


Fecha:	DICIEMBRE 2022						
Sociedad:	CNP ASSURANCES						
Tipo de documento:	Contrato /Anexos <input type="checkbox"/>	Presupuesto/ Proyecto <input type="checkbox"/>	Doc. Consejo <input type="checkbox"/>	Doc. Hacienda <input type="checkbox"/>	Doc. DGSFP <input type="checkbox"/>	Doc. Planes/EPSP <input type="checkbox"/>	Otro: PROPUESTA TECNICA
Solicitado por: <i>(Director del CODIR)</i>	DAVID LATTES						
Contenido / Objetivo: Principal Acuerdo, entregables y descripción del servicio	EY PORTUGAL LPS						

Cumplimentar en caso de contrato, presupuestos, proyectos, u obligaciones de pago

Denominación del Documento:	DOSSIER LPS PORTUGAL		
Apoderado/s de CNP: <i>(según importe económico del contrato)⁽¹⁾</i>	DAVID LATTES		
Contraparte: <i>(proveedor, o interviniente)</i>	EY PORTUGAL		
Fecha de inicio del contrato:			
Fecha de vencimiento del contrato:			
Transferencia de datos:	<input type="checkbox"/> S/N	Tipo de Tratamiento:	Encargado <input type="checkbox"/> Responsable <input type="checkbox"/> Corresponsable <input type="checkbox"/>
Renovación Tácita:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Preaviso Cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar preaviso:
Penalización por cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe:
Actualización precio por IPC, etc.:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Delegación actividades críticas:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar:
KPI / SLA:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Presupuestado:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe (IVA incluido):
Código CECO:			
Código PEP:			
Activable:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Periodicidad del pago:	Mensual <input type="checkbox"/>	Trimestral <input type="checkbox"/>	Anual <input type="checkbox"/> Pago único <input type="checkbox"/>

- OBLIGATORIO -

Responsable del Departamento y Director del CODIR correspondiente:	Fecha:	Firma:	Firma:
Verificación de Control Financiero: <i>En el caso de que el gasto sea activable.</i>	Fecha:	Firma:	
Verificación de Control de Gestión: <i>En el caso de que el gasto esté presupuestado y el pedido o la factura no superen el presupuesto, no será necesaria la firma del Control de Gestión.</i>	Fecha:	Firma:	
Revisión Asesoría Jurídica: <i>(persona del equipo legal que ha revisado el contrato y verificado que cumple con todos los requerimientos solicitados)</i>	Fecha:	Firma:	
Comentarios Asesoría Jurídica:			
Verificación de Compras:	Fecha:	Firma:	
Director General o Directora Operativa o Directora Financiera:	Fecha:	Firma:	
Director General o Directora Operativa:	Fecha: 22/12/2022	Firma: 	



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November 30th, 2022
Madrid

CNP Assurances

Ref. Proposal for regulatory support in Portugal

We are pleased to provide you with our Proposal for CNP Assurances (hereinafter, "CNP" or the "Entity") regarding the identification of applicable regulatory framework in Portugal and the review of the European passporting notification to be submitted before relevant French supervisory Authorities (ACPR) to start operating in Portugal under Freedom to provide services regime (henceforth the "Project").

EY guarantees the highest commitment during the progress of the Project of its Partner, Enrique Fernández Albarracín, and the execution of the Project by the best professionals of his Team. We have a multidisciplinary team with deep expertise in different processes before the General Directorate of Insurance and Pension Funds. Furthermore, EY currently has a set of tools and its own specific methodology, validated in the market in similar projects, which allow us to achieve results and meet deadlines with high added value for our clients.

Our services are subject to the terms & conditions enclosed in this letter, in its annex, which include our General Terms of Business, and the scope and fees applicable to our Services (jointly, the present "Contract" or the "Proposal").

In the confidence about this engagement letter deserves your approval, and in testimony of your conformity with the terms here exposed, we would appreciate if you send to Enrique Fernández Albarracín this letter duly signed along with all its annexes.

Please do not hesitate to contact Enrique Fernández Albarracín or anyone on his team, in case you have any query or need to request any extended information, in order to solve anything you need previously to our provision of Services.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Enrique Fernández Albarracín', written over a horizontal line.

Enrique Fernández Albarracín
Partner Ernst & Young Abogados, S.L.P.
Responsible for Legal & Regulatory of the Financial Sector

IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL

CNP Assurances



Signed by:

ID Number:

Copy of this letter together with all the annexes for its signature and reference to EY, for the attention of Enrique A. Fernández Albarracín.

Annexes:

Annex I - Terms and Scope of the Services

Annex II - General Terms and Conditions

Likewise, in compliance with Anti-Money Laundering and Financing of the Terrorism regulation, provided that EY is an obliged subject, we request you to facilitate us the following information:

- (i) Copy of the ID Card or passport of the representative of CNP who signs the acceptance of the present Proposal;
- (ii) Copy of the power of attorney of such person; and
- (iii) Commercial Registry excerpt or certificate of the Entity, including company name, address, corporate purpose and Tax number.

Whether your Company is ultimately owned or controlled by a natural person (s) who, directly or indirectly holds over 25% of the Company's equity or voting rights, or otherwise has either direct or indirect control over the management of your Company, in which case you shall identify him/her by stating his/her name(s) and surname(s) in the lines below. In the absence of a response from you, EY will assume that your Company is not owned or controlled by any such natural person(s).

ANNEX I - TERMS AND SCOPE OF SERVICES

1. Objective and approach

CNP is expanding their business across Europe and in particular, has decided to start offering specific insurance solutions in Portugal under freedom to provide services regime.

2. Scope of the Project

Given the aforementioned, CNP has requested EY support in the following matters:

Support from EY France: EY support would consist in the sanity check of the notification letter prepared by CNP teams to be submitted to the ACPR.

Support from EY Portugal: EY Portugal will assist CNP in get a better understanding of applicable regulatory framework in Portugal. In this sense, EY Portugal will prepare a memorandum that will include:

- (i) Identification of the key regulatory topics required under Portuguese law for entities like CNP to distribute their products in Portugal under Freedom to provide services regime (e.g. appoint a local tax representative, appoint a local legal representative, local claims service support);
- (ii) Identification of key rules of conduct to be complied with and impacts due to local rules on insurance policies (e.g. amendments needed in their existing policies, additional information to be provided, etc);
- (iii) Identification of key elements to be considered when appointing local distributors in Portugal acting under Freedom to provide services regime (e.g. elements to be included in contracts, potential reporting to ASF, limits to be respected in order for the ASF not to require establishment of a Branch, etc).

Estimate calendar for the delivery of this memorandum is 12 business days as from the signature of this engagement letter.

3. Work Team

The team that shall be assigned to this Project has strong technical and coordination skills acquired during the development of similar Projects.

Our principal team for the development of this Project will be composed by the following persons:

- Juan María Gonzalo Lasheras, Partner, EY Spain Legal & Regulatory Practice.
- Jorge Fernández Garcia, Director of the Legal & Regulatory Practice.
- Raul Imaz Trejo, Manager of the Legal & Regulatory Practice.
- Manuel Cordeiro, Partner EY Portugal.

- Mathieu Françon - Senior Manager EY France.

4. Fees and payment method

Furthermore, as many additional support as required for the provision of the previously described services shall be assigned to this Project.

Our professional fees are calculated depending on the dedication and experience of our assigned lawyers to the Project and the added value given by the "Know-how" of our organization in the professional collaboration.

The organization of the team and the professional profiles contemplate the nature of the tasks to carry out and is based on our experience on similar projects.

Considering the services to be provide and the experience of our professionals, CNP agrees to provide EY will fees amounting to 10.500 EUR in respect of the services described in Section 2 above.

Please note that indirect expenses and taxes are not included and will included in each of the relevant invoices to be issued. In addition, a charge equal to 3% of our fees will be added to cover estimated costs associated with the development and use of technology in the delivery of our services.

Invoicing of fees incurred with regards to these services shall be issued upon de delivery of the draft memorandum by EY to CNP.

5. Sign and acceptance of the Proposal

We wish that the present Proposal deserves your approval, in which case, we kindly request you to send us back a signed copy of it, together with the additional documentation that we show down below, together with a sign copy of the attached document that includes the General Terms of Business which form an integral part of the Proposal (Annex II).

ANNEX II - GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Structure

1. These General Terms and Conditions, together with the Cover Letter and any applicable Statement of Work and any annexes, form the contractual structure for the provision of Services by EY to Client.
2. For the purposes of this Agreement, "party" means either EY or Client.
3. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.

Definitions

4. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Cover Letter or applicable Statement of Work. The following terms are defined as specified below:
 - (a) "Client Affiliate" means an entity that controls, is controlled by, or is under common control with, Client in accordance with Section 42 of Spanish Commercial Code.
 - (b) "Client Information" means information obtained by EY from Client or from a third party on Client's behalf.
 - (c) "Deliverables" means any advice, communications, information, technology or other content that EY provides under this Agreement.
 - (d) "EY Firm" means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.
 - (e) "EY Persons" means EY's or any other EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees.
 - (f) "Internal Support Services" means internal support services utilized by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.
 - (g) "Personal Data" means Client Information relating to identified or identifiable natural persons.

- (h) "Report" means a Deliverable (or any portion of a Deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.
- (i) "Support Providers" means external service providers of EY and other EY Firms and their respective subcontractors.
- (j) "Tax Advice" means tax matters, including tax advice, tax opinions, tax returns or the tax treatment or tax structure of any transaction to which the Services relate.

Provision of the Services

5. EY will provide the Services using reasonable skill and care and in accordance with Spanish Civil Code and applicable professional standards.
6. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with Client directly. EY will remain solely responsible to Client for the performance of the Services.
7. EY will act as an independent contractor and not as Client's employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services as well as the use and implementation of the Services and Deliverables.
8. Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY reasonably requires to perform the Services.
9. Client Information will be accurate and complete in all material respects. EY will rely on Client Information, and, unless EY expressly agrees otherwise in writing, EY will have no responsibility to verify it. The provision of Client Information (including Personal Data), resources and assistance to EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

Deliverables

10. All Deliverables are intended for Client's use in accordance with the applicable Statement of Work under which they are provided.

11. Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.
12. Unless otherwise provided for in a Statement of Work, Client may not disclose a Report (or any portion or summary of a Report), or refer to EY or to any other EY Firm or EY Person in connection with the Services, except:
 - (a) to Client Affiliates (subject to these disclosure restrictions);
 - (b) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services;
 - (c) to Client's statutory auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;
 - (d) to the extent, and for the purposes, required by applicable law (and Client will promptly notify EY of such legal requirement to the extent Client is permitted to do so);
 - (e) to other persons (with EY's prior written consent), who may use it only as specified in such consent; or
 - (f) to the extent it contains Tax Advice.

If Client discloses a Report (or a portion thereof), Client shall not alter, edit or modify it from the form provided by EY. Client shall inform those to whom it discloses a Report (other than disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without EY's prior written consent. Subject to the foregoing, Client is not prohibited by this Section 12 from using Deliverables that do not qualify as Reports in communication with third parties provided that: (i) there is no reference to, or communication of, EY's or any other EY Firm's involvement in the development of such Deliverables, and (ii) Client assumes sole responsibility for such use and communication.

Limitations

13. As part of the parties' commercial arrangements, the parties have mutually agreed the following limitations of liability (which also apply to others for whom Services are provided under this Agreement):
 - (a) Neither party will be responsible for any amount with respect to loss of profit, data or goodwill, or any other indirect damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

- (b) Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise aggregate damages in excess of three times the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services
- (c) If EY is liable to Client (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, EY's liability to Client shall be several, and not joint, with such others, and shall be limited to EY's proportionate share of that total loss or damage, based on EY's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of EY's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- (d) Client shall make any claim relating to the Services or otherwise under this Agreement no later than five years counting from the date the obligation can be enforced.

14. The limitations set out in Sections 13(b) and (d) above will not apply to losses or damages caused by EY's fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
15. Client (and any others for whom Services are provided under this Agreement) may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or EY Person. Client shall make any claim or bring proceedings only against EY.





No Responsibility to Third Parties

16. Unless specifically otherwise agreed with Client in writing, EY's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through Client (or at Client's request) to a third party (including but not limited to permitted disclosures to third parties under Section 12, Client agrees to hold EY, as well as the other EY Firms and the EY Persons, harmless against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure.

Intellectual Property Rights

17. Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Statement of Work, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not Client Information contained in them), shall be the property of EY.
18. Client's right to use Deliverables under this Agreement arises following payment for the Services.

Confidentiality, Data Protection & Security

19. Except as otherwise permitted by this Agreement, neither party may disclose to third parties any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement;
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - (e) must be disclosed under applicable law, legal process or professional regulations.

20. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers to the same extent as if EY had engaged in the conduct itself.
21. Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). Client Information, including any Personal Data, will be processed in accordance with applicable law, and appropriate technical and organizational security measures will be implemented to protect it. Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program, available at www.ey.com/bcr. Further information about EY's processing of Personal Data is available at www.ey.com/privacy.
22. As a professional services firm, EY is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law, EY acts as an independent controller, and not as a processor under Client's control or as a joint controller with Client. For Services where EY acts as a processor processing Personal Data on Client's behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.
23. EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.
24. If Client requires EY to access or use Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices or for their performance or compliance with Client requirements or applicable law.

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25. To facilitate the performance of the Services, EY may provide access to, or otherwise make available, technology-enabled collaboration tools and platforms to Client personnel or third parties acting on Client's behalf or at Client's request. Client shall be responsible for all such persons' compliance with the terms applicable to the use of such tools and platforms.

Compliance

26. In connection with the performance of its respective rights and obligations under this Agreement, EY and Client each will comply with all laws and regulations of any jurisdiction applicable to it from time to time concerning or relating to bribery or corruption.

EY, as a services provider, may be under a legal obligation to obtain information to identify its Clients/contracting parties and beneficial owners. In such case, Client undertakes, if applicable, to provide EY with all the necessary information to comply with the aforementioned legal obligation.

Fees and Expenses Generally

27. Client shall pay EY's professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. Client shall also reimburse EY for other reasonable expenses incurred in performing the Services. EY's fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which Client shall pay (other than taxes imposed on EY's income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following the date of each of EY's invoices.
28. EY may charge additional professional fees if events beyond its control (including Client's acts or omissions) affect EY's ability to perform the Services as agreed in the applicable Statement of Work or if Client asks EY to perform additional tasks.
29. If EY is required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, Client shall reimburse EY for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless EY is a party to the proceeding or the subject of the investigation.

Force Majeure

30. Neither party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such party's reasonable control.

Term and Termination

31. This Agreement applies to all Services whenever performed (including before the date of this Agreement or the applicable Statement of Work).
32. This Agreement shall terminate on the completion of the Services. Either party may terminate this Agreement, or any particular Services, upon ten days' prior written notice to the other. In addition, EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.
33. Client shall pay EY for all work-in-progress, Services already performed, and expenses incurred by EY up to and including the effective date of the termination or expiration of this Agreement, as well as any applicable termination fees set forth in the applicable Statement of Work.
34. The term of this Agreement will expire after five (5) years (the "Term"), unless the parties mutually agree to renew or extend it. For clarity, this Agreement shall survive with respect to any Statement of Work entered into during the Term, even if such Statement of Work remains in effect beyond the Term.

Governing Law and Dispute Resolution

35. This Agreement, and any non-contractual matters or obligations arising out of it or the Services, shall be governed by, and construed in accordance with, the laws of Spain.

Except as otherwise expressly agreed in writing, Any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Madrid courts, to which each party agrees to submit for these purposes.

Miscellaneous

36. This Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements.

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37. Each party may execute this Agreement, as well as any modifications to it, by electronic means, and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement.
38. Client agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including Client's competitors.
39. Neither party shall assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other party; provided, however, that EY may assign any of its rights and obligations under this Agreement to (i) any other EY Firm and/or (ii) any entity resulting from, or established as part of, a restructuring, sale or transfer of an EY Firm department or division, provided further that any such assignment does not materially affect the continuity of the Services. EY shall provide Client with notice of any such assignment.
40. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
41. Client acknowledges that the U.S. Securities and Exchange Commission regulations indicate that, where auditor independence is required, certain confidentiality restrictions related to tax structure may render the auditor to be deemed to be non-independent or may require specific tax disclosures. Accordingly, if and only to the extent that U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between Client or any of Client's associated entities and any EY Firm, with respect to the tax treatment or tax structure of any transaction to which the Services relate, Client represents, to the best of its knowledge, as of the date of this Agreement, that neither Client nor any of its affiliates has agreed, either orally or in writing, with any other advisor to restrict Client's ability to disclose to anyone such tax treatment or tax structure. Client agrees that the impact of any such agreement is its responsibility.
42. Neither party may use or reference the other's name, logos or trademarks without its prior written consent, provided that EY may use Client's name publicly to identify Client as a client in connection with specific Services or otherwise.
43. The limitations in Sections 13 and 15 and the provisions of Sections 16, 21, 23 and 388 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

51

Las Partes pactan la introducción de las dos siguientes cláusulas en la Engagement Letter Ref. Proposal for regulatory support in Portugal de fecha 30 de noviembre de 2022.

PRIMERA. PREVENCIÓN FRENTE AL FRAUDE, SOBORNO Y CORRUPCIÓN.

CNP Assurances, S.A., Sucursal en España tiene tolerancia cero en lo que se refiere a prácticas de soborno y corrupción, manteniendo un estricto control para prevenir el fraude, por lo que cuenta con políticas cuyo objetivo es prevenir estas prácticas en el seno de la entidad y en cualquier relación con terceros. Se adjunta al presente Carta inseparable sobre los Principios Éticos que aplican a CNP Assurances, S.A., Sucursal en España y de los que Ernst & Young Abogados, S.L.P. (en adelante Ernst & Young) debe ser conocedor y respetar en sus relaciones con CNP Assurances, S.A., Sucursal en España.

Con base a lo anterior, Ernst & Young declara contar con políticas y procedimientos internos adecuados aplicables a sus empleados, así como a cualquier tercero que colabore con Ernst & Young para prevenir y evitar la participación en actividades relacionadas con el fraude, la corrupción y el soborno y que serán de aplicación en el desarrollo de la prestación del servicio solicitado. Adicionalmente, ambas Partes declaran que la aceptación de la prestación del servicio solicitado se celebra única y exclusivamente para desarrollar objetivos de negocio y que, en ningún caso, atiende a intereses particulares de cualesquiera de las Partes o al propósito de obtener una ventaja indebida para una de las Partes, uno de sus empleados o directivos.

En concreto, Ernst & Young garantiza, en relación con el Servicio de asesoramiento solicitado, que no existirán ventajas financieras o de cualquier otro tipo que hayan sido acordadas o que lo sean en el futuro con cualquier persona perteneciente al Grupo CNP o terceras partes que colaboren con el mismo.

El incumplimiento de cualquiera de las previsiones anteriores será considerado como un incumplimiento grave y dará derecho a CNP Assurances, S.A., Sucursal en España a su terminación inmediata sin perjuicio de cualesquiera otras acciones legales que le pudieran corresponder.

SEGUNDA. APLICACIÓN SOBRE SANCIONES FINANCIERAS.

CNP Assurances, S.A., Sucursal en España no realizará pago de cantidad alguna que le pueda exponer o implique cualquier sanción, prohibición o aplicación de medidas restrictivas, en virtud de resoluciones de cualquier organismo internacional y, en especial, aquellas promulgadas por las Naciones Unidas, la Unión Europea, los Estados Unidos de América, los Gobiernos Francés y/o Español, así como cualquier autoridad que pertenezca a los anteriores.

CNP Assurances, S.A., Sucursal en España tendrá derecho a rescindir el Contrato de Servicio de asesoramiento recurrente en materia de protección de datos en el caso de que

Ernst & Young adquiera la categoría de persona sancionada o se le aplique una medida restrictiva en virtud de resoluciones de cualquier organismo internacional y, en especial, aquéllas promulgadas por las Naciones Unidas, la Unión Europea, los Estados Unidos de América, los Gobiernos Francés y/o Español, así como cualquier autoridad que pertenezca a los anteriores.

Y, en prueba de conformidad con lo que antecede, las Partes suscriben el presente Anexo 2 en Madrid, en Madrid a 21 de diciembre de 2022.

Por duplicado a un solo efecto.

Ernst & Young Abogados, S.L.P.

FERNANDEZ
ALBARRACIN
ENRIQUE

~~Fdo. J. ALFONSO XXXXXXXXXXXXX~~
00837720Z Socio

Digitally signed by FERNANDEZ
ALBARRACIN ENRIQUE
ALFONSO - 00837720Z
DN: cn=FERNANDEZ
ALBARRACIN ENRIQUE
ALFONSO - 00837720Z, c=ES,
email=j.alfonso@ernstyoung.com
Date: 2023.02.08 16:21:28
01'00'

**CNP ASSURANCES, S.A., SUCURSAL EN
ESPAÑA**

Fdo.: David Vincent Lattes
Director General



Principios Éticos del Grupo CNP Assurances al que pertenece CNP Assurances, S.A., Sucursal en España.



**ÉTICA DE NEGÓCIOS.
EL GRUPO CNP ASSURANCES SIGUE FIEL A SUS COMPROMISOS.**

La ética es un elemento crucial de los principios corporativos del grupo CNP Assurances.

En un entorno cambiante, nuestro compromiso con valores fundamentales es una posición insoslayable.

La adhesión de CNP Assurances al Pacto Mundial de la ONU en el año 2003 es la prueba más fehaciente de este compromiso.

Fraude, corrupción, tráfico de influencias, conflicto de intereses, blanqueo de capitales son lacras contra las que el grupo CNP Assurances lucha y reafirma una tolerancia cero. La implementación de medidas enérgicas guían nuestras acciones en nuestras relaciones comerciales, ya sea con nuestros clientes, proveedores o socios comerciales.

También seguiremos atentos al cumplimiento de prácticas comerciales justas.

Esperamos de cada colaborador del Grupo y de nuestros socios un comportamiento ejemplar y responsable.

La satisfacción de los clientes y de nuestros socios es nuestra máxima prioridad y, aunque valoramos el reconocimiento de la calidad del servicio prestado, no queremos recibir regalos, obsequios ni ningún otro beneficio.

De este modo, mantenemos una total imparcialidad en nuestra toma de decisiones y respetamos los principios de integridad y ética del grupo CNP Assurances.

You will find these principles in C@pEthic, our Group code of conduct, on our corporate site at www.cnp.fr and in our policies, available on request.

Stéphane DEDEYAN
Director General

Evelyn TORTOSA
Director Conformidad Grupo

Leído y conforme,

Ernst & Young Abogados, S.L.P.

**Enrique Fernandez
Albarracin**

Fdo.: XXXXXXXXXXXXXXXXXXXXXXXX
Socio

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