



Madrid, May 29, 2026

Making Science Group, S.A. (hereinafter, "Making Science", "Making Science Group", the "Company", or the "Group"), pursuant to Article 17 of Regulation (EU) No. 596/2014 on market abuse, Article 227 of Law 6/2023, of March 17, on Securities Markets and Investment Services, and related provisions, as well as Circular 3/2020 of the BME Growth segment of BME MTF Equity ("BME Growth"), hereby announces the following:

OTHER RELEVANT INFORMATION

Pursuant to a resolution adopted by the Board of Directors of Making Science Group, S.A. at its meeting held on May 29, 2026, shareholders are hereby called to attend an Extraordinary General Shareholders' Meeting to be held at the Company's registered office, located at Calle López de Hoyos 135, 3rd Floor, Madrid, at 9:00 a.m. on June 30, 2026, on first call, and, if necessary, on July 1, 2026, at the same time and place, on second call.

The notice of meeting and the agenda of the Extraordinary General Shareholders' Meeting are attached to this announcement.

Yours faithfully,

Juan Fernando Verdasco Giralt
Secretary of the Board (Non-Director)
Making Science Group, S.A.

MAKING SCIENCE GROUP, S.A.

Notice of General Shareholders' Meeting

The Board of Directors of Making Science Group, S.A. (the "Company"), at its meeting held on May 29, 2026, resolved to convene an Extraordinary General Shareholders' Meeting at the Company's registered office, located at Calle López de Hoyos 135, 3rd Floor, Madrid, at 9:00 a.m. on June 30, 2026, on first call, and on July 1, 2026, at the same place and time, on second call, without prejudice to the provisions of Article 178 of the Spanish Companies Act (Ley de Sociedades de Capital), with the following:

AGENDA

- 1. Issuance of up to sixty (60) convertible bonds into shares of the Company, each with a nominal value of €100,000, excluding shareholders' pre-emptive subscription rights. Capital increase in the amount required. Delegation of powers to the Board of Directors, with power of substitution, to formalize, interpret, correct and implement the resolutions adopted at this Meeting.**
- 2. Drafting, reading and approval, if appropriate, of the minutes of the Meeting.**

Attendance at the Meeting by Electronic Means

Attendance at the General Meeting may be carried out through telematic systems, in accordance with Article 10 of the Company's Bylaws, subject to prior identification of shareholders through the following link:

<https://forms.gle/7ashaocrWNctug7E8>

Deadlines

Connection to the aforementioned General Shareholders' Meeting access system must be made at least one hour prior to the commencement of the General Meeting and no later than thirty minutes before its start time, for purposes of identifying and accrediting remote attendees.

After such deadline has elapsed, any shareholder initiating a connection thereafter shall not be deemed present at the Meeting.

Methods for Exercising Shareholder Rights

Any shareholder wishing to attend the General Shareholders' Meeting remotely and exercise his or her rights must identify himself or herself by means of a recognized electronic signature, together with the corresponding attendance card and identification document.

Voting rights and information rights must be exercised through the electronic means available via the aforementioned remote communication system.

Shareholders attending remotely may exercise their right to information by submitting questions or requesting such clarifications as they deem appropriate, provided that they relate to matters included on the Agenda of the Meeting, by sending them to the Company prior to the formal constitution of the Meeting, within the deadlines indicated above.

Supplement to the Notice of Meeting

For the purposes of Article 172 of the consolidated text of the Spanish Companies Act and the Company's Bylaws, it is expressly stated that shareholders representing at least five percent (5%) of the share capital may request publication of a supplement to this notice of shareholders' meeting, including one or more additional items on the Agenda.

The exercise of this right must be carried out by means of reliable notice received at the Company's registered office within five days following publication of this notice.

Attendance and Representation

Pursuant to Article 179 of the consolidated text of the Spanish Companies Act and the Company's Bylaws, all shareholders recorded as holders of Company shares in the corresponding book-entry register at least five (5) days prior to the date of the Meeting may attend the General Meeting.

Such status may be evidenced by the corresponding attendance card, a certificate issued by any legally authorized entity, or any other legally admissible means.

Without prejudice to attendance by shareholder legal entities through the natural persons authorized to represent them, any shareholder entitled to attend may be represented at the General Meeting by another person, whether or not such person is a shareholder.

Such representation must be granted in writing or by means of remote communication systems that adequately guarantee the identity of both the represented shareholder and the representative, as determined by the governing body of the Company, and specifically for each General Meeting, under the terms and scope established by the Spanish Companies Act.

This requirement shall not apply where the representative is the spouse, ascendant or descendant of the represented shareholder, nor where the representative holds a general power of attorney granted by public deed authorizing administration of all assets held by the represented shareholder within Spanish territory.

Representation shall always be revocable. Personal attendance of the represented shareholder at the General Meeting shall automatically revoke any prior representation.

The Chairman of the General Meeting and the Secretary, unless otherwise instructed by the Chairman, shall enjoy the broadest powers permitted by law to admit any document evidencing representation.

In any event, whether in cases of voluntary or legal representation, no person may hold more than one representation at the Meeting.

In cases involving a public solicitation of proxies, the document granting the proxy must contain or have attached the Agenda, together with a request for voting instructions and an indication of how the representative will vote in the absence of specific instructions.

A public solicitation shall be deemed to exist whenever the same person represents more than three shareholders.

Shareholder Information Rights

For the purposes of Article 197 of the consolidated text of the Spanish Companies Act and the Company's Bylaws, it is expressly stated that any shareholder may request in writing, or through electronic or telematic remote communication means, from the directors, up to the seventh calendar day prior to the date scheduled for the Meeting on first call, such information or clarifications as he or she deems appropriate, or submit such questions as he or she considers relevant regarding matters included on the Agenda.

In particular, shareholders may request information concerning:

- this notice of meeting;
- the full text of the proposed resolutions to be adopted, where applicable, in relation to each item included on the Agenda; and
- the report of the Board of Directors concerning the issuance of convertible bonds into shares of the Company, excluding shareholders' pre-emptive subscription rights, the corresponding capital increase in the amount required, and the delegation of powers referred to under Item One of the Agenda.

The directors must provide such information in writing up to the date of the General Meeting.

Furthermore, pursuant to Article 287 of the consolidated text of the Spanish Companies Act, all shareholders are entitled to examine at the Company's registered office the full text of the proposed amendment to the Bylaws and the related report, as well as to request delivery or shipment of such documents free of charge.

Pursuant to Article 304.2 of the consolidated text of the Spanish Companies Act, it is expressly stated that no pre-emptive subscription rights shall apply where the capital increase results from the conversion of bonds into shares.

Shareholders may also verbally request from the Chairman during the course of the General Meeting, prior to the discussion and deliberation of the items on the Agenda, such information or clarifications regarding those matters as they deem appropriate.

Such information or clarifications shall also be provided verbally by any of the directors present, upon instruction of the Chairman.

If, in the opinion of the Chairman, it is not possible to satisfy the shareholder's request during the Meeting itself, the outstanding information shall be provided in writing to the requesting shareholder within seven calendar days following the conclusion of the General Meeting.

It was unanimously resolved to authorize all members of the Board of Directors and the Secretary who is not a director to convene the Extraordinary General Shareholders' Meeting and to carry out all publications required for such purpose in accordance with the Company's Bylaws.

Madrid, May 29, 2026

**The Chairman of the Board of Directors
José Antonio Martínez Aguilar**

REPORT PREPARED BY THE BOARD OF DIRECTORS OF MAKING SCIENCE GROUP, S.A. REGARDING THE PROPOSED ISSUANCE OF CONVERTIBLE BONDS INTO SHARES, WITH THE EXCLUSION OF PRE-EMPTIVE SUBSCRIPTION RIGHTS AND THE CORRESPONDING SHARE CAPITAL INCREASE IN THE AMOUNT NECESSARY, AS SET FORTH UNDER ITEM ONE OF THE AGENDA OF THE EXTRAORDINARY GENERAL SHAREHOLDERS' MEETING

1. PURPOSE OF THE REPORT

The Board of Directors of MAKING SCIENCE GROUP, S.A. (hereinafter, "MSG" or the "Company," interchangeably), for the purposes of Articles 286, 414.2 and 510 of Royal Legislative Decree 1/2010, of July 2, approving the Spanish Companies Act (Ley de Sociedades de Capital) (the "Spanish Companies Act" or the "LSC"), hereby issues this report in connection with the proposed resolution to be submitted for approval at the forthcoming Extraordinary General Shareholders' Meeting of the Company relating to the issuance of bonds convertible into shares of the Company, with the exclusion of the shareholders' pre-emptive subscription rights and the corresponding share capital increase in the amount necessary to satisfy conversion requests (the "Issuance"), included under Item One of the Agenda of the Extraordinary General Shareholders' Meeting, scheduled to be held on first call on June 30, 2026 (the "Report").

This Report shall be made available to the shareholders simultaneously with the notice convening the Extraordinary General Shareholders' Meeting of the Company that is to resolve upon the matters described above.

2. BACKGROUND AND PURPOSE OF THE ISSUANCE

The issuance of bonds convertible into shares of the Company proposed by the Board of Directors of MSG for approval by the General Shareholders' Meeting is intended to obtain the financial resources necessary to support the organic and inorganic growth of MSG and its group of companies.

To this end, in accordance with MSG's strategic and business viability plan for the short and medium term, financing needs are expected to arise from the expansion of the business through organic growth, as well as from potential acquisitions of companies, business units, or similar transactions, which, in turn, will contribute to consolidating MSG's organic growth.

Accordingly, in order to finance organic growth initiatives and corporate transactions, the Company's Board of Directors has deemed it advisable to issue bonds convertible into shares of the Company (the "Bonds"). For this purpose, MSG intends to enter into a financing agreement with INVEREADY CONVERTIBLE FINANCE II, FCR ("Inveready Convertible"), pursuant to which Inveready Convertible will subscribe for and pay in full the Bonds under the terms and conditions described below, in an aggregate principal amount of SIX MILLION EUROS (€6,000,000), to be disbursed in two tranches: (i) a first tranche of FOUR MILLION EUROS (€4,000,000), to be funded upon closing, and (ii) a second tranche of TWO MILLION EUROS (€2,000,000), to be funded six months thereafter. The transaction will be disclosed to the market through the corresponding regulatory announcement.

The issuance of convertible bonds offers, on the one hand, the advantage of providing investors with the opportunity to convert their claims against the Company into shares, thereby obtaining a potentially higher return than that available through other debt instruments; and, on the other hand, it may enable the Company to strengthen its shareholders' equity position.

Given Inveready's extensive experience in this type of transaction, the agreed financing will provide the Company with an efficient, flexible, and cost-effective financing mechanism, enabling it to undertake the contemplated transactions and facilitate the achievement of the objectives set forth in its strategic plan, with the aim of maximizing the Company's value and increasing value for its shareholders.

3. TERMS AND CONDITIONS OF THE CONVERSION OF THE BONDS INTO SHARES (Article 414.2 of the Spanish Companies Act)

The principal terms and conditions of the convertible bonds (the "Bonds"), including the terms and mechanics of their conversion, are as follows:

Issuer: Making Science Group, S.A., a company incorporated under the laws of Spain, with its registered office at Calle López de Hoyos 135, 3rd Floor, 28002 Madrid, Spain, and Spanish Tax Identification Number (N.I.F.) A82861428.

Share Capital: As of the date of this Report, MSG's share capital amounts to €90,919.46, divided into 9,091,946 shares, each having a par value of €0.01.

Corporate Purpose: The Company's corporate purpose consists of carrying out the following activities:

- The provision of communication, marketing, advertising, graphic design, and consulting services, including the creation of campaigns for display through any printed, audiovisual, or electronic medium, as well as the purchase, sale, import, export, and/or distribution of any type of service, product, brand, or concept ancillary to the foregoing purpose.
- The creation of radio, television, and software programs for electronic media, and the sale, licensing, export, and/or distribution of software and/or hardware.
- The construction, development, acquisition, sale, and/or leasing of any type of rural or urban real estate.
- The investment in movable or immovable assets or securities of any nature.

The activities described above may be carried out by the Company, in whole or in part, indirectly through equity interests in other companies engaged in similar activities.

Nature of the Issuance: Issuance of bonds convertible into shares of the Company.

Aggregate Principal Amount of the Issuance: The maximum aggregate principal amount of the Issuance shall be SIX MILLION EUROS (€6,000,000), to be funded in two tranches: (i) a first tranche of FOUR MILLION EUROS (€4,000,000), to be disbursed upon closing, and (ii) a second tranche of TWO MILLION EUROS (€2,000,000), to be disbursed six months thereafter.

Partial Subscription: In the event that the Issuance is not fully subscribed, the Issuance shall be deemed partially subscribed and shall remain effective only in the amount actually subscribed. The proceeds of the Issuance shall be funded through a single drawdown.

Furthermore, in accordance with the terms and conditions of the Issuance, the aggregate outstanding amount of the Issuance shall increase during its life through the capitalization of interest accrued under the Bonds, resulting in an increase in the nominal value thereof.

For the record, there is no limitation on the amount of bond issuances or other debt securities that may be issued by the Company.

Number of Bonds and Principal Amount: A maximum of sixty (60) Bonds shall be issued, each with a principal amount of ONE HUNDRED THOUSAND EUROS (€100,000), plus the Payment-in-Kind ("PIK") interest provided for in the bond documentation.

The principal amount of each Bond shall increase over time as a result of the capitalization of accrued interest. Accordingly, at any given time, the principal amount of each Bond shall be equal to €100,000 plus the amount of accrued and capitalized interest attributable to such Bond.

Form of Representation: The Bonds shall be represented by registered certificates. The Company shall maintain a register of bondholders and outstanding Bonds.

Issue Price: €100,000 per Bond.

Subscribers: The Issuance shall be subscribed for and fully funded by the qualified investor Inveready Convertible Finance Capital II, FCR (the "Original Bondholder"), a venture capital fund with its registered office at C/ Zuatzu No. 7, 20018 San Sebastián (Gipuzkoa), Spain, registered in the official register of venture capital funds maintained by the Spanish National Securities Market Commission (Comisión Nacional del Mercado de Valores - "CNMV") on January 21, 2021, under registration number 315 and holder of Spanish tax identification number (CIF) V-42788687.

Accordingly, the General Shareholders' Meeting of the Company will be requested to approve the exclusion of the shareholders' pre-emptive subscription rights, as further explained and justified below.

Subscription Procedure, Date and Subscription Period: The subscription and funding of the Issuance shall take place within twenty (20) days following the date on which the public deed formalizing the Issuance is executed, provided that the terms and conditions of the Issuance have been approved by the General Shareholders' Meeting of MSG and the public deed relating to the Issuance has been duly registered with the Commercial Registry.

Arrangement Fee: The Bonds shall accrue an amount equal to five percent (5.00%) of the maximum aggregate principal amount of the Issuance, i.e., €6,000,000 (the "Opening Fee"), which shall be paid by the Issuer to the Original Bondholder on the Issue Date or, alternatively, deducted from the subscription proceeds funded by the Original Bondholder.

Interest Rates: From the subscription date, the Bonds shall accrue the following interest:

(i) A fixed annual interest rate of five percent (5%) (the "Cash Interest Rate" or "Cash Interest"), which the Company shall pay in cash to each Bondholder in respect of the Bonds held by such Bondholder. Cash Interest shall be payable quarterly in arrears on the last business day of each calendar quarter; and

(ii) An annual interest rate of four percent (4.00%) that shall be capitalized and added to the principal amount of each Bond at the end of each interest period referred to in paragraph (i) above (the "PIK Interest Rate" or "PIK Interest"). The PIK Interest shall be payable either in cash on the final maturity date or through the delivery of newly issued MSG shares upon conversion.

Maturity: The Bonds shall mature sixty (60) months after the subscription date. On such date, any Bonds that have not previously been converted, redeemed, or cancelled shall be redeemed in cash for an amount equal to the sum of: (i) their outstanding principal amount; (ii) accrued and capitalized PIK Interest; and (iii) accrued but unpaid Cash Interest.

The terms and conditions of the Issuance may provide for early redemption events at the request of the Bondholders (including, without limitation, upon a change of control resulting from a public takeover bid for the Company's shares or upon the occurrence of certain events of default by the Company in connection with the Issuance).

Conversion Terms and Mechanics: The Bonds shall be voluntarily convertible into newly issued shares of the Company. Conversion may be requested by the Bondholders under the following conditions:

Conversion Periods: Bondholders shall be entitled to request the conversion of the Bonds into ordinary shares of the Company:

(i) at any time following the expiry of twelve (12) months from the subscription date and until the seventh business day preceding the maturity date; or

(ii) at any time during the thirty (30) business days following the occurrence of a Conversion Event (being a change of control or a delisting event), except where a public takeover bid for the Company's shares has been launched, in which case conversion may be requested at any time from the announcement of such takeover bid until the date on which the outcome of the offer is announced and the offer becomes unconditional (if

subject to conditions) or until the Company's shares cease to be admitted to trading.

In addition, each Bondholder may request the conversion of the Bonds held by it upon the occurrence of a covenant breach or financial ratio default event.

Conversion Price: €10.00 per share. Bondholders shall be protected against customary dilution events in accordance with market practice for transactions of this nature. In the event of a dilutive event, the Conversion Price shall be adjusted so as to compensate the Bondholders.

For the avoidance of doubt, Bondholders shall not benefit from such anti-dilution protections where the dilution of their indirect equity interest (through the exercise of their conversion rights) results directly from the implementation of corporate transactions specifically contemplated in the Terms and Conditions, including mergers and acquisitions transactions in which consideration is paid, in whole or in part, through shares of the Company, and/or capital increases required to fund acquisitions or finance the Company's operations, provided that such mergers and acquisitions transactions are carried out on arm's-length and market-standard terms.

Value of the Bonds for Conversion Purposes: For purposes of conversion, the value of each Bond shall be equal to the sum of: (i) the outstanding principal amount of the relevant Bonds; (ii) any interest capitalized at the PIK Interest Rate; and (iii) any accrued interest that has not been capitalized at the PIK Interest Rate up to, but excluding, the date on which the relevant public deed implementing the corresponding share capital increase is executed.

Number of Shares to be Issued upon Conversion: The number of shares to be issued to the Bondholders upon conversion shall be determined by dividing the value of the Bonds for conversion purposes by the applicable Conversion Price then in effect. Any resulting fractional entitlement shall be rounded down to the nearest whole share. The Bondholder shall receive a cash payment equal to the value of the fractional entitlement, calculated by reference to the applicable Conversion Price.

Other Obligations: The terms and conditions of the Issuance shall include customary information undertakings, affirmative and negative covenants, and certain financial ratios and financial covenants, subject to agreed materiality thresholds, exceptions, and cure periods customary for transactions of this type. Such covenants shall include, among others, the ability to maintain existing working capital indebtedness or incur additional working capital indebtedness up to an aggregate maximum amount of €35,000,000, provided that the aforementioned financial ratio is complied with and that, each year, the Company carries out a temporary debt repayment or reduction period of at least fifteen (15) days, in an amount equal to no less than eighty percent (80%) of the outstanding working capital indebtedness.

Guarantees: The Issuance shall, in all cases, benefit from the full recourse liability of the Company and from joint and several first-demand guarantees granted by those wholly owned subsidiaries of the Company that individually represent at least ten percent (10.00%) of MSG's consolidated net revenues and/or EBITDA and that, in the aggregate, represent at least ninety-five percent (95.00%) of MSG's consolidated net revenues and EBITDA.

No other security or guarantee (whether real, personal, or otherwise) shall be granted to secure the Company's obligations under the Issuance other than those expressly described in this section.

Ranking: The Bonds shall constitute direct, unsubordinated and unsecured obligations of the Company. In the event of insolvency, bankruptcy, restructuring, or similar proceedings affecting the Company, the Bonds shall rank: (i) pari passu among themselves and with all other present and future unsubordinated and unsecured obligations of the Company; and (ii) junior to any indebtedness owed to third parties (other than shareholders of the Company) that is secured by any form of security interest or collateral.

PROPOSED SHARE CAPITAL INCREASE

(Article 286 of the Spanish Companies Act)

Pursuant to Article 414.1 of the Spanish Companies Act, it is proposed that the General Shareholders' Meeting approve one or more share capital increases in the maximum amount necessary to satisfy the conversion of the Bonds to be issued.

Such share capital increase(s) shall be implemented whenever necessary to accommodate the conversion of the Bonds, with express provision for incomplete subscription. The amount of each share capital increase shall be determined by the value of the Bonds for conversion purposes at the relevant conversion date (including capitalized interest and accrued but unpaid interest), as well as any adjustments resulting from modifications to the Conversion Price as described above.

For the record, the maximum aggregate nominal amount of the proposed share capital increase(s) shall be €7,280.00, through the issuance of up to 728,000 newly issued shares with a par value of €0.01 each, representing approximately 8.007% (rounded to the third decimal place) of the Company's current share capital and, therefore, below the 20% threshold established under Article 510 of the Spanish Companies Act.

The share capital increase shall be implemented by the Board of Directors (or by any person or persons to whom it delegates such authority), in whole or in part, whenever necessary to facilitate the conversion of the Bonds, through the issuance of new ordinary shares having the same par value (€0.01 per share) and carrying the same rights as the shares outstanding on the date the relevant capital increase is implemented. In each case, incomplete subscription shall be permitted.

Each time the Board of Directors implements a share capital increase pursuant to this authorization, it shall amend the corresponding article of the Company's bylaws relating to share capital in order to reflect the resulting share capital amount.

In accordance with Article 304.2 of the Spanish Companies Act, shareholders shall not have pre-emptive subscription rights with respect to any share capital increase resulting from the conversion of the Bonds into shares.

Application shall be made for the admission to trading of any shares issued upon conversion of the Bonds on BME Growth, as well as on any other regulated market or trading venue on which the Company's shares may be admitted to trading at the time of conversion.

It is proposed that the Board of Directors be granted full authority, with express power of substitution in favor of any person or persons it may deem appropriate, to carry out all actions necessary or advisable for the full implementation of the share capital increase resolution, including the execution of any public or private documents that may be required.

PROPOSED EXCLUSION OF PRE-EMPTIVE SUBSCRIPTION RIGHTS IN CONNECTION WITH THE ISSUANCE OF CONVERTIBLE BONDS INTO SHARES

(Article 417.2 of the Spanish Companies Act)

The purpose of the Issuance is to obtain the financial resources necessary to accelerate the Company's growth and generate value for its shareholders. To this end, the Company has entered into a binding investment agreement, documented in a Term Sheet, with an investment vehicle belonging to the Inveready Group (Inveready Convertible Finance II, FCR), pursuant to which the Inveready Group has agreed to provide financing to MSG through the subscription of an issuance of convertible bonds in an aggregate amount of SIX MILLION EUROS (€6,000,000).

The same Term Sheet sets forth the principal terms and conditions of the Issuance, including, among others, its cost and interest rate, the conversion price (€10.00 per share), the conversion period for the Bonds (from the twelfth month following their

subscription until their maturity date), and the maturity date (sixty (60) months from the subscription date). The execution of such agreement has been disclosed to the market through the corresponding announcement published on BME Growth.

Accordingly, the exclusion of the shareholders' pre-emptive subscription rights is considered essential in order to enable the Company to comply with the commitments undertaken with the Inveready Group, which commitments allow the Company to obtain the necessary and sufficient funding required to carry out such organic and inorganic growth transactions as may be deemed appropriate in the interests of the Company and its shareholders.

In light of the foregoing, the Board of Directors considers that the proposed exclusion of pre-emptive subscription rights is appropriate and necessary under the current circumstances and is therefore fully justified because:

(i) it enables the Company to obtain the necessary and sufficient funding, together with other available financing sources, to carry out the corporate transactions described in this Report, which are expected to support the Company's organic and inorganic growth and generate value for its shareholders, all of which is consistent with the corporate interest;

(ii) it is necessary in order to achieve the intended objective; and

(iii) there is a reasonable and proportionate relationship between the objective pursued and the means chosen to achieve it.

Furthermore, the Board of Directors considers that the financial terms and conditions of the Issuance are reasonable and attractive from the standpoint of the Company's interests in the context of the capital markets. Likewise, the Board believes that the conversion ratio applicable to the convertible bonds and the adjustment mechanisms designed to compensate for any potential dilution of shareholders' economic interests are appropriate as of the date of this Report, taking into account the characteristics of the transaction, the prevailing market context, and the date on which the binding Term Sheet relating to the Issuance was executed.

INDEPENDENT EXPERT REPORT

Pursuant to Article 510 of the Spanish Companies Act (Ley de Sociedades de Capital – "LSC"), no independent expert report has been obtained in connection with the matters referred to in Articles 414.2 and 417.2(b) of the LSC, since the share capital increase or increases that may be implemented in order to satisfy conversion requests under the Issuance (taking into account their nominal amount) will represent less than twenty percent (20%) of MSG's currently issued share capital, which, as of the date hereof, amounts to €90,919.46, divided into 9,091,946 shares with a par value of €0.01 each.

The aforementioned Article 510 of the LSC is applicable to the Company because Additional Provision Thirteen of the LSC provides for the application of the rules governing listed companies contained in Chapters II, III, IV and V of Title XIV of the LSC, including Article 510, to companies whose shares are admitted to trading on Multilateral Trading Facilities (MTFs), such as MSG, whose shares are admitted to trading on BME Growth.

REGISTRATION AND PUBLICATION OF A PROSPECTUS

The approval, registration, and publication of a prospectus by the Spanish National Securities Market Commission (Comisión Nacional del Mercado de Valores – "CNMV") is not required pursuant to Article 35 of Law 6/2023, of March 17, on Securities Markets and Investment Services, since the offering of the securities will be addressed exclusively to qualified or professional investors (as defined in Article 194 of Law 6/2023, of March 17, on Securities Markets and Investment Services), in accordance with Article 1(4)(a) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017, on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market.

FULL TEXT OF THE PROPOSED RESOLUTION FOR THE ISSUANCE OF CONVERTIBLE BONDS INTO SHARES OF THE COMPANY, THE CORRESPONDING SHARE CAPITAL INCREASE IN THE AMOUNT NECESSARY TO FACILITATE CONVERSION, AND THE EXCLUSION OF PRE-EMPTIVE SUBSCRIPTION RIGHTS

Issuance of up to sixty (60) bonds convertible into shares of the Company, each with a principal amount of €100,000, with the exclusion of shareholders' pre-emptive subscription rights. Corresponding share capital increase in the amount necessary. Delegation of authority.

Issuance of Bonds

In accordance with the report of the Board of Directors of MAKING SCIENCE GROUP, S.A. (the "Company" or "MSG") dated May 28, 2026 (the "Report"), it is proposed to carry out an issuance of bonds convertible into shares of the Company (the "Issuance"), under the terms and conditions and subject to the conversion mechanics set forth below:

Issuer: Making Science Group, S.A., a company incorporated under the laws of Spain, with its registered office at Calle López de Hoyos 135, 3rd Floor, 28002 Madrid, Spain, and Spanish Tax Identification Number (NIF) A82861428.

As of the date of the Report, MSG's share capital amounts to €90,919.46, divided into 9,091,946 shares, each having a par value of €0.01.

Corporate Purpose: The Company's corporate purpose consists of carrying out the following activities:

- The provision of communication, marketing, advertising, graphic design, and consulting services, including the creation of campaigns for display through any printed, audiovisual, or electronic medium, as well as the purchase, sale, import, export, and/or distribution of any type of service, product, brand, or concept ancillary to the foregoing purpose.
- The creation of radio, television, and software programs for electronic media, and the sale, licensing, export, and/or distribution of software and/or hardware.
- The construction, development, acquisition, sale, and/or leasing of any type of rural or urban real estate.
- The investment in movable or immovable assets or securities of any nature.

The foregoing activities may be carried out by the Company, in whole or in part, indirectly through equity interests in other companies engaged in similar activities.

Nature of the Issuance: Issuance of bonds convertible into shares of the Company.

Aggregate Principal Amount of the Issuance: The maximum aggregate principal amount of the Issuance shall be SIX MILLION EUROS (€6,000,000), with the express possibility of partial subscription.

In the event that the Issuance is not fully subscribed, it shall be deemed partially subscribed and shall remain effective only in the amount actually subscribed. The proceeds of the Issuance shall be funded through a single drawdown.

Furthermore, in accordance with the terms and conditions of the Issuance described below, the aggregate outstanding amount of the Issuance shall increase over its term through increases in the nominal amount of the Bonds resulting from the capitalization of accrued interest.

For the record, there is no limitation on the amount of bond issuances or other debt securities that may be issued by the Company.

Number of Bonds and Principal Amount: A maximum of sixty (60) Bonds shall be issued, each with a principal amount of ONE HUNDRED THOUSAND EUROS (€100,000).

The principal amount of each Bond shall increase over time as a result of the capitalization

of accrued interest. Accordingly, at any given time, the principal amount of each Bond shall be equal to €100,000 plus the amount of accrued and capitalized interest attributable to such Bond.

Form of Representation: The Bonds shall be represented by registered certificates. The Company shall maintain a register of bondholders and outstanding Bonds.

Issue Price: €100,000 per Bond.

Subscribers: The Issuance shall be subscribed for and fully funded by the qualified investor Inveready Convertible Finance Capital II, FCR (the "Original Bondholder"), a venture capital fund with its registered office at C/ Zuatzu No. 7, 20018 San Sebastián (Gipuzkoa), Spain, registered in the official register of venture capital funds maintained by the Spanish National Securities Market Commission (Comisión Nacional del Mercado de Valores - "CNMV") on January 21, 2021, under registration number 315 and holder of Spanish Tax Identification Number (NIF) V-42788687.

Accordingly, the General Shareholders' Meeting shall be requested to approve the exclusion of the shareholders' pre-emptive subscription rights, as further explained and justified below.

Subscription Procedure, Date and Subscription Period: The subscription and funding of the Issuance shall take place within twenty (20) days following the execution of the public deed formalizing the Issuance, provided that the terms and conditions of the Issuance have been approved by the General Shareholders' Meeting of MSG and the public deed has been duly registered with the Commercial Registry.

Arrangement Fee: The Bonds shall accrue an amount equal to five percent (5.00%) of the maximum aggregate principal amount of the Issuance, i.e., €6,000,000 (the "Opening Fee"), which shall be paid by the Issuer to the Original Bondholder on the Issue Date.

Interest Rates: From the subscription date, the Bonds shall accrue the following interest:

(i) A fixed annual interest rate of five percent (5.00%) (the "Cash Interest" or "Cash Interest Rate"), which the Company shall pay in cash to each Bondholder in respect of the Bonds held by such Bondholder. Cash Interest shall be payable quarterly in arrears on the last business day of each calendar quarter; and

(ii) An annual interest rate of four percent (4.00%) that shall be capitalized and added to the principal amount of each Bond at the end of each interest period referred to in paragraph (i) above (the "PIK Interest" or "PIK Interest Rate"). The PIK Interest shall be payable either in cash on the final maturity date or through the delivery of newly issued MSG shares upon conversion.

Maturity: The Bonds shall mature sixty (60) months after the subscription date. On such date, any Bonds that have not previously been converted, redeemed, or cancelled shall be redeemed in cash for an amount equal to the sum of: (i) their outstanding principal amount; (ii) accrued and capitalized PIK Interest; and (iii) accrued but unpaid Cash Interest.

The terms and conditions of the Issuance may provide for early redemption events at the request of the Bondholders (including, without limitation, upon a change of control resulting from a public takeover bid for the Company's shares or upon the occurrence of certain events of default by the Company in connection with the Issuance).

Conversion Terms and Mechanics: The Bonds shall be voluntarily convertible into newly issued shares of the Company. Conversion may be requested by the Bondholders under the following conditions:

Conversion Periods: Bondholders shall be entitled to request the conversion of the Bonds into ordinary shares of the Company:

(i) at any time following the expiry of twelve (12) months from the subscription date and

until the seventh business day preceding the maturity date; or

(ii) at any time during the thirty (30) business days following the occurrence of a Conversion Event (being a change of control or a delisting event), except where a public takeover bid for the Company's shares has been launched, in which case conversion may be requested at any time from the announcement of such takeover bid until the date on which the outcome of the offer is announced and the offer becomes unconditional (if subject to conditions) or until the Company's shares cease to be admitted to trading.

In addition, each Bondholder may request the conversion of the Bonds held by it upon the occurrence of a financial covenant breach or ratio default event.

Conversion Price: €10.00 per share.

Bondholders shall be protected against customary dilution events in accordance with market practice for transactions of this nature. In the event of a dilutive event, the Conversion Price shall be adjusted so as to compensate the Bondholders.

For the avoidance of doubt, Bondholders shall not benefit from such anti-dilution protections where the dilution of their indirect equity interest (through the exercise of their conversion rights) results directly from the implementation of corporate transactions specifically contemplated in the Terms and Conditions, including mergers and acquisitions transactions in which consideration is paid, in whole or in part, through shares of the Company, and/or capital increases required to fund acquisitions or finance the Company's operations, provided that such mergers and acquisitions transactions are carried out on arm's-length and market-standard terms.

Value of the Bonds for Conversion Purposes: For purposes of conversion, the value of each Bond shall be equal to the sum of: (i) the outstanding principal amount of the relevant Bonds; (ii) any interest capitalized at the PIK Interest Rate; and (iii) any accrued interest that has not been capitalized at the PIK Interest Rate up to, but excluding, the date on which the relevant public deed implementing the corresponding share capital increase is executed.

Number of Shares to be Issued upon Conversion: The number of shares to be issued to the Bondholders upon conversion shall be determined by dividing the value of the Bonds for conversion purposes by the applicable Conversion Price then in effect. Any resulting fractional entitlement shall be rounded down to the nearest whole share. The Bondholder shall receive a cash payment equal to the value of the fractional entitlement, calculated by reference to the applicable Conversion Price.

Other Undertakings: The terms and conditions of the Issuance shall include customary reporting obligations, affirmative and negative covenants, and certain financial ratios and financial covenants, subject to customary materiality thresholds, exceptions, and cure periods applicable to transactions of this type. Such covenants shall include, among others, the ability to maintain existing working capital indebtedness or incur additional working capital indebtedness up to an aggregate maximum amount of €35,000,000, provided that the aforementioned financial ratio is complied with and that, each year, the Company carries out a temporary debt repayment or reduction period of at least fifteen (15) days, in an amount equal to no less than eighty percent (80%) of the outstanding working capital indebtedness.

Guarantees: The Issuance shall, in all cases, benefit from the full recourse liability of the Company and from joint and several first-demand guarantees granted by those wholly owned subsidiaries of the Company that individually represent at least ten percent (10.00%) of MSG's consolidated net revenues and/or EBITDA and that, in the aggregate, represent at least ninety-five percent (95.00%) of MSG's consolidated net revenues and EBITDA.

No other security or guarantee (whether real, personal, or otherwise) shall be granted to secure the Company's obligations under the Issuance other than those expressly described in this section.

Ranking: The Bonds shall constitute direct, unsubordinated and unsecured obligations of the Company. In the event of insolvency proceedings affecting the Company, the Bonds shall rank: (i) pari passu among themselves and with any other present and future unsubordinated and unsecured obligations of the Company; and (ii) junior to any indebtedness owed to third parties other than shareholders of the Company that is secured by any form of security interest or collateral.

Bondholders' Representative Body: The establishment of a bondholders' syndicate (sindicato de obligacionistas) shall not be required, as the Issuance does not constitute a public offering of securities.

Independent Expert Report under Articles 414.2 and 417.2(b) of the Spanish Companies Act: No independent expert report shall be required pursuant to Article 510 and Additional Provision Thirteen of the current Spanish Companies Act, since the nominal amount of the share capital increase or increases that may be implemented in order to satisfy conversion requests under the convertible bond issuance shall represent less than twenty percent (20%) of the Company's currently issued share capital.

Listing: No application shall be made for the admission to trading of the Bonds on any regulated market or multilateral trading facility.

Governing Law and Jurisdiction: The Issuance shall be governed by Spanish law. Any dispute arising out of or in connection with the Bonds shall be subject to the exclusive jurisdiction of the courts of Madrid, Spain.

B. Share Capital Increase

Pursuant to Article 414.1 of the Spanish Companies Act, it is resolved to increase the Company's share capital in the maximum amount necessary to facilitate the conversion of the Bonds to be issued, with express provision for incomplete subscription.

Such share capital increase shall be implemented whenever necessary to satisfy conversion requests. The amount of each capital increase shall be determined by dividing the aggregate conversion value of the Bonds for which conversion has been requested by the applicable Conversion Price (disregarding any fractional entitlements, which, as described above, shall be settled in cash), and multiplying the resulting quotient by the par value of the Company's shares. The share premium shall be determined by multiplying such quotient by the difference between the Conversion Price and the par value of the Company's shares.

Accordingly, the amount of each share capital increase shall be determined by the value of the Bonds for conversion purposes at the relevant conversion date (including capitalized interest and accrued but unpaid interest), as well as by any adjustments resulting from modifications to the Conversion Price as described above.

The maximum aggregate nominal amount of the aforementioned capital increase or increases shall be €7,280.00, through the issuance of up to 728,000 newly issued shares with a par value of €0.01 each, representing approximately 8.007% (rounded to the third decimal place) of the Company's current share capital and, therefore, below the 20% threshold established under Article 510 of the Spanish Companies Act.

The share capital increase shall be implemented by the Board of Directors (or by any person or persons to whom it delegates such authority), in whole or in part, whenever necessary to facilitate the conversion of the Bonds, through the issuance of new ordinary shares having the same par value and carrying the same rights as the shares outstanding on the date the relevant capital increase is implemented. In each case, incomplete subscription shall be permitted.

Each time the Board of Directors implements this resolution, it shall amend the corresponding article of the Company's bylaws relating to share capital in order to reflect the resulting share capital amount.

Pursuant to Article 304.2 of the Spanish Companies Act, shareholders shall not have pre-emptive subscription rights with respect to any share capital increase resulting from the conversion of the Bonds into shares.

It is resolved to apply for the admission to trading of any shares issued upon conversion of the Bonds on BME Growth or on any other regulated market on which the Company's shares may be admitted to trading at the time of conversion. Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. ("Iberclear"), together with its participating entities, is designated as the entity responsible for maintaining the book-entry records of the shares issued upon conversion of the Bonds.

The Board of Directors is granted full authority, with express power of substitution in favor of any person or persons it may deem appropriate, to carry out all actions necessary or advisable for the full implementation of the share capital increase resolution, including the execution of any public or private documents that may be required.

C. Delegation of Authority

Without prejudice to the specific delegations of authority contained in the preceding sections, the Board of Directors is granted full authority, to the fullest extent permitted by law and with express power of substitution in favor of any person or persons it may deem appropriate, to implement this resolution, including, without limitation:

- To supplement and further develop this resolution, establishing the final terms and conditions of the Issuance in all matters not expressly provided herein. In particular, and without limitation, to determine the amount of the Issuance and each tranche thereof, establish the issue date of the Bonds, determine the subscription and payment procedures and timetable, further develop the conversion mechanics, agree the final terms and conditions of the Bonds, and determine any other matters necessary for the completion of the Issuance and the circulation of the Bonds.
- To issue and place the Bonds into circulation and, where appropriate, issue the certificates representing the Bonds, following compliance with all applicable legal and regulatory requirements.
- To implement all matters contemplated in this resolution, including, where applicable, adjustments to the principal amount of the Bonds resulting from the capitalization of interest and adjustments to the Conversion Price. To execute any public or private documents necessary for such purposes and, where appropriate, to procure their registration with the Commercial Registry.
- To carry out any action, declaration, filing, or administrative procedure and execute, on behalf of the Company, any public or private document required before the CNMV, Iberclear, BME Growth, the Spanish Stock Exchanges, or any other public or private body, and to make any publications required in connection with the implementation of this resolution.
- To publish any notices relating to the Issuance deemed necessary or advisable (including all required market disclosures), appear before a notary public, execute the corresponding public deed documenting the Issuance, as well as the notarial deed of subscription and closing of the Issuance where documented separately, and apply for registration of such deeds with the Commercial Registry.
- To appoint any other parties involved in the Issuance (including agents, advisors, or independent experts) and negotiate and execute the corresponding agreements on such terms as it may deem appropriate.
- To process conversion requests submitted by Bondholders, determining whether such conversions shall be satisfied through newly issued shares or existing treasury shares and, for such purpose: (i) carry out any transfers of existing shares that may be necessary; and (ii) implement the corresponding share capital increase resolution, determining the amount of each increase, issuing and placing into circulation, in one or more tranches, the shares necessary to satisfy the conversion of the Bonds, amending the corresponding article of the Company's bylaws relating to share capital, cancelling any unused portion of the authorized capital increase, and applying for the admission to trading of the shares so issued on BME Growth or on any other market on which the Company's shares are admitted to trading at the relevant time.

- To redeem the Issuance in any circumstances in which redemption is required.
- To correct, clarify, interpret, supplement, or rectify any resolutions adopted by the General Shareholders' Meeting or any public deeds or documents executed in connection therewith and, in particular, to remedy any substantive or formal defects, omissions, or errors that may prevent registration of the resolutions or their effects with the Commercial Registry, the official registers of the CNMV, BME Growth, the Spanish Stock Exchanges, or any other authority.
- To execute, on behalf of the Company, any public or private documents necessary or advisable in connection with the issuance of the Bonds and, generally, to carry out any actions required for the implementation of this resolution and the effective issuance and circulation of the Bonds.
- More generally, to exercise all powers legally necessary to ensure the fullest implementation of this resolution and all matters ancillary or complementary thereto, including obtaining any authorizations or registrations required by the CNMV, BME Growth, the Spanish Stock Exchanges, the Commercial Registry, or any other public or private authority, including, without limitation, the execution of public and private documents of any kind, the preparation and filing of information memoranda or prospectus-type documentation where appropriate, the making of declarations, publication of notices, filing of applications, submission of regulatory notifications, and the correction or amendment of this resolution to the extent required to comply with any verbal or written qualification issued by the Commercial Registrar, including consenting to partial registration of the relevant public deed.

In witness whereof, the Board of Directors of MSG signs this Report regarding the proposed issuance of bonds convertible into shares of the Company, with the exclusion of shareholders' pre-emptive subscription rights.

Madrid, May 29, 2026

Mr. José Antonio Martínez Aguilar

Ms. Isabel Aguilera Navarro

Mr. Alfonso Osorio Iturmendi

The Science of Digital, S.L.

Bastiat Internet Ventures, S.L.