



Hoja de Control: Documentación a Firmar

(Esta hoja deberá ser entregada junto con la Ficha de Selección de Proveedor)

| | | | | | | | | |
|--|--|---|--|---|--|--|---------------|--|
| Fecha: | 22/3/2021 | | | | | | | |
| 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/EPVS <input type="checkbox"/> | Otro: Acuerdo | |
| Solicitado por: (Director del CODIR) | Fabrice Alberti/David Lattes | | | | | | | |
| Contenido / Objetivo: Principal Acuerdo, entregables y descripción del servicio | Framework Agreement related to Connexis Cash (BNP PARIBAS) | | | | | | | |

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

| | | | |
|---|--|-------------------------------------|--|
| Denominación del Documento: | Acuerdo | | |
| Apoderado/s de CNP: <i>(según importe económico del contrato) (1)</i> | David Lattes por CNP Assurances | | |
| Contraparte: <i>(proveedor, o interviniente)</i> | Julián Boyero / Rafael de Ansorena por BNP PARIBAS | | |
| 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"/> |


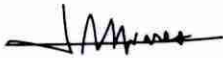
- OBLIGATORIO -

| | | | |
|---|---------------------|--------------|--------|
| Responsable del Departamento y Director del CODIR correspondiente: | Fecha: F.A 23.03.21 | 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: | IV | Fecha: 23.03 | Firma: |
| Director General o Directora Operativa o Directora Financiera: | Fecha: | Firma: | |
| Director General o Directora Operativa: | Fecha: 24.03.2021 | Firma: | |

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



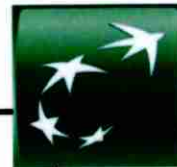
Schedule 3
Site Administrators Schedule

| Name Site Administrator | Specimen of Signature |
|-------------------------|--|
| FABRICE ALBERTI |  |
| JOSE ANTONIO ALVAREZ |  |
| | |
| | |
| | |
| | |

Visé

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BNP PARIBAS ELECTRONIC PLATFORM TERMS

V4.0.3 - BNPP PUBLICATION DATE 25 MAY 2018

Access to and use of this site, any or all of the online electronic trading platforms and websites accessible through this site (each a "Site" and collectively the "Sites") and all services made available through a Site and in connection with a Site, including email reporting, from time to time (the "Services") is granted by the Bank on, and subject to, the terms and conditions set out in these E Platform Terms, any Specific Terms, any Addendum (together, the "eT&Cs") and any Framework Agreement (the eT&Cs and the Framework Agreement together, the "Contract"). Please read the Contract carefully before accessing or using a Site or Services. The Client's and your attention is particularly drawn to the indemnities, limitations and exclusions of liability, and the Bank's rights to monitor and record information in relation to the Client's and the Users' access and use of the Sites and/ the Services set out in the Contract.

The Contract is made between the Bank and the Client. Access to the Site or Services is not permitted unless: (i) the eT&Cs and the Framework Agreement, where applicable, have been executed by the Client in hard copy; or (ii) the eT&Cs have been executed electronically and the Framework Agreement, where applicable, has been executed in hardcopy. The eT&Cs will be entered into electronically where a User, acting for and on behalf of the Client, indicates the Client's agreement to such terms by "clicking to accept" on any introductory screen when accessing the Site.

Individuals that access the Site are in these eT&Cs referred to as "you" or "User". By accessing the Site and/or the Services you, as a User, hereby represent that you are duly authorised by the Client to:

- (a) access the Site and/or Services on its behalf;
- (b) bind the Client to any Transactions, Instructions or any other actions executed through the Site in relation to the Services and any Transaction Agreement; and
- (c) execute and accept the eT&Cs for and on behalf of the Client, where you are clicking to accept such terms on behalf of the Client.

You as a User further undertake:

- (a) that you will not exceed or breach any limits or conditions to your authority; and
- (b) on behalf of yourself and the Client, that you will observe and comply with all Applicable Laws and any provisions in the Contract that are relevant to Users.

To the extent that there is any inconsistency between the eT&Cs which the Client executed in hardcopy and any eT&Cs presented to Users on a Site and which the Users are required to accept electronically in order to access the Site, the provisions as set out within the executed hardcopy of the eT&Cs will prevail except to the extent that those inconsistent terms are communicated in accordance with clause 11 of these E Platform Terms (in which case they will, unless otherwise agreed, prevail). To the extent there are any inconsistencies between



the eT&Cs and any applicable Framework Agreement, the terms of the Framework Agreement shall prevail.

1. SCOPE AND ACCEPTANCE

- 1.1 The Site and Services are provided by or on behalf of the Bank. The execution of the Contract, either electronically and/or in hardcopy will give rise to a legally binding contract on the terms and conditions contained in the Contract between the Client and the Bank.
- 1.2 Access or use of certain functionalities of the Site, receipt of certain Services or the undertaking of certain categories of Transactions and/or Instructions may be subject to Specific Terms. Any applicable Specific Terms will be presented to you at the relevant time or displayed on the Site, and shall, by your acceptance of the Specific Terms, or by your continued use and access of the relevant functionality on the Site, the relevant Services or your undertaking of a relevant Transaction and/or Instructions, form part of the Contract.
- 1.3 In relation to a Transaction and/or Instruction, the relevant Transaction Agreements shall prevail where there is any inconsistency with any provision of the Contract. Subject to the foregoing, in so far as there is any inconsistency between any Specific Terms, these E Platform Terms and any Transaction Agreement in relation to the access to and use of the Site and/or Services: (i) clause 3 of these E Platform Terms shall take precedence over any conflicting terms in the Specific Terms; (ii) in all other respects, the Specific Terms shall take precedence over these E Platform Terms; and (iii) the Contract shall take precedence over any Transaction Agreement.
- 1.4 The Client shall ensure that only Users that are authorised by the Client will have access to the Site on behalf of the Client and/or any Principal.
- 1.5 Except in relation to those Applicable Laws with which the Bank is required to comply, the Client is solely responsible for compliance with all Applicable Laws, including (where applicable) suitability and appropriateness requirements, the preparation and/or filing of any of its reports to any relevant authorities and the maintenance of adequate records required to be maintained by the Client in relation to its Users' access to the Site and use of the Services.

2. INTERPRETATION

- 2.1 In the Contract:

"Access Details" means the username, password, Authorisation Device, PIN and/or such other security devices or details, in whatever form and on whatever media, issued to the Client or Users or thereafter selected by them, from time to time, in order to enable them to access and use the Site and/or Services;

"Addendum" means an addendum amending the E Platform Terms and/or Specific Terms (as applicable);

"Applicable Laws" means all applicable law, rules and regulations;

"Authorisation Device" means any pass-code card or equivalent device which generates a number for use with the Client's or User's corresponding PIN to create a password to enable entry onto the Site;

"Bank" means, in respect of any Service, BNPP or the Subsidiary or the Branch from which that Service is or Services are provided to the Client, as specified by the BNPP Group from time to time;

"BNPP" means BNP Paribas, a bank incorporated in France and having its registered office at 16, boulevard des Italiens – 75009 Paris (France), registered at the Paris Trade Register



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with number 662 042 449;

"BNPP Group" means BNPP and any company or other legal entity in which BNPP holds, directly or indirectly, a majority shareholding interest (a **"Subsidiary"**), as well as any branch of BNP Paribas S.A. or its Subsidiaries (a **"Branch"**);

"Claim" is as defined in clause 5.1 below;

"Client" means the legal entity entering into the Contract for the purpose of using and accessing the relevant Site and/or Services as part of its commercial relationship with the Bank and the BNPP Group;

"Client Activity" is as defined in clause 3.13 below;

"Client Counterparty" means a person (other than the Bank and/or any other member of the BNPP Group) with whom the Client enters into a Transaction;

"Communication Material" means any material (including User Images), information or communications shared, transmitted or uploaded by the Client or a User using the Communication Functionality;

"Communication Functionality" means online chat and messaging features, including the ability to send and receive information, made available within the Site in accordance with clause 4 below;

"Confidential Information" means all information (in whatever form) of the Bank and/or the BNPP Group which is not publicly known and which is disclosed to, or otherwise learnt by, the Client or Users in connection with the Site, the Services, the Contract or a Transaction, including the content of the Contract and the Documentation;

"Contract" means the eT&Cs and the Framework Agreement;

"Cookies" is as defined in clause 8.4 below;

"Data Protection Legislation" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 as amended or superseded or any other applicable legislation governing the protection of individuals with regard to the processing of personal data and on the free movement of such data;

"Documentation" means the documentation, procedures and related materials made available by the Bank in connection with the Site and/or the Services;

"E Platform Terms" means these electronic platforms general terms, as may be amended from time to time, which form part of the eT&Cs and the Contract;

"eT&Cs" means the E Platform Terms, the Specific Terms and any Addendum;

"Framework Agreement" means the agreement between the Bank and the Client which confirms the authority of the Client and Users to use and access the Site and Services and to execute documents associated with the Site and the Services, including but not limited to the eT&Cs;

"Instruction" means an instruction sent by the Client (whether through a User or otherwise) on behalf of the Client or any Principal which is to be forwarded, followed and/or acted upon by the Bank where such instruction is sent utilising a mechanism made available through the



Site or the Services;

"**IPR**" means intellectual property rights, including patents, trade marks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing;

"**Loss**" means any loss, damage or expense whether direct or indirect, including any loss of profit, loss of revenue, loss of data, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, loss of fees, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person (and in each case whether the foregoing arise in contract, tort, negligence or otherwise);

"**Party**" means the Client or the Bank;

"**Permitted Purposes**" means the Client's or a User's access and use of the Site, the Services and Materials solely to support the Client's lawful business purposes, including (i) entering into Transactions; (ii) supporting any relevant trading undertaken by the Client or its Users, in either case by using the Site; and (iii) issuing Instructions or otherwise as permitted by the Bank;

"**Persistent Cookies**" is as defined in clause 8.4 below;

"**PIN**" means a personal identification number issued to or selected by the Client or a User for use with the Authorisation Device provided to the Client or that User;

"**Principal**" is as defined in clause 10.1 below;

"**Provider**" means a third party technology and/or software provider whose products and/or services are used by the Bank to enable the Bank to provide the Site or Services;

"**Relevant Person**" is as defined in clause 9.2 below;

"**Services**" is as defined in the recital section above;

"**Session Cookies**" is as defined in clause 8.4 below;

"**Site**" is as defined in the recital section above;

"**Site Administrator**" means a representative of the Client authorised by the Client to manage Users' access to the Site and to Services in accordance with clause 3 below and any applicable provision of the Specific Terms;

"**Site Administrator Arrangement**" is as defined in clause 3.3(b) below;

"**Specific Terms**" means a set of additional terms and conditions which apply to certain parts of the Site or receipt of certain Services, as may be amended from time to time, and which form part of the eT&Cs and Contract, as further described in clause 1.2 above;

"**Transaction**" means a transaction entered or to be entered into by the Client (whether through a User or otherwise) with the Bank on behalf of the Client or a Principal utilising a mechanism made available through the Site or the Services;

"**Transaction Agreement**" means the terms of business and/or other documentation or arrangements between the Bank (or another member of the BNPP Group) and the Client or a Principal governing transacting with the Bank (or another member of the BNPP Group) and



the provision to the Client or Principal of dealing and/ or other banking services (other than the Services);

"User" means an individual appointed in accordance with clause 3 below and authorised by the Client to access the Site and certain Services on the Client's behalf and/or on behalf of a Principal and in accordance with the Contract (including any applicable Specific Terms), and shall include any Site Administrators; and

"User Image" is as defined in clause 4.5 below.

2.2 In the Contract:

- (a) headings are inserted for convenience only and will have no effect in limiting or extending the language of the provisions to which they refer;
- (b) references to the singular shall include the plural and vice versa;
- (c) words importing a gender include any other gender;
- (d) references to a "person" include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality; and
- (e) references to "includes" or "including" shall mean "includes without limitation" or "including without limitation".

3. ACCESS AND SECURITY

3.1 Access to the Site and the Services is protected by the access and security measures described in this clause 3 and may be subject to additional access and security measures described in relevant Specific Terms.

3.2 The Client may request that employees or other persons acting on its behalf have access to the Site. The Client warrants that all persons it names to the Bank to have access are duly authorised to use the Site and the Services and to enter into Transactions or issue Instructions on behalf of the Client or the Principal (if applicable) in accordance with the Contract. For the avoidance of doubt, all actions taken by Users via the Site and/or Services, including issuing Instructions and executing Transactions will be binding upon the Client.

3.3 Subject to clause 3.4 of these E Platform Terms, the Client may (if available) request one or both of the following methods of granting and managing access to the Site for Users:

- (a) the Bank may issue Access Details to each User whom the Client notifies to the Bank in writing should be granted access to the Site and Services; or
- (b) subject to clause 3.5 of these E Platform Terms, the Bank may issue Access Details to one or more Site Administrators notified by the Client to the Bank in writing, including but not limited to as specified in any Framework Agreement (the "**Site Administrator Arrangement**"). The Bank will then issue Access Details to each User who the Site Administrator confirms in writing or via administration functionality on the Site shall be granted access to the Site and the Services,

and in each case, the Bank may elect in its sole discretion, whether to grant the Client such access arrangements.

3.4 The Bank may elect, in each case in its sole discretion, whether to grant access to all or part of the Site(s) and/or Services to the Client or an approved User notified to the Bank in accordance with clause 3.3 of these E Platform Terms above.



- 3.5 If the Client requests or has previously requested and been granted the Site Administrator Arrangement, then the Client must provide evidence satisfactory to the Bank (in the Bank's sole discretion) that the Site Administrator has the necessary authority to act as a Site Administrator in accordance with the Contract.
- 3.6 If the Bank permits the Client to use the Site Administrator Arrangement, then:
- (a) the Bank shall be entitled to treat an instruction from a Site Administrator to grant access to a User as if it came from the Client; and
 - (b) the Client shall be responsible for all decisions and actions of a Site Administrator as if the Client had made the decisions and carried out the actions itself.
- 3.7 The Client and any relevant Site Administrator will ensure that:
- (a) only Users to whom Access Details have been issued will access or use (or attempt to access or use) the Site and the Services;
 - (b) each User shall use the Site and Services only for the Permitted Purposes;
 - (c) each User is at all times (i) authorised to act as a User and to use the Site and Services in accordance with the Contract, and (ii) an individual to whom it would be appropriate to grant such access given the nature of the Site and the Services; and
 - (d) Access Details (other than Authorisation Devices) are kept strictly confidential and Authorisation Devices are kept secure and safe.
- 3.8 The Client will have sole responsibility for the confidentiality, security and use of all Access Details.
- 3.9 The Bank reserves the right (without liability to the Client or Users) to suspend access to the Site (or any part thereof), including but not limited to the Communication Functionality, or suspend Access Details in respect of the Client and/or any User at any time for such period or periods it considers appropriate in its absolute discretion if: (i) suspension is necessary for the purposes of (routine or emergency) maintenance; (ii) for security or technical reasons; or (iii) suspension is necessary to avoid or reduce any material damage or disadvantage to either Party. The Bank shall use reasonable endeavours, where permitted by Applicable Law, to give notice to the Client of such suspension.
- 3.10 The Client shall implement and maintain all reasonable security procedures and measures (including those set out in any applicable Documentation) in order to protect the Site, Materials and Services against unauthorised access, and any systems or materials accessible through the Site and/or Services from unauthorised access, alteration, destruction, corruption or loss.
- 3.11 The Client accepts full responsibility for the monitoring of its accounts and will notify the Bank immediately in writing, or by any other means promptly followed by a confirmation thereof in writing, if the Client, its personnel or a User knows or suspects that: (i) any Access Details or any security procedures are lost or misused or are disclosed to or become known by any person other than a User or an employee of the Client who needs to know the same, or (ii) any Access Details have been stolen, or (iii) there is any failure to comply with the Bank's instructions and guidelines, or (iv) the Client has failed to receive a message from the Bank indicating that an Instruction, order/request or confirmation relating to a Transaction or otherwise, was received and/or accepted by it.
- 3.12 If a User ceases to be an employee or otherwise in the service of the Client or authorised to act by the Client or the Bank notifies the Client that it is terminating such User's right to access and use the Site, the Client will: (i) immediately notify the Bank in writing (save where the Client has received notification from the Bank of such termination), and ensure the User



ceases to access and use the Site and the Services, and (ii) promptly return any Authorisation Device that was issued to that User by the Bank.

3.13 Where any use of or access to the Site, Services or Materials, or any Transactions and their execution, or any Instructions, orders/requests or other communications made through the Site or Services, are undertaken using any Access Details ("**Client Activity**"), then the Client shall be responsible and liable for all Client Activity and will be bound by any Transactions, Instructions and/or other agreements entered into with the Bank or any expense incurred by the Bank on the Client's behalf in reliance on such Client Activity, save where such Client Activity occurs after the Client has (i) advised the Bank of any loss, misuse, disclosure or theft of the relevant Access Details under clause 3.11 of these E Platform Terms, or (ii) given the Bank notice in relation to the relevant User under clause 3.12 of these E Platform Terms, and (in each case) the Bank has had reasonable time to act upon the same.

3.14 Without prejudice to the generality of the foregoing, the Client and the Users each acknowledge that there are security, confidentiality and other risks associated with access to and use of the Site and the Services, including without limitation:

- (a) system, hardware, software, communication or network failure including but not limited to the Communication Functionality;
- (b) user errors, whether in the operation of the Site, keying in of transaction information or use of the Services;
- (c) misuse or unauthorised use of Access Details and unauthorised routing of orders;
- (d) systems failures, processing errors, software defects, operating mistakes, hardware breakdowns;
- (e) capacity deficiencies, network vulnerabilities, control weaknesses, security shortcomings, sabotage, electronic eavesdropping, malicious attacks, phishing attacks, hacking incidents, fraudulent conduct and defective recovery; and
- (f) the introduction of viruses, spyware or other harmful components that may interfere with the Site, Services, or computer systems of the Client or the Bank,

which may result in (amongst other consequences) an inability to access the Site; enter into Transactions; issue Instructions; Transactions being executed or Instructions issued fraudulently or otherwise without consent or authorisation; delays, failures or inaccuracies in the execution of Transactions or communication of Instructions; failures or inaccuracies in notifications, acknowledgements or confirmations relating to Transactions or Instructions; theft, loss or misappropriation of data, passwords, confidential or commercially sensitive information; system failure; or otherwise give rise to loss, damage, disruption to services, or other security vulnerabilities. By electing to use the Site and Services, the Client agrees to bear all such risks except to the extent that the Bank shall be held liable in accordance with clause 8.1 of these E Platform Terms.

4. **COMMUNICATION FUNCTIONALITY**

4.1 This clause 4 shall only apply to the extent that the Communication Functionality is made available to the Client via the Site.

4.2 The Client may request access to and use of the Communication Functionality and following such request, the Bank may, in its sole discretion, grant the Client access to such Communication Functionality.

4.3 The Bank reserves the right to suspend or cancel the Client's or any User's access to the Communication Functionality at the Bank's sole discretion and without notice to the Client or the User.



- 4.4 Unless otherwise specified in the Specific Terms, the Client and Users may not, and will not attempt to, enter into Transactions or send orders or Instructions (whether in relation to Transactions or otherwise) by means of the Communication Functionality. Without prejudice to any of the Bank's rights or remedies under the Contract or otherwise at law (including in particular clause 4.3 of these E Platform Terms), in the event that a Client attempts to enter into a Transaction or send an Instruction (whether in relation to Transactions or otherwise) by means of the Communication Functionality, then the Bank shall be entitled (in its sole discretion) to accept or reject such orders or instructions.
- 4.5 The Client and Users agree to grant the Bank a worldwide, perpetual, royalty-free, irrevocable, transferable licence to use, copy, modify, reproduce, display and distribute any Communication Material in any manner that the Bank chooses. Notwithstanding the foregoing, where a User chooses to upload an image or photograph for linking to his user ID (a "User Image"), this licence shall only extend to use of such User Image within the Site.
- 4.6 Users will ensure that User Images are appropriate for use within the Site, and are not obscene, offensive, defamatory or abusive, and warrant that use by the Bank of the User Images will not infringe any third party rights including IPR.
- 4.7 The Client and Users must not use the Communication Functionality in a manner or transmit or upload any material or link to any material which is false, fraudulent, inaccurate or misleading, obscene, offensive, defamatory, abusive or in breach of any third party rights (including IPR) or Applicable Laws.
- 4.8 The Client and the Users agree to use the Communication Functionality solely for the purpose of communication in connection with the Services.
- 4.9 The Client and the Users acknowledge that the Communication Functionality is accessible by internal users of the BNPP Group that belong to different business units, some of whom may not be permitted to access information which, if disclosed, would have a material impact on the market price of one or more securities or likely to be considered by a reasonable investor to be material for their investment decision ("**Material Non-Public Information**"). The Client and the Users undertake not to include any Material Non-Public Information in any Communication Material.
- 4.10 The Client and Users acknowledge and agree that the Bank may monitor and record use of the Site and any Communication Material.
- 4.11 The Bank reserves the right to remove without notice material from the Site, which in its sole discretion, is objectionable or violates the Contract, third party rights or any Applicable Laws.
- 4.12 The Client and Users acknowledge that the Bank is under no obligation to read, confirm, action a request, or otherwise respond to any communication made via the Communication Functionality. Consequently, the Client and Users acknowledge that all communications that require the urgent attention of the Bank should be communicated to the relevant team within the Bank by alternative means, such as by phone.
- 4.13 The Bank accepts no liability for any content or transmission of any Communication Material and without limiting clause 9.6 of these E Platform Terms, the Client shall indemnify and hold harmless the Bank against any third party liabilities, claims, costs, Loss or damage that the Bank or any other member(s) of the BNPP Group incurs as a result of the Client and any User's use of the Communication Functionality.

5. IPR AND CONFIDENTIALITY

- 5.1 All right, title, interest and IPR in the Site, Services and Materials are the property of BNPP or its licensors. BNPP will have the conduct of all claims, disputes and proceedings relating to any such IPR (including any proceedings to which the Client is a party) (each, a "Claim"). BNPP will, in its sole discretion, decide what action (including litigation, arbitration or



compromise), if any, to take in respect of Claims. BNPP will not be obliged to bring or defend any proceedings in relation to any such IPR.

- 5.2 The Client and the Users may use, display, download and print copies of Materials for Permitted Purposes. However, all other use or dissemination of Materials (by any means and in whole or in part) is prohibited without the prior written permission of BNPP. In addition, the Client shall ensure that it and its Users, employees and agents do not delete or amend any copyright or other notices displayed on the Materials or any copies of them.
- 5.3 The "BNPP" trade mark is owned by BNPP and nothing contained on the Site or in the Services or the Contract shall constitute the grant of a licence to use such trade mark.
- 5.4 Except as set out in this clause 5, the Client and the Users shall treat as confidential and shall not (other than as permitted by the Contract or where permitted or compelled to do so by any Applicable Law) use or disclose to any person any Confidential Information nor permit its disclosure.
- 5.5 This clause 5 shall survive any termination of the Contract for a period of 5 years. Nothing in the Contract shall be deemed to limit the effect of Applicable Laws protecting IPR and the confidentiality of Confidential Information after the expiration of such period.

6. EXTENT AND LIMITATION OF RESPONSIBILITY FOR THE MATERIALS

- 6.1 The Bank may make available on, through or via the Site, the Services or any related tools or functionality, information, data and other content of a general nature such as general market research and analysis ("**Materials**"). In doing so the Bank shall use its reasonable efforts to ensure that the Materials are compiled from sources that the Bank believes to be reliable and accurate. However, the Bank makes no representation, express or implied, that the contents of the Materials or any opinions based thereon and contained in the Materials are accurate or complete, and the Materials may be incomplete or condensed and may be subject to change without notice.
- 6.2 The Materials are of a general nature and cannot and do not take into account the Client's or Principal's financial circumstances or investment objectives, and in respect of any Materials drafted solely for marketing purposes, do not constitute an offer or a solicitation to engage in any trading strategy or to purchase or sell any financial instruments. Given the Materials' general nature, the information included in the Materials does not contain all the elements that may be relevant for the Client or Principal to make an informed decision in relation to any strategies or financial instruments discussed herein. Accordingly, nothing in the Materials may be construed as a personal recommendation or investment advice and should not be the sole basis for any evaluation of any Transaction by the Client or Principal. The Client acknowledges and accepts that it and any Principal will make an independent decision when entering into any Transaction. In assessing the merits and suitability of any Transaction, the Client or Principal should give due consideration to the legal, tax, accounting, regulatory, financial and other related aspects thereof. The Client or Principal should carefully consider, among other things, its eligibility to enter into Transactions and issue Instructions under Applicable Law in any relevant jurisdiction and should review any specific risk disclosure included in, attached or linked to specific Materials or contained in any Transaction Agreement or Specific Terms. The Client or Principal shall also be aware and shall be responsible for compliance with any particular short-selling restrictions that may apply under Applicable Law.
- 6.3 Except to the extent such liability may not be excluded or limited by Applicable Law and subject to clause 8.1 of these E Platform Terms, the Bank: (i) undertakes no obligation and assumes no responsibility or liability (whether express or implied) to any person concerning the Materials; and (ii) hereby excludes liability for all Losses that may be incurred or suffered by any person in connection with the Materials or their use, including for the consequences of reliance upon any opinion or statement contained in such Materials or any error or omission in them whether negligent or not.



7. LINKS

- 7.1 The Site may contain links to other websites, which in turn may contain material that has been produced by issuers or independent providers not affiliated with the Bank. The Bank has no control over those other websites and accepts no responsibility or liability for information or content provided, or opinion stated, on such websites.

8. DATA PROTECTION

- 8.1 You acknowledge that, subject to any Applicable Laws, we may, as controller (as this term is defined in the Data Protection Legislation):

- (a) record, retain, use and otherwise process records and information about you and any Users, whose Personal Data is disclosed to the Bank, by or on your behalf, including Personal Data or special categories of Personal Data referred to in Articles 9 and 10 of the Data Protection Legislation); and
- (b) use and otherwise process information about your accounts, Transactions and Instructions,

for the purposes of providing the Sites and/or the Services or other purposes reasonably ancillary thereto or otherwise stated in our CIB Data Protection Notice located on our global CIB corporate website (https://cib.bnpparibas.com/about/privacy-policy_a-38-60.html) from time to time (the "Data Protection Notice") and/or to comply with Applicable Laws.

To the extent the GDPR applies the Data Protection Notice sets out the obligations of the Bank and your and your User's rights regarding this collection and use, and provides the legally required information in this respect, including information regarding the legal basis for the processing, the sources and categories of the collected Personal Data, the categories of recipients of the Personal Data and the criteria used to determine the period for which the Personal Data will be stored.

- 8.2 Before using the Sites or the Services you undertake and warrant that you have brought to the attention of your Users the Data Protection Notice and this Clause, and you acknowledge that the Bank and/or any BNPP Group entity may process your User's Personal Data as set out in these E Platform Terms and in the Data Protection Notice.
- 8.3 Unless legally or contractually obliged to do so you and the Users are not subject to any obligation to provide the Bank or any BNPP Group entity with your Personal Data. However, access to and use of the Sites and/or the Services may not be able to commence or continue if you or the Users do not provide Personal Data.
- 8.4 The Site(s) may use small bits of text known as cookies that are either used only for the duration of a session and then deleted off a User's hard drive ("**Session Cookies**"); or which are saved on a User's hard drive and used later in order to identify that User, or information about that User, the next time the User logs on to the Site(s) ("**Persistent Cookies**") (together "**Cookies**"). Session Cookies are used to store unique session tokens in order to identify the Client or User and obtain limited information about the Client's and the User's interaction with the Site. Persistent Cookies may be used by the Site(s) to store the user name and preferences (e.g. time zone and language) of the User to improve the log-in procedure. None of the Persistent Cookies that may be used within the Site(s) are essential to its operation. The Bank may use other technology to monitor and record a User's and/or a Client's use of the Site(s) or Services. This may include but not be limited to monitoring and recording the times of day a User accesses the Site(s) and the particular pages of the Site(s) which a User browses. This information may then be used for marketing purposes by the Bank. By accepting the Contract, the Client and User consents to: (i) the use of the Cookies; (ii) the monitoring and recording of use of the Site(s) and/ or Services; and (iii) use of any data



collected for marketing purposes. In addition, before authorising a User to have access to or use the Site(s) or Services, the Client undertakes to obtain the User's consent to: (a) the use of the Cookies; (b) the monitoring and recording of use of the Site(s) and/or Services; and (c) use of any data collected for marketing purposes. The User can withdraw consent to the use of Persistent Cookies by selecting to block such cookies in the browser settings of the device(s) used to access the Site(s). The User can withdraw consent to the use of its personal data for marketing purposes by submitting a request to the Bank. In the event that consent to Persistent Cookies and/or to use of personal data for marketing purposes is withdrawn, the Client and the User shall still have rights to access the Site(s) and associated Services in accordance with the Contract. Session Cookies and other monitoring for non-marketing purposes are essential to the use of the Site(s) and the Client and the User must accept their use in order to access the Site(s). Without such acceptance, the Client and the User may not access or use the Site(s) and its associated Services.

- 8.5 The Client will co-operate fully with the Bank in inquiries made by any third party supplier, exchange, vendor or regulatory authority.

9. LIABILITY AND INDEMNITY

- 9.1 Nothing in the Contract shall restrict, exclude or limit any liability of the Bank that may not be limited or excluded under Applicable Laws.
- 9.2 To the extent prohibited by Applicable Law nothing in the Contract shall (i) exclude or limit any obligation which the Bank or any other member of the BNPP Group has to the Client under Applicable Laws or (ii) require the Client to indemnify the Bank against any breach by the Bank of such an obligation.
- 9.3 In the event the Bank is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event, occurrence or circumstance beyond its reasonable control (including any accident, breakdown or other failure of equipment, software or communications network (including but not limited to the internet or the SWIFT network), the Bank shall (i) not be obliged to perform its obligations under the Contract to the extent that it is prevented, hindered or delayed in its performance by that event; and (ii) notify the Client as soon as practicable of the event and its likely effects on the Bank's ability to deliver the Services.
- 9.4 Subject to clauses 9.1 and 9.2 of these E Platform Terms neither the Bank nor any other member of the BNPP Group, their agents, licensors or delegates or its or their directors, officers or employees (each a "Relevant Person") will be liable for any Losses incurred or suffered by the Client, Principals (if applicable), the User or a Client Counterparty directly or indirectly in connection with the Contract, the Site, the Services, Materials and the Documentation, except to the extent such Losses result directly from the wilful default or fraud of such Relevant Person.
- 9.5 For the avoidance of doubt the Bank will not be liable for any Loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the Client's or Users' computer equipment, computer programs, data or other proprietary material due to use of the Site or Services or accessing or downloading any Materials.
- 9.6 Subject to clauses 9.1 and 9.2 of these E Platform Terms, the Client will indemnify and keep indemnified each Relevant Person from and against all Losses incurred by a Relevant Person directly or indirectly in connection with: (i) any breach of the Contract by the Client, a User or a Client Counterparty, or any violation of the Bank's rights or of any Applicable Law; or (ii) the Client, a User or a Client Counterparty accessing or using, or being unable to access or use, the Site, Services or Materials; or (iii) any false or inaccurate statement concerning the Client's eligibility to enter into any Transaction, as described in any applicable Specific Terms; or (iv) the introduction into or onto the Site, Services or Materials by the Client, a User or a Client Counterparty of any virus or other matter which is malicious, defamatory or



technologically harmful; or (v) any claim made against a Relevant Person by a Client Counterparty. The indemnity in this clause 9.6 does not apply to any Relevant Person in so far as such Losses result directly from the fraud, wilful default or (in the case of (i) to (iv) only) proven negligence of such Relevant Person.

- 9.7 Subject to clauses 9.1, 9.2 and 9.4 of these E Platform Terms, the total aggregate liability of the Bank and the Relevant Persons for all Losses arising out of or in connection with the Contract, the Site, Services, Materials and the Documentation shall not exceed €100,000, to the extent permitted by Applicable Laws. In addition, in the event of any inconsistency between this clause 8.1 and any other provision in the Contract, this clause 8.1 will prevail.
- 9.8 The Client is responsible for and shall accept full liability for all acts, errors and/or omissions of the Users, in connection with the use of the Site, the Services and any Transactions or Instructions.
- 9.9 The Client agrees that the exclusions and limitations set out in the Contract are reasonable in light of the nature of the Site, Services and Materials and the technology used to underpin them (including that the Internet is not a completely reliable transmission medium).

10. THE CLIENT'S OBLIGATIONS

- 10.1 The Bank acknowledges that to the extent the Bank has agreed in writing, the Client may use the Site and the Services and execute Transactions or issue Instructions for the benefit and account of the various entities for which the Client acts as an agent (each, a "Principal"). Upon request from the Bank, the Client shall provide evidence satisfactory to the Bank (in the Bank's sole discretion) that the Client has the necessary authority to act as an agent for such Principals. Such evidence shall be in the form reasonably requested by the Bank. Unless specifically agreed as set out in this clause 10.1, the Bank will treat the Client as acting on its own behalf.
- 10.2 The Client warrants and represents that the following are and will be true each time that the Client or a User accesses or uses the Site or Services:
- (a) the Client and each User has all requisite power, authority and approvals (including regulatory approval) to enter into and perform its obligations (and/or the obligations of the person(s) on whose behalf it is acting) under the Contract;
 - (b) the Contract, and each Transaction and/or Instruction, form valid and legally binding obligations of the Client;
 - (c) the Client's performance on behalf of itself or where relevant on behalf of the Principal pursuant to the Contract and each Transaction or Instruction and Transaction Agreement does not and will not violate, contravene, conflict with or constitute a default under any law, regulation, rule, decree, order, judgment or charge, contract, trust deed or other instrument binding on the Client, Principal (if applicable) or any of their respective assets or (if it is a corporation) any provision of its Memorandum and Articles of Association (or equivalent constitutional documents); and
 - (d) the Client has, at the time of any Transaction entered into or Instruction issued on behalf of a Principal, full power and authority to bind such Principal as counterparty to such Transaction or instructing party to such Instruction (as the case may be) pursuant to the Contract.
- 10.3 The Client will provide the Bank promptly on request with all information that the Bank may reasonably require from time to time in connection with (i) the Client's and Users' access to or use of the Site and Services, and (ii) any Transactions and Instructions.

11. AMENDMENT



11.1 The Bank may amend the eT&Cs by notifying the Client of the amended eT&Cs, which may include by conspicuously posting the amended eT&Cs on the Site, and the User clicking to accept the terms of such amended eT&Cs via the Site. If a Client does not wish to be bound by the amended terms, it shall ensure Users do not click to accept the amended terms and Users do not continue to use the part of the Site or the Services to which the updated terms relate.

11.2 Any amendment will take effect on such date as the Bank will specify, which date will be no earlier than Applicable Law may require, but otherwise may be immediately where the amendment is to reflect a change of Applicable Law and at least 10 (ten) days after despatch of the notice or posting on the Site referred to in clause 11.1 of these E Platform Terms in all other cases. The Client and Users shall be deemed to have accepted any such amendment if the Client or a User continues to access and use the Site, Services or Materials after the applicable date.

12. NO OFFER OR ADVICE

12.1 The Bank provides no legal, tax, accounting, investment or other advice with respect to the Contract, the use of the Site or Services, the entry into any Transactions or any applicable Transaction Agreements or the issuance of any Instructions, or makes any recommendation regarding the suitability of the Site, any Service, any Transaction or any Instruction for the Client's or the Principal's requirements and objectives, and has no fiduciary duties toward the Client and the Principal. The Bank will not be liable for any opinion or view that is provided.

13. TERMINATION

13.1 Without affecting any other rights and remedies which a Party may have and without liability to the other Party, a Party may terminate the Contract in whole, or may terminate one or more sets of Specific Terms without termination of the E Platform Terms or any Addendum, upon 30 calendar days' written notice.

13.2 The Bank may terminate the Contract and/ or any Specific Terms and/ or any Addendum with immediate effect and without prior notice, in the following circumstances:

- (a) the Client has breached a material obligation of the Contract or did not remedy a non-material obligation within thirty (30) calendar days from the date the Bank sent written notice of such breach to the Client;
- (b) any representation or statement made by the Client in the Contract or a document made or delivered under or in connection with the Contract is incorrect or misleading in any material respect; or
- (c) the Client becomes insolvent and/or any step is taken by the Client or any person in order to declare bankruptcy, winding-up, judicial management, receivership or dissolution of the Client or any equivalent event occurs which would have similar effects to those events mentioned above, provided that termination is permissible in such circumstances under Applicable Law.

13.3 On the termination of the Contract in whole or the E Platform Terms:

- (a) the Client's and Users' right to use all of the Sites, Services and Materials shall cease;
- (b) any Framework Agreement executed shall automatically terminate;
- (c) the Bank will terminate the Client's and Users' access to and use of the Sites and Services and invalidate all or any relevant Access Details; and



- (d) the Client will promptly return to the Bank any Authorisation Devices (or any equivalent devices) that were issued to it or to the Users.
- 13.4 On the termination of one or more sets of Specific Terms:
- (a) the Client's and Users' right to use all of the Sites, Services and Materials associated with such Specific Terms shall cease;
 - (b) the Bank will terminate the Client's and Users' access to and use of the Sites and Services associated with such Specific Terms and invalidate all or any relevant Access Details; and
 - (c) where any Authorisation Devices issued to the Client or its Users are not required for any other Site or Service where applicable Specific Terms remain valid and binding, the Client will promptly return to the Bank such Authorisation Devices.
- 13.5 Termination of the Contract for whatever reason shall not affect (i) any rights, liabilities or obligations which accrued before such termination, including for the avoidance of doubt those relating to any Transactions entered into or Instructions issued prior to the date of termination; or (ii) any part of the Contract that is intended to continue to have effect after such termination.

14. ENTIRE AGREEMENT

- 14.1 The Contract, together with any relevant Transaction Agreements, shall contain the entire agreement and understanding of the Parties and supersede all prior agreements, understandings or arrangements in relation to the Site and Services.
- 14.2 In agreeing to the Contract the Client confirms that it has not relied upon any representation, warranty, collateral agreement, arrangement or understanding, whether written or oral, given or entered into by any person (whether a Party or not) except those expressly set out or referred to in the Contract; provided that nothing in this clause 14 shall limit or exclude any liability for fraudulent misrepresentation.

15. ASSIGNMENT AND NOVATION

- 15.1 The obligations under the Contract bind, and the rights will be enforceable by, the Client and the Bank and their respective successors, permitted assigns and representatives.
- 15.2 The Bank may at any time cause all or any part of its rights, benefits and/or obligations under the Contract to be assigned or novated to any other member of the BNPP Group by delivering to the Client a written notice to the appropriate effect and specifying the effective date of such assignment or novation.
- 15.3 The Bank may delegate the provision of the Site or Services or the performance of any obligation or function, and reserves the right to use any agents on such terms as it may think fit.
- 15.4 The Client's rights under the Contract are personal to it and may not be assigned. The Client's obligations under the Contract may not, without the Bank's prior written agreement, be novated to or performed by anybody else.
- 15.5 Rights conferred in the Contract on the Bank shall be read as if they referred also to each relevant member of the BNPP Group. Each such member (from time to time) of the BNPP Group will have the benefit of the Contract, to the same extent as if it was the Bank, and accordingly will be entitled to enforce the Contract.
- 15.6 Except as provided (i) in clause 15.5 of these E Platform Terms; and (ii) in respect of Providers as set out in any applicable Specific Terms, the Contract is not intended to be for



the benefit of, and shall not be enforceable by, any person other than the Bank and the Client whether under the English Contracts (Rights of Third Parties) Act 1999 or otherwise.

16. COMMUNICATIONS AND ELECTRONIC RECORDS

- 16.1 All notices or other communications may be given orally unless the Parties agree that such notices must be in writing.
- 16.2 The Bank may rely on any communication in any form which purports to have been made, or which it reasonably believes to have been made, by the Client or a User or otherwise on the Client's behalf.
- 16.3 Except as otherwise expressly provided in the Contract, any communication in writing may be given by post or email using the details last notified by the recipient or, for communications given by the Bank, by posting on the Site.
- 16.4 Any notice or communication sent by the Bank to a User shall also be deemed to have been sent to the Client, unless otherwise agreed between the Parties.
- 16.5 Communications sent to the Parties will be deemed received only if actually received by the other Party.
- 16.6 The Client and the Users acknowledge and agree that the Bank's records (and those of any other member of the BNPP Group) in relation to any (i) access to or use of the Site or Services, (ii) communication, (iii) Transaction, or (iv) Instruction shall be binding and conclusive on the Client or User (as the case may be) for all purposes whatsoever and shall be conclusive evidence thereof. Each of the Client and the User further agree that all such records shall be admissible in evidence.

17. GENERAL

- 17.1 Each provision of the Contract is severable and if the whole or any part of any provision is or becomes illegal, invalid or unenforceable or contravenes Applicable Law, this shall not affect the remainder of the affected provisions and the remaining provisions.
- 17.2 Neither Party shall be liable in any way for any Losses arising from any failure or delay in performing or complying with the Contract caused by any circumstance beyond its reasonable control.
- 17.3 Any waiver by either Party of a breach of any of the Contract shall not be deemed to be a waiver of any subsequent breach and shall not affect any other provisions of the Contract.
- 17.4 The E Platform Terms, any Specific Terms, any Addendum and any Framework Agreement may each be executed in counterparts and each counterpart when taken together with the corresponding counterpart shall constitute one and the same document.
- 17.5 No failure to exercise and no delay on either Party's part in exercising any right, remedy, power or privilege under the Contract and no course of dealing between the Parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege by either Party preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided by the Contract are cumulative and are not exclusive of any rights or remedies provided by Applicable Law.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 The Contract and any contractual and non-contractual disputes in connection with it shall be governed by, construed and take effect in accordance with Spanish law.



- 18.2 The Client, the Users and the Bank each submit to the exclusive jurisdiction of the Madrid city courts to decide and settle any claim, dispute or matters arising out of or in connection with the Contract or established by them (whether contractual or non-contractual).
- 18.3 As *signified* by clicking to accept these E Platform Terms you as a User confirm that you have read, understood and hereby agree to be bound by the terms applicable to you contained herein.
- 18.4 As *signified* by executing these E Platform Terms either electronically or in hardcopy, the Client confirms it has read, understood and hereby agrees to be bound by the terms contained herein.

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Framework Agreement related to Connexis Cash

Ref: 02612

Between

CNP ASSURANCES, S.A., SUCURSAL EN ESPAÑA, organized under the laws of Spain and having its registered office at CRA DE SAN JERONIMO, 2, MADRID, with registered VAT number W0013620J,

Referred to hereinafter as "the **Client**"

And

BNP PARIBAS Sucursal en España having its registered office at Emilio Vargas, 4 - 28043 Madrid, with registered VAT number W00111171,

Referred to hereinafter as "the **Bank**"

Whereas:

A. The Bank offers to its corporate clients online banking applications. The Client wishes to access to and use the Bank's websites currently known or branded as the names listed below:

- i. Centric; and
- ii. Connexis Cash

(each a "Site" and collectively the "Sites") and all services made available through a Site and in connection with a Site, including email reporting, from time to time (the "Services"), subject to the terms and conditions set out in the E Platform Terms, any applicable Specific Terms, any Addendum (together the "eT&Cs"); and

B. The Client requests that employees or other persons acting on its behalf have access to the Sites.

It is agreed as follows:

Clause 1 – Defined terms

The Client acknowledges having read and understood the eT&Cs, the most recent version of which is attached hereto.

The Client acknowledges and agrees that terms used in this Framework Agreement shall have the same meaning they are given in the eT&Cs, unless otherwise defined herein.

Clause 2 – Authorization

- 1) The Client requests the Bank to grant access to the Sites to the persons whose name is set forth in the Functional Specifications Schedule attached hereto (each a "Site Administrator"), and authorizes each Site Administrator to carry out the activities of and to act as a Site Administrator as described in the eT&C's on its behalf in each case as further set forth in the Functional Specifications Schedule.
- 2) The Client also authorizes the Site Administrator(s) and each other User to execute and accept the eT&C's (and any amendment or completion) on its behalf in hard copy or electronically by "clicking to accept" such terms on any introductory screen when accessing the Site(s).
- 3) The Client acknowledges and agrees that this Framework Agreement and the eT&Cs executed by a Site Administrator or another User shall be read as a whole and indivisible agreement between the Client and the Bank in relation to the Sites and Services.
- 4) Services and functionalities selected by the Client, Accounts and Site Administrators are indicated in the Functional Specifications Schedule. Changes to the Functional Specifications Schedule may be requested from time to time through a written notice sent to the Bank.





Clause 3 – Reliance

- 1) *The Bank shall be entitled to treat an instruction from a Site Administrator to grant access to a User as if it came from the Client; and the Client shall be responsible for all decisions and actions of a Site Administrator as if the Client had made the decisions and carried out the actions itself.*
- 2) *The Client warrants that all persons it or a Site Administrator names to the Bank to have access are duly authorised to use the Site and the Services and to enter into Transactions or issue Instructions on behalf of the Client or the Principal (if applicable) in accordance with the Contract. For the avoidance of doubt, all actions taken by Users via the Site and/or Services, including issuing Instructions and executing Transactions will be binding upon the Client.*
- 3) *The Client acknowledges and agrees (and, where relevant, shall ensure that the Principal has acknowledged and agreed) that (i) when the Bank forwards an Instruction to another member of the BNPP Group, such member of the BNPP Group may execute such Instruction relying on the authorisation given in this clause 3 and may therefore require a copy of this Framework Agreement, and that (ii) the Bank is authorised to deliver such copy to that member of the BNPP Group.*

Clause 4 – Governing Law and Competent Jurisdiction

This Framework Agreement is governed by the laws and subject to the jurisdiction as set out in the eT&Cs executed by a Site Administrator or another User.

Clause 5 – Fees

The Client shall be liable to pay all fees due for using the Connexis Cash Service as set out in and in accordance with the terms of the Fee Schedule attached hereto.

Signed in two (2) original copies, on 18 / March / 2021

Authorized Signature(s) of the Client

Authorized Signatures of the Bank

Julian Boyero

Rafael de Ansorena

Firmar

Instructions to the Client:

Please complete this Framework Agreement in 2 copies, then return it duly signed to your contact person within the Bank. For faster registration, you may also be willing to send your Framework Agreement via e-mail to your contact person within the Bank. Please note that in this case, the Bank will always need the original signed version. Once the Bank has approved and countersigned documents, an original copy will be returned. In case of questions or problems, please contact your contact person within the Bank.



CONNEXIS CASH SPECIFIC TERMS

V1.0.0 - BNPP PUBLICATION DATE 21 NOVEMBER 2014

In these Connexis Cash Specific Terms, and unless defined otherwise herein, words have the meaning given to them in the E Platform Terms. In these Connexis Cash Specific Terms:

"Account" means a BNPP Bank Account or a Third Party Bank Account registered to the Connexis Cash Service in accordance with clause 2 of these Connexis Cash Specific Terms;

"Authorisation Functionality" means the functionality whereby a Connexis Cash Instruction passes additional authorisation and approval steps before such Connexis Cash Instruction is submitted to the Bank;

"Authorizer" means a User given powers by the Client via a Site Administrator in accordance with clause 3 of these Connexis Cash Specific Terms to approve certain Connexis Cash Instructions;

"Authorised Third Party Bank" means a bank, other than a member of the BNPP Group, with which the Client or a Principal holds a bank account and with which BNPP has concluded an agreement to generate and process SWIFT MT 101 format messages;

"Bank" means, in relation to the Connexis Cash Service, BNP Paribas Fortis SA (including acting through any of its branches, as may be specified by the BNPP Group from time to time);

"BNPP Bank Account" is defined in clause 2.1.1 of these Connexis Cash Specific Terms;

"Connexis Cash Fee Schedule" means the schedule of fees agreed with the Client from time to time relating to the use of the Connexis Cash Service;

"Connexis Cash Service" means the e-banking service called "Connexis Cash" that is made available by the Bank to the Client pursuant to these Connexis Cash Specific Terms;

"Connexis Cash Specific Terms" means these Specific Terms governing access to and use of the Connexis Cash Service as amended from time to time, together with any schedules;

"Connexis Cash Instruction" or "CC Instruction" means an Instruction of the type set out in clause 5.1 of these Connexis Cash Specific Terms together with any other type of Instruction that is available as part of the Connexis Cash Service from time to time;

"Group" means the group of entities controlled by one single legal entity that owns directly or indirectly, more than 50% of the voting rights of each such entity;

"Host-to-Host Functionality" is defined in clause 4.1 of these Connexis Cash Specific Terms;

"Reports" is defined in clause 6.1 of these Connexis Cash Specific Terms;

"Remittance Advice" is defined in clause 5.5.1 of these Connexis Cash Specific Terms;



"**Remittance Advice Functionality**" means the functionality whereby certain information with respect to an eligible CC Instruction is sent by the Bank to the beneficiary of such credit order, as set out in clause 5.5 of these Connexis Cash Specific Terms;

"**Third Party Bank Account**" is defined in clause 2.1.2 of these Connexis Cash Specific Terms.

1. Access to and use of the connexis cash service

- 1.1 Access to and use of the Connexis Cash Service is subject to the E Platform Terms, these Connexis Cash Specific Terms and any applicable Framework Agreement
- 1.2 These Connexis Cash Specific Terms are made pursuant to and in accordance with clause 1 of the E Platform Terms.
- 1.3 The Client and its Users may access and use the Connexis Cash Service via the Site provided that such Users have been granted access to and are authorised to use the Site and the Connexis Cash Service in accordance with clause 3 of the E Platform Terms and clause 3.1 of these Connexis Cash Specific Terms and who log in using Access Details provided by the Bank in accordance with clause 3 of the E Platform Terms.
- 1.4 If an event described in clause 3.11 of the E Platform Terms occurs the Client shall notify this to the Bank promptly by e-mail to the electronic address notified by the Bank to the Client from time to time, and immediately terminate the relevant User's access to the Connexis Cash Service via the Site.
- 1.5 Access to or use of the Connexis Cash Service may be made available by the Bank otherwise than via the Site, subject to such terms and/or Documentation as the Bank may determine.

2. Registration of accounts

- 2.1 The Client may register and use the following types of bank accounts with the Connexis Cash Service:
 - 2.1.1 accounts that the Client or a Principal holds with the Bank or a member of the BNPP Group (each a "**BNPP Bank Account**"); and
 - 2.1.2 accounts that the Client or a Principal holds with an Authorised Third Party Bank (each a "**Third Party Bank Account**"),in each case provided that the Client has provided the appropriate information as described below and, with respect to accounts held by a Principal, provided that the Principal belongs to the same Group as the Client.
- 2.2 If the Client wishes to register an Account for the purpose of the Connexis Cash Service, it shall notify the Bank in writing in the form specified by the Bank (or by using any other account registration functionality made available by the Bank).
- 2.3 If the Client wishes to deregister an Account from the Connexis Cash Service, it shall notify the Bank in writing (or by using any other account registration functionality made available by the Bank).

3. SITE administrators and users



- 3.1 Without prejudice to clause 3.5 of the E Platform Terms the Client must appoint one or more Site Administrators, each of whom may be granted (at Client's request) the power to do one or more of the following:
- 3.1.1 to request or terminate access to the Connexis Cash Service for an User;
 - 3.1.2 to register or deregister Accounts to the Connexis Cash Service;
 - 3.1.3 to set and modify each User's rights for the use of the Connexis Cash Service, including access to Accounts;
 - 3.1.4 to request, set and manage Services and functionalities that are or may become available as part of the Connexis Cash Service, and agree to and execute any relevant terms and/or Documentation as required by the Bank; and
 - 3.1.5 to request, set and manage alternative means to access and use the Connexis Cash Service, and agree to and execute any relevant terms and/or Documents as required by the Bank.
- 3.2 The Client shall be solely responsible for the control and supervision of all Site Administrators and other Users.
- 3.3 Upon request of the Bank the Client shall provide a copy of the identity card of each Site Administrator and each Authorizer and such other information as may be reasonably requested by the Bank.

4. Host-to-host Functionality

- 4.1 Subject to clauses 1.1 and 1.5 of these Connexis Cash Specific Terms, the Client may request to use an automated host-to-host solution routing direct to and from the Client's electronic reporting and/or payment systems (the "**Host-to-Host Functionality**") for accessing and using the Connexis Cash Service.
- 4.2 Following such request, the Client shall provide all information reasonably requested by the Bank in order to determine the interface and connectivity requirements to support Host-to-Host Functionality, and shall (at its own cost) carry out all actions and, provide all assistance reasonably required by the Bank in respect of the installation and configuration of such connectivity.
- 4.3 The Client may not use the Host-to-Host Functionality unless the necessary interface and connectivity arrangements are put in place to the Bank's satisfaction.

5. CONNEXIS cash Service

- 5.1 Types of CC Instruction
- 5.1.1 Subject to clause 3.4 of the E Platform Terms, the Bank will provide access to the Connexis Cash Service to process on-line payments, collections and investment orders (and requests for quotations), to request for information and Reports and to process such other instructions as may be made available under the Connexis Cash Service from time to time, and provide Services each as subscribed by the Client.
 - 5.1.2 The Bank will process each CC Instruction given by the Client via the Connexis Cash Service in accordance with these Connexis Cash Specific Terms and any applicable Framework Agreement.
 - 5.1.3 Any request for changes to the subscription made by the Client shall be made in writing unless agreed otherwise. The Bank shall act upon such request as soon as reasonably possible.



5.2 CC Instruction process

5.2.1 If the Client wishes to give a CC Instruction, the Client shall submit such CC Instruction to the Bank:

- (A) via the Site by an authorised User; or
- (B) via the Host-to-Host Functionality as set out at clause 4 of these Connexis Cash Specific Terms; or
- (C) via such other connectivity arrangements as may be agreed between the Client and the Bank,

in each case through the Connexis Cash Service.

5.2.2 The Client acknowledges that it shall be entirely responsible for establishing effective, appropriate and accessible means to identify and correct input errors prior to sending a Connexis Cash Instruction via the Connexis Cash Service. The Bank shall not be obliged to do this itself or to make any such means available to the Client and the Bank shall not be responsible for assessing the reasonableness or accuracy of any Connexis Cash Instruction.

5.3 Client Authorisation

5.3.1 The Client may request the Bank to implement the Authorisation Functionality in respect of the Client's use of the Connexis Cash Service, and when such functionality is implemented by the Bank, a Connexis Cash Instruction, once submitted by the Client via the Site, will be processed in accordance with this clause 5.3 of these Connexis Cash Specific Terms before it is sent to the Bank.

5.3.2 The Client acknowledges that the Bank will not process a CC Instruction which is subject to Authorisation Functionality until the necessary Authorizer(s) have approved it.

5.4 Connexis Cash Instruction processing by the Bank

5.4.1 The Client acknowledges that, with regard to Reports and Connexis Cash Instructions and within the scope of the Connexis Cash Service:

- (A) the Bank is entitled to rely on the information received from Authorized Third Party Banks, including but not limited to information as to the balance of Third Party Bank Accounts, without any further verification or reference to the Client;
- (B) in relation to CC Instructions relating to an Account that is not held by the Bank itself, the Bank shall only be responsible for sending on the CC Instruction to the account holding entity;
- (C) the Bank is not responsible for the completion of the CC Instruction; and
- (D) the account holding entity may request additional information or authorisation before acting upon any Connexis Cash Instruction and the Client is solely responsible for making and maintaining such arrangements with Authorised Third Party Banks as may be required in order for such Authorised Third Party Bank to give proper effect to any CC Instruction forwarded to it by the Bank pursuant to Client's use of the Connexis Cash Service.

5.4.2 The Client is solely responsible and liable for the content of all Connexis Cash Instructions. To the extent that the Connexis Cash Service allows for the Client to input a Connexis Cash Instruction for submission to the Bank at a later date or for a Connexis Cash Instruction to be fulfilled at a later date, the Client acknowledges and accepts that these features are provided at the Client's risk. In particular (but without prejudice to the foregoing), the Bank is not responsible and shall have no liability for any Loss arising where the Bank does not process such Connexis Cash Instruction at the time indicated in the Connexis Cash Instruction.



- 5.4.3 The Client irrevocably authorises and, if the Client is acting on behalf of a Principal in its use of the Connexis Cash Service, shall ensure that each Principal has irrevocably authorised, the Bank and any other member of the BNPP Group to whom a CC Instruction is forwarded, to rely and act on such CC Instruction submitted by the Client as being authorised, accurate, complete and not misleading (including, in the case of a payment instruction, debiting the Account specified in the CC Instruction).
- 5.5 Remittance Advice
- 5.5.1 The Client may request the Remittance Advice Functionality, and when such functionality is implemented by the Bank, to send to the beneficiary of an eligible CC Instruction additional information in relation to such credit order (a "**Remittance Advice**"). A Remittance Advice is sent to the email address of each beneficiary as submitted by the Client.
- 5.5.2 Each time an User requests a Remittance Advice, the Client warrants and represents to the Bank that:
- (A) the Client has requested and obtained from the beneficiary its consent to the Bank sending a Remittance Advice to such beneficiary's email address; and
 - (B) the collection of such beneficiary's email address and its consent have been obtained in compliance with Applicable Laws (including data protection obligations).
- 5.5.3 The Client undertakes to comply with the relevant Applicable Laws relating to the processing of personal data.
- 5.6 With reference to clause 8.1 of the E Platform Terms, the Bank is also a Data Controller in respect of Personal Data collected for the purposes of providing the Connexis Cash Service (Data Controller and Personal Data are as defined in the Data Protection Legislation).

6. REPORTS

- 6.1 The Client may use the Connexis Cash Service to request balance and transaction reports for Accounts and email alerts ("**Reports**").
- 6.2 Reports shall only be used for Permitted Purposes and in accordance with the obligations set out in the E-Platform Terms (including those relating to confidentiality, intellectual property rights and data protection).

7. Fees

- 7.1 The Client shall be liable to pay all fees due for using the Connexis Cash Service as set out in and in accordance with the terms of the Connexis Cash Fee Schedule.
- 7.2 All fees and other payments payable to a BNP Paribas Group Bank under this Agreement shall be made without any restriction, condition, set-off or counterclaim and shall be free and clear of any deduction or withholding on account of any tax or otherwise of whatsoever nature and howsoever arising ("**Taxes**"). In the event that any Taxes are required to be deducted or withheld from any payment payable by the Client to the Bank, such payment shall be increased by such amount so as to ensure that the net amount received and retained by the Bank will be the full amount which the Bank would have received had no such deduction or withholding been made or required.

8. Liability



- 8.1 Unless otherwise required by Applicable Law, an action or proceeding by the Client to enforce an obligation, duty or right with respect to the Connexis Cash Service must be commenced no later than one year after the day the cause of action accrues.

9. TERMINATION

- 9.1 Without prejudice to clause 13.2 of the E Platform Terms, the Bank may terminate the Connexis Cash Specific Terms with immediate effect and without prior notice, in the following circumstances:

- (a) a Principal does not belong anymore to the same Group as the Client; or
- (b) an Account is frozen, garnished, blocked, confiscated or otherwise encumbered.

- 9.2 Clauses 13.3 and 13.4 of the E Platform Terms shall apply in the event the Bank terminates the Connexis Cash Specific Terms pursuant to clause 9.1 of the Connexis Cash Specific Terms.

As signified by clicking to accept these Specific Terms you as a User confirm that you have read, understood and hereby agree to be bound by the terms applicable to you contained herein and are authorized to accept and agree to them as set out in the E Platform Terms.

As signified by executing these Specific Terms either electronically or in hardcopy, the Client confirms it has read, understood and hereby agrees to be bound by the terms contained herein.

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Request Type : New

Functional Specifications - APPENDIX 6/SCHEDULE 1

1.ENTITY INFORMATION

| | | |
|--------------------------|--|-------|
| • Entity ID : | ES | CNP01 |
| • Entity Name : | CNP ASSURANCES, S.A., SUCURSAL EN ESPANA | |
| • Entity Address : | CRA DE SAN JERONIMO, 2 | |
| • Postal code and City : | 28014 - MADRID (MADRID) | |
| • Country : | SPAIN | |

2.CONTACT INFORMATION

| | |
|--------------------|--------------------------------|
| • Contact Name : | FABRICE ALBERTI |
| • Phone : | +34693005571 |
| • e-Mail address : | fabrice.alberti@cnppartners.eu |

3.ACCOUNT INFORMATION

| | | | |
|-------------------------|--|--------------|-------------------------|
| Account Number : | ES0901490101110305203001 | CCY : | EUR |
| Account Name : | CNP ASSURANCES, S.A., SUCURSAL EN ESPANA | BIC : | BNPAESMSXXX |
| Reporting : | Yes | Cash : | Yes |
| | | Process : | Add accounts & services |
| Account Number : | ES8701490101140305203002 | CCY : | EUR |
| Account Name : | CNP ASSURANCES, S.A., SUCURSAL EN ESPANA | BIC : | BNPAESMSXXX |
| Reporting : | Yes | Cash : | Yes |
| | | Process : | Add accounts & services |
| Account Number : | ES4101490101190305203003 | CCY : | EUR |
| Account Name : | CNP ASSURANCES, S.A., SUCURSAL EN ESPANA | BIC : | BNPAESMSXXX |
| Reporting : | Yes | Cash : | Yes |
| | | Process : | Add accounts & services |

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BNP PARIBAS

conneXis
Appendix 6/Schedule 1 v19

JK



Schedule 2
Connexis Cash Fee Schedule

Fees and commissions of the Bank for the Service (in € excluding tax)

| STANDARD FEES | |
|---|--|
| IMPLEMENTATION | |
| Implementation services (once-off) | Free |
| CONNEXIS MONTHLY COMMISSION | |
| For the first BNP Paribas site, per month | 30.00 |
| For each extra BNP Paribas Connexis site, per month | 40.00 |
| PASSWORD GENERATOR | |
| First Password Generator (loaned) | Free |
| Additional Password Generator (number two and beyond) | Free |
| ADDITIONAL SERVICES | |
| REPORTING | |
| From Third Party Banks (MT 940-942 fees), per agency, per month | 40.00 |
| TRANSFERS | |
| MT101 to Third Party Banks, per agency per month | 40.00 |
| OPTIONS | |
| ½ day training | 350.00 + travel expenses |
| Personalisation requested by Customer (such as the creation of a specific interface with internal software, file transfers,...) | To be determined on a case by case basis (minimum 1,000.00 per day's work) |



Handwritten signatures and initials



Request Type : New

Functional Specifications - APPENDIX 6/SCHEDULE 1

I.ENTITY INFORMATION

- Entity ID : ESCNP01
- Entity Name : CNP ASSURANCES, S.A., SUCURSAL EN ESPANA
- Entity Address : CRA DE SAN JERONIMO, 2
- Postal code and City : 28014 - MADRID (MADRID)
- Country : SPAIN

II.CONTACT INFORMATION

- Contact Name : FABRICE ALBERTI
- Phone : +34693005571
- e-Mail address : fabrice.alberti@cnppartners.eu

III.ACCOUNT INFORMATION

| | | | |
|-------------------------|--|------------------|-------------------------|
| Account Number : | ES0901490101110305203001 | CCY : | EUR |
| Account Name : | CNP ASSURANCES, S.A., SUCURSAL EN ESPANA | BIC : | BNPAESMSXXX |
| Reporting : | Yes | Cash : | Yes |
| | | Process : | Add accounts & services |
| Account Number : | ES8701490101140305203002 | CCY : | EUR |
| Account Name : | CNP ASSURANCES, S.A., SUCURSAL EN ESPANA | BIC : | BNPAESMSXXX |
| Reporting : | Yes | Cash : | Yes |
| | | Process : | Add accounts & services |
| Account Number : | ES4101490101190305203003 | CCY : | EUR |
| Account Name : | CNP ASSURANCES, S.A., SUCURSAL EN ESPANA | BIC : | BNPAESMSXXX |
| Reporting : | Yes | Cash : | Yes |
| | | Process : | Add accounts & services |

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IV. USERS INFORMATION

| | | | |
|--------------------|--------------------|------------------------|---------------------------------|
| Process : | Add | User ID : | JRGARCIA |
| Given Name : | JOSE RAMON | | |
| Last name : | GARCIA | | |
| Reporting / Cash : | Yes | Email : | joseramon.garcia@cnppartners.eu |
| Authorizer : | No | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34610342000 | Landline Number : | |
| Process : | Add | User ID : | PRODRIGUEZ |
| Given Name : | PILAR | | |
| Last name : | RODRIGUEZ | | |
| Reporting / Cash : | Yes | Email : | pilar.rodriguez@cnppartners.eu |
| Authorizer : | No | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34646704572 | Landline Number : | |
| Process : | Add | User ID : | JBOCES |
| Given Name : | JOSE LUIS | | |
| Last name : | BOCES | | |
| Reporting / Cash : | Yes | Email : | joseluis.boces@cnppartners.eu |
| Authorizer : | Yes | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34689375403 | Landline Number : | |
| Date of Birth : | | | |
| Country of Birth : | | Country of Residence : | |
| Process : | Add | User ID : | MWINDMEYER |
| Given Name : | MIREIA | | |
| Last name : | WINDMEYER TAPIOLAS | | |
| Reporting / Cash : | Yes | Email : | mireia.windmeyer@cbp-espana.eu |
| Authorizer : | No | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34639376518 | Landline Number : | |
| Process : | Add | User ID : | MCORRADI |
| Given Name : | MARIA SOL | | |
| Last name : | CORRADI | | |
| Reporting / Cash : | Yes | Email : | sol.corradi@cbp-espana.eu |
| Authorizer : | No | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34600628361 | Landline Number : | |
| Process : | Add | User ID : | SFRAILE |
| Given Name : | SUSANA | | |
| Last name : | FRAILE ESTEBAN | | |
| Reporting / Cash : | Yes | Email : | susana.fraile@cbp-espana.eu |
| Authorizer : | No | Multi-Entity : | No |
| Administrator : | No | Type : | |



| | | | |
|--------------------|------------------|------------------------|--------------------------------|
| Mobile Number : | +34600628361 | Landline Number : | |
| Process : | Add | User ID : | YTHONNES |
| Given Name : | YVONNE | | |
| Last name : | THONNES | | |
| Reporting / Cash : | Yes | Email : | yvonne.thonnes@cbp-espana.eu |
| Authorizer : | Yes | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34676163417 | Landline Number : | |
| Date of Birth : | | | |
| Country of Birth : | | Country of Residence : | |
| Process : | Add | User ID : | RFRANCO |
| Given Name : | RAUL | | |
| Last name : | FRANCO FERNANDEZ | | |
| Reporting / Cash : | Yes | Email : | raul.franco@cbp-espana.eu |
| Authorizer : | Yes | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34609414451 | Landline Number : | |
| Date of Birth : | | | |
| Country of Birth : | | Country of Residence : | |
| Process : | Add | User ID : | ASEGALES |
| Given Name : | ANNA | | |
| Last name : | SEGALES TORRAS | | |
| Reporting / Cash : | Yes | Email : | anna.segales@cbp-espana.eu |
| Authorizer : | Yes | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34606732623 | Landline Number : | |
| Date of Birth : | | | |
| Country of Birth : | | Country of Residence : | |
| Process : | Add | User ID : | FALBERTI |
| Given Name : | FABRICE | | |
| Last name : | ALBERTI | | |
| Reporting / Cash : | Yes | Email : | fabrice.alberti@cnppartners.eu |
| Authorizer : | No | Multi-Entity : | No |
| Administrator : | Yes | Type : | Administrator |
| Mobile Number : | +34693005571 | Landline Number : | |
| Date of Birth : | | | |
| Country of Birth : | | Country of Residence : | |
| Process : | Add | User ID : | CRUIZ |
| Given Name : | CONCHA | | |
| Last name : | RUIZ | | |
| Reporting / Cash : | Yes | Email : | concha.ruiz@cnppartners.eu |
| Authorizer : | Yes | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34646241068 | Landline Number : | |
| Date of Birth : | | | |

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| | | | |
|--------------------|--------------|------------------------|------------------------------------|
| Country of Birth : | | Country of Residence : | |
| Process : | Add | User ID : | JALVAREZ |
| Given Name : | JOSE ANTONIO | | |
| Last name : | ALVAREZ | | |
| Reporting / Cash : | Yes | Email : | joseantonio.alvarez@cnppartners.eu |
| Authorizer : | Yes | Multi-Entity : | No |
| Administrator : | Yes | Type : | Administrator |
| Mobile Number : | +34629519031 | Landline Number : | |
| Date of Birth : | | | |
| Country of Birth : | | Country of Residence : | |
| Process : | Add | User ID : | CROJO |
| Given Name : | CARLOS | | |
| Last name : | ROJO | | |
| Reporting / Cash : | Yes | Email : | Carlos.rojo@cnppartners.eu |
| Authorizer : | No | Multi-Entity : | No |
| Administrator : | No | Type : | |
| Mobile Number : | +34605086401 | Landline Number : | |

V.SERVICES CONFIGURATION

A.ADDITIONAL SERVICES

- Connexis Gateway : No
- Connexis Mobile : No

B.ENTITY MANAGEMENT

1.ADMINISTRATION

- Administration Level : High
- User approval : Single
- Authorization approval : Single

2.AUTHORIZATION SETTINGS

- Authorization method : Matrix Dual
- Authorization Limit : Transaction
- Currency Check : EUR
- Respect authorization group order : No

C.ADVANCED SETTINGS

1.DATA

- Remove execution date control : No
- Encryption : No
- Check sum : No

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2.FILE IMPORT DATA INPUT SETTINGS

| | File Import | Data Input |
|--|-------------|------------|
| • Partial Import : | Yes | Yes |
| • Partial Import Transactions : | Yes | Yes |
| • Full Modify : | Yes | Yes |
| • Allow once off beneficiary for file import : | Yes | |

3.WORKFLOW

| | |
|------------------------------|-----|
| • Force through : | Yes |
| • Sender required : | No |
| • Checker required : | No |
| • Simplified authorization : | No |

4.CREDITOR ID

| | | | |
|--------|--------|--------|--------|
| • ID : | <none> | Type : | <none> |
|--------|--------|--------|--------|

VI.COMMENTS

Additional Comments :

VII.SIGNATURE

25.03.2021

DAVID

LATTES

Date :

Signature(s) :

Given Name :

Last name :

(*) The original Functional Specification Schedule should be signed by the Client's authorized representative(s) as per supporting documentation. Updates can be signed by the Client's authorized representative(s), or by those Site Administrator(s) whom have been granted by the Client specific powers to update such form.