



PROSEGUR'S GENERAL CONDITIONS ON PURCHASING AND CONTRACTING

1. DEFINITIONS

In order to provide clarity and understanding of these General Conditions, the following definitions shall apply;

- **Prosegur:** Group company acting as purchaser and/or contractor in each Purchase and/or Contract.
- **Prosegur Group:** Business entities associated for the purposes of Article 42 of the Spanish Code of Commerce.
- **Purchase:** Transaction whose most significant amount mainly corresponds to the acquisition of goods.
- **Contracting:** The amount of the transaction mainly corresponds to the purchase of works and/or services and thus, workforce. Both purchasing and contracting may have components of works, goods and services. With regard to these Terms and Conditions purchasing and contracting are considered equivalent terms.
- **Order:** Binding document for the parties, issued by Prosegur for the supplier who was previously awarded the purchase order or contract, stating the prices, terms and conditions for the supply of the goods or the provision of the service.
- **Contract:** Binding agreement signed between the parties in which the prices, terms and conditions for the execution or subcontracting of a work, or the provision of a service are fixed.
- **General Conditions:** Document that sets out the basic terms for the purchase of goods and/or procurement of works and/or services process.
- **Supplier:** The entity that has been awarded an order.
- **Contractor:** The entity that has been awarded a contract.
- **Specific Conditions:** Also called Request for Quotation. Any document that contains all the requirements, of any kind, for the supply of goods, provision of the service or performance of the work in the form and with the quality required.



2. PURCHASING AND CONTRACTING GENERAL CONDITIONS

2.1. Validity and priority of the contractual documentation

2.1.1. The Terms and Conditions will be notified to the Suppliers/Contractors in the Purchasing/Contracting process and will be part of the contractual documentation stated in the Order/Contract, in all its terms and conditions.

2.1.2. These General Conditions may be supplemented by Specific Conditions and/or the corresponding Orders/Contracts. In the event of a discrepancy between what is established in these general terms and conditions and the specific terms and conditions set out in a Procurement document, the latter should prevail, and the order of priority will be as follows:

- Any subsequent modifications of the Order/Contract, expressly agreed to in writing and subsequent to the date of issuance or subscription of the same.
- The purchase Order/Contract and attached documents.
- Any modifications of the technical specifications requested
- The technical specifications requested.
- Modifications to the General/Specific Conditions.
- The Specific Conditions.
- The General Conditions
- Subsequent clarifications to the offer made in writing by the Supplier/Contractor, which has been accepted by Prosegur.

2.1.3. Any other Terms and Conditions proposed by the Supplier/Contractor other than those stated herein will not be accepted unless Prosegur expressly accepts them in whole or in part.

2.1.4 Any conditions and specifications that the Supplier/Contractor inserts in his delivery notes, invoices or any other documents exchanged between the parties contrary to the specific conditions set forth in the Order/Contract shall be null and void.

2.1.5. Works and/or service contracts shall remain in force throughout the execution of the work relating to the same, in accordance with the contractual documentation. If a due date has been predetermined and the duration of such work exceeds such date, the contract shall be tacitly extended for additional monthly periods, unless terminated by either party by written notice of termination given at least fifteen days prior to the due date or to the expiry of each period.

However, the contract may include clauses that shall apply regarding compliance with deadlines and extensions thereof.

Revised by	Compliance Officer; Quality and Processes Global Manager
Approved by	Corporate Director of Expense Management



2.2. Obligations and responsibilities of the Supplier/Contractor

2.2.1 The Supplier/Contractor undertakes to carry out the works, services and the supply of goods, as set out in the Order/Contract and/or its attachments and fulfil all the technical, administrative, fiscal, labour and legal obligations and any others related to the contractual relationship.

2.2.2. The Supplier/Contractor shall submit all the documentation as required by Prosegur in the Order/Contract, both within the time limit and in the quantity stipulated, as well as any other information or document of any kind which may be required by any laws, rules or regulations applicable to the supplies, works or services.

2.2.3. The Supplier/Contractor, whenever Prosegur requires, must provide documentary evidence of compliance with the obligations referred to in the preceding paragraphs. Failure to submit such supporting documentation, or insufficient presentation of the same, shall constitute a material breach of its obligations.

2.2.4. In accordance with the nature of the Order/Contract, the Supplier/Contractor shall appoint those responsible, within their organization, in charge of the supply of the goods and/or contracting of the works and/or provision of the services as stated in the Specific Conditions of the same, and shall notify such appointment to Prosegur's Coordinator.

2.2.5. The Supplier/Contractor and, if applicable, his subcontractors are responsible for the punctual payment of wages, social contributions and any other occupational compensation or benefit of whatever nature that, for whatever reason, their employees have to receive and hold Prosegur harmless from and against any claims arising from the breach of this obligation.

2.2.6. The Supplier/Contractor and, if applicable, his subcontractors, shall comply with the legal regulations currently in force and others such as those of the Basic International Labour Organization Conventions that set out the fundamental principles of labour rights and social security.

2.2.7. The Supplier/Contractor and, if applicable, his subcontractors shall comply with the applicable Environmental, Safety, Hygiene and Occupational Hazards provisions in force, and abide by Prosegur's policies and procedures and Prosegur's Code of Ethics and Conduct that is attached to this Agreement

2.2.8. The Supplier/Contractor and, if applicable, his subcontractors will be liable and bound to pay compensation for damages and will hold Prosegur and the rest of the Prosegur Group harmless from and against any claims for direct, indirect and/or consequential damages, including business loss, harm to their reputation or loss of business profits or earning potential, loss or destruction of their property or that of third parties or death, illness or injury of any of their employees or that of third parties, arising from the performance of the contractual or legal obligations associated with the project execution activities by the Supplier/Contractor and/or where applicable, his



subcontractors. This responsibility shall include legal fees and costs, and the level of insurance taken out under Clause 2.10 will not limit their liability.

2.2.9 The Supplier/Contractor and, if applicable, his subcontractors will be held liable by Prosegur and by the other companies of the Prosegur Group for direct, indirect and/or consequential damages, including business loss, harm to their reputation or loss of business profits or earning potential that, both he/they and other persons for whom he/they is/are legally or contractually liable, could cause Prosegur or companies of the Prosegur Group due to loss or destruction of their property or death, illness or injury of any of their employees, arising from any action or omission in the performance of the contractual or legal obligations associated with the purchase Order/Contract by the Supplier/Contractor and/or where applicable, his subcontractors. This responsibility shall include legal fees and costs, and the level of insurance taken out under Clause 2.10 will not limit their liability.

2.2.10. The Supplier/Contractor guarantees Prosegur's indemnity against any possible claim of the Contractor's workers involved in the fulfilment of the Order/Contract or his subcontractors, which will be defended or settled by the Supplier/Contractor, who shall also bear the expenses incurred in defending and settling such claim and the corresponding amounts on which the compromise is based or included in a final and binding sentence.

2.2.11. Furthermore, the Supplier/Contractor guarantees Prosegur's indemnity against any administrative sanction or any other type of penalties, eventually imposed as a direct or indirect result of the execution of the Order/Contract.

2.2.12. If the Supplier/Contractor fails to fulfil the obligations set forth in the preceding paragraphs, Prosegur will be entitled to deduct from the following certifications/invoices the total amount of such claims or penalties unsettled or unpaid by the Supplier/Contractor as well as the defence costs incurred by Prosegur, as a result of such breach of contractual obligations.

2.2.13. The legal liability regime referred to herein does not apply to the responsibilities attributable to each Party and enforceable under the occupational risk prevention legislation or any existing regulations applicable in this particular field and its statutory development rules, in which case the legislative and regulatory regime of such liability will apply.

2.2.14. The liability set out in clause 2.2.9 shall be extended, and shall also effective during the Guarantee Period.

2.2.15. In those cases in which the Supplier/Contractor is a temporary joint venture, or any entity not endowed with legal personality apart from that of its members, the liability that arises from this Purchase Order/Contract against Prosegur is held jointly and severally by all the joint venture partners, individuals or enterprises.

2.2.16. As a result of the foregoing, and in accordance with the provisions in Articles 1.137 and 1.144 of the Spanish Civil Code, Prosegur could indiscriminately and individually have a claim against any natural or legal persons in the temporary joint



venture, or entity devoid of legal personality to require compliance with all the obligations under the Purchase Order/Contract.

2.2.17. Prosegur, in no case and under no circumstances, shall be liable for direct, indirect and/or consequential damages incurred by the Supplier/Contractor, directly or indirectly arising from the Order/Contract, including but not limited to loss of use, loss of profits and business interruptions.

2.3. Prosegur's obligations and responsibilities

2.3.1 The payment of goods, works and/or services in accordance with the prices and conditions stipulated in the order/contract as set forth in clauses 2.5 and 2.6.

2.4. Purchase Order/Contract Assigned to a third party

2.4.1. The works, goods and services under the Purchase Order/Contract may not be subcontracted or delegated, in whole or in part, without the prior written consent of Prosegur, expressly subrogating, in such case, the subcontractor in all the conditions of this document.

2.4.2. For the purpose of obtaining prior authorization for subcontracting, the Supplier/Contractor shall request the Subcontractor to submit all the documentation specified in the Request for Quotation and in these General Conditions, as well as his written commitment to comply with each and every one of the clauses of the Purchase Order/Contract and documents attached to it, and immediately deliver them to Prosegur.

2.4.4. When using subcontractors, the Supplier/Contractor will continue to be held primarily liable to Prosegur for the fulfilment of the obligations under the Purchase Order/Contract, even in the case of goods, works and/or services directly supplied/provided by the authorized subcontractor. Notwithstanding this, Prosegur may at any time inspect and monitor the work of the subcontractor and the fulfilment of his obligations.

2.5. Economic conditions and taxes

2.5.1. The prices listed in the Order/Contract and/or its attachments, shall be fixed and not subject to revision until the full and correct completion of the Order/Contract, unless otherwise stated, and shall include all taxes, charges, levies, fees and present or future excise duties, with the exception of Value Added Tax or other taxes of similar nature, which shall be listed as a separate item.

2.5.2. Goods, works and/or services that have not been included in the Purchase Order/Contract will not be paid for if they have not been previously quoted in writing by the Supplier/Contractor, and Prosegur has accepted, in writing, the corresponding modification of the Purchase Order/Contract.

2.5.3. Payment of advances on account are made, on a case by case basis, against presentation of an irrevocable and unconditional joint bank guarantee, for the amount to be paid, on first demand and waiving the benefit of excussio and division, and provided



that such advance payments is thus referred to in the corresponding Purchase Order/Contract.

2.5.4. The payment for the Purchase Order/Contract shall not imply a waiver of the rights of Prosegur stipulated therein.

2.5.5. The Supplier/Contractor shall be responsible for any difference in freight rates, delivery charges, taxes or any other expenses caused by the breach of the shipping instructions or other conditions established in or applicable to the Purchase Order/Contract.

2.5.6. All taxes levied on business transactions related to these General Conditions, will be borne by the parties as legally established. The contributing party is responsible, in each case, of the correct taxation as regards its obligations.

2.6. Method of payment

2.6.1. All payments will be made within 60 calendar days of the invoice date, unless a different period has been agreed between the parties or another period of payment is established by legal imperative. The bills will be paid only if Prosegur has documents attesting that the services were performed in conformity with the provisions of the Purchase Order/Contract. In the case of the supply of goods it shall be as specified in the Incoterms and/or delivery terms included in the Order.

The standard method of payment established is bank transfer or confirming.

2.6.2. The other payment terms will be clearly defined in the Tendering Specifications and in the Purchase Order/Contract.

2.7. Acceptance of the Purchase Order/Contract

2.7.1. Acceptance of the Contract: The signature of the contract by the parties shall presume full acceptance of the same.

2.7.2. Order Acceptance: The signature or acknowledgment of receipt shall be deemed as a sign of acceptance of the Order by the Supplier/Contractor to Prosegur. In any case, the processing of the Purchase Order entails the Supplier's implicit acceptance of the same and excludes any exceptions not accepted in writing by Prosegur.

2.8. Completion and delivery terms

2.8.1. The delivery/completion time set out in the Purchase Order/Contract shall be final and binding, and in the date and place and quantity specified in the delivery/completion schedules defined and supplied by Prosegur.

2.8.2. In case of delay in delivery/completion, Prosegur may apply the penalties that have been established and/or, where appropriate, terminate the Purchase Order/Contract as set forth in clause 2.16.



2.8.3. Prosegur may change the delivery/completion, or impose the temporary suspension of the deliveries. For this purpose, an agreement will be sought for the necessary **adjustment** of the Order/Contract.

2.9. Guarantees

2.9.1. The Guarantees that, based on the nature of the goods, works and services, may be established by Prosegur are:

The Supplier/Contractor will have to provide guarantees for performance of contracts, or delivery of goods, works or services, in order to ensure compliance with all his contractual obligations under the Purchase Order/Contract, from the time of acceptance/signature of the Purchase Order/Contract, until the final delivery of the required goods, works and/or services to Prosegur. The requirement or not of such Guarantee shall be established in the relevant RFQ and/or Purchase Order/Contract.

This Guarantee shall be established following the Bank Guarantee Model in Annex III (issued by a bank with a minimum rating of BBB- by Standard & Poor or approved by Prosegur's Department of Treasury) or surety insurance (issued by an insurer with a minimum rating of BBB- by Standard & Poor or approved by Prosegur's Insurance Department) or an amount directly withheld from the invoice.

2.9.2. The supplier guarantees that it has full ownership of the goods they supply, that they are appropriate for their intended purpose and of top quality and first-time use, and that they meet the safety and quality requirements specified in the Order. Furthermore, the Supplier/Contractor ensures compliance with the relevant legislation as well as with Prosegur's own standards, and that will abide by the terms and conditions set out in the work/performance programs.

2.9.3. The Supplier/Contractor also guarantees that the goods, works and services are free of liens and encumbrances or third party rights, free from defects and fit for sale/use, and that he has the necessary patents, licenses and any other industrial/intellectual property rights for the completion of the Order/Contract.

2.9.4. Amounts withheld as Guarantee: The amounts withheld as guarantee shall be laid down in the Order/Contract.

2.9.5. The Guarantee Period for goods, works and/or services provided/completed by the Supplier/Contractor shall be laid down in the Order/Contract. Failing this, it will be fixed as set forth below;

For goods; 12 months from the date of commissioning or 24 months from the date of receipt at destination or availability, according to the applicable Incoterm, whichever is the earliest, if the provider has conditions of longer duration they will be taken into consideration.

For work and/or service contracts; 12 months from the date the provisional acceptance is signed.



Other time limits may be demanded when the applicable law and/or the specific nature of the supply, work and/or service in question so requires.

2.9.6. During the guarantee period all breaches and/or damages shall be borne by the Supplier/Contractor, without prejudice to the abovementioned Clause 2.2.17 et seq., in the event of non-performance or inadequate or defective performance of the contractual obligations acquired by the Supplier/Contractor in relation to the supply, work or service, and if appropriate, quality defects of the materials used.

The warranty period shall be interrupted for the time used for repairs or replacements, which in turn will be guaranteed, as of its completion, for a period equal to the initial guarantee provided.

2.9.7. The non-performance or inadequate or defective performance of a supply, work and/or service contract or quality defect, where the Supplier/Contractor has not made the appropriate corrective actions, or when not showing due diligence in resolving the problems, may lead to Prosegur holding payments due; enforcing the economic and/or bank guarantee/s and even the total or partial rejection of the supply, work or service performed, returning the amounts already paid. The Supplier/Contractor shall not file any claim or cause of action arising out of or related to this circumstance.

2.9.8. Prosegur will deduct the applicable penalties from the Supplier's/Contractor's invoices pending payment.

Likewise, to recoup its own costs or the costs and expenses derived from contracting with third parties the repair or performance of the supply, work or service non-performed or inadequately or defectively performed by the Supplier/Contractor, and any other debt the Supplier/Contractor might have with Prosegur, the latter may deduct such amounts from the Supplier's/Contractor's invoices pending payment.

The payment or deduction of such penalties and costs shall not relieve the Supplier/Contractor of any of his other obligations and liabilities arising from the Order/Contract.

2.9.9. Any amount claimed to Prosegur due to overdrafts of the Supplier/Contractor or non-payment of wages, social insurance, tax obligations and any others that may be claimed to Prosegur under legal or regulatory provisions, are automatically considered debt of the Supplier/Contractor with Prosegur.

2.9.10. Eventual deductions made in accordance with the preceding paragraphs shall be wholly independent of the amount deposited as Guarantee.

2.10. Insurance

2.10.1. Without prejudice to his responsibility for complying with the obligations of the Order/Contract, which is not limited by this clause, the Supplier/Contractor shall take out and thereafter maintain an insurance policy for the duration of the Order/Contract, with an insurance company of recognized financial solvency, as described below. The coverage and amounts covered by these insurance policies will never be lower than



those required by current legislation. They will in no way modify the obligations of holding Prosegur harmless from liabilities as established in the Order/Contract.

2.10.1.1 Works and/or Service Contracts

a) Insurance protection against sickness and occupational accidents for all employees assigned to the work in accordance with applicable laws, including the laws of the state of origin of expatriate employees.

b) Construction/building and installation insurance as well as coverage for construction equipment rented, leased or owned by the Contractor, with a limit not lower than its replacement value. In the case of construction insurance, adjacent and pre-existing additional coverage will be required. In the event of an accident, regardless of the cause, the Contractor expressly waives the right of appeal against Prosegur for any damage or loss incurred by such goods, undertaking to inform in writing to his insurance companies such waiver of recourse.

c) Business liability Insurance, including among others employers liability, professional liability, product liability, product recall liability, post-work liability and pollution and contamination liability with the cover set at an amount equal to the amount for the work/services contracted and set out in the Specific Conditions of each Contract and which will be, at least, the standard amounts set out in Annex I.

In the case of liability policies, if they are taken out with temporal coverage per occurrence, the Contractor shall maintain such policies in force until the expiration of the warranty period or legal liability. If the policies are contracted with temporal coverage per claim, the Contractor shall maintain the policies in force for at least two (2) years after the expiration of the legal liability or warranty period.

Such insurance policies shall include Prosegur as an additional insured, without losing its third party status.

d) If the use of cars, self-propelled machinery, industrial machinery, aircraft or vessels, were to be used for the performance of the works, liability insurance should be taken, with a limit per claim specifically stated in the Specific Conditions of each contract which will be at least that of the standard amounts listed in Annex I.

If vessels were to be hired, protection and indemnity coverage (ship-owner/charterer) with a club of the International Group will be required.

Notwithstanding the foregoing, the Contractor may take out supplementary insurance as he deems necessary for full coverage of their responsibilities under the Contract.

2.10.1.2 Purchase orders for goods

a) Insurance protection against sickness and occupational accidents for all employees assigned to the work in accordance with applicable laws, including the laws of the state of origin of expatriate employees.



b) Freight insurance to cover the goods and/or equipment related to the Order, in accordance with the purchase conditions and the Incoterm of the Specific Conditions.

Business liability insurance, including among others, employers liability, professional liability, product liability, product recall liability, post-work liability and pollution and contamination liability with the cover set at an amount equal to that of the purchased goods and which will be, at least, equal to the amount set out in the Specific Conditions of each Contract.

In the case of liability policies, if they are taken out with temporal coverage per occurrence, the Supplier shall maintain such policies in force until the expiration of the warranty period or legal liability. If the policies are taken out with temporal coverage per claim, the Supplier shall maintain the policies in force for at least two (2) years after the expiration of the legal liability or warranty period.

Such insurance policies shall include Prosegur as an additional insured, without losing its third party status.

Notwithstanding the foregoing, the Supplier may take out supplementary insurance as he deems necessary for full coverage of their responsibilities under the Contract.

2.10.2. Prior to the delivery of the goods or the commencement of the work/service, the Supplier/Contractor must provide a certificate of the insurance policies taken out. This certificate will be incorporated into the Contract/Order as an Attachment. Failure to deliver the certificate entitles Prosegur to terminate the Contract/Order for reasons attributable to the Supplier/Contractor.

2.10.3. The Supplier/Contractor shall, whenever required by Prosegur, produce the policies of insurance, either the originals or legitimized copies of the same, and the receipts for payment of the current premiums, or supporting documents. The Supplier/Contractor is obliged to deliver all this in a period not exceeding seven (7) days.

2.10.4. The Supplier/Contractor is required to notify Prosegur in writing any issues affecting the life and conditions of the insurance policies.

2.10.5. In any case, Prosegur will never be liable for limits, deductibles or limitations specified in the conditions of the insurance policies taken out by the Supplier/Contractor.

2.10.6. In all insurance policies referred to in clause 2.10.1., a provision should be included stating that the insurer excludes Prosegur of liability and non-recourse, precluding the right of the insurance undertaking to institute proceeding against Prosegur.

2.10.7. The Supplier/Contractor shall, under his sole responsibility, require the subcontractors to assume the same responsibility and insurance policy as required to the



Supplier/Contractor. This does not relieve the Supplier/Contractor from his responsibility towards Prosegur.

2.10.8. Depending on the scope or the nature of the Contract/Order, Prosegur reserves the right to:

1. Request higher limits per casualty than those set out in Annex
2. Request additional coverage or insurance policies other than that included in paragraph 2.10.1

2.11. Penalties for noncompliance

2.11.1. Sanctions or penalties for noncompliance of the Supplier/Contractor shall be defined in the Specifications and in the Order/Contract, and otherwise, and shall be subject to the commercial legislation currently in force.

2.11.2. The penalties applied when the Supplier/Contractor does not fulfil his obligations should be included in the specific conditions of the Order/Contract, otherwise the following penalties shall be applied:

- Delivery of Materials: Penalty of up to 10% per week
- Delay in the performance of works or services: Penalty of up to 5% per week.

2.12. Transfer of rights and credits

2.12.1. Orders/Contracts and credits and/or invoices for these legal relationships may not be assigned in whole or in part, nor be pledged as collateral, without the prior express authorization of Prosegur, in writing and as previously established.

2.12.2. Prosegur may assign, without prior consent of the Supplier/Contractor, some or all of its rights and obligations under the Purchase Order/Contract in favour of any company of the Prosegur Group or resulting from any corporate transaction which involves succession of all or part of the rights and obligations.

2.13. Inspections/Activations

2.13.1. The Supplier/Contractor shall perform the necessary inspections on their own and at their expense, prior to delivery of the goods, works or services to ensure that all the requirements specified in the Order/Contract are met.

In order to expedite the steps to meet the deadlines for delivery, the Supplier shall have a control system to monitor his suppliers of materials, components and services affecting the good/s subject of the Purchase Order.

The Supplier/Contractor shall inspect, by means of a competent Control Agency, those goods subject to legal requirements (technical regulation, safety, environment, and so on) and/or as specified in the contractual terms of the Order/Contract.



2.13.2. Prosegur reserves the right to make inspections of the goods subject of the Order/Contract and require as many tests as it deems necessary, which shall be borne by the Supplier, both in the Supplier's premises and in those of its suppliers.

For this, Prosegur will appoint inspectors who will have free access to the workshops and manufacturing processes. This inspection does in no way reduce the responsibility of the Supplier.

2.13.3 The Supplier/Contractor shall perform semi-annual reviews of those facilities or temporary workshops within the premises of Prosegur or that of its clients. The Supplier/Contractor shall inform Prosegur on the outcome of these inspections and reviews.

2.13.4 When the Order/Contract requires the Supplier/Contractor to forward any documents (construction drawings, plans, specifications, and so on) to Prosegur, the same shall be previously approved and signed by the Supplier/Contractor. Prosegur reserves the right to verify the accuracy of the documentation and information provided by the Supplier/Contractor either on site or where Prosegur indicates or requests. For this purpose, Prosegur may appoint inspectors who shall have free access to these documents. This inspection does not reduce in any way the liability of the Supplier/Contractor.

2.14. Delivery and shipping of goods

2.14.1. All goods supplied must be adequately packaged to avoid any damage. Prosegur will not accept any charges for packaging if it has not been previously agreed. Goods corresponding to different Orders/Contracts shall not be packed together.

2.14.2. All shipments shall be accompanied by a delivery note or proof of delivery indicating the quantity, product description, number of Order/Contract, reference of the Supplier/Contractor and a packing list. The document format shall be specified in the Order/Contract and/or Specific Conditions.

2.14.3. All packages will be marked on the outside with the destination of the goods and the corresponding number of Order/ Contract and directions for handling or precautions to be taken when necessary.

2.14.4. In the case of goods which, by their nature, are delivered in discreet packaging (e.g. laboratory products), the supplier shall follow the following instructions:

- a) Each package shall be marked with the lot number and manufacture number and date.
- b) Goods corresponding to more than two lots will not be included in the same delivery except when the Supplier has previously notified it to Prosegur, and the latter has accepted it in writing.
- c) The Supplier shall notify the expiry date of the goods, in those cases where there is such, printing it on the containers.



d) The identification, labelling, transportation and handling standards established in the security data sheet and the specific rules regarding dangerous goods.

2.14.5. For goods which by their nature are delivered in tanks, the Supplier shall comply with and enforce the following:

a) The duties and responsibilities of the consignor and of the carrier, both when contracting, and during loading operations, shall follow the provisions of applicable laws (Law on Land Transport Regulations, European Agreement on International Carriage of Dangerous Goods by Road (ADR), and so on).

b) The carrier shall perform the loading operations at Prosegur's premises.

c) The carrier is bound to comply with the freight centre's regulations (both regarding performance and safety).

d) The Supplier shall always be accountable to Prosegur and to any third party for any damages that could be caused during loading operations within the freight centre (negligent or improper action).

e) In order to allow access to the freight vehicles into the premises, the Supplier must have previously duly justified that the MMPP carriers have the following valid documentation:

- Insurance(s)
- ITV (Technical Inspection of Vehicles)
- Driving licence and driver's ADR
- ADR Certificate of the tractor and tank
- Driver's EPI
- Orange plates and danger placards or labels
- ADR Consignment note
- EPI to be used by the driver according to current regulations.

2.14.6. The receipt of a dispatch or the delivery of goods as such shall not be regarded in itself as final acceptance thereof, which shall be subject to further review by Prosegur.

Prosegur is entitled to complain about any defects, whether including or not, defects in quality or quantity, as well as others. The Supplier must take the necessary measures to resolve such complaints.

2.14.7. The Incoterm (latest edition) as defined in the tender documents and in the corresponding Order shall be applicable for the delivery of supplies.

2.14.8. Prosegur reserves the right to return the goods, at the expense of the Supplier, in the case of non-compliance with the specifications and quantities requested.

2.15. Acceptance of Works, goods and/or services



2.15.1. Provisional Acceptance: Once the works and/or services have been completed and all the required documentation delivered, if it has been adequately performed, with all the tests and installation tests successfully performed, Prosegur will draw up a provisional certificate of acceptance stating conformity or non-conformity, regarding the fulfilment of the conditions laid down in the Order/Contract for the work actually performed, availability dates, quality, proper operation and any other comments. From the date in which the provisional certificate of acceptance is signed the guarantee period starts to be effective. This provisional certificate of acceptance shall be signed by the Contractor to that effect.

2.15.2. If the works and/or services performed exhibit any kind of defect Prosegur shall give the Contractor a period to repair or rectify it. If this is not performed within the specified time limit, Prosegur may perform it by itself or have it done by third parties and deduct the cost from the amount withheld as a guarantee or, in the case of works or services not covered by the guarantee, charge the cost to the Contractor.

2.15.3. Final acceptance: Once the warranty period established for the works and/or services has elapsed and provided that there are no complaints of Prosegur still to be resolved by the Contractor, the final acceptance of the works and/or services will take place. Prosegur is obliged to reimburse the Contractor the amount, if any, of the retainage and guarantee funds that have not been disbursed.

2.15.4. The Contractor will rebuild, at his own expense, those works that are defective due to errors or omissions of the Contractor. He will also bear the costs of repairing, modifying or replacing the materials required to correct such errors or omissions.

2.15.5. The delivery of goods, works and services and the provision of the appropriate delivery note or packing slip, does not mean that Prosegur has accepted the quality of the works goods and/or services delivered. Regardless of the warranty periods specified for each product, work or service, Prosegur has fifteen (15) calendar days to verify the quality of the works, goods and/or services delivered and to return them, which shall be borne by the Supplier/Contractor, if they do not meet the quality or technical specifications required in the Order/Contract.

2.15.6. If the delivery of goods, works and/or services has not been made in its entirety, Prosegur will only be obliged to pay to the Supplier/Contractor the price of the works, goods and/or services that have been properly delivered and accepted by Prosegur. This without prejudice to the right of Prosegur to require the Supplier/Contractor to fulfil his obligations to deliver the remaining works, goods and/or services or to cancel the Order/contract of the same, and in any case, to be compensated for damages.

2.16. Termination of the Order/Contract

2.16.1. The Order/Contract shall terminate by cancellation or completion.

2.16.2. Cancellation of the Order/Contract for reasons imputable to the Supplier/Contractor



2.16.2.1. In addition to the legally established causes, Prosegur reserves the right to terminate the Order/Contract for the reasons that, by way of example and not as a limitation, are listed below:

- a) The sale or transfer by actual or anticipated inheritance (inter vivos or mortis causa transfers) of the Supplier's/Contractor's company or its transformation into another legal entity, in accordance with statutory legislation, without the written approval of Prosegur.
- b) The failure of the Supplier/Contractor to meet any of the clauses or obligations set out in these General Conditions, in the Order/Contract or in any contractual document signed by the parties.
- c) Having reached the maximum penalties that can be imposed pursuant to the Order/Contract.
- d) The Supplier/Contractor fails to comply with current legislation.
- e) The Supplier's/Contractor's company is being subject to statutory seizure and withholding of receivables by judicial or administrative executive bodies (National Revenue Agency, Social Security, and so on) or is being dissolved.
- f) If more than 20% of the works, goods or services have not been performed /delivered after the time limit provided for in the Order/Contract.
- g) In the case of loss or accident that causes injury to people, or damage to property or to the environment.
- h) The existence of serious inaccuracies in the information provided by the Supplier/Contractor, especially with regard to quality, occupational risk prevention, health and safety, environmental management systems, working conditions and compliance with labour requirements.
 - i) Failure to comply with Prosegur's conduct and ethical standards.
- j) Breach of the confidentiality obligations.
- k) When a case of conflict of interest between the Supplier/Contractor and an employee of Prosegur is detected and it has not been previously reported and expressly authorized.
- l) When the Supplier/Contractor, its shareholders or its managers are involved in cases of fraud, corruption or have committed any other crime.

2.16.2.2. When any of the aforementioned circumstances apply, the Order/Contract will be terminated and shall cease to have effect on the date on which Prosegur communicates its decision in this regard to the Supplier/Contractor or, where applicable, their successors.

2.16.2.3. If it were appropriate to cancel the Order/Contract, Prosegur may take all or some of the following measures:

- a) Suspend all pending payments
- b) Enforce the guarantees that the Supplier/Contractor has constituted.



c) Retain as pledge goods and items of the Supplier/Contractor held by Prosegur.

2.16.3. Prosegur may cancel the Order/Contract on a discretionary basis.

2.16.3.1. Prosegur reserves the right to cancel the Order/Contract on a unilateral basis at any time, notifying in writing its decision to the Supplier/Contractor at least thirty (30) days before the date in which it becomes effective.

2.16.4 If the Supplier/Contractor requests to open proceedings for a declaration of bankruptcy, for debt settlement, for winding up, for an arrangement with creditors, for having their affairs administered by the court, or are the subject of proceedings concerning those matters, or a similar procedure provided for in the appropriate legislation or regulations, he shall entitle Prosegur to, within 30 (thirty) days after becoming aware of the existence of such request, demand the Supplier/Contractor to provide the following information within ten (10) days from date he received Prosegur's request:

- That it has the material and human resources required to carry out the contracted work (human resources, technical resources, and so on).
- That it has financial resources to execute to completion the contracted work, for which purpose will provide Prosegur proof of a first call joint and several bank guarantee with an express waiver of the benefits of excussio and division by the total sum of the work contracted pending execution plus 25% of that quantity, in order to guarantee that the Supplier/Contractor fulfils all of its contractual obligations.

If within that period of 10 (ten) days, the Supplier/Contractor does not substantiate all the information referred to in this paragraph, Prosegur shall be entitled to terminate the Order/Contract, and to be compensated for any damage or loss sustained in account of the termination of the contract.



2.17. Force Majeure

2.17.1 Neither party will be held responsible for being unable to fulfil their obligations provided for under the Order/Contract as long as the execution of the same is delayed or made impossible as a consequence of Force Majeure.

For this purpose, Force Majeure will be understood to encompass those natural phenomena, inevitable accidents, fire, popular uprising or riot, acts of war, the imposition of any regulation, order or act of any government or government agency, or any other competent authority, or any other similar cause of unpredictable nature, or that even though it being predictable it is unavoidable, irresistible or independent of the will of the parties and beyond their control.

Notwithstanding the preceding paragraph, the suspension of the contractual obligations caused by the staff of the Supplier/Contractor or its subcontractors may not be invoked as a cause of Force Majeure

2.17.2. The suspension of the contractual obligations will last as long as the cause which gave rise to the force majeure remains. The party suffering it shall immediately inform the other party and make reasonable efforts to resolve the cause of the suspension in the shortest possible time.

2.17.3. If the force majeure lasts for more than one month, Prosegur reserves the right to cancel the Order/Contract by paying the Supplier/Contractor the amounts due for the works completed, the services performed or the goods delivered at the time of the resolution. This resolution does not entitle the Supplier/Contractor to receive any additional amount, penalty or compensation.

2.18. Confidential documents and information

2.18.1. The following shall be considered confidential information:

a) All information (written or verbal) and data of any kind or nature (including but not limited to, information relating to industrial or intellectual property, data, results, plans, prices, designs, computer applications and programs, technological innovations, "know-how", equipment, methods, procedures, business, product or service data, operations, market or customer data), shown or supplied (whether before or after the date of the Order/Contract by Prosegur or its managers, employees, agents, subsidiaries or its advisers, lawyers, auditors or external suppliers, or dealt with in the course of the activities under the Order/Contract and all the information to which the Supplier/Contractor has access to or knowledge of during the performance of the services under the Order/Contract and, in any event, all personal data or data related to an identified or identifiable individual, be it information or data related to Prosegur or to others (whether it is, without it being limited to, information or data relating to customers, suppliers, employees or any other third party that has any relationship with Prosegur or any of the companies or entities of the Prosegur Group);



b) Any information regarding the actual service, previous discussions and negotiations between Prosegur and the Supplier/Contractor, any offer of goods, works and/or services or any document of acceptance of any offer of goods, works and/or services or any other agreement, contract or document regarding or aimed at the provision of goods, works and/or services by the Supplier/Contractor to Prosegur, as well as any information regarding those conversations, negotiations, provision of goods, works and/or services, letter, contract, agreements, contracts or documents.

Hereinafter, any of the information referred to in paragraphs (a) and (b) will be referred to as "Confidential Information."

2.18.2. Obligation of confidentiality:

a) Confidential Information shall be treated confidentially by the Supplier/Contractor and shall not be disclosed, in whole or in part, directly or indirectly (by its employees, external or internal personnel, subcontractors, auditors or other related entities) to third parties under any circumstances, without the prior written consent of Prosegur. In particular, the Supplier/Contractor undertakes to adopt the necessary measures to prevent access to the Confidential Information to unauthorized third parties and to limit access to the same to authorized employees who need it to supply the goods, perform the works and/or provide the services, who will also be bound by the same obligation of confidentiality.

b) The Supplier/Contractor guarantees that the Confidential Information shall not be used for their own benefit or for the benefit of third parties, nor used for purposes other than the supply of goods, performance of works and/or provision services.

c) The Supplier/Contractor undertakes not to make copies, or disseminate or transmit, or lend or otherwise, reproduce, disclose or divulge Confidential Information to any third party, and not to publish it, or release it in any other way, either directly or through third parties or companies, making it available to third parties, without the prior written consent of Prosegur.

d) The Supplier/Contractor undertakes to ensure that all Confidential Information to which it has access to will remain in Prosegur's premises, and will not be taken anywhere else without the express written consent of Prosegur.

e) The Supplier/Contractor may under no circumstances use Prosegur's name, trade name, logo or trademarks or that of any of the companies in the Prosegur Group, or use the acceptance of any offer of services, or the signed Order/Contract document, or the supply of goods, completion of works and provision of services referred to therein, to attract new customers or new business, or to enhance their professional credibility.

f) The obligations established for the Supplier/Contractor in the Order/Contract will also be mandatory for their employees, internal and external personnel, subcontractors, lawyers and accountants, so the Supplier/Contractor shall be held liable



to Prosegur if such obligations are unfulfilled by such employees, subcontractors, lawyers and auditors. The Supplier/Contractor undertakes to obtain from their external personnel or subcontractors previously approved by Prosegur, a written commitment in terms identical to those set out in this clause regarding Confidential Information held by them.

2.18.3. Exceptions to the obligation of confidentiality. Audits:

a) The obligation of confidentiality shall not apply and hence, shall not be considered Confidential Information, any information that is publicly available or accessible by any reason other than the breach of the obligation of confidentiality by the Supplier/Contractor; that it has been published prior to the date of the Order/Contract; that it is already in the legitimate possession of the Supplier/Contractor and is not subject to a confidentiality agreement between the parties, provided that this fact is revealed to the other party prior to the time of disclosure; that it has been received from a third party that is not subject to restrictions and the third party is not breaching any statutory or contractual obligations; or that it has been produced by the Supplier/Contractor for purposes other than those goods, works and/or services to be provided to Prosegur and it has not been drawn up using Confidential Information.

b) The disclosure of Confidential Information to comply with a judicial or administrative order shall not be subject to the obligation of confidentiality set forth herein, provided that the Supplier/Contractor that receives the warrant previously notifies Prosegur in writing of its obligation to make such disclosure.

c) Prosegur is authorized to monitor the delivery of the purchased goods or contracted services or the execution of contracted works to check compliance with the instructions issued and with the applicable existing regulations, to that end, it may request the Supplier/Contractor to provide any information it deems appropriate, access the physical location where the services take place and carry out, directly or by third parties, as many audits and inspections as it deems relevant.

2.18.4. Returning Confidential Information: Upon completion of the work or delivery of the goods and/or provision of the service in accordance with the Order/Contract, or before that date if it were so requested by Prosegur and if the Supplier/Contractor should not need it for the provision of services to Prosegur, the Supplier/Contractor shall return to Prosegur any document with Confidential Information which is in the possession of the Supplier/Contractor.

2.18.5. Ownership of Confidential Information: The Supplier/Contractor does not have any property right or title or any other right whatsoever over any Confidential Information except for the right of use set forth in the Order/Contract and with the limitations indicated therein.

2.18.6. Duration: The confidentiality obligations shall be for an indefinite period, and shall remain in force even after the termination, for whatever reason, of the relationship between Prosegur and the Supplier/Contractor.



2.18.7. Breach: The Supplier/Contractor shall be held responsible to indemnify Prosegur for all damages incurred resulting from or caused by the breach of any of the obligations of confidentiality provided herein.

2.19 Data protection

2.19.1. The provisions of this clause and the "Appendix IV" will be enforceable in the event that, as a consequence of this Order/Contract and for the execution thereof, the Supplier/Contractor has access to personal data held by Prosegur (hereinafter, the "Data") which are subject to the legal regime provided for in Law 15/1999 of 13 December on the Protection of Personal Data (hereinafter "LOPD") and in its regulations.

2.19.2. For such purposes and in compliance with the provisions of Article 12 of the LOPD, the Supplier/Contractor expressly states and undertakes to:

A) Use and process the Data with the sole and exclusive purpose of complying with this Order/Contract and following in any case the instructions received from Prosegur. The Supplier/Contractor shall expressly refrain from giving to the Data any use other than that agreed upon and, in particular, will refrain from altering them, using them for their own corporate interest or communicating them or allowing third parties access to them, not even for their conservation.

B) Observe the maximum confidentiality and reservation regarding personal data provided by Prosegur with respect to the development of the object of this Order/Contract, pledging not to disclose to third person any data, as well as any other information that would have been provided with respect to Prosegur.

C) Once the services provided in this Order/Contract have been concluded, the Supplier/Contract shall return to Prosegur all documents and files in which all or any of the Data, whatever their medium or format, and the copies thereof.

D) Restrict the access and use of the Data to those of its employees, agents and collaborators that it is absolutely essential that they have access and knowledge of them for the development of the object of this Order/Contract, obliging themselves to impose on them obligations of confidentiality and of prohibition of use with respect to the Data, in the same terms as above and undertaking to respond to any breach of said obligations by any of its employees, agents and collaborators mentioned above.

E) Adopt data protection security measures in accordance with Royal Decree 1720/2007 of 21 December, which approves the Regulation implementing Law 15/1999 of 13 December, (Hereinafter referred to as the "Security Measures"), as well as updating the Security Measures in accordance with the legally required requirements during the duration of this Order/Contract and any others that are subject to reliable notification by Prosegur.

F) Indemnify Prosegur for all expenses, damages and losses that may result in breach of any of the obligations set forth in this clause, explicitly including in these damages any



fine and/or penalty that could be imposed by the Spanish Agency of Data Protection to the Company as a result of any breach of this clause.

2.19.3. If during the validity of the Order/Contract and in accordance with the prerogative granted by it, the Supplier/Contractor decides to subcontract the Services object of this Order/Contract, it will immediately ask Prosegur to authorize to subscribe with the subcontracted company, in accordance with the provisions of this clause, a contract of Treatment Manager or for Prosegur to sign such contract, directly, with the designated subcontractor.

2.19.4. In any case, the Supplier/Contractor is obliged to keep the professional secret of all personal data that he could know or access during the development of the object of the Order/Contract. Likewise, it is obliged to guard and prevent access to any third party outside the agreement. The above obligations are extended to any person who may intervene at any time during the execution of the Order/Contract and will continue even after the completion of the same.

2.20. Dispute settlement and litigation

2.20.1. The law applicable to the Order/Contract shall be that of the place of performance. Place of performance shall be understood as being the place where, according to the Order/Contract, the goods should be delivered or the work executed and/or the services rendered.

In the absence of an agreement, the goods shall be delivered and the works and/or services performed in the place where the company of the Prosegur Group that has signed the Order/Contract has its registered office.

For any dispute that may arise concerning the interpretation, performance or fulfilment of the Order/Contract, the parties expressly submit to the jurisdiction of the ordinary courts of the city where the registered office of the company of the Prosegur Group that has signed the corresponding Order/Contract is located.

2.21. Records

2.21.1. The Supplier/Contractor shall keep a complete record of the goods supplied and/or the works and/or services performed under the Order/Contract and all the transactions related thereto. The Supplier/Contractor shall keep all such records for a period of at least three years after the completion of the Order/Contract. These records shall be kept available in case Prosegur wants to have them audited.

3. ANNEXES

1. Related Documents:



<u>Code</u>	<u>Name</u>
DS-GLO-EF-COM-02	Annex I: List of insurance limits according to products or services
DS-GLO-AJ-01	Annex II: Prosegur's Code of Ethics and Conduct
MD-GLO-EF-COM-02	Annex III: Model for bank guarantee performance bond and guarantee of goods, works and/or services



ANNEX I: LIST OF LIMITS DS-GLO-EF-COM-02

REQUIRED INSURANCE AMOUNTS PER PRODUCT OR SERVICE (PER INCIDENT)

CONCEPT

Accident insurance: the legal minimum level of insurance

Insurance policies covering Construction/Building works & Installation: The cost of Construction/limit of the contract amount

Damage to: Construction equipment; owned or rented by the Contractor: The replacement value

Civil Liability Insurance: General Limit EUR 3,000,000 (Multinational companies EUR 6,000,000)

Employers Liability Insurance: EUR 150,000 (Multinational companies: 500,000)

Professional Indemnity Insurance: EUR 1,000,000 (Multinational companies: EUR 3,000,000)

Civil liability regarding Products, Product Recall, post-work, contamination and Pollution: EUR 1,000,000 (Multinational companies: EUR 3,000,000)

Motor vehicles, Self-Propelled Machinery, Aircraft, Ships Civil Liability Insurance: Legal minimum

Industrial Machinery Third Party Liability: Legal limit or otherwise EUR 3,000,000 (Multinational companies EUR 6,000,000)



ANNEX II. PROSEGUR'S CODE OF ETHICS AND CONDUCT DS-GLO-AJ-01

CONTENTS

- 1. PURPOSE OF THE CODE OF ETHICS AND CONDUCT**
- 2. TO WHOM IT APPLIES AND SCOPE OF APPLICATION**
- 3. APPROVAL, COMMUNICATION AND COMPLIANCE**
- 4. WHAT TO DO IF A BREACH IS DETECTED**
- 5. OUR VALUES; THIS IS THE WAY WE ARE IN PROSEGUR**
- 6. GENERAL PRINCIPLES**
 - 7.1. Strict Legal Compliance**
 - 7.2. Respect for Human Rights**
 - 7.3. Egalitarian principle and respect amongst employees**
 - 7.4. Fight against bribery and corruption**
 - 7.5. Environmental Preservation**
 - 7.6. Commitment to society**

8. GUIDELINES OF CONDUCT

IN THE PERFORMANCE OF OUR DUTIES...

- 8.1. Occupational Safety and Health**
- 8.2. Use and protection of resources**
- 8.3. Conflicts of interest**
- 8.4. Corporate image and reputation**



IN OUR RELATIONSHIP WITH ...

- 8.5. Shareholders and investors**
- 8.6. Customers and users**
- 8.7. Suppliers and co-partners**
- 8.8. Authorities, Public Authorities and Regulatory Agencies**
- 8.9. Competitors**

1. PURPOSE OF THE CODE OF ETHICS AND CONDUCT

This Code of Ethics and conduct provides guidance on how we, all Prosegur professionals, behave. It reflects our commitment to work each day according to common principles and standards in the development of our relations with all stakeholders affected by our business: employees, shareholders, customers and users, suppliers and partners, public authorities and regulators, competitors and the civil society in which we operate.

All Prosegur professionals have an obligation to understand and comply with this Code of Ethics and Conduct and to work together to facilitate its implementation, as well as to communicate any breaches of it.

The Code of Ethics and Conduct will be reviewed and updated regularly, and will take into account the suggestions and proposals made by employees and Prosegur's commitments in corporate responsibility and good governance.

2. TO WHOM IT APPLIES AND SCOPE OF APPLICATION

The Code of Ethics and Conduct is binding on the members of the governing bodies, managers and site managers, and all employees who are part of Prosegur. It is the sole Code for all Prosegur and applies to all businesses and activities we undertake, in all countries where we operate.

Duty of managers and site managers



Managers and site managers are essential key figures in the development of Prosegur's culture of compliance and integrity.

Due to their position, they are required, in addition to all the statements in this document, to promote ethical conduct and compliance with the law among Prosegur professionals, exercising clear and unequivocal leadership in these areas.

Managers and site managers will take the necessary measures to prevent, detect and respond to problems related to compliance with the Code of Ethics and Conduct.

3. APPROVAL, COMMUNICATION AND COMPLIANCE

This Code of Ethics and Conduct was approved at the meeting of the Board of Directors of Prosegur held on 28 October 2013.

Prosegur professionals accept the standards outlined in the Code of Ethics and Conduct, being entailed to its compliance. We do not justify improper conduct sheltered by ignorance of this Code of Ethics and Conduct or a superior order. So those of us who, by act or omission, violate the Code of Ethics and Conduct will be subject to the disciplinary actions which, in accordance with existing labour rules and internal policies and procedures, are applicable in each case.

If we have any doubts about the interpretation or implementation of the Code of Ethics and Conduct, we can raise them to our immediate supervisor. We can also refer to the Human Resources Department or the Compliance Officer, responsible for ensuring its correct implementation.

This document is released by the Human Resources Department, which is also responsible for providing adequate training to make this document known. A copy is always available on the intranet and Prosegur's website www.Prosegur.com.

Human Resources Corporate Department



Calle Pajaritos, 24
28007 Madrid – Spain

Compliance Officer

Calle Pajaritos, 24
28007 Madrid – Spain

4. WHAT TO DO IF A BREACH IS DETECTED

We know that our contribution to Prosegur’s culture of compliance is essential. Therefore, if we detect any illegal or inappropriate conduct, we shall take the necessary precautions so that the facts are studied by opening of a research process that is performed by an impartial team of experts who expose their findings and propose, if necessary, corrective measures to be applied, informing the persons that identified or reported the violation.

We know the different channels that we can use to immediately communicate the detected problems and supply all the information we have available about them. They can be, as we deem appropriate:

- Our immediate superior
- The Human Resources Department
- The Compliance Officer
- Prosegur’s Complaints and Suggestions Channel available on a permanent basis on the website www.prosegur.com, which preserves the confidentiality required for each situation and anonymity necessary to ensure the integrity of the people who use it.



Human Resources Corporate Department

Calle Pajaritos, 24

28007 Madrid – Spain

Compliance Officer

Calle Pajaritos, 24

28007 Madrid – Spain

Complaints and Suggestions Channel

<http://www.Prosegur.com/corp/Canal-Denuncias/index.htm>

5. OUR VALUES: THIS IS THE WAY WE ARE IN PROSEGUR

This Code of Ethics and Conduct outlines the principles and that must guide the activity of professionals who are part of Prosegur. These provisions are part of our Mission, Vision and Values.

Our Mission or rationale (our aim in our daily work), is to create value for our customers, society and shareholders, providing integral and specialized security solutions, with the support of advanced technology and the knowledge of the best professionals.

Our vision or our dream (the goal we want to achieve in Prosegur), is to be the global benchmark in security, respected and admired as a leader, with the goal of building a more secure world.



And finally, our Values (the mode of action that identifies us) contain the milestones that guide our behaviour:

- **Proactivity**

We always take the lead to try to exceed expectations. We try to transform the needs and problems into opportunities, always with a positive attitude because we know that by working this way we can make things happen.

- **Creation of Value**

We are a company and as such we are proud to generate economic value while creating a safer world. This is what drives us to innovate effectively, efficiently and profitably in all areas of the organization and also add value to everyone's job in Prosegur.

- **Customer orientation**

We work for them, and for them we constantly strive to always know what they need and what they feel. Our main objective is to satisfy the expectations of all our customers, and their safety the motivation that inspires us at all times.

- **Transparency**

We know that transparency is the only way to earn the trust and respect of our employees, partners, shareholders, suppliers and especially our customers. Transparency is the value that enables communication and participation, key elements to build a common project.

- **Excellence**

Excellence is the sincere desire to serve and care for our customers, knowing we can continuously improve and constantly working to achieve it. Excellence, rather than a goal in itself, is a personal attitude, a permanent way of being, doing all the right things from beginning to end, no matter how small or big the task is-



- **Leadership**

Leadership is a natural consequence of respect and trust. Leadership for achieving goals and helping others excel themselves with positive and collaborative attitude. A leader leads by example, teaches, ensures a good working environment and shares responsibility and success with everyone. Prosegur is a world leader and we are its team; together we work to make the world a safer place

- **Team Work**

We all count, we all need each other, and we are all key players of the same project. We are thousands of people around the world, each different, with different skills, knowledge and different responsibilities, who work together and share a commitment to achieve a common goal.

- **Brand**

We identify with our brand, it differentiates us from others, it conveys our values, it unites us, it represents us. Our brand is alive; together we build it, day by day with each decision we make, with our positive attitude towards constant improvement, with the way we communicate. Each individual working in Prosegur represents it; they are its ambassadors, its face, its voice, its soul. The brand is our flagship.

6. GENERAL PRINCIPLES

6.1. Strict Legal Compliance

We comply with the legal standards in force in the different countries where we operate and we observe an ethical behaviour in all our actions. In addition, we comply with Prosegur's internal rules and its rules of conduct. If necessary, we request the information that we need to our superiors or others designated for that purpose.

We do not collaborate with third parties in any infringement of the law, or participate in any action which compromises respect for the principle of legality.

We operate in accordance with the applicable legislative codes of fair competition, antitrust and unfair competition, promoting only strictly legal and ethical practices.

We comply with the rules laid down on prevention of money laundering and the instructions issued for the implementation thereof.

We are committed to handle personal information responsibly and in compliance with



the data protection and confidentiality legislations applicable in each country.

We supply integral, clear and accurate financial information processed by means of the appropriate accounting tools and published on transparent communication channels that allow the market, and especially our shareholders and investors, to have it permanently at their disposal.

6.2. Respect for Human Rights

We promote respect to human rights as an essential element in the development of our activities.

As the leading company in the sector of private security, we are committed to implement the rights enshrined in the Universal Declaration of Human Rights adopted by the General Assembly of the United Nations in all our practices and procedures.

6.3. Egalitarian principle and respect amongst employees

Human capital is Prosegur's key asset. Therefore, we promote the principle of equal treatment and respect amongst employees.

We ensure that no one is discriminated against with regard to employment and occupation. Also, we do not employ anybody below the legal age.

We have the duty to treat our peers, our superiors and our subordinates fairly and respectfully. We do not allow any form of harassment be it physical, sexual, psychological or verbal. We support the elimination of forced labour or that under coercive circumstances. We respect working hours and schedules, providing the necessary balance between professional and personal life.

Similarly, our relationship with the suppliers' employees and associated entities are based on professional respect and mutual collaboration.

6.4. Fight Against bribery and corruption

We express our strong commitment not to carry out practices which may be considered dishonest in our relationships with all stakeholders affected by our activities. We deal with all these stakeholders in a lawful, ethical and respectful way.



We do not offer, grant, request or accept, directly or indirectly, gifts, donations, favours or compensations, in cash or in kind, whatever their nature, either from public or private entities, which may influence the decision making process related to the performance of functions under our care.

Neither do we make facilitation payments or streamlining of procedures in exchange of securing or expediting the course of proceedings or actions before any court, public administration or government agency.

6.5. Environmental Preservation

The protection and respect for the environment is one of the pillars of our performance, which manifests itself in our compliance with the best practices in this field in all our activities. We pledge to act at all times in accordance with standards of respect and sustainability, adopting habits and behaviours consistent with good environmental practices.

6.6. Commitment to society

We are conscious that our leadership must be comprehensive, entrepreneurial and financial, but also social. We are ethically committed to care about the world around us, namely, a complex society in which social demands go beyond the conventional concepts and manifest themselves in very different contexts. The ultimate goal is that we all contribute to create a society with more opportunities for all and more responsible and supportive.

To achieve this, we channel our social action projects in education, employment and social integration of handicapped individuals, and promote corporate volunteering through the Prosegur Foundation.

7. GUIDELINES OF CONDUCT

IN THE PERFORMANCE OF OUR DUTIES ...

7.1. Occupational Safety and Health

It is essential to create and maintain a safe work environment and prevent accidents at



our workplace. Therefore, we ensure with the utmost rigor the safety and physical integrity of all workers, in line with the highest standards in the sector on the prevention of occupational hazards.

We promote the adoption of health and safety policies at work and abide the specific preventive legislative provisions in each country, ensuring that we work in safe and healthy environments.

Before engaging on a new activity, venture or project, selling a new product or service, the acquisition of a new business or taking part in a dangerous activity, we assess the safety and health risks the people directly involved will presumably be exposed to and ensure proper precautions are being taken into consideration.

7.2. Use and protection of resources

We use company resources responsibly and appropriately in our professional environment. We also protect and preserve them from any misuse which could result in damage to the interests of Prosegur.

We refrain from using for our own benefit, or that of a third party, and from communicating in any way any data, information or documents obtained during the course of our activity that are not public and/or accessible to the public.

We ensure that all economically significant transactions which are carried out on behalf of Prosegur, clearly and accurately appear in proper accounting records that represent the true image of such transactions and are available to internal and external auditors.

7.3. Conflicts of interest

We are aware that none of the activities we carry out in our work or during our free time, should represent a conflict of interest with our responsibilities in Prosegur. In all our personal, professional and commercial relations as well as in any recruitment process in which we could be involved, we use our good judgment to avoid conflicts of interest and, in any case, we exhaustively apply the policies promoted by Prosegur regarding this matter.

Our membership, cooperation, participation, contribution or support to political parties, institutions or associations with political purposes, is done in such a way that it is clear it is a private option that cannot be attributed in any way to Prosegur.

Before accepting any public position, engaging on self-employed professional activities



or on behalf of a third party, in addition to those developed in Prosegur or performing any educational activities we must inform our immediate supervisor and the Human Resources Department, in order to determine the existence of any incompatibilities or restrictions on such activities.

7.4. Corporate image and reputation

The development of Prosegur's differentiated corporate image and strong reputation is one of its most valuable assets for preserving the confidence of stakeholders. We take the utmost care in safeguarding the image and reputation of Prosegur in all our professional activities.

We know that Prosegur respects freedom of expression and the right of individuals to express themselves freely. However, we are aware that only formally authorized employees may make statements which may be attributable, directly or indirectly, to Prosegur.

We behave according to the values and policies of Prosegur when we enter social networks, discussion forums or websites that are somehow linked with or make some reference to Prosegur. We therefore seek that the company is in no way in danger of being liable to any legal or moral hazard, and that the safety and protection of employees, customers and the general public is not compromised.

IN OUR RELATIONSHIP WITH ...

7.5. Shareholders and investors

We express our intention to create value in a continuous and sustainable way for our shareholders and investors. Proper, useful and complete information on the evolution of Prosegur is kept permanently available to them under the principle of equal treatment of shareholders and investors who are in the same position.

7.6. Customers and users

We deal with our customers and users in a lawful, ethical and respectful manner, whether they are public or private entities. In particular, we comply with the laws and



regulations regarding the conclusion of contracts and commercial transactions with these groups.

We promote our products or services in conformity with Prosegur's policies. We offer gifts and invitations within reasonable limits and in any case, we decline to offer them in circumstances where they may seem inappropriate.

7.7. Suppliers and co-partners

We select suppliers and co-partners by criteria of independence, objectivity and transparency, considering both the interest of the company to obtain the best conditions, and the desirability of maintaining stable relationships with ethical and responsible agents. We observe in all cases the administrative rules on procurement.

We do not hire relatives, former employees or close friends as suppliers unless it is approved in writing by the Local Purchasing Manager, and is objectively the best option for Prosegur.

We must not offer, demand or accept any kind of benefit, reward, favour or consideration which could compromise our independence and objectivity.

We must not, directly or indirectly, accept any kind of benefit, reward, favour or invitation offered by suppliers or associates, except those with a nominal value rendered acceptable, which if known by third parties, wouldn't compromise Prosegur.

In Prosegur we expect that our suppliers and partners shall observe the following principles:

- Comply with applicable laws.
- Operate as a socially responsible employer and provide a safe working environment.
- Make use of sustainable environmental practices.
- Respect Prosegur's Code of Ethics and Behaviour.

7.8. Authorities, Public Authorities and Regulatory Agencies

We operate under principles of legality, cooperation, truthfulness and transparency in our dealings with authorities, public administrations and regulators in the countries in which we operate.



7.9. Competitors

We actively compete in markets in which we operate in an ethical and loyal way, paying special attention to the rules of competition. We encourage perfect competition for the benefit of our customers, consumers and users.

We do not make misleading or disparaging advertising of our competitors. We obtain information about competitors in an ethical manner and in compliance with applicable regulations.



ANNEX III: BANK GUARANTEE MODEL

MD-GLO-EF-COM-02

The entity [•] (hereinafter, referred to as the "BANK"), holder of Tax Identification code number [•] having its registered offices at [•], and acting for and on its behalf Mr. [•] and Mr. [•] by virtue of the powers and authorities expressly granted for this purpose by means of a public deed executed before Notary Public of [•], Mr. [•], on [•] [•] [•] under number [•] of his official records

GUARANTEES

Unconditionally, irrevocably, jointly and severally, expressly waiving the benefits of division, excussio and order, within the limits referred to and the conditions set forth below [] (hereinafter [PROVIDER]) whose registered office is in [] and with Tax ID [], to guarantee the payment by the SUPPLIER to PROSEGUR COMPAÑÍA DE SEGURIDAD, S.A. (hereinafter PROSEGUR) of the costs incurred by the SUPPLIER in performing its contractual obligations [] dated on [] (hereinafter, the "CONTRACT")

In accordance to which the PROVIDER [] ?????to PROSEGUR (hereinafter the [GOODS] [WORKS] [SERVICES]) and especially to meet the payment of any losses, claims for damages, claims, causes of action, liabilities, fines, penalties, costs and/or certain and quantified expenses of whatever nature incurred by the PROVIDER against PROSEGUR or that are attributed to the latter, for present or future liabilities of the SUPPLIER relating to any inaccurate or deceitful statement, breach, contingency and, or third party claim arising from the execution of the CONTRACT.

FIRST.- EXECUTION. This bank guarantee shall become effective, on one or more occasions, on Prosegur's first demand for payment, on one or more occasions, up to a limit of [...] ([...]) EUR, in respect of which the order for payment was issued by PROSEGUR, attaching a copy of the order for payment that PROSEGUR has sent to the SUPPLIER and proof justifying that ten (10) working days have passed since the notification of such order for payment and that the SUPPLIER has not paid the amount.

The BANK undertakes to make the required payments up to the maximum amounts (individual and joint) previously provided for, within no more than three (3) days from the date of receipt of such notification, and in the account that PROSEGUR indicates for such a purpose.

SECOND.- WAIVING EXCEPTIONS. This Guarantee is irrevocable and is granted with abstract nature and on first demand, the BANK may not raise or invoke any exception against PROSEGUR and in particular, any personal benefits that the SUPPLIER could credit against PROSEGUR. Thus, once the demand for payment



referred to in the preceding paragraph has been submitted, the BANK cannot in any way question the validity of PROSEGUR's claim to the BANK.

THIRD.-VALIDITY PERIOD. This guarantee shall enter into force on the date hereof and is valid for [...] ([...]) years from the present day. If by that date the BANK has not received any reliable evidence of payment from the SUPPLIER, it will expire and shall automatically lapse. expires in full and automatically, s

FOURTH. -ASSIGNMENT. PROSEGUR may assign this guarantee to any third party. For this assignment to be valid towards the BANK, PROSEGUR will only have to notify the BANK. In this case, all references to PROSEGUR contained in this guarantee will be understood to be transferred to the assignee of this guarantee.

FIFTH. - EXPENSES. Any costs and expenses relating to this bank guarantee will be paid and borne exclusively by the SUPPLIER.

This guarantee has been entered on this same date in the Special Registry of Guarantees under number [•].

In [•], on [•] July 2014

[NOTARIZED BY A NOTARY PUBLIC]



APPENDIX IV. TREATMENT MANAGER AGREEMENT

In accordance with Clause 2.19 Data protection if, as a result of this Order/Contract and for its execution, the Supplier/Contractor has access to personal data held by Prosegur (hereinafter referred to as "The "Data") that are subject to the legal regime provided for Law 15/1999, of December 13 (hereinafter "LOPD") and in its development regulations, the Provisions of this Appendix IV as well as Appendix IV.I. Security measures will be enforceable.

Prosegur as Treatment Controller and the Supplier/Contractor as Treatment Manager,

SET OUT

1. That by virtue of the business relationship they maintain and for which the Treatment Manager provides certain services to the Treatment controller for which it is essential that the Treatment Manager access files that contain Data of a Personal Character and whose ownership Is from Prosegur.
2. That in order to comply with the regulations for the Data protection and, mainly, to art. 12 of the Organic Law 15/1999, of 13 December (hereinafter "LOPD"), both parties sign this Contract of Treatment Manager Agreement, which includes the following:

STIPULATIONS

1. Object:

The purpose of this Agreement is to define the conditions under which the Treatment Manager will carry out the processing of Personal Data included in Files owned by the Treatment Controller, in accordance with the provisions of art. 12 of the LOPD and development regulations.

Such treatment shall be carried out on Personal Data registered in files of which the Treatment Controller is the holder (hereinafter, the "Personal Data" and/or "File"), in connection with the provision of the Service.

2. Purpose of the treatment:

The treatment of data that the Treatment Manager undertakes to perform shall be limited to the actions that are necessary to render the Service contracted, in accordance with the provisions of the Contract.

Specifically, the Treatment Manager undertakes to perform the processing of the Personal Data in accordance with the instructions given by the Treatment Controller , at any time, as well as the provisions of the regulations applicable.

Likewise, the Treatment Manager agrees not to perform any other treatment on the Personal Data, nor to apply or use the data for a purpose other than the provision of the Service referred to in this Agreement.



3. Security of Personal Data:

The person in charge of the treatment is obliged to adopt and implement the necessary technical and organizational security measures, which guarantee the security of the Personal Data and prevent its alteration, loss, treatment or unauthorized access, in accordance with the established in Royal Decree 1720/2007 of 21 December, which approves the Regulation of development of the LOPD. In this sense, the person in charge of the Treatment must adopt the security measures provided for in the Appendix of Security Measures.

The foregoing shall not apply in case the processing of the data is carried out in the facilities of the Treatment Controller, accessing from the same to the information systems and/or files of the Treatment Controller without taking place a sending of data to the Treatment Manager, in which case the Personnel of the Treatment Controller transferred to the facilities of the Treatment Controller shall observe and comply with the security measures and other obligations that, if appropriate, have been adopted and of which they have been previously informed.

Likewise, the provisions of the first paragraph shall also not apply in the event that access to the Data for Treatment Manager is carried out remotely by the Treatment Controller and has been prohibited from incorporating the Data into systems or supports other than those of the Treatment Controller.

4. Prohibition of communication of Personal Data:

The Treatment Manager undertakes to keep under his control and custody the File and/or Personal Data provided by the Treatment Person to whom he accesses in connection with the provision of the Service and not to disclose, transfer, or otherwise communicate not even for their conservation to other people.

5. Obligation to return the data:

Once the provision of the service that is the object of the Contract has been completed, the Treatment Manager undertakes to destroy or return information containing Personal Data that has been transmitted by the Treatment Controller to the Treatment Manager in connection with the provision of the Service. However, the Treatment Manager may keep the data and information processed, duly blocked, in the case that responsibilities may arise from its relationship with the Treatment Controller.

6. Backups:

The Treatment Manager undertakes not to copy or reproduce the information provided by the Treatment Controller, except when it is necessary for treatment or to implement the security measures to which he is legally bound as Treatment Manager.

In the latter case, each of the copies or reproductions will be subject to the same commitments and obligations established in the clauses of this Agreement, and must be destroyed or returned, as indicated in the previous section.



7. Rights of access, rectification, cancellation or opposition:

In the event that those affected or interested, whose data are in Files owned by the Treatment Controller, exercised their rights of access, rectification, cancellation or opposition to the Treatment Manager, the Treatment Manager he shall transfer the request to the Treatment Controller immediately, and in any case within two days after its receipt, in order to the Treatment Controller within the legal deadlines duly resolve said request.

8. Security Documentation:

The Security Document of the Treatment Manager shall contain the identification of the Files that are treated as a treatment charge, with express reference to this Agreement. Likewise, in the Security Document of the Treatment Manager shall identify the Treatment Controller and the period of validity of the Contract.

9. Guarantee of compliance with the LOPD:

The Treatment Manager guarantees the fulfillment of the all the obligations that correspond to him as the Treatment Manager in virtue of the regulations that apply to him in the matter of protection of personal data.

For its part, the Treatment Controller ensures compliance with the obligations that correspond to him as Treatment Controller under the regulations that result from application in the matter of Data Protection.

10. Responsibilities:

The Treatment Manager undertakes to comply with the obligations established in this Contract and in the current legislation, in relation to this treatment order. In accordance with what is established in art. 12.4 LOPD, the Treatment Manager shall be deemed as Treatment Controller in the event that he destines the data for other purposes, communicates them to a third party or uses them in breach of the provisions of this Contract, responding to the infractions in which he has personally incurred.

Each party hold harmless the other party for any claim, damage, debt, loss, fine, penalty, costs and expenses, including reasonable attorneys' fees, for any breach by the other party of any of the obligations contained in this Agreement or Of the regulations that apply to it.

Failure to comply by any party to the provisions contained in this Agreement, will release the compliant party to urge the termination of the Contract that this brings cause.

11. General Stipulations:

All notifications between the parties shall be made to the respective addresses indicated in the heading of this Agreement. Any notice to be given between the parties shall be in writing and shall be delivered in any form that certifies receipt by the notified party.



The headings of the different sections of this Agreement are only informative and will not affect, qualify or extend the interpretation of the same.

The non-requirement by any party of any of their rights, in accordance with the provisions of this Agreement, shall not be deemed to constitute a waiver of such rights in the future.

This Agreement contains all the covenants between the parties, and annuls and revokes, as the case may be, all other agreements, verbal or written, that are in force at the date of their subscription with respect to the processing of Personal Data.

If any of the sections or stipulations of this Agreement were declared invalid or unenforceable, those sections or stipulations shall be deemed excluded from it, without implying the nullity of the entire Contract, which shall remain in force as to the other agreements. In such a case, the parties shall make every effort to find an equivalent solution that is valid and duly reflects their intentions.

12. Governing Law:

This Agreement shall be governed by Spanish law Data Protection.

In order to resolve any discrepancy regarding the interpretation and/or execution of what is established in this Agreement, both parties agree to proceed to the friendly resolution of the same. However, in the event of failure to reach an amicable settlement, the parties submit to the jurisdiction of the Courts and Tribunals of Madrid, expressly waiving any other legislation or jurisdiction that may correspond to them.

13. Entry into force:

This Agreement shall enter into force on the date of its signature and shall remain in force until the date of termination of the relationship of service provision by the Treatment Manager in favor of the Treatment Controller and the obligations contemplated in the Agreement have been fulfilled. This Agreement, independently of any other legal obligation that would be applicable to the parties after the termination of said relationship.

APPENDIX IV.I. SECURITY MEASURES

This Appendix contains the security measures to be implemented by the Treatment Manager in compliance with Royal Decree 1720/2007 of 21 December, which approves the Regulations for the development of Law 15/1999 of 13 of December (the "Development Regulation of the LOPD") and the measures that the Treatment Manager



will apply in order to guarantee the security and integrity of the Data of a Personal Nature to be treated on behalf of the Treatment Controller in order to provide the Services.

The security measures to be applied by the Treatment Manager for automated files under the Contract correspond to those at the BASIC level unless, due to the nature of the service to be provided by the Treatment Manager, the current legislation requires the implementation of measures of a higher level, in this case, the Treatment Manager must implement the measures that correspond to this level.

1.- For all files (automated or not).

1.a.- Security document.

The Treatment Manager will prepare a security document that will include technical and organizational measures in accordance with the regulations that will be obligatory for personnel with access to data, preventing any alteration, loss, processing, processing or access authorized.

The Treatment Manager and his employees will have access only to those data that are essential for the provision of the Services established in the Contract. To this end, the Treatment Controller will identify those data accessible to Treatment Manager.

The security document shall be updated every 6 months provided that during this period circumstances have become apparent that advise it. Otherwise, the security document will be updated annually.

1.b.- Personnel.

The Treatment Manager will keep an updated list of users of the information, specifying the authorized profiles and accesses for each one of them.

The staff dependent on the Treatment Manager and with access to the data contained in the Files shall keep the confidentiality of the same.

The Treatment Manager will provide his employees with a document that establishes the security measures that affect the performance of their duties in relation to the processing of Personal Data. In the event that it is necessary to delegate certain functions to an employee of the Treatment Manager, in said delegation, an express mention must be made of the delegated faculties, their scope of action and the duration of said delegation.

The Treatment Manager shall inform his staff of the possible consequences of breach of the confidentiality obligation as well as of the safety standards contained in this Appendix.

1.c.- Incidents.



In case of detecting any type of incident related to the information, the Treatment Manager will be notified within a maximum period of 48 hours.

The Treatment Manager will keep a record of incidents detailing: type, moment of detection, person notifying it, effects and corrective measures.

1.d.- Access control.

The Treatment Manager will control the accesses allowed to each user according to the assigned functions, establishing for this if necessary a system of personal passwords and non-transferable for each user that avoid access to data or resources with rights other than those authorized.

The Treatment Manager may, at any time, grant, alter or cancel the access permissions granted to authorized personnel.

1.e.- Management of supports.

The Treatment Manager must create an inventory of the media containing the information of the File Manager to which they have access.

The Treatment Manager will identify in the most concrete way possible the type of information contained in the media and which may be subject to processing. The Treatment Manager guarantees that the information that effectively contains the supports is the one identified.

The storage location of the supports will have restricted access only to those authorized persons.

The Treatment Controller must authorize any output of media and documents outside the premises under the control of the processing of the file (including by e-mail). In order to it, the Treatment Manager will notify the Treatment Controller the need for the output of the media and/or document, the purpose and the recipient. The Treatment Controller will have a period of 24 hours to authorize or deny the output of media and/or documentation. The Treatment Manager will do everything necessary to implement all those measures to guarantee the security of the information in the transport and the disposal of supports.

2.- Only for automated files.

2.a.- Identification and authentication.

Authentication mechanisms will be implemented unambiguously and personalized of the users creating for this a procedure of allocation, distribution and storage of passwords that guarantee its confidentiality and integrity.

Passwords will be stored unintelligibly.

Passwords will be replaced by new ones with a minimum period of 3 months.



2.b.- Backups.

The Treatment Manager will make a backup copy of the File at least weekly.

The Treatment Manager will establish backup and recovery procedures for data. These procedures will be checked weekly.

These procedures will allow to reconstruct the data from the last copy or to record them manually in case, if there is documentation that allows it.

3.- Only for non-automated files

3.a.- File criteria.

The archiving of documents must be done according to criteria that facilitate the conservation, consultation and location to guarantee the exercise of rights of access, rectification, cancellation and opposition.

3.b.- Storage.

Storage mechanisms that impede access to documents or media will be established.

3.c.- Custody of supports.

The Treatment Manager shall keep the documentation during the period of time in which the Contract continues.