

APPENDIX 3
ADDITIONAL INFORMATION REQUEST

By email (●)

To: Nueva Pescanova, S.L.

Rúa José Fernández López s/n.
36320 Chapela-Redondela, Pontevedra

On the [●] [●], 2020

Dear Sirs:

We refer to your invitation to join the Nueva Pescanova S.L. Refinancing Agreement (*Nueva Pescanova*) and to exercise capitalisation or write-down options published on your website (www.nuevapescanova.com) on July [], 2020 (the *Invitation*). We are writing to you in our capacity as Offeree.

In this letter, words commencing by capital letters and not expressly defined shall have the meaning attributed to them by the Invitation and/or the Directions.

a) Information Request

We hereby kindly request the following information (*tick the box related to the information you wish to receive*):

- A copy of the Refinancing Agreement.
- A mention of the amount the Offeree shall be entitled to capitalise for each Tranche of which Offeree has a share.

This information request does not entail any obligation for Offeree to (i) adhere the Refinancing Agreement; and/or (ii) to opt for Offeree's credit capitalization. Once such information and documentation have been received, Offeree shall be entitled to freely decide on any available option.

b) Representations and Warranties

We hereby represent the following:

That according to applicable law, the undersigned is/are duly authorized to subscribe this letter in the name and on behalf of Offeree.

That the sender has the status of Offeree and has a direct share to the Financial Liabilities, which has not been subject to amortization or alienation for the benefit of any third parties; and

That after having carefully read the Invitation terms and conditions, Offeree fully agrees with such terms and conditions.

c) Non-Disclosure Commitment

Offeree hereby acknowledges that any information and documentation provided to Offeree in connection with the Refinancing Agreement adherence process, pursuant to the provisions under the Invitation (the *Confidential Information*) (i) constitutes confidential and proprietary information of Nueva Pescanova and its group, the disclosure of which shall be detrimental for the company; and (ii) shall be sent to Offeree for the exclusive purpose of assessing and opting, as the case may be, among the different options to adhere such Refinancing Agreement and to get involved with Capital Increase or any Financial Liabilities write-down. Any other use of such Confidential Information is not permitted.

Therefore, Offeree shall not be entitled to:

- transmit, disclose or disseminate any Confidential Information, in whole or in part, to any natural or legal person other than such Offeree's managers, officers, employees, or professional advisors who may need access to Confidential Information for the assessment thereof and with the aforesaid purposes. The foregoing shall not apply where Offeree (or any Offeree's manager, officer, employee, or professional advisor who had accessed such Confidential Information, as the case may be) is obliged to disclose Confidential Information pursuant to applicable law from time to time or at the request of any public, administrative or judicial authorities; and
- use such Confidential Information for any purposes other than those aforementioned

Moreover, Offeree shall:

- take any security measures regarding the Confidential Information custody, storage, and access; and
- adopt any other necessary measures to ensure Compliance with the foregoing obligations by Offeree's managers, officers, employees, and professional advisors.

In the event that Offeree eventually joins the Refinancing Agreement, Offeree's obligations in connection with the Confidential Information shall be replaced by the Refinancing Agreement relevant provisions on the matter. Otherwise, Offeree shall, before July 22, 2020 and to Offeree discretion either i) return to Nueva Pescanova any material, data, documents, papers and any copy thereof containing Confidential Information; or ii) destroy such material, data, documents, papers and copies, confirming in writing to Nueva Pescanova such circumstance.

d) Communications

Communications

For the purpose of the Refinancing Agreement adhesion procedure, Offeree by signing this letter agrees to receive notices by email to the address(es) indicated in the Schedule as a reliable communication means between Nueva Pescanova and Offeree.

Yours sincerely,

SIGNATURE:

SIGNATURE TYPE: Individual Joint * If not ticked, signature shall be deemed as being an individual signature.

SCHEDULE

IDENTIFICATION DETAILS

1/ Offeree Identification (natural or legal person who requests additional information):	
• Company Name / Name and Surname:	
• Identity Document Number / Passport:	
• Nationality:	
• Registered Office:	
• Contact Person:	
• Telephone:	
• Email:	
2/ Identification of authorised representative(s) (natural person(s) signing the Additional Information Request on behalf of Offeree):	
• Name and Surname:	
• Identity Document Number / Passport:	
• Nationality:	
• Title / Power of Attorney	
• Name and Surname:	
• Identity Document Number / Passport:	
• Nationality:	
• Title / Power of Attorney:	

DATA PROTECTION

Nueva Pescanova, as data controller, shall be entitled to process any data provided or to be provided by creditor for the purpose of taking any action necessary to perform the Refinancing Agreement and the Capital Increase. **The legal basis for data processing is the performance of the Refinancing Agreement and Capital Increase, and, when applicable, any legitimate interest.** Notwithstanding the foregoing, any personal data provided to Nueva Pescanova may be disclosed to (i) either any other companies of Nueva Pescanova group; (ii) or any other third parties when disclosure is necessary for the Refinancing Agreement and/or Capital Increase procedure or performance. Data shall be stored during such necessary time for Compliance with any statutory obligation by Controller. For this purpose, Nueva Pescanova shall take any security measures provided for by such legislation. Any rights of access, rectification, cancellation, or opposition as well as the right to request a limitation of data processing and portability and the right to submit a complaint with the Spanish Data Protection Agency (*Agencia Española de Protección de Datos*) or any other competent authority shall be made in writing and sent to NUEVA PESCANOVA, S.L., Rúa José Fernández López s/n. 36320 Chapela-Redondela, Pontevedra (Spain).

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