

<b>Fecha:</b>	01/08/2023						
<b>Sociedad:</b>	CNP ASSURANCES S.A. SUCURSAL EN ESPAÑA						
<b>Tipo de documento:</b>	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/EPVS <input type="checkbox"/>	Otro:
<b>Solicitado por:</b>	Fabrice Alberti						
<b>Contenido / Objetivo:</b> Principal Acuerdo, entregables y descripción del servicio	SEPA CORE DIRECT DEBIT COLLECTIONS CONTRACT						

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

<b>Denominación del Documento:</b>	SEPA CORE DIRECT DEBIT COLLECTIONS CONTRACT		
<b>Apoderado/s de CNP:</b> <i>(según importe económico del contrato)<sup>(1)</sup></i>	DAVID LATTES		
<b>Contraparte:</b> <i>( proveedor, o interviniente)</i>	BNP PARIBAS		
<b>Fecha de inicio del contrato:</b>			
<b>Fecha de vencimiento del contrato:</b>			
<b>Renovación Tácita:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Preaviso Cancelación:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar preaviso:
<b>Penalización por cancelación:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe:
<b>Actualización precio por IPC, etc.:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Delegación actividades críticas:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar:
<b>KPI / SLA:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Presupuestado:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe (IVA incluido):
<b>Código CECO:</b>			
<b>Código PEP:</b>			
<b>Activable:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Periodicidad del pago:</b>	Mensual <input type="checkbox"/>	Trimestral <input type="checkbox"/>	Anual <input type="checkbox"/> Pago único <input type="checkbox"/>

**- OBLIGATORIO -**

<b>Responsable del Departamento y Director correspondiente:</b> Fabrice Alberti	Fecha: 01/08/2023	Firma: 	Firma:
<b>Verificación de Control Financiero:</b> <i>En el caso de que el gasto sea activable.</i>	Fecha: 01/08/2023	Firma:	
<b>Verificación de Control de Gestión:</b> <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: 01/08/2023	Firma:	
<b>Revisión Asesoría Jurídica:</b> <i>(persona del equipo legal que ha revisado el contrato y verificado que cumple con todos los requerimientos solicitados) Nereida Guardiola/Ernesto Thode</i>	Fecha: 01/08/2023	Firma:	
<b>Comentarios Asesoría Jurídica:</b>			
<input type="checkbox"/> CORRESPONSABLE <input type="checkbox"/> ENCARGADO <input type="checkbox"/> RESPONSABLE <input checked="" type="checkbox"/> N/A			
<b>Verificación de Compras:</b> Thierry Vasquez	Fecha: 01/08/2023	Firma:	
<b>Representante Legal o Director Financiero</b> David Lattes	Fecha: 01/08/2023	Firma: 	



**BNP PARIBAS**

## **SEPA CORE DIRECT DEBIT COLLECTIONS CONTRACT**

Between the undersigned:

**CNP ASSURANCES, S.A., SUCURSAL EN ESPAÑA** having its registered office at CRA DE SAN JERONIMO, 2 with registered number 01W0013620J at Madrid, Spain,

Referred to hereafter as the « **Creditor** »

**And**

**BNP PARIBAS**, a joint-stock company which has its registered office at 16, Boulevard des Italiens, 75009 PARIS, with a share capital of 2.488.925.578 Euro, is registered at the Paris Trade and Companies Registry under number B 662 042 449 and has a Branch in Portugal, which is located at Rua Galileu Galilei nº2 13ºPiso 1500-392 Lisboa with a share capital of Euros 60.000.000, is registered at the Lisbon Trade Registry with incorporation and tax number 980000416,

Referred to hereafter as the « **Creditor Bank** »,

The Creditor and the Creditor Bank being referred to hereafter individually as a « Party » and collectively as the « **Parties** ».

### **Recitals:**

The Creditor wishes to issue SEPA (Single Euro Payments Area) direct debit collections for the recovery of its debts. Therefore he approached the Creditor Bank in order set up the SEPA Core Direct Debit service and, if applicable, to obtain a SEPA creditor identifier as defined hereafter.

### **Now therefore it is agreed as follow:**

#### **Article 1 – Purpose**

The purpose of the present contract (hereafter the « **Contract** ») is to set out the terms and conditions of the processing of SEPA direct debits issued by the Creditor towards debtors.

Where appropriate, the Contract completes the General and Specific Contractual Conditions for the Opening and Handling of the Legal Person Account agreement applicable to the Parties concerning SEPA direct debit collections, referred as Specific Conditions Relating to Payment Services. The Contract and said provisions of the specific conditions relating to payment services replace any other agreement in whatever form that might have been previously concluded between the Parties on that subject.

Except where specified otherwise in the Contract, in case of conflict with the general and specific conditions, the provisions of the Contract shall prevail.

## Article 2 – Definitions

**Account:** account held in the books of the Creditor Bank in the name of the Creditor and on which the funds relating to the Collections are credited. The banking details of the Account are specified in Appendix 1,

**Batch of Collections:** ensemble of SEPA Collections,

**Debit Date:** is the business day determined by the Creditor on which the SEPA Collections are to be debited from the account of the Debtor,

**Debtor:** a natural or legal person who has authorised the debit of its account with the amount of the SEPA Collection(s),

**Debtor Bank:** the bank where the account to be debited is held and which has concluded an agreement with the Debtor about the rules and conditions of a product based on the Scheme. On the basis of this agreement, it executes each Collection of the direct debit originated by the Creditor by debiting the Debtor's account, in accordance with the Rulebook,

**Debtor Reference Party:** the natural person or legal entity in whose name the invoice is issued. In general, the Debtor Reference Party is also the debtor. The Debtor Reference Party may also have its debts paid by a third party on the account of whom it may (or may not) hold power of attorney,

**File:** an electronic envelope containing on or several SEPA Collections and/or one or several Batches of Collections,

**First Collection:** SEPA Collection which is initiated for the first time by a new Debtor or on the grounds of a new Mandate,

**Mandate:** previous authorisation given by a Debtor to the Creditor to allow him to debit his account with the amount of one or several SEPA Collections. This authorisation can be for regular recurring payments or for only one single payment,

**Mandate reference:** the specific reference number assigned by the Creditor to each Mandate,

**One-off Collection:** First Collection which is not to be followed by a Recurrent Collection,

**Recurrent Collection:** any SEPA Collection other than the First Collection linked to the same Debtor and the same Mandate reference,

**Reject: SEPA** Collection that is diverted from normal execution, prior to inter-bank settlement, and is initiated by a Debtor Bank,

**Return: SEPA** Collection that is diverted from normal execution after inter-bank settlement and is initiated by a Debtor Bank,

**Revocation:** request by the Creditor to recall the instruction for a SEPA Collection until a date agreed with the Creditor Bank. This forms part of the bilateral agreement between Creditor and Creditor Bank and is not covered by the Scheme,

**Refund:** a claim by the Debtor for reimbursement of a direct debit. A Refund is available for authorized as well as for unauthorized direct debit payments in accordance with the rules and procedures set out in the Rulebook. A request for a Refund must be sent to the Debtor Bank after Settlement and within the period specified in section 4.3. of the Rulebook,

**Rulebook:** the document setting out rules and business standards for the SEPA Core Direct Debit Scheme,

**"R" Transactions:** payment transaction which cannot be properly executed by a payment service provider or which results in exception processing, inter alia, because of a lack of funds, revocation, a wrong amount or a wrong date, a lack of mandate or wrong or closed account.

**Scheme:** The SEPA Core Direct Debit Scheme, as defined in the Rulebook.

**SEPA Collection:** debt recovery scheme initiated by the Creditor authorised to do so by a Mandate, as defined in the SEPA Core Direct Debit Scheme Rulebook. Direct debit may be one-off or recurrent.

**SEPA Creditor Identifier (SCI):** specific code provided by the Creditor Bank to the Creditor. If the Creditor has already obtained such a number from another institution than the Creditor Bank, it shall communicate it to the Creditor Bank so that the latter can use it to identify the Creditor.

## **Article 3 – Operational rules**

### **3.1 Processing of the SEPA Collections**

Under the terms of the Contract, the Creditor may initiate One-off or Recurrent Collections.

The SEPA Collections are processed by the Creditor Bank under the terms and conditions specified in the Contract.

The Creditor, or a duly authorised person acting on its behalf, sends to the Creditor Bank the Files containing the SEPA Collection instructions complying with the conditions specified in the Contract and especially in Appendix 1, in particular with those regarding the execution period and the required formats.

If the Debit Date communicated to the Creditor Bank is not a business day, the SEPA Collection instruction will be executed by the Creditor Bank on the following business day.

The Creditor may use all or part of his commercial names of the Creditor appearing on the list of creditors. Any SEPA Collection request sent to the Creditor Bank for execution which does not refer to one of the names appearing on the list of creditors will not be processed.

### **3.2 Crediting of the Account**

Subject to performance and to the provisions of article 3.1 hereabove, the Creditor Bank credits the Account on Debit Date with the amounts effectively received.

Within the application of the provisions of article 5.2 hereunder, the Creditor authorises the Creditor Bank to debit the Account with the amount of Rejects, Returns or Refunds. Detailed information regarding such Rejects, Returns or Refunds is communicated by the Creditor Bank to the Creditor.

### 3.3 Revocation

Any Revocation of a SEPA Collection instruction by the Creditor must be notified to the Creditor Bank in writing. The request must be signed by the Creditor and must be received by the Creditor Bank at least on the day before the business day on which the transaction is to be executed. Such Revocation can only be effective if the payment has not been executed by the Debtor in the meantime.

### 3.4 Claims

The Creditor Bank is and remains third to any dispute or contest, as well as to their consequences in particular financial ones, regarding the presented SEPA Collections or the relationships between the Creditor and (i) any Debtor, or a duly authorised person acting on its behalf, or (ii) any Debtor Reference Party.

Without prejudice to the provisions of the applicable legal or regulatory rules, the Creditor Bank will not be liable before Creditor, Debtor or third party, for any financial consequences of any claim or dispute under the Contract, and the Creditor will engage upon request to immediately reimburse Creditor Bank of any and all sums the damages and losses directly incurred by the Creditor Bank in those circumstances should be asked to pay, arising from the execution of any debit instructions that it have been transmitted by the Creditor under the Contract, and not due to the gross negligence or wilful misconduct of the Creditor Bank.

The Creditor Bank will not be equally responsible for the damages derived from errors of transmission, deficiencies techniques, interferences or dis-connexions of any systems of communication occurred within the scope of the Contract.

## **Article 4 – Mandates**

The Creditor undertakes to dispose of a Mandate signed by the Debtor and conform with the prescriptions of the EPC "European Payment Council" before initiating any Collection.

The Creditor Bank may at any time request a copy of a Mandate from the Creditor who shall communicate such Mandate within the seven (7) following Business days.

The Creditor is responsible for the storing of the Mandate together with any amendments relating to it during the legal conservation period.

Regarding the collection, the processing and the storage of data related to the Mandate, the Creditor undertakes to respect any applicable regulatory and legal provision related to the protection of privacy and the processing of personal data.

It is reminded that the Mandate must contain an explicit reference to the underlying contract between the Creditor and the Debtor. It must also detail the nature, the due date, and where possible, the exact amount of the domiciliated debt.

A SEPA Collection may only be duly established if the Debtor Reference Party is informed prior to the underlying agreement.

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The Creditor is responsible for the control of the completion of the Mandate with all the required data. Thus, the Creditor assumes the responsibility of the consequences of an invalid authorisation given by the Debtor or by a duly authorised person acting on its behalf, even on the grounds of correctly addressed invoices.

Before any First Collection, the Creditor has to communicate to the Debtor the information required for the domiciliations as specified in the template mandate set out in Appendix 2.

The layout of the Mandate is not standardised, but the mandatory set of information established by the EPC, in particular the SCI and the unique Mandate reference (UMR) as well as all mandatory legal wording must be contained in the Mandate.

## **Article 5 – Declarations and Undertakings of the Creditor**

### 5.1 Declarations

The Creditor declares that before the signature of the Contract, it has taken knowledge on the website of the EPC of all of the rules (hereafter the "**Rulebook**") and implementation guidelines of the SEPA "Core" direct debit.

### 5.2 Undertakings

Other than the provisions of the Contract, the Creditor undertakes during the entire term of the Contract to respect all its obligations as a creditor issuing SDD collections specified in the Rulebook.

Therefore, the Creditor undertakes in particular to:

- request the obtaining of a SCI in order to use it for the issuing of any SEPA Collection,
- obtain and use the Mandates collected conform to the conditions set out in article 4 of the Contract and in the Rulebook,
- strictly respect in the Mandate the terms and conditions agreed with the Debtor,
- to deliver before any First Collection to the current or future Debtors and Debtor Reference Parties, sufficient information regarding the respective rights and obligations of the Creditor and the Debtor,
- pre-notify the Debtors for each SEPA Collection that he intends to initiate in application of the Mandates he detains, within the time period provided by the Rulebook or agreed with the Debtor,
- to reply (i) to all requests of the Creditor Bank regarding Refunds within a period of eight (8) weeks and (ii), during a period of thirteen (13) months plus a processing period of thirty (30) calendar days beginning on the date of the debit from the Debtor's account, to any claim by the Debtor for a non authorised transaction.

In case of serious and repeated breach by the Creditor of the rules applying to the SEPA Core Direct Debit, the Creditor Bank may refuse to present his SEPA Collections and/or request the withdrawal of its SCI. In that case, the Creditor Bank will inform the Creditor by registered letter with return receipt.

Furthermore, if in case of a Refund or Return, the Debtor's bank has not recovered the entire amount of the funds previously debited on the account of its client, the Creditor undertakes to

reimburse directly the Debtor's bank with the amount of the funds still due in respect of the said Refund or Return.

## **Article 6 – Financial conditions**

In respect of the provision and use of the services subject to the Contract, the pricing terms applied to the Creditor are detailed in Appendix 3.

The conditions regarding invoicing tariff revision terms are defined in Appendix 3.

During the entire term of the Contract, the Creditor authorises the Creditor Bank to debit the fees due in respect of the execution of the services subject to the Contract from the Account.

## **Article 7 – Term and termination**

### 7.1 Term

The Contract shall become effective as from the date of its signature by the Parties and is concluded for an unlimited duration.

### 7.2 Termination

The Contract may be terminated at any time by any Party with a thirty (30) days notice sent to the other Party by registered letter with return receipt.

In case of violation of the obligations specified in Article 5 of the Contract by the Creditor, the Creditor Bank may terminate the Contract by registered letter with return receipt.

The Contract will become null and void without need of any particular notification of the Creditor on the effective date of the closure of the Account.

If the Contract is terminated for any reason whatsoever, the Creditor undertakes to:

- i) keep the Account in question open for ten (10) weeks after the last crediting of a direct debit to this Account.
- ii) reimburse as soon as requested a Return and/or a Refund for (fifteen) 15 months after the last crediting of a direct debit to the Account.

## **Article 8 – Whole agreement & contractual modifications**

### 8.1 Whole agreement

The present contract and its appendices 1 to 4 represent the whole agreement between the Parties.

### 8.2 Amendments

Other than the amendments jointly agreed in writing and duly signed by the Parties, the Creditor Bank may unilaterally modify the content of the Contract under the condition to inform the Creditor ninety (90) days before said modifications become effective.

Any modification of the Parties' obligations and/or the operational rules of the *SEPA Core Direct Debit* consecutive to a decision of the EPC, will be automatically applicable to the Parties as from their effective date; the Creditor Bank undertakes to inform the Creditor of such modifications as soon as possible.

In case of disagreement, the Creditor may terminate the Contract under the conditions set out in article 7.2 hereabove. The absence of termination by the Creditor within the period stated hereabove means that he accepts the new provisions.

## **Article 9 – Governing law and Jurisdiction**

### 9.1 Governing law

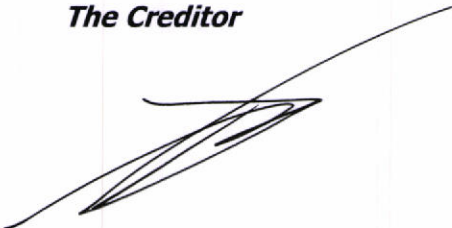
The Contract shall be governed by Portuguese law.

### 9.2 Jurisdiction

Any dispute arising from the interpretation or execution of the Contract which has not been resolved within a period of thirty (30) calendar days as from notice sent to the other Party, shall be submitted to the Courts of Lisbon.

Signed in \_\_\_\_\_, on \_\_\_/\_\_\_/\_\_\_ in two original copies.

***The Creditor***



***The Creditor Bank***



## APPENDIX 1

### 1. Scope:

The Parties submit the execution of the SEPA Collections to the following conditions:

- domiciliation country of the SEPA Collections: **Spain**
- maximum number of SEPA Collections per Batch of Collections: **100**
- maximum number of Batch of Collections per month: **500**
- maximum amount per SEPA Collection: **3.000 €**
- maximum amount per Batch of Collections: **30.000€**

Authorised collection types:

The Creditor is authorised to initiate One-off and Recurrent Collections.

The Creditor is only allowed to initiate One-off Collections.

The Creditor is only allowed to initiate Recurrent Collections.

### 2. Contabilización de los Rechazos y las Devoluciones:

Individual

Agrupado

### 3. Liste of creditors

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

### 4. Account details

ES9501490101130305203004

### 5. Unique Creditor reference

ES30ZZZW0013620J

### 6. Format of the Files

Pain008.01.00\*

## **APPENDIX 2**

### **Mandate**

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## APPENDIX 3

### Financial terms

#### 1. Tariffs

SEPA Direct Debit Instruction	0,03 €
R-Transactions	0,10 €
Manual Intervention	10,00 €

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**BNP PARIBAS**

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Except where specified otherwise in the Contract, in case of conflict with the general and specific conditions, the provisions of the Contract shall prevail.



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CORPORATE & INSTITUTIONAL BANKING

Torre Ocidente

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SDD Core 102012 1/10

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## Article 2 – Definitions

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### Article 3 – Operational rules

#### 3.1 Processing of the SEPA Collections

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#### 3.2 Crediting of the Account

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### 3.4 Claims

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Without prejudice to the provisions of the applicable legal or regulatory rules, the Creditor Bank will not be liable before Creditor, Debtor or third party, for any financial consequences of any claim or dispute under the Contract, and the Creditor will engage upon request to immediately reimburse Creditor Bank of any and all sums the damages and losses directly incurred by the Creditor Bank in those circumstances should be asked to pay, arising from the execution of any debit instructions that it have been transmitted by the Creditor under the Contract, and not due to the gross negligence or wilful misconduct of the Creditor Bank.

The Creditor Bank will not be equally responsible for the damages derived from errors of transmission, deficiencies techniques, interferences or dis-connexions of any systems of communication occurred within the scope of the Contract.

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Therefore, the Creditor undertakes in particular to:

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- pre-notify the Debtors for each SEPA Collection that he intends to initiate in application of the Mandates he detains, within the time period provided by the Rulebook or agreed with the Debtor,
- to reply (i) to all requests of the Creditor Bank regarding Refunds within a period of eight (8) weeks and (ii), during a period of thirteen (13) months plus a processing period of thirty (30) calendar days beginning on the date of the debit from the Debtor's account, to any claim by the Debtor for a non authorised transaction.

In case of serious and repeated breach by the Creditor of the rules applying to the SEPA Core Direct Debit, the Creditor Bank may refuse to present his SEPA Collections and/or request the withdrawal of its SCI. In that case, the Creditor Bank will inform the Creditor by registered letter with return receipt.

Furthermore, if in case of a Refund or Return, the Debtor's bank has not recovered the entire amount of the funds previously debited on the account of its client, the Creditor undertakes to



reimburse directly the Debtor's bank with the amount of the funds still due in respect of the said Refund or Return.

#### **Article 6 – Financial conditions**

In respect of the provision and use of the services subject to the Contract, the pricing terms applied to the Creditor are detailed in Appendix 3.

The conditions regarding invoicing tariff revision terms are defined in Appendix 3.

During the entire term of the Contract, the Creditor authorises the Creditor Bank to debit the fees due in respect of the execution of the services subject to the Contract from the Account.

#### **Article 7 – Term and termination**

##### **7.1 Term**

The Contract shall become effective as from the date of its signature by the Parties and is concluded for an unlimited duration.

##### **7.2 Termination**

The Contract may be terminated at any time by any Party with a thirty (30) days notice sent to the other Party by registered letter with return receipt.

In case of violation of the obligations specified in Article 5 of the Contract by the Creditor, the Creditor Bank may terminate the Contract by registered letter with return receipt.

The Contract will become null and void without need of any particular notification of the Creditor on the effective date of the closure of the Account.

If the Contract is terminated for any reason whatsoever, the Creditor undertakes to:

- i) keep the Account in question open for ten (10) weeks after the last crediting of a direct debit to this Account.
- ii) reimburse as soon as requested a Return and/or a Refund for (fifteen) 15 months after the last crediting of a direct debit to the Account.

#### **Article 8 – Whole agreement & contractual modifications**

##### **8.1 Whole agreement**

The present contract and its appendices 1 to 4 represent the whole agreement between the Parties.

##### **8.2 Amendments**

Other than the amendments jointly agreed in writing and duly signed by the Parties, the Creditor Bank may unilaterally modify the content of the Contract under the condition to inform the Creditor ninety (90) days before said modifications become effective.

bc

Any modification of the Parties' obligations and/or the operational rules of the *SEPA Core Direct Debit* consecutive to a decision of the EPC, will be automatically applicable to the Parties as from their effective date; the Creditor Bank undertakes to inform the Creditor of such modifications as soon as possible.

In case of disagreement, the Creditor may terminate the Contract under the conditions set out in article 7.2 hereabove. The absence of termination by the Creditor within the period stated hereabove means that he accepts the new provisions.

## Article 9 – Governing law and Jurisdiction

### 9.1 Governing law

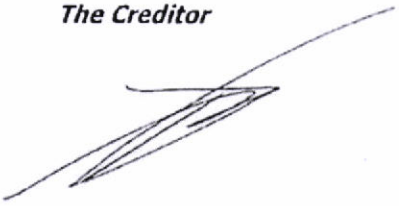
The Contract shall be governed by Portuguese law.

### 9.2 Jurisdiction

Any dispute arising from the interpretation or execution of the Contract which has not been resolved within a period of thirty (30) calendar days as from notice sent to the other Party, shall be submitted to the Courts of Lisbon.

Signed in \_\_\_\_\_, on \_\_\_/\_\_\_/\_\_\_ in two original copies.

**The Creditor**



**The Creditor Bank**

 **BNP PARIBAS**  
CORPORATE & INSTITUTIONAL BANKING  
Torre Ocidente  
Rua Galileu Galilei, nº 2 – 13º piso  
1500-392 Lisboa

Assinatura(s)  
Conferida(s)  
em \_\_\_/\_\_\_/\_\_\_

## APPENDIX 1

### 1. Scope:

The Parties submit the execution of the SEPA Collections to the following conditions:

- domiciliation country of the SEPA Collections: **Spain**
- maximum number of SEPA Collections per Batch of Collections: **100**
- maximum number of Batch of Collections per month: **500**
- maximum amount per SEPA Collection: **3.000 €**
- maximum amount per Batch of Collections: **30.000€**

### Authorised collection types:

The Creditor is authorised to initiate One-off and Recurrent Collections.

The Creditor is only allowed to initiate One-off Collections.

The Creditor is only allowed to initiate Recurrent Collections.

### 2. Contabilización de los Rechazos y las Devoluciones.

Individual

Agrupado

### 3. Liste of creditors

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

### 4. Account details

ES9501490101130305203004

### 5. Unique Creditor reference

ES30ZZZW0013620J

### 6. Format of the Files

Pain008.01.00\*



**BNP PARIBAS**  
CORPORATE & INSTITUTIONAL BANKING

Torre Occidente  
Rua Galileu Galilei, nº 2 - 13º piso  
1500-392 Lisboa

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## APPENDIX 2

### Mandate

 **BNP PARIBAS**  
CORPORATE & INSTITUTIONAL BANKING  
Torre Ocidente  
Rua Galileu Galilei, nº 2 – 13º piso  
1500-392 Lisboa

SC

## APPENDIX 3

### Financial terms

#### 1. Tariffs

SEPA Direct Debit Instruction	0,03 €
R-Transactions	0,10 €
Manual Intervention	10,00 €

 **BNP PARIBAS**  
CORPORATE & INSTITUTIONAL BANKING  
Torre Ocidente  
Rua Galileu Galilei, nº 2 - 13º piso  
1500-392 Lisboa

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14	01/08/2023														
<b>Sociedad:</b>	CNP ASSURANCES														
<b>Tipo de documento:</b>	<table border="1"> <tr> <td>Contrato /Anexos</td> <td>Presupuesto/ Proyecto</td> <td>Doc. Consejo</td> <td>Doc. Hacienda</td> <td>Doc. DGSFP</td> <td>Doc. Planes/EPSV</td> <td>Otro:</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Contrato /Anexos	Presupuesto/ Proyecto	Doc. Consejo	Doc. Hacienda	Doc. DGSFP	Doc. Planes/EPSV	Otro:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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<b>Solicitado por:</b>	Eve Regagnon														
<b>Contenido / Objetivo:</b> Principal Acuerdo, entregables y descripción del servicio	BNP PARIBAS SEPA CORE														

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

<b>Denominación del Documento:</b>	CONTRATO DE SEPA CORE DE BNP PARIBAS		
<b>Apoderado/s de CNP:</b> <i>(según importe económico del contrato)<sup>(1)</sup></i>	DAVID LATTES		
<b>Contraparte:</b> <i>( proveedor, o interviniente)</i>			
<b>Fecha de inicio del contrato:</b>			
<b>Fecha de vencimiento del contrato:</b>			
<b>Renovación Tácita:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Preaviso Cancelación:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar preaviso:
<b>Penalización por cancelación:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe:
<b>Actualización precio por IPC, etc.:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Delegación actividades críticas:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar:
<b>KPI / SLA:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Presupuestado:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe (IVA incluido):
<b>Código CECO:</b>			
<b>Código PEP:</b>			
<b>Activable:</b>	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
<b>Periodicidad del pago:</b>	Mensual <input type="checkbox"/>	Trimestral <input type="checkbox"/>	Anual <input type="checkbox"/> Pago único <input type="checkbox"/>

**- OBLIGATORIO-**

<b>Responsable del Departamento y Director correspondiente:</b> <i>F ALBERTI</i>	Fecha:	Firma:	Firma:
<b>Verificación de Control Financiero:</b> <i>En el caso de que el gasto sea activable.</i>	Fecha:	Firma:	
<b>Verificación de Control de Gestión:</b> <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:	
<b>Revisión Asesoría Jurídica:</b> <i>(persona del equipo legal que ha revisado el contrato y verificado que cumple con todos los requerimientos solicitados)</i>	Fecha: 19/02/2023	Firma: NA	
<b>Comentarios Asesoría Jurídica:</b>	<input type="checkbox"/> CORRESPONSABLE <input type="checkbox"/> ENCARGADO <input type="checkbox"/> N/A		
<b>Verificación de Compras:</b>	Fecha:	Firma:	
<b>Representante Legal o Director Financiero</b> David Lattes	Fecha: 01/08/2023	Firma:	

(1) Véase rangos de importes económicos según hoja de pedido.



**BNP PARIBAS**

## SEPA CORE DIRECT DEBIT COLLECTIONS CONTRACT

Between the undersigned:

**CNP ASSURANCES, S.A., SUCURSAL EN ESPAÑA** having its registered office at CRA DE SAN JERONIMO, 2 with registered number 01W0013620J at Madrid, Spain,

Referred to hereafter as the « **Creditor** »

**And**

**BNP PARIBAS**, a joint-stock company which has its registered office at 16, Boulevard des Italiens, 75009 PARIS, with a share capital of 2.488.925.578 Euro, is registered at the Paris Trade and Companies Registry under number B 662 042 449 and has a Branch in Portugal, which is located at Rua Galileu Galilei nº2 13ºPiso 1500-392 Lisboa with a share capital of Euros 60.000.000, is registered at the Lisbon Trade Registry with incorporation and tax number 980000416,

Referred to hereafter as the « **Creditor Bank** »,

The Creditor and the Creditor Bank being referred to hereafter individually as a « Party » and collectively as the « **Parties** ».

### Recitals:

The Creditor wishes to issue SEPA (Single Euro Payments Area) direct debit collections for the recovery of its debts. Therefore he approached the Creditor Bank in order set up the SEPA Core Direct Debit service and, if applicable, to obtain a SEPA creditor identifier as defined hereafter.

**Now therefore it is agreed as follow:**

### Article 1 – Purpose

The purpose of the present contract (hereafter the « **Contract** ») is to set out the terms and conditions of the processing of SEPA direct debits issued by the Creditor towards debtors.

Where appropriate, the Contract completes the General and Specific Contractual Conditions for the Opening and Handling of the Legal Person Account agreement applicable to the Parties concerning SEPA direct debit collections, referred as Specific Conditions Relating to Payment Services. The Contract and said provisions of the specific conditions relating to payment services replace any other agreement in whatever form that might have been previously concluded between the Parties on that subject.

Except where specified otherwise in the Contract, in case of conflict with the general and specific conditions, the provisions of the Contract shall prevail.



**BNP PARIBAS**

CORPORATE & INSTITUTIONAL BANKING

Torre Ocidente

Rua Galileu Galilei, nº 2 – 13º piso  
1500-392 Lisboa

SDD Core 102012 1/10

Classification: Confidencial

## Article 2 – Definitions

**Account:** account held in the books of the Creditor Bank in the name of the Creditor and on which the funds relating to the Collections are credited. The banking details of the Account are specified in Appendix 1,

**Batch of Collections:** ensemble of SEPA Collections,

**Debit Date:** is the business day determined by the Creditor on which the SEPA Collections are to be debited from the account of the Debtor,

**Debtor:** a natural or legal person who has authorised the debit of its account with the amount of the SEPA Collection(s),

**Debtor Bank:** the bank where the account to be debited is held and which has concluded an agreement with the Debtor about the rules and conditions of a product based on the Scheme. On the basis of this agreement, it executes each Collection of the direct debit originated by the Creditor by debiting the Debtor's account, in accordance with the Rulebook,

**Debtor Reference Party:** the natural person or legal entity in whose name the invoice is issued. In general, the Debtor Reference Party is also the debtor. The Debtor Reference Party may also have its debts paid by a third party on the account of whom it may (or may not) hold power of attorney,

**File:** an electronic envelope containing on or several SEPA Collections and/or one or several Batches of Collections,

**First Collection:** SEPA Collection which is initiated for the first time by a new Debtor or on the grounds of a new Mandate,

**Mandate:** previous authorisation given by a Debtor to the Creditor to allow him to debit his account with the amount of one or several SEPA Collections. This authorisation can be for regular recurring payments or for only one single payment,

**Mandate reference:** the specific reference number assigned by the Creditor to each Mandate,

**One-off Collection:** First Collection which is not to be followed by a Recurrent Collection,

**Recurrent Collection:** any SEPA Collection other than the First Collection linked to the same Debtor and the same Mandate reference,

**Reject:** SEPA Collection that is diverted from normal execution, prior to inter-bank settlement, and is initiated by a Debtor Bank,

**Return:** SEPA Collection that is diverted from normal execution after inter-bank settlement and is initiated by a Debtor Bank,

**Revocation:** request by the Creditor to recall the instruction for a SEPA Collection until a date agreed with the Creditor Bank. This forms part of the bilateral agreement between Creditor and Creditor Bank and is not covered by the Scheme,



**Refund:** a claim by the Debtor for reimbursement of a direct debit. A Refund is available for authorized as well as for unauthorized direct debit payments in accordance with the rules and procedures set out in the Rulebook. A request for a Refund must be sent to the Debtor Bank after Settlement and within the period specified in section 4.3. of the Rulebook,

**Rulebook:** the document setting out rules and business standards for the SEPA Core Direct Debit Scheme,

**"R" Transactions:** payment transaction which cannot be properly executed by a payment service provider or which results in exception processing, inter alia, because of a lack of funds, revocation, a wrong amount or a wrong date, a lack of mandate or wrong or closed account.

**Scheme:** The SEPA Core Direct Debit Scheme, as defined in the Rulebook.

**SEPA Collection:** debt recovery scheme initiated by the Creditor authorised to do so by a Mandate, as defined in the SEPA Core Direct Debit Scheme Rulebook. Direct debit may be one-off or recurrent.

**SEPA Creditor Identifier (SCI):** specific code provided by the Creditor Bank to the Creditor. If the Creditor has already obtained such a number from another institution than the Creditor Bank, it shall communicate it to the Creditor Bank so that the latter can use it to identify the Creditor.

### Article 3 – Operational rules

#### 3.1 Processing of the SEPA Collections

Under the terms of the Contract, the Creditor may initiate One-off or Recurrent Collections.

The SEPA Collections are processed by the Creditor Bank under the terms and conditions specified in the Contract.

The Creditor, or a duly authorised person acting on its behalf, sends to the Creditor Bank the Files containing the SEPA Collection instructions complying with the conditions specified in the Contract and especially in Appendix 1, in particular with those regarding the execution period and the required formats.

If the Debit Date communicated to the Creditor Bank is not a business day, the SEPA Collection instruction will be executed by the Creditor Bank on the following business day.

The Creditor may use all or part of his commercial names of the Creditor appearing on the list of creditors. Any SEPA Collection request sent to the Creditor Bank for execution which does not refer to one of the names appearing on the list of creditors will not be processed.

#### 3.2 Crediting of the Account

Subject to performance and to the provisions of article 3.1 hereabove, the Creditor Bank credits the Account on Debit Date with the amounts effectively received.

Within the application of the provisions of article 5.2 hereunder, the Creditor authorises the Creditor Bank to debit the Account with the amount of Rejects, Returns or Refunds. Detailed information regarding such Rejects, Returns or Refunds is communicated by the Creditor Bank to the Creditor.

### 3.3 Revocation

Any Revocation of a SEPA Collection instruction by the Creditor must be notified to the Creditor Bank in writing. The request must be signed by the Creditor and must be received by the Creditor Bank at least on the day before the business day on which the transaction is to be executed. Such Revocation can only be effective if the payment has not been executed by the Debtor in the meantime.

### 3.4 Claims

The Creditor Bank is and remains third to any dispute or contest, as well as to their consequences in particular financial ones, regarding the presented SEPA Collections or the relationships between the Creditor and (i) any Debtor, or a duly authorised person acting on its behalf, or (ii) any Debtor Reference Party.

Without prejudice to the provisions of the applicable legal or regulatory rules, the Creditor Bank will not be liable before Creditor, Debtor or third party, for any financial consequences of any claim or dispute under the Contract, and the Creditor will engage upon request to immediately reimburse Creditor Bank of any and all sums the damages and losses directly incurred by the Creditor Bank in those circumstances should be asked to pay, arising from the execution of any debit instructions that it have been transmitted by the Creditor under the Contract, and not due to the gross negligence or wilful misconduct of the Creditor Bank.

The Creditor Bank will not be equally responsible for the damages derived from errors of transmission, deficiencies techniques, interferences or dis-connexions of any systems of communication occurred within the scope of the Contract.

## Article 4 – Mandates

The Creditor undertakes to dispose of a Mandate signed by the Debtor and conform with the prescriptions of the EPC "European Payment Council" before initiating any Collection.

The Creditor Bank may at any time request a copy of a Mandate from the Creditor who shall communicate such Mandate within the seven (7) following Business days.

The Creditor is responsible for the storing of the Mandate together with any amendments relating to it during the legal conservation period.

Regarding the collection, the processing and the storage of data related to the Mandate, the Creditor undertakes to respect any applicable regulatory and legal provision related to the protection of privacy and the processing of personal data.

It is reminded that the Mandate must contain an explicit reference to the underlying contract between the Creditor and the Debtor. It must also detail the nature, the due date, and where possible, the exact amount of the domiciliated debt.

A SEPA Collection may only be duly established if the Debtor Reference Party is informed prior to the underlying agreement.

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The Creditor is responsible for the control of the completion of the Mandate with all the required data. Thus, the Creditor assumes the responsibility of the consequences of an invalid authorisation given by the Debtor or by a duly authorised person acting on its behalf, even on the grounds of correctly addressed invoices.

Before any First Collection, the Creditor has to communicate to the Debtor the information required for the domiciliations as specified in the template mandate set out in Appendix 2.

The layout of the Mandate is not standardised, but the mandatory set of information established by the EPC, in particular the SCI and the unique Mandate reference (UMR) as well as all mandatory legal wording must be contained in the Mandate.

## **Article 5 – Declarations and Undertakings of the Creditor**

### **5.1 Declarations**

The Creditor declares that before the signature of the Contract, it has taken knowledge on the website of the EPC of all of the rules (hereafter the "**Rulebook**") and implementation guidelines of the SEPA "Core" direct debit.

### **5.2 Undertakings**

Other than the provisions of the Contract, the Creditor undertakes during the entire term of the Contract to respect all its obligations as a creditor issuing SDD collections specified in the Rulebook.

Therefore, the Creditor undertakes in particular to:

- request the obtaining of a SCI in order to use it for the issuing of any SEPA Collection,
- obtain and use the Mandates collected conform to the conditions set out in article 4 of the Contract and in the Rulebook,
- strictly respect in the Mandate the terms and conditions agreed with the Debtor,
- to deliver before any First Collection to the current or future Debtors and Debtor Reference Parties, sufficient information regarding the respective rights and obligations of the Creditor and the Debtor,
- pre-notify the Debtors for each SEPA Collection that he intends to initiate in application of the Mandates he detains, within the time period provided by the Rulebook or agreed with the Debtor,
- to reply (i) to all requests of the Creditor Bank regarding Refunds within a period of eight (8) weeks and (ii), during a period of thirteen (13) months plus a processing period of thirty (30) calendar days beginning on the date of the debit from the Debtor's account, to any claim by the Debtor for a non authorised transaction.

In case of serious and repeated breach by the Creditor of the rules applying to the SEPA Core Direct Debit, the Creditor Bank may refuse to present his SEPA Collections and/or request the withdrawal of its SCI. In that case, the Creditor Bank will inform the Creditor by registered letter with return receipt.

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In case of violation of the obligations specified in Article 5 of the Contract by the Creditor, the Creditor Bank may terminate the Contract by registered letter with return receipt.

The Contract will become null and void without need of any particular notification of the Creditor on the effective date of the closure of the Account.

If the Contract is terminated for any reason whatsoever, the Creditor undertakes to:

- i) keep the Account in question open for ten (10) weeks after the last crediting of a direct debit to this Account.
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##### 8.1 Whole agreement

The present contract and its appendices 1 to 4 represent the whole agreement between the Parties.

##### 8.2 Amendments

Other than the amendments jointly agreed in writing and duly signed by the Parties, the Creditor Bank may unilaterally modify the content of the Contract under the condition to inform the Creditor ninety (90) days before said modifications become effective.

## APPENDIX 1

### 1. Scope:

The Parties submit the execution of the SEPA Collections to the following conditions:

- domiciliation country of the SEPA Collections: **Spain**
- maximum number of SEPA Collections per Batch of Collections: **100**
- maximum number of Batch of Collections per month: **500**
- maximum amount per SEPA Collection: **3.000 €**
- maximum amount per Batch of Collections: **30.000€**

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The Creditor is only allowed to initiate One-off Collections.

The Creditor is only allowed to initiate Recurrent Collections.

### 2. Contabilización de los Rechazos y las Devoluciones.

Individual

Agrupado

### 3. Liste of creditors

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

### 4. Account details

ES9501490101130305203004

### 5. Unique Creditor reference

ES30ZZZW0013620J

### 6. Format of the Files

Pain008.01.00\*



**BNP PARIBAS**  
CORPORATE & INSTITUTIONAL BANKING

Torre Occidente  
Rua Galileu Galilei, nº 2 – 13º piso  
1500-392 Lisboa

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Any modification of the Parties' obligations and/or the operational rules of the *SEPA Core Direct Debit* consecutive to a decision of the EPC, will be automatically applicable to the Parties as from their effective date; the Creditor Bank undertakes to inform the Creditor of such modifications as soon as possible.

In case of disagreement, the Creditor may terminate the Contract under the conditions set out in article 7.2 hereabove. The absence of termination by the Creditor within the period stated hereabove means that he accepts the new provisions.

## Article 9 – Governing law and Jurisdiction

### 9.1 Governing law

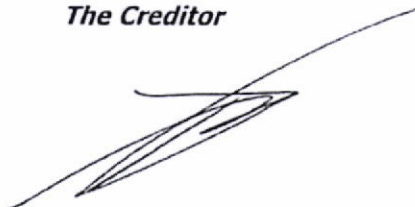
The Contract shall be governed by Portuguese law.

### 9.2 Jurisdiction

Any dispute arising from the interpretation or execution of the Contract which has not been resolved within a period of thirty (30) calendar days as from notice sent to the other Party, shall be submitted to the Courts of Lisbon.

Signed in \_\_\_\_\_, on \_\_\_/\_\_\_/\_\_\_ in two original copies.

**The Creditor**



**The Creditor Bank**



**BNP PARIBAS**  
CORPORATE & INSTITUTIONAL BANKING

Torre Ocidente  
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1500-392 Lisboa

Assinatura(s)

Conferida(s)

em \_\_\_/\_\_\_/\_\_\_

**APPENDIX 2**

**Mandate**

 **BNP PARIBAS**  
CORPORATE & INSTITUTIONAL BANKING  
Torre Ocidente  
Rua Galileu Galilei, n.º 2 – 13.º piso  
1500-392 Lisboa

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### APPENDIX 3

#### Financial terms

##### 1. Tariffs

SEPA Direct Debit Instruction	0,03 €
R-Transactions	0,10 €
Manual Intervention	10,00 €

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CORPORATE & INSTITUTIONAL BANKING  
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