



**TERMS AND CONDITIONS FOR THE EXERCISE OF THE SUBSCRIPTION RIGHT ARISING FROM THE SHARE CAPITAL INCREASE APPROVED BY THE GENERAL ORDINARY SHAREHOLDERS' MEETING OF VALENCIA CLUB DE FÚTBOL, S.A.D HELD ON 16 DECEMBER 2021**

The Board of Directors of VALENCIA CLUB DE FÚTBOL, S.A.D (hereafter, the “**Company**” or the “**Club**”), in exercise of the powers delegated by the General Ordinary Shareholders’ Meeting held on 16 December 2021, has approved the following terms and conditions for the exercise of the subscription right which corresponds to the shareholders in the framework of the share capital increase against cash contributions for a maximum amount of €24,519,336.

This share capital increase will be materialized by means of the issuance of a maximum of 4,086,556 Company’s new shares, numbered from 5,761,980 to 9,848,535, both inclusive, of €6 of nominal value each, and with a global share premium of €57,211,784, of the same class and series that the existing ones, equivalent to €14 per share. Therefore, the issuance price of the 4,086,556 Company’s new shares will amount to €20 per share, which corresponds to their nominal value plus the share premium per share previously mentioned.

**1. The subscription right**

- a. a. In accordance with article 304 of the Spanish Companies’ Act, approved by the Royal Legislative Decree 1/2010 of 2 July, the shareholders will have subscription rights over the new shares issued as a consequence of the resolution of share capital increase against cash contributions.
- b. Each Company’s shareholder will be entitled to subscribe a number of shares in proportion to the nominal value of those already held in accordance with the following terms and conditions:
  - (i) The subscription right corresponds to those Company’s shareholders whose shares are registered in the Shares Registry Book at the time that the right is exercised.
  - (ii) The subscription right will be exercised by the Company’s shareholders under the ratio 1 new share per 1.409984 old shares; the shares may be grouped in order to exercise the subscription rights.
  - (iii) The term for the exercise of the subscription right will be 45 calendar days from the date of the publication of the announcement of the subscription offer in the Official Gazette of the Commercial Registry. In this sense, the Company’s shareholders are informed that it is foreseen that such announcement will be published in the Official Gazette of the Commercial Registry on 20 December 2021. In this sense, the subscription period will start on 20 December 2021 and will finish on 3 February 2022 (the “**Subscription Period**”).
  - (iv) The subscription right corresponding to each of the shareholders may be exercised totally or partially by any of the alternatives outlined in the section 2 below. Those rights which have not been exercised by the shareholder may be exercised later or be transferred within the Subscription Period, all of them subject to the requirements for the transfer of Company’s shares foreseen in its by-laws and in the legislation in force, as well as the formalities for the transfer of subscription rights pointed out in section 3 below.



- (v) In no event the Board of Directors will allocate or will offer the shares which are not subscribed within the Subscription Period. Therefore, in the event that the share capital increase will not be fully subscribed, this share capital increase will be limited to the amount corresponding to the nominal value of the shares which have been effectively subscribed and paid up within Subscription Period, being the rest without effects.

## 2. Exercise of subscription right

In order to facilitate the exercise of the subscription right corresponding to the Club's shareholders, the shareholder should first contact the Club's shareholder service office by calling 900 855 050, or by duly filling in the form named "general information about the subscription right" (*información general sobre el derecho de suscripción preferente*) available on the URL address [https://support.valenciacf.com/hc/es/requests/new?ticket\\_form\\_id=4411484134418](https://support.valenciacf.com/hc/es/requests/new?ticket_form_id=4411484134418), where the shareholder will be informed or sent, as appropriate, about his/her/its subscriber code (the "**Subscriber Code**"), at the same time with the new shares that the shareholder is entitled to subscribe and the total amount to be paid for the referred new shares. Such Subscriber Code will be essential to proceed with the subscription of the new shares, regardless of the method of payment selected by the shareholder. Likewise, through said call or form, as the case may be, the shareholder must indicate the subscription method selected in accordance with the alternatives indicated below, given that, in the event of selecting the in-person method, he/she/it must be assigned a day and time to appear at the Club's offices.

The subscription right may be exercised by the Club's shareholders in person or by telematics means in accordance with the terms and conditions set out in this section and selecting any of the modalities outlined below:

- 2.1 **In person**: The shareholder interested in exercising the subscription right may appear in person at the offices of the Club located in Valencia, Plaza del Valencia Club de Fútbol, no. 2, on the day and time indicated on the appointment, as it was previously communicated by call or form, and subscribe the new shares through the payment of the corresponding amount by (1) cash payment, for those transactions amounting up to of €1,000; or by a duly conformed nominative bank check for those transactions for an amount exceeding €1,000; (2) wire transfer; or (3) charge in the credit or debit card communicated by the shareholder for this purpose. For clarification purposes, the interested shareholder may opt for the alternatives (b) and (c) regardless of the amount of the transaction.

The shareholder shall fill out the subscription document enclosed herewith as **Annex I** (the "**Subscription Document**"), specifically, the copy for the interested party and the copy for the Club.

These copies of the Subscription Document shall be submitted to the Club, together with (1) the cash; (2) the original duly conformed nominative bank check identifying the Club as beneficiary; (3) the copy of the receipt of the wire transfer; or (4) the copy of the charge in the credit or debit card communicated for this purpose by the shareholder, depending on the method of payment selected by the shareholder.

In the event that the wire transfer is selected by the shareholder as a method of payment, the Subscription Document identifies the bank account number of the Club in which the shareholder may formalize the wire transfer. The shareholder must indicate in the concept of the transfer (1) the Subscriber Code, which will include a check digit in order to prevent possible mistakes; (2) the shareholder's ID/Tax ID (not the ID of the payer) in the terms stated in the Subscription Document; and (3) the number of shares to be subscribed; all of the aforementioned as follows "**SUSCRIBER CODE;ID/Tax ID NUMBER;No.SHARES**".



Once the paperwork indicated above is received by the Club, the amount and the identity of the subscriber shareholder will be reviewed in order to verify that the identity of the subscriber corresponds to one of the shareholders registered in the Shares Registry Book.

Once the aforementioned has been confirmed, the Club will stamp the copy for the interested party of the Subscription Document and will forward it to the shareholder's email identified in the Subscription Document.

- 2.2 By electronic means:** The shareholder interested in exercising the subscription right by telematics means may do it by dully filling the form named "exercise of subscription right" (*ejercicio del derecho de suscripción preferente*) available on the URL address [https://support.valenciacf.com/hc/es/requests/new?ticket\\_form\\_id=4411484134418](https://support.valenciacf.com/hc/es/requests/new?ticket_form_id=4411484134418), sending a scanned copy of the following documentation: (1) the Subscription Document for the Club duly fulfilled and signed; (2) the shareholder's ID/Tax ID; and (3) proof of the wire transfer by virtue of which the corresponding amount is paid.

For clarification purposes, the subscription of shares through telematic means may only and exclusively be made by wire transfer. For these purposes, the Subscription Document identifies the Club's bank account number to which the shareholder may make the wire transfer. The shareholder must indicate in the concept of the transfer (1) the Subscriber Code, which will include a control digit to avoid errors; (2) ID/Tax ID of the shareholder (not of the payer), as it appears in the Subscription Document; and (3) the number of shares to be subscribed as follows "**SUBSCRIBER CODE; ID/Tax ID NUMBER; No.SHARES**".

The shareholder shall enter in the copy for the Club of the Subscription Document the number of shares he/she wishes to subscribe. In the event that the number of shares indicated is not within the range of shares that the shareholder may subscribe, the transaction will be denied, and the shareholder must contact the Club.

Once the Club has received the necessary documentation, it shall verify that the amount received is correct. Likewise, it shall be corroborated that the identity of the subscribing shareholder corresponds to one of the holders of shares registered in the Shares Registry Book.

Once the above has been verified, the shareholder will receive, at the email address indicated in the Subscription Document, a voucher evidencing the subscription made.

### **3. Transfer of the subscription rights**

- a. The subscription rights may be transferred by their holder during the Subscription Period, provided that the requirements for the transfer of Company's shares set forth in the by-laws, in the applicable Law and in these terms and conditions are fulfilled.
- b. The subscription rights corresponding to the shareholders may be transferred totally or partially. However, the partial transmission of the subscription right inherent to each share is not allowed, as the subscription right inherent to each share must be fully transfer to the same person or entity.
- c. In any case, the shareholder interested in transferring the subscription rights to which he/she is entitled to, in the first instance, must contact the Club's shareholder service office at the telephone 900 855 050, or by dully filling in the form named "transfer of subscription right" (*transmisión del derecho de suscripción preferente*) included in the URL address [https://support.valenciacf.com/hc/es/requests/new?ticket\\_form\\_id=4411484134418](https://support.valenciacf.com/hc/es/requests/new?ticket_form_id=4411484134418), where the Company will inform or send, as the case may be, the Subscriber Code and the number of



subscription rights that the shareholder may transfer. Said Subscriber Code will be essential in order to proceed with the transfer of the subscription rights for the new shares. Likewise, through said call or form, as the case may be, a date and time must be assigned for the shareholder to appear at the Club's offices, for the purposes of the provisions set forth in section 3.1 below.

- d. The acquisition of subscription rights shall be credited to the Club in order that such circumstance is considered to the effects of:
- (i) That the Club becomes aware of the transfer of the subscription rights;
  - (ii) That the transfer is registered with the Shares Registry Book and incorporated in the Club's database in order to allow the acquirer to subscribe the corresponding shares;
  - (iii) That a stamped copy of the document of the transfer of the subscription right enclosed herewith as **Annex II** (the "**Transfer Document**") is submitted to the acquirer in order for the acquirer to demonstrate the acquisition of the corresponding rights; and
  - (iv) That the new Subscriber Codes are generated and submitted (one for the acquirer, in order for the acquirer to exercise the subscription rights recently acquired, and other one for the transferor, in the event that the transferor remains being the holder of unexercised subscription rights).

### **3.1 Documentation process for the transfer of subscription rights**

- a. The acquirer and the transferor must appear in person for this purposes in the Club's registered offices, located in Valencia, Plaza del Valencia Club de Fútbol, no. 2, on the day and time indicated on the appointment, as it was previously communicated by phone or email, in order to submit three (3) copies of the Transfer Document which is enclosed herewith as Annex II duly fulfilled, this is, a copy for the transferor, another for the acquirer, both copies to be given back to the transferor and the acquirer once stamped, and the last one to be kept in the Club's internal files. Alternatively, the acquirer shall individually appear in the Club's registered office whenever the acquirer submits in triplicate the Transfer Document with the legalized signature of both parties by the notary public in the copy to be submitted and kept by the Club.
- b. The Transfer Document will be individually reviewed by the Club and a registration number will be assigned, with the aim that (1) the transfer of the subscription rights does not give rise to doubts; and (2) an individual monitoring of the possible incidents may be carried out.
- c. For verification purposes, the Shares Registry Book's computer record is prepared to include an entry for each share. This entry will allow identifying the shareholders who have transferred their subscription rights at all times. Likewise, the Shares Registry Book's computer record will indicate the subscription rights which have been transferred by each shareholder and, if applicable, the shares whose subscription rights may be exercised by the shareholder because such rights have not been transferred or exercised yet.
- d. Once verified the transferor's personal details, the number of rights subject to be transferred and their availability in the terms stated in the Shares Registry Book's data, the Club will proceed with the registration of the transfer of the subscription rights in favour of the acquirer.
- e. Once the above verifications are fulfilled, the Club will seal the three (3) copies of the Transfer Document and will generate a new Subscriber Code for the acquirer to proceed with the subscription of the shares, registering the transfer of rights and the shares affected in the Shares' Registry Book



in order to prevent any duplication of subscriptions or transfers. Also, in the event that the transferor maintains subscription rights not sold after the transfer, the transferor shareholder will receive a new Subscriber Code for the purposes of subscribing or transfer, at a later time, the subscription rights which have not been prior transferred or exercised, in both cases within the Subscription Period.

### **3.2 Exercise of the subscription right by the acquirers of subscription rights**

- a. The acquirer of subscription rights may subscribe the new shares once the transfer of such rights has been communicated and registered by the Club in accordance with the terms outlined in section 3.1 above.
- b. For these purposes, the acquirer of subscription rights who subscribes new shares may carry out this subscription through any of the alternatives foreseen in section 2 above. To this extent, the acquirer must use the Subscriber Code which will be provided by the Club at the ending of the transfer process. The Subscriber Code will be essential to proceed with the subscription of the new shares, regardless of the method of payment selected by the holder of the subscription rights. For clarification purposes, it will not be necessary for the acquirer of the subscription rights to contact the Club's shareholder service office to confirm his/her Subscriber Code, the new shares he/she is entitled to subscribe and the total amount to be paid for them, since this verification should have already been carried out by the transferring shareholder prior to the transfer of such rights.

## ANNEX I: SUBSCRIPTION DOCUMENT

SUBSCRIBER CODE:

Tax ID/ID Number:

Telephone:

E-mail:


Name / Corporate name:

Address:

Postal Code:

City:

### EXERCISE OF THE SUBSCRIPTION RIGHT

The signatory, holder of \_\_\_\_ nominative shares/subscription rights of VALENCIA CLUB DE FÚTBOL, S.A.D., in accordance with the terms and conditions of the share capital increase against cash contributions passed by the General Ordinary Shareholders' Meeting held on 16 December 2021,

**EXECISES** hereby the **SUBSCRIPTION RIGHT** of \_\_\_\_ nominative shares<sup>(1)</sup> of VALENCIA CLUB DE FÚTBOL, S.A.D., by **subscribing a total of \_\_\_\_ new shares**, which an issuance price amounting to €20 per share, corresponding to €6 of nominal value each plus a share premium of €14 per share, which in global amounts \_\_\_\_ EUROS (*tick the corresponding box. See NOTES 2, 4 and 5*):

- Personally appearing in the offices of the Club:
  - By **CASH PAYMENT** for those transactions up to €1,000; or by a **DULY CONFORMED NOMINATIVE BANK CHECK** for those transactions for an amount exceeding €1,000, identifying VALENCIA CLUB DE FÚTBOL, S.A.D. as beneficiary.
  - By receipt of the **WIRE TRANSFER** in the bank account opened in the name of VALENCIA CLUB DE FÚTBOL, S.A.D. in the financial entity Caixabank, S.A., with the number IBAN ES63 2100 7729 1213 0000 7597, indicating in the concept "**SUSCRIBER CODE;ID NUMBER;No.SHARES**".
  - By **CHARGE IN THE CREDIT OR DEBIT CARD** communicated by the shareholder for this purpose.
- Telematically, by receipt of the wire transfer to the current account opened in favor of VALENCIA CLUB DE FÚTBOL, S.A.D. in the entity Caixabank, S.A., with the number IBAN ES63 2100 7729 1213 0000 7597, indicating in the concept "**SUSCRIBER CODE; ID/Tax ID NUMBER;No.SHARES**".

Date and signature of the subscriber / representative:

**SEE NOTES AND WARNING ON THE BACK**

**COPY FOR THE INTERESTED PARTY**

*(1) In the event that the subscription right is not exercised for all the shares held by the same shareholder, it shall be understood that this right has been exercised by the former numbers of shares in an ascending and correlative order.*

## NOTES AND LEGAL WARNINGS

**INITIAL.-** The subscription right may be exercised within the period of time between 20 December 2021 and 3 February 2022, both inclusive (the “**Subscription Period**”).

The terms and conditions of the share capital increase against cash contributions as well as further information regarding the procedure of subscription and transfer of shares and the acquisition of the subscription rights may be found available on the electronic site of VALENCIA CLUB DE FÚTBOL, S.A.D. (the “**Club**” or the “**Company**”), accessible through their website [www.valenciacf.com](http://www.valenciacf.com).

**NOTE 1.- Personal data protection.** Pursuant to the provisions of the Regulation (EU) 2016/679, of 27 April, and applicable regulations, we inform you that the personal data provided is processed for the purpose of allowing management of the shareholders' ownership of the Company's shares, to enable the exercise of subscription rights and the inclusion of their data in the Shares' Registry Book, and based on the legitimate interest that Valencia Club de Fútbol, S.A.D. has in relation to its shareholders. The data controller is Valencia Club de Fútbol, S.A.D., with registered office at Plaza Valencia CF, N°2 – 46010 Valencia.

We remind you the possibility to access to the data provided, as well as to request, if necessary, their rectification, opposition, suppression, limitation of processing or portability, under the terms established by the applicable legislation on data protection, by sending a written communication to Plaza Valencia CF, N°2, or by e-mail to [lopd@valenciacf.es](mailto:lopd@valenciacf.es). We also inform you that you can contact with the Data Protection Officer (DPO) or Responsible of Data Protection of the Valencia Club de Fútbol, by the e-mail address [lopd@valenciacf.es](mailto:lopd@valenciacf.es) or by the phone number 96 337 26 26. Valencia Club de Fútbol, S.A.D. has a Privacy Policy which informs you about data retention terms, communication of data to third parties, applicable security measures, and other information of your interest in relation to privacy which you can consult in [www.valenciacf.com](http://www.valenciacf.com).

**NOTE 2.-** The subscription and submission of this document (the “**Subscription Document**”) to VALENCIA CLUB DE FÚTBOL, S.A.D., constitutes an express, unconditional and irrevocable declaration of the shareholder or the subscription rights' holder to exercise the subscription rights inherent to the number of shares or subscription rights indicated in the Subscription Document. As a consequence, the subscriber may not revoke, amend or annul such declaration.

The shareholder or holder of subscription rights must deliver or send to the Club through the form named “exercise of subscription right” (*ejercicio del derecho de suscripción preferente*) available on the URL address

[https://support.valenciacf.com/hc/es/requests/new?ticket\\_form\\_id=411484134418](https://support.valenciacf.com/hc/es/requests/new?ticket_form_id=411484134418) the following copies of the Subscription Document depending on the subscription method selected:

- (i) **If the shareholder personally appears in the offices of the Club:** The subscriber shall fill out and submit to the Club two (2) copies of the Subscription Document (the copy for the interested party and the copy for the Club). Such copies of the Subscription Document shall be submitted together with (a) the cash (for those transactions amounting up to €1,000); or the original of the duly conformed nominative bank check identifying the Club as beneficiary (for those transactions for an amount exceeding €1,000); (b) the copy of the receipt of the wire transfer; or (c) the copy of the charge in the credit or debit card communicated for this purpose by the shareholder, depending on the method of payment selected by the shareholder.
- (ii) **If the shareholder does it by telematic means:** The subscriber shall attach to the form a scanned copy of (a) the Subscription Document for the Club duly fulfilled and signed; (2) the shareholder's ID/Tax ID; and (3) the wire transfer by virtue of which the corresponding amount is paid (the only method of payment accepted for this type of subscription). No further paperwork shall be sent to the Club.

For clarification purposes, if the subscription of the shares is executed by telematic means, the subscriber shall receive by telematic means the subsequent individual notice including the

data of the subscription executed. The declaration of willingness expressed at the time of subscription together with the notice received by the subscriber shall be equal to the subscription of this document.

**NOTE 3.-** In the event that the subscription right is exercised over a lower number of shares of those hold by the subscriber, it shall be understood that this right has been exercised by the former numbers of shares in an ascending and correlative order, and the Company will register the corresponding entries in the Company's Share Registry Book accordingly. If the number of shares indicated by the subscriber exceeds the maximum that is entitled to subscribe, or in the event that the deposit formalized does not cover the total number of shares subscribed, the subscription will be deemed executed for the maximum number of shares.

**NOTE 4.-** The subscription right may be exercise by the Company's shareholders by means of 1 new share per each 1.409984 old shares.

For the purposes of exercising their subscription right, those shareholders or holders of subscription rights who wish to do so may group their rights, as well as, if applicable, the fractions or remainders of them.

The amount to be paid will correspond with the issuance price of the new shares amounting to €20 per share (which corresponds to its nominal value amounting to €6 plus its share premium amounting to €14 per share) multiplied by the number of shares to be subscribed.

In order to obtain information about the number of shares to subscribe and its corresponding payment, the shareholder may contact the Club's shareholder service office on the phone number 900 855 050, or by filling in the form named “general information about the subscription right” (*información general sobre el derecho de suscripción preferente*) available on the URL address [https://support.valenciacf.com/hc/es/requests/new?ticket\\_form\\_id=4411484134418](https://support.valenciacf.com/hc/es/requests/new?ticket_form_id=4411484134418).

**NOTE 5.-** To all intends and purposes, the date on which the subscription right shall be deemed exercised will be that on which the corresponding funds have been deposited in the Company's bank account (value date), provided that this Subscription Document has been filled in, signed and sent to the Club, in person or by telematic means, depending on the subscription modality chosen by the shareholder.

**NOTE 6.-** If the subscription is executed through any means other than the payment in cash, the exercise of the subscription right is conditioned to the verification of the account deposit into the bank account opened in the name of the Company. The lack of verification or the subsequent annulment of the corresponding account deposit for whatever reason will imply the non-effectiveness and the invalidity of the subscription, being the Company exempt from liability against the subscriber for such circumstance.

**NOTE 7.-** The subscription rights that correspond to each shareholder may be fully or partially exercised. Those rights that are not exercised by the shareholder may be later exercised or transferred within the Subscription Period.

**NOTE 8.-** A subscription of shares will be carried out exclusively through a Subscriber Code. This is, each shareholder or subscription rights' holder shall use the Subscriber Code and pay the corresponding amount only once, not being possible to aggregate several transactions for the subscription of new shares from different Subscriber Codes in the same transaction.

## ANNEX I: SUBSCRIPTION DOCUMENT

SUBSCRIBER CODE:

Tax ID/ID Number:

Telephone:

E-mail:


Name / Corporate name:

Address:

Postal Code:

City:

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### EXERCISE OF THE SUBSCRIPTION RIGHT

The signatory, holder of \_\_\_\_ nominative shares/subscription rights of VALENCIA CLUB DE FÚTBOL, S.A.D., in accordance with the terms and conditions of the share capital increase against cash contributions passed by the General Ordinary Shareholders' Meeting held on 16 December 2021,

**EXERCISES** hereby the **SUBSCRIPTION RIGHT** of \_\_\_\_ nominative shares<sup>(1)</sup> of VALENCIA CLUB DE FÚTBOL, S.A.D., by **subscribing a total of \_\_\_\_ new shares**, which an issuance price amounting to €20 per share, corresponding to €6 of nominal value each plus a share premium of €14 per share, which in global amounts \_\_\_\_ EUROS (*tick the corresponding box. See NOTES 2, 4 and 5*):

- Personally appearing in the offices of the Club:
  - By **CASH PAYMENT** for those transactions up to €1,000; or by a **DULY CONFORMED NOMINATIVE BANK CHECK** for those transactions for an amount exceeding €1,000, identifying VALENCIA CLUB DE FÚTBOL, S.A.D. as beneficiary.
  - By receipt of the **WIRE TRANSFER** in the bank account opened in the name of VALENCIA CLUB DE FÚTBOL, S.A.D. in the financial entity Caixabank, S.A., with the number IBAN ES63 2100 7729 1213 0000 7597, indicating in the concept "**SUBSCRIBER CODE; ID/Tax ID NUMBER;No.SHARES**".
  - By **CHARGE IN THE CREDIT OR DEBIT CARD** communicated by the shareholder for this purpose.
- Telematically, by receipt of the wire transfer to the current account opened in favor of VALENCIA CLUB DE FÚTBOL, S.A.D. in the entity Caixabank, S.A. with the number IBAN ES63 2100 7729 1213 0000 7597, indicating in the concept "**SUBSCRIBER CODE; ID/Tax ID NUMBER;No.SHARES**".

Date and signature of the subscriber / representative:

**SEE NOTES AND WARNING ON THE BACK**

**COPY FOR THE CLUB**

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*(1) In the event that the subscription right is not exercised for all the shares held by the same shareholder, it shall be understood that this right has been exercised by the former numbers of shares in an ascending and correlative order.*

## **NOTES AND LEGAL WARNINGS**

**INITIAL.-** The subscription right may be exercised within the period of time between 20 December 2021 and 3 February 2022, both inclusive (the “**Subscription Period**”).

The terms and conditions of the share capital increase against cash contributions as well as further information regarding the procedure of subscription and transfer of shares and the acquisition of the subscription rights may be found available on the electronic site of VALENCIA CLUB DE FÚTBOL, S.A.D. (the “**Club**” or the “**Company**”), accessible through their website [www.valenciacf.com](http://www.valenciacf.com).

**NOTE 1.- Personal data protection.** Pursuant to the provisions of the Regulation (EU) 2016/679 of 27 April, and applicable regulations, we inform you that the personal data provided is processed for the purpose of allowing management of the shareholders' ownership of the Company's shares, to enable the exercise of subscription rights and the inclusion of their data in the Shares' Registry Book, and based on the legitimate interest that Valencia Club de Fútbol, S.A.D. has in relation to its shareholders. The data controller is Valencia Club de Fútbol, S.A.D., with registered office at Plaza Valencia CF, N°2 – 46010 Valencia.

We remind you the possibility to access to the data provided, as well as to request, if necessary, their rectification, opposition, suppression, limitation of processing or portability, under the terms established by the applicable legislation on data protection, by sending a written communication to Plaza Valencia CF, N°2, or by e-mail to [lopd@valenciacf.es](mailto:lopd@valenciacf.es). We also inform you that you can contact with the Data Protection Officer (DPO) or Responsible of Data Protection of the Valencia Club de Fútbol, by the e-mail address [lopd@valenciacf.es](mailto:lopd@valenciacf.es) or by the phone number 96 337 26 26. Valencia Club de Fútbol, S.A.D. has a Privacy Policy which informs you about data retention terms, communication of data to third parties, applicable security measures, and other information of your interest in relation to privacy which you can consult in [www.valenciacf.com](http://www.valenciacf.com).

**NOTE 2.-** The subscription and submission of this document (the “**Subscription Document**”) to VALENCIA CLUB DE FÚTBOL, S.A.D., constitutes an express, unconditional and irrevocable declaration of the shareholder or the subscription rights' holder to exercise the subscription rights inherent to the number of shares or subscription rights indicated in the Subscription Document. As a consequence, the subscriber may not revoke, amend or annul such declaration.

The shareholder or holder of subscription rights must deliver or send to the Club through the form named “exercise of subscription right” (*ejercicio del derecho de suscripción preferente*) available on the URL address

[https://support.valenciacf.com/hc/es/requests/new?ticket\\_form\\_id=411484134418](https://support.valenciacf.com/hc/es/requests/new?ticket_form_id=411484134418) the following copies of the Subscription Document depending on the subscription method selected:

- (i) **If the shareholder personally appears in the offices of the Club:** The subscriber shall fill out and submit to the Club two (2) copies of the Subscription Document (the copy for the interested party and the copy for the Club). Such copies of the Subscription Document shall be submitted together with (a) the cash (for those transactions amounting up to €1,000); or the original of the duly conformed nominative bank check identifying the Club as beneficiary (for those transactions for an amount exceeding €1,000); (b) the copy of the receipt of the wire transfer; or (c) the copy of the charge in the credit or debit card communicated for this purpose by the shareholder, depending on the method of payment selected by the shareholder.
- (ii) **If the shareholder does it by telematic means:** The subscriber shall attach to the form a scanned copy of (a) the Subscription Document of the Club duly fulfilled and signed; (2) the shareholder's ID/Tax ID; and (3) the wire transfer by virtue of which the corresponding amount is paid (the only method of payment accepted for this type of subscription). No further paperwork shall be sent to the Club.

For clarification purposes, if the subscription of the shares is executed by telematic means, the subscriber shall receive by

telematic means the subsequent individual notice including the data of the subscription executed. The declaration of willingness expressed at the time of subscription together with the notice received by the subscriber shall be equal to the subscription of this document.

**NOTE 3.-** In the event that the subscription right is exercised over a lower number of shares of those hold by the subscriber, it shall be understood that this right has been exercised by the former numbers of shares in an ascending and correlative order, and the Company will register the corresponding entries in the Company's Share Registry Book accordingly. If the number of shares indicated by the subscriber exceeds the maximum that is entitled to subscribe, or in the event that the deposit formalized does not cover the total number of shares subscribed, the subscription will be deemed executed for the maximum number of shares.

**NOTE 4.-** The subscription right may be exercise by the Company's shareholders by means of 1 new share per each 1.409984 old shares.

For the purpose of exercising their subscription right, those shareholders or holders of subscription rights who wish to do so may group their rights, as well as, if applicable, the fractions or remainders of them.

The amount to be paid will correspond with the issuance price of the new shares amounting to €20 per share (which corresponds to its nominal value amounting to €6 plus its share premium amounting to €14 per share) multiplied by the number of shares to be subscribed.

In order to obtain information about the number of shares to subscribe and its corresponding payment, the shareholder may contact the Club's shareholder service office on the phone number 900 855 050, or by filling in the form named “general information about the subscription right” (*información general sobre el derecho de suscripción preferente*) available on the URL address [https://support.valenciacf.com/hc/es/requests/new?ticket\\_form\\_id=4411484134418](https://support.valenciacf.com/hc/es/requests/new?ticket_form_id=4411484134418).

**NOTE 5.-** To all intends and purposes, the date on which the subscription right shall be deemed exercised will be that on which the corresponding funds have been deposited in the Company's bank account (value date), provided that this Subscription Document has been filled in, signed and sent to the Club, in person or by telematic means, depending on the subscription modality chosen by the shareholder.

**NOTE 6.-** If the subscription is executed through any means other than the payment in cash, the exercise of the subscription right is conditioned to the verification of the account deposit into the bank account opened in the name of the Company. The lack of verification or the subsequent annulment of the corresponding account deposit for whatever reason will imply the non-effectiveness and the invalidity of the subscription, being the Company exempt from liability against the subscriber for such circumstance.

**NOTE 7.-** The subscription rights that correspond to each shareholder may be fully or partially exercised. Those rights that are not exercised by the shareholder may be later exercised or transferred within the Subscription Period.

**NOTE 8.-** A subscription of shares will be carried out exclusively through a Subscriber Code. This is, each shareholder or subscription rights' holder shall use the Subscriber Code and pay the corresponding amount only once, not being possible to aggregate several transactions for the subscription of new shares from different Subscriber Codes in the same transaction.

**SUBMIT IN TRIPLICATE**

**ANNEX II: TRANSFER DOCUMENT FOR THE SUBSCRIPTION RIGHT**

In Valencia, on \_\_\_\_\_ 202\_\_

**TRANSFEROR SHAREHOLDER**

<b>SHAREHOLDER'S PERSONAL DATA</b>	Name or corporate name:	
	Last Name 1:	
	Last Name 2:	
	Tax ID/ID Number:	
	Address:	
	City:	
	Postal Code:	
	Telephone:	
	E-mail:	

**ACQUIRER**

<b>ACQUIRER'S PERSONAL DATA</b>	Name or corporate name:	
	Last Name 1:	
	Last Name 2:	
	Tax ID/ID Number:	
	Address:	
	City:	
	Postal Code:	
	Telephone:	
	E-mail:	

**LEGAL ENTITIES**

<b>REPRESENTATIVE'S PERSONAL DATA</b>	<b>LEGAL ENTITIES</b>	
	Name:	
	Last Name 1:	
	Last Name 2:	
	Position:	
	Notary Public:	
Notary's record / Year:		

**LEGAL ENTITIES**

<b>REPRESENTATIVE'S PERSONAL DATA</b>	<b>LEGAL ENTITIES</b>	
	Name:	
	Last Name 1:	
	Last Name 2:	
	Position:	
	Notary Public:	
Notary's record / Year:		

**UNDERAGE**

<b>LEGAL REPRESENTATIVE'S PERSONAL DATA</b>	<b>UNDERAGE</b>	
	Name:	
	Last Name 1:	
	Last Name 2:	
	Tax ID/ID Number:	
	Notary Public:	
Legal Representative: (father/mother/guardian)		

**UNDERAGE**

<b>LEGAL REPRESENTATIVE'S PERSONAL DATA</b>	<b>UNDERAGE</b>	
	Name:	
	Last Name 1:	
	Last Name 2:	
	Tax ID/ID Number:	
	Notary Public:	
Legal Representative: (father/mother/guardian)		

Both the parties, mutually and reciprocally recognize that they have the necessary legal capacity to execute this document,

**EXPOSE**

- I. That the **Transferor** is the lawful holder of \_\_\_\_\_ shares of VALENCIA CLUB DE FÚTBOL, S.A.D. (hereinafter, the "**Club**"), in accordance with the checking carried out by the Parties in the offices of the **Club** in line with the entries of the Share Registry Book.
- II. That the **Transferor wishes to transfer the subscription right** that the Transferor holds as consequence of the share capital increase against cash contributions passed by the General Ordinary Shareholders' Meeting of the **Club** held on 11 December 2015 (the "**Share Capital Increase**").
- III. That each 1.409984 subscription rights object of the transfer entitles to subscribe 1 new share, so that the rights covered by this transfer entitle to subscribe a total of \_\_\_\_\_ new shares in the Share Capital Increase aforementioned.
- IV. That, by virtue of the aforementioned, the parties,

**STATES**

**FIRST.-** That the **Transferor** sells and transfers the full control and possession of the subscription rights corresponding to the shares indicated in section I above to the **Acquirer** who purchases and acquires them in accordance with article 306.2 of the Spanish Companies' Act approved by the Royal Legislative Decree 1/2010 of 2 July.

**SECOND.-** The **Acquirer** states that he/she has not been included in any of the forbidden or limited provisions foreseen in the legislation in force and in the Club's By-laws.

**THIRD.-** The transfer is notified to the **Club** through the personal attendance of both Parties and the submission in triplicate of this document signed by them, in order to record the corresponding entry in the Share Registry Book.

In the absence of the above, the **Acquirer** are entitled to individually attend by providing this document signed in triplicate and with **the signatures of both Parties legalized by Public Notary** in the copy to be submitted to the **Club**.

**THE TRANSFEROR**

**THE ACQUIRER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

To fill in by VALENCIA CLUB DE FÚTBOL, S.A.D.  
(Essential for the subscription of new shares)

**TRANSFER  
CODE:**

[Empty box for Transfer Code]

**COMMUNICATED TO THE CLUB  
Date and stamp:**

#### **NOTES AND LEGAL WARNINGS**

1. **Personal data protection:** Pursuant to the provisions of the Regulation (EU) 2016/679 of 27 April, and applicable regulations, we inform you that the personal data provided is processed for the purpose of allowing management of the shareholders' ownership of the Company's shares, to enable the exercise of subscription rights and the inclusion of their data in the Shares' Registry Book, and based on the legitimate interest that Valencia Club de Fútbol, S.A.D. has in relation to its shareholders. The data controller is Valencia Club de Fútbol, S.A.D., with registered office at Plaza Valencia CF, N°2 – 46010 Valencia.

We remind you the possibility to access to the data provided, as well as to request, if necessary, their rectification, opposition, suppression, limitation of processing or portability, under the terms established by the applicable legislation on data protection, by sending a written communication to Plaza Valencia CF, N°2, or by e-mail to [lopd@valenciacf.es](mailto:lopd@valenciacf.es). We also inform you that you can contact with the Data Protection Officer (DPO) or Responsible of Data Protection of the Valencia Club de Fútbol, by the e-mail address [lopd@valenciacf.es](mailto:lopd@valenciacf.es) or by the phone number 96 337 26 26.

Valencia Club de Fútbol, S.A.D. has a Privacy Policy which informs you about data retention terms, communication of data to third parties, applicable security measures, and other information of your interest in relation to privacy which you can consult in [www.valenciacf.com](http://www.valenciacf.com).

2. This notice does not replace nor modify the title of transfer of the subscription rights entered into between the Transferor and the Acquirer, if any, leaving aside the VALENCIA CLUB DE FÚTBOL, S.A.D. of the terms and conditions agreed by the Parties.
3. For the purposes of the share capital increase and the subscription of new shares, the lawful transfer of the subscription rights is conditioned by (i) the notice of the transfer to the Club; (ii) the check of the availability of the corresponding rights; and (iii) the registration of the transfer in the Shares Registry Book.
4. In the event that the subscription rights held are not totally transferred, it shall be understood that this right has been exercised by the former numbers of shares in an ascending and correlative order.
5. In the event of discrepancies between the Share Registry Book's data, VALENCIA CLUB DE FÚTBOL, S.A.D. reserves the right to refuse the recording of the transfer as long as the Parties do not proceed to amend or rectify the incidents detected within the period to exercise the subscription rights which starts on 20 December 2021 and ends on 3 February 2022, both inclusive.
6. The inability or failure in the amendment of any mistake or incidents detected will imply the non-effectiveness of the transfer executed before the VALENCIA CLUB DE FÚTBOL, S.A.D. The Club shall not be responsible of the consequences that may arise for the Parties derived from the invalidity or non-effectiveness of the transfers communicated or the non-compliance by any of them of their respective undertakings agreed in the title of the corresponding transfer.