

**Item Nine: Approval of a Long-Term Incentive Plan for executives and executive directors of the Fluidra Group.**

Proposed resolution

- (A) To approve a long-term variable compensation plan ("**2025-2029 Performance Share Plan**", "**2025-2029 Plan**" or the "**Plan**") for executive directors and members of the management team of Fluidra, S.A. ("**Fluidra**" or the "**Company**") and of the investees forming part of its consolidated group (the "**Fluidra Group**") that includes the award of Fluidra shares.

The 2025-2029 Plan, linked to the strategic plan of the Fluidra Group, is approved in accordance with the following basic conditions, which will be implemented by the Board of Directors of Fluidra in the 2025-2029 Plan Regulations (the "**Regulations**"):

- a) Objective of the 2025–2029 Plan:** The 2025–2029 Plan aims to encourage, motivate and retain the management team by linking the incentive to the fulfillment of Fluidra's medium- and long-term strategic plan, which will make it possible to align the interests of the Beneficiaries (as defined below) with those of the shareholders by offering them competitive remuneration that is in line with market remuneration practices, and the organizational and strategic situation of the Fluidra Group.

The 2025–2029 Plan consists of the Beneficiaries being entitled to receive a certain number of ordinary shares of the Company (the "**Shares**") subject to the fulfillment of certain requirements.

- b) Instrument:** The 2025–2029 Plan is implemented through the award of a certain number of units ("**PSUs**"), which will then be used as a reference in order to calculate the final number of Shares to be delivered to the Beneficiaries after a certain period of time, as long as certain strategic objectives of the Fluidra Group are met and that the requirements set out in the Regulations are met.

- c) Term:** The 2025-2029 Plan has a term of five (5) years, extending from 1 January 2025, with effect from the date of approval of the Plan by Fluidra's General Shareholders' Meeting to which this resolution is submitted for approval ("**Start Date**"), until 31 December 2029 ("**End Date**"), without prejudice to the effective settlement of the third and final Cycle (as the term is defined below) of the Plan which will occur during the month of June 2030.

The Plan is divided into three (3) independent cycles (the "**Cycles**") and will have three award dates (the "**Award Dates**") for the target incentive to be received in the event of achieving 100% of the objectives to which it is linked ("**Target Incentive**"), each of which will take place in 2025, 2026 and 2027, respectively.

Each of the Cycles will have an objective measurement period of three (3) years (the "**Measurement Period**"), starting on January 1 of the year in which the Cycle begins (the "**Measurement Period Start Date**") and ending three (3)

years after the Measurement Period Start Date, that is, on December 31 of the year the Measurement Period for the Cycle ends (the "**Measurement Period End Date**").

Once the Measurement Period for each Cycle has ended, the associated incentive to which each of the Beneficiaries will be entitled will be calculated according to the degree of achievement of the objectives established for the Cycle in question ("**Degree of Achievement**").

The incentive corresponding to each Cycle of the Plan will be settled in the month of June of the year after the Measurement Period End Date, following approval of the financial statements for the year in which the Measurement Period of the Cycle in question ends (the "**Settlement Date**").

- d) **Beneficiaries:** The beneficiaries of the 2025–2029 Plan (the "**Beneficiaries**") will be the members of the management team of Fluidra and of its subsidiaries that make up the Fluidra Group, as determined by the Board of Directors of Fluidra, at the proposal of the Appointments and Remuneration Committee, who are expressly invited to participate in the Plan via a letter of invitation (the "**Letter of Invitation**") and who expressly accept this invitation.

For these purposes, the Fluidra Shareholders' Meeting designates as Beneficiaries of the 2025–2029 Plan those directors of Fluidra who, during the term of the Plan, are attributed executive functions in the Fluidra Group ("**Executive Directors**"). At the date of approval of the Plan by the Fluidra Shareholders' Meeting, the Executive Directors are Mr. Eloy Planes, Executive Chairman, and Mr. Jaime Ramirez, CEO.

- e) **Maximum number of Shares included in the Plan:** The total number of Shares that, in the implementation of the Plan, will be delivered to the Beneficiaries at the end of each Cycle, in the event of achieving 100% of the objectives, will be that resulting from dividing the maximum amount allocated to each Cycle by the weighted average closing price of the Shares for the trading sessions taking place on the thirty (30) days prior to the Measurement Period Start Date of the Cycle in question (the "**Reference Value**"). The maximum total amount allocated to the three Cycles of the Plan if 100% of the related objectives are met is established in the amount of sixty-four millions of euros, and being one hundred and seven million euros in case of reaching the maximum degree of achievement.

The maximum total amount allocated to each Cycle of the Plan, if 100% of the objectives are met, will be determined each year by the Board of Directors, following a report by the Appointments and Remuneration Committee, and may not exceed, for all three Cycles of the Plan as a whole, the aforementioned amount of sixty four million of euros (one hundred and seven million euros in case of reaching the maximum degree of achievement).

In any event, if 100% of the objectives are met, the total number of Shares to be delivered in the implementation of the Plan to all of the Beneficiaries in the three Cycles may not exceed 1.21% of the share capital of Fluidra on the date

of approval of the Plan, and will be 2.03% in the event of reaching the maximum Degree of Achievement of the objectives.

If the maximum number of Shares allocated to the Plan authorized by the Shareholders' Meeting is insufficient to be able to settle the incentive in Shares corresponding to the Beneficiaries under each Cycle of the Plan, Fluidra will pay in cash the amount of the incentive corresponding to the excess that cannot be settled in Shares.

If 100% of the objectives of the Plan are met, the Executive Directors of Fluidra will be entitled to receive, at the end of each of the three Cycles, a number of Shares equal in value to 250% in the case of the Executive Chairman and 345% in the case of the CEO of their Fixed Annual Remuneration in force on the award date of the incentive corresponding to the Cycle in question, divided by the Reference Value.

In any event, the number of Shares to be delivered will depend on the number of PSUs assigned and on the degree of achievement of the objectives to which the incentive is linked.

For the first Cycle of the Plan, if 100% of the Cycle objectives are met, based on the average weighted closing price of the Share for the trading sessions taking place on the thirty (30) days prior to January 1, 2025 and the Annual Fixed Remuneration of the Executive Directors in force on the date of approval of the Plan, 51,590 Shares would be delivered to the Executive Chairman Mr. Eloy Planes and 105,395 Shares would be delivered to the CEO Jaime Ramirez. In the event of reaching the maximum Degree of Achievement of the objectives to which the first Cycle is linked, the number of Shares to be delivered will be 172% of the Shares to be delivered in the event of achieving 100% of the objectives. Accordingly, the maximum number of Shares to be delivered would be 88,735 Shares in the case of Mr. Eloy Planes and 181,279 Shares in the case of Mr. Jaime Ramirez.

For each of the remaining Cycles, the Board of Directors, following a report by the Appointments and Remuneration Committee, will set the maximum amounts that will serve as a basis in order to establish, according to the Reference Value of the Cycle in question, the number of Shares that may be delivered if 100% of the objectives are met and in the event of reaching the maximum Degree of Achievement of the objectives to which the corresponding Cycle is linked. The number of PSUs assigned in each Cycle will be duly reported in the corresponding Annual Report on Directors' Remuneration.

**f) Requirements for receiving the incentive:** The requirements to be met, on a cumulative basis, in order for a Beneficiary to vest the right to receive the incentive corresponding to each Cycle of the 2025–2029 Plan are as follows:

- As regards the total PSUs awarded in relation to each Cycle, the Beneficiaries must remain at the Fluidra Group until the Measurement Period End Date of the Cycle, notwithstanding the provisions envisaged for special leaving situations established in the Regulations, which will also set

out the formula to be used for calculation of the number of PSUs vested as at the leaving date.

- Beneficiaries must meet the objectives to which each Cycle of the 2025–2029 Plan is linked, under the terms and conditions described in this agreement and implemented in the Regulations.

In the case of Executive Directors, 100% of the PSUs awarded in each Cycle must be linked to the fulfillment of the objectives to which the corresponding Cycle is linked.

- g) Targets:** The Degree of Achievement of the incentive corresponding to one Cycle of the Plan and, therefore, the number of Shares to be delivered to the Beneficiaries in relation to such a Cycle, will depend on the degree of achievement of the objectives that the Board of Directors, at the proposal of the Appointments and Remuneration Committee, establishes for each Cycle of the 2025–2025 Plan, insofar as relates to the percentage of PSUs awarded that is linked to such achievement.

The objectives will be:

- Objectives in terms of the creation of value for shareholders.
- Economic-financial objectives.
- Targets linked to environment, social and governance (ESG) matters.

**(i) First Cycle**

In the first Cycle of the Plan, the Incentive will be linked to the achievement of the following strategic objectives of the Company:

- (i) Objectives in terms of the creation of value for shareholders. Evolution of Fluidra's Total Shareholder Return ("**TSR**"), in absolute terms.
- (ii) Economic-financial objectives. Evolution of the EBITDA of the Fluidra Group
- (iii) ESG targets. S&P rating.

Hereinafter, the above will be referred to as the "**Metrics**".

The TSR, EBITDA and ESG objectives will be set during the First Cycle Measurement Period that ends on December 31, 2027.

The initial value considered for the purpose of measuring the evolution of the TSR will be the weighted average listed price of the Fluidra share at the close of trading for the trading sessions taking place on the thirty (30) days preceding the First Cycle Measurement Period Start Date, the final

value considered being the weighted average listed price of the Fluidra share at the close of the trading sessions taking place on the thirty (30) days preceding the First Cycle Measurement Period End Date.

The weighting percentages for the Incentive awarded to the Executive Directors will be 50% for the TSR objective, 40% for the EBITDA objective, and 10% for the ESG objective.

In the case of Beneficiaries who are not directors, the Board of Directors will decide, upon a proposal by the Appointments and Remuneration Committee, the part of the Shares whose delivery will depend on achievement of the TSR, EBITDA and ESG objectives.

For the TSR and EBITDA objectives, a Degree of Achievement associated with each objective will be established, which may range between 0% and 180%. The Degree of Achievement deriving from each of the above objectives will be calculated by linear interpolation. In the case of the ESG objective, the Degree of Achievement will be 0% or 100%. The maximum Degree of Achievement for the Executive Directors will therefore be 172%.

## **(ii) Second and Third Cycles**

For the Second and Third Cycles of the Plan, the Fluidra Board of Directors, upon a proposal by the Appointments and Remuneration Committee, may decide to continue with or change the Metrics, their relative weights, and the Degree of Achievement established for the First Cycle of the Plan. In the event of the Board of Directors making any change in this respect, the pertinent information will be duly set out in the corresponding Annual Report on Directors' Remuneration.

- h) Delivery and availability of shares:** The Shares will be delivered either by Fluidra, or by a third party, depending on the coverage systems finally adopted by the Board of Directors. Once the Shares have been awarded, and until a period of three years has elapsed as from the End Date, the Executive Directors and members of the executive committee will not be able to transfer ownership of the Shares they may have received under the Plan until they come to own a number of shares equivalent, at least, to their annual fixed remuneration multiplied by two, in the case of the Executive Directors, and by one, for the members of the executive committee. However, this will not apply in respect of shares that Executive Directors or Executive Committee members need to dispose of in order to cover the acquisition cost, including taxes on the delivered Shares, or if a waiver is obtained from the Board of Directors with a favorable report from the ARC, in order to deal with one-off events that may occur.
- i) Malus and clawback clauses:** The Plan will envisage the corresponding malus and clawback clauses, which will be included in the Regulations. The Board of Directors will determine, where applicable, whether the circumstances that trigger the application of these clauses have occurred and

the part of the Incentive which, where appropriate, is to be reduced or recovered.

In relation to the clawback clause, Fluidra, S.A. may demand the return of the Shares delivered under each Cycle of the 2025–2029 Plan, or the cash equivalent thereof, or even offset the delivery made against other remuneration of any type to which the Beneficiary may be entitled if, during the two years following the Settlement Date of each Cycle, it becomes evident that the settlement in question was based wholly or in part on information which has subsequently been clearly shown to be false or to contain serious inaccuracies. The above will apply to the Executive Directors in all cases and to Beneficiaries who are responsible for such information or who breach internal policies and regulations. The clawback clause will also apply to any Beneficiaries who have breached any of the Group's internal standards and policies or if their negligent conduct has entailed significant losses for the Group. Similarly, the Incentive paid to members of the executive committee and the internal auditor, to whom the clawback clause is not applicable, will in any event be recalculated based on the correct economic and financial information.

**j) Cases of early termination or modification of the 2025–2029 Plan:**

The Regulations may envisage early termination and settlement or modification of the 2025–2029 Plan in the event of an acquisition or change of control, or if the Shares of Fluidra cease to be listed on an organized market, or in circumstances which, in the view of the Board of Directors, have a material impact on the 2025–2029 Plan.

**k) Payout scheme:** The system of coverage to be used for the 2025–2029 Plan will be established in due time and form by the Board of Directors of the Company, for which purpose said body is hereby expressly empowered. The Company may allocate treasury shares currently held or which it may come to hold to cover the needs of the Plan, or it may use the financial instrument most suitable in each case.

(B) For the start-up and effective establishment of the 2025-2029 Plan, it was resolved to empower the Board of Directors of Fluidra, with express powers of sub-delegation, to implement, develop, formalize, execute and settle the Plan, in the terms and conditions it considers best suited to the corporate interest, adopting whatever resolutions and signing whatever documents, whether public or private, may be necessary or advisable for the Plan to be fully effective, including powers to correct, rectify, modify or supplement this resolution and, in particular but with no limitation being implied, the following:

- (i) To formalize and execute the 2025-2029 Plan, when it considers this to be advisable, and in the specific manner it deems appropriate, taking whatever steps may be necessary or advisable for its efficient execution;
- (ii) To develop and establish the specific conditions of the 2025-2029 Plan in all aspects not provided for in this resolution, including, in particular and without limitation, the power to establish the consequences of an acquisition

or change of control, and to regulate situations of early settlement and declare the fulfillment of any conditions to which such early settlement may be linked.

- (iii) To interpret, correct, clarify and complete the 2025-2029 Plan in all aspects not envisaged in this resolution.
- (iv) To adapt the content of the 2025-2029 Plan, modifying the Metrics, their weighting, the objectives of the Metrics, and scales of achievement, and in short, to take whatever step it may consider necessary for the correct adjustment of the Plan, or in the event of there being significant internal or external changes, such as changes to the scope of the Fluidra Group, or to the macroeconomic environment or regulatory changes, among others.
- (v) To draft, sign and present such notices and supplementary documentation as may be necessary or advisable to any public or private body for the purposes of the implementation, execution and settlement of the 2025-2029 Plan, including, where necessary, the appropriate prior notices and prospectuses.
- (vi) To take any step, make any declaration or complete any formality vis-à-vis before any body, entity or registry, whether public or private, national or foreign, in order to obtain any authorization or clearance necessary for the implementation, execution and settlement of the 2025-2029 Plan.
- (vii) To draft and publish whatever announcements may be necessary or advisable;
- (viii) To draw up, sign, execute and, where appropriate, certify any type of document relating to the 2025-2029 Plan.
- (ix) To determine the mechanism whereby the Company will acquire or issue the Shares to be delivered to the Beneficiaries of the Plan, and the manner of financing such acquisition or issue of Shares, and in general, take whatever steps may be necessary or advisable for the execution of such acquisition or issue of Shares.
- (x) To negotiate, agree upon and sign counterparty and liquidity agreements with the financial institutions which it freely designates, on the terms and conditions it deems appropriate.
- (xi) To adapt the contents of the 2025-2029 Plan, in whatever terms it deems advisable, to any circumstances or corporate transactions arising or taking place during the term thereof and which, in its opinion, have a significant effect on the initially established basic conditions and objectives, and insofar as may be required or recommended by the legal regime applicable to certain Beneficiaries, or where necessary for legal, regulatory, operational or other similar reasons, to adapt the general conditions established.



- (xii) To decide not to execute, or to nullify, in full or in part, the 2025-2029 Plan or any of its Cycles, and to exclude certain Beneficiaries where the circumstances make this advisable.
- (xiii) And, in general, to perform any actions, adopt any decisions and sign any documents that may be necessary or merely advisable for the validity, effectiveness, implementation, development, execution, settlement and successful outcome of the 2025-2029 Plan.

It is placed on record for clarification purposes that powers to approve, modify and implement the 2025-2029 Plan in aspects affecting Beneficiaries who are not directors of the Company, will correspond, without limitation, to the Board of Directors.