreign currency translation reserve in equity.

The following table demonstrates the sensitivity to a reasonably possible change in the British Pound (GBP) and the Swedish Krona (SEK) exchange rates and, to a lesser extent, the US Dollar (USD), with all other variables held constant.

	+5%	-5%	+10%	-10%
Effect on Profit before Tax of a change in Exchange rate:				
GBP	1,119	(1,237)	2,136	(2,611)
USD	326	(360)	622	(760)
Effect on Equity of a change in Exchange rate:				
SEK	(663)	733	(1,266)	1,548

The impact on the Group's profit before tax is due to changes in the fair value of monetary assets and liabilities.

The impact on the Group's equity is due to changes in value of the Group's foreign operations and Goodwill in the Nordics.

Exposure to changes in the British Pound would not have significant impacts on pre-tax Equity (other than Profit before Tax).

Exposure to changes in the Swedish Krona would not have significant impacts on Profit before Tax.

The Group's exposure to foreign currency changes as at 31st March 2024 for all other currencies is not significant.

5.2. Financial Profile Risks

Impairments of goodwill and other intangible assets. The consolidated statement of financial position includes very significant amounts of goodwill and other intangible assets. The impairment of a significant portion of these assets would negatively affect the reported results of operations and financial position.

Restrictive debt covenants that may limit the Group's ability to finance future operations and capital needs and to pursue business opportunities and activities.

The Group's significant leverage could affect its financial position and results, but also the ability to operate its business and raise additional capital to fund its operations.

5.3. Capital Risk Management

The Group's objective in capital risk management is to safeguard its capacity to continue managing its recurring activities and the capacity to continue to grow through new projects, by optimising the debt-to-equity ratio to create shareholder value.

The Group's growth is financed mainly through internal cash flows generated by the Group's recurring businesses and usage of the SSRCF.

The Group's optimal leverage level is not determined on the basis of its overall debt-to-equity ratio but with the goal of maintaining moderate levels of debt. With the IPO completion in April 2014, the Group used the proceeds from the issue of new shares to reduce debt. Additionally, during the year ended 31st March 2022, the Group used €50.0 million of the proceeds from the capital increase in January 2022 to reduce debt (see note 2.1 of the consolidated financial statements for the year ended 31st March 2022).

The Group does not consider the debt-to-equity ratio a suitable indicator for defining its equity policy as its consolidated equity may be affected by a range of factors which are not necessarily indicative of its capacity to satisfy its future financial obligations, including:

- The effect of fluctuations in functional currencies other than the Euro through currency translation differences; and

- The impairment losses on assets that will not recur and which do not involve a cash outflow when recognised.

The Group's capital policy does not set short-term quantitative targets for its indebtedness in relation to its net equity, but is adjusted to allow the Group to manage its recurring operations and take advantage of opportunities for growth while maintaining indebtedness at appropriate levels in the light of its expected future generation of cash flows and in compliance with any quantitative restrictions contained in its main debt contracts.

None of the Group's main debt contracts contain specific clauses restricting its debt-to-equity ratio.

The SSRCF includes a covenant requiring the eDreams ODIGEO consolidation perimeter to maintain a gross debt to Cash EBITDA ratio for the rolling 12 months at each quarter end. The first testing period in respect of which the Adjusted Gross Leverage Financial Covenant could have been tested was the testing period ended on 30th September 2022. However, the Adjusted Gross Leverage Financial Covenant is only tested in respect of a testing period if, on the last day of such testing period, the aggregate principal amount of outstanding loans (excluding any outstandings under any letter of credit or bank guarantee) exceeds 40% of the total commitments under the Super Senior Facilities Agreement (see note 24). As at 31st March 2024, the Adjusted Gross Leverage Financial Covenant did not need to be tested as the SSRCF drawn amount (Principal and Bank facilities) was under the 40% limit.

As at 31st March 2024, the Group complied with all the restrictions imposed by its main debt contracts, and as its businesses may reasonably be expected to continue operating, the Group does not foresee any non-compliance in the future.

6. Earnings Per Share

The basic earnings per share is calculated by dividing the profit attributable to equity holders of the Company by the average number of shares.

As a result of its own shares held as treasury stock (see note 22.4), the weighted average number of ordinary shares used to calculate basic earnings per share was 123,459,757 for the year ended 31st March 2024.

In the earning per share calculation for the years ended 31st March 2024 and 31st March 2023, dilutive instruments are considered for the Incentive Shares granted (see note 23), only when their conversion to ordinary shares would decrease earnings per share or increase loss per share.

Dilutive instruments have been considered for the year ended 31st March 2024 as the result attributable to the owners of the parent is a profit. No dilutive instruments had been considered for the year ended 31st March 2023 as the result attributable to the owners of the parent was a loss.

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits) for the years ended 31st March 2024 and 31st March 2023 is as follows:

	Year Ended 31st March 2024			Year Ended 31st March 2023		
	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares (*)	Earnings per Share (€)	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares	Earnings per Share (€)
Basic earnings per share	32,358	123,459,757	0.26	(43,337)	121,940,522	(0.36)
Diluted earnings per share	32,358	127,324,438	0.25	(43,337)	121,940,522	(0.36)

(*) Average number of shares calculated with the Treasury Shares settled. See note 22.1.

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits), based on Adjusted Net Income (see section C4. Alternative Performance Measures), for the years ended 31st March 2024 and 31st March 2023, is as follows:

	Year Ended 31st March 2024			Year Ended 31st March 2023		
	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares (*)	Adjusted net income per Share (€)	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares	Adjusted net income per Share (€)
Basic earnings per share	22,859	123,459,757	0.19	(34,655)	121,940,522	(0.28)
Diluted earnings per share	22,859	127,324,438	0.18	(34,655)	121,940,522	(0.28)

(*) Average number of shares calculated with the Treasury Shares settled. See note 22.1.

7. Segment Information

The Group reports its results in segments based on how the Chief Operating Decision Maker (CODM) manages the business, makes operating decisions and evaluates operating performance. For each reportable segment, the Group's Leadership Team comprising the Chief Executive Officer and the Chief Financial Officer, reviews internal management reports. Accordingly, the Leadership Team is construed to be the Chief Operating Decision Maker (CODM).

Formerly, the Group's segments were identified solely on the basis of the different markets in which it operated; however, due to the gradual shift in the Group's focus towards a subscription-oriented strategy, the business performance is well regularly reviewed based on a Prime vs. Non-Prime analysis and the management makes strategic decisions based on this distinction.

The Group has considered how strategic decisions are made in relation to the launch of new services, pricing strategies or investment in marketing. Therefore, a matrix structure of segments, based on geographical markets and on a Prime / Non-Prime distinction would more faithfully represent how the Leadership Team evaluates operating performance.

Segments Based on Geographies

The Group's operating segments are based on geographical markets and comprise the following segments:

- France
- Southern Europe (Spain + Italy)
- Northern Europe (Germany + Nordics + United Kingdom)

All of the above are described as the Group's "Top 6 Markets". Inside of the Top 6, the Group considers France as an operating segment; it aggregates Spain and Italy to create the "Southern Europe" operating segment, as well as Germany, the Nordic countries and the United Kingdom to create the "Northern Europe" operating segment, as these markets have similar economic characteristics and similar customer behaviour patterns.

The Group considers the "Rest of the World" segment a segment in itself, and not an aggregation of segments, since it operates internally as such and the information that Management receives on a regular basis considers "Rest of the World" one of the markets.

The products and services from which customer sales revenue are derived are the same for all segments, except Metasearch, which focuses on the French market and is marketed under the Liligo brand.

Segments Based on a Prime / Non-Prime Distinction

These segments are based on the Group's subscription-based programme are as follows:

- Prime
- Non-Prime

The Group presents profit and loss measures split by Prime and Non-Prime. In this context, Prime means the profit and loss measure generated from Prime users. Non-Prime means the profit and loss measure generated from non-Prime users.

To appropriately disclose segment information presented with Prime and Non-Prime within the new segment structure, comparative disclosure has been included to reflect this change.

The following is an analysis of the Group's Profit & loss and other Non-GAAP measures by operating segments based on geographical markets:

	Year Ended 31st March 2024					
	France	**Southern Europe (Spain + Italy)**	**Northern Europe (Germany + Nordics + UK)**	**Top 6 Markets**	**Rest of the World**	**Total**
	(Thousands of euros)					
Revenue (excl. Adjusted Revenue items)	162,324	129,370	174,597	**466,291**	**176,286**	**642,577**
Adjusted Revenue items (see note 8)	2,603	2,258	1,446	**6,307**	**1,628**	**7,935**
Cost of sales	—	—	—	—	—	—
Total Revenue Margin	164,927	131,628	176,043	472,598	177,914	650,512
Variable costs	(107,854)	(93,701)	(120,363)	**(321,918)**	**(136,882)**	**(458,800)**
Marginal Profit (excl. Adjusted Revenue items)	54,470	35,669	54,234	144,373	39,404	183,777
Marginal Profit	57,073	37,927	55,680	150,680	41,032	191,712
Fixed costs	—	—	—	—	—	**(95,968)**

	Year Ended 31st March 2024					
	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics + UK)	Top 6 Markets	Rest of the World	Total
	(Thousands of euros)					
Depreciation and amortisation...	—	—	—	—	—	**(37,771)**
Impairment and results on disposal of non-current assets.....	—	—	—	—	—	**(101)**
Adjusted personnel expenses (see note 10).....	—	—	—	—	—	**(16,716)**
Adjusted operating (expenses) / income (see note 12).....	—	—	—	—	—	**(163)**
Operating profit / (loss).....	**—**	**—**	**—**	**—**	**—**	**40,993**
Financial result	—	—	—	—	—	**(26,968)**
Profit / (loss) before tax.....	**—**	**—**	**—**	**—**	**—**	**14,025**

	Year Ended 31st March 2023					
	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics + UK)	Top 6 Markets	Rest of the World	Total
	(Thousands of euros)					
Revenue.....	151,796	109,918	169,385	**431,099**	**156,659**	**587,758**
Cost of sales.....	(3,871)	(5,927)	(6,038)	**(15,836)**	**(2,329)**	**(18,165)**
Revenue Margin	**147,925**	**103,991**	**163,347**	**415,263**	**154,330**	**569,593**
Variable costs	(108,854)	(90,735)	(125,971)	**(325,560)**	**(130,795)**	**(456,355)**
Marginal Profit	39,071	13,256	37,376	89,703	23,535	**113,238**
Fixed costs.....	—	—	—	—	—	**(80,281)**
Depreciation and amortisation...	—	—	—	—	—	**(33,834)**
Impairment and results on disposal of non-current assets.....	(171)	—	(1)	(172)	(1)	**(173)**
Adjusted personnel expenses (see note 10).....	—	—	—	—	—	**(11,342)**
Adjusted operating (expenses) / income (see note 12).....	—	—	—	—	—	**2,588**
Operating profit / (loss).....	—	—	—	—	—	**(9,804)**
Financial result	—	—	—	—	—	**(27,183)**
Profit / (loss) before tax.....	—	—	—	—	—	**(36,987)**

The following is an analysis of the Group's Profit & loss and other Non-GAAP measures by segments based on a Prime / Non-Prime distinction:

	Year Ended 31st March 2024
Prime Members (*).....	5,825,702

(*) Non-GAAP measure. See definition and reconciliation of Non-GAAP measures in Section C4. Alternative Performance Measures.

	Year Ended 31st March 2024		
	Prime	Non-Prime	Total
	(Thousands of euros)		
Revenue (excl. Adjusted Revenue items)	377,398	265,179	**642,577**
Adjusted Revenue items (see note 8)	7,935	—	**7,935**
Cost of sales	—	—	**—**
Total Revenue Margin	385,333	265,179	**650,512**
Variable costs	(246,851)	(211,949)	**(458,800)**
Marginal Profit (excl. Adjusted Revenue items)	130,547	53,230	**183,777**
Marginal Profit	138,482	53,230	**191,712**
Fixed costs	(56,695)	(39,273)	**(95,968)**
Depreciation and amortisation			**(37,771)**
Impairment and results on disposal of non-current assets			**(101)**
Adjusted personnel expenses (see note 10)			**(16,716)**
Adjusted operating (expenses) / income (see note 12)			**(163)**
Operating profit / (loss)			**40,993**
Financial result			**(26,968)**
Profit / (loss) before tax			**14,025**

	Year ended 31st March 2023(**)
Prime Members (*)	4,337,228

(*) Non-GAAP measure. See definition and reconciliation of Non-GAAP measures in Section C4. Alternative Performance Measures.

(**) Prior year information including the comparative disclosure to adapt to the new segment structure and new revenue reporting.

	Year Ended 31st March 2023(**)		
	Prime	Non-Prime	Total
	(Thousands of euros)		
Revenue	236,376	351,382	587,758
Cost of Sales	(4,249)	(13,916)	(18,165)
Revenue Margin	232,127	337,466	569,593
Variable costs	(191,716)	(264,639)	(456,355)
Marginal Profit	40,411	72,827	113,238
Fixed costs	(32,781)	(47,500)	(80,281)
Depreciation and amortisation			(33,834)
Impairment and results on disposal of non-current assets			(173)
Adjusted personnel expenses (see note 10)			(11,342)
Adjusted operating (expenses) / income (see note 12)			2,588
Operating profit / (loss)			(9,804)
Financial result			(27,183)
Profit / (loss) before tax			(36,987)

(**) Prior year information including the comparative disclosure to adapt to the new segment structure and new revenue reporting.

As stated in IFRS 8, paragraph 23, an entity shall report a measure of total assets and liabilities for each reportable segment if such amounts are regularly provided to the Chief Operating Decision Maker. As this information is not provided for decision-making purposes, information regarding assets and liabilities by segments has not been disclosed in these consolidated financial statements.

See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

Non-Prime bookings for the year ended 31st March 2024 were 6,245,307.

Note: all revenues reported above are with external customers and there are no transactions between segments.

In the years ended 31st March 2024 and 31st March 2023, no single customer contributed 10% or more to the Group's revenue.

The total Gross Bookings for the year ended 31st March 2024 were €5,865,012 thousand (€6,165,180 thousand for the year ended 31st March 2023).

The cost of sales of the Group solely related to when the Group acted as principal in regards to its hotel accommodation business. Given that since September 2022 the Group only supplies hotel intermediation services because of a change of its contractual relationship with suppliers of hotel accommodation, Revenue and Revenue Margin are of equal amount for the year ended 31st March 2024.

The Group does not provide a detail of Depreciation and Amortisation or other costs by segments, as these expenses are not reviewed by Group Management or are not directly related to any segment and are common to the entire business.

See Adjusted Revenue items in note 8. See definitions of Alternative Performance Measures in section C4. Alternative Performance Measures.

Information about Geographical Areas

The following is an analysis of the Group's Revenue by country:

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
France	162,324	151,796
Spain	66,514	57,456
Italy	62,856	52,462
Germany	94,219	96,979
UK	51,068	43,839
Other	205,596	185,226
Total Revenue (excl. Adjusted Revenue items)	**642,577**	**587,758**
Adjusted Revenue items	**7,935**	**—**
Total Revenue	**650,512**	**587,758**

The allocation of revenue by country is done on the basis of the country of the customer.

The following is an analysis of the Group's intangible assets and property, plant and equipment by country:

	31st March 2024	31st March 2023
	(Thousands of euros)	
Spain	225,351	213,878
Outside of Spain	108,992	108,947
Total Intangible Assets and property, plant and equipment	**334,343**	**322,825**

The allocation of fixed assets between countries is made based on the physical location for property, plant and equipment, and the nationality of the company that owns the intangible assets.

The amounts of fixed assets registered outside Spain correspond mainly to €100 million for the Opodo brand, owned by the British company Opodo Ltd., for which the value was registered in the Group as a result of a purchase price allocation by business combination. The ownership of the Opodo brand will gradually pass on to the Spanish

company over a period of 5 years in connection with the reorganisation of the UK company's activities. Therefore as at 31st March 2024, 80% of the value is considered Spanish (60% as at 31st March 2023).

8. Revenue Margin

Up till the year ended 31st March 2023, the Group disaggregated revenue from contracts with customers by source of revenue (Diversification revenue, Classic revenue-customer, Classic revenue-supplier and Advertising & Metasearch). Following the gradual shift in the Group's focus towards a subscription-oriented strategy (see note 7), management considered that the previous Revenue disaggregation was no longer relevant. Instead a Revenue disclosure based on the uniqueness of the Revenue recognition method, alongside the Prime / Non-Prime dimension, was more appropriate. Accordingly, revenue disaggregation has been modified.

Revenue has been aggregated based on the similarity of economic factors and the similarity in the timing of revenue recognition. This table includes a reconciliation of disaggregated revenue with the Prime / Non-Prime segments. Comparative disclosure has been restated to reflect this change.

The operating segments of the Group, which are based on geographical markets, are not separately shown alongside revenue as revenue disaggregation based on timing of recognition does not differ substantially by market-based segmentation the way it does differ by Prime / Non-Prime segmentation.

	Year Ended 31st March 2024			Year Ended 31st March 2023 (*)		
	Prime	Non-Prime	Total	Prime	Non-Prime	Total
	(Thousands of euros)					
Gradual	297,399	44,051	**341,450**	185,619	38,096	**223,715**
Transaction Date	66,535	207,798	**274,333**	36,908	284,507	**321,415**
Other	13,464	13,330	**26,794**	9,600	14,863	**24,463**
Adjusted Revenue items	7,935	—	**7,935**	—	—	**—**
Total Revenue Margin	**385,333**	**265,179**	**650,512**	**232,127**	**337,466**	**569,593**

(*) Restated prior year disclosure to adapt to the new segment structure and new revenue reporting.

During the year ended 31st March 2024, the Group has changed the estimation regarding the recognition of the Prime subscription fees, going from an estimation based on usage on bookings to a gradual recognition over the life of the subscription (see note 3.3).

Revenue Margin is split into the following categories:

- **Gradual** – represents revenue which is recognised gradually over the period of the service agreement and mostly relates to recognised subscription fees, the service of Cancellation for any reason and Flexiticket and airline overcommissions.

- **Transaction Date** – represents revenue which is recognised at booking date and mostly relates to service fees, ancillaries, insurance, incentives (other than airline overcommissions) and other fees.

- **Other** – is a residual category and mainly relates to advertising and metasearch revenue, tax refunds and other fees.

The increase in Gradual Revenue Margin in the year ended 31st March 2024 compared to the year ended 31st March 2023 is mainly driven by an increase in the overall Prime members from 4.3 million as at 31st March 2023 to 5.8 million as at 31st March 2024, due to the strategy of the Group to focus on Prime.

The decrease in Transaction Date Revenue Margin in the year ended 31st March 2024 compared to the year ended 31st March 2023 is mainly driven by a decrease in Non-Prime Bookings.

See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

9. Marketing and Other Variable Expenses

	Year ended 31st March 2024	Year ended 31st March 2023
	(Thousands of euros)	
Marketing and other variable expenses	(449,128)	(452,923)
Total marketing and other variable expenses	**(449,128)**	**(452,923)**

Marketing expenses consist of customer acquisition costs (such as paid search costs, metasearch costs and other promotional campaigns), commissions due to marketing affiliates and white label partners.

Other variable expenses primarily consist of credit card processing costs, chargebacks on fraudulent transactions, GDS connection costs and fees paid to our outsourcing service providers, such as call centres.

Marketing and other variable expenses have decreased compared with the year ended 31st March 2023, while Revenue has increased as a consequence of the Prime share increase which generate lower marketing costs, as well as the reduction of Non-Prime Bookings.

Due to its relevance, the Group has adapted its prior year disclosure in relation to its operating expenses with the aim to separately reflect within the income statement marketing costs, together with variable expenses.

There are other costs of variable nature associated with information technology costs which are presented within "IT expenses" in note 12.

10. Personnel Expenses

10.1. Personnel Expenses

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Wages and salaries	(53,161)	(43,464)
Social security costs	(21,829)	(15,660)
Other employee expenses	(513)	(512)
Adjusted personnel expenses	(16,716)	(11,342)
Total personnel expenses	**(92,219)**	**(70,978)**

The increase in wages and salaries expense and social security costs in the year ended 31st March 2024 is mainly related to the growth in the number of employees (see note 10.2).

Social security costs include the income for social security rebates for research and development activities of €1.9 million in the year ended 31st March 2024 (€1.4 million in the year ended 31st March 2023).

In the year ended 31st March 2024, adjusted personnel expenses mainly relate to the share-based compensation of €16.7 million (€11.2 million in the year ended 31st March 2023), see note 23.

See definition of adjusted items in section C4. Alternative Performance Measures.

10.2. Number of Employees

The average number of employees by category of the Group is as follows:

Average Headcount

	Year Ended 31st March 2024	Year Ended 31st March 2023
Key management	10	10
Other senior management	50	45
People managers	214	183
Individual contributors	1,310	998
Total average number of employees	**1,584**	**1,236**

Headcount at the End of the Period

	31st March 2024			31st March 2023		
	Female	Male	Total	Female	Male	Total
Key management	1	9	**10**	1	9	**10**
Other senior management	15	35	**50**	11	34	**45**
People managers	75	146	**221**	71	117	**188**
Individual contributors	511	893	**1,404**	438	761	**1,199**
Total number of employees	602	1,083	**1,685**	521	921	**1,442**

During the year ended 31st March 2024, the Group has increased its workforce in-line with its strategic initiatives, specifically to capitalise on the growth opportunity of the Prime subscription programme. As a consequence, the average number of employees has increased from 1,236 to 1,584.

During the year ended 31st March 2024, the average number of employees with disability of 33% or more is four individual contributors (average of five individual contributors for the year ended 31st March 2023).

11. Depreciation and Amortisation

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Depreciation of property, plant and equipment	(3,560)	(3,674)
Amortisation of intangible assets	(34,211)	(30,160)
Total depreciation and amortisation	**(37,771)**	**(33,834)**
Impairment of property, plant and equipment	(118)	(28)
Impairment of intangible assets	—	(169)
Total impairment	**(118)**	**(197)**
Gain on disposal of assets	17	24
Total loss or gain arising from assets disposal	**17**	**24**

Depreciation of property, plant and equipment mostly includes depreciation of right of use assets for office leases of €1.8 million in the year ended 31st March 2024 (€2.0 million in the year ended 31st March 2023) and hardware of €1.4 million in the year ended 31st March 2024 (€1.0 million in the year ended 31st March 2023).

Amortisation of intangible assets primarily relates to the capitalised IT projects and intangible assets identified through purchase price allocation. The increase is mainly due to the amortisation of the newly capitalised items, partially offset by lower amortisation due to an increase in fully amortised items.

The details about the impairment of intangible assets are described in notes 18 and 19.

12. Other Operating Expenses

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Professional fees	(7,585)	(6,567)
IT expenses	(13,608)	(12,067)
Rent charges	(727)	(760)
Taxes	(1,194)	(554)
Foreign exchange gains / (losses)	(152)	1,105
Other operating expenses	(6,505)	(5,544)
Adjusted operating (expenses) / income	(163)	2,588
Total other operating expenses	**(29,934)**	**(21,799)**

Professional fees mainly consist of costs of external services such as consulting, recruitment, legal and tax advisors. The increase is mostly due to consultancy on the Group's subscription programme and core-business related activities.

IT expenses largely consist of technology maintenance charges and hosting expenses. The increase is mainly due to higher IT licenses and subcontracting costs driven by the growth in the Group's activities and an increase in the Group's workforce (see note 10.2).

Rent charges mainly include the rental services for certain coworking offices of the Group that do not meet the definition of leasing under IFRS 16.

Taxes mainly consist of tax charges other than income tax that are not recoverable by the Group, such as non-refundable value added tax (VAT) and business taxes. The increase is mainly due to taxes on digital services.

Foreign exchange gains / (losses) mainly relate to the impact of fluctuations in the foreign exchange rates on trade receivables and trade payables in currencies other than the Euro, mainly British Pound (GBP), US Dollar (USD) and Swedish Krona (SEK).

Other operating expenses refer to certain general and administrative expenses mostly related to travel expenses incurred by company employees, insurance, settlements for claims and utilities.

Adjusted operating (expenses) / income mainly consist of other expense items which are considered by management to not be reflective of the Group's ongoing operations. See section C4. Alternative Performance Measures, subsection 1.5. EBIT, EBITDA, Adjusted items, Adjusted EBITDA and Adjusted EBITDA Margin.

13. Financial Income and Expense

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Interest expense on 2027 Notes	(20,625)	(20,625)
Interest expense on Government sponsored loan	(51)	(254)
Interest expense on SSRCF	—	(337)
Interest expense on SSRCF - Bank facilities and bank overdrafts	(181)	(575)
Effective interest rate impact on debt	(2,160)	(2,170)
Interest expense on debt	**(23,017)**	**(23,961)**
Foreign exchange gains / (losses)	(1,535)	(504)
Interest expense on lease liabilities	(254)	(241)
Other financial expense	(2,513)	(2,562)
Other financial income	351	85
Other financial result	**(3,951)**	**(3,222)**

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Total financial result	**(26,968)**	**(27,183)**

The interest expense on the 2027 Notes in the year ended 31st March 2024 corresponds to 5.5% interest rate on the €375.0 million principal of the Notes (issued on 2nd February 2022), that is payable semi-annually in arrears on the 15th of January and 15th of July each year. In the year ended 31st March 2024, €20.6 million has been accrued and €20.6 million has been paid for this concept (€20.6 million accrued and €19.7 million paid in the year ended 31st March 2023).

The interest expense on Government sponsored loan corresponded to the EURIBOR benchmark rate plus a margin of 2.75% applied since 30th June 2020 on the €15.0 million loan that was due in June 2023, guaranteed by the Spanish Official Credit Institute, that was payable quarterly in arrears (see note 24). The loan was fully paid on 30th June 2023.

In the year ended 31st March 2024, €0.1 million of interest was accrued and €0.1 million was paid on the Government sponsored loan (€0.3 million accrued and €0.3 million paid in the year ended 31st March 2023).

As mentioned in note 24, the Group has access to funding from its €180.0 million SSRCF to manage the liquidity requirements of its operations. No interest expense on SSRCF has been accrued during the year ended 31st March 2024 (€0.3 million during the year ended 31st March 2023) due to the non-use of the SSRCF during the year ended 31st March 2024.

The Group has converted €75.0 million from the SSRCF into ancillaries to SSRCF with certain Banks (€72.0 million as at 31st March 2023). Interest expense on the use of ancillaries to SSRCF amounted to €0.2 million during the year ended 31st March 2024 (€0.6 million during the year ended 31st March 2023).

The effective interest rate impact on debt corresponds to the amortisation of financing fees capitalised on debt, that are expensed over the period of the debt.

Foreign exchange gains / (losses) relate mainly to the impact of fluctuations in foreign exchange rates on cash and cash equivalents denominated in currencies other than the Euro.

Other financial expense mainly includes agency fees and commitment fees related to the SSRCF of €1.9 million during the year ended 31st March 2024 (€1.7 million during the year ended 31st March 2023).

14. Income Tax

During the year ended 31st March 2024, the Group applies income tax consolidation in the following countries:

- Spain
- United States (US)
- France

The Spanish tax group headed by eDreams ODIGEO, S.A. includes the following subsidiary companies:

- Vacaciones eDreams, S.L.
- eDreams, Inc.
- eDreams International Network, S.L.
- Tierrabella Invest, S.L.
- Engrande, S.L.

- eDreams Gibraltar Ltd.

eDreams, Inc. wholly owned the following subsidiaries that made a check-the-box-election:

- Vacaciones eDreams, S.L.
- eDreams International Network, S.L.
- Viagens eDreams Portugal - Agência de Viagens, Lda.
- eDreams, S.R.L.
- eDreams Gibraltar Ltd.

The French tax group headed by Go Voyages, S.A.S. included the following French subsidiaries:

- Go Voyages Trade, S.A.S.
- Liligo Metasearch Technologies, S.A.S.

Being part of a tax group (or in the case of the US: being a disregarded subsidiary) means that the individual income tax credits and debits are integrated at the level of the head of the tax group and therefore the subsidiary companies settle their income tax with the head of the tax group.

The subsidiary companies that are not included in a tax group pay income tax on a stand-alone basis to the tax authorities.

14.1. Income Tax Recognised in Profit or Loss

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Recognition of deferred tax asset for current year tax losses and US FTC (*)	1,434	1,385
Recognition of previously unrecognised tax losses (**)	7,762	—
Recognition of previously unrecognised deductible differences (**)	10,686	—
Derecognition of tax losses carried forward	—	(6,185)
Other deferred tax expense	1,146	(1,069)
Adjustments of deferred tax recognised in the period relating to prior periods	(534)	—
Deferred tax	**20,494**	**(5,869)**
Current tax expense of the period	(1,852)	(540)
Adjustments recognised in the period for current tax of prior periods	(309)	59
Current tax	**(2,161)**	**(481)**
Total income tax / (expense)	**18,333**	**(6,350)**

(*) United States Foreign Tax Credits ("US FTC").

(**) See adjusted tax-related items in section C4. Alternative Performance Measures, subsection 1.6. Adjusted Net Income.

14.2. Income Tax Recognised Directly in Other Comprehensive Income

No income tax has been recognised directly in other comprehensive income in the years ended 31st March 2024 and 31st March 2023.

14.3. Analysis of Tax Charge

	Year ended 31st March 2024	Year ended 31st March 2023
	(Thousands of euros)	
Profit / (loss) for the year from continuing operations after tax	**32,358**	**(43,337)**
Income tax / (expense)	18,333	(6,350)
Profit / (loss) before tax	14,025	(36,987)
Dividends distributed between subsidiaries	—	1,750
Other disallowed expenses	6,398	3,882
Permanent differences	**6,398**	**5,632**
Tax basis profit / (loss)	**20,423**	**(31,355)**
% Income tax rate	25.00%	25.00%
Expected tax charge (expense) / income	**(5,106)**	**7,839**
Impact of tax rate differences with Parent tax rate	99	336
Recognition of previously unrecognised tax losses (**)	7,762	—
Recognition of previously unrecognised deductible differences (**)	10,686	—
Derecognition of tax losses carried forward and others	—	(6,185)
Current year losses for which no deferred tax asset has been recognised	(799)	(7,057)
Utilisation of tax losses not recognised	3,437	155
Tax credits	948	—
Others	1,306	(1,438)
Sum of corrections of tax expense	**23,439**	**(14,189)**
Group tax charge (expense) / income	**18,333**	**(6,350)**

(**) See adjusted tax-related items in section C4. Alternative Performance Measures, subsection 1.6. Adjusted Net Income.

The above table contains the reconciliation between (a) the expected (theoretical) tax expense on the "tax base" (which is the profit before tax plus or minus the permanent differences, such as disallowed expenses, impairment, etc.) based on the corporate tax rate applicable in the country where the Company is resident (the 25% Spanish income tax rate) and (b) the Group tax expense.

"Other disallowed expenses" for the years ended 31st March 2024 and 31st March 2023 relate primarily to the effect of the non-deductible expenses related to share-based payments to employees.

The line "Impact of tax rate differences with Parent tax rate" corresponds to the difference between (a) the tax base of each Group company multiplied by the local tax rate applicable to each company and (b) the tax base of each Group company multiplied by the tax rate of the Group's parent company.

"Recognition of previously unrecognised tax losses" for the year ended 31st March 2024 includes the recognition of tax losses for the fiscal years 2021-2023 which have been recognised as, based on the stabilisation of the travel industry, the improved performance of the Group and Management's projections. The Group now expects to be able to offset those against future taxable profits and / or deferred tax liabilities. These amounts reflect tax-related income which is not solely representative of the current year and therefore have been adjusted within "Adjusted Net Income" in Alternative Performance Measures. See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

"Recognition of previously unrecognised deductible differences" for the year ended 31st March 2024 includes the recognition of deferred tax assets on the financial expenses not deducted which were not recognised for the fiscal years 2022-2023 and have been recognised on the same basis as explained above. These amounts reflect tax-related income which is not solely representative of the current year and therefore has been adjusted within "Adjusted Net Income" in Alternative Performance Measures. See definitions and reconciliations of Alternative Performance Measures in section C4. Alternative Performance Measures.

The increase in "Utilisation of tax losses not recognised" is mainly due to the improved performance of the Group.

In the year ended 31st March 2024, the line "Others" includes an income due to the recognition of an additional deferred tax asset for the US FTC for €1.4 million. In the year ended 31st March 2023, the line "Others" mainly included the expense for the recognition of a US deferred tax liability related to certain brands for an amount of €2.2 million, offset by the recognition of certain deferred tax assets that have been considered recoverable in the UK for an amount of €0.9 million.

14.4. Current Tax Assets and Liabilities

	31st March 2024	31st March 2023
	(Thousands of euros)	
Income tax receivable	1,686	2,386
Other tax receivables (other than income tax)	1,090	701
Current tax assets	**2,776**	**3,087**
Income tax payable	(563)	(369)
Other tax payables (other than income tax)	(6,532)	(4,859)
Current tax liabilities	**(7,095)**	**(5,228)**

14.5. Deferred Tax Balances

	31st March 2024	31st March 2023
	(Thousands of euros)	
Deferred tax assets	25,614	9,972
Deferred tax liabilities	(11,558)	(19,034)
Net deferred tax balance	**14,056**	**(9,062)**

As explained in note 4.11, the Group offsets deferred tax assets and liabilities if there is a legally enforceable right to set off the amounts recognised and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority.

The recognition of a deferred tax asset is based on the Group's opinion on the recoverability of the value of such asset, which, in the case of a deferred tax asset for tax losses, is based on the taxable profits forecast over a maximum period of 10 years. While there is some uncertainty as to whether the forecast taxable earnings will turn out to be correct, the Group's view is that it takes a prudent position by taking the same amount of earnings as used for the impairment test of its Cash Generating Units for the first 5 years projected and a growth of 1.5% for all subsequent periods based on external sources.

The following table shows the breakdown of the deferred tax balance as at 31st March 2024 per country:

	Tax Losses Carried Forward and US FTC	Other Deferred Tax	Total
	(Thousands of euros)		
United States	5,678	(14,192)	(8,514)
Spain	38,891	(24,345)	14,546
Italy	—	5,987	5,987
France	—	(326)	(326)
Portugal	—	5,063	5,063
United Kingdom	895	(3,613)	(2,718)
Others	—	18	18
Total	**45,464**	**(31,408)**	**14,056**

The following tables contain the movement of deferred tax assets / liabilities presented in the consolidated financial statements for the years ended 31st March 2024 and 31st March 2023. Other deferred tax mainly includes the deferred tax liabilities related to the fair value adjustments of intangible assets in connection with a business combination:

	31st March 2023	Amounts Recorded in Profit and Loss	Amounts Recorded in Retained Earnings	FX Variation	Others	31st March 2024
			(Thousands of euros)			
Tax losses carried forward and US FTC	40,624	4,840	—	—	—	45,464
Other deferred tax	(49,686)	15,654	—	—	2,624	(31,408)
Total deferred tax asset / (liability)	**(9,062)**	**20,494**	**—**	**—**	**2,624**	**14,056**

	31st March 2022	Amounts Recorded in Profit and Loss	Amounts Recorded in Retained Earnings	FX Variation	Others	31st March 2023
			(Thousands of euros)			
Tax losses carried forward and US FTC	42,247	(2,399)	776	—	—	40,624
Other deferred tax	(48,135)	(3,470)	—	(19)	1,938	(49,686)
Total deferred tax asset / (liability)	**(5,888)**	**(5,869)**	**776**	**(19)**	**1,938**	**(9,062)**

The tax losses carried forward of the Group which are specified in the below table can be offset against future taxable profits during an indefinite period. Note that the most relevant countries (Spain, the UK and the US) apply temporisation rules relating to the compensation of tax losses which limit the amount of tax losses which can be offset against taxable profits of a year to a certain percentage of such taxable profits.

The increase in tax losses carried forward are mostly due to the recognition of previously unrecognised tax losses (€7.8 million) and the FTC recognition during the year (€1.4 million), offset by the tax losses compensated during the year (€4.1 million).

The €2.6 million in Other movements of "Other deferred tax" mostly related to the advance payment of Italian withholding tax in relation to an appeal to the Italian Supreme Court against a tax assessment. This appeal is currently pending (see note 30). The Group expects a favourable decision and, therefore, has recognised the amount paid as an asset in the consolidated statement of financial position.

The €0.8 million in "Amounts recorded in Retained Earnings" in the year ended 31st March 2023 corresponded mainly to the tax effect on the deliveries of shares to employees that have been accounted for against equity (see note 23).

The Spanish tax Group has a deferred tax asset recognised inside "Other deferred tax" for €14.7 million corresponding to excess interest expense carried forward, with an indefinite carry forward period.

Additionally, Engrande, S.L. and Tierrabella Invest, S.L. have a non-recognised deferred tax asset corresponding to excess interest expenses carried forward amounting to €0.3 million and €1.5 million, respectively, that have an indefinite carry forward period.

In addition to the unused tax losses carried forward, Opodo Ltd. has "writing down allowances (WDAs)" amounting to €8.9 million, on which a partial deferred tax asset amounting to €1.5 million is recognised.

There have been no significant changes in the income tax rates impacting the Group.

	Unused Tax Losses 31st March 2024				
	Tax Loss Amount	Income Tax Rate (%)	Total DTA on Tax Losses	DTA Recognised	DTA Not Recognised
	(Thousands of euros)				
eDreams ODIGEO, S.A. (SP)	26,356	25.00%	6,589	6,589	—
Go Voyages, S.A.S. (FR)	147,846	25.00%	36,961	—	36,961
Opodo Ltd. (UK)	17,668	25.00%	4,417	895	3,522
eDreams, Inc. (SP)	13,859	25.00%	3,465	3,465	—
eDreams, Inc. (US)	35,247	21.00%	7,402	—	7,402
Vacaciones eDreams, S.L. (SP)	84,910	25.00%	21,227	21,227	—
eDreams International Network, S.L. (SP)	22,602	25.00%	5,651	5,651	—
Engrande, S.L. (SP)	11,553	25.00%	2,888	1,911	977
Tierrabella Invest, S.L. (SP)	4,883	25.00%	1,221	48	1,173
Total	**364,924**		**89,821**	**39,786**	**50,035**

No deferred tax asset has been recognised for the US tax losses carried forward to avoid double recognition as the Spanish equivalent of such losses has been recognised.

As at 31st March 2024, the Group has a deferred tax asset in the balance sheet for US Foreign Tax Credits ("US FTC") amounting to €5.7 million (€2.8 million as at 31st March 2023).

The US FTC carried forward as at 31st March 2024 may be offset against future US income tax but only in case the US income tax due for a future year exceeds the US FTC of that year. The US FTC generated in a year may be carried forward for a period of maximum 10 years. The US FTC as at 31st March 2024 have been generated in various years and have an average remaining carry forward period of four years.

	Unused Tax Losses 31st March 2023				
	Tax Loss Amount	Income Tax Rate (%)	Total DTA on Tax Losses	DTA Recognised	DTA Not Recognised
	(Thousands of euros)				
eDreams ODIGEO, S.A. (SP)	29,147	25.00%	7,287	2,678	4,609
Go Voyages, S.A.S. (FR)	148,154	25.00%	37,038	—	37,038
Opodo Ltd. (UK)	24,299	25.00%	6,074	746	5,328
Travellink, A.B. (SWE)	3,218	20.60%	663	—	663
eDreams, Inc. (SP)	15,341	25.00%	3,835	3,422	413
eDreams, Inc. (US)	79,286	21.00%	16,650	—	16,650
eDreams, Inc. (IT)	381	24.00%	91	—	91
Vacaciones eDreams, S.L. (SP)	92,815	25.00%	23,204	22,214	990
eDreams International Network, S.L. (SP)	26,427	25.00%	6,607	6,601	6
Engrande, S.L. (SP)	13,616	25.00%	3,404	2,141	1,263
Tierrabella Invest, S.L. (SP)	9,316	25.00%	2,329	39	2,290
Total	**442,000**		**107,182**	**37,841**	**69,341**

14.6. Years Open for Inspection by Tax Authorities

The Group companies may be subject to audit by the tax authorities for the years that are not statute-barred.

The oldest year for which the Group Companies have their tax returns open to inspection in respect of the main applicable taxes as at 31st March 2024 are the following:

Country	Corporate Income Tax (CIT)	Value Added Tax (VAT)
Australia	2019/20	2020
France	2020/21	2021
Germany	2018/19	2020

Country	Corporate Income Tax (CIT)	Value Added Tax (VAT)
Hungary	2018/19	2019
Italy	2018/19	2019
Luxembourg	2019/20	2019
Portugal	2019/20	2020
Spain	2019/20	2020
Sweden	2018/19	2019
United Kingdom	2020/21	2020
United States	2020/21 (*)	N/A

(*) in case of substantial omissions 2015/16

The Group's tax contingencies and ongoing tax inspections are detailed in note 30.

15. GOODWILL

The detail of the goodwill movement by CGUs for the year ended 31st March 2024 is set out below:

Markets	31st March 2023	Scope Entry	Exchange Rate Differences	Impairment	31st March 2024
			(Thousands of euros)		
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
Italy	58,599	—	—	—	58,599
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	53,526	—	(1,136)	—	52,390
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	4,200	—	—	—	4,200
Total gross goodwill	**862,578**	**—**	**(1,136)**	**—**	**861,442**
France	(123,681)	—	—	—	(123,681)
Italy	(20,013)	—	—	—	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(39,294)	—	834	—	(38,460)
Metasearch	(7,642)	—	—	—	(7,642)
Total impairment on goodwill	**(232,107)**	**—**	**834**	**—**	**(231,273)**
Total net goodwill	**630,471**	**—**	**(302)**	**—**	**630,169**

As at 31st March 2024, the amount of the goodwill corresponding to the Nordics market has decreased due to the evolution of the Euro compared to the Swedish Krona, with a balancing entry under "Foreign currency translation reserve".

Details about the impairment test performed by the Group on the value of the Cash Generating Units ("CGUs") are included in note 18.

The detail of the goodwill movement by CGUs for the year ended 31st March 2023 is set out below:

Markets	31st March 2022	Scope Entry	Exchange Rate Differences	Impairment	31st March 2023
			(Thousands of euros)		
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073

Markets	31st March 2022	Scope Entry	Exchange Rate Differences	Impairment	31st March 2023
			(Thousands of euros)		
Italy	58,599	—	—	—	58,599
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	58,411	—	(4,885)	—	53,526
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	4,200	—	—	—	4,200
Total gross goodwill	**867,463**	**—**	**(4,885)**	**—**	**862,578**
France	(123,681)	—	—	—	(123,681)
Italy	(20,013)	—	—	—	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(42,880)	—	3,586	—	(39,294)
Metasearch	(7,642)	—	—	—	(7,642)
Total impairment on goodwill	**(235,693)**	**—**	**3,586**	**—**	**(232,107)**
Total net goodwill	**631,770**	**—**	**(1,299)**	**—**	**630,471**

As at 31st March 2023, the amount of the goodwill corresponding to the Nordics market decreased due to the evolution of the Euro compared to the Swedish Krona, with a balancing entry under "Foreign currency translation reserve".

During the year ended 31st March 2024, the Group has changed its segment structure (see note 7). The Group's operating segments continue to be market-based. Therefore, the cash generating units have been kept according to markets.

16. Other Intangible Assets

The detail of the other intangible assets movement for the year ended 31st March 2024 is set out below:

	31st March 2023	Acquisitions / Amortisation / Impairment	Disposals	Reclass	31st March 2024
			(Thousands of euros)		
Licenses	4,699	—	—	68	4,767
Brands	287,976	—	—	—	287,976
Software	73,329	—	—	—	73,329
Software internally dev	208,235	—	(39,538)	49,711	218,408
Software internally dev. in progress	3,550	48,982	—	(49,711)	2,821
Other intangible assets	18,622	—	—	—	18,622
Total gross value	**596,411**	**48,982**	**(39,538)**	**68**	**605,923**
Licenses	(4,693)	(6)	—	(68)	(4,767)
Software	(65,124)	(1,429)	—	—	(66,553)
Software internally dev	(122,302)	(32,776)	39,538	—	(115,540)
Other intangible assets	(16,595)	—	—	—	(16,595)
Total accumulated amortisation	**(208,714)**	**(34,211)**	**39,538**	**(68)**	**(203,455)**
Licenses	—	—	—	—	—
Brands	(66,264)	—	—	—	(66,264)
Software	(6,498)	—	—	—	(6,498)
Other intangible assets	(2,000)	—	—	—	(2,000)
Total accumulated impairment	**(74,762)**	**—**	**—**	**—**	**(74,762)**
Total other intangible assets	**312,935**	**14,771**	**—**	**—**	**327,706**

Brands

	31st March 2024	31st March 2023
	(Thousands of euros)	
Go Voyages	29,723	29,723
eDreams	80,815	80,815
Opodo	100,000	100,000
Travellink	7,311	7,311
Liligo	3,863	3,863
Total	**221,712**	**221,712**

Brands correspond to the commercial names under which the Group operates, which have been acquired externally through business combination operations, and their valuation comes from purchase price allocation processes.

On 6th July 2020, in relation to the new Government sponsored loan obtained, the Group's subsidiary Vacaciones eDreams, S.L. constituted a real first-lien pledge on the brand "eDreams". This pledge guaranteed full and timely compliance with all Guaranteed Obligations of the Government sponsored loan granted to the Group's subsidiary Vacaciones eDreams, S.L. for an amount up to €15 million. As at 31st March 2024 and as at 31st March 2023, the brand "eDreams" had a book value of €80,815 thousand.

On 30th June 2023, the Government sponsored loan was fully paid. Consequently, the associated real lien pledge was cancelled during August 2023.

The details about the impairment of intangible assets are described in notes 18 and 19.

Software Internally Developed and Software Internally Developed in Progress

Software internally developed and software internally developed in progress acquisitions correspond to the capitalisation of the technology developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones. The projects activated during the years ended 31st March 2024 and 31st March 2023 are aimed at improving the consumer experience, growing sales and automating processes internally. From the total software and software internally developed, as at 31st March 2024, €20.4 million net book value correspond to software from the Group's common platform with a 7-years useful life (€24.0 million as at 31st March 2023).

The disposals mainly relate to the write-off of projects that are no longer expected to bring utility as the Group is in the process of constant innovation and the internally developed projects are being updated accordingly.

During the year ended 31st March 2024, the Group has recognised as personnel expenses €11.0 million of costs related to research and development (€7.1 million for the year ended 31st March 2023).

The detail of the other intangible assets movement for the year ended 31st March 2023 is set out below:

	31st March 2022	Acquisitions / Amortisation / Impairment	Disposals / Reversals	Reclass	31st March 2023
			(Thousands of euros)		
Licenses	6,568	—	(1,869)	—	4,699
Brands	287,976	—	—	—	287,976
Software	73,727	—	(398)	—	73,329
Software internally dev	162,565	—	(8,888)	54,558	208,235
Software internally dev. in progress	20,369	37,739	—	(54,558)	3,550
Other intangible assets	18,622	—	—	—	18,622
Total gross value	**569,827**	**37,739**	**(11,155)**	**—**	**596,411**
Licenses	(6,503)	(59)	1,869	—	(4,693)

	31st March 2022	Acquisitions / Amortisation / Impairment	Disposals / Reversals	Reclass	31st March 2023
			(Thousands of euros)		
Software	(63,579)	(1,943)	398	—	(65,124)
Software internally dev	(103,032)	(28,158)	8,888	—	(122,302)
Other intangible assets	(16,595)	—	—	—	(16,595)
Total accumulated amortisation	**(189,709)**	**(30,160)**	**11,155**	**—**	**(208,714)**
Brands	(66,095)	(169)	—	—	(66,264)
Software	(6,498)	—	—	—	(6,498)
Other intangible assets	(2,000)	—	—	—	(2,000)
Total accumulated impairment	**(74,593)**	**(169)**	**—**	**—**	**(74,762)**
Total other intangible assets	**305,525**	**7,410**	**—**	**—**	**312,935**

The majority of other intangible assets were totally amortised during the year ended 31st March 2023.

Fully Amortised Other Intangible Assets

The detail of other intangible assets fully amortised and in use as at 31st March 2024 and 31st March 2023 is set out below:

	31st March 2024	31st March 2023
	(Thousands of euros)	
Licenses	4,767	4,767
Software	73,051	65,557
Software internally developed	41,782	58,138
Other intangible assets	18,524	18,591
Total	**138,124**	**147,053**

17. Property, Plant and Equipment

The detail of property, plant and equipment movement for the year ended 31st March 2024 is set out below:

	31st March 2023	Acquisitions / Depreciation / Impairment	Disposals	Exchange Rate Differences	31st March 2024
			(Thousands of euros)		
Buildings – lease	14,694	486	(4,069)	(42)	11,069
General installations / tech facilities	3,057	7	(654)	(3)	2,407
Furniture	1,460	—	(497)	(3)	960
Computer hardware	7,557	190	(123)	—	7,624
Computer hardware – lease	6,085	1,194	—	—	7,279
Other tangible assets	15	—	—	—	15
Total gross value	**32,868**	**1,877**	**(5,343)**	**(48)**	**29,354**
Buildings – lease	(8,409)	(1,796)	2,640	28	(7,537)
General installations / tech facilities	(2,141)	(320)	539	3	(1,919)
Furniture	(1,240)	(83)	490	3	(830)
Computer hardware	(6,549)	(585)	118	—	(7,016)
Computer hardware – lease	(4,621)	(776)	—	—	(5,397)
Other tangible assets	(18)	—	—	—	(18)
Total accumulated depreciation	**(22,978)**	**(3,560)**	**3,787**	**34**	**(22,717)**
General installations / tech facilities	—	(115)	115	—	—
Furniture	—	(3)	3	—	—
Total accumulated impairment	**—**	**(118)**	**118**	**—**	**—**

	31st March 2023	Acquisitions / Depreciation / Impairment	Disposals	Exchange Rate Differences	31st March 2024
			(Thousands of euros)		
Total property, plant and equipment	**9,890**	**(1,801)**	**(1,438)**	**(14)**	**6,637**

The decrease of "buildings-lease" as at 31st March 2024 is mainly due to the shortening of the lease term for certain office lease contracts that have now been finalised; consequently, the cost of the associated assets has been derecognised for an amount of €4.1 million with the corresponding accumulated depreciation of €2.6 million.

The general installations and furniture disposals are also related to the derecognition of the associated assets of the above mentioned leased office following the termination of the contract.

Acquisitions of "buildings-lease" refers mostly to an increase of the lease term considered for one of the offices of the Group.

In the year ended 31st March 2024, a large number of computer hardware assets were acquired through lease for an amount of €1.2 million.

The Group has purchased insurance policies to reasonably cover the possible risks of damage to its property, plant and equipment used in operations, with suitable limits and coverage.

The detail of property, plant and equipment movement for the year ended 31st March 2023 is set out below:

	31st March 2022	Acquisitions / Depreciation / Impairment	Disposals	Exchange Rate Differences	31st March 2023
			(Thousands of euros)		
Buildings – lease	13,447	2,527	(1,262)	(18)	14,694
General installations / tech facilities	2,763	296	—	(2)	3,057
Furniture	1,898	18	(454)	(2)	1,460
Computer hardware	7,527	213	(183)	—	7,557
Computer hardware – lease	4,525	1,585	(25)	—	6,085
Other tangible assets	15	—	—	—	15
Total gross value	**30,175**	**4,639**	**(1,924)**	**(22)**	**32,868**
Buildings – lease	(7,636)	(2,041)	1,262	6	(8,409)
General installations / tech facilities	(1,785)	(358)	—	2	(2,141)
Furniture	(1,418)	(277)	454	1	(1,240)
Computer hardware	(6,101)	(628)	180	—	(6,549)
Computer hardware – lease	(4,251)	(370)	—	—	(4,621)
Other tangible assets	(18)	—	—	—	(18)
Total accumulated depreciation	**(21,209)**	**(3,674)**	**1,896**	**9**	**(22,978)**
Total accumulated impairment	**—**	**(28)**	**28**	**—**	**—**
Total property, plant and equipment	**8,966**	**937**	**—**	**(13)**	**9,890**

The acquisitions of "buildings – lease" in the year ended 31st March 2023 corresponded mainly to an increase of the lease term considered for certain offices of the Group for €0.9 million and to a new office lease for an amount of €1.6 million.

The disposals of leased buildings in the year ended 31st March 2023 corresponded mainly to the contract novation and contract termination of two offices for an amount of €1.3 million.

In the year ended 31st March 2023 a large number of computer hardware assets were acquired through lease for an amount of €1.6 million.

Fully Depreciated Property, Plant and Equipment Assets

The Group has property, plant and equipment assets that are fully depreciated and in use for a total cost of €11.8 million as at 31st March 2024 (€10.8 million as at 31st March 2023), corresponding mainly to Hardware and Hardware lease amounting to €5.8 million and €4.4 million, respectively (€5.8 million and €4.4 million as at 31st March 2023, respectively).

18. Impairment of Assets

18.1. Measuring Methodology

The assets are tested at the market level except Metasearch and Connect (which are their own cash generating units "CGU"), which is used by management to make decisions about operating matters and is based on segment information.

The cash generating unit is determined as the smallest group of assets that generates cash inflows that are largely independent of the inflows produced by other assets or groups of assets. In this sense, the Group distinguishes Metasearch and Connect as two of its own cash-generating units, since they represent two different businesses of the group – Metasearch and Bedbank. Within the main business of online travel agency, the Group distinguishes between various CGUs according to the market, since each market is independent of each other in terms of the generation of cash inflows.

The Group performs an impairment test on the value of the Cash Generating Units ("CGUs") annually, or in the event of an indication of impairment (see impairment indicators in note 3.3), in order to identify the possible existence of unrecorded impairment losses.

The procedure for carrying out the impairment test is as follows:

- A business plan is drawn up for each CGU for the next five years in which the main components are the projected Adjusted EBITDA, the projected investments and working capital (see definition of Adjusted EBITDA in C4. Alternative Performance Measures). The main drivers behind the projection of EBITDA are Revenue Margin and Variable costs, which together result in Marginal Profit (see definition of Revenue Margin, Variable costs and Marginal Profit in C4. Alternative Performance Measures). Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks.

- A valuation analysis is carried out, which consists of applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the assets in each CGU. This calculation establishes a value which varies mainly according to the weighted projections and the discount rate for each of the CGU.

This analysis is used by Group Management to analyse both the recoverability of the goodwill and other intangible assets and property, plant and equipment belonging to each of the markets.

18.2. Main Assumptions Used in the Financial Projections

For each CGU, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC).

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each CGU and the inherent risk profile of the projected cash flows of each of the CGUs.

The table below shows the WACC applied by the Group for each CGU:

	Post-tax		Pre-tax	
WACC by CGU	**31st March 2024**	**31st March 2023**	**31st March 2024**	**31st March 2023**
France	11.3%	11.0%	14.4%	13.1%
Spain	13.5%	12.5%	17.3%	15.0%
Italy	13.5%	13.5%	17.3%	16.1%
UK	12.3%	12.0%	15.6%	14.3%
Germany	9.8%	10.0%	12.4%	11.9%
Nordics	11.8%	11.3%	15.2%	14.0%
Other countries	12.8%	12.0%	16.2%	14.3%
Metasearch	11.3%	11.0%	14.0%	13.7%
Connect	12.2%	11.6%	14.2%	13.6%

The WACC applied by the Group has increased versus previous year, mainly due to an increase of the risk free rates as a result of rising interest rates and adverse changes in the macroeconomic environment.

The variation between the pre-tax and post-tax discount rates is directly explained by the non-consideration of taxes in the discounted cash flow methodology.

In calculating the value of the assets in each different market, the following parameters have been considered:

- Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks. In prior years, the Group proposed three weighted scenarios to calculate future cash flow projections due to the uncertainty caused by COVID-19. However, following the stabilisation in the travel sector and the improved results, one single set of cash flow projections has been prepared.

- In the first year, Adjusted EBITDA was projected using the budget for the year ended 31st March 2025 approved by the Board of Directors (see definition of Adjusted EBITDA in C4. Alternative Performance Measures).

- In the four following years, a scenario of profitability and needs for investment in intangible assets and working capital that is consistent and sustainable in the long-term for each CGU was projected.

- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5% for France, Spain, Italy, Germany, United Kingdom and Nordics, and 1.6% for Other markets, Metasearch and Connect (1.5% and 1.6% respectively in the previous year).

- Capital expenditure level is in line with the fact that the business model is not CAPEX intensive. These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for the year ended 31st March 2025.

18.3. Conclusion on the Analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 18.1 and 18.2 respectively above, the carrying amount of the goodwill related to any CGU has not been impaired in the year ended 31st March 2024.

The following table shows the gross value in books and net value in books of operating assets for every CGU, the recoverable amount calculated for each CGU (value in use), the impairment recognised in the current year and the amount by which the CGU's recoverable amount exceeds its carrying amount:

CGU	31st March 2024				
	Gross Value of Operating Assets	Net Value of Operating Assets	Value in Use	Impairment (Increase) / Reversal	Exceeding Amount (Headroom)
			(Thousands of euros)		
France	458,379	266,565	477,582	—	211,017
Spain	34,982	34,243	124,550	—	90,307
Italy	67,363	46,339	143,422	—	97,083
UK	66,163	34,336	97,761	—	63,425
Germany	173,940	162,148	333,972	—	171,824
Nordics	51,446	12,267	50,066	—	37,799
Other countries	506	(1,346)	298,385	—	299,731
Metasearch	15,462	7,820	18,720	—	10,900
Connect	13,065	13,065	27,588	—	14,523
Total	**881,306**	**575,437**	**1,572,046**	**—**	**996,609**

CGU	31st March 2023				
	Gross Value of Operating Assets	Net Value of Operating Assets	Value in Use	Impairment (Increase) / Reversal	Exceeding Amount (Headroom)
			(Thousands of euros)		
France	458,729	266,722	345,384	—	78,662
Spain	34,452	33,802	157,129	—	123,327
Italy	60,368	39,582	118,050	—	78,468
UK	57,466	26,017	63,443	—	37,426
Germany	169,038	156,748	305,679	—	148,931
Nordics	53,509	13,437	27,518	—	14,081
Other countries	760	(1,046)	330,782	—	331,828
Metasearch	14,029	6,387	13,818	—	7,431
Connect	7,618	7,618	38,298	—	30,680
Total	**855,969**	**549,267**	**1,400,101**	**—**	**850,834**

For the purpose of carrying out the impairment test of the CGUs, the Group distributes the value of the brands among the different CGUs based on the allocation made in the year of formation of the Group (year ended 31st March 2012). This historical allocation was based on the contribution of each brand to the results of each CGU.

18.4. Sensitivity Analysis on Key Assumptions

The Group has performed a sensitivity analysis on the key assumptions of the impairment test for the CGUs applying the following changes:

- 1pp increase in WACC;
- 0.5pp decrease in perpetual growth; and
- 10% decrease in Marginal Profit.

The conclusion of this sensitivity analysis is that no additional impairment would be recognised in any of the CGUs if the changes on key assumptions previously mentioned were applied.

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 18.2.

19. IMPAIRMENT OF BRANDS

19.1. Measuring Methodology

The brands, which have indefinite lives, have been tested for impairment together with the rest of CGU assets (see note 18) as well as separately brand by brand.

The Group carries out a specific impairment test for brands to determine whether any of them could have seen their value impaired at the individual level, regardless of whether or not there was impairment at the level of the cash-generating unit to which it has been assigned. It should be noted that certain Group brands are focused on one market (Go Voyages and Liligo in France, and Travellink in Nordics), while others (eDreams and Opodo) are multi-market.

The Group considers that the fair value of the brands can be determined independently from the rest of the assets and for each one of them, since they generate income comparable to that generated by a licensed brand, which can be separated from the rest of the assets. The calculation of said fair value is made based on the royalty income that each brand would generate according to its projected revenue margin.

The Group performs an impairment test on the value of the brands annually, or in the event of an indication of impairment (see impairment indicators in note 3.3), in order to identify the possible existence of unrecorded impairment losses or that the impairment may have decreased.

The procedure for carrying out the impairment test is as follows:

- A business plan is drawn up for each brand for the next five years in which the main component is the Revenue Margin that will be generated by each brand. These revenue projections are multiplied by a royalty rate to obtain the revenue corresponding to the brands. Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks.

- A valuation analysis is carried out, which consists of applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the brands.

This analysis is used by Group Management to analyse the recoverability of the brands.

19.2. Main Assumptions Used in the Financial Projections

For each brand, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC). The WACC has been calculated on a market basis (see note 18.2) and applied a weighted average according to the contribution of each market in each brand in the current year.

In calculating the value of each brand, the following parameters have been considered:

- Management projections consider external reports that encompass various factors including macroeconomic, geopolitical, and social elements, along with Management's informed estimations based on historical data and future outlooks. In prior years, the Group proposed three weighted scenarios to calculate future cash flow projections due to the uncertainty caused by COVID-19. However, following the stabilisation in the travel sector and the improved results, one single set of cash flow projections has been prepared.

- In the first year, Revenue Margin was projected using the budget for the year ended 31st March 2025 approved by the Board of Directors. See definition of Revenue Margin in C4. Alternative Performance Measures.

- In the four following years, a scenario of evolution of volumes and margins has been considered based on the strategy of the Group and previous experience.

- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5% (1.5% in the previous year).

- Royalty rates have been set to 6.5%, except for the Travellink brand that has a 4.0% royalty rate (6.5% and 4.0% respectively in the previous year).

These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for the year ended 31st March 2025.

The table below shows the WACC applied by the Group for each brand:

	Post-Tax		Pre-Tax	
	31st March 2024	31st March 2023	31st March 2024	31st March 2023
Go Voyages	11.3%	11.0%	14.6%	14.2%
eDreams	12.6%	12.1%	16.4%	15.7%
Opodo	11.0%	10.7%	14.3%	13.8%
Travellink	11.8%	11.3%	15.5%	14.7%
Liligo	11.3%	11.0%	14.5%	14.3%

The WACC applied by the Group has increased versus previous year, mainly due to an increase of the risk free rates as a result of rising interest rates and adverse changes in the macroeconomic environment (see note 18.2).

19.3. Conclusion on the Analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 19.1 and 19.2, respectively, above, and due to the updated projections, no impairment has been booked during the year ended 31st March 2024.

During the year ended 31st March 2023, the Group booked an impairment for the Liligo brand for €0.2 million.

The table below shows the gross value in books and net value in books of each brand (before any impairment increase or decrease for the year), the recoverable amount calculated for each brand (value in use), the impairment recognised or reversed in the current year and the amount by which the brand's recoverable amount exceeds its carrying amount:

	31st March 2024				
Brands	Gross Value of Brands	Net Value of Brands	Value in Use	Impairment (Increase) / Reversal	Exceeding Amount (Headroom)
	(Thousands of euros)				
Go Voyages	95,430	29,723	34,088	—	4,365
eDreams	80,815	80,815	217,490	—	136,675
Opodo	100,000	100,000	167,870	—	67,870
Travellink	7,699	7,311	8,270	—	959
Liligo	4,032	3,863	3,900	—	37
Total	**287,976**	**221,712**	**431,618**	**—**	**209,906**

	31st March 2023				
Brands	Gross Value of Brands	Net Value of Brands	Value in Use	Impairment (Increase) / Reversal	Exceeding Amount (Headroom)
	(Thousands of euros)				
Go Voyages	95,430	29,723	33,761	—	4,038
eDreams	80,815	80,815	198,267	—	117,452
Opodo	100,000	100,000	172,977	—	72,977
Travellink	7,699	7,311	8,379	—	1,068
Liligo	4,032	4,032	3,863	(169)	—
Total	**287,976**	**221,881**	**417,247**	**(169)**	**195,535**

19.4. Sensitivity Analysis on Key Assumptions

The Group presents below the sensitivity analysis for the brands where a reasonably possible change in a key assumption would cause the unit's carrying amount to exceed its recoverable amount.

The table below shows the additional impairment that would be recognised if certain changes in main assumptions had been applied:

Brands	1.0pp Increase in WACC	0.5pp Decrease in Perpetual Growth	5% Decrease in Revenue Margin	1pp Decrease in Royalty Rate
		(Thousands of euros)		
Go Voyages	—	—	—	(879)
eDreams	—	—	—	—
Opodo	—	—	—	—
Travellink	—	—	—	(1,109)
Liligo	(323)	(100)	(158)	(563)
Total	**(323)**	**(100)**	**(158)**	**(2,551)**

The table below shows the value assigned to the assumptions of Revenue Margin as compound annual growth rates (CAGR) over the explicitly projected period (five years) for the brands:

	Revenue Margin Growth
eDreams	8.9%
Opodo	9.0%
Go Voyages	9.8%
Travellink	(0.2)%
Liligo	13.8%

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 19.2.

20. TRADE AND OTHER RECEIVABLES

20.1. Trade Receivables

The trade receivables from contracts with customers as at 31st March 2024 and 31st March 2023 are as follows:

	31st March 2024	31st March 2023
	(Thousands of euros)	
Trade receivables	21,302	20,416
Accrued income	34,521	36,270
Impairment loss on trade receivables and accrued income	(4,802)	(4,526)
Provision for Booking cancellation	(1,441)	(2,398)
Trade related deferred expenses	2,255	2,556
Total trade receivables	**51,835**	**52,318**

Accrued income mainly relates to supplier commissions and incentives earned from Bookings made by the Group's customers.

The calculation of the impairment loss on trade receivables and accrued income considers in the forward-looking information the impact of the current macroeconomic environment on the financial situation of the Group's clients. There have not been significant changes in customer risk compared to 31st March 2023.

Provision for Booking cancellation is calculated to cover the risk of loss on GDS incentives or supplier commissions in the case of cancellation of Bookings made prior to the reporting closing date with future departure date.

Trade related deferred expenses are mainly related to the service Cancellation for any reason and Flexiticket. It corresponds to the redemption risk pending to be accrued.

The table below shows the detail of the provision for Booking cancellation and the percentages of risk that have been applied to the basis of GDS incentives and supplier commissions subject to cancellation:

	31st March 2024		31st March 2023	
	Provision for Booking Cancellation	Percentage Applied	Provision for Booking Cancellation	Percentage Applied
	(Thousands of euros)			
GDS Incentives	(543)	6%	(840)	8%
Hotel supplier commissions	(587)	7%	(1,197)	13%
Car rental supplier commissions	(311)	16%	(361)	15%
Total	**(1,441)**		**(2,398)**	

The decrease in provision for Booking cancellation is mainly due to the lower volumes and a decrease in the percentage applied for GDS incentives and hotel supplier commissions.

The risk percentages applied are also directly related to customer behaviour and specificities of the product that the Group is intermediating and are therefore subject to change. For hotels and cars services, our products often include the option for customers to cancel their product up to the check-in or pick-up date, and customers use this benefit to varying degrees depending on a number of factors. In the case of flights, usually airlines do not offer this level of flexibility regarding cancellation, unless the customer has purchased an insurance product.

20.2. Valuation Allowance

An impairment analysis of trade receivables and accrued income has been performed at year-end using a provision matrix by type of customer, to measure expected credit losses. The provision for Booking cancellation has been deducted from the accrued income amounts for the impairment estimation.

A single methodology has been adopted to establish this provision matrix by type of customer. The different percentages of risk have been calculated based on the weight of all invoices still overdue after a certain period of time, out of the gross amount of invoices issued, by month. This statistic database provides a reasonable expectation of the successful percentage of recovery of the overdue balances.

Movements in the valuation allowance are as follows:

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Valuation allowance opening balance	(4,526)	(5,552)
(Increase) / decrease in impairment losses	(366)	310
Amount written off as uncollectible	90	716
Valuation allowance closing balance	**(4,802)**	**(4,526)**

The increase in the valuation allowance in the year ended 31st March 2024, is driven by a higher provision due to an increase in trade receivables and lower amounts written off as uncollectible.

The table below shows the impairment by type of customer:

	31st March 2024		31st March 2023	
	Trade Receivables	Impairment	Trade Receivables	Impairment
	(Thousands of euros)			
Commissions, BtB incentives and advertising revenue	45,977	(3,704)	44,531	(3,473)
Metasearch customers	1,731	(748)	1,792	(670)
Leisure customers & Global Distribution System (GDS)	6,674	(350)	7,965	(383)
Total trade receivables	**54,382**	**(4,802)**	**54,288**	**(4,526)**

The tables below show the credit risk exposure for the Group's two main types of customers:

	Commissions, BtB Incentives and Advertising Revenue			
	31st March 2024		31st March 2023	
	Trade Receivables	Impairment	Trade Receivables	Impairment
	(Thousands of euros)			
Accrued income & provision for Booking cancellation	28,835	(209)	29,895	(397)
Amount invoiced not overdue	10,145	(74)	7,732	(96)
Less than 60 days	2,836	(100)	3,640	(166)
Between 60 days and 120 days	830	(40)	272	(18)
Between 120 days and 240 days	719	(81)	407	(51)
Between 240 days and 365 days	136	(34)	115	(25)
More than 365 days	114	(45)	23	(8)
Bankruptcy & other non-recoverability risk	2,362	(2,362)	2,447	(2,447)
Additional risk high	—	(4)	—	(110)
Additional risk medium	—	(352)	—	(97)
Additional risk low	—	(403)	—	(58)
Total	**45,977**	**(3,704)**	**44,531**	**(3,473)**

	Metasearch Customers			
	31st March 2024		31st March 2023	
	Trade Receivables	Impairment	Trade Receivables	Impairment
	(Thousands of euros)			
Accrued income	360	(5)	480	(10)
Amount invoiced not overdue	514	(8)	561	(13)
Less than 90 days	71	(1)	93	(2)
Between 90 days to 120 days	12	(2)	13	(2)
Between 120 days to 150 days	19	(4)	—	—
Between 150 days to 180 days	3	(1)	3	(1)
Between 180 days to 210 days	23	(7)	—	—
Between 210 days to 240 days	1	—	—	—
More than 240 days	15	(5)	4	(4)
Bankruptcy & other non-recoverability risk	713	(713)	638	(638)
Additional risk medium	—	(2)	—	—
Total	**1,731**	**(748)**	**1,792**	**(670)**

Due to the current macroeconomic environment, the Group considers an additional risk for some customers shown in the tables above as Additional risk high, Additional risk medium and Additional risk low, for a total amount of €0.8 million (€0.3 million as at 31st March 2023). The percentage of risk applied is the result of a deep analysis carried out by customer.

The line "Bankruptcy & other non-recoverability risk" includes all invoices fully impaired as the customer is going into insolvency proceedings or if the invoices are overdue for a significant period. In the year ended 31st March 2024 the Group considered a limit of overdue more than 2 years.

The Group has two other types of customers, Leisure customers and Global Distribution System ("GDS"). For Leisure customers, as the Group collects the amount due at the time of the Booking, the Group considers there is no risk of credit loss.

As at 31st March 2024, the amount accrued and invoiced not overdue yet for these types of customers is €6.7 million and the impairment booked is €0.4 million (€8.0 million and €0.4 million respectively as at 31st March 2023).

The Group has no collateral or other credit enhancements over its trade receivables.

20.3. Other receivables

	31st March 2024	31st March 2023
	(Thousands of euros)	
Advances given – trade related	9,610	14,243
Other receivables	509	378
Prepaid expenses	4,048	2,606
Impairment loss on other receivables	(53)	(54)
Total other receivables	14,114	17,173

"Advances given – trade related" corresponds to payments done to certain trade suppliers that have terms of advance payment. It mainly relates to the payment for travel products in relation to Bookings from the Group's customers. The decrease is mostly due to lower utilisation of advanced payment methods with certain suppliers.

The increase in prepaid expenses is due to higher IT, consulting and insurance prepaid invoices.

21. CASH AND CASH EQUIVALENTS

	31st March 2024	31st March 2023
	(Thousands of euros)	
Cash and other cash equivalents	91,205	35,933
Total cash and cash equivalents	91,205	35,933

The Cash and other cash equivalents of the Group include solely cash on hand.

The Group has no restricted cash.

22. EQUITY

	31st March 2024	31st March 2023
	(Thousands of euros)	
Share capital	12,761	12,761
Share premium	1,048,630	1,048,630
Equity-settled share-based payments	55,123	38,406
Retained earnings and others	(857,758)	(805,454)
Treasury shares	(5,163)	(3,699)
Profit and loss attributable to the parent company	32,358	(43,337)
Foreign currency translation reserve	(11,423)	(11,003)
Non-controlling interest	—	—
Total equity	**274,528**	**236,304**

22.1. Share Capital

The Company's share capital amounts to €12,760,505.90 and is represented by 127,605,059 shares at a nominal value of €0.10 per share.

The significant shareholders of the Company and Board members as at 31st March 2024 are the following:

Shareholder	Number of Shares	% Share Capital
Permira (1)	32,011,388	25.1%
Board Members	3,934,081	3.1%
Treasury Shares (2)	3,030,040	2.4%
Rest of shares outstanding (3)	88,629,550	69.5%
Total shares outstanding	**127,605,059**	**100.0%**

(1) The stake attributed to Permira is the result of dividing the total number of shares reported by Permira to the Spanish Securities Exchange Commission ("CNMV") on 8 October 2021 by the total number of shares of the Company as of 31st March 2024. Such calculation has been made by the Company.

(2) Shares settled as of 31st March 2024. In addition, 34,521 additional shares were acquired on 27th and 28th March 2024, which are not included since their settlement was pending as of 31st March 2024.

(3) The rest of the shares outstanding has been calculated on the basis of shareholder notifications of voting rights communicated to the Company as of 31st March 2024 in accordance with the Royal Decree 1362/2007 (recalculated by the Company as explained in the next table) and other information made available to the Company by shareholders by taking the total number of shares issued less the shares held by Permira (see footnote 1 above), the Directors and the Treasury Shares.

Rest of shares outstanding	Number of Shares	% Share Capital
Sunderland Capital	6,371,316	5.0%
JP Morgan	5,975,363	4.7%
The Goldman Sachs Group	5,165,740	4.0%
Morgan Stanley	4,821,592	3.8%
Astaris	2,550,985	2.0%
Others less than 3%	63,744,554	50.0%
Rest of shares outstanding	**88,629,550**	**69.5%**

The information provided regarding the Rest of shares outstanding is based on the information sent by the relevant investors to the Spanish Securities Exchange Commission ("CNMV") and to the Company itself. For the significant shareholding forms communicated before January 2022, the Company has recalculated the relevant stakes considering the total number of voting rights of the Company as of 31st March 2024. It should also be highlighted that the voting rights attached to shares reported by financial institutions in this section may be the counterparty of derivative instruments reported by other investors.

During the year ended 31st March 2023, the Group paid €3.7 million in relation to the 8,823,529 shares issued in January 2022.

During the years ended 31st March 2024 and 31st March 2023, the shareholders did not carry out any significant transactions other than those mentioned in note 29.

The Company's shares are admitted to official listing on the Spanish Stock Exchanges.

22.2. Share Premium

The share premium account may be used to provide for the payment of any shares, which the Company may repurchase from its shareholders, to offset any net realised losses, to make distributions to the shareholders in the form of a dividend or to allocate funds to the legal reserve.

22.3. Equity-Settled Share-Based Payments

The amount recognised under "Equity-settled share-based payments" in the consolidated statement of financial position as at 31st March 2024 and 31st March 2023 arose as a result of the long-term incentive plans given to the employees.

As at 31st March 2024, the only long-term incentive plans currently granted to employees are the 2016 LTIP, the 2019 LTIP and the 2022 LTIP detailed in note 23.

22.4. Treasury Shares

	Number of Shares	Thousand of Euros
Treasury shares at 31st March 2022	**6,062,839**	**3,818**
Reduction due to vesting of LTIP (see note 23.1)	(1,185,274)	(119)
Treasury shares at 31st March 2023	**4,877,565**	**3,699**
Acquisitions (see note 2.2)	254,975	1,674
Reduction due to vesting of LTIP (see notes 2.1 and 23.1)	(2,102,500)	(210)
Treasury shares at 31st March 2024	**3,030,040**	**5,163**

Share Buy-back Programme

On the 27th February 2024, the Company resolved to implement a buy-back programme over its own shares (see note 2.2). As at 31st March 2024, 254,975 treasury shares have been acquired under this programme.

During the year ended 31st March 2024, the total amount paid under the buy-back programme amounts to €1,676 thousand, which includes €1,674 thousand of acquisition of treasury shares and 0.1% of the associated transaction costs equivalent to €2 thousand that have been booked against other reserves.

Treasury Shares Stock and Reduction Due to Vesting of LTIP

On 7th July 2020, the Board of Directors resolved to issue 8,318,487 new shares, corresponding to the maximum amount of shares available pursuant to the authorised capital included in the current Articles of Association of the Company to serve the Group's LTIPs. The subscriber of the Bonus Shares is eDreams International Network, S.L. The new shares will be held by the Group as treasury stock and therefore both the economic and political rights of the new shares will be suspended.

In the year ended 31st March 2023, the Board of Directors resolved to deliver 262,684 treasury shares to the beneficiaries of the 2016 Long-term incentive plan (see note 23.1) and 922,590 treasury shares to the beneficiaries of the 2019 Long-term incentive plan (see note 23.2). The Group used the shares issued on 7th July 2020, owned by the subsidiary eDreams International Network, S.L.

In the year ended 31st March 2024, the Board of Directors resolved to deliver 47,729 treasury shares to the beneficiaries of the 2016 Long-term incentive plan (see note 23.1) and 2,054,771 treasury shares to the beneficiaries of the 2019 Long-term incentive plan (see note 23.2). The Group used the shares issued on 7th July 2020, owned by the subsidiary eDreams International Network, S.L.

As at 31st March 2024, the Group has 3,030,040 treasury shares, carried in equity at €5.2 million, at an average historic price of €1.70 per share. eDreams International Network, S.L. owns 1,693,599 shares valued at €0.10 each, and the remaining 1,336,441 shares are owned by eDreams ODIGEO, S.A. valued at €3.74 each.

The treasury shares have been fully paid.

22.5. Foreign Currency Translation Reserve

The foreign currency translation reserve corresponds to the net amount of the exchange differences arising from the translation of the financial statements of eDreams, L.L.C., ODIGEO Hungary, Kft., GEO Travel Pacific, Pty. Ltd., Travellink, A.B. and eDreams Gibraltar Ltd., since they are denominated in currencies other than the Euro.

23. SHARE-BASED COMPENSATION

23.1. 2016 Long-Term Incentive Plan

On 20th July 2016, the Board of Directors decided to implement a long-term incentive plan ("2016 LTIP") for key executives and other employees of the Group with a view to incentivising them to continue improving the Group's results and retaining and motivating key personnel.

During the year ended 31st March 2021, the Company observed that there were significant potential rights pending to be allotted under the 2016 LTIP. As a result, on 23rd March 2021, the Board of Directors agreed to extend and adjust the 2016 LTIP by creating four additional tranches and extending its duration, intending to include new individuals that previously were not beneficiaries of the 2016 LTIP and continue incentivising and retaining its personnel.

The 2016 LTIP lasts for eight years and vests between August 2018 and February 2026 based on financial results. The exercise price of the rights is €0.

The 2016 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the scheme is linked to stringent financial and strategic objectives.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Tranche, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

Future deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 31st March 2024, 9,373,582 Potential Rights have been granted since the beginning of the plan under the 2016 LTIP (9,351,256 Potential Rights at 31st March 2023), of which 2,364,926 Potential Rights (the Sixth and Seventh Tranches) are outstanding.

The First, Second, Third, Fourth and Fifth Tranche, for which 7,008,656 rights have been granted since the beginning of the 2016 LTIP, have been closed and a total of 6,082,657 shares has been delivered.

The following deliveries have been made during the year ended 31st March 2024:

- 27,527 gross shares in August 2023 (the Fifth Tranche, First Delivery). Shares delivered to the beneficiaries corresponded to 15,873 net shares and 11,654 shares withheld for tax purposes.
- 27,527 gross shares in November 2023 (the Fifth Tranche, Second Delivery). Shares delivered to the beneficiaries corresponded to 15,873 net shares and 11,654 shares withheld for tax purposes; and
- 27,526 gross shares in February 2024 (the Fifth Tranche, Third Delivery). Shares delivered to the beneficiaries corresponded to 15,983 net shares and 11,543 shares withheld for tax purposes.

The deliveries made during the year ended 31st March 2023 were:

- 145,475 gross shares in August 2022 (the Fourth Tranche, First Delivery). Shares delivered to the beneficiaries corresponded to 89,162 net shares and 56,313 shares withheld for tax purposes.

- 145,475 gross shares in November 2022 (the Fourth Tranche, Second Delivery). Shares delivered to the beneficiaries corresponded to 89,552 net shares and 55,923 shares withheld for tax purposes; and

- 134,167 gross shares in February 2023 (the Fourth Tranche, Third Delivery). Shares delivered to the beneficiaries corresponded to 83,970 net shares and 50,197 shares withheld for tax purposes.

The Group pays the corresponding tax on behalf of the beneficiaries, but it does not sell any shares for this purpose.

Since the beginning of the fiscal year 2023, the withholding tax on the deliveries was paid by the Company's means. The shares withheld were no longer sold for tax purposes but kept within the stock of Treasury shares held by the Company.

The impact of the withholding tax on the deliveries is accounted for against equity when applicable net of the tax effect amounting to a loss of €0.2 million and €0.6 million for the years ended 31st March 2024 and 31st March 2023, respectively.

The 2016 LTIP continues to be classified in its entirety as an equity-settled share-based payment.

The movement of the Potential Rights during the years ended 31st March 2024 and 31st March 2023 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2016 LTIP Potential Rights – 31st March 2022	**3,929,938**	**3,929,938**	**7,859,876**	**2,328,568**	**3,246,392**	**5,574,960**
Potential Rights forfeited – leavers	(10,000)	(10,000)	(20,000)	—	—	—
Additional Potential Rights granted	755,690	755,690	1,511,380	—	—	—
Shares delivered	—	—	—	207,108	218,009	425,117
2016 LTIP Potential Rights – 31st March 2023	**4,675,628**	**4,675,628**	**9,351,256**	**2,535,676**	**3,464,401**	**6,000,077**
Potential Rights forfeited – leavers	(10,000)	(10,000)	(20,000)	—	—	—
Additional Potential Rights granted	21,163	21,163	42,326	—	—	—
Shares delivered	—	—	—	41,290	41,290	82,580
2016 LTIP Potential Rights – 31st March 2024	**4,686,791**	**4,686,791**	**9,373,582**	**2,576,966**	**3,505,691**	**6,082,657**

The average market value of the share used to value additional potential rights granted during the year ended 31st March 2024 has been €6.2 per share, corresponding mainly to the market value of the shares as at 9th August 2023, when most of these rights were granted. The probability of compliance with conditions as at 31st March 2024 has been estimated at 84% for PSRs and 89% for RSUs.

The cost of the 2016 LTIP has been recorded in the consolidated Income Statement (Personnel expenses, see note 10.1) and against Equity (included in Equity-settled share based payments, see note 22.3), amounting to €4.2 million and €3.9 million for the years ended 31st March 2024 and 31st March 2023, respectively.

23.2. 2019 Long-Term Incentive Plan

On 19th June 2019, the Board of Directors of the Company approved a long-term incentive plan ("2019 LTIP") to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

The 2019 LTIP lasts for four years and is designed to vest around financial results publications between August 2022 and February 2026. The exercise price of the rights is €0. The Group delivers to the beneficiaries the Incentive Shares net of withholding tax.

The 2019 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative periods.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Award, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

Future deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 31st March 2024, 8,586,436 Potential Rights have been granted since the beginning of the plan under the 2019 LTIP (7,701,254 Potential Rights as at 31st March 2023), of which 3,927,155 Potential Rights (the Third and Fourth Award) are outstanding.

The First and Second Award, for which 4,659,281 rights have been granted since the beginning of the 2019 LTIP, have been closed and a total of 4,583,604 shares have been delivered.

The following deliveries have been made during the year ended 31st March 2024:

- 1,062,538 gross shares in August 2023 (the Second Award, First Delivery). Shares delivered to the beneficiaries corresponded to 685,062 net shares and 377,476 shares withheld for tax purposes.

- 1,075,736 gross shares in November 2023 (the Second Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 684,980 net shares and 390,756 shares withheld for tax purposes; and

- 1,054,611 gross shares in February 2024 (the Second Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 684,729 net shares and 369,882 shares withheld for tax purposes.

The deliveries made during the year ended 31st March 2023 were:

- 296,014 gross shares in August 2022 (the First Award, First Delivery). Shares delivered to the beneficiaries corresponded to 177,658 net shares and 118,356 shares withheld for tax purposes.

- 634,531 gross shares in November 2022 (the First Award, Second Delivery). Shares delivered to the beneficiaries corresponded to 437,662 net shares and 196,869 shares withheld for tax purposes; and

- 460,174 gross shares in February 2023 (the First Award, Third Delivery). Shares delivered to the beneficiaries corresponded to 307,270 net shares and 152,904 shares withheld for tax purposes.

The Group pays the corresponding tax on behalf of the beneficiaries but does not sell any shares for this purpose.

The impact of the withholding tax on the deliveries is accounted for against equity with applicable net of the tax effect amounting to a loss of €7.6 million and €1.8 million for the years ended 31st March 2024 and 31st March 2023, respectively.

The 2019 LTIP continues to be classified in its entirety as an equity-settled share-based payment.

The movement of the Potential Rights during the years ended 31st March 2024 and 31st March 2023 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2019 LTIP Potential Rights – 31st March 2022	**2,939,430**	**2,939,430**	**5,878,860**	**—**	**—**	**—**
Potential Rights forfeited – leavers	(72,640)	(72,640)	(145,280)	—	—	—
Additional Potential Rights granted	983,837	983,837	1,967,674	—	—	—
Shares delivered	—	—	—	663,356	727,363	1,390,719
2019 LTIP Potential Rights – 31st March 2023	**3,850,627**	**3,850,627**	**7,701,254**	**663,356**	**727,363**	**1,390,719**
Potential Rights forfeited – leavers	(66,095)	(66,095)	(132,190)	—	—	—
Additional Potential Rights granted	508,686	508,686	1,017,372	—	—	—
Shares delivered	—	—	—	1,590,675	1,602,210	3,192,885
2019 LTIP Potential Rights – 31st March 2024	**4,293,218**	**4,293,218**	**8,586,436**	**2,254,031**	**2,329,573**	**4,583,604**

The average market value of the share used to value additional potential rights granted during the year ended 31st March 2024 has been €6.2 per share, corresponding to the average market value of the shares as at 9th August 2023, when most of these rights were granted. The probability of compliance with conditions has been estimated at 89% for PSRs and 90% for RSUs.

The cost of the 2019 LTIP has been recorded in the consolidated Income Statement (Personnel expenses, see note 10.1) and against Equity (included in Equity-settled share based payments, see note 22.3), amounting to €10.1 million and €7.3 million for the years ended 31st March 2024 and 31st March 2023, respectively.

23.3. 2022 Long-Term Incentive Plan

On 16th August 2022, the Board of Directors of the Company approved a new long-term incentive plan ("2022 LTIP") to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

The 2022 LTIP lasts for four years and is designed to vest around financial results publications between August 2026 and February 2030. The exercise price of the rights is €0. The Group will deliver to the beneficiaries the Incentive Shares net of withholding tax.

The 2022 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative periods.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Award, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

Future deliveries of shares under the plans are serviced from the stock of Treasury shares held by the Company.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 31st March 2024, 2,752,800 Potential Rights have been granted since the beginning of the plan under the 2022 LTIP (0 Potential Rights as at 31st March 2023), and no shares have been delivered yet.

The 2022 LTIP is classified in its entirety as an equity-settled share-based payment.

The movement of the Potential Rights during the years ended 31st March 2024 and 31st March 2023 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2022 LTIP Potential Rights – 31st March 2023	—	—	—	—	—	—
Potential Rights forfeited – leavers	—	—	—	—	—	—
Additional Potential Rights granted	1,376,400	1,376,400	2,752,800	—	—	—
Shares delivered	—	—	—	—	—	—
2022 LTIP Potential Rights – 31st March 2024	1,376,400	1,376,400	2,752,800	—	—	—

The average market value of the share used to value additional potential rights granted during the year ended 31st March 2024 has been €6.2 per share, corresponding to the average market value of the shares as at 9th August 2023, when most of these rights were granted. The probability of compliance with conditions has been estimated at 72% for PSRs and 76% for RSUs.

The cost of the 2022 LTIP has been recorded in the consolidated Income Statement (Personnel expenses, see note 10.1) and against Equity (included in Equity-settled share based payments, see note 22.3), amounting to €2.5 million and €0.0 million for the years ended 31st March 2024 and 31st March 2023, respectively.

24. FINANCIAL LIABILITIES

The Group debt and other financial liabilities at 31st March 2024 and 31st March 2023 are as follows:

	31st March 2024			31st March 2023		
	Current	Non-Current	Total	Current	Non-Current	Total
			(Thousands of euros)			
2027 Notes – Principal	—	375,000	375,000	—	375,000	**375,000**
2027 Notes – Financing fees capitalized	—	(4,645)	(4,645)	—	(5,889)	**(5,889)**
2027 Notes – Accrued interest	4,297	—	4,297	4,297	—	**4,297**
Total Senior Notes	**4,297**	**370,355**	**374,652**	**4,297**	**369,111**	**373,408**
Government sponsored loan – Principal	—	—	—	3,750	—	**3,750**
Government sponsored loan – Financing fees capitalized	—	—	—	(17)	—	**(17)**
Government sponsored loan – Accrued interest	—	—	—	49	—	**49**
Total Government sponsored loan	**—**	**—**	**—**	**3,782**	**—**	**3,782**
SSRCF – Principal	—	—	—	—	—	—
SSRCF – Financing fees capitalized	—	—	—	(3,594)	—	(3,594)
SSRCF – Accrued interest	—	—	—	—	—	—
SSRCF – Bank facilities and bank overdrafts	—	—	—	3,883	—	3,883
Total SSRCF – Bank facilities and bank overdrafts	**—**	**—**	**—**	**289**	**—**	**289**
Lease liabilities	2,742	3,243	5,985	2,527	5,698	8,225
Other financial liabilities	2,327	—	2,327	2,559	—	2,559
Total other financial liabilities	**5,069**	**3,243**	**8,312**	**5,086**	**5,698**	**10,784**
Total financial liabilities	**9,366**	**373,598**	**382,964**	**13,454**	**374,809**	**388,263**

Senior Notes – 2027 Notes

On 2nd February 2022, eDreams ODIGEO, S.A. issued €375.0 million 5.50% Senior Secured Notes with a maturity date of 15th July 2027 ("the 2027 Notes").

The transaction costs of the issuance of the 2027 Notes were capitalised for a total amount of €7.2 million, of which €1.2 million was amortised during the year ended 31st March 2024 (€1.2 million amortised for the year ended 31st March 2023). These transaction costs will be amortised during the life of the debt.

The 2027 Notes have been admitted to the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF Market of the Luxembourg Stock Exchange.

The obligations under the 2027 Notes and the SSRCF are guaranteed by certain of the Company's subsidiaries and secured by certain assets of the Company (see note 28).

Government Sponsored Loan Due 2023

On 30th June 2020, the Group's subsidiary Vacaciones eDreams, S.L. signed a syndicated loan for €15.0 million.

The Group received the €15.0 million funds on 7th July 2020. Transaction costs directly attributable to the issue of this loan were capitalised and were amortised over the life of the loan.

The loan had a three-year term, with 25% biyearly repayments starting at 18 months. The first, second, third and fourth repayments, for equal amounts of €3.8 million, were made on 3rd January 2022, 1st July 2022, 2nd January 2023 and 30th June 2023. The loan was fully paid on 30th June 2023.

The loan had an associated real lien / pledge (see note 16) which was cancelled during August 2023.

The interest rate of the loan was the EURIBOR benchmark rate plus a margin of 2.75%, and the interest was paid quarterly.

Super Senior Revolving Credit Facility

On 4th October 2016, the Group refinanced its Super Senior Revolving Credit Facility ("the SSRCF"), increasing the size to €147.0 million from the previous €130.0 million, and gaining significant flexibility as well versus the previous terms.

In May 2017, the Group obtained the modification of the SSRCF from 4th October 2016, increasing the commitment by €10.0 million to a total of €157.0 million.

In September 2018, the Group obtained another modification of the SSRCF, increasing the commitment to €175.0 million, and extending its maturity until September 2023.

The SSRCF was amended on 2nd February 2022, increasing the commitment to €180.0 million and extending its maturity until 15th January 2027.

The Group considers that this amendment was a modification of debt not substantially different, as the net present value of the cash flows under the new terms (including fees paid) discounted at the original effective interest rate was less than 10% different from the discounted present value of the remaining cash flows of the original SSRCF.

The interest rate of the modified SSRCF is the benchmark rate (EURIBOR) plus a margin of 3.25% (previously, 3.00%). Though at any time after 2nd May 2022, and subject to certain covenant conditions, the margin may decrease to be between 3.25% and 2.25%.

In addition to the increased commitment and extended maturity until 15th January 2027, the amended SSRCF also provides improved conditions regarding the Financial Covenant.

The amended SSRCF contains financial covenants that require the Group to ensure that the ratio of Gross Financial Indebtedness as at the end of each testing period to Cash EBITDA (previously, Adjusted EBITDA) as adjusted by the financial covenant definition (the "Adjusted Gross Leverage Financial Covenant") does not exceed 6.00.

The first testing period in respect of which the Adjusted Gross Leverage Financial Covenant could have been tested was the testing period ended on 30th September 2022. The Adjusted Gross Leverage Financial Covenant is only tested in respect of a testing period if, on the last day of such testing period, the aggregate principal amount of outstanding loans (excluding any outstandings under any letter of credit or bank guarantee) exceeds 40% (previously 30%) of the total commitments under the Super Senior Facilities Agreement. As at 31st March 2024, the Adjusted Gross Leverage Financial Covenant did not need to be tested as the SSRCF drawn amount (Principal and Bank facilities) was under the 40% limit.

In the event of a breach of the gross leverage covenant when tested, in the absence of an exemption, an event of default would occur under the SSRCF and lenders required under the SSRCF could accelerate all loans and terminate all commitments under it.

If loans under the SSRCF were to be accelerated, then the necessary majority of holders of the €375.0 million 2027 Notes could accelerate those bonds.

From the beginning of fiscal year 2024, the overall net balance of the withdrawn SSRCF amount and the related financing fees is a debit balance; therefore the SSRCF financing fees capitalised for an amount of €2.7 million have been reclassified to current financial assets.

The Group has converted €75.0 million from its SSRCF into ancillaries to SSRCF with certain Banks and €20.2 million into a facility specific for guarantees (€72.0 million and €16.5 million as at 31st March 2023, respectively). As at 31st March 2024, the Group had not drawn any amount under the ancillaries to SSRCF (€3.9 million as at 31st March 2023), included in the line SSRCF Bank facilities and bank overdrafts.

See below the detail of cash available under the SSRCF:

	31st March 2024	31st March 2023
	(Thousands of euros)	
SSRCF total amount	180,000	180,000
Guarantees drawn under SSRCF	(14,207)	(14,607)
Drawn under SSRCF	—	—
Ancillaries to SSRCF drawn	—	(3,883)
Remaining undrawn amount under SSRCF	**165,793**	**161,510**
Undrawn amount specific for guarantees	(6,000)	(1,900)
Remaining cash available under SSRCF	**159,793**	**159,610**

Lease Liabilities

Lease liabilities includes the financial liability for the office leases under IFRS 16 Leases for an amount of €4.1 million as at 31st March 2024 (€6.8 million as at 31st March 2023) and hardware leases for an amount of €1.9 million as at 31st March 2024 (€1.5 million as at 31st March 2023).

The leased assets gross value and accumulated amortisation are detailed in note 17.

The maturity of contractual undiscounted cash flows for leasings is the following:

	31st March 2024	31st March 2023
	(Thousands of euros)	
Less than one year	2,908	2,761
One to two years	1,858	2,710
Two to three years	793	1,763
Three to four years	304	769
More than four years	435	738
Total undiscounted lease liabilities	**6,298**	**8,741**
Discounting impact (unaccrued interests)	(313)	(516)
Total Lease liabilities	**5,985**	**8,225**

The lease agreements for the Group's offices include extension and termination options, which provide flexibility to the Group. The Group has termination options with notice periods between 3 to 6 months.

The Group has included in the measurement of the lease liability the future cash flows for the periods it estimates that it will keep the contracts. However, for some of the lease contracts, the Group has extension options for additional periods, which can be freely exercised by the Group only, at any time. These extension options have not been

considered in the value of the lease liability since the Group does not have reasonable certainty to exercise these options. Future cash flows of these options have been estimated at €2.3 million (undiscounted).

The decrease in total lease liabilities as at 31st March 2024 is mainly due to the shortening of the lease term for certain office lease contracts that have now been finalised amounting to €1.4 million, the payments made during the year of €2.8 million, offset by the modifications considered for certain office lease contracts amounting to €0.5 million, the lease of new hardware amounting to €1.2 million and the accrual of interest of €0.3 million.

The amounts paid during the year related to leasings are as follows:

	31st March 2024	31st March 2023
	(Thousands of euros)	
Principal	2,507	2,034
Interests	252	240
Total cash outflow for leases	**2,759**	**2,274**

The Group has not recorded expenses for variable payments that are not included in the initial measurement of the lease liability. Likewise, it has not recorded expenses for short-term or low-value leases, given that the Group does not have contracts that meet these characteristics.

Other Financial Liabilities

Other financial liabilities mainly include the liability for customer tax refunds amounting to €2.3 million and €2.6 million as at 31st March 2024 and 31st March 2023, respectively.

The Group has no financing agreements with its suppliers.

24.1. Debt by Maturity Date

The maturity date of the financial liabilities based on undiscounted payments as at 31st March 2024 is as follows:

	<1 year	1 to 2 years	2 to 3 years	3 to 4 years	>4 years	Total
			(Thousands of euros)			
2027 Notes – Principal	—	—	375,000	—	—	**375,000**
2027 Notes – Accrued interest	4,297	—	—	—	—	**4,297**
Total Senior Notes	**4,297**	**—**	**375,000**	**—**	**—**	**379,297**
SSRCF – Principal	—	—	—	—	—	**—**
SSRCF – Accrued interest	—	—	—	—	—	**—**
SSRCF – Bank facilities and bank overdrafts	—	—	—	—	—	**—**
Total SSRCF – Bank facilities and bank overdrafts	**—**	**—**	**—**	**—**	**—**	**—**
Lease liabilities	2,908	1,858	793	304	435	**6,298**
Other financial liabilities	2,327	—	—	—	—	**2,327**
Total other financial liabilities	**5,235**	**1,858**	**793**	**304**	**435**	**8,625**
Trade payables	306,697	—	—	—	—	**306,697**
Employee-related payables	11,198	—	—	—	—	**11,198**
Total trade and other payables (see note 26)	**317,895**	**—**	**—**	**—**	**—**	**317,895**
Total	**327,427**	**1,858**	**375,793**	**304**	**435**	**705,817**

The maturity date of the financial liabilities based on undiscounted payments as at 31st March 2023 was as follows:

	<1 year	1 to 2 years	2 to 3 years	3 to 4 years	>4 years	Total
			(Thousands of euros)			
2027 Notes – Principal	—	—	—	375,000	—	**375,000**
2027 Notes – Accrued interest	4,297	—	—	—	—	**4,297**
Total Senior Notes	**4,297**	**—**	**—**	**375,000**	**—**	**379,297**
Government sponsored loan – Principal	3,750	—	—	—	—	**3,750**
Government sponsored loan – Accrued interest	49	—	—	—	—	**49**
Total Government sponsored loan	**3,799**	**—**	**—**	**—**	**—**	**3,799**
SSRCF – Principal	—	—	—	—	—	**—**
SSRCF – Accrued interest	—	—	—	—	—	**—**
SSRCF – Bank facilities and bank overdrafts	3,883	—	—	—	—	**3,883**
Total SSRCF – Bank facilities and bank overdrafts	**3,883**	**—**	**—**	**—**	**—**	**3,883**
Lease liabilities	2,761	2,710	1,763	769	738	**8,741**
Other financial liabilities	2,559	—	—	—	—	**2,559**
Total other financial liabilities	**5,320**	**2,710**	**1,763**	**769**	**738**	**11,300**
Trade payables	277,417	—	—	—	—	**277,417**
Employee-related payables	10,389	—	—	—	—	**10,389**
Total trade and other payables (see note 26)	**287,806**	**—**	**—**	**—**	**—**	**287,806**
Total	**305,105**	**2,710**	**1,763**	**375,769**	**738**	**686,085**

24.2. Fair Value Measurement of Debt

	31st March 2024			
		Fair value		
	Total Net Book Value Of The Class	Level 1: Quoted Prices and Cash	Level 2: Internal Model Using Observable Factors	Level 3: Internal Model Using Non-observable Factors
	(Thousands of euros)			
Balance sheet headings and classes of instruments:				
Cash and cash equivalents	91,205	91,205		
2027 Notes	374,652		375,351	
SSRCF – Bank facilities and bank overdrafts	—	—		

	31st March 2023			
		Fair value		
	Total Net Book Value of the Class	Level 1: Quoted Prices and Cash	Level 2: Internal Model Using Observable Factors	Level 3: Internal Model Using Non-observable Factors
	(Thousands of euros)			
Balance sheet headings and classes of instruments:				
Cash and cash equivalents	35,933	35,933		
2027 Notes	373,408		339,012	
Government sponsored loan	3,782		3,712	
SSRCF – Bank facilities and bank overdrafts	3,883	3,883		

The book value of current loans and receivables, trade and other receivables and trade and other payables is approximately their fair value.

Valuation Techniques and Assumptions Applied for the Purposes of Measuring Fair Value

The fair values of financial assets and liabilities are determined as follows:

- The fair values of financial assets and liabilities with standard terms and conditions and traded on active liquid markets are determined with reference to quoted market prices (includes listed redeemable notes, bills of exchange, debentures and perpetual notes).

- The fair values of other financial assets and liabilities (excluding those described above) are determined in accordance with generally accepted pricing models based on discounted cash-flow analysis.

The market value of financial assets and liabilities measured at fair value in the consolidated statement of financial position shown in the table above has been ranked based on the three hierarchy levels defined by IFRS 13:

- Level 1: quoted price in active markets;

- Level 2: inputs observable directly or indirectly;

- Level 3: inputs not based on observable market data.

24.3. Changes in Liabilities Arising from Financing Activities

The reconciliation showing the changes in liabilities arising from financing activities from 31st March 2023 until 31st March 2024 is as follows:

	31st March 2023	Cash Flows	P&L Accrual	Others	31st March 2024
			(Thousands of euros)		
2027 Notes – Principal	375,000	—	—	—	375,000
2027 Notes – Financing fees capitalized	(5,889)	—	1,244	—	(4,645)
2027 Notes – Accrued interest	4,297	(20,625)	20,625	—	4,297
Total Senior Notes	**373,408**	**(20,625)**	**21,869**	**—**	**374,652**
Government sponsored loan – Principal	3,750	(3,750)	—	—	—
Government sponsored loan – Financing fees capitalized	(17)	—	17	—	—
Government sponsored loan – Accrued interest	49	(100)	51	—	—
Total Government sponsored loan	**3,782**	**(3,850)**	**68**	**—**	**—**
SSRCF – Principal	—	—	—	—	—
SSRCF – Financing fees capitalised (*)	(3,594)	—	899	—	(2,695)
SSRCF – Accrued interest	—	—	—	—	—
SSRCF – Bank facilities and bank overdrafts	3,883	(181)	181	(3,883)	—
Total SSRCF – Bank facilities and bank overdrafts	**289**	**(181)**	**1,080**	**(3,883)**	**(2,695)**
Lease liabilities	8,225	(2,759)	254	265	5,985
Other financial liabilities	2,559	—	—	(232)	2,327
Total other financial liabilities	**10,784**	**(2,759)**	**254**	**33**	**8,312**
Total financial liabilities	**388,263**	**(27,415)**	**23,271**	**(3,850)**	**380,269**
Other payables related to financial liabilities	5,854	(2,306)	2,513	(8)	6,053
Issue of shares	—	(1,676)	—	1,676	—
Total others	**5,854**	**(3,982)**	**2,513**	**1,668**	**6,053**
Total financing activities	**394,117**	**(31,397)**	**25,784**	**(2,182)**	**386,322**

(*) From the beginning of fiscal year 2024, the SSRCF financing fees capitalised have been reclassified to current financial assets.

No additional drawdowns of SSRCF have been made during the year ended 31st March 2024, as reflected per the Cash Flows Statement caption “Borrowings drawdown”.

The Cash Flows Statement caption "Reimbursement of borrowings" contains the Government sponsored loan repayment of €3.8 million and the lease liabilities principal repayment of €2.5 million.

In the previous table, the cash flows shown for the lease liabilities include principal repayments of €2.5 million and interest payments of €0.3 million (see note 24 Lease liabilities).

The Cash Flows Statement caption "Interest paid" contains €20.6 million of interest paid on the 2027 Notes, €0.1 million of interest paid on the Government sponsored loan, €0.2 million of interest paid on the bank facilities and bank overdrafts and €0.3 million of interest paid on leases, for a total of €21.2 million.

The amounts shown in the column "Others" in the reconciliation table correspond mainly to:

- The variation of bank facilities and bank overdrafts of €3.9 million;
- The net effect of the modifications and additions to the lease agreements of €0.2 million (see note 17);
- The total amount paid under the buy-back programme amounts to €1.7 million, of which €1.7 million corresponds to acquisition of treasury shares and €1.7 thousand to the transaction costs associated that is included in the Cash Flows Statement but is booked in Equity; and
- The tax refund movement of €0.2 million.

The reconciliation showing the changes in liabilities arising from financing activities from 31st March 2022 until 31st March 2023 is as follows:

	31st March 2022	Cash Flows	P&L Accrual	Others	31st March 2023
	(Thousands of euros)				
2027 Notes – Principal	375,000	—	—	—	375,000
2027 Notes – Financing fees capitalized	(6,942)	(925)	1,178	800	(5,889)
2027 Notes – Accrued interest	3,323	(19,651)	20,625	—	4,297
Total Senior Notes	**371,381**	**(20,576)**	**21,803**	**800**	**373,408**
Government sponsored loan – Principal	11,250	(7,500)	—	—	3,750
Government sponsored loan – Financing fees capitalized	(145)	—	128	—	(17)
Government sponsored loan – Accrued interest	77	(282)	254	—	49
Total Government sponsored loan	**11,182**	**(7,782)**	**382**	**—**	**3,782**
SSRCF – Principal	30,000	(30,000)	—	—	—
SSRCF – Financing fees capitalized	(4,412)	(308)	864	262	(3,594)
SSRCF – Accrued interest	29	(366)	337	—	—
SSRCF – Bank facilities and bank overdrafts	9,928	(599)	599	(6,045)	3,883
Total SSRCF – Bank facilities and bank overdrafts	**35,545**	**(31,273)**	**1,800**	**(5,783)**	**289**
Lease liabilities	6,155	(2,274)	241	4,103	8,225
Other financial liabilities	773	—	—	1,786	2,559
Total other financial liabilities	**6,928**	**(2,274)**	**241**	**5,889**	**10,784**
Total financial liabilities	**425,036**	**(61,905)**	**24,226**	**906**	**388,263**
Other payables related to financial liabilities	5,537	(2,209)	2,538	(12)	5,854
Issue of shares	—	(3,714)	—	3,714	—
Total others	**5,537**	**(5,923)**	**2,538**	**3,702**	**5,854**
Total financing activities	**430,573**	**(67,828)**	**26,764**	**4,608**	**394,117**

The Cash Flows Statement caption "Borrowings drawdown" contains the proceeds from additional drawdowns of SSRCF during the year of €82.0 million.

The Cash Flows Statement caption "Reimbursement of borrowings" contains the SSRCF principal repayment of €112.0 million, the Government sponsored loan repayment of €7.5 million and the lease liabilities principal repayment of €2.0 million.

In the previous table, the cash flows shown for the lease liabilities include principal repayments of €2.0 million and interest payments of €0.2 million.

The Cash Flows Statement caption "Interest paid" contains €19.7 million of interest paid on the 2027 Notes, €0.4 million of interest paid on the SSRCF, €0.3 million of interest paid on the Government sponsored loan, €0.6 million of interest paid on the bank facilities and bank overdrafts and €0.2 million of interest paid on leases, for a total of €21.1 million.

The Cash Flows Statement caption "Other financial expenses paid" mainly contains the financing fees capitalised paid on the 2027 Notes and the modification of the SSRCF of €0.9 million and €0.3 million, respectively.

The amounts shown in the column "Others" in the reconciliation table correspond mainly to:

- The invoices pending to be paid at 31st March 2022 and paid during the year ended 31st March 2023, related to the 2027 Notes and the modification of the SSRCF of €0.8 million and €0.3 million, respectively, that impact the total of "2027 Notes – Financing fees capitalised" and "SSRCF – Financing fees capitalised", with an offset in "Other payables related to financial liabilities";
- The transaction costs of the share capital increase carried out on 31st March 2022 of €3.7 million that is included in the Cash Flows Statement but is booked in Equity;
- The variation of bank facilities and bank overdrafts of €6.0 million;
- The modifications and additions to the lease agreements of €4.1 million (see note 17); and
- The tax refund movement of €1.8 million.

25. PROVISIONS

	31st March 2023	Utilisation	Reversal	Increase	Reclass	31st March 2024
			(Thousands of euros)			
Provision for tax risks	2,384	(22)	(1,456)	431	—	1,337
Provision for pensions and other post employment benefits	391	(64)	—	280	—	607
Provision for others	22		(22)	—	—	—
Total non-current provisions	**2,797**	**(86)**	**(1,478)**	**711**	**—**	**1,944**
Provision for litigation risks	2,377	(1,164)	(228)	1,967	—	2,952
Provision for pensions and other post employment benefits	33	—	—	38	—	71
Provision for operating risks and others	10,783	(8,432)	(2,047)	8,962	—	9,266
Total current provisions	**13,193**	**(9,596)**	**(2,275)**	**10,967**	**—**	**12,289**

As at 31st March 2024, the Group has a provision of €1.3 million for tax risks (€2.4 million as at 31st March 2023). In certain cases, the Group applied a tax treatment, which, if challenged by the tax authorities, may probably result in a cash outflow (see note 30). The decrease compared to 31st March 2023 is mainly due to the reversal of certain indirect tax provisions without payments made by the Group.

The "Provision for litigation risks" as at 31st March 2024 is mainly related to customer litigations, as well as the litigations explained in notes 30.7 and 30.8.

"Provisions for operating risks and others" mainly includes the provision for chargebacks and the provision related to the services of Cancellation for any reason and Flexiticket.

Chargebacks are payments rejected by customers for amounts collected by the Group or fraud attacks in relation to the booking of travel services. The provision for chargebacks amounted to €5.0 million as at 31st March 2024 (€6.1 million as at 31st March 2023). The provision covers the risk of future cash outflows for amounts that have been

collected but that may result in a payment if the customer executes a chargeback. The provision is only for the part of the amount that the Group will not recover from the travel supplier.

The services of Cancellation for any reason and Flexiticket allow the customer to cancel or modify without cost their flight Bookings if they pay an additional fee at the time of booking. The provision covers the payment obligation of the Group towards the customers that have contracted this service and that execute their right to cancellation or modification. The provision for the service of Cancellation for any reason and Flexiticket is €4.3 million as at 31st March 2024 (€4.6 million as at 31st March 2023).

26. TRADE AND OTHER PAYABLES

	31st March 2024	31st March 2023
	(Thousands of euros)	
Trade payables	306,697	277,417
Employee-related payables	11,198	10,389
Total trade and other current payables	**317,895**	**287,806**

The increase in trade payables reflects the growth in business seen during the year.

As at 31st March 2024 and 31st March 2023 employee-related payables corresponds mainly to the accrual of the yearly annual bonus. This increase is mainly related to the growth in the number of employees (see note 10.2).

26.1. Information on Average Payment Period to Suppliers

Pursuant to the Spanish legislation in force(1), the disclosure on the average period of payment to trade suppliers as of 31st March 2024 and 31st March 2023 for the Spanish subsidiaries is set forth in the table below:

	Year Ended 31st March 2024	Year Ended 31st March 2023
Number of days		
Average period of payment to trade suppliers (2)	38	25
Ratio of transactions paid (3)	37	25
Ratio of outstanding payments (4)	53	41
Thousands of euros		
Total transactions paid	635,568	832,714
Total outstanding payments	48,608	32,180
Monetary volume of invoices paid in a period less than the maximum established in the delinquency regulations	472,593	795,348
Percentage that payments less than said maximum represent over the total payments made	74%	96%
Number of invoices		
Total invoices paid in a period less than the maximum established in the regulation	8,765	7,679
Percentage of total invoices	78%	91%

(1) As at 19th October 2022, Law 18/2022, of 28th September, came into force on the creation and growth of companies, which modifies the third additional provision of Law 15/2010. The new standard establishes the obligation to publish in annual accounts, in addition to the information already required, the monetary volume and number of invoices paid in a period less than the maximum established in the delinquency regulations, and the percentage they represent of the total number of invoices and on the total monetary payments to suppliers.

(2) ((Ratio of transactions paid * total transactions paid) + (Ratio of outstanding payments * total outstanding payments)) / (Total transactions paid + Total outstanding payments).

(3) Sum of (Number of days of payment * amounts of the transactions paid) / Total transactions paid.

(4) Sum of (Number of days outstanding * amounts of the transactions payable) / Total outstanding payments.

27. DEFERRED REVENUE

	31st March 2024	31st March 2023
	(Thousands of euros)	
Prime	140,250	114,629
Cancellation and modification for any reason	6,223	6,435
Other deferred revenue	226	243
Total deferred revenue – current	**146,699**	**121,307**

All deferred revenue of the Group relates to contracts with customers.

The deferred revenue on Prime corresponds to the Prime fee collected and pending to be accrued. The increase during the period is mainly due to the increase in Prime members from 4.3 million as at 31st March 2023 to 5.8 million as at 31st March 2024, due to the strategy of the Group to focus on Prime.

During the year ended 31st March 2024 the Group has changed the estimation regarding the recognition of the Prime subscription fees, going from an estimation based on usage on bookings to a gradual recognition over the life of the subscription (see note 3.3).

The deferred revenue on the service of Cancellation for any reason and Flexiticket corresponds to the amounts collected for these products and pending to be accrued.

The following table shows how much of the revenue recognised in the current reporting period relates to carried-forward contract liabilities from previous year-end:

	Year Ended 31st March 2024	Year Ended 31st March 2023
	(Thousands of euros)	
Prime	114,629	63,214
Cancellation and modification for any reason	6,435	1,590
Other deferred revenue	243	299
Total	**121,307**	**65,103**

28. OFF-BALANCE SHEET COMMITMENTS

	31st March 2024	31st March 2023
	(Thousands of euros)	
Guarantees to package travel	10,000	7,800
Other guarantees	4,414	7,014
Total off-balance sheet commitments	**14,414**	**14,814**

Guarantees to package travel are guarantees required in certain regions to sell packages of travel services. Some of these guarantees depend on the volume of the Group's activities; consequently, there has been an increase following the growth of the business.

Other guarantees mainly include one guarantee related with appeals presented in front of the Italian tax authorities for a total of €4.2 million. The main variation during the year ended 31st March 2024 is due to an advanced payment of €2.6 million that has been made as part of the Italian tax assessed in connection with the Italian company's appeal to the Supreme Court (see note 30.6). Therefore, the guarantee for the equivalent amount has been cancelled in June 2023.

As at 31st March 2024, from the total amount of guarantees included in the detail above, €14.2 million has been issued under the SSRCF (€14.6 million as at 31st March 2023). See note 24.

All the shares held by eDreams ODIGEO, S.A. in Opodo Ltd., as well as the receivables under certain intra-group funding loans made by eDreams ODIGEO, S.A., have been pledged in favour of the holders of the 2027 Notes and the secured parties under the Group's SSRCF dated 2nd February 2022 (see note 24).

29. TRANSACTIONS AND BALANCES WITH RELATED PARTIES

There have been no transactions with related parties during the years ended 31st March 2024 and 31st March 2023 and no balances with related parties as at 31st March 2024 and 31st March 2023, other than those detailed below.

29.1. Key Management

The compensation accrued by the key management of the Group (CSM: "CEO Staff Members", plus the Director of Internal Audit and General Counsel) during the years ended 31st March 2024 and 31st March 2023 amounted to €5.6 million and €5.3 million, respectively.

The key management has also been granted since the beginning of the long-term incentive plans with 4,996,932 Potential Rights of the 2016 LTIP, 4,017,138 Potential Rights of the 2019 LTIP and 1,360,000 Potential Rights of the 2022 LTIP as at 31st March 2024 (4,996,932 Potential Rights of the 2016 LTIP, 3,984,574 Potential Rights of the 2019 LTIP and 0 Potential Rights of the 2022 LTIP as at 31st March 2023) to acquire a certain number of shares of the parent company eDreams ODIGEO, S.A. at no cost.

The valuation of the rights of the 2016 LTIP amounts to €15.2 million, of which €13.4 million have been accrued in equity as at 31st March 2024 since the beginning of the plan (€14.5 million of which €11.6 million had been accrued in equity as at 31st March 2023). See note 23.1.

The valuation of the rights of the 2019 LTIP amounts to €14.7 million, of which €12.1 million have been accrued in equity as at 31st March 2024 since the beginning of the plan (€13.2 million of which €8.4 million had been accrued in equity as at 31st March 2023). See note 23.2.

The valuation of the rights of the 2022 LTIP amounts to €6.2 million, of which €1.2 million have been accrued in equity as at 31st March 2024 since the beginning of the plan (no amount had been accrued in equity as at 31st March 2023). See note 23.3.

As at 31st March 2024, there are 1,050,000 Potential Rights outstanding pending to vest under the 2016 LTIP, 1,699,694 Potential Rights under the 2019 LTIP and 1,360,000 Potential Rights under the 2022 LTIP.

Regarding the 2016 LTIP, the First, Second, Third and Fourth Tranches, for which 3,946,932 rights have been granted since the beginning of the 2016 LTIP, have been closed, and a total of 3,336,082 shares have been delivered.

No deliveries have been made during the year ended 31st March 2024.

The deliveries made during the year ended 31st March 2023 were:

- 16,452 shares in August 2022 (the Fourth Tranche, First Delivery);
- 16,452 shares in November 2022 (the Fourth Tranche, Second Delivery); and
- 16,452 shares in February 2023 (the Fourth Tranche, Third Delivery).

Regarding the 2019 LTIP, the First and Second Award, for which 2,317,444 rights have been granted since the beginning of the 2019 LTIP, have been closed, and a total of 2,272,895 shares have been delivered.

The following deliveries have been made during the year ended 31st March 2024:

- 472,060 shares in August 2023 (the Second Award, First Delivery);
- 472,060 shares in November 2023 (the Second Award, Second Delivery); and

- 472,056 shares in February 2024 (the Second Award, Third Delivery).

The deliveries made during the year ended 31st March 2023 were:

- 115,040 shares in August 2022 (the First Award, First Delivery);
- 456,106 shares in November 2022 (the First Award, Second Delivery); and
- 285,573 shares in February 2023 (the First Award, Third Delivery).

Regarding the 2022 LTIP, no shares have been delivered yet.

The Group has contracted a civil liability insurance scheme (D&O) for Directors and Managers with a yearly cost of €52 thousand.

29.2. Board of Directors

During the year ended 31st March 2024, the independent members of the Board received a total remuneration for their mandate of €315 thousand (€315 thousand during the year ended 31st March 2023). See more details in the Annual Report on Corporate Governance for the year ended 31st March 2023 in section C1.

Some members of the Board are also members of the key management of the Group, and, consequently, their remuneration has been accrued based on their executive services, not for their mandate as members of the Board, and, therefore, part of this information is included in the key management retribution section above.

Remuneration for management services during the years ended 31st March 2024 and 31st March 2023 amounted to €2.2 million and €2.0 million, respectively.

Executive Directors have also been granted since the beginning of the long-term incentive plans with 2,336,191 Potential Rights of the 2016 LTIP, 2,774,164 Potential Rights of the 2019 LTIP and 725,000 Potential Rights of the 2022 LTIP as at 31st March 2024 (2,336,191 Potential Rights of the 2016 LTIP, 2,774,164 Potential Rights of the 2019 LTIP and 0 Potential Rights of the 2022 LTIP as at 31st March 2023) to acquire a certain number of shares of the parent company eDreams ODIGEO, S.A. at no cost.

The valuation of these rights of the 2016 LTIP amounts to €5.8 million, of which €5.8 million have been accrued in equity as at 31st March 2024 since the beginning of the plan (€5.8 million of which €5.8 million have been accrued in equity as at 31st March 2023). See note 23.1.

The valuation of the rights of the 2019 LTIP amounts to €10.3 million, of which €8.1 million have been accrued in equity as at 31st March 2024 since the beginning of the plan (€9.2 million of which €5.4 million have been accrued in equity as at 31st March 2023. See note 23.2.

The valuation of the rights of the 2022 LTIP amounts to €3.3 million, of which €0.7 million have been accrued in equity as at 31st March 2024 since the beginning of the plan (no amount had been accrued in equity as at 31st March 2023). See note 23.3.

As at 31st March 2024, there are outstanding 1,450,000 Potential Rights under the 2019 LTIP and 725,000 Potential Rights under the 2022 LTIP pending to vest (none under the 2016 LTIP).

Regarding the 2016 LTIP, the First, Second and Third Tranche, for which 2,336,191 rights have been granted since the beginning of the 2016 LTIP, have been closed and a total of 1,970,799 shares have been delivered.

No deliveries have been made during the year ended 31st March 2024 nor during the year ended 31st March 2023.

Regarding the 2019 LTIP, the First and Second Award, for which 1,324,164 rights have been granted since the beginning of the 2019 LTIP, have been closed, and a total of 1,296,847 shares have been delivered.

The following deliveries have been made during the year ended 31st March 2024:

- 254,420 shares in August 2023 (the Second Award, First Delivery);
- 254,420 shares in November 2023 (the Second Award, Second Delivery); and
- 254,418 shares in February 2024 (the Second Award, Third Delivery).

The deliveries made during the year ended 31st March 2023 were:

- 0 shares in August 2022 (the First Award, First Delivery);
- 355,726 shares in November 2022 (the First Award, Second Delivery); and
- 177,863 shares in February 2023 (the First Award, Third Delivery).

Regarding the 2022 LTIP, no shares have been delivered yet.

No other significant transactions have been carried out with any member of senior management or shareholder with a significant influence on the Group.

Neither the Company's directors nor any persons related to them were party to any conflicts of interest requiring disclosure in these notes pursuant to the provisions of article 229 of the consolidated text of the Spanish Corporate Enterprises Act.

30. CONTINGENCIES AND PROVISIONS

30.1. License Fees

The Group considers that there was a possible risk of reassessment by tax authorities in respect of license fees charged between entities of the Group for the use of self-developed software and could consider an undercharge of €0.1 million. The Group believed that it made the appropriate charges of license fees to Group companies and therefore demonstrated that an outflow of resources in relation to this risk was only possible, not probable, and for this reason it did not recognise any liability in the consolidated statement of financial position as at 31st March 2023. This contingency is already outside the statute of limitations and, therefore, no longer exists as at 31st March 2024.

30.2. Payroll Tax

The Group considers that there is a possible risk of assessment by tax authorities in respect of salary tax ("taxe sur les salaires") due by the French entity. The Company takes the view that only the salary cost of part of the French entity's headcount are subject to this salary tax, whereas the French tax authorities may take the view that the salary cost of all employees should be included in the taxable basis. This contingency is estimated at €0.6 million as at 31st March 2024. The Group believes that it has paid payroll taxes in accordance with French tax laws and regulations. The Group considers that this risk is only possible, and not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise), and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2024, except for an amount of €0.1 million which the Group considers the appropriate amount of underpaid "taxe sur les salaires" (no change compared with 31st March 2023).

30.3. Retroactive Effect of the Migration to Spain for Spanish Tax

The Group considers that there is a possible risk of assessment by tax authorities in respect of the deduction for Spanish income tax of the tax losses generated by eDreams ODIGEO, S.A. ("the Company") in fiscal year 2021 prior to the effective date of the Company's redomiciliation from Luxembourg to Spain. The Spanish tax authorities may take the view that such tax losses may not be deducted for Spanish tax. This contingency is estimated at €1.8 million as at 31st March 2024. The Group believes that it has included those tax losses in the Spanish tax group's taxable profits in accordance with Spanish law. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2024 (no change compared with 31st March 2023).

30.4. Recovery Spanish Input VAT by the Company

The Group considers that there is a possible risk of assessment by the Spanish tax authorities in respect of the recovery of Spanish input VAT on general / overhead expenses by the Company based on the Spanish VAT pro rata. The Company takes the position that its interest income is incidental and should not be included in the pro rata, resulting in higher recoverable input VAT. This contingency is estimated at €0.6 million. The Group believes that it applied the pro rata rules correctly. Therefore, the Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise) and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2024 (no amount as at 31st March 2023).

30.5. Credit for eDreams Gibraltar Ltd. Income Tax

The Gibraltar company is subject to Spanish income tax on its worldwide taxable profits and is subject to Gibraltar income tax on its net interest income. The Company will claim a credit for the Gibraltar income tax against its Spanish income tax. The Group considers that there is a risk of assessment by tax authorities in respect of this tax credit. This contingency is estimated at €0.1 million. The Group believes that it applied the Spanish tax credit rules correctly. Therefore, the Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialise), and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2024 (no amount as at 31st March 2023).

30.6. Pending Tax Disputes with Tax Authorities

The Group has the following pending disputes with tax authorities, some of which are still in the phase of an administrative claim, whereas for other disputes the Group has appealed to the court.

Spain

The Spanish tax group has undergone two consecutive VAT audits related to calendar years 2015-2017 and 2018-2021, respectively. The Spanish tax authorities have issued their final assessment notice for the period 2015-2017 in June 2021 based on which they have assessed the Spanish company for VAT. The Spanish tax authorities have rejected the method applied by the Spanish company to determine the recoverable part of the input VAT on part of its operating expenses. This has resulted in a total VAT correction amounting to €3.1 million for the audited period, of which €0.5 million has already been assessed and paid. The Group believes that it has appropriate arguments supporting its treatment and has appealed the VAT assessment to the Spanish first tier Tribunal. On the date of the publication of the consolidated financial statements and notes for the period ended 31st March 2024, this appeal is still pending. The tax authorities have issued their final VAT audit report related to the period 2018-2021 based on which the Spanish company has been assessed for €10.1 million of VAT on the same grounds as for the period 2015-2017. The Company will appeal the 2018-2021 VAT assessment to the first-tier Tribunal on the same grounds as its pending appeal relating to the VAT assessments for the period 2015-2017. The Group considers that the VAT risk related to the periods 2015-2017 and 2018-2021 is possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialise), and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2024 (no change compared with 31st March 2023).

Portugal

Following a tax audit regarding income tax and VAT (period 2015/16–2017/18), the Portuguese company has been assessed by the Portuguese tax authorities for an amount of €5.2 million (€5.1 million income tax and €0.1 million VAT) against which the Company filed an administrative claim with the Portuguese tax authorities. In July 2021, the Portuguese tax authorities rejected this administrative claim based on pure formal grounds. The Portuguese company has, therefore, appealed the decision of the Portuguese tax authorities to the first tier Portuguese court. On the date of the publication of the consolidated financial statements and notes for the period ended 31st March 2024, this appeal is still pending. The Company has started a parallel procedure under the EU Arbitration Convention involving Portugal and Spain to reach a solution for the avoidance of double taxation. The Group believes that it has appropriate arguments against the Portuguese tax authorities' decision and, therefore, considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not

materialise), and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2024 (no change compared with 31st March 2023).

Italy

The Italian company has been assessed by the Italian tax authorities for withholding tax amounting to €9.3 million (including penalties) on dividends paid to its direct Spanish shareholder in 2013 and 2015. Following the rejection of the Company's appeal by the first-and second-tier Italian courts, the Company appealed to the Italian Supreme Court. On the date of the publication of the consolidated financial statements and notes for the period ended 31st March 2024, this appeal is still pending. The Italian tax authorities have provisionally assessed the company for withholding tax amounting to €3.5 million (including penalties) on another dividend paid in 2017. The Group takes the position that the Italian company has correctly applied the Italian withholding tax exemption to all these dividends. Upon receipt of the final assessment, the company will appeal to the first-tier court.

The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialise), and for this reason it has not recognised a liability in the consolidated statement of financial position as at 31st March 2024, except for an amount of €0.4 million which the Group considers an appropriate compromise for which it would be willing to settle this dispute with the Italian tax authorities (no change compared with 31st March 2023).

In October 2023, the Italian tax authorities started an income tax and VAT audit of the Italian company related to fiscal year 2019. This tax audit is currently in the fact-finding stage. Therefore, no observations have yet been made by the Italian tax authorities. The Group believes that it is probable that an outflow of resources will not materialise.

Luxembourg

Following two consecutive VAT audits, the Luxembourg tax authorities assessed the Company for VAT related to the calendar years 2016-2018 and 2019-2021. As the tax authorities only partly accepted the Company's administrative claim against the 2016-2018 VAT assessment, the Company has appealed the tax authorities' decision relating to this period to the Luxembourg court, which is still pending as at the date of the publication of the consolidated statement of financial position as at 31st March 2024. The Company submitted an administrative claim against the 2019-2021 VAT assessment with the Luxembourg tax authorities, which is still pending as at the date of the publication of the consolidated statement of financial position as at 31st March 2024.

The appeal and the administrative claim each concern two separate VAT disputes. One dispute, amounting to €3.2 million (2016-2018), and €2.7 million (2019-2021), relates to the rejection of the recovery of input VAT on certain expenses which the Company recharged to other persons. The tax authorities claim that the Company did not provide sufficient proof that it recharged these expenses and, therefore, rejected the recovery of part of the Company's input VAT on these expenses. The Group believes that it has provided sufficient evidence supporting the recovery of its input VAT. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialise), and for this reason it has not recognised a liability on the consolidated statement of financial position as at 31st March 2024 (no change compared with 31st March 2023).

The other dispute, amounting to €0.45 million (2016-2018), and €0.45 million (2019-2021), relates to the interpretation of the Luxembourg VAT pro rata rules. The Group estimates that there is a probable risk of outflow of resources amounting to €0.9 million, for which a provision has been recognised in the consolidated statement of financial position as at 31st March 2024 (no change compared with 31st March 2023).

Other Matters

Due to different interpretations of tax legislation, adverse positions may be taken by tax authorities in connection with a future tax audit. However, the Group considers that any such positions would not materially affect the consolidated financial statements.

30.7. Investigation by the Italian Consumer Protection Authority (AGCM)

On 18th January 2018, the Italian consumer protection authority (AGCM) rendered three decisions against Go Voyages, S.A.S., eDreams, S.R.L. and Opodo Italia, S.R.L. in relation to alleged unfair commercial practices based on the three following grounds: (i) lack of transparency, (ii) surcharging practice and (iii) non-authorised use of premium-rate numbers.

The amounts of fines issued by the AGCM are as follows: Go Voyages, S.A.S. (€0.8 million), eDreams, S.R.L. (€0.7 million) and Opodo Italia, S.R.L. (€0.1 million). A provision for this was booked on the statement of financial position for €1.6 million at 31st March 2018, of which the main part has already been paid.

An appeal was lodged before the TAR Lazio in order to challenge the legal grounds invoked by the AGCM and the amount of fines. In April and May 2019, the appeal judgements were notified. The TAR reduced the amount of fines as follows: Go Voyages, S.A.S. (€0.2 million), eDreams, S.R.L. (€0.3 million) and Opodo Italia, S.R.L. (€0.1 million). The TAR Lazio judgement was not final because the AGCM had lodged an appeal before the Consiglio di Stato (the Italian Supreme Administrative Court).

On 18th November 2021, the Consiglio di Stato (the Italian Supreme Administrative Court) issued the sentence for eDreams, S.R.L and accepted AGCM's appeal, compensating for the legal costs. So the reduction obtained in the first instance before the TAR was annulled. For Go Voyages, S.A.S., the first hearing of the second instance was on 20th April 2023, and the State Council's issued the sentence to pay the remaining €0.2 million from the original fines and the legal costs. The Group recognised a provision for litigation for these assessments in its consolidated financial statement for the year ended 31st March 2023. These amounts have been paid in June 2023, and as at 31st March 2024 the case is closed.

30.8. Litigation with a Supplier

The Group has been sued related to an alleged breach of contract. In December 2020, the Group was sued in the Court of Paris with an emergency writ of summons requesting a payment of €0.1 million. On March 2021, this request was dismissed. In May 2021, the suer launched an action on the merits of the case before the Paris Court, asking for €0.4 million penalty based on an alleged contract violation. A provision for €0.4 million has been booked for litigation risks in the liabilities of the Group (no change compared with 31st March 2023).

31. AUDITOR'S REMUNERATION

The costs accrued by the Group in respect of the fees for services rendered by the Group's auditors are as follows:

	Year ended 31st March 2024	Year ended 31st March 2023
	(Thousands of euros)	
Audit Services	409	347
Others Services	49	52
Total Audit	**458**	**399**
Ernst & Young, S.L.	264	287
EY Network	191	112
Others	3	—
Total Audit	**458**	**399**

Others correspond to other verification services performed by Ernst & Young, such as the verification of the Group's non-financial information report.

32. ENVIRONMENTAL MATTERS

eDreams ODIGEO, S.A. recognises that businesses have a responsibility towards the environment. Although the Group's core activities have a relatively low impact, by virtue of the fact that the Group is primarily an online business, it is nevertheless committed to finding ways in which it can reduce any environmental footprint.

The Group has not been subject to any claims, fines, or actions relating to its environmental impact during the year ended 31st March 2024. The Group has not accrued any provisions for environmental risks as at 31st March 2024.

Where possible, the Group incorporates sustainability practices, both in the office and outside the office, in procurement and purchasing processes, in the use of energy and water, waste management, travel, and in each of our business processes (see section B.5 The Environment of section B. Non-Financial Information).

33. SUBSEQUENT EVENTS

The Board of Directors has approved on 28th May 2024 an acceleration of the existing share buy-back program (see note 2.2) and will request authorization from the CNMV (Spanish Stock Exchange regulator) to launch a tender offer for the remaining shares to complete the 5.5 million shares necessary to fund the LTI plan for employees until FY27.

34. CONSOLIDATION SCOPE

As at 31st March 2024, the companies included in the consolidation are as follows:

Name	Location / Registered Office	Line of Business	% Interest	% Control
eDreams ODIGEO, S.A....	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding Parent company	100%	100%
Opodo Ltd.....	12 Hammersmith Grove, W6 7AE (London)	On-line Travel agency	100%	100%
Opodo, GmbH.	Hermannstraße 13, 20095 (Hamburg)	Marketing services	100%	100%
Travellink, A.B.....	Birger Jarlsgatan 57B, 3tr 113 56 (Stockholm)	On-line Travel agency	100%	100%
eDreams, Inc.....	1209 Orange Street, Wilmington (New Castle), 19801 Delaware	Holding company	100%	100%
Vacaciones eDreams, S.L.	Calle de Manzanares, nº 4, Planta 1º, Oficina 108, 28005 (Madrid)	On-line Travel agency	100%	100%
eDreams International Network, S.L.....	Calle López de Hoyos 35, 2. 28002 (Madrid)	Admin and IT consulting	100%	100%
eDreams, S.R.L.....	Via Fara, 26 piano 1, 20124 (Milán)	On-line Travel agency	100%	100%
Viagens eDreams Portugal – Agência de Viagens, Lda.	Rua Heróis e Mártires de Angola, 59, Piso 4, B400, 4000-285 Porto, Uniao de Freguesias de Cedofeita, Santo Ildefonso, Sé Miragaia, Sao Nicolau e Vitória, concelho de Porto (Porto)	On-line Travel agency	100%	100%
eDreams, L.L.C.	2035 Sunset Lake Road Suite B-2, 19702 (Newark) Delaware	On-line Travel agency	100%	100%
GEO Travel Pacific, Pty. Ltd.....	Level 2, 117 Clarence Street (Sydney)	On-line Travel agency	100%	100%
Go Voyages, S.A.S.....	11, Avenue Delcassé, 75008 (Paris)	On-line Travel agency	100%	100%
Go Voyages Trade, S.A.S.	11, Avenue Delcassé, 75008 (Paris)	On-line Travel agency	100%	100%
Liligo Metasearch Technologies, S.A.S.....	11, Avenue Delcassé, 75008 (Paris)	Metasearch	100%	100%
ODIGEO Hungary, Kft.....	Nagymezo ucta 44, 1065 (Budapest)	Admin and IT consulting	100%	100%
Tierrabella Invest, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding company	100%	100%

Name	Location / Registered Office	Line of Business	% Interest	% Control
Engrande, S.L.	Calle Conde de Peñalver 5, 1 Ext. Izq. 28006 (Madrid)	On-line Travel agency	100%	100%
eDreams Gibraltar Ltd.	21 Engineer Lane, GX11 1AA (Gibraltar)	On-line Travel agency	100%	100%

During the year ended 31st March 2024, there have been no changes in the scope of consolidation (see note 3.4).

ANNEX A: PAYMENT STATEMENT

Set out below is Annex A. This Offering Memorandum is drawn up in the English language. Sections in English have been translated from the original Spanish and such translations constitute direct and accurate translations of the Spanish language text. In case there is any discrepancy between the English text and the Spanish text, the Spanish tax authorities will give effect to the Spanish language version of the relevant certificate only.

Any foreign language text included in this Offering Memorandum is for convenience purposes only and does not form part of this Offering Memorandum.

Anexo al Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007

Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos

Annex to Royal Decree 1065/2007, of July 27, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Declaration form referred to in paragraphs 3, 4 and 5 of Article 44 of the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Don (nombre), con número de identificación fiscal ( )[(1)], en nombre y representación de (entidad declarante), con número de identificación fiscal ( )[(1)] y domicilio en ( ) en calidad de (marcar la letra que proceda):

Mr (name), with tax identification number ( )[(1)], in the name and on behalf of (entity), with tax identification number ( )[(1)] and address in ( ) as (function – mark as applicable):

(a) Entidad Gestora del Mercado de Deuda Pública en Anotaciones.

(a) Management Entity of the Public Debt Market in book entry form.

(b) Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.

(b) Entity that manages the clearing and settlement system of securities resident in a foreign country.

(c) Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.

(c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.

(d) Agente de pagos designado por el emisor.

(d) Issuing and Paying Agent appointed by the issuer.

Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:

Makes the following statement, according to its own records:

1 En relación con los apartados 3 y 4 del artículo 44:

1 In relation to paragraphs 3 and 4 of Article 44:

1.1 Identificación de los valores

1.1 Identification of the securities

1.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

1.2 Income payment date (or refund if the securities are issued at discount or are segregated)

1.3 Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados)

1.3 Total amount of income (or total amount to be refunded, in any case, if the securities are issued at discount or are segregated)

1.4 Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas, excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora

1.4 Amount of income corresponding to Personal Income Tax taxpayers, except segregated coupons and segregated principals for which reimbursement an intermediary entity is involved

1.5 Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados).

1.5 Amount of income which according to paragraph 2 of Article 44 must be paid gross (or total amount to be refunded if the securities are issued at discount or are segregated).

2 En relación con el apartado 5 del artículo 44.

2 In relation to paragraph 5 of Article 44.

2.1 Identificación de los valores

2.1 Identification of the securities

2.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

2.2 Income payment date (or refund if the securities are issued at discount or are segregated)

2.3 Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados)

2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated)

2.4 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.

2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.

2.5 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.

2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.

2.6 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.

2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

Lo que declaro en……a … de……de …

I declare the above in …… on the … of …… of …

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(1) **En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia.**

(1) In case of non-residents (individuals or corporations) without permanent establishment in Spain it shall be included the number or identification code which corresponds according to their country of residence.

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