Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Auxadi Contables y Consultores, S.A.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Auxadi Contables y Consultores, S.A. Auxadi C/ Nanclares de Oca, N. 1-B Madrid, Madrid 28022, Spain	
Contact phone 34-91-562-51-52	Contact phone
Contact email OGS@auxadi.com	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25908172601120523580000106

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 1,953.42 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Service Agreement

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25908172601120523580000106

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/18/2026
MM / DD / YYYY

/s/VICTOR SALAMANCA CUEVAS
Signature

Print the name of the person who is completing and signing this claim:

Name VICTOR SALAMANCA CUEVAS
First name Middle name Last name

Title SOLE DIRECTOR

Company AUXADI CONTABLES Y CONSULTORES, S.A.U.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

25908172601120523580000106

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Auxadi Contables y Consultores, S.A.
Auxadi
C/ Nanclares de Oca, N. 1-B

Madrid, Madrid, 28022
Spain
Phone:
34-91-562-51-52
Phone 2:
Fax:
Email:
OGS@auxadi.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Service Agreement

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
1,953.42

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
VICTOR SALAMANCA CUEVAS on 18-Feb-2026 7:13:43 a.m. Pacific Time
Title:
SOLE DIRECTOR
Company:
AUXADI CONTABLES Y CONSULTORES, S.A.U.

VN: 48716A7B24C2402BE569C3B66042311B

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AUXADI

& Ample Inc

Service Proposal · **2022, November, 14th**

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Understanding your needs

Who we are and how we help

Making your life easier

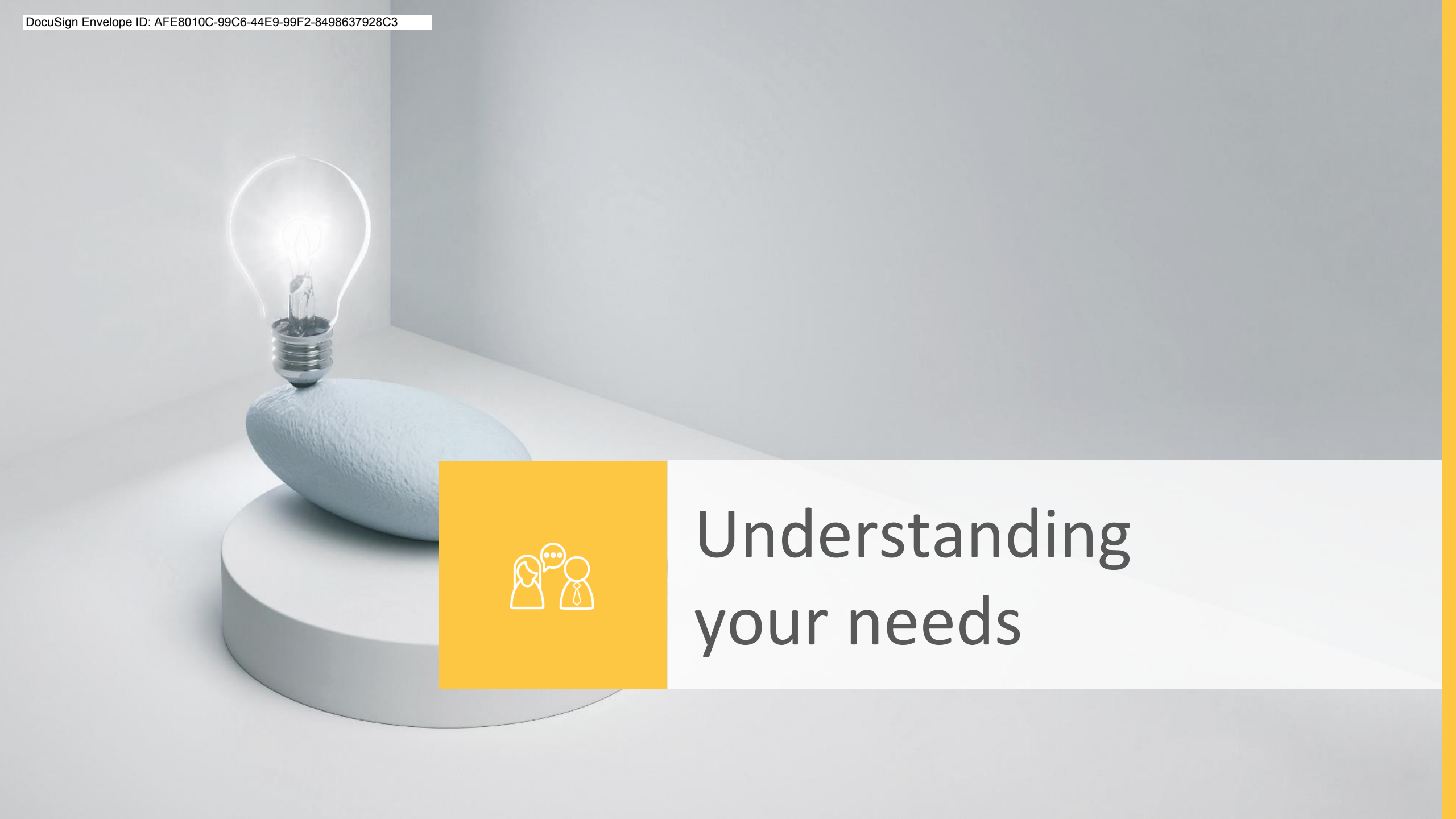


Scope of services and fees

Terms and conditions and acceptance

Appendices

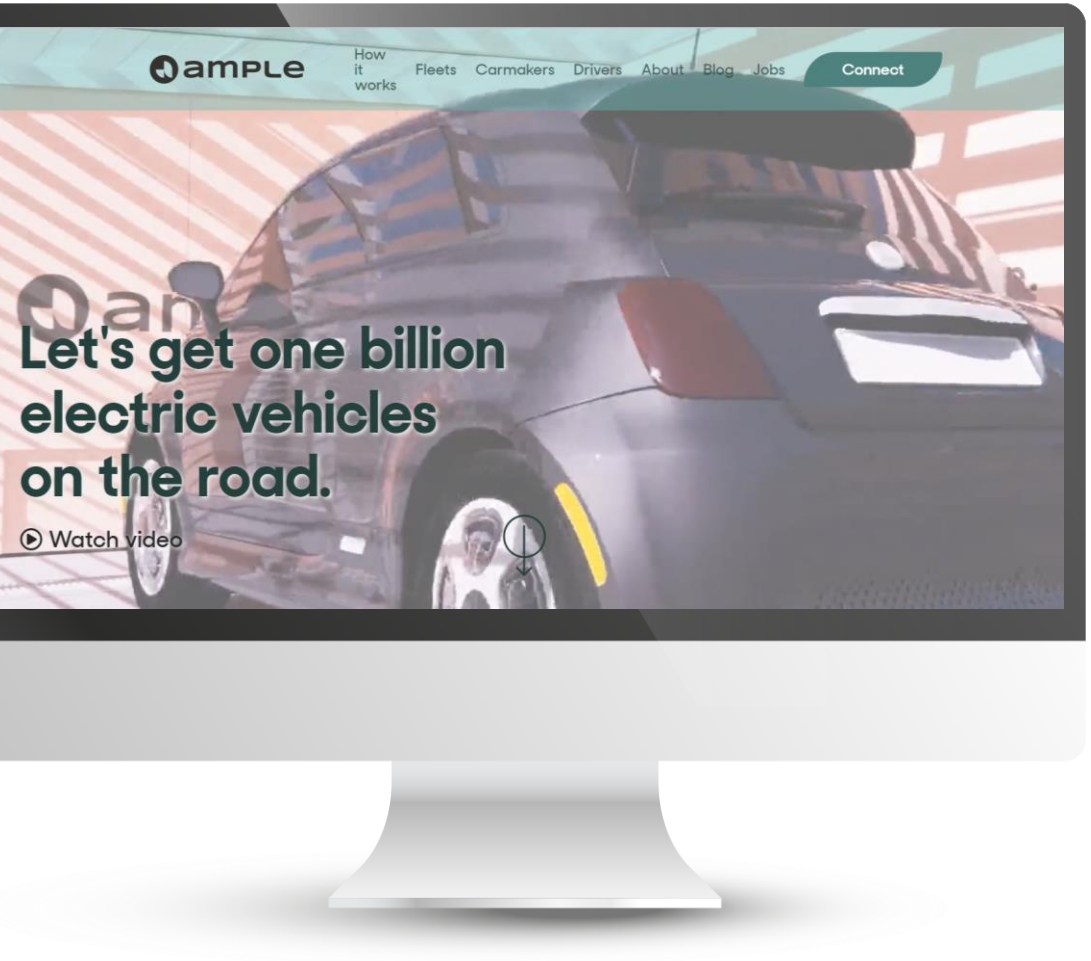
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Understanding your needs

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UNDERSTANDING YOUR NEEDS



About you

Ample's mission is to accelerate the transition to electric mobility by offering an energy delivery solution that is as fast, as convenient, and as cheap as gas while being powered by 100% renewable energy.

Your challenges

Auxadi is currently assisting Ample in their compliance needs for their operations in Spain. Ample Inc has contacted Auxadi to receive assistance in the compliance of shadow payroll and corresponding tax return submission/payment.

Your scope

- Shadow payroll for 1 employee (CEO)
- Submission and payment on behalf of Ample Inc of the corresponding withholding tax returns and any other applicable

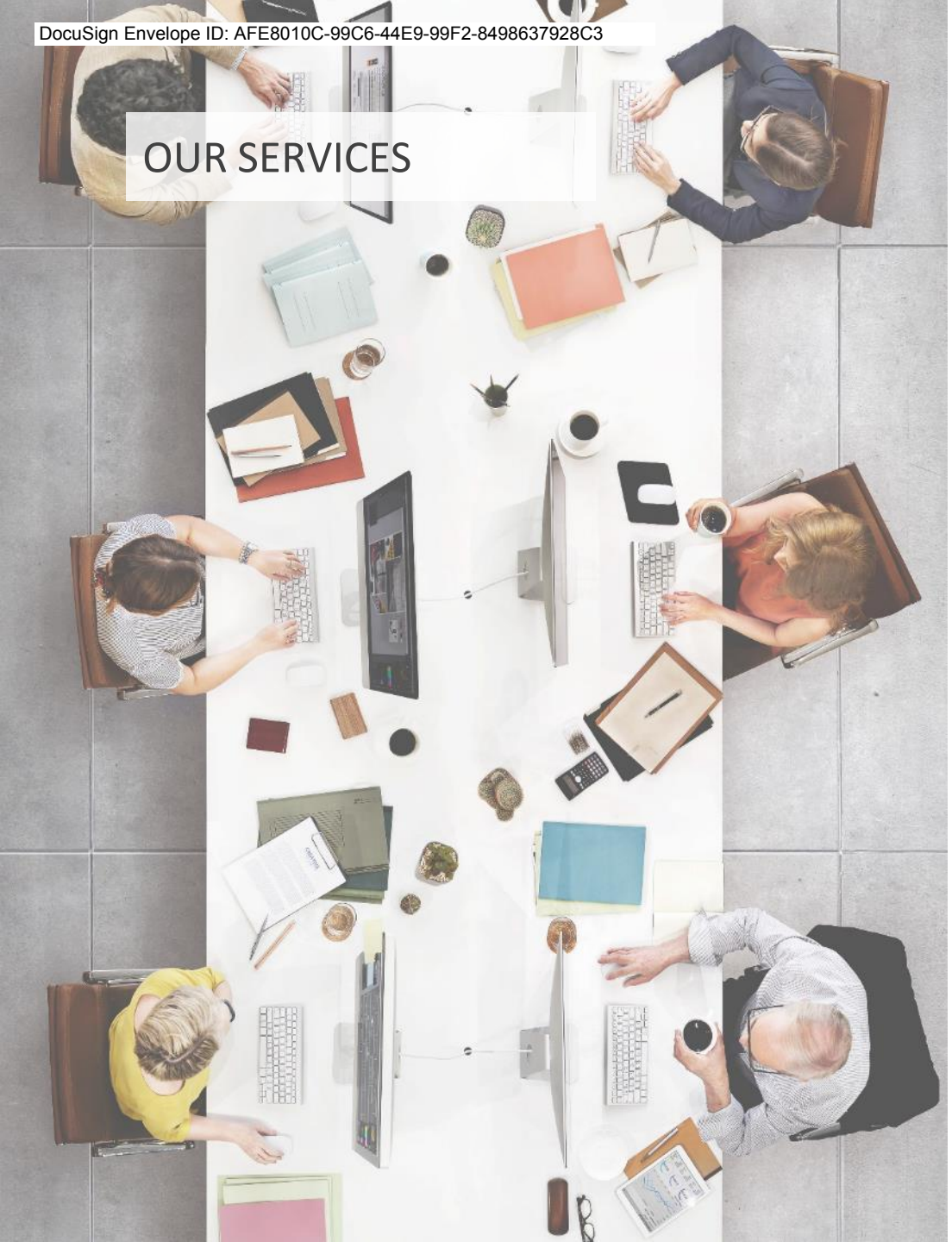
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Scope of services

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OUR SERVICES

- Onboarding services
- Ongoing services
- Yearly services

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ONBOARDING SERVICES

Payroll

- Configuration of our payroll module, access for client users and standard reports adapted to your needs
- Payroll data upload from previous months (if the start does not occur in January)
- Withholdings recalculations
- Review of formal payroll obligations status
- Authorization management to operate before the governmental authorities



Note: as of the date of transfer, we understand that each company will be up to date with its accounting and tax obligations and with the transactions recorded up to the transition cut-off date. In the event that an update of accounting or tax obligations is required, our fees should be quoted separately for such work. We also understand that the previous year's accounting and tax obligations will be carried out by the previous managers.

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ONGOING SERVICES

Shadow Payroll

- Per-cycle calculation and preparation of gross to net reports, including taxes and contributions of the shadow payroll
- Ensure the regular calculation of employee withholdings, whenever applicable as a result of changes in salary and variable remuneration
- Preparation of electronic payroll files and local statutory payroll filings according to local periodicity requirements

Cash handling

- Payment of the corresponding withholdings and applicable taxes on behalf of Ample Inc according to local periodicity requirements.

Incidentals

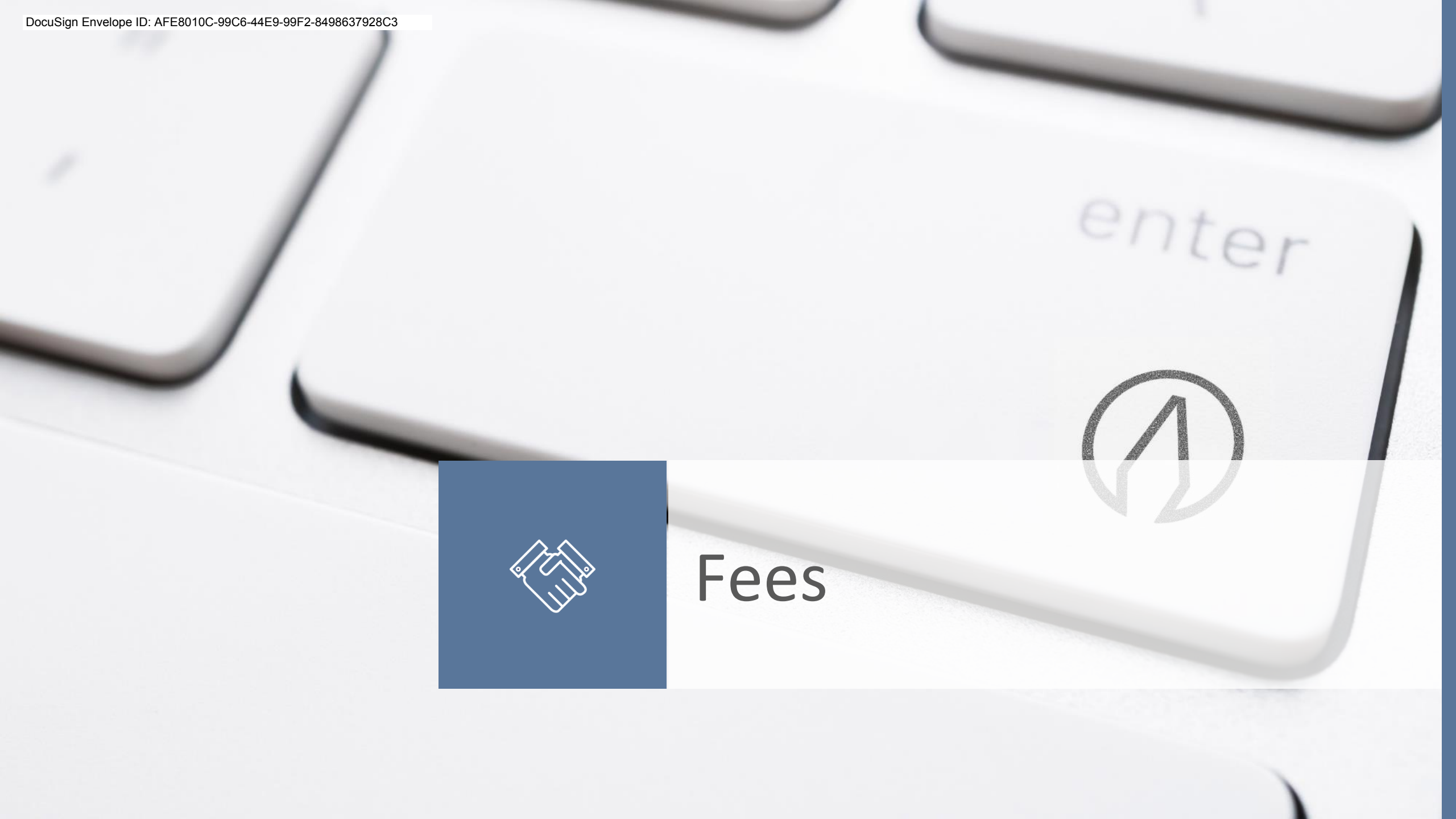
- Registration and deregistration of employees with relevant local authorities
- Communication management to the social security agencies upon request
- Tax equalization annual calculation per corporative policy conditions
- Calculation of hypothetical tax (calculation of the net pay to be perceived by an assigned employee in their origin country should they not be in an international assignment)

Extraordinary services (upon request)

- Payroll processing outside the regular cycle
- Representation in case of inspection
- Assistance regarding specific questions or requirements and calculations of special pay and bonuses

Not Included: (i) Processing of 13/14th wages will be charged at the regular fee of a payroll cycle (ii) Payment processing

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Fees

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Fees summary

Below, you will find our best estimate of the services defined in the section "Scope of services" according to the current tax obligations in each country and based on the information included in the section "Understanding your needs”

SHADOW PAYROLL SERVICES & CASH HANDLING (in EUR)

Country	Payroll management (Per month)	Cash handling (Per quarter)*	HC	Total (Annual)
Spain	200	150	0 - 5	3.000

START UP Services Shadow Payroll

Shadow payroll	**500 (One time fee)**

- The fees included in this proposal will only be valid for 90 days after the proposal is issued (date on the cover page)
- *Considering quarterly returns. The fee is per payment cycle

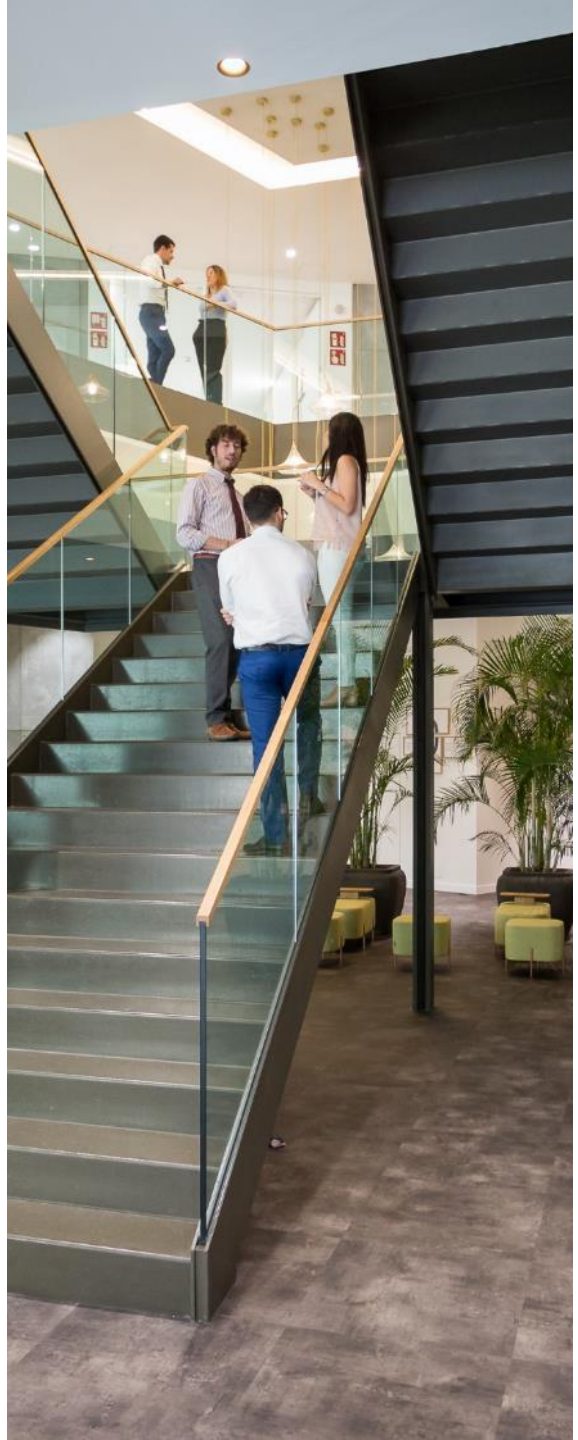


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Hourly rates and extra services

Please notice that the current proposal of services has been on the following reduced hourly rates, which will remain constant for 2021. Any incidental service will be invoiced according to our reduced rates:



Reduced rates applicable to services within this proposal:

- Director: EUR 270 / hour
- Manager: EUR 160 / hour
- Supervisor: EUR 110 / hour
- Assistant: EUR 60 / hour

Standard hours:

- Director: EUR 300 / hour
- Manager: EUR 175 / hour
- Supervisor: EUR 125 / hour
- Assistant: EUR 75 / hour

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Terms and conditions

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Terms and Conditions

Purpose and provision of the service:

- The services rendered by Auxadi and its payment by the Client shall be governed by this agreement. The services to be rendered by Auxadi are the ones established in section “Scope of the Services” and the fees to be paid by the Client the ones established in section “Our Fees”.
- In service delivery, Auxadi will exercise the skill, care and diligence reasonably expected of a qualified and competent services provider of similar nature, and shall comply with the relevant statutory obligations and other applicable laws.
- The Client undertakes to provide Auxadi with all the information necessary for the correct performance of its duties, as well as the documentation required to comply with the legal obligations to which the parties are subject. In addition, the Client undertakes to pay on time for the services provided by Auxadi, as described in this agreement.
- Any applicable taxes shall be added to the amounts indicated in section “Our Fees”.
- Expenses incurred by Auxadi on behalf of the Client, such as taxes, fees; the purchase of Official Accounting Records; sworn translations of documents; transportation; travel; local messenger and/or courier services; and any other expenses required while rendering services requested; shall be invoiced to the Client, including internal messenger expenses through Auxadi personnel, when applicable.
- Auxadi doesn’t review or Audit the travel expenses of the Client, nor do they keep any type of supporting documentation regarding said expenses.
- Auxadi will use their own template to present the travel expenses to the Client. In the event that the Client has their own template, Auxadi will examine it to verify that it meets the minimum requirements necessary to provide its services.
- Regular services will be billed at the beginning of the first month of each quarter (between day one and five). The annual services shall be apportioned in the invoices for regular services of the financial year to which they refer for their full amount, without applying a pro rata temporise rule.
- Incidental services will be invoiced on the following month in which they occur. An incidental service shall be understood to be any service that is not included in this agreement.
- Auxadi will send invoices in PDF format via email to the address specified by the Client on this document. Whenever the Client changes this address, must communicate it to Auxadi in writing as soon as possible.
- The invoices will be due at the date of issuance. Since that date, the interest accrued will be the equivalent to 5% or legal interest of the money, when higher.
- Invoices will be payable by direct debit payment. The Client shall provide Auxadi with the direct debit document duly complied together with the signature of the present conditions.
- The fees included in these conditions have been estimated on the basis of the information provided by the Client for the drafting of the current proposal and will be reviewed (up or down) after a period of six months.
- The fees contained in this agreement have been calculated on the basis of the estimated hours to be incurred according to the initial operations volume. As a consequence of the normal dynamics of the activity, our fees may vary for multiple reasons. In the event that the time incurred by Auxadi in the provision of its services exceeds 10% of the time estimated to determine the fees established herein, Auxadi shall be entitled to invoice the excess corresponding to the difference between the invoiced fees and the fees corresponding to the hours incurred, detailing the breakdown of time in which its teams have dedicated their efforts. In the event that the Client refuses to accept the update of the fees (as a consequence of the increase in time incurred in the project), Auxadi reserves the right to terminate the Service Contract.
- In any case, the fees will be updated annually, at least, according to the variations of the official CPI and, in any case, depending on the volume of services required.
- This proposal is established in Euros, with an exchange rate for Euros v. the currency-in-question for the first invoice issued, with a range of fluctuation of +/- 5%. Invoices issued shall be adjusted in accordance with this exchange rate, taking into consideration the fluctuation limit. If such rate exceeds the scope of fluctuation for three consecutive months, a new exchange rate will be communicated and applicable thereinafter.
- When Auxadi provides services to a group with subsidiaries in different countries, the parent company of the group shall be liable for the nonpayment of those subsidiaries, no matter whether it has been invoiced locally.

Additional Services:

Cash management:

- In the event that the Client would like to hire a payment management service, Auxadi will only manage the payments under the written instructions of the Client and following the internal protocols established.
- In addition, the Client must previously have a cybersecurity policy, which covers the Client in the event of unauthorized access to their accounts, and Auxadi will be exonerated from any claim that may derive from unauthorized access or management of the accounts by a third party, due to acts of phishing or fraud.

Filing of accounting, tax and legal obligations:

- When the Client requests Auxadi to present a tax or any other deliverable, Auxadi will always act with the maximum diligence and in accordance with the client's instructions.
- The Client has the obligation to provide Auxadi with all the information necessary for the preparation and presentation of these deliverables, according to the agreed timetables.
- In the event that any tax or deliverable cannot be provided on time due to circumstances unrelated to Auxadi and as a consequence of the Client's omission or the lack of information provided by the Client or its auditors, the Client shall exonerate Auxadi from any liability that may arise.

Director:

This clause shall apply only in case of acting as Director of the Client’s company:

- By this Agreement the Shareholder and the Company must and will keep harmless and indemnify AUXADI, and/or its subsidiaries and/or partners and representatives, appointed as Director, against every loss, damage, claim of any nature, liability or costs and expenses of the Director arising from the Director carrying out his proper duties as the law establishes.
- The indemnification in favor of the Director will also include, without limitation, all those costs and expenses incurred (including attorney’s fees and other expenses to be paid in advance) as a consequence of those actions alleging such liability.
- Any claim or procedure, deposit or guarantee required shall be immediately attended by the Shareholder, upon notification by the Director, either by means of disbursement of the amounts claimed or by form of a bank or insurance guarantee as required by local authorities or legislation, in accordance with the procedure.
- AUXADI and/or its subsidiaries and/or partners or third persons will always act according to the information and instructions received in writing by the Shareholder, as long as these instructions do not infringe laws, regulations and/or public order.
- In order to comply with Spanish regulations, the Shareholder will maintain within its company a Corporate Compliance program that must be effectively implemented.
- On a monthly basis, the Shareholder must inform AUXADI about the development of the company's activity and any circumstance that may occur with respect to the same or any operation that they wish to carry out that could in any way affect the Director and/or its Legal Representative.
- The Shareholder must have the written authorization of AUXADI and/or its Legal Representative to carry out any operation that may represent a risk for the Director of the Company.
- The Shareholder declares that will be the sole responsible for the veracity of the information provided to the Director and for any activity, claim or demand of any kind against AUXADI and/or its representatives as a consequence of its condition and appointment as Director, whether it is a claim that occurred before or after the acceptance of the position.
- The Shareholder agrees to maintain at all times during the duration of the agreement a Directors & Officers policy that covers any liability any damages that may arise to the to the Directors and/or its Legal representatives as a result of carrying out their proper duties for a minimum amount of 5.000.000 euros and to provide AUXADI with a certificate of the policy.

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Terms and Conditions

Tax Representation:

This clause shall apply only in case of acting as Tax or Legal Representative of the Client's company:

- In case the Client hires the Tax Representation services and appoints AUXADI and/or any of its subsidiaries and/or Representatives as Tax Representative, the Client must and will keep harmless and indemnify AUXADI, its subsidiaries and/or the Legal Representative, against every tax claim, loss, damage, claim of any nature, liability or costs and expenses of the Tax Representative arising from its condition and appointment as Tax Representative of the Client and from carrying out its duties as Tax Representative.
- The compensation in favor of the Tax Representative will also include, without limitation, all those costs and expenses incurred (including attorney's fees and other expenses to be paid in advance) as a consequence of those actions alleging such liability.
- Any claim or procedure, deposit or guarantee required shall be immediately attended by the Shareholder, upon notification by Tax Representative, either by means of disbursement of the amounts claimed or by form of a bank or insurance guarantee as required by local authorities or regulations which may be required during the legal procedures and until its finalization.
- AUXADI, and/or its subsidiaries and/or partners or third persons will always act according to the information and instructions received in writing by the Shareholder, as long as these instructions do not infringe laws, regulations and/or public order. AUXADI will always comply with the Local Tax Legislation.
- In order to comply with Spanish regulations, the Client/Shareholder will maintain within its company a Corporate Compliance program that must be effectively implemented; when applicable, the Client will appoint a Compliance Officer.
- The Client/Shareholder declares that will be the sole responsible for the veracity of the information provided to the Tax Representative and for any tax claim or tax sanction, activity, claim or demand of any kind against AUXADI and/or its representatives as a consequence of its condition and appointment as Tax Representative, whether it is a claim that occurred before or after the acceptance of the position and/or after its termination.
- The Client/Shareholder agrees to maintain at all times during the duration of the agreement an insurance policy that convers any liability or damages that may arise to the Tax Representative as a result of its condition of Tax Representative and carrying out their proper duties, for a minimum amount of 5.000.000 euros and to provide to the Tax Representative with a copy of the policy and proof of regular payment.
- Once the Tax Representative's mandate is finished, by decision of any of the Parties, The Shareholder will expressly revoke the mandate of the Tax Representative by sending a duly signed certificate stating that the Shareholder does not wish AUXADI to continue acting as Tax Representative of the Company. The Shareholder will support AUXADI in any moment so that the appointment as Tax Representative can be effectively revoked and cancelled at the Local Tax Authorities.

Use of Auxadi's technological platform:

- When applicable, the use of Auxadi's IT Platform by the client shall also be governed by this agreement, which establishes the licensing conditions of Auxadi's IT Platform. The Client hereby becomes a User, authorizing the use of the Auxadi's IT Platform, in accordance with the terms and conditions included in this agreement.
- The Client undertakes to pay the amounts relating to the licenses for internal use and to comply with the conditions established in this agreement.
- Applicable taxes will be added to the amounts indicated. All expenses incurred on behalf of the Client, such as transportation, travel, local courier and/or Courier; as well as any other expenses incurred as a result of this agreement, will be invoiced to the Client, including internal courier expenses incurred through own staff, where applicable.
- With the signature of this agreement, the Go Live Pack included in this document will be invoiced.
- Our invoices for the use and distribution of the solution will be issued monthly, according to the licenses registered in the technological solution. The licenses will be invoiced for the entire month. License cancellations will be registered for billing purposes on the first day of the following month from your request via the Client Portal.
- Invoices will be sent in PDF format by e-mail to the Client's address specified in these conditions. In case of address modification, the Client must inform Auxadi and update its address details, by communicating this by email and through the Client Portal. They are applicable the same terms of invoicing and payment established in the clauses "Purpose and provision of the service" of the present T&C.
- Tailor-made training services, specialized consultancy and the development of customized reports and functionalities will be quoted separately.
- The client will be able to download the movement diary, as well as any other report, and the pdfs of invoices or any other type of movement.
- The proposal for the use of Auxadi's IT Platform does not include the request for databases. If the Client wants to have the database in SQL format, this will be invoiced separately.
- The Client commits to the efficient and responsible use of the technological solution.
- The Client recognizes our company as the holder of the intellectual property rights over its business model and technological applications and undertakes to use them diligently and responsibly, and not to reveal to third parties any information that may be obtained as a result of the execution of this agreement.
- Failure to comply with these obligations will be understood as a serious breach, access to the solution will be interrupted, prior notice will be given, we will not be liable for any damage that may be caused and we will entitle our company to claim from the Client all direct and indirect damage that may occur as a result of it.
- Auxadi's IT Platform is a complex system based, among others, on Microsoft's technology as well as that of this company, and its performance may vary depending on the Client's hardware, the interaction with other software and its configuration; therefore, it is not exempt from eventual errors or interruptions. Client shall determine whether its own technology is compatible with the services provided through Auxadi's IT Platform by conducting such tests as may be necessary. Neither this company nor Microsoft shall be liable for any direct or indirect damages that the use of the software may cause.
- For the construction of the Auxadi's IT Platform, this company signed, among others, a software acquisition and license agreement with Microsoft. The Client is aware of the existence of this agreement and agrees to respect the agreements between these parties regarding the use of the software, its limitations and ownership of intellectual property on it, which are contained in this agreement.
- The license to use the software shall be non-exclusive, personal, non-transferable, non-assignable, and limited to the use agreed to by the parties. The Client is aware that it is a license to use and not a sale of software. Neither the Client nor the Client's employees may give access or cede the use of the solution to any third party and may not allow any third party, natural or legal person, other than those approved by this agreement, to access and use it. Multiplexing is strictly prohibited.
- This agreement and the obligations and rights contained herein may not be assigned by the Client except with the prior express permission of this company.
- Client expressly acknowledges this company and Microsoft as the sole owners and holders of the rights to the software.
- Client's use of the software may not infringe patents, trademarks, intellectual property rights or any other rights of third parties. Notices relating to intellectual property, trademark or patent contained in the software or software documentation may not be removed.
- The reverse engineering and recompilation of the software, as well as its sale, rental, sublicense or transfer to third parties outside of this agreement, is strictly prohibited.
- Should the Client become aware that a third party outside the contractual relationship with this company has had access to the software, it shall immediately inform the company.
- The Client undertakes to apply security and anti-virus checks during the implementation and use of the software, and will ensure that its customers also do so.
- Failure to comply with any of the obligations included in this agreement will entitle this company to claim for damages.

Portal Access and Use Policy:

- The Client declares that he/she has read and is aware of the contents of the Portal Access and Use Policy provided by AUXADI, and by signing this contract, he/she expressly agrees to be bound by the same.
- In the event that the Client refuses to use the platform offered by AUXADI, the Client shall assume full responsibility for any incidents that may arise within the framework of the service provision relationship, as a consequence of his refusal to execute the activity through the platform made available by AUXADI, expressly releasing AUXADI from any possible claim, breach or damage that may arise from the use of any other tool or alternative way of working.



AUXADI

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Terms and Conditions

Use Of Payroll Platform.

- When the client contracts payroll services, these must be provided through AUXADI's payroll portal.
- The client must make a responsible use of the platform and make sure it has the necessary anti-virus and protection to avoid an illegitimate access to it.
- AUXADI will not be responsible for any incident that may occur as a consequence of a negligent use by the Customer or a lack of updating of its systems.
- The terms and conditions related to the use of the technological platform will be applicable to the use of the payroll platform.
- In case the Client does not wish to use AUXADI's payroll portal, the Client will be responsible for any security incident or non-compliance with data regulations that may occur due to the use of a different platform.

Data Protection in Auxadi.

- Auxadi complies with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR), at the level of its European companies and its subsidiaries outside the EU.
- For the purposes of the provisions of the GDPR, Auxadi informs the Client that the personal data that may be included in this Agreement, as well as those provided by the Client throughout the contractual relationship, shall be those strictly necessary for the fulfilment of the obligations arising from this Agreement and contained in the Scope of our services, as well as for the fulfilment of legal obligations related to that purpose; all in accordance with Article 6 GDPR. Auxadi also informs the Client that commercial communications related to the services provided by Auxadi to the Client may be sent, as well as satisfaction surveys to improve the quality of service.
- In the event that, during the contractual relationship, the Client provides Auxadi with personal data of employees or third parties, the Client, as the data controller, must have previously informed them of the processing of their personal data, its purpose, and must have obtained their prior consent.
- Personal data will not be transferred to any third party. However, the Client is informed that the data provided may be communicated to Auxadi Group companies or authorized suppliers for the only purpose of the execution of the service. In this case, Auxadi will inform the Client about the identity of the subcontractor. Likewise, the data may be communicated to public bodies or authorities, exclusively for the execution of the service and compliance with legal obligations related to it.
- Auxadi states that it has adopted all the technical and organizational measures necessary to ensure the protection of the personal data, in accordance with the GDPR. The Client declares that it has also adopted the necessary technical and organizational measures for the protection of personal data.
- The Client is informed that all the data subjects of the data that may be provided to Auxadi may exercise their rights of access, rectification, erasure, limitation of the data, portability and opposition by sending an e-mail to GDPR@auxadi.com, with the subject "Exercise of rights", or by post to Nanclares de Oca 1B, 28022 Madrid, in both cases accompanied by a copy of their ID card or official document certifying their identity.
- All information relating to personal data received by Auxadi will be treated with the utmost confidentiality.
- The period of time for the storage of personal data would be the strictly necessary for the performance of the services contained in this Agreement, as well as for the fulfilment of the legal obligations related to this Agreement. Once the deadline has expired, the data will be deleted safely and permanently.
- In the cases in which Auxadi acts as the data processor of the personal data for which the Client is the data controller, both parties undertake to collaborate in order to guarantee the protection of such data and the effective exercise of the rights of their data subjects.
- The Client states its agreement with Auxadi's data protection policy, contained in this document, which may be consulted at any time at www.auxadi.com. Likewise, the Client expressly consents the collection of its data and their incorporation into the files of Auxadi Contables & Consultores, S.A. for the provision of the services.

Compliance With Regulations.

- Auxadi undertakes a constant effort to comply with all relevant statutory obligations and other applicable laws (including, but not limited to, regulations that prevent the money laundering). The Client undertakes to provide all the information and documentation legally necessary to comply with the regulations on the prevention of money laundering, as well as any other applicable regulations. The client is informed and agrees that the data provided may be collected and processed to comply with anti-money laundering and terrorist financing regulations. Auxadi will always provide its services in accordance with the regulatory framework and specifically in accordance with the provisions of Law 10/2010 of 28 April on the prevention of money laundering and the financing of terrorism, along with its applicable regulations.
- Auxadi also carries out stricter controls on its Clients and Partners to prevent any kind of illicit behavior (including bribery). By signing this Agreement, the Client agrees to respect and comply with Auxadi's compliance program, providing the information required at any time.
- Auxadi is committed to maintaining the confidentiality of any information known from its Client by reason of the services rendered and agrees not to disclose such information in the absence of a written authorization from Client or legal duty. Unless otherwise agreed, the fact of the professional relationship with the client and the general nature of the services rendered will not be considered themselves as confidential information and may be disclosed to current or potential Auxadi Clients and other third parties, even on Auxadi's website.
- According to COUNCIL DIRECTIVE (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards automatic and compulsory exchange of information in the field of taxation on cross-border arrangements subject to communication of information (DAC - 6), intermediaries who design, market, organize and make available for implementation certain cross-border arrangements, as defined therein, must communicate their existence to local competent authorities. Auxadi's services are limited to the provision of accounting services, tax compliance, administration and payroll management, always in compliance with applicable local and international regulations. Under no circumstance it can be understood that Auxadi designs, markets, organizes and/or makes available for implementation any tax structure. Due to the broad scope of this regulation, Auxadi may be obliged to report certain transactions of its Clients, which would have been carried out since June 25, 2018, to the competent authorities. In the case Auxadi would have the obligation to report information on this matter, we would coordinate with you and your advisor the way to proceed, if this information had not been already disclosed, and unless legislation approved on the contrary, we would proceed to inform, charging the hours incurred on this topic as per our hourly rates (with or without a report being submitted to the authorities).

Responsibility

- Auxadi undertakes to keep the Client indemnified and harmless in relation to any losses, damages or expenses the client may suffer as a result of a gross negligence or willful default incurred by Auxadi in rendering the services. The limit of the compensation will be the last three months of regular services invoiced by Auxadi.
- In the case of incidental services, the indemnification assumed by Auxadi will consist of the amount invoiced for that contractual service.
- In the event that the Client fails to make a payment, after receipt the invoices, pursuant to the provisions established herein or defaults in any other manner, Auxadi reserves the right to suspend the service, prior notice to the Client, and shall not be liable for any losses or damages which may occur; and Auxadi is also entitled to claim the total amounts owed under this proposal through the appropriate legal actions.
- If the client decides to hire an Auxadi employee who works on Client's account, during the term and two years after the termination of this agreement, it must indemnify and compensate Auxadi for losses and damages equivalent to one year of that employee's gross salary. This clause is applicable to companies which receive our services, companies belonging to the client's corporate group and any companies to which the client may be related through management or participations. Furthermore, it shall be understood that this clause is applicable regardless of the type of contract.

Access to electronic banking:

- For the provision of certain services, including, but not limited, accounting services, tax payment management, payments to suppliers or payroll, this proposal is based on Auxadi having access to the Client's electronic banking display. The Client undertakes, therefore, to provide Auxadi with said display access.

Term:

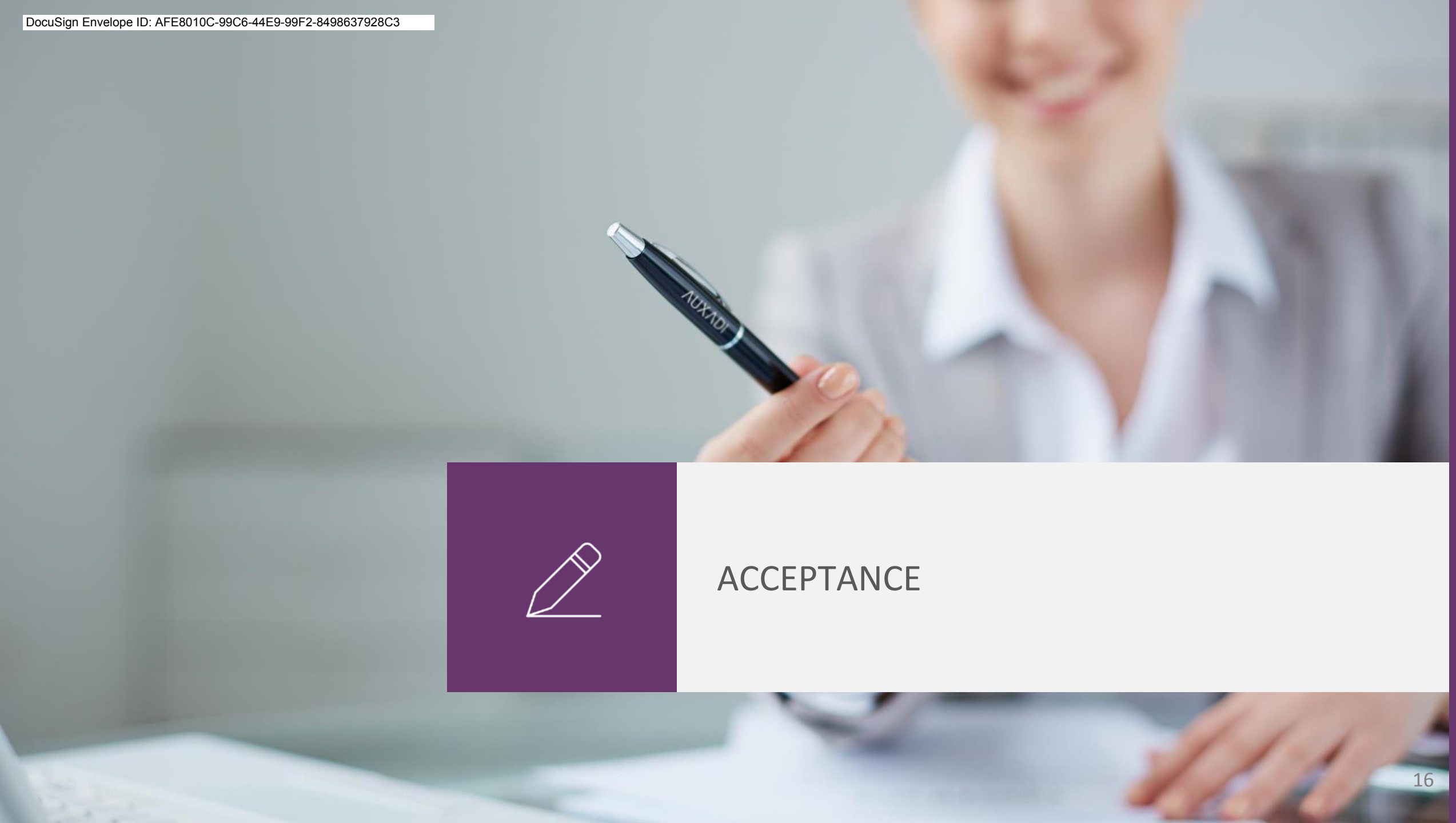
- This agreement will be in force until 31st December 2022 and will be automatically extended every 31st December for annual periods, unless the Client gives 3 months' notice prior to the date of renewal. After this period without notice from the Client, the agreement will be extended for an additional year. In the event that the Client does not comply with the mandatory term, the Client must pay all the corresponding amounts until the expiration date.
- Time incurred over the course of the handover of the services presented in this offer shall be invoiced for an amount equivalent to three months of fees.
- Auxadi reserves the right to resolve the agreement in the event of non-compliance by the Client or when the Client does not comply with the compliance policies required by Auxadi.
- The information of the Client that Auxadi may have for the execution of the services will be returned to the Client during the handover period; except that the Client is in a situation of non-payment for the services; in which case, the information will not be returned to the Client until the debt has been settled, being the Client the only responsible for any damage that may arise.

Notice:

- All notices and other communications under this Agreement shall be in writing by electronic mail. In the event of termination notice or discrepancy on the execution or interpretation of this agreement, all notice shall be in writing and shall be sent to the other party by email and courier.

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ACCEPTANCE

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Acceptance

The current proposal and its Terms and Conditions shall be governed by Spanish Law. Any matter that may arise in relation to the application, execution or interpretation of this agreement, shall be submitted to the Courts and Tribunals of the City of Madrid.

In the event that the Client wants to extend the services provided by Auxadi to other subsidiaries of its group, even when these are outside the Spanish territory, the Client accepts that any controversy regarding the provision and payment of services by the companies of the Auxadi Group to their subsidiaries will be resolved by the Courts and Tribunals of the city of Madrid.

The Client consents expressly to the processing of personal data contained in it or that may result from the provision of the service.

All the pages of this agreement are a sole document. With the signature of this document, the Client accepts all the Terms and Conditions included in it and Auxadi's fees.

The Client confirms that services will commence on: December 2022

Madrid, 11/23/2022

Reviewed by PMO

Reviewed by VP

DocuSigned by:
7347B9B81C54417...

Mr. Víctor Salamanca Cuevas
Chief Executive Officer
AUXADI CONTABLES & CONSULTORES, S.A.

DocuSigned by:
John De Souza
D8AD68CF979545A...

Mr./Ms.
John De Souza
President
Ample

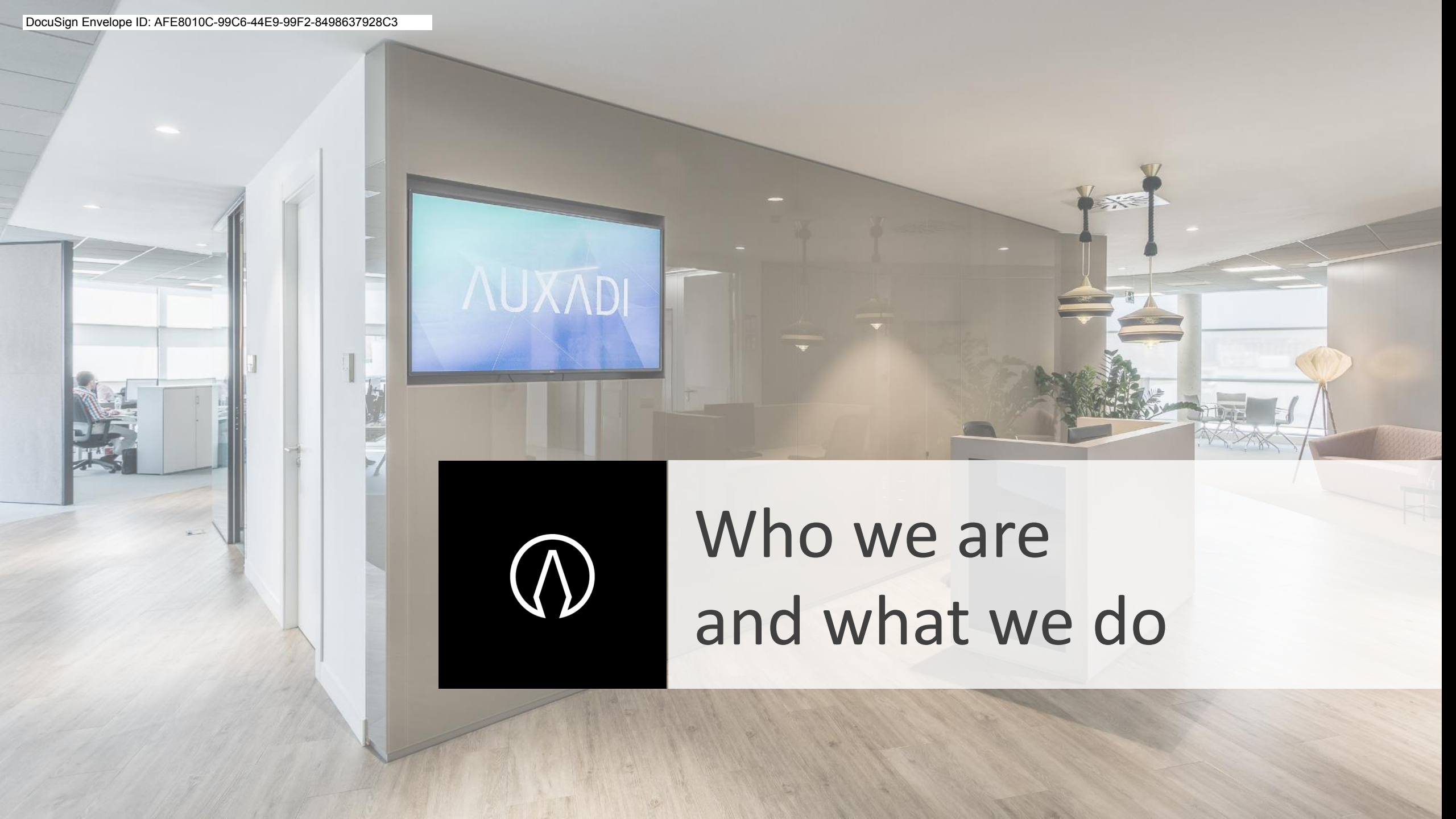
*From this date onwards Auxadi will begin billing the Client, unless formally agreed otherwise.

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Appendices

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Who we are and what we do

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Who we are

- We **enable your international expansion,** across more than **50 jurisdictions**.
- We're experts at **unravelling complexities**, making the **complex simple across all sectors**.
- We adopt a **single point of contact** service model, **putting you at the heart** of our business.
- We're **technology driven**, utilising our best-in-class **cloud-based technology** platform to ensure flexible and efficient solutions across your investment portfolio.
- We're a leading provider of **accounting, tax, payroll and SPV administration** services to some of the largest multinational corporations globally.

50+
countries currently being served



1,700+
clients serviced

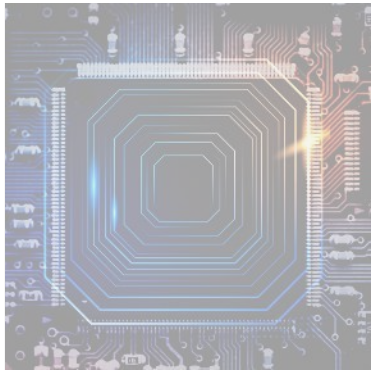
28,000+
total annual tax returns

95%
operate in more than one country

25
nationalities

375+
employees

4.5
out of 5 - score for client satisfaction



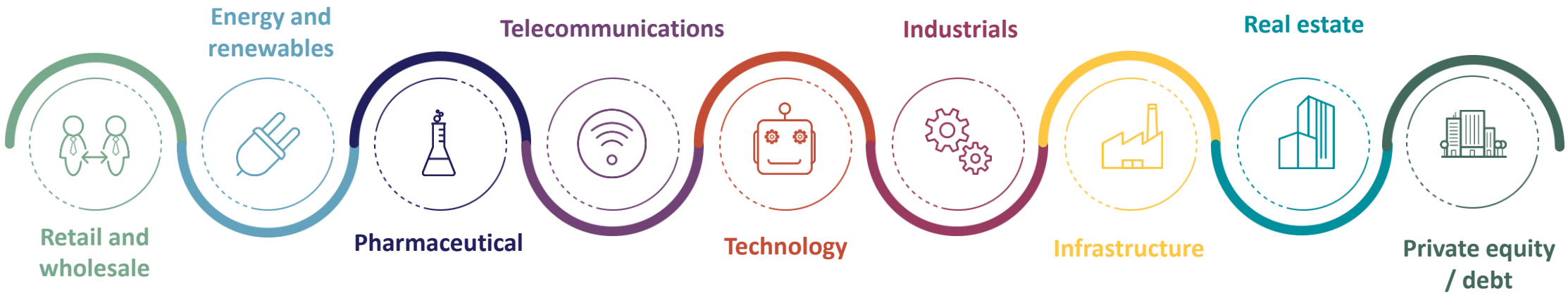
AUXADI

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WHAT WE DO

We provide outsourced accounting, tax, payroll and SPV services

- Accounting
- Cash management
- Directorships
- Tax compliance
- Consolidation and reporting
- SPV set up and admin
- Payroll
- Domiciliation/ registered office
- Transfer pricing



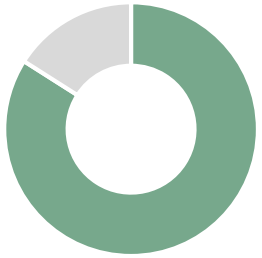
AUXADI

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WHAT MAKES US DIFFERENT

Importance of satisfied clients

- Quarterly client satisfaction survey
- We prioritise our clients and base our KPI's around satisfaction
- We're proud of our high satisfaction score year on year



4.5 /5

Auxadi score

1.7 /5 Average NPS score in the Financial services sector

Source: Customer Gauge



"I appreciate the proactivity and enormous accessibility of the Auxadi team"

Arnaud Sauniere, CFO
SUEZ
*Q1 2022 Auxadi client satisfaction survey

"Quality information, delivered on time and I always gets answers to my queries in a satisfactory manner"

Accounting Manager
Global IT Consulting Firm
*Q1 2022 Auxadi client satisfaction survey

"Quick to respond and extremely helpful"

Vice President
International Financial Services Firm
*Q4 2021 Auxadi client satisfaction survey

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Local knowledge, international coverage

Offering services in 50 jurisdictions through our partner network

Key account hubs in Spain and USA

Single-point-of-contact service model, providing a seamless service across all countries







NORTH AMERICA
- Canada
- Mexico
- USA

CENTRAL & SOUTH AMERICA
- Argentina
- Bolivia
- Brazil
- Chile
- Colombia
- Costa Rica
- Dominican Republic
- Ecuador
- El Salvador
- Guatemala
- Honduras
- Nicaragua
- Panama
- Paraguay
- Peru
- Uruguay

ASIA
- Hong Kong
- India
- Singapore
- China
- UAE

EMEA
- Austria
- Belgium
- Bulgaria
- Cyprus
- Denmark
- England
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Morocco
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland

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Making your life easier

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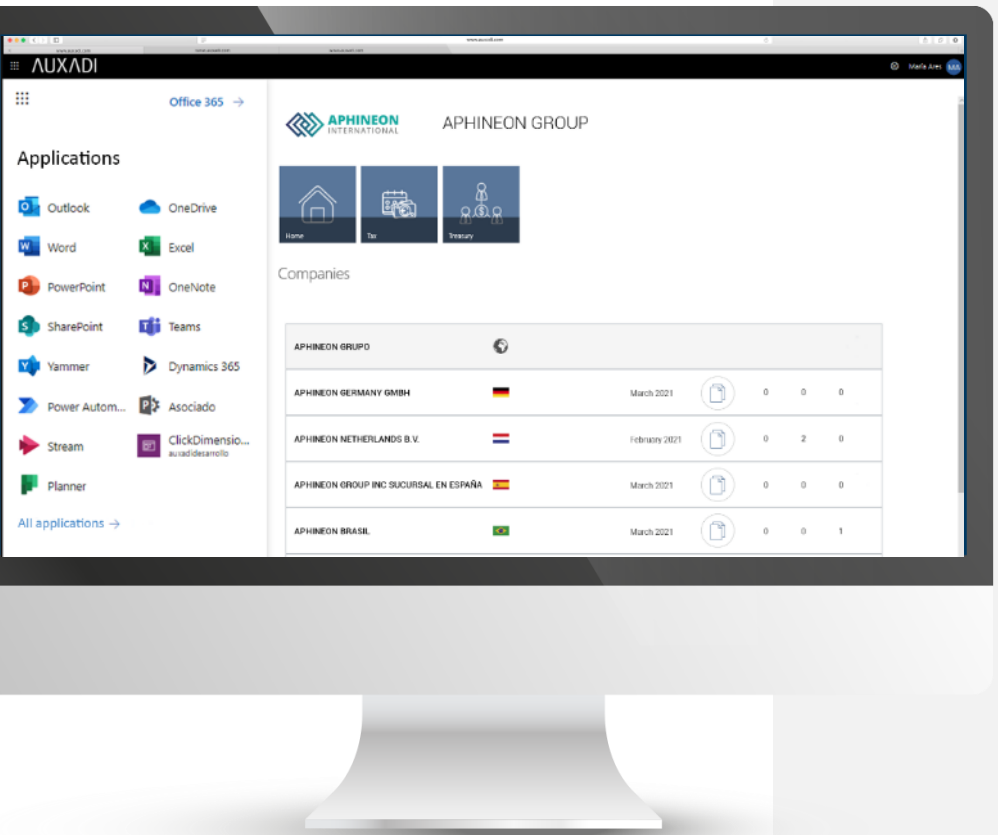
Gold
Microsoft
Partner

Microsoft

TECHNOLOGY

Our MySPV Platform

Our unique cloud-based technology platform can be fully customised to help you manage and monitor your subsidiaries.



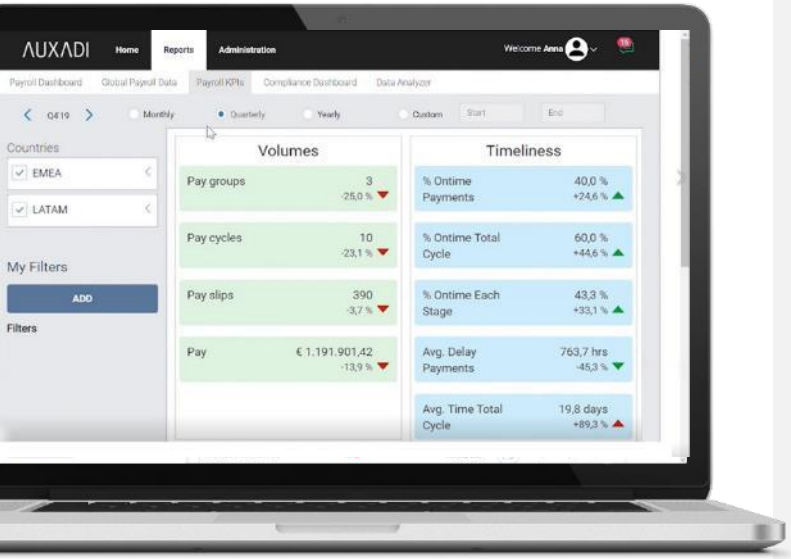
- Payments platform
- Invoice approval
- Billing module
- Cost centers
- T&E modules
- Budgeting
- Document data management
- Tax modules
- Payroll monitoring

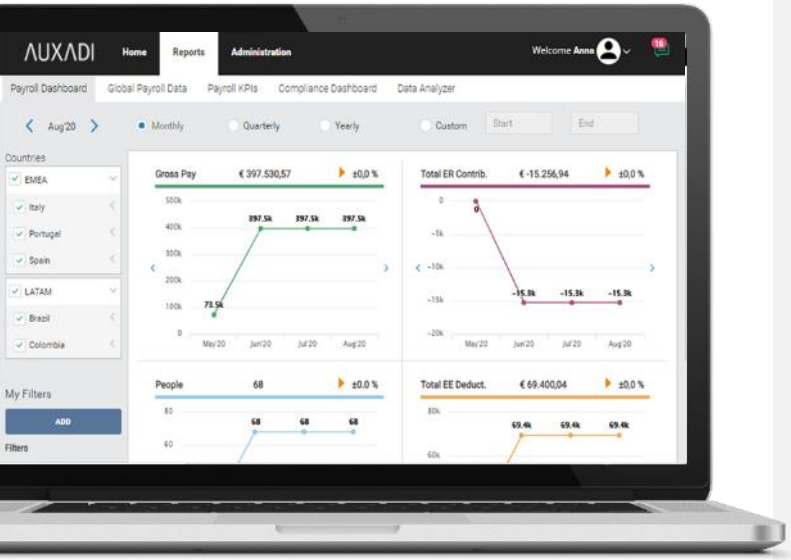




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Our Payroll Management Module

Payroll processing

We consolidate the international payroll processes of all jurisdictions. Within our platform, you can interact with your teams and monitor the status of the payroll process at every stage.

Safe and efficient

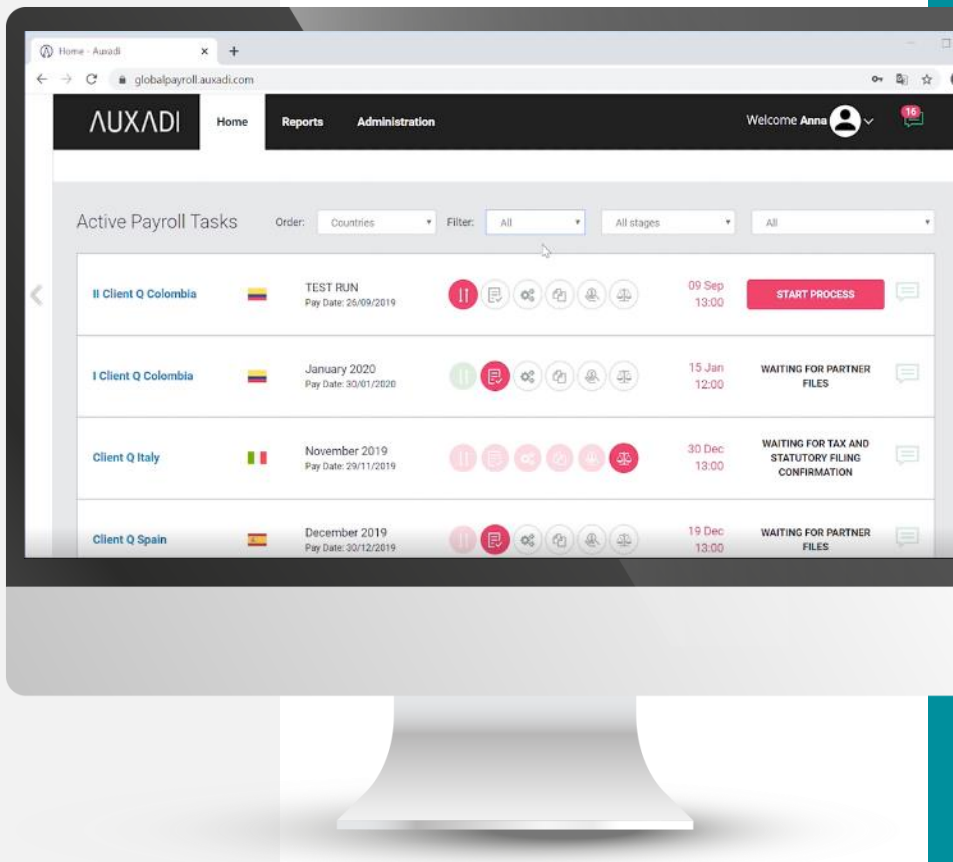
Hosted in Azure, and fully GDPR compliant, this platform allows us to control the risk management of your global operations.

Easily accessible

The whole platform guarantees access and visibility to global data through an easy and intuitive real-time reporting interface.

Gold Microsoft Partner

Microsoft



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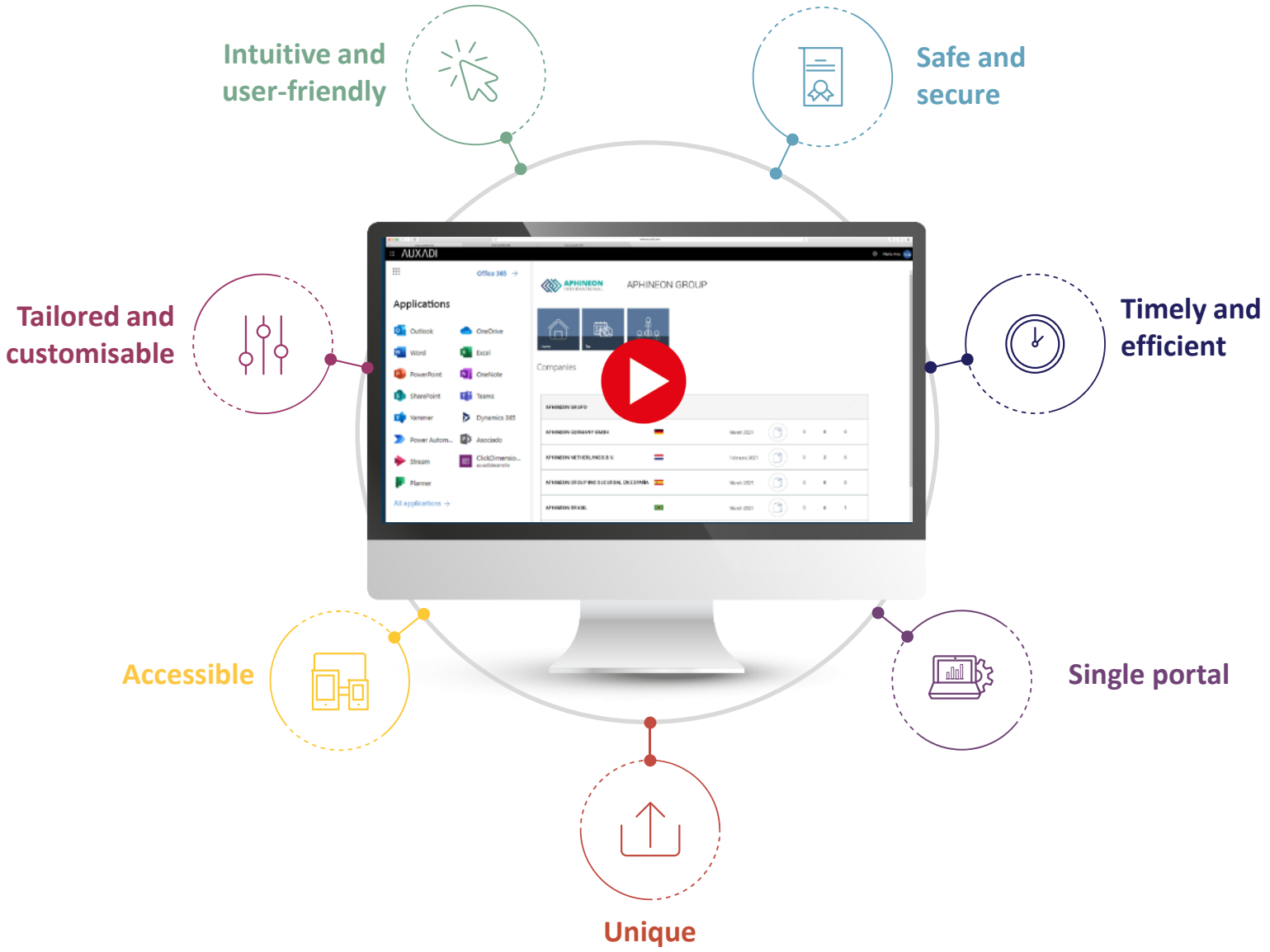
KEY FEATURES

A complete solution

Gold Microsoft Partner

Microsoft





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Our growth journey

1979
Foundation

2001
Portugal
Following the logical path of a multinational company, Auxadi lands in the Iberian market

1985
Association of International Firms

2004-2008
150%
Organic growth

2009
Víctor Salamanca Cuevas takes over

International Expansion starts

2010-2020
200%
Organic growth

2019
United States HUB
Auxadi opens a HUB in United States to help North American companies in their internationalization process.

Great Place To Work. Best Workplaces™ ESPAÑA 2018

2020
Inflexion joins as minority investor

2021
Resolve Acquisition

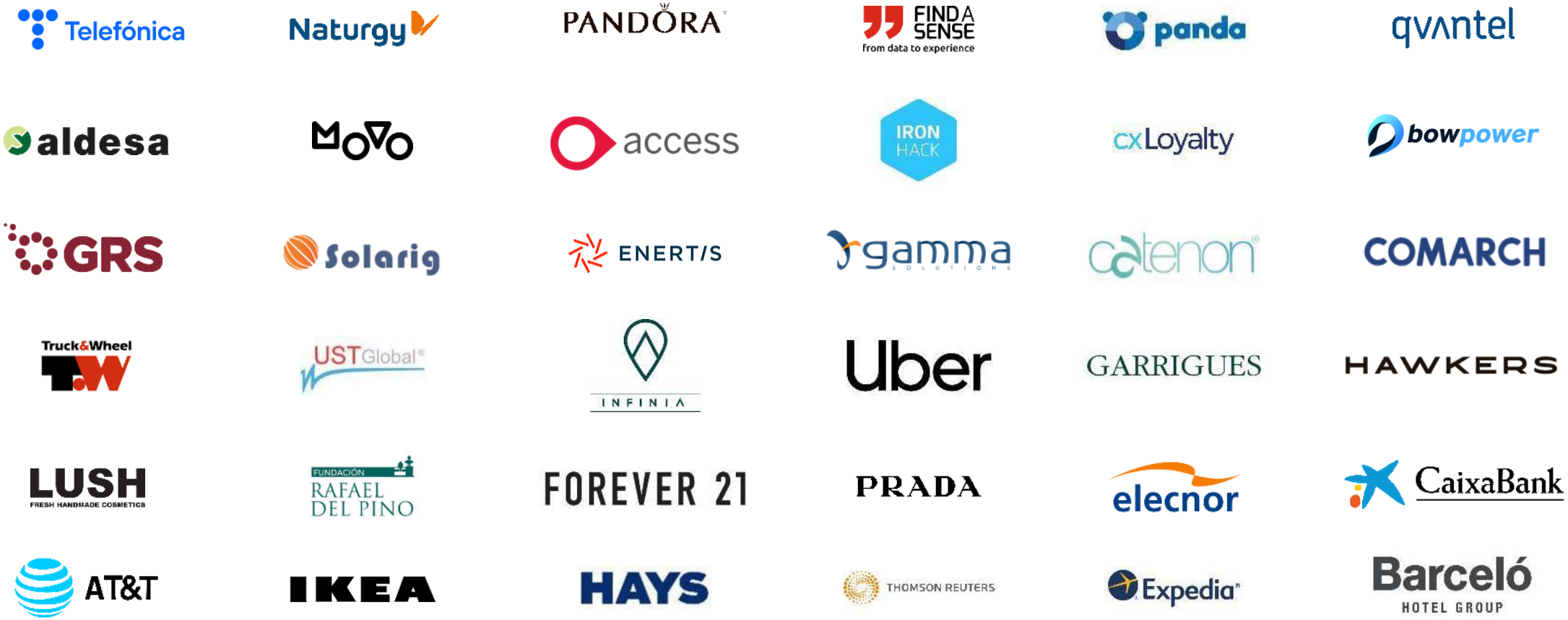
Best Workplaces™ Great Place To Work. ESPAÑA 2021

1980 1990 2000 2010 2020

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Our credentials – international corporates



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Don’t take our word for it



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Accreditations and industry relationships

Brand with High International Potential
Accredited by the Leading Brands of Spain Forum

Certifications and security

Microsoft holds the ISO 27001/27018 certifications or the Resolution TI / 32/2014 of the AEPD.

Office 365 and Azure incorporate security measures that offer customers a HIGH level of security in accordance with the GDPR Regulations.

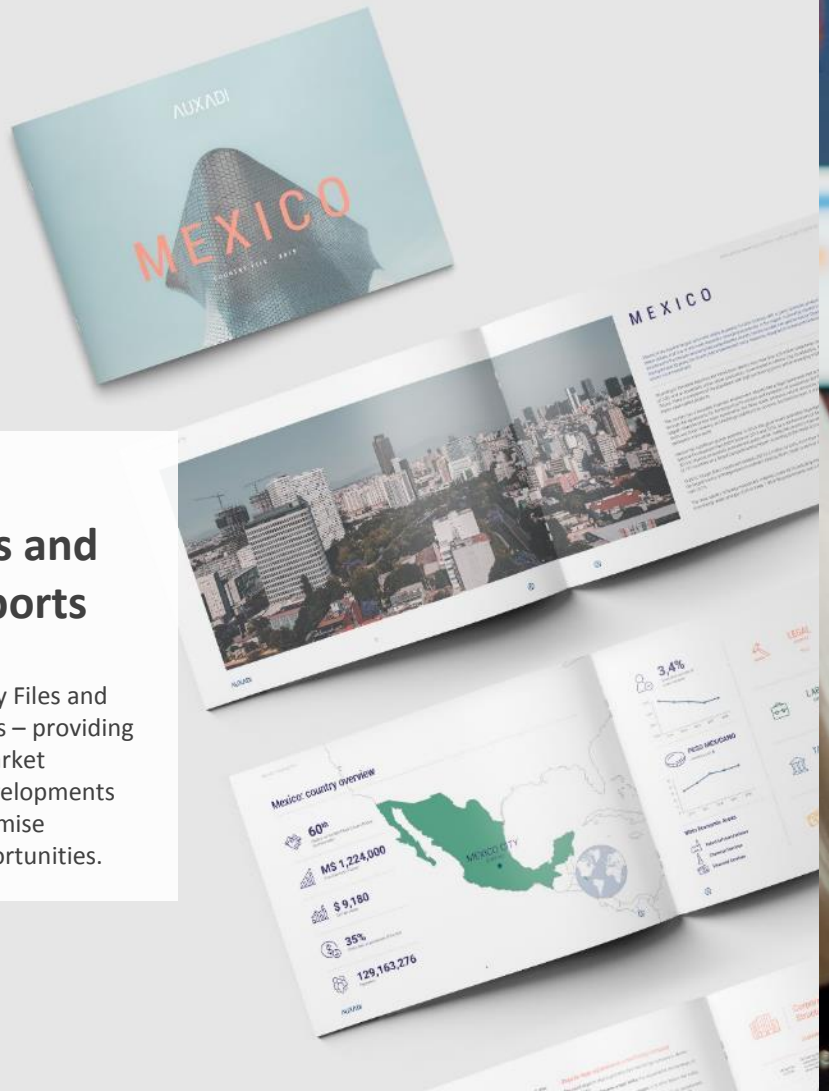
Microsoft Office 365 and Azure presents the highest data security level, according to the National Security Scheme.

Auxadi has achieved the ISAE 3402 Type I certification, which endorses the rigorous application of internal processes to control errors in accounting and fraudulent practices.

AUXADI

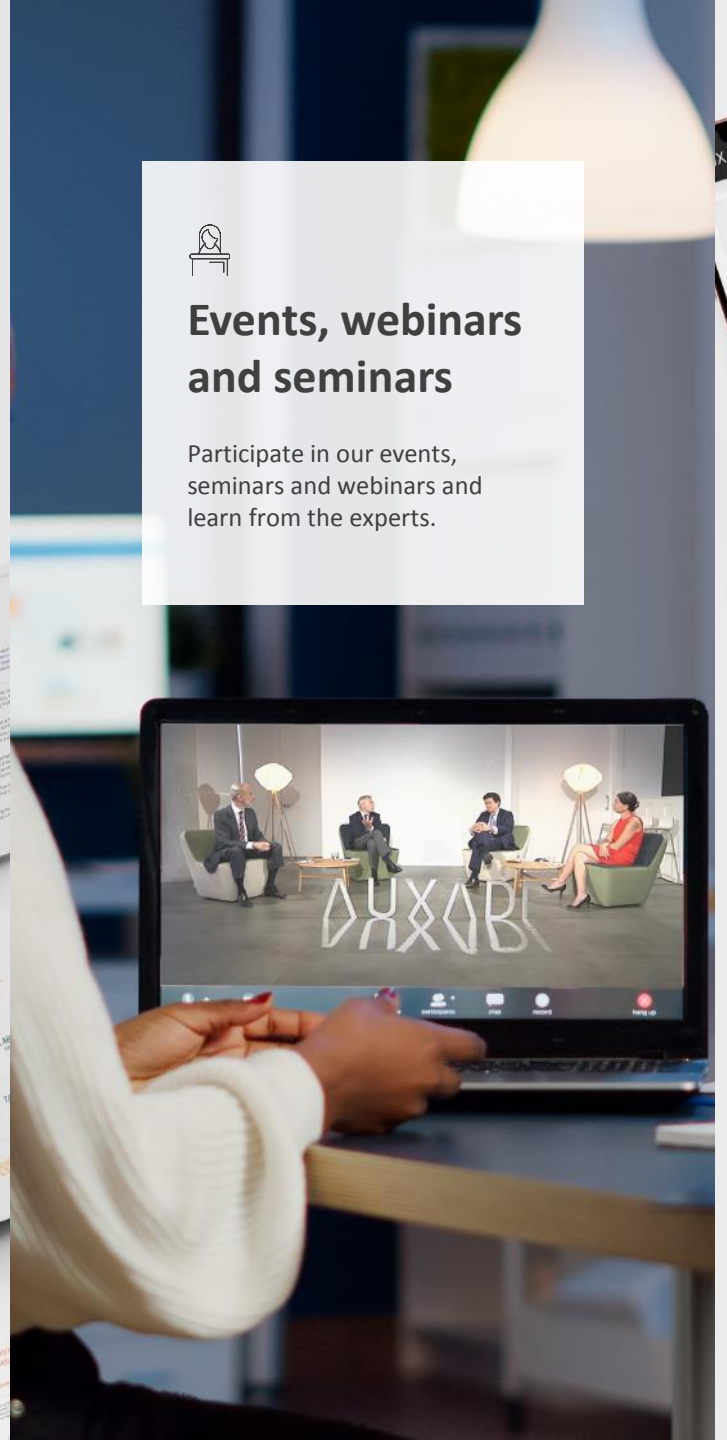
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Other benefits of working with us



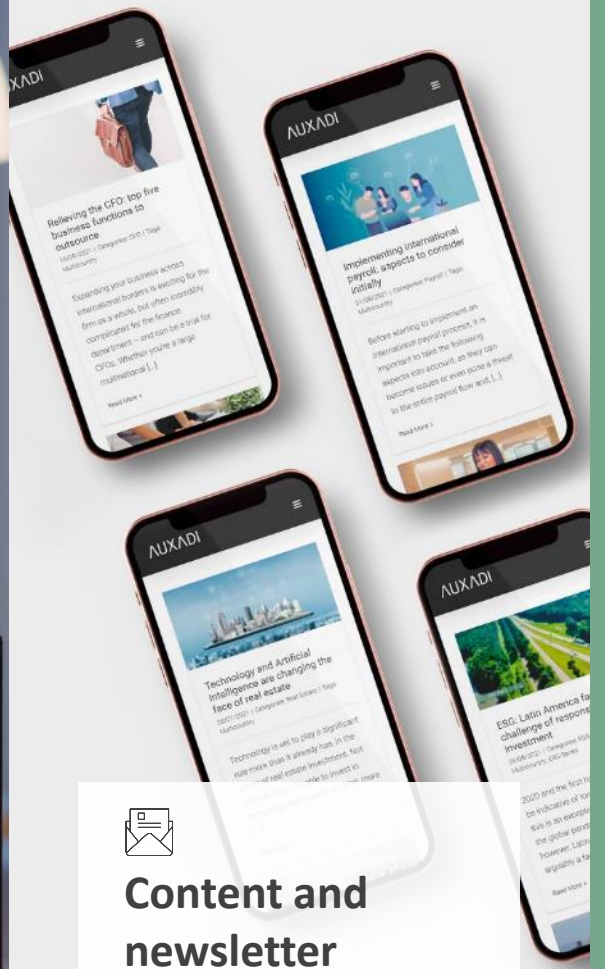
Country files and research reports

Download our Country Files and latest research reports – providing useful insights and market research on latest developments and how best to maximise potential growth opportunities.



Events, webinars and seminars

Participate in our events, seminars and webinars and learn from the experts.



Content and newsletter

Our experts are constantly keeping up to date on latest trends, hot topics and market developments. Subscribe to our newsletter and read our insights on www.auxadi.com.

AUXADI

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www.auxadi.com
info@auxadi.com

AUXADI

AMPLE INC
NIF: 47-2514015
100 HOOPER SUITE 25 SAN FRANCISCO CA, 9410
9410 SAN FRANCISCO
SAN FRANCISCO

MADRID, April 30 2025

Invoice No. 2575 8/4321/25

AMPLE INC

Auxadi Contables & Consultores S.A.
C/ Nanclares de Oca 1B
28022 MADRID

T 0034 91 562 51 52
F 0034 91 562 78 73
contables@auxadi.com
www.auxadi.com

Inscrita en el Registro de Madrid
Tomo 3.154 Libro 0, Folio 72 Sección 8ª
Hoja M-53-865, CIF.: A28577062

Professional fees regarding to our services proposal for April 2025

Regular Services Payroll	375,00

Subtotal	375,00
VAT 0%	0,00
Total Euro	375,00

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

Invoice No. 2575 8/4321/25

Payroll description:

1 payslips

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

AUXADI

AMPLE INC
NIF: 47-2514015
100 HOOPER SUITE 25 SAN FRANCISCO CA, 9410
9410 SAN FRANCISCO
SAN FRANCISCO

MADRID, May 31 2025

Invoice No. 2619 6/4321/25

AMPLE INC

Auxadi Contables & Consultores S.A.
C/ Nanclares de Oca 1B
28022 MADRID

T 0034 91 562 51 52
F 0034 91 562 78 73
contables@auxadi.com
www.auxadi.com

Inscrita en el Registro de Madrid
Tomo 3.154 Libro 0, Folio 72 Sección 8ª
Hoja M-53-865, CIF.: A28577062

Professional fees regarding to our services proposal for May 2025

Regular Services Payroll	225,00

Subtotal	225,00
VAT 0%	0,00
Total Euro	225,00

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

Invoice No. 2619 6/4321/25

Payroll description:

1 payslips

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

AUXADI

AMPLE INC
NIF: 47-2514015
100 HOOPER SUITE 25 SAN FRANCISCO CA, 9410
9410 SAN FRANCISCO
SAN FRANCISCO

MADRID, June 30 2025

Invoice No. 2689 1/4321/25

AMPLE INC

Auxadi Contables & Consultores S.A.
C/ Nanclares de Oca 1B
28022 MADRID

T 0034 91 562 51 52
F 0034 91 562 78 73
contables@auxadi.com
www.auxadi.com

Inscrita en el Registro de Madrid
Tomo 3.154 Libro 0, Folio 72 Sección 8ª
Hoja M-53-865, CIF.: A28577062

Professional fees regarding to our services proposal for June 2025

Regular Services Payroll	225,00

Subtotal	225,00
VAT 0%	0,00
Total Euro	225,00

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

Invoice No. 2689 1/4321/25

Payroll description:

1 payslips

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

AUXADI

AMPLE INC
NIF: 47-2514015
100 HOOPER SUITE 25 SAN FRANCISCO CA, 9410
9410 SAN FRANCISCO
SAN FRANCISCO

MADRID, November 30 2025

Invoice No. 3015 9/4321/26

AMPLE INC

Auxadi Contables & Consultores S.A.
C/ Nanclares de Oca 1B
28022 MADRID

T 0034 91 562 51 52
F 0034 91 562 78 73
contables@auxadi.com
www.auxadi.com

Inscrita en el Registro de Madrid
Tomo 3.154 Libro 0, Folio 72 Sección 8ª
Hoja M-53-865, CIF.: A28577062

Professional fees regarding to our services proposal for November 2025

Regular Services Payroll	225,00

Subtotal	225,00
VAT 0%	0,00
Total Euro	225,00

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

Invoice No. 3015 9/4321/26

Payroll description:

1 payslips

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

AUXADI

AMPLE INC
NIF: 47-2514015
100 HOOPER SUITE 25 SAN FRANCISCO CA, 9410
9410 SAN FRANCISCO
SAN FRANCISCO

MADRID, December 31 2025

Invoice No. 3068 1/4321/26

AMPLE INC

Auxadi Contables & Consultores S.A.
C/ Nanclares de Oca 1B
28022 MADRID

T 0034 91 562 51 52
F 0034 91 562 78 73
contables@auxadi.com
www.auxadi.com

Inscrita en el Registro de Madrid
Tomo 3.154 Libro 0, Folio 72 Sección 8ª
Hoja M-53-865, CIF.: A28577062

Professional fees regarding to our services proposal for December 2025

Regular Services Payroll	225,00

Subtotal	225,00
VAT 0%	0,00
Total Euro	225,00

BBVA	01822329940010803802
IBAN;	ES0801822329940010803802
SWIFT:	BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

Invoice No. 3068 1/4321/26

Payroll description:

1 payslips

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

AUXADI

AMPLE INC
NIF: 47-2514015
100 HOOPER SUITE 25 SAN FRANCISCO CA, 9410
9410 SAN FRANCISCO
SAN FRANCISCO

MADRID, January 31 2026

Invoice No. 3154 6/4321/26

AMPLE INC

Auxadi Contables & Consultores S.A.
C/ Nanclares de Oca 1B
28022 MADRID

T 0034 91 562 51 52
F 0034 91 562 78 73
contables@auxadi.com
www.auxadi.com

Inscrita en el Registro de Madrid
Tomo 3.154 Libro 0, Folio 72 Sección 8ª
Hoja M-53-865, CIF.: A28577062

Professional fees regarding to our services proposal for January 2026

Regular Services Payroll	375,00

Subtotal	375,00
VAT 0%	0,00
Total Euro	375,00

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

Invoice No. 3154 6/4321/26

Payroll description:

1 payslips

BBVA 01822329940010803802
IBAN; ES0801822329940010803802
SWIFT: BBVAESMMXXX

(non subject to VAT in application of section 69.One 1º of Act 37/1992 dated December 28th regarding VAT)

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FERNANDO FERNÁNDEZ MEDINA
C/ López de Hoyos, 9 - 1ºIzq. - 28006 MADRID
Tels. 91 781 49 20 - 91 590 14 88
Fax: 91 435 06 14

ESCRITURA DE ELEVACIÓN A PÚBLICO DE ACUERDOS SOCIALES RELATIVOS A DIMISIÓN DE CONSEJEROS, MODIFICACIÓN DEL ÓRGANO DE ADMINISTRACIÓN Y NOMBRAMIENTO DE ADMINISTRADOR ÚNICO DE LA SOCIEDAD "AUXADI CONTABLES & CONSULTORES, S.A." ----------

---

NÚMERO MIL QUINIENTOS SESENTA Y TRES. ----

EN MADRID, mi residencia, a cinco de agosto de dos mil veinte. ----------

Ante mí, **FERNANDO FERNÁNDEZ MEDINA**, Notario del Ilustre Colegio Notarial de Madrid, constituido, previo especial requerimiento del compareciente, en la calle Serrano número 73, ----------

---------- **= COMPARECE: =** ----------

DON VÍCTOR SALAMANCA CUEVAS, mayor de edad, economista, casado y con domicilio a estos efectos en calle Hiendelaencina, 18, 28023 Madrid. Exhibe D.N.I./N.I.F. 50856133M, vigente. ----------

---------- **= INTERVIENE: =** ----------

En nombre y representación de la mercantil **"AUXADI CONTABLES & CONSULTORES, S.A."**, domiciliada en 28022 Madrid, calle Nanclares de Oca, número 1B, y con C.I.F. número A28577062 (en adelante, la **Sociedad**); constituida, por tiempo indefinido y con la denominación de "Auxadi Contables, S.A.", mediante escritura autorizada el día 28 de mayo de 1979 por el notario de Madrid, don Carlos Arias Navarro, número 857 de protocolo, inscrita en el Registro Mercantil de Madrid, al tomo 3.154, folio 80, sección 8ª, hoja número M-53.865; adaptada a la Ley de Sociedades Anónimas mediante escritura autorizada el día 10 de junio de 1992 por el notario de Madrid, don Ignacio Zabala Cabello, número 2.062 de protocolo, subsanada por otra autorizada por el mismo notario el día 31 de julio de 1992, número 3.118 de protocolo; cambiada su denominación y trasladado su domicilio social mediante escritura autorizada el día 15 de julio de 1999 por el notario de Madrid, don Juan López Durán, número 2.257 de protocolo; ampliado su capital social mediante escritura autorizada el día 29 de diciembre de 1999 por el notario de Madrid, don Juan López Durán, número 3.840 de protocolo; trasladado su domicilio social mediante escritura autorizada por mí el día 12 de diciembre de 2008, número 2.247 de protocolo, que causó la inscripción 18ª en la referida hoja registral; nuevamente trasladado su domicilio social al actual, antes

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consignado, mediante escritura autorizada por mí el día 28 de noviembre de 2016, número 3.316 de protocolo, que causó la inscripción 29ª en la referida hoja abierta registral; modificados sus Estatutos mediante escritura autorizada por mí el día 28 de enero de 2020, número 147 de protocolo, que causó la inscripción 36ª en la referida hoja registral.----------

La forma jurídica, denominación, domicilio y objeto social, constituido, entre otras actividades, por la aplicación de las nuevas tecnologías informáticas y de comunicación en el ámbito de la gestión empresarial, y, específicamente, a lo referido a la contabilidad, en cumplimiento de las obligaciones tributarias/mercantiles, resulta de las escrituras de la sociedad, antes reseñadas.----------

En su carácter de administrador único, cargo para el que ha sido nombrado, por plazo de seis años, por acuerdo de la Junta General Extraordinaria y Universal de accionistas adoptado en su reunión celebrada el día 5 de agosto de 2020, lo que me acredita con certificación expedida por el propio compareciente, en su aludida representación, que yo, el notario, incorporo a la presente previa legitimación de su firma. ----------

Yo, el notario, considero suficientes las facultades representativas acreditadas mediante la entrega de la referida certificación incorporada, de la que resulta su indicado cargo y, en virtud del mismo, tiene facultades para elevar a público los acuerdos adoptados por los órganos de la Sociedad, realizar los actos precisos para dejarlos inscritos en el Registro, y para todos los actos jurídicos complementarios incluidos en esta escritura. ----------

Me asevera la vigencia íntegra de la representación y facultades que ostenta, y que no ha variado la capacidad legal ni los datos de identificación de su representada respecto de los consignados anteriormente. ----------

En cumplimiento con la obligación de identificación del titular real que impone la Ley 10/2010, de 28 de abril, declara que su resultado, sin modificación a día de hoy, consta en acta autorizada por mí en el día de hoy.----------

La **IDENTIFICO** por su documentación personal exhibida. ----------

Tiene, a mi juicio, la capacidad legal necesaria para formalizar la presente escritura de **ELEVACIÓN A PÚBLICO DE ACUERDOS SOCIALES RELATIVOS A DIMISIÓN DE CONSEJEROS, MODIFICACIÓN DEL ÓRGANO DE ADMINISTRACIÓN Y NOMBRAMIENTO DE ADMINISTRADOR ÚNICO** y, a tal fin, ----------

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---------- **= DISPONE: =** ----------

Eleva a público los acuerdos adoptados por la Junta General Extraordinaria y Universal de accionistas de la **Sociedad** en su reunión celebrada el día 5 de agosto de 2020, tal y como constan trascritos en la certificación que me entrega, extendida sobre 4 folios de papel común, mecanografiados por una cara, expedida por el compareciente, en su aludida representación, que yo, el notario, incorporo a esta matriz previa legitimación de su firma; cuyos acuerdos se dan aquí por reproducidos a todos los efectos para evitar su innecesaria repetición, y, en particular: ----------

1.- Se aceptan las dimisiones presentadas con efectos desde el día 5 de agosto de 2020, por los consejeros **Don Víctor-Marcelino Salamanca Carrasco**, **Don Víctor Salamanca Cuevas** y **Doña María-Lorena Salamanca Cuevas**, cuyos datos de identidad constan en la certificación incorporada y en el Registro Mercantil.----------

Don Víctor-Marcelino Salamanca Carrasco y **Don Víctor Salamanca Cuevas** presentaron su dimisión al estar presentes en dicha reunión, mediante la firma de la correspondiente

acta. Yo, el notario, legitimo sendas firmas que dejan constancia de la aceptación de su dimisión. **Doña María-Lorena Salamanca Cuevas** ha presentado su dimisión mediante carta enviada al domicilio social el día 5 de agosto de 2020 y recibida por la Sociedad en esa misma fecha. Yo, el Notario dejo unida a esta matriz dicha carta de dimisión, la cual figura también firmada a los efectos del artículo 111 del Reglamento del Registro Mercantil, haciendo constar yo, el Notario, que considero legítima la firma en ella estampada. ----------

2.- Se modifica el modo de organizar la administración de la Sociedad, que pasa de estar administrada por un Consejo de Administración formado por tres miembros a estarlo por un administrador único. ----------

3.- Se nombra administrador único de la Sociedad, por plazo de seis años, a don Víctor Salamanca Cuevas, cuyos datos identificativos constan en la certificación incorporada y en la presente comparecencia, quien presente en la reunión, ha aceptado el cargo con efectos desde la fecha de dicha reunión, manifestando no estar incurso en ninguna de las prohibiciones e incompatibilidades previstas en la Ley de Sociedades de Capital y demás disposiciones legales aplicables. ----------

Inscripción parcial.- Solicita del registrador mercantil pertinente que inscriba la presente escritura en los libros a su cargo, incluso parcialmente, si alguno de los hechos o negocios

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que contiene impidiera, a su juicio, la práctica de la totalidad de la misma. ----------

Remisión telemática.- Solicitan la presentación telemática de copia autorizada electrónica de esta escritura en el Registro Mercantil correspondiente. ----------

Para el caso de imposibilidad técnica, con independencia de su causa, solicitan la presentación mediante telefax, sin perjuicio de la posterior remisión telemática de copia autorizada electrónica si fuera posible. ----------

CLÁUSULA DE PROTECCIÓN DE DATOS. Las circunstancias personales del compareciente resultan de sus manifestaciones, quedando informado de lo siguiente: ----------

Sus datos personales serán objeto de tratamiento en esta Notaría, los cuales son necesarios para el cumplimiento de las obligaciones legales del ejercicio de la función pública notarial, conforme a lo previsto en la normativa prevista en la legislación notarial, de prevención del blanqueo de capitales, tributaria y, en su caso, sustantiva que resulte aplicable al acto o negocio jurídico documentado. La comunicación de los datos personales es un requisito legal, encontrándose el otorgante obli-

gado a facilitar los datos personales, y estando informado de que la consecuencia de no facilitar tales datos es que no sería posible autorizar o intervenir el presente documento público. Sus datos se conservarán con carácter confidencial. ----------

La finalidad del tratamiento de los datos es cumplir la normativa para autorizar el presente documento, su facturación, seguimiento posterior y las funciones propias de la actividad notarial de obligado cumplimiento, de las que pueden derivarse la existencia de decisiones automatizadas, autorizadas por la Ley, adoptadas por las Administraciones Públicas y entidades cesionarias autorizadas por Ley, incluida la elaboración de perfiles precisos para la prevención e investigación por las autoridades competentes del blanqueo de capitales y la financiación del terrorismo. ----------

El notario realizará las cesiones de dichos datos que sean de obligado cumplimiento a las Administraciones Públicas, a las entidades y sujetos que estipule la Ley y, en su caso, al Notario que suceda o sustituya al actual en esta notaría.----------

Los datos proporcionados se conservarán durante los años necesarios para cumplir con las obligaciones legales del Notario o quien le sustituya o suceda. ----------

Puede ejercitar sus derechos de acceso, rectificación, supresión, limitación, portabilidad y oposición al tratamiento por correo postal ante el Notario autorizante, cuyo despacho está

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FERNANDO FERNÁNDEZ MEDINA • NOTARIO • Madrid • NIHIL PRIUS FIDE

situado en la calle López de Hoyos, 9, 1º Izquierda, 28006, Madrid. Asimismo, tiene el derecho a presentar una reclamación ante autoridad de control.----------

Los datos serán tratados y protegidos según la Legislación Notarial, y el Reglamento (UE) 2016/679 del Parlamento europeo y del Consejo de 27 de abril de 2016 relativo a la protección de las personas físicas en lo que respecta al tratamiento de datos personales y a la libre circulación de estos datos y por el que se deroga la Directiva 95/46/CE. ----------

------- **= OTORGAMIENTO Y AUTORIZACIÓN: =** -------

Así lo dice y otorga el compareciente cuyo consentimiento, libremente prestado, se adecúa a la legalidad y a su voluntad debidamente informada. ----------

Hago las reservas y advertencias legales, en especial las de carácter fiscal y la obligación de inscribir la presente escritura en el Registro Mercantil. ----------

Le advierto de su derecho a leer por sí esta escritura, cuyo ejercicio permito; elige hacer uso de él y declara que ha quedado debidamente informado de su contenido por lo que presta su libre consentimiento y firma. ----------

De todo lo consignado y de quedar extendido en cinco folios de papel timbrado para uso exclusivo notarial, números FI3222524, FI3222525, FI3222526, FI3222527 y FI3222528 yo, el Notario, DOY FE.- Sigue la firma del compareciente.- Signado: F. F. Medina. Rubricado y sellado. ----------

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SIGUE DOCUMENTACIÓN UNIDA

CERTIFICACIÓN DEL ACTA DE LA JUNTA GENERAL DE ACCIONISTAS DE AUXADI CONTABLES & CONSULTORES, S.A.

DON VÍCTOR SALAMANCA CUEVAS, administrador único de **AUXADI CONTABLES Y CONSULTORES, S.A.**, con domicilio en Madrid, calle Nanclares de Oca, 1ºB, 28022, inscrita en el Registro Mercantil de Madrid y con C.I.F. A-28577062 (la **Sociedad**), con cargo vigente y pendiente de inscripción:

CERTIFICA

I. Que el día 5 de agosto de 2020, en el domicilio social de la Sociedad, se reunieron por acuerdo unánime la totalidad de los accionistas titulares del 100% del capital social de la Sociedad con derecho a voto a los efectos de celebrar una Junta General Extraordinaria y Universal de accionistas de la Sociedad (la **Junta General**) de conformidad con lo dispuesto en el artículo 178 de la Ley de Sociedades de Capital.

II. Que los accionistas aprobaron por unanimidad el orden del día que se indica a continuación:

"ORDEN DEL DÍA

1) Aceptación de la dimisión de todos los miembros del Consejo de Administración de la Sociedad

2) Modificación del órgano de administración

3) Nombramiento de administrador único de la Sociedad

4) Delegación de facultades"

III. Que al inicio de la reunión se formó la lista de asistentes, la cual quedó reflejada en el acta. En el momento en el que se celebró la Junta General, estaban presentes o debidamente representados todos los accionistas titulares del 100% del capital social de la Sociedad con derecho a voto.

IV. Que a los efectos de dejar constancia de su asistencia, de acuerdo con lo dispuesto en el artículo 97.1.4º del Reglamento del Registro Mercantil, los accionistas asistentes, titulares en total del 100% del capital social de la Sociedad, debidamente representados, firmaron la mencionada lista de asistentes.

V. Que presidió la reunión el Presidente del Consejo de Administración de la Sociedad, D. Víctor Marcelino Salamanca Carrasco y actuó como Secretaria de la misma, la Secretaria consejera del Consejo de Administración de la Sociedad, Dña. María Lorena Salamanca Cuevas.

VI. Que al finalizar la reunión, el acta de la misma fue leída y aprobada, por unanimidad, por los accionistas y firmada por el Secretario del Consejo de Administración de la Sociedad con el visto bueno del Presidente del Consejo de Administración.

VII. Que la Junta General adoptó, por unanimidad, los siguientes acuerdos que a continuación se transcriben literalmente:

"ACUERDOS

PRIMERO.- Aceptación de la dimisión de todos los miembros del Consejo de Administración de la Sociedad

La Junta General acuerda por unanimidad aceptar las dimisiones presentadas, con efectos desde el día de hoy, por D. Víctor Marcelino Salamanca Carrasco, D. Víctor Salamanca Cuevas y Dña. María Lorena Salamanca Cuevas cuyos datos constan debidamente inscritos en la hoja abierta a nombre de la Sociedad en el Registro Mercantil.

D. Víctor Marcelino Salamanca Carrasco, D. Víctor Salamanca Cuevas presentes en la reunión firman la presente acta a efectos de dejar constancia de su dimisión:

(consta firma en acta) *(consta firma en acta)*

_____ _____

D. Víctor Salamanca Cuevas *D. Víctor Marcelino Salamanca Carrasco*

Dña. María Lorena Salamanca Cuevas presenta su dimisión mediante carta enviada al domicilio social en la fecha de hoy y que ha sido recibida por la Sociedad en esta misma fecha.

La Junta General aprueba la gestión de los consejeros salientes y les agradece los servicios prestados a la Sociedad en el ejercicio de sus cargos, renunciando la Sociedad a cuantas acciones pudiera corresponder frente a los consejeros salientes en relación con el desempeño de sus cargos de consejeros en la Sociedad, salvo en caso de dolo o culpa grave.

Asimismo, la Junta General hace constar que el (i) contrato de consejero delegado suscrito por la Sociedad y D. Víctor Salamanca Cuevas como consejero delegado suscrito el 1 de enero de 2015 y (ii) el contrato de consejero delegado suscrito por la Sociedad y D. Víctor Marcelino Salamanca Carrasco como consejero delegado suscrito el 1 de enero de 2015 han quedado automáticamente extinguidos en virtud de las dimisiones mencionadas más arriba.

SEGUNDO.- Modificación del órgano de administración

De conformidad con lo previsto en el artículo 13 de los estatutos sociales de la Sociedad y en virtud de lo dispuesto en el artículo 210.3 de la Ley de Sociedades de Capital, la Junta General acuerda por unanimidad modificar el modo de organizar la administración de la Sociedad, que pasa de estar administrada por un Consejo de Administración formado por tres miembros a estarlo por un Administrador Único.

TERCERO.- Nombramiento de administrador único de la Sociedad

La Junta General acuerda por unanimidad nombrar administrador único de la Sociedad, por un plazo de seis años, a D. Víctor Salamanca Cuevas, mayor de edad, de nacionalidad española, con domicilio a estos efectos en C/ Hiendelaencina 18, 28023

Madrid, y con Documento Nacional de Identidad (D.N.I.) número 50.856.133-M, en vigor.

D. Víctor Salamanca Cuevas, presente en este acto, acepta el nombramiento realizado a su favor con efectos desde el día de hoy y, asimismo, declara que no se encuentra incurso en causa alguna, legal o estatutaria, de incapacidad, incompatibilidad o conflicto de interés y, en especial, sin limitación, en ninguna de las causas de incompatibilidad previstas en el artículo 213 de la Ley de Sociedades de Capital, en la Ley 3/2015, de 30 de marzo, ni en ninguna otra norma concordante que resulte de aplicación.

D. Víctor Salamanca Cuevas firma la presente acta a continuación la presente acta en prueba de su aceptación al nombramiento:

(consta firma en acta)

_____

D. Víctor Salamanca Cuevas

CUARTO.- Delegación de facultades

La Junta General acuerda por unanimidad facultar al administrador único para que, en nombre y representación de la Sociedad, pueda (i) aclarar o subsanar cualquiera de los extremos incluidos en esta acta, (ii) otorgar cuantos documentos públicos o privados, incluso de subsanación y rectificación en sus términos más amplios, sean necesarios o convenientes para ejecutar los acuerdos adoptados, incluyendo la comparecencia ante Notario con el objeto de elevar a público las decisiones anteriores, y (iii) realizar cuantas gestiones fueren necesarias o convenientes para tal validez de los presentes acuerdos y su inscripción, total o parcial, en los registros correspondientes."

VIII. Que la Sociedad ha recibido con fecha de hoy la carta de dimisión de Dña. María Lorena Salamanca Cuevas renunciado de su cargo como consejera del consejo de administración de la Sociedad, constando en la carta su aceptación a los efectos de los artículos 111 del Reglamento del Registro Mercantil.

IX. Igualmente D. Víctor Marcelino Salamanca Carrasco y D. Víctor Salamanca Cuevas presentes en la reunión firman el acta dejando constancia de su dimisión como consejeros de la Sociedad tal y como se refleja de la transcripción del Acuerdo Primero anterior.

X. Que consta en el acta la firma de D. Víctor Salamanca Cuevas por la que acepta su nombramiento como administrador único, con efectos desde la fecha de hoy y declara que no se haya incurso en prohibición o incompatibilidad y, en concreto, en las recogidas en el artículo 213 de la Ley de Sociedades de Capital, en la Ley 3/2015, de 30 de marzo, reguladora del ejercicio del alto cargo de la Administración General del Estado, ni de cualquier otra norma concordante que resulte de aplicación.

Y PARA QUE ASÍ CONSTE y surta los efectos legales y formales expido la presente certificación en Madrid, a 5 de agosto de 2020.

EL ADMINISTRADOR ÚNICO

SIGUE LA FIRMA

D. Víctor Salamanca Cuevas

AUXADI CONTABLES & CONSULTORES, S.A.
Calle Nanclares de Oca, 1ºB
28022 - Madrid

A la atención de la junta general de accionistas

En Madrid, a 5 de Agosto 2020

Muy Sres. Míos:

Por medio de la presente yo, Dña. María Lorena Salamanca Cuevas, pongo en su conocimiento mi dimisión como consejera y secretaria consejera del consejo de administración de la sociedad **AUXADI CONTABLES & CONSULTORES, S.A.** (la **Sociedad**), con efectos desde la fecha de la presente carta de dimisión, lo que les comunico a los efectos oportunos.

Pongo en su conocimiento que no mantengo con la Sociedad ninguna reclamación por cese en el cargo, remuneraciones pendientes o cualquier otro concepto.

Asimismo, firmo la presente carta a los efectos del artículo 111 del Reglamento del Registro Mercantil aceptando expresa e íntegramente el nombramiento del nuevo administrador único y renunciando a efectuar oposición alguna contra la citada designación.

Atentamente,

SIGUE LA FIRMA

Dña. María Lorena Salamanca Cuevas

ES COPIA SIMPLE