

LOCDATA

Of the first part, CAIXABANK, S.A., ("CaixaBank"), with corporate address in Valencia, Calle Pintor Sorolla, 2-4 46002 Valencia, Spain and NIF (Tax ID) A08663619, registered in the Companies' Registry of Valencia, volume 10370, sheet 1, page V-178351, entry 2.

Portfolio: NUMEXP

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("THE CUSTOMER"), acting for and on their own behalf.

Hereinafter jointly referred to as the Parties.

DECLARE:

#### General conditions

The Parties, having agreed that its content complies with the provisions set forth in Order EHA/1665/2010 of 11 June, implementing articles 71 and 76 of Royal Decree 217/2008, of 15 February, on the legal system of investment services companies and of other companies that provide investment services, with regard to tariffs and model contracts and in the Circular 7/2011 of 12 December of the National Securities Market Commission ("CNMV") concerning the informative prospectus on tariffs and the content of model contracts, and mutually recognising each other's capacity to that end, they SIGN this model contract for the discretionary and individualised management of portfolios (the "Contract") in accordance with the following CLAUSES:

One. Purpose and powers of CAIXABANK. Formalisation of the Contract

1. This Contract governs the discretionary and personalised management by CAIXABANK of the CUSTOMER's assets which at the time of signature of this Contract, or at any time afterwards, are entrusted to CAIXABANK for this purpose, as well as any returns generated by such assets.

2. CAIXABANK will provide the discretionary and personalised investment portfolio management service ("Discretionary Management") through methods that will exclusively invest in:

a) Units or specific classes of units of mutual funds managed by CaixaBank Asset Management SGIIC, S.A.U. ("CaixaBank AM") exclusively for investment in discretionary management portfolios as identified in the corresponding informative prospectus.

b) Series of shares and/or classes of units in foreign Collective Investment Schemes ("CIS").

Hereinafter, a. and b., will jointly be referred to the "Fund Portfolios".

According to the commercial profile of the CUSTOMER assigned by CAIXABANK, this will invest the CUSTOMER's initial assets in accordance with the type of asset indicated in the Specific Conditions of this Contract.

3. The CUSTOMER grants CAIXABANK the broadest powers so that it may, for and on behalf of the CUSTOMER, for the purposes of performing the Discretionary Management service:

a) Order any class of purchase, sale, subscription, redemption, transfer or exchange operations concerning series of shares and/or classes of units in the CISs object of the Discretionary Management.

b) Exercise all the rights and perform all the actions inherent in the operations referred to in the above section and, in general, carry out as many operations as may be necessary in the management of the portfolio with which it is entrusted.

c) Perform all actions and operations and sign as many documents as may be necessary in accordance with the agreements and conditions deemed appropriate in the interest of the CUSTOMER for the management of the portfolio with which it is entrusted, through investment services companies, notary publics and any other intermediaries or legally authorised entities.

4. CAIXABANK provides the Discretionary Management service through model portfolios, the difference of which essentially lies in the risk that the investor assumes according to the weightings and nature of the assets in which they invest. The definition of the investment profiles, as well as their distribution among fixed income and equity assets, is detailed in the INVESTOR PROFILE section of the Specific Conditions of this Contract.

CAIXABANK will vary or amend the weightings and positions of the CISs in which it invests the portfolio as and when it deems necessary in accordance with the behaviour of the market.

The minimum limit to access this Discretionary Management service will vary depending on the format of the Fund Portfolios contracted and will be established in the Specific Conditions of this Contract.

The CUSTOMER's initial assets comprise the initial contribution to the portfolio regardless of any fluctuations that may be experienced afterwards. After the initial contribution, the assets under Discretionary Management for the purposes of the minimum limit established in this Contract will be understood to be the sum total of the contributions less any reimbursements, irrespective of the net asset value of the CISs invested in at that time (the "Assets under management"). If due to the movements of the market the value of the portfolio should fall below the minimum indicated in the Specific Conditions of this Contract, this circumstance will be not taken into account as a non-compliance with the minimum limit to access this service. However, the provisions set out in Clause 11.4 must be taken into account. The contributions to the Portfolio may only be carried out in cash or via transfer from a CIS managed by CAIXABANK AM.

The contributions, withdrawals, transfers or cancellations made by the CUSTOMER in the portfolio after signing this Contract will require the signature of the corresponding document depending on the operation and will specify the applicable conditions.

5. The management activity will be exclusively limited to and may not exceed at any time, except for those cases and limits established by the CNMV, the total amount of the two following items nor will it entail the manager requesting additional contributions in order to cover losses (except where these refer to voluntary contributions by the CUSTOMER or the credits referred to below): (PS) a. The assets initially contributed or on successive occasions by the CUSTOMER.

a. The assets initially contributed or on successive occasions by the CUSTOMER. b. The amount of credits, where applicable, obtained from the manager, if authorised to do so, or from a third party also authorised to do so. In any case, the granting of credit will require the prior formalisation of the corresponding contractual credit document signed by the CUSTOMER and the lender.

6. CAIXABANK will act in accordance with the clauses of this Contract and in accordance with the investment criteria established in the Specific Conditions of this Contract. It will only be possible to deviate from the general investment criteria agreed when the professional criteria of the manager advises this deviation or incidents arise during the contracting process. In these cases, CAIXABANK, in addition to recording the deviations, will provide a detailed report to the CUSTOMER immediately.

7. The contracting by the CUSTOMER of the type of Discretionary Management Fund Portfolio will not be compatible with any other Discretionary Management product provided by CAIXABANK.

## <u>Two. Ownership</u>

1. The Discretionary Management service can be contracted by individuals (residents and non-residents) and legal persons.

In the case that the ownership of the portfolio under management by virtue of this contract corresponds to several holders, except where the system of joint ownership between them is expressly determined by a specific condition in this contract, these will be considered as individual holders with regards to rights, powers and obligations established for the CUSTOMER in this Contract. For the purposes of this Contract, the instructions or communications by any of the holders relating to the CUSTOMER's portfolio will be understood to refer to the entire portfolio.

## Three. Deposit of the securities, financial instruments and cash. CAIXABANK's powers. Express authorisations

CAIXABANK will maintain the records of the deposits of the cash and financial assets object of this Contract, resulting in the corresponding annotations, debits and credits in the cash accounts exclusively subject to this Contract.

The CUSTOMER expressly authorises CAIXABANK to exercise its Discretionary Management activity with the broadest powers so that it may, for and on behalf of the CUSTOMER, perform all the operations relating to the financial and cash instruments that it manages; Including, but not limited to: buy, subscribe, dispose, lend, exercise economic rights and make pertinent charges in the performance of all the activities, communications and initiatives required to do so and signing as many documents as may be necessary or relevant to do so.

If the use of omnibus accounts should be required for the normal external trading operations in securities and financial instruments on foreign markets, CAIXABANK will be able to use them provided that it obtains express authorisation from the CUSTOMER, who will be previously informed of the risks undertaken as well as the entity and credit rating of the depository entity.

When operations carried out on the portfolio, either by themselves or added to the positions in funds already existing in the CUSTOMER's portfolio, represent more than 25% in CISs managed or marketed by the fund managers of the CaixaBank Group or marketed by CAIXABANK, a prior generic authorisation will be collected from the CUSTOMER to proceed with these operations. This authorisation is detailed in the Specific Conditions of this Contract.

# Four. Classification of the Holder

The CUSTOMER recognises that prior to or at the moment that this Contract is entered into, it has been classified by CAIXABANK in accordance with the provisions laid out in the MiFID regulations (Securities Market Act and Royal Decree 217/2008 of 15 February on the legal regime of investment services companies, hereinafter jointly and together with any other implementing regulation, ("MiFID Regulations").

Five. Suitability assessment In the case that the CUSTOMER has been classified as a Retail Customer, CAIXABANK will gather all information necessary from the CUSTOMER to assess their suitability ("Suitability Test") in relation to the scope of the Fund Portfolios Discretionary Management service governed by this Contract. The CUSTOMER will also inform of any event or circumstance that may alter or affect its assessment and/or classification as a Retail Customer and which must be taken into account by CAIXABANK for this purpose.

The Parties agree to accept, for the purposes of complying with this requirement, the Suitability Test that the CUSTOMER has signed at any time with CAIXABANK for the Fund Portfolios Discretionary Management service governed by this Contract. The CUSTOMER and, where applicable, each one of the holders that form the CUSTOMER) will be responsible for the information provided to assess their suitability and must maintain this information up-to-date and inform CAIXABANK of any change that may represent a modification to the suitability assessment carried out.

In the case of multiple holders, the suitability assessment will be carried out by the joint holder designated by all the holders by way of common agreement. In the case the holder is a legal person, they will be considered under the criteria of natural person representative with sufficient powers to carry out the assessment. In any event, the assessment of knowledge and experience will be performed by the joint holder designated to take the test and the financial capacity and investment objectives will be that of all joint holders considered as a whole. To this end, the joint holders are obliged to inform the joint holder designated to carry out the Suitability Test of their financial capacity and investment objectives for the purposes of a correct suitability assessment.

In any event, the suitability test must be updated every 18 months (counted from the last amendment date of the Suitability Test). If the update of the Suitability Test of the change request by the CUSTOMER should give rise to a change in the investor profile indicated in the investment criteria, the signing of a new contract will be required in which the CUSTOMER will be assigned a new portfolio more suitable to the result of the new Suitability Test. CAIXABANK will provide the Discretionary Management 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, although the Contract may be terminated in accordance with clause 11.2 once 18 months have passed since the date on which the Suitability Test should have been updated by the CUSTOMER.

In the case of a Professional Customer, except where expressly stated otherwise, it will not be necessary to gather the information on knowledge and experience, with this being assumed by CAIXABANK.

CAIXABANK will be exonerated of all liability in the case that, in the event of any damages or non-compliance, this is due to the non-compliance of the CUSTOMER of its information obligations established in this clause.

## Six. Relevant information in relation to the subscription, transfer and reimbursement of CISs.

In compliance with the provisions set forth in Additional Provision Five of the Law on Collective Investment Schemes, and in the case that the CUSTOMER, as a unit holder of the CIS object of the investment through this Contract is an individual, regardless of whether they are a resident for tax purposes in Spain (common territory, Basque country or Navarre), or abroad, it is necessary to inform on the following tax effects deriving from the simultaneous ownership of the units of a single fund in the unit holder records of more than one entity:

- If shares or units of the same CIS as those that were the object of the signature via this portfolio discretionary management Contract have already been acquired directly, or may be acquired in the future through the management entity or marketer of CISs, as a result, the unit holder records of more than one management entity or CIS marketer at any time during the ownership prior to a redemption of said shares or units, or in the case of ownership of shares or units originating from one, several or successive transfers of other shares or units when some of these transfers were performed under identical circumstances with regard the shares or units reimbursed or transferred, could have the following tax implications:

a) When executing a reimbursement, the capital gain or loss to be included in the Personal Income Tax or Income Tax on Non-Residents must be determined by the unit holder, given that they may be able to defer the result calculated by the management company or marketing entity with whom it carried out the transaction.

b) The capital gain obtained will not be calculated as a capital gain subject to withholding or payment on account for the purposes of the exempting limits of the obligation to file tax returns provided for under article 96 of law 35/2006 of 28 November on Personal Income Tax and the partial amendment of the laws on Corporate Tax, on Non-resident Income and on Wealth.

c) When there is a reimbursement of units under the deferment scheme governed by article 94.1.a), paragraph 2, of Law 35/2006, the unit holder must determine the acquisition dates and values to be attributed in accordance with the provisions set forth in this Law to

the newly acquired units or shares, as well as conserve this information for the purposes of future reimbursements or transfers, regardless of the tax information communicated between the entities intervening in the transaction.

d) The unit holders that are obliged to pay Non-Resident Income Tax for obtaining capital gains without the intermediation of a permanent establishment in Spanish territory deriving from the reimbursement of the units of the fund, must declare and pay to the Treasury the corresponding tax due on said capital gains, when the withholding or payment on account carried out is lower than the amount payable for said Tax.

- When the CISs have different compartments or different kinds of units or series of shares, the previously mentioned circumstances will be understood to refer to each compartment, class of units or series of shares.

<u>Seven. Information obligations towards the CUSTOMER</u> 1. CAIXABANK will provide the CUSTOMER, on durable medium and on a monthly basis, a statement which must include the following information:

a. Content and a valuation of the portfolio and information that makes it possible to compare the situation of the portfolio with that of the last communication. So that the CUSTOMER may evaluate the results obtained by CAIXABANK, it will use a comparison between the performance of the portfolio during the period to which the information refers and the reference indicator of the performance of the investment agreed with the CUSTOMER. The assessment and comparison method and the indicators are detailed in the Specific Conditions of this Contract.

b. Variations in the composition of the portfolio occurring during the period, including liquidity. For every transaction executed during the period to which the information refers will indicate the date and time of execution, order type, financial instrument, purchase or sale indicator or nature of the order if not purchase or sale, volume, unit price and total consideration paid.

c. The following transactions must be reported in detail: (i) investments in financial instruments issued by CAIXABANK, entities belonging to the same group as CAIXABANK or by CISs managed by entities of the latter; (ii) subscriptions or acquisitions of financial instruments which CAIXABANK or any other entity belonging to the same group acts as the underwriter or placement agent of the issue or secondary offering; (iii) financial instruments sold by CAIXABANK itself or by entities of the group and acquired by the CUSTOMER, and (iv) transactions between the CUSTOMER and other CAIXABANK customers.

d. Entities that have deposited, administered or registered securities, cash and other financial assets, specifying, where applicable, omnibus accounts.

e. The total amount of fees and expenses accrued during the period to which the information refers, detailing at least the total of the management fees including, as relevant, a statement indicating that a more detailed breakdown may be provided at the request of the CUSTOMER.

f. Total amount of dividends, interest and other payments received in relation to the CUSTOMER's portfolio during the period to which the information refers, as well as information on any other transaction with companies that grant rights in relation to the financial instruments of the portfolio.

2. The CUSTOMER declares that it has been informed by CAIXABANK of the option to receive individualised information on each transaction executed on durable medium, in accordance with Clause Thirteen. To benefit from this option, it must be expressly requested by the CUSTOMER. The CUSTOMER will assume any additional cost incurred by CAIXABANK in responding to this request.

3. In accordance with Clause Thirteen, every year, the CUSTOMER will be sent the necessary data on durable medium to comply with any tax obligations with regards the managed portfolio.

4. If the value of the CUSTOMER's portfolio should experience a reduction of more than 10% of its value as at the reference date of last information issued, CAIXABANK will inform the CUSTOMER of this situation immediately.

# Eight. Communication obligations of the CUSTOMER

1. The CUSTOMER is obliged to inform CAIXABANK at least one business day in advance of its intention to carry out any act of disposal or encumbrance concerning any asset of its real estate assets, the management of which have been entrusted to CAIXABANK under this Contract.

2. The CUSTOMER will inform CAIXABANK of any situations of incompatibility, conflicts of interest or any other circumstance that impedes the investment of the assets managed in specific securities or financial instruments.

3. The CUSTOMER will inform CAIXABANK of any event or circumstance that changes the data supplied for the formalisation of this Contract (including but not limited to: changes relating to nationality, change of address, changes relating to tax residency, revocation or modification of powers granted to attorneys-in-fact or the legal representatives of the CUSTOMER when their relationship with CAIXABANK deriving from this Contract is carried out through an attorney-in-fact or a legal representative, auction, embargo or constitution of any other lien or encumbrance on all or part of the assets comprising the portfolio, change in the legal status of the CUSTOMER (if an individual), bankruptcy proceedings that may affect the CUSTOMER, etc.) as well as any other change that may affect the service provided under this Contract including that established in Clause Five relating to the Suitability Test.

4. In the event of the death or extinction of the CUSTOMER, CAIXABANK will be exonerated from all liabilities regarding the transactions carried out after the aforementioned event if it has not received the pertinent communication. In any event, it will be the obligation of the heirs, executors or legal representatives to communicate this circumstance to CAIXABANK within a period of 15 days counted from the date of death or the date on which the extinction of the legal person became effective before third parties.

5. CAIXABANK will be exonerated of all liability in the case that, in the event of any damages or non-compliance, this is due to the noncompliance of the CUSTOMER of its communication obligations established in this clause. The refusal by the CUSTOMER to provide the required information will render it impossible for CAIXABANK to provide the Discretionary Management Service provided for under this Contract.

# Nine. CAIXABANK's activity

a) The Parties undertake and take responsibility for the application to this Contract of the standards of conduct set forth in the Securities Market Act and other applicable regulations.

CAIXABANK declares that it has a best execution policy as well as a policy for identifying and managing conflicts of interest. Both are available on the bank's website (<u>www.CaixaBank.es</u>). Notwithstanding, for the provision of the services object of this Contract, the best execution policy of CAIXABANK AM, the entity to which the service is delegated, will be applied in accordance with the provisions set forth in Clause Nineteen of the Contract. A summarised description of the best execution policy is attached to the Specific Conditions as Appendix I.

b) CAIXABANK will be liable for any damages that it may cause the CUSTOMER due to the non-fulfilment of the obligations undertaken in this Contract and for any malicious or negligent acts, in which case it will compensate the CUSTOMER.

# Ten. Fees and commissions and applicable economic system. Incentives

1. The CUSTOMER will pay CAIXABANK the corresponding fee for managing the portfolio in accordance with the provisions laid down in the Specific Conditions of this Contract.

2. CAIXABANK will inform the CUSTOMER of any changes made to the fees and commissions and any attributable costs that affect this Contract. In the event of any increase in the fees and commissions and/or applicable costs, the CUSTOMER will have one (1) month from the receipt of said information to request the change or termination of the Contract, without the new fees being applied until after said period has passed. However, if the new fee is clearly beneficial for the CUSTOMER, it will be applied immediately.

3. In general terms, CAIXABANK will not receive or accept fees, commissions or other monetary or non-monetary benefits paid or provided by a third party in relation to the provision of the discretionary Management service.

Nonetheless, and by way of exception to the above paragraph, CAIXABANK will transfer to the CUSTOMER any fees, commissions or monetary benefits received in relation to the provision of the service, subject to the corresponding tax withholdings applicable at any time. The credit will be made to the current account linked to the portfolio, with CAIXABANK refusing to take any responsibility should there be any discrepancy between the holder of the linked account and the holder of the Contract.

4. CAIXABANK will be able to receive non-monetary benefits of a smaller nature such as:

a. information or documentation regarding a generic or personalised financial instrument or investment service that reflects a given customer's circumstances;

b. third-party written materials ordered and paid for by an issuing company or a possible issuer to promote a new issue by the company in question, or in the cases in which an issuer contracts and pays a third-party company to prepare such materials in an ongoing manner, provided that the relationship is clearly revealed in these materials, and that these are simultaneously made available to all the investment companies that wish to receive them, or the general public;

c. Participation in conferences, seminars or other training activities on the benefits and characteristics of a given financial instrument or investment service;

d. representation expenses of a minimal reasonable value, such as allowances during a business meeting or a conference, seminar or another training activity stated under letter c), or

e. Other minor non-monetary benefits that raise the quality of the service rendered to the customer and of a scale that is unlikely to diminish CAIXABANK's compliance with its duty to act in the best interest of the CUSTOMER.

#### Eleven. Term, termination.

1. The term of this Contract is indefinite, and either of the Parties may unilaterally terminate the contract at any time during its validity, via the corresponding communication to this end.

When the CUSTOMER wishes to interrupt the term of the Contract, in the effective communication of the early termination of the Contract and the managed portfolio being comprised solely of funds and/or classes of funds exclusive for Portfolio Management customers, as detailed in section two (2) of Clause One of this contract, the CUSTOMER must provide instructions on how to proceed, either (i) transfer them to series or classes of the same CIS or similar ones within the same category or to another CIS expressly indicated by the CUSTOMER, marketed by CAIXABANK for its CUSTOMERS and which are not exclusive to discretionary management customers, or (ii) have them redeemed in cash, if the CUSTOMER should request this in writing, or a sale and subsequent purchase, paying the tax on the capital gains generated, depending on the cases in which it applies.

2. When the term of the Contract is interrupted by CAIXABANK, prior notice of at least one (1) month will be necessary unless due to (i) the non-payment of fees and commissions, (ii) credit risk with the CUSTOMER,

(iii) non-compliance with the regulations applicable to money laundering or market abuse, in which case the termination may be immediate and will result in the reimbursement of the units of the CIS in the portfolio.

In the event of the unilateral termination by CAIXABANK, the last transaction carried out by CAIXABANK under this Contract will be the transfer, or a sale and subsequent purchase, where relevant, of the units to a CIS of a monetary nature managed by CAIXABANK AM, except in those cases where a direct reimbursement or the blocking of the cash account is specifically indicated and funds investigation as a result of the termination.

3. The early termination of the Contract will not affect the procedure, settlement and cancellation of the transactions in progress that may have been agreed prior to the communication, which will continue to be governed by the conditions applicable to them, in accordance with the stipulations set out in this Contract. In this case, the fees and commissions for the operations performed pending settlement at the time of the termination of the contract must be settled, as well as the proportional part accrued of the fees and commissions corresponding to the period commenced at the time of the termination of the contract.

4. The following will also be grounds for termination of the contract upon notifying CAIXABANK of (i) the death of any of the holders; (ii) the dissolution of the CUSTOMER; (iii) the existence of bankruptcy proceedings of the CUSTOMER or, in the case of multiple holders, one of them; (iv) execution of an auction or embargo on all or part of the assets forming the CUSTOMER's portfolio; (v) the constitution of any lien or encumbrance on all or part of the assets forming the CUSTOMER's portfolio under management, except when the formalisation of this act is carried out by any of the entities of the CAIXABANK Group; (vi) the substantial change in the ownership or the availability of the assets.

In the event of (i), CAIXABANK will block the cash account and funds file associated to the service indicated in the Specific Conditions until the testamentary provisions have been resolved, at which point CAIXABANK will seek instructions from the heirs to (a) sign new Discretionary Management contracts with each one of the heirs should they wish to do so; or (b) reimburse or transfer the inherited units in the CISs.

In the case of (ii) and (iii), CAIXABANK will directly reimburse the units in the CISs object of the service.

In the event of (iv), CAIXABANK will block the cash account and funds file associated to the service indicated in the Specific Conditions in accordance with the provisions of the embargo order.

In cases (v) and (vi), CAIXABANK, will proceed with the transfer, or a sale and subsequent purchase, where relevant, of the units to a CIS of a monetary nature managed by CAIXABANK AM.

In the cases in which due to the occurrence of any of the grounds for termination of the contract where these determine the blocking of the cash account and/or funds file, the CUSTOMER expressly recognises and accepts that CAIXABANK will not be obliged to ensure that the portfolio complies the limits deriving from the result of the suitability assessment carried out of the CUSTOMER under the present Contract or the Investor Profile assigned in the Specific Conditions.

5. As of the effective communication of the early termination of the Contract in accordance with the provisions laid out in this Clause, the CUSTOMER will have their assets returned within a maximum period of eight (8) business days in the accounts indicated for this purpose, except where objective circumstances beyond the control of CAIXABANK give rise to any circumstance that could extend this period.

Likewise, within a maximum period of fifteen days counted from the date of the termination of the contract, CAIXABANK will surrender and report on the management accounts before the CUSTOMER.

6. In the case that this Contract is entered into remotely, and provided that the CUSTOMER holds the status of consumer, we inform you that in accordance with the prevailing legislation, this service is excluded from the scope of application of the right of withdrawal, therefore, once the contract has been formalised, the contracting party's right to withdraw from the contract will not be recognised.

### <u>Twelve. Amendment</u>

The CUSTOMER will be able to amend the criteria of the investment service or the format of the Funds Portfolio Discretionary Management Service at any time, in which case they must sign a new Contract with CAIXABANK to replace the previous one.

The amendments to this Contract provided for herein, including changes to the investment criteria of the above paragraph, will not affect the processing, settlement and cancellation of the operations in course that may have been arranged prior to the communication of the amendment, which will continue to be governed by the conditions applicable to them, in accordance with the provisions laid down in this Contract.

Thirteen. Communications

The communications between the Parties will be sent to the address indicated by the CUSTOMER, by any means whose security and confidentiality is generally accepted and allows the information to be reproduced on paper medium. The communications may be in Spanish or Catalan, at the CUSTOMER's choice. The CUSTOMER will be able to inform of any circumstances of those provided for in this Contract at any branch of CAIXABANK.

The notifications and communications that are performed under this Contract can be sent to the CUSTOMER on paper, in electronic format or via any other durable medium, provided that it allows the CUSTOMER to store the information and reproduce it without changes.

Notwithstanding the above, the Parties agree that all the notifications and communications that CAIXABANK must provide the CUSTOMER in fulfilment of the obligations of information shall be made free of charge and exclusively via electronic means, via the CAIXABANK digital banking service provided that the CUSTOMER has contracted this service.

At the request of the CUSTOMER, the notifications and communications will be sent on paper, without prejudice to CAIXABANK being able to pass on the reasonable postage costs.

## Fourteen. Processing of personal data

The data controller is CaixaBank, S.A., with tax number (NIF) A-08663619

Contact details of the Data Protection Officer: <u>www.CaixaBank.com/delegadoprotecciondedatos</u>

The details requested are needed to manage and implement the requested service and/or contract process, and they will be processed for this purpose; they will also be processed to comply with the required regulatory obligations.

This data may be passed on to public bodies and authorities for the purposes of complying with any necessary legal obligations, as well as to suppliers of services and to third parties where necessary to handle and carry out arrangements related to the service and/or agreement.

The data will be processed for as long as the relationships derived from the service and/or contracts established remain in force and will be retained (throughout the statute of limitations derived from said relationships) for the sole purposes of meeting the legal obligations required, and to draw up, exercise or defend claims.

Exercising rights and pursuing claims before the Data Protection Authority

The holder of the personal data may exercise their rights in relation thereto in accordance with the current regulations at any CaixaBank branch, by writing to the post office box address APARTADO DE CORREOS 209-46080 VALENCIA, or by visiting the website www.caixabank.com/ejerciciodederechos.

#### Fifteen. Claims

The CUSTOMER will be able to present claims against the actions of CAIXABANK when it considers that it has suffered an injury with regard its legally recognised interests and rights. The CUSTOMER may use the communication channels with CAIXABANK to lodge any complaints or claims with the CaixaBank Customer Service department.

In order to be able to file a complaint before the CNMV, the CUSTOMER will have had to have previously filed a complaint against this Service.

The CUSTOMER may contact the Customer Service Department (with headquarters in Valencia, at carrer Pintor Sorolla 2-4, postcode 46002 and email address servicio.cliente@lacaixa.es) which must attend to and resolve any complaints or claims submitted by customers of the CAIXABANK Group entities operating in financial markets within two months, in accordance with the CaixaBank Customer Ombudsman Regulations.

These Regulations are available to customers at all CAIXABANK branches and on the CAIXABANK website www.caixabank.es After a resolution by Customer Services or once the two-month period has elapsed without a resolution, complaints may filed before the CNMV (Calle Edison, 4, 28006 Madrid).

# <u>Sixteen. Deposit Guarantee Fund</u>

CAIXABANK is adhered to the Deposit Guarantee Fund (DGF) in compliance with the prevailing legislation on compensation systems for investors. The CUSTOMER will be able to find additional information about the system on the website www.fgd.es.

<u>Seventeen. US Person clause</u> The Discretionary Management service is not available to "US Persons".

The CUSTOMER declares that they are not a "US Person" and undertakes to inform CAIXABANK immediately should they at any time during the term of this Contract acquire this status. This circumstance will be grounds for termination of the Contract, in which case, CAIXABANK will proceed with the reimbursement of the units of the CISs in the portfolio.

For the purposes of this contract, a "US Person" is understood to be the following:

i. Any individual living in the USA, this being understood to mean the United States of America and its territories. We consider a resident to be any person that has one of its addresses in the USA or resides in the USA for a period of more than 3 months.

ii. Any company, community of assets or other type of company set up or organised in accordance with the laws of the USA.

iii. Any property or inheritance of which any of its executors or administrators is a "US Person".

iv. Any trust in which any of the trustees are a "US Person".

v. Any agency or branch of a foreign company located in the USA.

vi. Any "non-discretionary" account or similar (other than an inheritance or trust) held in the name of a Securities Company for the benefit of or payable to a "US Person".

Any "discretionary" or similar account (other than an inheritance or trust) held in the name of a securities company set up or vii. organised in accordance with the laws of the USA, or in the name of residents (in the case of an individual) in the above-mentioned country. Any company, community of assets or another type of company if it is organised or set up subject to the laws of a foreign jurisdiction and is mostly made up by "US Persons" with the aim of investing in securities not registered under the Securities Act of 1933 or in some way of avoiding the legislation of the US Securities Market.

The government of the United States, a State or the District of Columbia (including any agency or political subdivision). viii.

# Eighteen. Sanctions

Neither the CUSTOMER, nor (in the case of legal persons) any director, manager, employee, agent, as well as, any other person acting in its name, is an individual or legal person ("Person"), nor it is held or controlled by Persons, that (a) are included in restrictive laws, regulations, guidelines, resolutions, programmes or measures with regard to international economic-financial sanctions imposed by the United Nations, European Union or any of its member countries, the Kingdom of Spain and/or the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other that may be applicable ("Sanctions"), (ii) are partly or wholly owned or controlled by a Sanctioned Person, (iii) is acting either directly or indirectly for or on behalf of a Person, (iv) is established, located or has its operational or legal head office in a country or territory whose government is subject to Sanctions, and (v) does not have business relations or carry out operations with clients from countries, territories or jurisdictions considered to be risky, or which entail funds being transferred to or from such countries, territories or jurisdictions that are subject to Sanctions.

The CUSTOMER will not directly or indirectly apply the funds originating under this Contractor in any other way put such funds at the disposal, or receive, these funds to or from any subsidiary or Person for the purposes of: (i) financing any activity or business by or with any Person, in any territory or country, who, or whose government, is subject to such Sanctions, at the time of using the funds or product contracted; or (ii) that would result in a breach of such Sanctions by any Person.

# Nineteen. Delegation of management

set forth herein.

CaixaBank has delegated the management of all the Fund Portfolios to CaixaBank Asset Management, S.G.I.I.C, S.A. This delegation of the management does not imply a reduction of CAIXABANK's responsibility, nor does it modify the obligations and relations of CAIXABANK with its CUSTOMERS deriving from the contract.

CAIXABANK ASSET MANAGEMENT, S.G.I.I.C., S.A.U. is an entity belonging to the CaixaBank Group and duly entered in the Administrative Register of the CNMV under no. 15 and authorised by the CNMV to carry out activities relating to Discretionary and Individualised Portfolio Management. CAIXABANK has carried out all the necessary checks to ensure that CAIXABANK AM has the necessary qualification, experience and technical and human resources so that the delegated portfolio management may be performed adequately and at all times in full compliance with the applicable legislation.

## Twenty. Assignment of contractual position

CAIXABANK reserves the right to assign at any time, to any entity in its company group or of the company group to which it belongs (under the terms of article 42 of the Commercial Code) its contractual position in the rights and obligations pertaining to it at any time under this Contract, with no need to obtain the CUSTOMER's consent, where the CUSTOMER hereby grants such irrevocable consent at this time. In any event, the CUSTOMER must be given notice of the assignment prior to its effective date. For the sake of clarification, the CUSTOMER may not assign its contractual position in the rights and obligations under this Contract without the prior, express and written consent of CAIXABANK.

# Twenty-one. Law and jurisdiction

The terms and conditions this Contract will be governed by Spanish law. For all matters deriving from this Contract, the Parties submit to the Courts of the place of residence of the CUSTOMER or any other jurisdiction to which they may be entitled by law.

#### SPECIAL CONDITIONS OF THE MASTER PORTFOLIOS CONTRACT

# - ASSOCIATED ACCOUNTS

Funds file:	EXPCFO	
Cash account:	CTALIQ	

In accordance with the provisions laid out in clause 1.3.c) of the General Terms and Conditions of the Contract and to facilitate the management of the movements of funds deriving from the provision of the Discretionary Management service, CAIXABANK will open a current account for merely accounting purposes in the name of the CUSTOMER with CAIXABANK when the service is contracted, in which the cash movements deriving from the provision of the Discretionary Management service will be detailed (the "Cash Account").

The Cash Account is not a payment or financial service and its only purpose is for the management of the service, therefore it does not admit any debits or credits of any payment operation nor may be associated to any banking service provided by CAIXABANK. The balance does not generate interest in favour of the account holder nor does it incur any maintenance fees.

The Cash Account will be automatically cancelled upon termination of the Contract.

The CUSTOMER will be able to have access to consult the Cash Account if it has contracted the CAIXABANK digital banking service.

### - MINIMUM LIMIT FOR ACCESSING THE SERVICE

The minimum limit for being able to access this Master Funds Portfolio Discretionary Management service is set at six thousand euros (€6,000).

### - INVESTMENT CRITERIA

Below follows the investment criteria that will be applied when managing your portfolio:

# 1) TIME HORIZON

INVESTOR PROFILE	TIME HORIZON
CALM portfolio	Between 1 and 2 years
BALANCED portfolio	Between 2 and 5 years
Growth portfolio	Over 5 years

# 2) INVESTOR PROFILE

Below follows the breakdown of the percentages that will be invested in CISs whose underlying assets correspond to the types described below and which will depend on the CUSTOMER's investor profile. The portfolio carries out a global management limiting the investment in Equity Securities and maximum volatility at:

INVESTOR PROFILE DUE T	INVESTOR PROFILE DUE TO VOLATILITY AND RISK LEVEL OF EQUITY SECURITIES $^1$			
Calm Portfolio Balanced Portfolio Growth Por		Growth Portfolio		
5% Maximum Volatility	10% Maximum Volatility 20% Maximum Volat			
30% Equities	60% Equities	100% Equities		

# 3) ASSET TYPES

In accordance with the commercial profile of the CUSTOMER at CAIXABANK, the investments of the Master Portfolio will be made in:

- Specific classes of units of mutual funds or units of mutual funds managed by CAIXABANK AM exclusively for discretionary management portfolios identified as such in the corresponding informative prospectus of said funds.

The Portfolio will comprise a selection of CIS that comply with certain requirements, weighted according to the investor profile.

The CUSTOMER states that they are aware that investing in mutual funds also implies certain risks. The nature and scope of the risks will depend on the fund type, the investment policy that they are authorised to implement and which are defined in the fund prospectus as well as the assets in which there wealth is invested. Awareness of the investment approach of the fund as well is the composition of the portfolio is essential as this knowledge allows the customer to evaluate the risk taken depending on the financial assets in which the fund invests, whether the investment is made in assets denominated in Euros or other currencies, whether there is a preference for assets in a specific geographic area or economic sector as well is whether the fund invests or not in derivative instruments, as well as other characteristics.

As it is an indirect investment, the returns of the funds depend on the behaviour of the assets invested in. To a certain extent, this prevents the possibility of suffering losses given that the capital is invested in securities whose prices vary depending on the poor performance of the financial markets.

Any change to the CUSTOMER's risk profile, due to the result of a new Suitability Test, will require the signing of a new Contract in which the CUSTOMER is assigned a new investor profile. Requests for new contributions will be prohibited until the CUSTOMER has signed a new Suitability Test with CAIXABANK.

<sup>&</sup>lt;sup>1</sup> The exposure to equities is reported as a medium position reference. It is not a binding reference as in the case of volatility.

# 4) COMPARATIVE INDICATORS OF THE INVESTMENT'S YIELD

So that the CUSTOMER may evaluate the result obtained as a consequence of the management carried out by CAIXABANK, the CUSTOMER is informed that CAIXABANK will use the assessment and comparison method detailed below:

INVESTOR PROFILE	BENCHMARK
CALM portfolio	15% MSCI All Countries World Index EUR [NDEEWPR Index] + 50% Bofa ML 1-10Y Euro Large Cap [EML5 Index] + 35% LECO INDEX
BALANCED portfolio	40% MSCI All Countries World Index EUR [NDEEWPR Index] + 50% Bofa ML 1-10Y Euro Large Cap [EML5 Index] + 10% LECO INDEX
GROWTH portfolio	65% MSCI All Countries World Index EUR [NDEEWPR Index] + 30% Bofa ML 1-10Y Euro Large Cap [EML5 Index] + 5% LECO INDEX

This assessment and comparison method can be reviewed and updated in accordance with the portfolio's investor profile. Should this review take place, the CUSTOMER will be notified via the medium agreed for communications in Clause Thirteen of the General Terms and Conditions of this Contract.

# - EXPRESS AUTHORISATIONS

AUTHORISATION	YES	NO
The CUSTOMER authorises CAIXABANK to carry out purchase, sale, subscription, reimbursement, transfer or exchange transactions of actions and units in CISs managed or marketed by the managers of the CaixaBank Group or marketed by CAIXABANK, which, by themselves or jointly with the positions of the same actions and units already existing in the CUSTOMER's portfolio, represent more than 25% of the total amount of the managed portfolio. For the purposes of this authorisation, the CUSTOMER's managed portfolio will be valued in accordance with the provisions set out in the section "Portfolio valuation rules".	Х	

#### - FEES AND COMMISSIONS APPLICABLE TO THE PORTFOLIO DISCRETIONARY MANAGEMENT SERVICE

# As of 1 January 2022

The CUSTOMER will pay CAIXABANK a fixed management fee for the provision of the discretionary management service in accordance with the following table:

MANAGEMENT FEE
0.75% for portfolios with net contributions lower than €300,000 0.60% for portfolios with net contributions equal to or more than €300,000

The fee will be calculated and applied as follows:

For the purposes of determining the applicable management fee percentage, the net contributions weighted by the proportional part of the year (i.e., contributions less withdrawals, without taking into account the portfolio's variation due to the market) applied to all "Master Portfolio" contracts signed with the identical ownership and irrespective of the Investor profile assigned to each one of them.

The management fee will apply to the average cash value of the managed portfolio. The accrual period ends on 15 December of each year that the contract is in force and if this is not a business day, then the following business day. Settlement will take place during the last 15 days of the month of December.

# Until 31 December 2021

The CUSTOMER will pay CAIXABANK a fee for the provision of the discretionary management service in accordance with the following table:

MANAGEMENT FEE		
0.50% of the cash value of the managed portfolio		
REVALUATION FEE		
8% of portfolio revaluation		

The collection of the fixed management fee the accrual period 01/09 to 15/12 will be made in the last 15 days of the month of December, and the collection of the fixed fee for the accrual period 15/12 to 31/12 and the revaluation fee, should this be applicable, is 25/01/2022

# - Common issues

The amount of the fees and commissions will be increased by VAT or corresponding tax, pursuant to the prevailing legislation at any time.

In the case of the termination of the management contract and if the period to be settled is a period of time shorter than that indicated, the applicable fee will be proportional to the number of days.

The Discretionary Management service does not include brokerage, custody or administration services, or any other different to those that can be provided to the CUSTOMER, therefore, these services will be charged separately. The Mutual Funds in which the portfolio invests also have management and deposit fees. The CUSTOMER will find information on these in the fund prospectus available on the CAIXABANK website (<u>www.CaixaBank.es</u>).

CAIXABANK will collect the fees owed, through the reimbursement of units in any of the CISs, in which the portfolio is invested and in the sufficient amount to cover the amount owed. The CUSTOMER expressly and irrevocably authorises CAIXABANK to reimburse units under the terms indicated in this paragraph. At the request of the CUSTOMER, this may choose to pay these fees were charged against the current account that the CUSTOMER has with CAIXABANK and which is associated to the service.

If, in the latter case, there are insufficient funds in the associated accounts to pay the fees and other costs deriving from this contract or the payment of this was rejected by any of the holders of the associated account, the CUSTOMER expressly and irrevocably authorises CAIXABANK to reimburse units in the terms indicated in the preceding paragraph.

# - PORTFOLIO VALUATION RULES

As the managed portfolio comprises shares or units in CISs, whenever a settlement value is calculated for the day of reference, they will be valued at this settlement value. If on the day of reference no settlement value is calculated, either due to being a non-business day with regard the publication of the settlement value of that CIS, or due to being a different calculation frequency of the settlement value, the last available settlement value will be used.

# SCOPE OF APPLICATION

CaixaBank

The EU Directive 2014/65/EC on markets in financial instruments ("**MiFID II**") establishes that when executing customer's orders, companies providing investment services must take all sufficient steps to obtain the best possible result for their customers ("**Best Execution**"), taking into account different factors.

The Best Execution Policy of CaixaBank Asset Management SGIIC, S.A.U. ("CaixaBank AM" or the "Management Company") applies to the Financial Instruments, just as this term is defined in the MiFID II regulation, within the framework of the discretionary and individualised management of investment portfolios of retail and professional customers, the provision of which has been delegated by CaixaBank, S.A. via subcontracting.

# 1. BEST EXECUTION

The Best Execution will be determined by the relative importance of these factors established below and depend on characteristics of the order to be transmitted to the intermediary for execution, the type of financial instrument and the market on which it is traded. 2.1 THE FACTORS DETERMINING BEST EXECUTION

- The main factors determining Best Execution are described below in order of priority.
  - **Price:** The best possible price of the financial instrument for the customer.
  - Transaction costs: Inherent transaction costs, including explicit costs referring to fees and commissions paid to brokers, and the costs of executing and settling the financial instruments.
  - Liquidity and depth: Sufficient volume of orders at different prices, pricing spreads with consistent variations that significantly reduce the volatility.
  - Execution speed: Capability of rapidly executing transactions, including high-volume transactions.
  - Transaction settlement: Existence of efficient settlement centres and mechanisms to minimise counterparty and operational risk.
  - Reputation and professionalism of the intermediary: Coverage and access to relevant markets, ability to execute orders, agility in processing, incident resolution capability and access to information on the orders executed.
  - Other aspects considered to be relevant for the order such as quality of the execution venues.

In general terms, the Best Execution will be determined by the concept of "Total Consideration", whereby CaixaBank AM undertakes to represent the best interests of the customer and try to obtain the best possible result.

Total Consideration is defined as the sum of the price of the financial instrument in question and the costs or expenses directly related to the execution of the order and incurred by the customer. These expenses include the costs of the execution venue, clearing and settlement, and any other fee and commission paid to third parties in relation to this execution.

In those cases in which the Total Consideration is guaranteed, the Management Company will give greater importance to other distinct factors, such as speed and probability of execution or efficiency in the settlement.

# 2.2. FINANCIAL INTERMEDIARIES AND EXECUTION VENUES

When selecting financial intermediaries, the Management Company will prioritise the **price** factor along with the total **transactional costs** (Total Consideration), it being reasonably understood that the best possible price for the customer will be obtained by recurring to those intermediaries that operate at execution venues that offer a higher degree of liquidity and depth (according to the average daily trading volumes).

CaixaBank AM will select the financial intermediaries providing the best coverage and access to relevant execution venues, which allows it to consistently comply with the Best Execution Policy and obtain the best possible result for customers, based on the factors indicated above.

In the particular case of units and/or shares in Collective Investment Schemes (CIS), there is no execution venue as such, but rather the management company of the CIS object of the investment is responsible for executing the requested subscriptions (purchases) and reimbursements (sales). The price corresponds to the net asset value (NAV), calculated and published by the management entity itself in accordance with the prevailing legislation, and the costs relating to the execution, if any, are expressly detailed in the informative prospectus (subscription or reimbursement fees). The investment decisions concerning CISs will be transferred for their execution on the most beneficial class for the customer in terms of fees, depending on the volume of the transaction to be performed and the minimum amounts and other requirements necessary in the prospectus for each class.

At least once a year, or whenever there is a change in circumstances that impedes the fulfilment of the established selection factors or criteria, CaixaBank AM will review the financial intermediaries used up to that date, duly ensuring the fulfilment of the Best Execution Policy in the transmission of the investment decisions adopted within the framework of the provision of the portfolio discretionary management service.

# 3. GROUPING AND MANAGEMENT OF ORDERS TO BE TRANSMITTED TO INTERMEDIARIES

When CaixaBank AM transmits orders to the financial intermediaries deriving from the investment decisions adopted for the discretionary management portfolios, it will ensure that they comply with the following requirements:

- Identify the holder of the portfolio, in accordance with the requirements stipulated in the prevailing legislation.
- The investment decision must be adopted before transmitting the order to the financial intermediary and, therefore, before knowing the outcome of the transaction ("pre-allocation").

Under no circumstances will the Management Company perform internal transactions between the portfolios of customers of the portfolio discretionary management service and will at all times channel them through the financial intermediaries selected in accordance with the provisions set forth in the Best Execution Policy.

In the event of adopting investment decisions that affect several portfolios and a global order is transmitted to the financial intermediary in benefit of the customers, the Management Company, in addition to the pre-allocation, has objective and preestablished criteria for the distribution or breakdown of the results of the execution between the portfolios involved, which guarantees their equal treatment and non-discrimination:

- If the financial intermediary fully executes the global order in a single act at the same market price, the result will be proportionally allocated to each one of the portfolios at said execution price.
- If the financial intermediary executes the global order in tranches over successive moments of time at different execution prices, the result will be allocated proportionally to each one of the portfolios at the resulting average price.

#### 4. COMMUNICATION AND UPDATE OF THE BEST EXECUTION POLICY

The customers of the discretionary and individualised portfolio management service will have access to the complete and updated version of the

Best Execution Policy on the public website of the Management Company (<u>www.caixabankassetmanagement.com</u>).

The CaixaBank Best Execution Policy is updated and/or amended, at least once a year, or in the event of circumstances recommending its extraordinary review, such as the existence of opportunities for improvement in the selection of financial intermediaries, the inclusion or modification of internal procedures or legal and regulatory amendments affecting the policy.

CaixaBank AM will provide its customers with adequate information on any significant amendment to the Best Execution Policy through the previously mentioned website.



# MASTER FUNDS PORTFOLIO DISCRETIONARY MANAGEMENT SERVICE

## Costs and associated expenses

Below follows an estimation of the envisaged costs and expenses for contracting this service. The calculation is carried out on the basis of the hypothetical investment of between €100,000 and €300,000 euros respectively, with an investment period of one year. This estimate does not include the costs of the possible instruments that could make up the managed portfolio and the fluctuations of which on the performance of their value would affect the value of the investment and, therefore, those fees that are calculated based on the cash value.

The first column includes the costs and expenses estimated on the cash amount, and the second the percentage of the total invested distinguishing between recurring expenses (those that are made periodically and are associated to the annual maintenance of the investment) and non-recurring expenses (those that are sporadic, as a result of a specific operation, such as the subscription fee).

Item		Costs and expenses per transaction (Example for a portfolio with an average of cash value of €100,000}	
Costs of the services and auxiliary services provided by CaixaBank	€750	0.75%	
Recurring costs	€750	0.75%	
Non-recurring costs	€0	0%	
Payments from third-parties received by CaixaBank	€0	0%	
Product costs (*)	(*)	(*)	
Recurring costs	(*)	(*)	
Non-recurring costs	(*)	(*)	
TOTAL COSTS AND EXPENSES PER OPERATION	€750	0.75%	

Item		Costs and expenses per transaction (Example for a portfolio with an average of cash value of €300,000}		
Costs of the services and auxiliary services provided by CaixaBank	1,800 EUR	0.60 %		
Recurring costs	1,800 EUR	0.60 %		
Non-recurring costs	€0	0%		
Payments from third-parties received by CaixaBank	€0	0%		
Product costs (*)	(*)	(*)		
Recurring costs	(*)	(*)		
Non-recurring costs	(*)	(*)		
TOTAL COSTS AND EXPENSES PER OPERATION	1,800 EUR	0.60 %		

(\*) The costs and expenses corresponding to the products that make up the managed portfolio have not been estimated as it is not possible to know whether they will be incurred beforehand and the difficulty in making reasonable estimates.

#### Additional costs and expenses

CaixaBank will not receive or accept fees, commissions or other monetary benefits paid or provided by a third party in relation to the provision of the Discretionary Management service. Nonetheless, and by way of exception to the above, CaixaBank will transfer to the customer fees, commissions or monetary benefits received in relation to the provision of the service, subject to the corresponding tax withholdings applicable at any time.

In the case of financial instruments in a currency other than the Euro, if necessary to apply an exchange rate, CaixaBank could include in the exchange rate applied in the operation a maximum implicit margin of 2.3% charged for the currency exchange service.

# Impact of the costs on the return of the Managed Portfolio

The estimated costs and expenses represent an impact of -0.75% for portfolios with net contributions below €100,000 and -0.60% for portfolios with net contributions equal to or greater than €300,000 over the gross annual return of the managed portfolio. It is expected that the costs and expenses that make up this total impact accrue in a recurring manner during the life of the managed portfolio. CaixaBank hereby informs you that the data communicated is merely for information purposes and the real costs and expenses as sociated to its operation may be subject to the effects of the market or any other type of unexpected circumstance beyond the control of CaixaBank which could affect the above-mentioned amounts. In no event do past returns guarantee future gains.

CaixaBank holds detailed information on the aforementioned costs and charges, which is available upon request at any CaixaBank branch.