

TOSALET HEALTH CLUB, S.L.

CONVERTIBLE LOAN AGREEMENT

Jávea, Alicante · 2026

— CONFIDENTIAL —

Drafted by EY Abogados · Nacho Sevilla Sánchez · Valencia

Tosalet Health Club, S.L. · NIF B-09.805.904 · Calle Liverpool 1, 03730 Jávea

CONVERTIBLE LOAN AGREEMENT

In Jávea, on (**) of (**) 2026 (the "Signing Date")

BETWEEN

On the one part,

(**), a company duly incorporated and existing under Spanish law, with registered office at (**), tax identification number (**), registered at the Commercial Registry of (**), volume (**), book (**), folio (**), sheet (**), duly represented by Mr./Ms. (**), of legal age, holder of ID number (**), duly authorized pursuant to a power of attorney granted before the Notary of (**), Mr./Ms. (**), on (**), protocol number (**). Hereinafter referred to as "(**)" or the "Lender".

And on the other part,

TOSALET HEALTH CLUB, S.L., a company duly incorporated and existing under Spanish law, with registered office at Calle Liverpool 1, 03730, Jávea (Alicante), tax identification number B-09.805.904, registered at the Commercial Registry of Alicante, volume 4451, folio 220, sheet A-178639, duly represented by Ms. Jessica Bataille, of legal age, holder of NIE X0742798-J, in her capacity as sole director pursuant to a deed granted before the Notary of Jávea, Mr. Juan-Luis Millet Sancho, on February 23, 2022, protocol number 2,286. (hereinafter, "THC", the "Company" or the "Borrower")

The Lender and the Borrower may hereinafter be referred to jointly as the "Parties" or individually as a "Party".

Both Parties, mutually recognizing sufficient legal capacity to execute this agreement,

RECITALS

I. The Borrower wishes to enter into a convertible loan into shares of the Company with the Lender for the purpose of acquiring the entirety of the shares comprising the share capital of Club de Campo Tosalet, S.L., tax ID B-96.174.552, and the property located in Jávea (Alicante), registered at the Land Registry of Jávea No. 2, volume 1563, book 512, folio 193, property number 8740 (the

"Project").

II. The Lender is willing to grant a convertible loan into shares of the Company to the Borrower for the purposes of the Project.

III. Based on the foregoing, the Parties agree to execute this loan agreement (hereinafter, the "Agreement" or the "Loan"), governed by the following

CLAUSES

1. PURPOSE AND AMOUNT OF THE LOAN

1.1. The Lender grants the Borrower, who accepts, a loan in the amount of (**) EUROS (€**) (the "Principal"), which the Borrower shall repay together with interest in the terms, forms and conditions set forth in this Agreement and, in default thereof, by applicable legal provisions. The minimum amount for this Convertible Loan Agreement is one million euros (€1,000,000).

1.2. The Lender shall deliver the Principal to the Borrower within a maximum period of three (3) business days from the Signing Date by bank transfer, net of any charges or commissions, to the following bank account held by the Borrower: ES51 2100 9015 2102 0028 7343 (CaixaBank, BIC: CAIXESBBXXX).

1.3. Within five (5) days following the date on which THC receives the Principal in full and correctly (the "Disbursement Date"), THC shall notify the Lender of such circumstance.

2. ORDINARY INTEREST

2.1. The outstanding Principal shall accrue ordinary fixed annual interest of twelve (12) percent (the "Interest Rate" or the "Interest") calculated on the basis of a year of three hundred and sixty (360) days.

2.2. The Principal shall accrue interest daily in favor of the Lender from the Disbursement Date, calculated by applying the Interest Rate proportionally to the number of days elapsed.

3. TERM AND REPAYMENT

3.1. The Loan is agreed for a term of twenty-four (24) months from the Signing Date of this Agreement.

3.2. Full repayment of the Loan shall be made by the Borrower in a single payment upon the previously indicated maturity date (the "Repayment Date").

3.3. Notwithstanding the foregoing, the Borrower may repay, at any time prior to the Repayment Date, all or part of the Principal upon prior written notice to the Lender with a minimum of five (5) business days advance notice.

3.4. On the Repayment Date, the Borrower may, at its discretion, choose between (i) repaying the Principal and Interest to the Lender by bank transfer within five (5) business days following the Repayment Date, or (ii) proceeding with the conversion of the Principal and Interest as set forth in

Clause 4 of this Agreement, provided that the Borrower notifies the Lender of such decision within five (5) business days following the Repayment Date in the form provided in Clause 9.

4. CONVERSION OF THE LOAN

4.1. The Principal and Interest accrued as of the Repayment Date (jointly, the "Credit") may be capitalized, in whole or in part, through the creation of new shares in THC by way of a capital increase by set-off of credits (the "Capital Increase"), in the event that, upon the Repayment Date, the Borrower notifies the Lender of its intention to convert the Loan (the "Conversion Notice").

4.2. The conversion rate of the Credit into shares of THC shall be determined by an independent valuation conducted by a qualified third party at the time of conversion (Phase 2 "Post-money" valuation). The total number of shares that the Lender shall receive from the Company shall be the result of dividing the total amount of the Credit by the conversion rate so established.

4.3. The new shares of THC created pursuant to the Capital Increase shall be fully subscribed and paid up by the Lender through full set-off of the capitalized amount of the Loan, and shall confer upon the Lender the same economic and political rights as the pre-existing shares.

4.4. THC shall approve the corresponding Capital Increase within thirty (30) business days following the Conversion Notice by convening an extraordinary general meeting of shareholders.

4.5. Within thirty (30) days from the date of adoption of the Capital Increase resolution, THC shall have it formalized before a notary of its choice and filed for registration with the Commercial Registry of Alicante.

5. COMMERCIAL CHARACTER

5.1. This Agreement is of a commercial nature and shall be governed, in the first instance, by the clauses contained herein and, in matters not covered therein, the Parties shall comply with the provisions of special laws and the Commercial Code, commercial customs and practices, and, in default thereof, the Civil Code.

6. ASSIGNMENT OF THE LOAN

6.1. Neither Party may assign the Loan without the prior express written consent of the other Party.

7. EXECUTION AND NOTARIZATION

7.1. The Parties agree that this Agreement may be executed by electronic signature mechanisms, in particular through third-party systems such as DocuSign.

7.2. This Agreement may be elevated to a public deed at the request of either Party. In such case, all costs and fees arising from the notarization shall be borne by the requesting Party.

8. COSTS AND TAXES

8.1. All costs and expenses arising from the preparation and negotiation of this Agreement shall be borne by the Party that incurred them.

8.2. All taxes and levies arising from the formalization of this Agreement shall be paid by the Parties in accordance with applicable law.

9. AMENDMENTS

9.1. Any amendment to this Agreement shall require written consent signed by both Parties.

10. NOTICES

10.1. All notices and communications between the Parties in connection with this Agreement shall be made in writing and directed to the addresses set forth in the heading of this Agreement, or to any other address that the Parties may communicate to each other in writing.

IN WITNESS WHEREOF, the Parties execute this Agreement in two counterparts and for a single purpose, in the place and on the date indicated in the heading.

THE LENDER

THE BORROWER

(**)

Ms. Jessica Bataille

TOSALET HEALTH CLUB, S.L.

— CONFIDENTIAL —

Tosalet Health Club, S.L. · Calle Liverpool 1, 03730 Jávea · NIF B-09.805.904

Drafted by EY Abogados · Valencia · 2026