



BETWEEN

Of the first part, CaixaBank, S.A., ("CaixaBank"), with registered address at Calle Pintor Sorolla 2-4, Valencia (46002) and tax identification number (NIF) A08663619, registered in the special registry of the Bank of Spain under number 2100, and in the Companies Registry of Valencia in Volume 10,370, Sheet 1, Page V-17351, Entry 2⁸.

And of the other part, the Customer whose identification details are at the end/footer of this document, acting for and on their own behalf.

DECLARE:

I. CaixaBank is legally registered to render advisory services to third parties relating to investments in financial instruments .

II. The advisory service provided by CaixaBank complies with the rigorous methodology for the purposes of recommending to each Customer a suitable plan for their wealth in accordance with their financial needs, subject to prior knowledge of the Customer's financial/wealth situation and investor profile.

III. The Customer is interested in requesting that CaixaBank provides advisory services regarding investments in financial instruments and CaixaBank is interested in providing these services to the Customer.

By virtue of the above, both Parties have agreed to formalise the this contract which will be governed by the following

CLAUSES

ONE - OBJECT AND NATURE OF THE SERVICE

The Customer requests that CaixaBank provide the advisory service with regard to investments in financial instruments within the scope of Private Banking and Premier Banking for the purpose of recommending the investment services and financial instruments most suitable for the Customer. CaixaBank will carry out the advisory service according to its best knowledge and understanding.

This investment advisory service is considered non-independent because CaixaBank is able to receive or charge fees, commissions or financial and non-financial benefit from other entities related to the provision of investment or ancillary services. CaixaBank will receive and retain these incentives in order to improve the quality of the relevant service provided to the Customer, without prejudice to the compliance by CaixaBank to act honestly, impartially and professionally, in the best interest of its customers.

TWO - PROVISION OF THE ADVISORY SERVICE

2.1. Commitments acquired by CaixaBank.

2.1.1. In accordance with current regulations on knowledge and experience within the scope of investment corresponding to the specific type of product or service, CaixaBank agrees to obtain from the Customer the necessary information on the Customer's financial situation and investment objectives to perform a suitability assessment on the Customer via the "suitability test" and thereby provide advice according to its result.

2.1.2. The results of the "suitability test", from which the Customer's risk profile will be obtained, will be used by CaixaBank to prepare investment proposals on its own initiative or at the request of the Customer, which will be delivered to the Customer or to a person authorised by the latter. In the latter case, the authorised person will receive the investment proposals on behalf of the Customer and in accordance with the authorisations document annexed to this Contract provide the necessary details to prepare the "suitability test", in virtue of the provisions set forth in Point 2.1.1. above.

Nonetheless, it will always be the Customer's decision to contract the financial products or instruments.

2.1.3. CaixaBank will provide the non-independent advisory service laid out in this Contract under conditions of suitability, in other words, within the limits deriving from the result of the suitability assessment carried out by the Customer in accordance with the provisions laid out in the above paragraph.

In the case that after three (3) months have passed since the date on which the Suitability Test should have been updated by the Customer, CaixaBank reserves the right to terminate the contract in accordance with the provisions laid out in Clause Six of this contract. During this three-month period, the limits resulting from the last suitability test will be maintained.

2.1.4. CaixaBank will assess and provide the Customer with access to a wide range of appropriate financial instruments which will serve as a basis for issuing investment recommendations. During this process, CaixaBank will consider a variety of its own financial instruments or those of entities of its Group, and of third-party international entities that have no close ties with CaixaBank.

2.1.5. At CaixaBank, all advisory processes may be preceded by an overall analysis of the Customer's financial assets through which CaixaBank may determine the equity structure of the Customer's portfolios by objectives. . CaixaBank uses the results of this initial analysis to design the Customer's investment strategy, which is implemented via investment proposals.

2.1.6. The proposals will only refer to the equity position determined by the Customer and the dossiers/contracts that they include will be specified in each of them. Similarly, the proposals will not affect the rest of financial instruments that the Customer may have contracted or may contract in the future with CaixaBank or the provision of other investment services that CaixaBank provides or may provide to the Customer and that differ from the advisory service specified under this Contract.

2.1.7. CaixaBank agrees to make a record of the investment proposals submitted to the Customer under this Contract with the information and details required by applicable regulations at all times. CaixaBank will provide a description of how the recommendation conforms to the Customer's specific characteristics and its investment objectives in writing or via a durable medium.

2.1.8. CaixaBank agrees to send an annual statement on the position of the financial instruments contracted by the Customer through the provision of advisory services defined in this Contract. The advisory service will include continuous monitoring of portfolio progress; however, this will not entail the obligation of sending the Customer any other type of information, particularly as regards business or corporate information of the issuers of the traded securities. This will hold true, regardless of any information that the Customer may receive in virtue of the provision of other financial services that differ from the advisory service.

2.1.9. During the course of the advisory service, CaixaBank will be able to provide the Customer with reports on investment analyses and financial analyses prepared by CaixaBank or third party entities, in which case, these must be priced and charged separately according to the cost indicated by the entity preparing the report. CaixaBank reserves the right to apply any deductions, discounts or similar that it deems convenient when providing these reports to the Customer.

2.2. Commitments acquired by the Customer.

2.2.1. The Customer agrees to provide CaixaBank with the information necessary to perform the suitability assessment in accordance with established legal and regulatory conditions. The Customer recognises that if CaixaBank does not obtain the necessary and sufficient information to provide the services contemplated under this Contract as set forth above, it will not be able to present investment proposals to the Customer.

2.2.2. If any event or circumstance arises that modifies, either partially or in full, the details or the information that the Customer previously provided to CaixaBank on the date of signature of this contract, the Customer undertakes to inform CaixaBank as soon as the event or circumstance occurs. The Customer also ensures that the information provided to CaixaBank before the execution of this contract, as well as any other additional information that may be provided in the future, is complete, updated and true.

2.2.3. The Customer expressly recognises and accepts that the decisions to perform investment transactions derived from the provision of the advisory service regulated in this Contract are made exclusively by the Customer and therefore assumes the risks and results of the aforementioned investment transactions, whereby the obligations for CaixaBank derived from this Contract refer only to its activity and never to the results.

2.2.4. The Customer is aware that investment in financial markets entails risks inherent to the nature of transferable securities, price volatility, market liquidity, the financial capacity and solvency of the issuer of transferable securities and the type of market where these are traded.

2.2.5. The Customer knows and understands that this Contract cannot be considered as a mandate for investment management and that the obligations of CaixaBank with regard to the type of investment service to be provided are different from those which can derive from the portfolio management service. Under no circumstances will CaixaBank assume by virtue of this Contract any degree of authorisation or power to manage the Customer's portfolio.

2.2.6. The Customer recognises and accepts that neither CaixaBank nor the entities belonging to its Group, on their own behalf or that of others, may have performed or will perform transactions of any nature on the same financial instruments for which CaixaBank provides the advisory service to the Customer by virtue of this contract, without any relationship with the advisory service.

2.2.7. The Customer recognises and accepts that the opinions, evaluations or estimates on financial instruments or transactions issued by CaixaBank in the provision of its advisory services under this contract will be based on public information or sources that CaixaBank considers trustworthy.

2.3. CaixaBank's responsibility.

2.3.1 CaixaBank does not guarantee the Customer any financial result derived from the investments or disinvestments on which the investment advice is provided. The Customer is therefore responsible for the profits or losses resulting from market performance or the risk assumed as regards the investments made in virtue of the information and advice provided by CaixaBank.

2.3.2 Under no circumstances will CaixaBank be held responsible for any decisions made by the Customer separately and independently from the recommendation made by CaixaBank when this recommendation may be unsuitable for the Customer due to partial execution or inaccuracy or falseness in the details provided by the Customer and on the basis of which CaixaBank has provided its advice, or if these details are not up to date or are incomplete, or when there has been a substantial change in the Customer's situation and CaixaBank has not been informed of said changes.

THREE - CONSIDERATION

The Customer will not pay any compensation for the advisory service provided by CaixaBank under this contract, unless expressly agreed to by the parties in a document annexed to this Contract.

FOUR - CONFLICTS OF INTEREST AND INCENTIVES

4.1 As a result of providing the investment service and for the purpose of increasing the quality of the service rendered and always in the optimum interest of the Customer, CaixaBank will be entitled to receive or charge fees, commissions or non-monetary benefits to third parties associated with the provision of the investment services. You will be informed of the existence, nature and amount of these incentives (or, when the amount cannot be determined, at least its calculation method) in accordance with the prevailing legal regulations, and information on them will be made available to you on the Company's website (www.caixabank.es). However, the Customer reserves the right at all times to receive accurate and detailed information on these incentives from the entity upon request.

4.2. In accordance with the provisions in Article 45 of Royal Decree 217/2008, CaixaBank has a Policy for the Management of Conflicts of Interest, the essential terms of which are part of this contract. This policy is available to the Customer at all CaixaBank branches and on the Bank's website (www.CaixaBank.es).

FIVE - CONFIDENTIALITY AND PERSONAL DATA

5.1. CaixaBank undertakes to keep all the Customer's data and information it becomes aware of and handles in relation to the performance and execution of this contract completely confidential, and not to disclose it to any third parties, except where such disclosure is necessary for the performance, fulfilment and monitoring of this contract, if authorised by the customer or if it is contemplated or required by law.

5.2. The Customer acknowledges and accepts that all information, advice or opinions provided by CaixaBank by virtue of this contract, whether verbal or in writing, will be strictly confidential and will only be used by the Customer for their own decision-making in relation to the investments in financial instruments on which CaixaBank provides advice under this contract. They may not be used for any other purpose, or be reproduced, disclosed, quoted or referred to in any way for any other purpose without CaixaBank's prior written consent.

5.3. The Customer's personal data, and that of any individual signatories in representation of the former, will be added to and processed in CaixaBank files for the performance of this Contract and to verify that all operations are correct. CaixaBank may keep such data until actions or the transaction deriving from the same have lapsed. Part of the aforementioned processing will be automated and may involve the creation of profiles, in order to assist with the execution of the agreed services. The data may be accessed, rectified and cancelled by their owners, who may object to the processing of their data, in accordance with the law. To exercise such rights, they must send a written communication to any of the Bank's branches or to the following address: Carrer Painter Sorolla 2-4 (46002 - Valencia).

5.4. Recording of telephone conversations and communications

In accordance with the Markets in Financial Instruments Directive, you are expressly informed that the following will be recorded: (i) the electronic communications and/or conversations between CaixaBank and the Customer, in the event of investment services and activities related to the receipt, transmission and execution of orders from customers; in addition to (ii) the communications or telephone conversations, the result of which operations are or could be carried out.

The data collected will be processed for the purpose indicated in the first paragraph of the this section; the same paragraph indicates the conservation periods, in addition to the procedure for exercising the rights set forth in the data protection regulations related to this data.

SIX - DURATION AND TERMINATION OF THE CONTRACT

6.1. The duration of this Contract will be indefinite, starting from the date it is signed. Notwithstanding the foregoing, either of the parties may terminate this Contract without cause, in which case, where applicable, the Customer will notify of their intention to terminate the contract at least 15 days in advance of the date on which it must take effect, signing the corresponding Advisory Contract termination document.

CaixaBank must inform the Customer in writing with minimum advance notice of one month.

6.2. Termination of the contract for any reason will not extinguish the obligations that the parties have contracted by virtue of the same before the effective date of termination, which will remain in force until they are completely fulfilled.

SEVEN - MISCELLANEOUS

7.1. Any notifications the Parties must make between themselves will be carried out in any medium that allows their content and date of receipt to be placed on record, and these will be sent to the following addresses:

Customer:

- Address:
- Mail

CaixaBank:

- Address: PASEO DE RECOLETOS, 37 P7 28004 MADRID

Any change in the above details must be communicated to the other party at least fifteen (15) days prior to the effective date. However, new addresses for notifications must be in Spanish territory.

7.2. The advisory service contemplated under this contract will not include the provision of legal or tax advice to the Customer, under any circumstances.

7.3. The Parties will submit to the standards of conduct and information requirements considered under applicable law.

7.4. Without prejudice to the above, this contract will be governed by Spanish legislation. The Parties expressly waive their own jurisdiction or any other to which they may be entitled and submit to the jurisdiction of the courts that correspond to the address of the Customer that appears in the heading of this contract for the resolution of any disputes that may arise between them in relation to the fulfilment, interpretation and execution of this contract.