

**CONDITIONS FOR
ACCESS, REGISTRATION, USE AND OPERATION OF
THE SHAREHOLDER ELECTRONIC FORUM
OF EBRO FOODS, S.A.**

Annual General Meeting 2016



1. Object

These Conditions for Access, Registration, Use and Operation of the Electronic Shareholder Forum of Ebro Foods, S.A. (the “**Particular Conditions**”) regulate the enabling and provision of the Electronic Shareholder Forum of Ebro Foods, S.A. (the “**Forum**”) and the guarantees, terms and conditions for access and use thereof by the shareholders of Ebro Foods, S.A. (the “**Company**” or “**Administrator**”) and any voluntary associations that may be set up in accordance with the laws and regulations in place from time to time.

These Particular Conditions complement the Regulations of the Electronic Shareholder Forum of Ebro Foods, S.A. approved by the Board (the “**Regulations**”) and the conditions for access and use of the company’s website (the “**Legal Notice**”), which will be fully applicable to access, registration, use and operation of the Forum in all aspects not regulated in the Regulations or these Particular Conditions or not modified by or incompatible with the provisions of these documents.

For this purpose, the Regulations, Particular Conditions and Legal Notice jointly form the operating rules of the Forum (the “**Rules for Use**”).

The Company reserves the right to modify at any time, without notice, the presentation, layout, operation and contents of the Forum and Rules for Use, without prejudice to the applicable legal provisions.

2. Acceptance of the Rules for Use

Registration as user of the Forum (“**User**”) and access and/or use thereof shall imply full, unreserved acceptance of the terms and conditions of the Rules of Use.

3. Forum Administrator

The Company shall be considered Administrator of the Forum on the conditions and with the powers stipulated in the Rules of Use, reserving the power of interpretation in the event of any doubt or discrepancy regarding the use thereof.

The Company, as Forum Administrator, reserves the right to ban from the Forum any Users who breach the Rules of Use.

The Administrator has the power, but not the obligation, to control use of the Forum and the contents of communications published in the Forum, for which the Users sending them are exclusively responsible. In any case, the Administrator may establish such tools for screening and moderating the contents of communications and remove contents when they may be considered unlawful or infringing current laws, the Rules of Use or the principles of good faith.

If the Administrator establishes tools for screening the requests for registration, deregistration or modification of Users and publication in the Forum of the communications made by Users, the maximum time limit for accepting those requests or communications shall be two business days. Similarly, the Administrator may answer

any communication made by Users through the e-mail address provided by the User or by such other means of communication as it may deem fit.

The Administrator will be available for interested parties and Users from 10:00 - 13:00 on Mondays - Fridays that are business days in Madrid.

4. Registration of Users

As stipulated in Article 5.2 of the Regulations of the Forum and section 539.2 of the Corporate Entities Act, access to and use of the Forum is reserved exclusively to the individual shareholders of the Company and any voluntary associations of shareholders set up in accordance with prevailing laws.

To register in the Forum, a registration process must be completed, in which the interested parties must prove:

- (i) Their identity; and
- (ii) Their status as shareholders or duly organised voluntary association of shareholders.

Interested parties shall also indicate a mobile telephone number and an e-mail address to enable communication among Users and with the Administrator.

In particular, as proof of the identity of the interested party:

- (i) Individuals who are shareholders and wish to register as Users of the Forum must have a recognised or advanced electronic signature, based on either an electronic identity card (DNIe) or a recognised, valid electronic certificate issued by the Spanish Certification Agency (CERES), operating under the Fábrica Nacional de Moneda y Timbre (National Mint), and identify themselves in the registration process with that device.
- (ii) Foreign individuals who are shareholders and wish to register as Users of the Forum must contact the Administrator, at foroelectronico@ebrofoods.es, who will inform them of the documents proving their identity to be sent to that e-mail address in order to process their registration as User.
- (iii) Legal or voluntary representatives of voluntary associations of shareholders set up in accordance with prevailing laws, or of corporate shareholders (Spanish or foreign) who wish to register as Users of the Forum must contact the Administrator, at foroelectronico@ebrofoods.es, who will inform them of the documents proving the legal personality and valid existence of the association or shareholder represented and powers of attorney of the representative to be sent to that e-mail address in order to process their registration as User.
- (iv) Moreover, to prove that they are shareholders, all shareholders, whether natural or legal persons, Spanish or foreign, shall submit a copy of the certificate of recognition or title issued by the bank at which their shares are deposited or of

the corresponding bank statement or any other documents normally accepted for this purpose that prove they are shareholders.

All documents submitted by the interested parties in the registration process shall be sent as *pdf* files.

In any case, the Company reserves the right to request interested parties accessing the Forum to provide additional proof of identity, that they are shareholders and/or of their valid existence, as it may deem fit.

Once they are registered, all Users: (i) will have access to the Forum; (ii) may consult and, if appropriate, second the communications published by other Users; and (iii) may send communications on any of the issues indicated in point 4 of the Regulations.

The User may also modify his details or request deregistration from the Forum at any time using the options available in the Forum.

Access to and use of the Forum by Users shall be subject to their continuing to meet the above conditions at all times. If the Company, as Forum Administrator, has reasonable doubts at any time as to whether those conditions are met by any registered User, it may require that User to provide such information or documents as it may deem fit to prove that the conditions are still met. In this regard, the Company may suspend or cancel the registration of any Users who fail to prove, to the Company's satisfaction, that they meet the conditions according to their interpretation of the Rules of Use and the current laws and regulations.

5. Operation of the Forum

5.1 Contents of communications

The exclusive purpose of the Forum is to publish the communications made by Users in connection with the issues indicated in Article 4 of the Forum Regulations.

Users shall request the publication of communications using the forms available in the Forum, which shall necessarily include:

- (i) Identification of the User making the communication.
- (ii) Statement of the communication, briefly outlining the contents of the initiative.
- (iii) Brief description and/or justification of the communication.

Users shall send communications in text format and may attach *pdf* files.

The communications made by Users shall be strictly personal and, except in the case of corporate or institutional shareholders and duly authorised associations of shareholders, no communications received from shareholders' representatives, share-pooling arrangements or shareholders' agreements, depositories, financial intermediaries or other persons acting for or on behalf of shareholders shall be published.

By making a communication the Registered User is assumed to warrant and represent that the contents are legal and conform to laws, the Rules of Use and principles of good faith, that the User has all the necessary authorisations and permissions to make the communication in question and that it does not infringe any third party rights.

5.2 Publication of communications in the Forum

The Administrator may check that any communications made by Users comply with the law, Rules of Use and principles of good faith and may refuse to include in the Forum or remove therefrom any communication it considers does not confirm.

Communications published in the Forum shall include a statement thereof, description/justification, the attached file, if any, and the date and time they are inserted in the Forum.

The e-mail addresses of the Users making the communications published in the Forum shall be available for other Users as soon as they adhere to or second the proposals or initiatives contemplated therein.

The communications made by Users who leave the Forum, at their own initiative or by decision of the Administrator, shall automatically be excluded, as will all communications related therewith or linked thereto.

At the end of the General Meeting of Shareholders, the Administrator reserves the right to eliminate and delete all the communications published in the Forum.

6. Administrator's liability

The Company is not responsible for the accuracy, truth, validity, legality or relevance of the communications submitted by Users or for the opinions expressed by the latter.

The Company will be answerable only for its own services and contents directly published by it, identified with its copyright as a trademark or intellectual or industrial property of the Company.

By accessing and/or using the Forum, all Users declare that they are aware of and accept that they are solely and exclusively responsible in all cases for their use of the Forum.

The Administrator expressly reserves the right to deny access and/or use of the Forum and not to publish or to withdraw communications made by any Users who infringe the prevailing laws and regulations, the Rules of Use or the principles of good faith.

Users shall be liable for any damages that may be caused to the Company, another User or any third party as a result of their access to and/or use of the Forum (including in particular the making of communications) in breach of any provision of prevailing laws and regulations, the Rules of Use or the principles of good faith.

7. No licence

The Company authorises Users to use the intellectual and industrial property rights regarding the EDP application of the Forum solely for the purposes indicated in point 4



of the Regulations and on the terms and conditions established in the Rules of Use. Users shall abstain from obtaining or endeavouring to obtain access to and use of the Forum and its contents through means or procedures other than those established or indicated in each case.

The Company does not grant any licences or authorisations of whatsoever nature to use its intellectual or industrial property rights or over any other property or right related with the Forum other than as stipulated in the preceding paragraph.

8. Cost of use

Access to and use of the Forum by Users is free of charge, without prejudice to any cost incurred by Users for the connection using the telecommunications network supplied by the access provider that they may have contracted.

9. Personal data protection and security

All aspects contained in the Legal Notice regarding the security and protection of personal data are applicable to the Forum. In particular, the personal data provided by Users or generated through use of the Forum will be processed by the Company for administration and control of the operation of the Forum, in accordance with the applicable laws and the Rules of Use.

The Users of the Forum accept and expressly authorise publication of their personal data in the Forum.

Users may exercise their rights of access, rectification, opposition and cancellation regulated in the Data Protection Act by sending a letter and enclosing a photocopy of their national identity card to the Shareholders' Office of Ebro Foods, S.A., Paseo de la Castellana 20, 3^a planta, 28046 Madrid, Spain, or by sending those documents to foroelectronico@ebrofoods.es.

10. Mail box

Any Users who have suggestions or proposals on how to improve the Forum, or who require technical assistance, wish to report contents that do not comply with the Rules of Use, or who wish to exercise their rights as recognised in the personal data protection laws may write to foroelectronico@ebrofoods.es. This electronic mail box is provided for the service of Users and to improve the quality of the Forum and does not imply any control or responsibility of the Administrator.

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