

PROSEGUR COMPAÑÍA DE SEGURIDAD, S.A.
OTHER RELEVANT INFORMATION

Madrid, October 30, 2024

Reference is made to the framework agreement for relations entered into between Prosegur Compañía de Seguridad, S.A. (the “**Company**”) and Prosegur Cash, S.A. (“**Prosegur Cash**”) on February 17, 2017, novated on March 16, 2021 (the “**Framework Agreement**”).

The Company informs that, on the date hereof, the Company and Prosegur Cash have entered into a second modifying, non-extinguishing novation of the Framework Agreement in order to: (i) adapt to the current reality the definition of the scope of activities of Prosegur Cash and the group of companies of which it is its dominant company within the meaning established by law (the “**Prosegur Cash Group**”); and (ii) conform the general framework for the treatment of related-party transactions between the Prosegur Cash Group and the group of companies whose dominant entity is, within the meaning established by law, the Company, derived from regulatory changes, including, among others, the possibility of delegating certain related-party transactions.

A copy of the aforementioned novation of the Framework Agreement is attached as an Annex to this communication.

The Framework Agreement and its successive novations can be consulted on the corporate website of Prosegur Cash (www.prosegurcash.com).

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Antonio Rubio Merino
Non-Director Secretary of the Board of Directors

Second modifying, non-extinguishing novation of the Framework Agreement for relations between Prosegur Compañía de Seguridad, S.A. and Prosegur Cash, S.A. dated February 17, 2017

Madrid, October 30, 2024

OF THE ONE PART,

PROSEGUR COMPAÑÍA DE SEGURIDAD, S.A., a Spanish company with registered office in Madrid, at calle Pajaritos 24, registered at the Madrid Commercial Registry in volume 3,452, sheet 22, page M-32805 and holding taxpayer identification number A-28430882 ("**Prosegur**"), represented in this act by Ms. Maite Rodríguez Sedano, of age, a Spanish national, with valid national ID card/taxpayer identification number 72579090-Z, as special attorney-in-fact by virtue of the special power of attorney granted by the board of directors of Prosegur at a meeting held on the date hereof.

AND OF THE OTHER PART,

PROSEGUR CASH, S.A., a Spanish company with registered office in Madrid, at calle Santa Sabina 8, registered in the Madrid Commercial Registry in volume 34,442, sheet 50, page M-619528 and holding taxpayer identification number A-87498564 ("**Prosegur Cash**"), represented in this act by Mr. Jose Antonio Lasanta Luri, of age, a Spanish national, with valid national ID card/taxpayer identification number 18594781-V, as managing director of Prosegur Cash.

Prosegur and Prosegur Cash shall be jointly referred to as the "**Parties**" and each, individually, as a "**Party**".

The Parties mutually acknowledge each other's legal capacity to enter into this second modifying, non-extinguishing novation of the Framework Agreement for Relations between Prosegur Compañía de Seguridad, S.A. and Prosegur Cash, S.A. of February 17, 2017 (the "**Second Novation Agreement**") and, to that effect,

EXHIBIT

- I. Prosegur Cash is a Spanish listed company in which the Spanish listed company Prosegur has a 81.452% stake.
- II. As a result of the flotation of Prosegur Cash in 2017, the Parties entered into a Framework Agreement for Relations dated February 17, 2017 (the "**Framework Agreement**") in order to regulate the relations between the Parties, particularly as regards the definition of the area of activity of the Prosegur Cash Group, based on the principles of preference and safeguarding the interests of the minority shareholders of Prosegur Cash.
- III. The Framework Agreement established that (i) the area of activity of the Prosegur Cash Group would consist of the pursuit of the Cash business worldwide, with Prosegur undertaking to ensure that the Cash business to be pursued by the Prosegur Group would be pursued exclusively by companies in the Prosegur Cash Group, and that

(ii) the Prosegur Cash Group could not operate, either in its own name or in consortium with third parties, the Security and Alarms businesses; without prejudice to the exceptions that may be applicable in accordance with the provisions of the Framework Agreement.

- IV. On March 16, 2021, the Parties proceeded to novate the Framework Agreement to adapt the area of activity of the Prosegur Cash Group as a result of the sale and transfer by Prosegur Cash to Prosegur of certain areas of the added-value outsourced services (AVOS) business for financial institutions and insurance companies (the "**Novation Agreement**").
- V. Taking into account the evolution of the market in which both Groups operate, the progress of digitalisation and the development of transformation products related to the cash collection and management business with which to take advantage of the new opportunities that arise, the Parties consider it appropriate to novate the Framework Agreement in order to define, in a precise manner, in accordance with the provisions of Recommendation 2 of the Spanish Good Governance Code of Listed Companies, the area of activity of Prosegur Cash and the companies of its Group, based on the principles of preference and safeguarding the interests of all the shareholders of Prosegur Cash.
- VI. Likewise, for clarification purposes and to avoid any doubt, the Parties consider it appropriate to novate the Framework Agreement to delimit the general framework for the treatment of related-party transactions between the Prosegur Group and the Prosegur Cash Group arising from regulatory changes, including, among others, the possibility of delegating certain related-party transactions.

In light of the above, the Parties have decided to enter into this novation agreement (the "**Second Novation Agreement**") in accordance with the following

CLAUSES

1. Defined Terms

Terms used in this Second Novation Agreement beginning with a capital initial shall have the meaning assigned to them in the Framework Agreement (as successively novated), unless assigned a different meaning.

2. Modifying, Non-Extinguishing Novation of the Framework Agreement

Paragraph (ii) of Exhibit I of the Framework Agreement shall have the following wording with effect from today's date (the amendments that are incorporated are underlined):

“(ii) Securities Logistics and Cash Management (“Cash”): services for the management and local and international transport (land, sea and air) of cash and other high value goods (jewels, art works, precious metals, electronic devices, votes, legal evidence, etc.) including: (A) services for the uplift, transport, custody and deposit of cash and other valuable goods; management and automation of cash (counting, processing and packaging, as well as preparation and ordering of coins) and control and traceability systems for cash flows; (b) integral solutions for

automated teller machines (ATMs) (operation on their own behalf or on behalf of third parties, planning, loading, monitoring, first and second level maintenance, balancing and other additional services); (c) planning and forecasting of cash requirements of, among others, branches and vaults of financial institutions; (d) comprehensive solutions for cash self-service machines (CSSMs) (devices for deposit, recycling and distribution of notes and coins, payment of invoices, etc.); and (e) added-value outsourced services (AVOS) for financial institutions and insurers (outsourcing of tellers, multi-agency services, check processing and related administrative services, etc.) with the exception (save in Argentina and Paraguay) of the following areas: Front Office (outsourced services centers specializing in contact center processes: inbound and outbound calls, technology applied to the voice channel, online chat, lead rating processes, segmentation, database classification and enrichment, and contact center business consulting), Back Office (outsourced services centers specializing in back-office processes: legal support services, call centers and card and POS terminal anti-fraud systems, telephone and online banking, commercial and service telemarketing campaigns, centralized recovery services, help desk and service desk, real estate asset management and other centralized financial management services), AML check services and technology (tool for handling compliance and AML requests and associated reporting; outsourced services associated with this activity), ERF check services and technology (conciliation tool for handling financial control and mitigation of operational risk; outsourced services associated with this activity), and Insurance Sector Technology (“SISnet Suite”, handling the specific needs of the insurance sector in relation to marketing and the pursuit of the insurance business through a multi-company, multi-branch and multi-channel core that manages processes for individual, group and family policies); and, (f) in general, all kinds of activities related to the businesses described above, such as activities related to the currency exchange business, through digital platforms or in person at physical establishments, with the banking correspondent business and collection and payment services, all kinds of activities typical of an electronic money entity and those related to the custody of cryptocurrencies and all kinds of digital assets or cryptographic keys thereof and transfer services for said assets.”

Clause 4.2 of the Framework Agreement shall have the following wording with effect from today's date (the amendments that are incorporated are underlined):

“4.2 Approval of Related-Party Transactions

All Related-Party Transactions must be authorized by the Board of Directors of Prosegur Cash, following a favorable report from its Audit Committee and in any case with the abstention in the deliberation and voting of the proprietary directors appointed by Prosegur.

Without prejudice to the foregoing, the authority to approve related-party transactions whose amount or value is equal to or greater than 10% of the total assets according to the last consolidated annual balance sheet approved by Prosegur Cash will correspond to the general shareholders’ meeting of this entity in accordance with the provisions of article 529 duovicies of the Capital Companies Law.

Notwithstanding the provisions of the first paragraph of this clause, the Board of Directors of Prosegur Cash may delegate the approval of the following related-party transactions:

a) transactions between companies that form part of the same group that are carried out within the scope of ordinary management and under market conditions (which will include those resulting from the execution of a protocol or agreement or framework agreement) and provided that they fall within one of the following types of operation or service:

- Supply of fuel through tanks owned by the Prosecur Group.
- Training services provided by the Prosecur Group.
- Related-Party Transactions resulting from protocols or framework agreements previously approved by the Board of Directors of Prosecur Cash at any given time, following a report from the Audit Committee.

b) transactions between companies of the Prosecur Group and companies of the Prosecur Cash Group that are entered into under contracts whose standardised conditions are applied en masse to a large number of clients, are carried out at prices or rates established in general by the person acting as supplier of the goods or services in question, and whose amount does not exceed 0.25 per cent of the net turnover of Prosecur Cash and provided that said transactions are aimed at the provision of services by the Prosecur Group or the Prosecur Cash Group, respectively, to the Prosecur Cash Group or the Prosecur Group, respectively, inherent to the businesses within their respective area of activity.

The approval of related-party transactions that may be delegated as referred to in the preceding paragraphs will not require a prior report from the Audit Committee of Prosecur Cash. However, the Board of Directors of Prosecur Cash must establish an internal procedure for periodic information and control in relation to them, in which the Audit Committee must intervene, and which will verify the fairness and transparency of said operations and, where appropriate, compliance with the legal criteria applicable to the aforementioned exceptions”.

In all matters not expressly modified by this Second Novation Agreement, the Framework Agreement shall remain in full force and effect under the terms of the Novation Agreement.

3. Other provisions

Clauses 7 and 8 of the Framework Agreement shall apply *mutatis mutandis* to this Second Novation Agreement.

AND, IN PROOF OF COMPLIANCE, the Parties execute this Second Novation Agreement in two copies (one for each of the Parties) at the place and date indicated in the heading.

Prosegur Cash, S.A.
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Prosegur Compañía de Seguridad, S.A.
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Mr. Jose Antonio Lasanta Luri

Ms. Maite Rodríguez Sedano