

14/	05/09/2023														
Sociedad:	CNP ASSURANCES CAUTION														
Tipo de documento:	<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"/>	
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"/>										
Solicitado por:	Control Financiero														
Contenido / Objetivo: Principal Acuerdo, entregables y descripción del servicio	EY PORTUGAL														

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

Denominación del Documento:	CONTRATO DE representante fiscal		
Apoderado/s de CNP: <i>(según importe económico del contrato)⁽¹⁾</i>	DAVID LATTES		
Contraparte: <i>(proveedor, o interviniente)</i>			
Fecha de inicio del contrato:			
Fecha de vencimiento del contrato:			
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 correspondiente: <i>F. ALBERTI</i>	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: 19/02/2023 5/9/23	Firma: 	
Comentarios Asesoría Jurídica:			
<input type="checkbox"/> CORRESPONSABLE <input type="checkbox"/> ENCARGADO <input checked="" type="checkbox"/> N/A			
Verificación de Compras:	Fecha:	Firma:	
Representante Legal o Director Financiero <i>David Lattes</i>	Fecha: 01/08/2023	Firma: 	

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

CNP Assurances, Sucursal en España

CNP Caution, Sucursal en España

Att: Mr. Thierry Vasquez

Calle Cedaceros, 10

28014 MADRID

Spain

19 June 2023

Subject: Legal advisory services

Dear Mr. Thierry Vasquez,

Thank you for choosing Ricardo Reigada Pereira – Sociedade de Advogados, SP, RL ("**RRP Advogados**"), the Portuguese member law firm of EY Law global network, to provide legal advisory services to CNP Assurances, Sucursal en España and to CNP Caution, Sucursal en España (jointly referred to as "**Client**").

We appreciate the opportunity to assist you and look forward to working with you.

Our services will be subject to the terms and conditions set out in this letter, together with its appendices, namely: (i) Appendix I, which details the scope of our services, our fees and additional arrangements and (ii) Appendix II, which contains a copy of our General Terms and Conditions.

In the event of any ambiguity or discrepancy, the terms and conditions set out in Appendix I shall prevail over Appendix II.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to us at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact us, so that we can address any issues you might have before beginning to provide you our services.

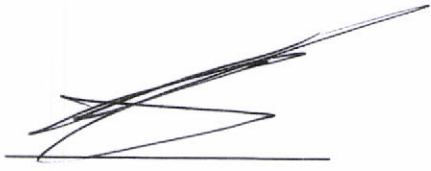
Yours sincerely,



Ricardo Reigada Pereira

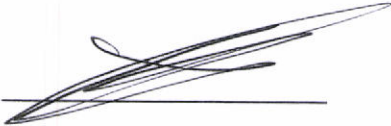
Managing Partner

Agreed on behalf of **CNP Assurances, Sucursal en España**

Authorised signatory: 

Name and position: David Vincent Lattes - Legal Representative

Agreed on behalf of **CNP Caution, Sucursal en España**

Authorised signatory: 

Name and position: David Vincent Lattes - Legal Representative

Enclosed:

- ▶ Appendix I – Statement of Work
- ▶ Appendix II – General Terms and Conditions

Appendix I

Statement of Work

1. Scope of Work

As per your request, RRP Advogados will provide the following services:

- (a) Obtaining two tax identification numbers for foreign entities;
- (b) Obtaining a tax identification number for the legal representative of each foreign entity;
- (c) Submission of the declaration of the beneficial owner of each foreign entity with the local Central Beneficial Owner Registry.

2. Fees and invoicing

We recognize the need to carry out our work in the most cost-efficient manner. Our objective is, in any event, to arrive at fees which are fair, reasonable and represent value to our clients.

Based on the scope of services set out above, we will charge the agreed fixed amount of EUR 3,000.

We will charge a discounted blended rate of EUR 175 per hour for any other legal assistance not expressly mentioned in the previous section.

Where the out-of-scope work becomes material in terms of estimated time of dedication and/or complexity, specific quotation can be agreed.

The abovementioned fees do not include any out-of-pocket expenses, including registration fees, travel costs or translations, which will be billed separately, and any applicable taxes (*e.g.* VAT). All expenses will be subject to a previous approval between RRP Advogados and CNP entities.

Our invoices are due 30 days as of the invoice issuance date. RRP will issue an invoice for each entity, according to the percentage of the total fee distribution indicated by CNP.

3. Assumptions and limitations

The terms and conditions set out in this proposal are subject to the following assumptions:

- ▶ Our work will be exclusively limited to the laws of Portugal.
- ▶ Our work will be based on the law applicable as it stands at the time the service is provided.
- ▶ Our work does not include the translation of documents.

Appendix II
General Terms and Conditions



GENERAL TERMS AND CONDITIONS

Our Relationship with You

1. We will perform the Services using reasonable skill and care.
2. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
3. We may subcontract portions of the Services to other Firms, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 10), the performance of the Services, and our other obligations under this Agreement.
4. We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your Responsibilities

5. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
6. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
7. To the best of your knowledge, all information provided by you or on your behalf ("**Client Information**") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
8. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
9. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

10. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("**Reports**"), other than Client Information, are for your internal use only, including your board of directors, your audit committee, or your statutory auditors.
11. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates), or refer to us or to any other Firm in connection with the Services, except:
 - (a) to your other lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services.
 - (b) to the extent, and for the purposes, required by law and you will promptly notify us of such legal requirement to the extent you are permitted to do so,
 - (c) to other persons (including your affiliates) with our prior written consent, who may use it only as we have specified in our consent, or
 - (d) to the extent it contains Tax Advice, as set forth in Section 12.If you are permitted to disclose a Report (or a portion thereof), you shall not alter, edit or modify it from the form we provided.

An "affiliate" of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.
12. You may disclose to anyone a Report (or any portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("**Tax Advice**"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.

13. You may incorporate into documents that you intend to use our summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. You must assume sole responsibility for the contents of those documents and you must not externally refer to us or any other Firm in connection with them.
14. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

15. If we are liable to you (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, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our 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 our 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.
16. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any of our subcontractors, members, shareholders, directors, officers, partners, principals or employees ("**Firm Persons**"). You shall make any claim or bring proceedings only against us.

Indemnity

17. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us and the other Firms against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Report.

Intellectual Property Rights

18. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("**Materials**") that we own in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing

the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

19. Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

Confidentiality

20. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us 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.

21. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
22. Unless prohibited by applicable law, we may disclose Client Information to other Firms and Firm Persons and third parties providing services on our behalf who may collect, use, transfer, store or otherwise process it (collectively 'Process') in the various jurisdictions in which they operate for purposes related to the provision of the Services, to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services (collectively 'Process Purposes'). We shall be responsible to you for maintaining the confidentiality of Client Information.
23. With respect to any Services, you represent, to the best of your knowledge, as of the date of this Agreement, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate.

An agreement of this kind could require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data Protection

24. For the Process Purposes referred to in section 22 above, we, other Firms and Firms Personnel, and third parties providing services on our behalf may Process Client Information that can be linked to specific individuals (“**Personal Data**”) in various jurisdictions in which we and any of them operate. We will Process the Personal Data in accordance with applicable law and professional regulations, including without limitation the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and any legislation regulating it. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements.
25. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

Fees and Expenses Generally

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

Force Majeure

29. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and Termination

30. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
31. We are bound by professional secrecy obligation. Our respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Governing Law and Dispute Resolution

32. This Agreement, and any non-contractual obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of Portugal
33. Except as otherwise expressly provided in the Cover Letter or in the applicable Statement of Work, any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Oporto Courts, to which each of us agrees to submit for these purposes.

Miscellaneous

34. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
35. Both of us may execute this Agreement (including Statements of Work), as well as any modifications to it, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement.
36. Each of us represents that the person signing this Agreement and any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind each of us to its terms. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement and the applicable Statement of Work.
37. You agree that we may, subject to professional obligations, act for other clients, including your competitors.
38. Neither of us may assign any of our rights, obligations or claims under this Agreement.
39. 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.

40. 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.
41. Neither of us may use or reference the other's name, logos or trademarks without its prior written consent, provided that we may use your name publically to identify you as a client in connection with specific Services or otherwise.
42. The limitations in Sections 15 to 17 and the provisions of Sections 22, 24 and 37 are intended to benefit the other Firms and all Firm Persons, who shall be entitled to enforce them.



**ANEXO A LA PROPUESTA DE
SERVICIOS PROFESIONALES**

**(Principios Éticos del Grupo
CNP)**

ENTRE

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

Y

**CNP CAUTION, SUCURSAL
EN ESPAÑA**

Y

**RICARDO REIGADA PEREIRA
– SOCIEDADE DE
ADVOGADOS, SP, RL**



Las Partes acuerdan introducir las siguientes cláusulas en el Contrato de Servicios profesionales (en adelante, el Contrato) del que este documento se constituye como Anexo inseparable:

PRIMERA. PREVENCIÓN FRENTE AL FRAUDE, SOBORNO Y CORRUPCIÓN.

CNP ASSURANCES, S.A., Sucursal en España, y CNP CAUTION, Sucursal en España, tienen 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 Anexo Carta inseparable sobre los Principios Éticos que aplican a CNP ASSURANCES, S.A., Sucursal en España, y CNP CAUTION, Sucursal en España, y de los que RICARDO REIGADA PEREIRA – SOCIEDADE DE ADVOGADOS, SP, RL (en adelante, el Proveedor) debe ser conocedor y respetar en sus relaciones con las entidades de Grupo CNP.

Con base a lo anterior, el Proveedor declara contar con políticas y procedimientos internos adecuados aplicables a sus empleados, así como a cualquier tercero que colabore con el Proveedor 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 del Contrato. Adicionalmente, ambas Partes declaran que el Contrato del que este documento es Anexo 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, el Proveedor garantiza, en relación con el Contrato, 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 del Contrato de Servicios, y dará derecho a CNP ASSURANCES, S.A., Sucursal en España, y a CNP CAUTION, 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, y CNP CAUTION, Sucursal en España no realizarán pago de cantidad alguna que les pueda exponer o implique cualquier sanción, prohibición o aplicación de medidas restrictivas, 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.

ANEXO A LA PROPUESTA DE SERVICIOS PROFESIONALES (Principios Éticos del Grupo CNP)

CNP ASSURANCES, S.A., Sucursal en España, y CNP CAUTION, Sucursal en España, tendrán derecho a rescindir el Contrato de Servicios en el caso de que el Proveedor adquiriera 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.

TERCERA. PRINCIPIOS ÉTICOS DEL GRUPO CNP ASSURANCES.

Mediante el presente Anexo se incluyen los principios éticos del Grupo CNP Assurances al que pertenecen CNP ASSURANCES, S.A., Sucursal en España, y CNP CAUTION, Sucursal en España:



Asegurando
un mundo
más abierto

ÉTICA DE NEGOCIOS, 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 guía nuestras acciones en nuestras relaciones comerciales, ya sea con nuestros clientes, proveedores o socios comerciales.

También seguiremos atentos al cumplimiento de prácticas comerciales justas.

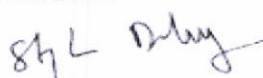
Esperamos de cada colaborador del Grupo y de nuestros socios un comportamiento ejemplar y responsable.

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.

Puedes encontrar estos principios en CjpeEthic, nuestro código de conducta del Grupo, en nuestra web corporativa www.cnp.fr y en nuestras políticas, disponibles previa solicitud.

3 de Julio de 2023



Stéphane DEDEYAN
Director General



Sun LEE
Director Conformidad Grupo



ANEXO A LA PROPUESTA DE SERVICIOS PROFESIONALES (Principios Éticos del Grupo CNP)

Y, en prueba de conformidad con lo que antecede, las Partes suscriben el presente Anexo en Madrid, en agosto de 2023.

Por triplicado a un solo efecto.

**RICARDO REIGADA PEREIRA –
SOCIEDADE DE ADVOGADOS, SP, RL**

Fdo.: Ricardo Reigada Pereira
Socio

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

Fdo.: David Vincent Lattes
Representante Legal

CNP CAUTION, SUCURSAL EN ESPAÑA

Fdo.: David Vincent Lattes
Representante Legal