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

Madrid, March 31, 2026

OF THE ONE PART,

PROSEGUR COMPAÑÍA DE SEGURIDAD, S.A., a Spanish company with registered office in Madrid, at calle Herberto Gut 12, 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, of legal age, a Spanish national, with valid national ID card/taxpayer identification number [redacted], as special attorney-in-fact by virtue of the special power of attorney before the Spanish Notary Public Ms. Eloísa López- Monís Gallego under number 798/2026 of her records.

AND OF THE OTHER PART,

PROSEGUR CASH, S.A., a Spanish company with registered office in Madrid, at calle Santa Sabina 8, registered in the Madrid Commercial Registry in volume 34,442, sheet 50, page M-619528 and holding taxpayer identification number A-87498564 ("**Prosegur Cash**"), represented in this act by Mr. Javier Hergueta Vázquez, of legal age, a Spanish national, with valid national ID card/taxpayer identification number [redacted], as special attorney-in-fact by virtue of the special power of attorney before the Spanish Notary Public Ms. Eloísa López- Monís Gallego under number 812/2026 of her records.

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

The Parties mutually acknowledge each other's legal capacity to enter into this third 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, as successively novated (the "**Third Novation Agreement**") and, to that effect,

EXHIBIT

I. Prosegur Cash is a Spanish listed company in which the Spanish listed company Prosegur has a 82.10% stake.

II. As a result of the flotation of Prosegur Cash in 2017, the Parties entered into a Framework Agreement for Relations dated February 17, 2017 (the "**Framework Agreement**") in order to regulate the relations between the Parties, particularly as regards the definition of the area of activity of the Prosegur Cash Group, based on the principles of preference and safeguarding the interests of the minority shareholders of Prosegur Cash.

III. The Framework Agreement established that (i) the area of activity of the Prosegur Cash Group would consist of the pursuit of the Cash business worldwide, with

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

IV. On March 16, 2021, the Parties proceeded to novate the Framework Agreement to adapt the area of activity of the Prosegur Cash Group as a result of the sale and transfer by Prosegur Cash to Prosegur of certain areas of the added-value outsourced services (AVOS) business for financial institutions and insurance companies (the "**First Novation Agreement**").

V. On October 30, 2024, the Parties agreed to novate the Framework Agreement to (i) taking into account the evolution of the market in which both Groups operate, the progress of digitalisation and the development of transformation products related to the cash collection and management business with which to take advantage of the new opportunities that arise, define, in a precise manner, in accordance with the provisions of Recommendation 2 of the Spanish Good Governance Code of Listed Companies, the area of activity of Prosegur Cash and the companies of its Group, based on the principles of preference and safeguarding the interests of all the shareholders of Prosegur Cash; and (ii) to delimit the general framework for the treatment of related-party transactions between the Prosegur Group and the Prosegur Cash Group arising from regulatory changes, including, among others, the possibility of delegating certain related-party transactions (the "**Second Novation Agreement**").

VI. The Parties, as a result of the strategic decisions independently adopted by each of them for the best achievement of their respective business objectives in the interest of each company, have reached an agreement for the sale and transfer by Prosegur Cash to Prosegur of certain areas of the added-value outsourced services (AVOS) business for financial institutions and insurance companies, currently developed in Argentina and Paraguay by Prosegur Cash (which will allow it to monetise the current value of said businesses, freeing up resources and using the proceeds from the sale to finance other investment alternatives with greater strategic fit and priority in the capital allocation of Prosegur Cash), with Prosegur having the interest and the resources and investment capacity to drive additional growth of this business in these two countries and, potentially, in other countries, for which purposes, on this same date, they have entered into a share purchase agreement for 100% of the share capital of the Argentine company V.N. GLOBAL BPO S.A. and the Paraguayan company VN GLOBAL PARAGUAY S.A.

VII. Additionally, the Parties have agreed to align the threshold applicable to the delegation by the Board of Directors of Prosegur Cash of the approval of certain related-party transactions relating to the provision of services inherent to the respective areas of activity of the Prosegur and Prosegur Cash Groups with the maximum legal threshold set forth in article 529 duovicies.4.b) of the Capital Companies Law, setting it at 0.5% of the net turnover of Prosegur Cash, in order

to strengthen the consistency of the corporate governance system, facilitate the ordinary management of intragroup relations and maintain, in all cases, the control and transparency safeguards required by the applicable regulations.

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

CLAUSES

1. Defined Terms

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

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

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

> *"(ii) Securities Logistics and Cash Management ("**Cash**"): services for the management and local and international transport (land, sea and air) of cash and other high value goods (jewels, art works, precious metals, electronic devices, votes, legal evidence, etc.) including: (a) services for the uplift, transport, custody and deposit of cash and other valuable goods; management and automation of cash (counting, processing and packaging, as well as preparation and ordering of coins) and control and traceability systems for cash flows; (b) integral solutions for automated teller machines (ATMs) (operation on their own behalf or on behalf of third parties, planning, loading, monitoring, first and second level maintenance, balancing and other additional services); (c) planning and forecasting of cash requirements of, among others, branches and vaults of financial institutions; (d) comprehensive solutions for cash self-service machines (CSSMs) (devices for deposit, recycling and distribution of notes and coins, payment of invoices, etc.); (e) added-value outsourced services (AVOS) for financial institutions and insurers (outsourcing of tellers, multi-agency services, check processing and related administrative services, etc.), with the exception ~~(save in Argentina and Paraguay)~~ of the following areas: Front Office (outsourced services centers specializing in contact center processes: inbound and outbound calls, technology applied to the voice channel, online chat, lead rating processes, segmentation, database classification and enrichment, and contact center business consulting), Back Office (outsourced services centers specializing in back-office processes: legal support services, call centers and card and POS terminal anti-fraud systems, telephone and online banking, commercial and service telemarketing campaigns, centralized recovery services, help desk and service desk, real estate asset management and other centralized financial management services), AML check services and technology (tool for handling compliance and AML requests and associated reporting; outsourced services associated with this activity), ERF check services*

and technology (conciliation tool for handling financial control and mitigation of operational risk; outsourced services associated with this activity), and Insurance Sector Technology ("SISnet Suite", handling the specific needs of the insurance sector in relation to marketing and the pursuit of the insurance business through a multi-company, multi-branch and multi-channel core that manages processes for individual, group and family policies); and, (f) in general, all kinds of activities related to the businesses described above, such as activities related to the currency exchange business, through digital platforms or in person at physical establishments, with the banking correspondent business and collection and payment services, all kinds of activities typical of an electronic money entity and those related to the custody of cryptocurrencies and all kinds of digital assets or cryptographic keys thereof and transfer services for said assets."

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

"4.2 Approval of Related-Party Transactions

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

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

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

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

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

b) transactions between companies of the Prosegur Group and companies of the Prosegur Cash Group that are entered into under contracts whose standardised conditions are applied en masse to a large number of clients, are carried out at prices or rates established in general by the person acting as supplier of the goods or services in

question, and whose amount does not exceed ~~0.25~~ 0.5 per cent of the net turnover of Prosegur Cash and provided that said transactions are aimed at the provision of services by the Prosegur Group or the Prosegur Cash Group, respectively, to the Prosegur Cash Group or the Prosegur Group, respectively, inherent to the businesses within their respective area of activity.

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

In all matters not expressly modified by this Third Novation Agreement, the Framework Agreement shall remain in full force and effect (as successively amended).

3. Other provisions

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

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

[Signature page follows]