



City of Buenos Aires, October 29, 2024

Messrs
Comisión Nacional de Valores
Bolsa de Comercio de Buenos Aires
Mercado Abierto Electrónico S.A.

**Ref.: GCDI S.A. - Relevant Fact . Request for Consent –
Series XVI and XVII Notes**

Dear Sirs,

In my capacity as Market Relations Officer at GCDI S.A. (the "Company"), we hereby addressing you in order to inform that the Board of Directors of the Company at its meeting held on October 29, 2024, , resolved by means of this request for consent (the "Consent Request"), and subject to obtaining the consent of the Required Majorities in relation to each class of Notes (as such terms are defined below), request the Noteholders (as such term is defined below), a standstill of the payment of interests accrued under of the Notes scheduled for November 11, 2024, until January 15, 2025, or until the date provided by the documentation that implements the Restructuring of the Notes (as said term is defined below), whichever occurs first (the "Standstill"), so that the Company may continue to negotiate the restructuring of the Notes with the Noteholders (the "Restructuring of the Notes").

In addition, the Board of Directors resolved to request from the Class XVI Holders (as such term is defined below) a waiver of the "Limitation on Incurring Financial Indebtedness" established in the fifth amendment to the Prospectus Supplement (as such term is defined below) dated November 7, 2022, in order for the Company to be entitled to incur Financial Indebtedness in an amount of up to US\$35,000,000, that it will be subordinated and subject in its right to payment –under the terms of Article 2575 of the Civil and Commercial Code of Argentina– in the event of insolvency procedures of the Company, to the payment of the Notes (the "Debt Limit Waiver", and together with the Standstill, the "Standstill & Waiver"), all in order to optimize the refinancing of the Company's liabilities and its financial structure.

It is reported that the request for consent to the Standstill is addressed (i) to the holders of the class XVI notes, guaranteed, at an incremental fixed interest rate, maturing on February 11, 2027, denominated and payable in U.S. Dollars, BCBA Code: TGCHO, CVSA Code: 54609 (the "Class XVI Holders" and the "Class XVI Notes", respectively); and (ii) to the holders of the class XVII notes, at a fixed interest rate, maturing on February 11, 2027, denominated and payable in U.S. Dollars, BCBA Code: TGCIO, CVSA Code: 54610 (the "Class XVII Holders" and the "Class XVII Notes" and together with the Class XVI Notes, "Notes"), issued under the Company's Global Notes Issuance Program for a nominal value of up to US\$50,000,000 (fifty



million U.S. Dollars) (or its equivalent in other currencies) (the "Program"), and in accordance with the terms and conditions set forth in: (i) the Program's prospectus dated January 27, 2020 (the "Prospectus"); (ii) the Prospectus supplement to the Notes dated February 3, 2020 (as amended from time to time, including without limitation the fifth addendum dated November 7, 2022, the "Prospectus Supplement").

In this context, through this Consent Request, the Company requests the Class XVI Holders and the Class XVII Holders (collectively, the "Noteholders") to irrevocably agree to obtain the Standstill & Waiver, by sending their consent to this Consent Request (the "Noteholder Consent"), and to the terms and conditions of which this Consent Request refers, and incorporates by reference.

Capitalized terms used herein and not defined herein shall have the meanings assigned in the Prospectus Supplement. In turn, the defined terms are used interchangeably in the plural and in the singular.

In this regard, Noteholders are informed that:

(i) the Standstill shall be deemed approved to the extent that Class XVI Holders representing at least 66.00% of the outstanding principal amount of the Class XVI Notes and Class XVII Holders representing at least 51.00% of the outstanding principal amount of the Class XVII Notes, reliably consent to the implementation of the Standstill (the "Majorities for the Standstill");

(ii) the Debt Limit Waiver shall be deemed approved to the extent that the Class XVI Holders representing at least 66.00% of the outstanding principal amount of the Class XVI Notes, reliably consent to the implementation of the Debt Limit Waiver (the "Majority for the Debt Limit Waiver"), and together with the Majorities for the Standstill, the "Required Majorities";

(iii) Noteholders who wish to accept the Standstill and/or the Debt Limit Waiver must give their consent, by signing and submitting the Noteholder Consent to the Company no later than November 4, 2024 at 3:00 p.m. (the "Expiration Date"). The Company may, at its sole discretion and at any time, extend the Expiration Date, which shall be informed by the Company through a publication on the website of the Securities Exchange Commission (*Comisión Nacional de Valores*) (the "CNV", after its Spanish acronym), www.argentina.gob.ar/cnv (the "CNV Website") through the Financial Information Highway (the "AIF"), on the Company's website (<http://ri.gcdi.com/>) (the "Company Website"); on the website of Mercado Abierto Electrónico S.A. (the "MAE"), www.mae.com.ar (the "MAE Website"), on the website of the Buenos Aires Stock Exchange (the "BCBA") (<https://bolsar.info/>) (the "BCBA Website");

(iv) each Noteholder, before making any decision regarding the Consent Request, shall make its own independent assessment with respect to the information contained in the Prospectus, the Prospectus Supplement, this Consent Request, the Noteholder Consent, and the benefits and risks involved; and shall consult with its own advisors regarding the legal aspects,



commercial, financial, tax and/or other related to the Standstill & Waiver and the Noteholder Consent;

(v) this Consent Request does not imply a recommendation or suggestion by the Company or any agent or organizer or financial advisor to Noteholders to give their Noteholder Consent, and nothing in this Consent Request should be construed as legal, commercial, financial, tax and/or other advice by the Company or any agent or organizer or financial advisor;

(vi) a copy of the Prospectus, the Prospectus Supplement, the Company's financial statements and all relevant information of the Company published in the AIF, on the Company's Website, on the MAE Website, on the BCBA Website and at the Company's registered office may be accessed, located at Miñones 2177, First Floor, Department "B", City of Buenos Aires, Argentina, on business days from 10:00 a.m. to 6:00 p.m.; and, likewise, you may ask all the questions and doubts you have in relation to the Standstill & Waiver, the Consent Request and/or the Noteholder Consent to the authorities of the Company, to the following contact address: inversores@gcdi.com.ar;

(vii) this Consent Request, the Noteholder Consent and any other documents relating to the Standstill & Waiver may be signed both in physical format and by any electronic means. In all instruments generated by electronic means, the requirement of a person's signature will be satisfied if an electronic signature is used, in which case they are considered private instruments signed in accordance with the provisions of Sections 286 and 287 of the Civil and Commercial Code of Argentina, and will be valid and binding in all their terms and conditions, and they must be considered as reliable means, even when they are signed by electronic signature, and will have the same validity as if they had been signed in physical format;

(viii) the presentation of a Noteholder Consent will constitute an irrevocable commitment to grant such other documents and consents as may be necessary or in any way required by the Company, for the purposes of validly implementing the Standstill & Waiver;

(ix) by submitting an Noteholder Consent the Noteholders acknowledge and agree: (a) that they are afforded the opportunity to request from the Company the examination of all additional public information that the Noteholders deem necessary to verify the accuracy of the information contained in the Prospectus, the Prospectus Supplement, the financial statements, the Consent Request and in the Noteholder Consent; (b) you shall not rely on the Company, or any person associated with the Company, in connection with your investigation of the accuracy of such information or your investment decision; (c) no person has been authorized to provide any information or make any representations about the Company, the Notes or the Standstill & Waiver, except as contained in this Consent Request. In the event that it has been or is supplied or formulated, such information or statement must not be considered authorized or consented to by the Company, nor attributed to the Company; and (d) at the time of granting the Noteholder Consent for the granting of the Standstill and/or the Debt Limit Waiver, the Noteholder must be aware of all the implications that this entails, and acknowledges that obtaining the Noteholder Consents without the need for assembly is a valid mechanism for obtaining the Standstill & Waiver; and



(x) with the exception of the provisions of Section 120 of Law No. 26,831 as amended and supplemented, the Company does not assume any type of liability for damages that may be suffered by the Noteholders, directly or indirectly related to the Noteholder Consent, the Consent Request and the obtaining of the Standstill & Waiver, as appropriate, whatever the origin of such damages.

Noteholders who wish to send the Noteholder Consent to the Company may do so from the date of this Consent Request, and until the Expiration Date, through any of the following alternatives: (i) sending the signed Noteholder Consent to the Company, in paper, to the address of Miñones 2177, First Floor, Department "B", (C1428ATG) City of Buenos Aires, Argentina; or (ii) the sending of the signed Noteholder Consent to the Company, in digital format, to the email address inversores@gcdi.com.ar; or (iii) the sending of the Noteholder Consent to the Company, in digital format, through the Noteholder's trading or settlement agent.

Noteholders who submit Noteholder Consents declare that such Noteholder Consents are irrevocable, and cannot be revoked or withdrawn after their presentation (even in case of extension of the Expiration Date).

The Company will determine all issues related to the validity, form, date of receipt and formal collection of the Noteholder Consents and the obtaining of the consent of the Required Majorities. The interpretation of the Noteholder Consents will be made by the Company and the Noteholder Consent will be final and conclusive, without obligation for the Company to notify any irregularity in the presentations made by the Noteholders or their agents.

In the event that the Company obtains the consent of the Majorities for the Standstill and/or the Majority for the Debt Limit Waiver, the Standstill and/or the Debt Limit Waiver will be conclusive and binding for all Noteholders, whether they have made the Consent Statement or not, and it will also be for all future holders of the Notes.

Kindly Regards,

Daniel Antúnez
Market Relations Officer