



Madrid, March 16, 2021

PROSEGUR CASH, S.A. (“**Prosegur Cash**” or the “**Company**”), in accordance with article 226 of the Revised Securities Market Law and implementing legislation, communicates and discloses publicly as follows:

INSIDE INFORMATION

The Company notifies that on the date hereof it has subscribed with its parent company, Prosegur Compañía de Seguridad, S.A. (“**Prosegur**”), a sale and purchase agreement subject to a condition precedent for the acquisition by Prosegur of certain areas of the Added-Value Outsourcing Services (AVOS) business for financial institutions and insurers, as well as associated technology, from Prosegur Cash.

The transaction reflects the strategic decision adopted independently by Prosegur Cash in order to best achieve its business objectives, to crystallize the current value of the business sold, freeing up resources and investment capacity to focus on other priority growth opportunities.

The transaction is structured by means of the sale at this moment by Prosegur Cash to Prosegur of 100% of the share capital of the holding company of such business in Spain, Prosegur AVOS España, S.L.U., for a price of sixty-seven million euros less the net financial debt. The business pursued by Prosegur AVOS España, S.L.U. represents approximately 85% of the operating income of the global business of Prosegur Cash in this activity, having agreed Prosegur Cash and Prosegur to analyze and explore jointly and in good faith the possibility of Prosegur acquiring the rest of the activities of said business in other countries, without having reached any agreement on the matter.

The transaction has been evaluated by the Audit Commission of Prosegur Cash, who has confirmed that the transaction is fair and reasonable from the point of view of the Company and its shareholders other than Prosegur. On the other hand, KPMG Asesores has issued a fairness opinion for the Board of Directors of Prosegur Cash confirming that the indicated sale price for 100% of the share capital of Prosegur AVOS is fair from a financial standpoint for Prosegur Cash.

As a result of the foregoing, in order to adapt the Framework Agreement entered into by Prosegur and Prosegur Cash on February 17, 2017, to the new reality regarding the pursuit of the AVOS business for financial institutions and insurers, the parties have also signed on the date hereof (but with effect from the date of closing of the sale and purchase of 100% of Prosegur AVOS España, S.L.U.) a modifying, non-extinguishing novation of the Framework Agreement which is attached as an Exhibit hereto.

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

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OF THE ONE PART,

PROSEGUR COMPAÑÍA DE SEGURIDAD, S.A., a Spanish company with registered office in Madrid, at calle Pajaritos 24, registered at the Madrid Commercial Registry in volume 3,452, sheet 22, page M-32805 and holding taxpayer identification number A-28430882 (“**Prosegur**”), represented in this act by Mr. Javier López-Huerta Martín, of age, a Spanish national, with valid national ID card/taxpayer identification number 51073642-A, as special attorney-in-fact by virtue of the special power of attorney granted by the board of directors of Prosegur at the meeting held on the date hereof.

AND OF THE OTHER PART,

PROSEGUR CASH, S.A., a Spanish company with registered office in Madrid, at calle Santa Sabina 8, registered at the Madrid Commercial Registry in volume 34442, sheet 50, page M-619528 and holding taxpayer identification number A-87498564 (“**Prosegur Cash**”), represented in this act by Mr. Jose Antonio Lasanta Luri, of age, a Spanish national, with valid national ID card/taxpayer identification number 18594781-V, as managing director of Prosegur Cash.

Prosegur and Prosegur Cash shall be referred to jointly as the “**Parties**” and individually as a “**Party**”.

The Parties acknowledge that they each have the legal capacity to sign this modifying, non-extinguishing novation of the Framework Agreement for Relations between Prosegur Compañía de Seguridad, S.A. and Prosegur Cash, S.A. of February 17, 2017 (the “**Novation Agreement**”) and, for such purpose,

WHEREAS

- I. Prosegur Cash is a listed Spanish company in which the listed Spanish company Prosegur has a 74.98% stake.
- II. As a result of the flotation of Prosegur Cash in 2017, the Parties signed a Framework Agreement for Relations on February 17, 2017 (the “**Framework Agreement**”) in order to regulate the relations between the Parties, particularly as regards the definition of the area of activity of the Prosegur Cash Group, based on the principles of preference and safeguarding the interests of the minority shareholders of Prosegur Cash.
- III. The Framework Agreement established that the area of activity of the Prosegur Cash Group would be made up of the pursuit of the Cash business worldwide, with Prosegur undertaking to ensure that the Cash business to be pursued by the Prosegur Group would be pursued exclusively by companies in the Prosegur Cash Group. For such purposes, the Cash business, as defined in the Framework Agreement (section (ii) of Recital I), included the added-value outsourced services (AVOS) business for financial institutions and insurers (outsourcing of

tellers, multi-agency services, check processing and related administrative services, etc.).

- IV. More than four years after signing the Framework Agreement, the Parties, as a result of the strategic decisions adopted independently by each of them to best achieve their respective business objectives in the corporate interest of each of them, have reached an agreement:
- (i) for the sale and transfer by Prosegur Cash to Prosegur of certain areas of the AVOS business for financial institutions and insurers, as well as associated technology, currently pursued in Spain by Prosegur Cash (which will enable it to crystallize the current value of the business in Spain, freeing up resources and investment capacity to focus on other priority growth opportunities), with Prosegur having the interest and the resources and investment capacity to drive additional growth of this business in Spain and, potentially, in other countries (with the exception of Argentina and Paraguay, which will continue to be reserved to Prosegur Cash), for which purpose, on the date hereof, they have signed a sale and purchase agreement subject to condition precedent for 100% of the share capital of PROSEGUR AVOS ESPAÑA, S.L.U.); and
 - (ii) in this context, to adapt the Framework Agreement to the new reality regarding the pursuit of the AVOS business for financial institutions and insurers by Prosegur and Prosegur Cash.
- V. Capitalized terms used in this Novation Agreement shall have the meaning ascribed to them in the Framework Agreement, unless a different meaning is ascribed to them.

In light of the above, the Parties have decided to sign this Novation Agreement in accordance with the following

CLAUSES

1. **Modifying, non-extinguishing novation of the Framework Agreement**

Section (ii) of Recital I of the Framework Agreement shall have the following wording with effect from the date of execution of the purchase by Prosegur of 100% of the share capital of PROSEGUR AVOS ESPAÑA, S.L.U. from Prosegur Cash:

“(ii) Securities Logistics and Cash Management (“Cash”): services for the management and local and international transport (land, sea and air) of cash and other high value goods (jewels, art works, precious metals, electronic devices, votes, legal evidence, etc.) including: (A) services for the uplift, transport, custody and deposit of cash and other valuable goods; management and automation of cash (counting, processing and packaging, as well as preparation and ordering of coins) and control and traceability systems for cash flows; (b) integral solutions for automated teller machines (ATMs) (planning, loading, monitoring, first and second level maintenance, balancing and other additional services); (c) planning and forecasting of cash requirements of branches and vaults of financial institutions; (d) cash self-service machines (CSSMs) (devices for deposit, recycling and distribution of notes and coins, payment of invoices, etc.); and (e) added-value outsourced services (AVOS) for financial institutions and insurers (outsourcing of tellers, multi-agency services, check processing and related administrative

services, etc.) with the exception (save in Argentina and Paraguay) of the following areas: Front Office (outsourced services centers specializing in contact center processes: inbound and outbound calls, technology applied to the voice channel, online chat, lead rating processes, segmentation, database classification and enrichment, and contact center business consulting), Back Office (outsourced services centers specializing in back-office processes: legal support services, call centers and card and POS terminal anti-fraud systems, telephone and online banking, commercial and service telemarketing campaigns, centralized recovery services, help desk and service desk, real estate asset management and other centralized financial management services), AML check services and technology (tool for handling compliance and AML requests and associated reporting; outsourced services associated with this activity), ERF check services and technology (conciliation tool for handling financial control and mitigation of operational risk; outsourced services associated with this activity), and Insurance Sector Technology (“SISnet Suite”, handling the specific needs of the insurance sector in relation to marketing and the pursuit of the insurance business through a multi-company, multi-branch and multi-channel core that manages processes for individual, group and family policies).”

The Framework Agreement shall remain in full force on its original terms with respect to all matters not expressly modified by this Novation Agreement.

2. Other clauses

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

IN WITNESS WHEREOF, the Parties have executed this Novation Agreement in two counterparts (one for each of the Parties) in the place and on the date first above written.

[Signature sheet follows]

**Prosegur Cash, S.A.
P.p.**

**Prosegur Compañía de Seguridad, S.A.
P.p.**

D. Jose Antonio Lasanta Luri

D. Javier López-Huerta Martín