

**SPECIFIC GENERAL TERMS AND CONDITIONS FOR THE "IMAGIN CURRENT ACCOUNT"****1. SERVICE PROVIDER**

The service provider for the "imagin Current Account" is CaixaBank, S.A., (CaixaBank), an institution that renders financial services, with Tax Identification Code (NIF) A-08663619 and recorded in the Special Administrative Registry of the Bank of Spain with number 2100. The institution is supervised by the Bank of Spain (Calle Alcalá, 48, 28014 Madrid).

**2. WHAT IS THE "IMAGIN CURRENT ACCOUNT"?**

The "imagin Current Account" is a sight cash deposit account, in which we undertake to KEEP your funds and immediately REIMBURSE them and to render PAYMENT SERVICES or other SUPPLEMENTARY services to you, providing the stipulated conditions are met for such purpose.

**3. WHAT PAYMENT SERVICES DOES THE "IMAGIN CURRENT ACCOUNT" OFFER TO YOU?**

The main payment services offered by the "imagin Current Account" are the following: (I) **PAYMENT TRANSACTIONS** that you can make as the ORDERING PARTY or a third party as the BENEFICIARY, consisting of transferring or withdrawing funds from your deposit account and (II) **PAYMENT ORDERS**, which are the instructions you give to execute payment transactions. The payment services included with the deposit account are as follows: a) cash payments and withdrawals; b) transfers of funds; c) payments or charges for other payment orders carried out by third parties, such as payments or transfers of funds or charges for direct debits.

**E-SIGNATURE FOR ORDERS AND REQUESTS USING IMAGIN.** In order to authorise requests, orders or other transactions you wish to carry out and that require it, you must enter the signature code we ask for. This signature code consists of variable sets of numbers that you receive on your cell phone that you have set as your main one in your imaginBank profile.

The user name, access code and signature code assigned to you, as well as other electronic data generated or associated with them, will be used as a way of identifying you and will be considered your E-SIGNATURE for all purposes. This kind of signature for the data included in the electronic documents generated will have the same value as a handwritten signature for data provided on hard copy.

**4. HOW TO USE THE "IMAGIN CURRENT ACCOUNT"****Access to the "IMAGIN CURRENT ACCOUNT"**

You can access this through the "imagin On-Line Banking" service and the CaixaBank ATM network. You can also withdraw cash and make queries about the balance in your "imagin Current Account" in ATMs of other financial institutions that belong to the payment systems with which we have entered into collaboration agreements, such as SERVIRED, EURO 6000 or 4B.

**Consent to execute the payment services**

In order to authorise the execution of payment transactions, you must grant your consent by:

- (i) through *Linea Abierta*: by entering your e-signature for the on-line banking service provided or else the signature code (PIN) for the debit card that will be associated with your account,
- (ii) through the imagin On-Line Banking service: by entering your signature code and, if need be, other generated or associated electronic data that you will receive on your cell phone.

**Available balance for executing transactions and/or payment orders**

In order to be able to render the payment services to you charged to the deposit account, there must always be a sufficient balance in this account for such purpose; otherwise we will be unable to render these services.

**What interest and assessment rules will we be applicable to your balances?**

The balances in your favour will generate interest according to the interest rate and formula specified in the special terms and conditions. For the purpose of calculating this interest, the value date of the payments made into the account will not be later than the business day when the amount of the transaction is received and the value date of the charges will not be before the time that the transaction is recorded. The value date of the amount paid corresponding to documents used to manage the payments received will be the date that these are effectively and firmly received.

**5. COMMON TERMS AND CONDITIONS APPLICABLE TO PAYMENT TRANSACTIONS****A sole identification code (IBAN) must be used for payment transactions**

The IBAN specified in the special terms and conditions of this agreement is the sole identification code that you must provide so that you can execute payment transactions or orders. If they are payment orders you have made, charged to your account, you must provide the IBAN of the account or the beneficiary's account.

**When will the payment orders be considered received?**

The time considered that a payment order is received is when we have effectively received it and once you have notified your consent by means of any of the procedures specified in this agreement. If the order is received on a day that is not a business day, the payment order will be considered received on the following business day.

**How long will it take to execute the payment orders?**

Payment orders in Euros will be paid into the beneficiary's account on the following business day after they are received. When the beneficiary is located in another country in the European Union, the payment will be considered as made four (4) calendar days thereafter. If the beneficiary is located in a country that does not belong to the European Union, the terms for execution will be those stipulated on a case-by-case basis, which we will provide to you when issuing the order.

**Cases when we will refuse payment orders**

We will not execute payment orders in the following cases: (i) When the IBAN provided for executing the order is erroneous or incomplete; (ii) when your account is affected by any circumstance that prevents or limits the availability of its balance, such as seizures, bankruptcy or others of a similar nature; (iii) when you have not complied with the client acceptance and executing transactions policy or you do not duly fulfil the regulations for prevention of money laundering or terrorist financing in force from time to time. You should bear in mind that we may charge the expenses incurred for sending the notice of refusal to you.

**Can you revoke or cancel a payment order?**

Once the payment order or your consent for it to be executed has been sent to the beneficiary, the payment order cannot be cancelled; although you may exercise your right to a refund specified in this agreement. However, when a payment order must be received on a previously agreed date, you may cancel such order before the business day prior to the specified date for reception. You may also be charged for the expenses that may be incurred to cancel the order.

**Can you obtain a refund of payment orders?**

Regarding authorised payment orders charged to your account, you will be entitled to a refund, even if they have already been executed, providing the following conditions are met: a) the direct debit or authorisation to charge the amount you have given us does not specify the exact amount of the transaction and b) the amount of the payment order exceeds what could be expected, taking into account your previous spending patterns, the conditions in this agreement and the relevant circumstances of the case. At our request, you must provide factual data referring to such conditions.

For direct debit orders, you may unconditionally request a refund of the transaction within a maximum term of eight (8) weeks, counted from the date of the charge in your deposit account, even when the aforementioned conditions have not been met.

**What happens if you submit an incorrect Unique Identifier?**

If you submit an incorrect Unique Identifier to us, we shall not be responsible for the correct processing of the transaction nor the damages you may be caused by the execution thereof. Any additional information you submit to us along with the Unique Identifier (such as the beneficiary's identity or a reference) shall not be considered as an instruction for executing the payment transaction and under no circumstances will it be reviewed. Such additional information shall be deemed as being addressed solely to the beneficiary of the transaction.

All the foregoing notwithstanding the fact that we will make every reasonable effort to recover the funds of the payment transaction.

**The expenses incurred for the payment transactions can be deducted from the amounts received**

As the beneficiary, when you receive a payment transaction (e.g. transfers in your favour) we can deduct the fees and expenses that, if any, are incurred for rendering such service from its amount.

#### **6. APPLICATION OF THE EXCHANGE RATE TO PAYMENT SERVICES IN OTHER CURRENCIES**

The currency of the "imagin Current Account" and the payment services rendered, within the scope thereof, shall be deemed as Euros. When we accept to render services to you that imply a change in currency, the execution of these services will begin as of the business day after the date when it is possible to exchange the foreign currency you have requested into Euros. In these cases, the exchange rate we apply to the conversion of foreign currency will be the one corresponding to the trading price of the foreign currency subject to conversion on the Foreign Currency Market at the time the transaction is executed, plus or minus a percentage specified in the Annex, for the conversion of the foreign currency into Euros or for the conversion of Euros into foreign currency, respectively. The exchange rates will always be available to you in real time on the website of CaixaBank [https://portal.lacaixa.es/apl/divisas/index\\_es.html](https://portal.lacaixa.es/apl/divisas/index_es.html)

#### **7. UNPLANNED OVERDRAFTS: EXECUTION OF PAYMENT ORDERS WHEN THERE IS AN INSUFFICIENT BALANCE IN YOUR ACCOUNT**

Although we are not obliged to handle payment orders if there is not a sufficient balance in your deposit account, we may allow a charge to be made that could result in the account being overdrawn, but you must immediately remedy this situation, with no need for us to make any prior order whatsoever in this respect. When this occurs, we may charge the following, with the regularity and criteria specified in the special terms and conditions of this agreement:

- a) The price for the service to enter the overdraft, calculated based on the highest recorded overdraft since the date of the last assessment
- b) Overdraft interest, which will be calculated on the daily balance and using a commercial year of 360 days (daily overdrawn balance x annual nominal rate / (360 x 100) and will be payable and assessed on a day-to-day basis, unless a different assessment period is agreed in the special terms and conditions. The applicable nominal rate is specified in the special terms and conditions.

The amount of both items will be charged to your deposit account, even if it is overdrawn, and will be capitalised with the balance if it continues to show a negative balance, increasing the basis for future amounts payable for the same items.

#### **8. WHAT OBLIGATIONS DOES EACH PARTY UNDERTAKE?**

**The Bank's obligations are as follows:**

- a. To execute all the payment orders or requests for services you send to us within the scope of this agreement, providing you have given us the required data in each case and that you fulfil the other stipulated terms and conditions.
- b. If you claim you have not executed a payment order or you consider that it has been incorrectly executed, we must prove that the transaction was authenticated, accurately recorded and accounted and that there was no technical failure or other deficiency.
- c. We will provide you with a username and the codes required so that you can access the products and services that are included and we will ensure that they are kept secure and confidential

**Your obligations, as the holder, are as follows:**

- a. You must keep the user name, code, PIN or other security elements we have provided to you secret, using and keeping them with due care, avoiding that unauthorised parties could obtain them and ensuring that they cannot be easily guessed from your personal data or others that are easily accessible, such as your date of birth, phone number, sequential numbers, etc. and you must take the required precautions to prevent the card or other physical or material elements we provide to you from being stolen, mislaid, falsified or lost.
- b. You must immediately inform us of the following circumstances, with no unjustified delay, by calling us on 900.21 1.21 1 (or + 34.935.917.950 if you are calling from abroad): (ii) the loss of the PIN, codes or any other security element or other persons obtaining them against your will (iii) any unauthorised payment transaction carried out or any that have been carried out incorrectly. The maximum term for sending this notification is 13 months counted from the date of payment or charge of the transaction.
- c. Whenever necessary, you must provide proof to us of the data or documentation we require to check the correct use of the services and to confirm, even in writing, the transactions for which we need your personal information, or for your express confirmation that we need as a precautionary measure or for confirmation to protect the confidentiality and security of the system.
- d. You must legitimately and suitably use the usernames, codes and payment instruments and abstain from using them for fraudulent purposes, whether deliberately or by serious negligence, reproducing or altering them, and they must be duly returned when our contractual relationship is terminated.
- e. Since the services we render to you are for your exclusive personal and confidential use; you may not disclose them in any manner to a third party or allow the latter to include or extract the information or data for any commercial or professional use or for any other purpose, unless we have expressly granted our consent. In particular, it is considered prohibited for you to assign the use to third parties of the on-line banking service, the user names, access codes, signature or any other personalised security elements we have provided.

#### **9. WHAT ARE THE RESPONSIBILITIES OF EACH PARTY?**

Each party shall be held liable for any breach of the obligations undertaken by virtue of this document and shall pay compensation to the other party for any damages caused due to such breach. Notwithstanding this general liability, the following responsibilities are also undertaken:

**The Bank's liability for not executing or incorrectly executing payment orders**

- a. When we fail to execute any of your orders, when we are obliged to do so, we will immediately repeat the transaction and, if need be, we will be held liable solely up to the amount of the order that was not executed.
- b. If we incorrectly execute a payment order i.e. by not fulfilling any of the instructions we receive from you, we will re-establish the account as it was before such execution.
- c. If payment orders are charged without your consent, we undertake to immediately reimburse the amount of them and re-establish the account as it was before such transaction was carried out.
- d. Even if we are not responsible for the incorrect execution of an order or for an unauthorised order, we will carry out all the procedures that are reasonably possible with the beneficiary of the order or with the service provider to find out the status of the transaction and endeavour to recover the funds.

**Liability for loss, theft or fraudulent tampering with your card, codes or other security elements provided to you and for access by unauthorised third parties to your personal data.**

- a. From the time you notify us of the loss or theft of your codes, signature or other security elements, you will not be held liable in any way for the transactions that could be carried out using the "imagin On-Line Banking" service,
- b. You will not be held liable for any transactions carried out with your card or through your "imagin On-Line Banking" service, if it is accredited that the card or user codes, signature or other security elements have been tampered with, replicated or decrypted by third parties without your knowledge
- c. We accept liability for any omissions, errors, loss of information, violation of confidentiality and/or unauthorised access to your personal information or data providing you have fulfilled your duties for keeping them secure and confidential.

**Limits and exclusions from liability of CaixaBank and CaixaBank Payments & Consumer**

a. Neither CaixaBank nor CaixaBank Payments & Consumer will be held liable for breaching our obligations when exceptional and unexpected situations arise that are beyond our control, the consequences of which were unavoidable in spite of all our efforts to prevent them or, when applicable, such circumstances arise due to fulfilling our legal duties or obligations. In these cases, we undertake to immediately inform you that such situations have arisen and their impact on rendering services, so that you

can prevent or at least mitigate the damages that could be caused to you. The technical support phone line is **900.211.211** where we will be available to deal with your queries and incidents related to the services and through which we can assist you.

Under no circumstances will we be responsible for refunding the amount of unauthorised or incorrectly executed payment orders when fraudulent conduct is involved or you have deliberately or seriously negligently breached your obligations, in particular the ones related to the confidentiality and safekeeping of your card, codes and other security elements.

#### **10. ARE YOUR DEPOSITS GUARANTEED?**

CaixaBank is a member of the Deposit Guarantee Fund (C/ Jose Ortega y Gasset, 22 - 5ª planta, 28006 Madrid; phone: +34 91 431 66 45; email address: fogade@fgd.es; website: www.fgd.es) and the amount guaranteed is €100,000 per depositor in each credit institution. The outstanding debts of the contracting party with the credit institution will be taken into account to calculate the reimbursable amount.

#### **11. AGREED COMPENSATION: WE CAN OFFSET YOUR CREDIT BALANCES WITH ANY UNPAID DEBT YOU MAY HAVE**

You irrevocably authorise us to offset the amount of any ordinary or advance obligation due but unpaid that you owe to us, as the main payer or as guarantor, with the rights you hold with us in any other cash sight, term deposit account or securities account that you may hold solely or jointly with other persons. In the case of various joint and several holders, the compensation may be used to cover the whole balance in the deposit account.

In the case of term deposit accounts, the balance thereof will be considered due and payable for the purpose of offsetting. Similarly, such authorisation includes the sale or realisation of any securities that you may hold in any deposit account or file in CaixaBank; the offsetting will be carried out by deducting the amount from the result obtained with this.

#### **12. PERSONAL DATA PROCESSING**

##### **Party responsible for the data processing**

CaixaBank, S.A. ("CaixaBank"), with Tax ID A-08663619 and registered address at Calle Pintor Sorolla, 2-4 Valencia.

**Contact details of the Data Protection Representative:** www.CaixaBank.com/delegadoprotecciondedatos

##### **Purposes of the data processing**

###### Data processing for contractual, legal and anti-fraud purposes

The details requested are needed to sign up for the product or service in question, and they will be processed for this purpose. They will also be processed in order to comply with regulatory obligations, to prevent fraud and to guarantee the security both of your data and of our networks and systems.

###### Data processing for commercial purposes

(i) On the basis of a legitimate interest (knowledge of the client, to update and send information about products and services that are similar to those you have already taken out, according to the information generated by the products and services themselves). You may exercise your right of objection in accordance with the section on **Exercising rights**.

(ii) On the basis of your consent (in accordance with the authorisations you have given us at any given time). You can view and manage your authorisations in your branch or through the Linea Abierta online banking service.

##### **Communication of data**

The data may be passed on to public authorities for the purposes of complying with a legal obligation, as well as to suppliers of services and to third parties where necessary to handle and carry out the contract process.

##### **Communication of data to the Bank of Spain's Risk Information Centre**

The contracting party is hereby informed that CaixaBank, S.A. is required to declare to the Bank of Spain Credit Reporting Agency (CIRBE) the data necessary to identify the persons with whom credit risks are either directly or indirectly held, as well as the characteristics of these persons and risks, particularly those related to their amount and recoverability. In the case of individual business owners carrying out their business activity, this condition will be recorded. CaixaBank, S.A. is also entitled to obtain reports from the CIRBE on any credit risks you hold that are registered therein. The holder of the risk declared to the CIRBE may exercise their rights of access, correction and deletion in the terms set out in the law, by writing to the Bank of Spain at the address Banco de Espana, Calle Alcalá, 50, 28014-Madrid. In the event that the risk holder is a legal entity, they may also exercise these rights by contacting the reporting entity.

##### **Communication of data to authorities or public institutions of other countries**

They are also informed that credit institutions and other payment service providers, as well as payment systems and providers of related technology services to which the data is transmitted in order to carry out transactions, may be obliged by the law of the State where they are located or by agreements drawn up by that State to provide information on these transactions to the authorities or public institutions of other countries, both within and outside the European Union, as part of the fight against terrorist financing and serious organised crime and the prevention of money laundering.

##### **Third-party data processing.**

Any third-party personal data which CaixaBank receives from the contracting party for the purpose of carrying out the requested banking services will be processed solely and exclusively for these purposes and will not be provided to any third parties, except for where the nature of the service necessarily requires it, in which case the use of the data will be limited to the aforementioned purpose. CaixaBank will keep such data confidential and will apply the security measures that are legally required.

##### **Data retention period**

The data will be processed for as long as the authorisations for use that have been given, or the contractual relationships established, remain in force. In accordance with data protection regulations, this data will be kept (during the limitation period of the actions derived from the contractual relationships in place) solely for the purposes of complying with the legal obligations that CaixaBank is required to meet, and for the purposes of preparing, exercising or defending complaints.

##### **Exercising rights and filing complaints through the Data Protection Authority**

The holder of the data may exercise their rights in relation to their personal data (access, portability, revocation of consent, correction, objection, limitation and deletion) in accordance with the current regulations by visiting any CaixaBank branch, by writing to the post office box address APARTAT DE CORREUS 209 de 46080 VALENCIA, by visiting the website address www.CaixaBank.com/ejercicioderechos, or through their online banking service.

They may also file complaints related to the processing of their personal data with the Spanish Data Protection Authority (www.agpd.es). **Communication of data to records relating to the fulfilment or non-fulfilment of financial obligations**

The parties to this agreement are duly informed that in the event of failure to pay any of the obligations established herein, data on such debt may be reported to monetary obligation compliance records.

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### **OTHER GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES**

#### **1. HOLDER**

The agreement includes one sole holder. Unless expressly stipulated otherwise in the specific general terms and conditions for the product or service, you may not authorise or appoint any third parties to exercise the rights or fulfil the duties related to the contracted products or services in your name.

#### **2. HOW DO WE COMMUNICATE?**

The inbox for the "imagin On-Line Banking" service and the ATMs of CaixaBank are the agreed means of communication for sending and receiving information and notifications. We will inform you through these means about all the issues that affect the contracted services. The information and notifications will be deemed as received from the time we make them available to you. You may consult such notifications as often as you wish and obtain a hard copy of any of them.

For any query or request you would like to make, you can contact us by calling 900.21 1.21 1. We also undertake to keep this phone line operational and available for you seven (7) days a week, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

You can also contact us through / Twitter: @imaginResponde / Whatsapp: 606 428 673.

### 3. NOTIFICATION OF PROPOSALS TO CHANGE THE TERMS AND CONDITIONS

We will send you any proposals to change the terms and conditions with two (2) months' prior notice before they will be applicable. If the proposal is advantageous for you or if it is a modification due to a fluctuation in the interest rates or a change in reference rate stated in this agreement, we will immediately apply them with no need to provide you with any prior notice. If you disagree with the proposed change, you may oppose it and terminate the agreement at no additional cost.

### 4. E-SIGNATURE FOR ORDERS AND REQUESTS

Unless expressly stipulated otherwise in the specific general terms and conditions for a product or service, in order to authorise the requests, orders or other transactions you carry out and for which this may be required, you must enter the signature code we request from you. Such signature code will consist of a variable number that you will receive on the cell phone that you have provided as your main one in your imaginBank profile.

The user name, access code and signature code assigned to you, as well as other electronic data generated or associated with them, will be used as a way of identifying you and will be considered your E-SIGNATURE for all purposes. This kind of signature for the data included in the electronic documents generated will have the same value as a handwritten signature for data provided on hard copy.

### 5. TERM OF THE AGREEMENT

The term of this agreement is indefinite.

### 6. HOW CAN THE SERVICES BE CANCELLED?

The services provided can be cancelled by either of the parties with no need to give any reason or cause.

If the cancellation of the services is on our initiative, we will notify you with at least two (2) months' prior notice before the date when such termination will come into force. If the termination is at your discretion, one (1) month's prior notice is sufficient and you must notify this decision by using the form available in the "imagin On-Line Banking" service. In all cases: (i) you must return all the elements and devices we may have provided to you and pay the proportional part of the expenses and fees you owe (ii) If you have paid any amount in advance, we will immediately refund the relevant proportional part.

Cancellation due to breach of our respective obligations will imply the whole debt owed by each party to the other becoming immediately due and payable.

### 7. HOW TO WITHDRAW FROM THE AGREEMENT

If you have entered into this agreement through "imagin On-Line Banking", you may cancel it within a term of fourteen (14) calendar days, counted from the date on which you sign up for the products or services by using the "cancel contracted products" form available in your "imagin On-Line Banking" service. The agreement will become null and void and you must pay the fees, expenses or interest owed for the services we have rendered to you up to such time. We will reimburse any amount we have received in advance for the services provided within a maximum term of thirty (30) calendar days counted from the date of cancellation.

### 8. CASES IN WHICH WE CAN SUSPEND ACCESS TO THE SERVICES

We will not execute payment orders and/or we will suspend or refuse access to any of the products and services provided, with no need for any prior notice, in the following cases: (i) When we have reasonable doubts about your identity or if there is a suspected irregularity in the use of the services (ii) if the stipulated limits are infringed according to applicable laws or the rules and uses that we stipulate from time to time or that are imposed by the competent authorities by fulfilling applicable regulations (iii) you incorrectly use them or for purposes other than those specified in this agreement (iv) if the security of the service in question could have been compromised. If this takes place in order to make improvements, we will notify you with reasonable prior notice.

### 9. PRICE FOR THE AGREEMENT

The prices for the services are listed in the **Special Terms and Conditions** of this agreement or in the **Specific General terms and Conditions** for the contracted Product or Service, that will prevail over those stated in the **ANNEX** of prices, which will only be applicable to the services not expressly included in the **special terms and conditions** or if you access the services by visiting a branch in the CaixaBank network. The agreed prices do not include the fees payable and the expenses charged for rendering other services not included within the scope of this agreement. Only the expenses for notices or other services will be charged when legally allowed. In particular, the following may be charged: (i) expenses for notices, if you request further information and we are not legally under obligation to send it, or information is provided through means of communication other than those specified in this agreement and unless specified otherwise, the amount of the expenses for notices will be calculated according to the rates charged by the Spanish postal service "Correos" in force from time to time.

**10. WHERE CAN YOU SEND YOUR COMPLAINTS AND CLAIMS?** You can send your complaints or claims to **CaixaBank's Customer Support Department, at Carrer Pintor Sorolla, 2-4, 46002-Valencia**. When two (2) months have elapsed, counted from the date the claim is filed, and no decision has been adopted, admission of the claim is refused or it is dismissed, the complaint or claim may be filed with the **Claims Department of the Bank of Spain, at Calle Alcalá, 50, 28014 Madrid**.

### 11. DISCLOSING DATA AND INFORMATION TO THIRD PARTIES

**Can we report your data to the RISK INFORMATION CENTRE OF THE BANK OF SPAIN (CIRBE)?**

We must report the required data to identify the persons with whom they have a direct or indirect credit risk and the characteristics of such persons and risks to the Risk Information Centre of the Bank of Spain (with initials in Spanish "CIRBE"), in particular any risks that affect the amount and reimbursement of these credits. Similarly, we also hereby inform you of CaixaBank's right to obtain reports from the CIRBE about the risks that could be registered in your name. As the holder of a risk reported to the CIRBE, you may exercise your rights to access, rectify and cancel the data, according to the terms legally stipulated, by sending a letter to the Bank of Spain, at Calle Alcalá, 50, 28014, Madrid

**We may provide information about the transactions carried out to the authorities or official bodies in other countries**

The credit institutions and other payment service providers, payment systems and related technological service providers to which data are sent in order to carry out the transactions may be obliged by the laws of the State where they are located or due to agreements entered into therewith to provide information about the transactions to the authorities or official bodies in other countries located both in or outside the European Union in order to prevent terrorist financing and serious kinds of organised crime and for the prevention of money laundering.

**We may provide your data to credit rating registries**

In the case of any default in the commitments undertaken by virtue of this agreement, the data related to the debt may be notified to credit rating registries.

### 12. FOR YOUR OWN SECURITY, YOU HEREBY AUTHORISE US TO RECORD THE COMMUNICATIONS BETWEEN US

You hereby authorise us to record the communications between us related to the transactions governed by this agreement and such recordings may be used as evidence in any legal proceedings that may be filed.

### 13. WE MAY ASSIGN THE AGREEMENT AND THE RELATED RIGHTS AND/OR OBLIGATIONS

CaixaBank reserves the right to partially or fully assign the rights and obligations related to the products and services provided. We will notify you of this through the agreed means of communication with at least one (1) month's prior notice. When the assignment of all the rights and obligations of this agreement is not due to a merger, spin-off, overall assignment of assets and liabilities or other similar transaction for structural modification, you may oppose such assignment by notifying this within the specified prior notice period and, in such case, the agreement will be immediately terminated.

#### **14. POLICIES FOR SANCTIONS, PREVENTION OF MONEY LAUNDERING AND THE FIGHT AGAINST FRAUD**

##### **Policy for sanctions**

We have adopted very strict policies regarding international economic and financial sanctions, prevention of money laundering and terrorist financing, the fight against fraud or any other kinds of criminal activities, in order to take a firm position of collaboration to maintain the integrity and security of the financial system. Therefore, from the time the business relationship with us is entered into, you must undertake to actively collaborate in applying such policies and accept that failure to collaborate could lead to the suspension or cancellation of the products and services provided.

In order to fulfil the sanctions policy, you expressly state the following:

- Neither you, nor any director, executive, employee, agent, or any other person acting in your name, is a natural or legal person held or controlled by the following:
  - ◆ Persons referred to in the laws, regulations, guidelines, judgements, programmes or restrictive measures regarding international economic-financial sanctions imposed by the United Nations, the European Union or any of its Member States, the Kingdom of Spain and/or the U.S. Department of the Treasury's Office of Foreign Assets Control (hereinafter referred to as "OFAC")
  - ◆ Persons held or controlled by a Sanctioned Person,
  - ◆ Persons directly or indirectly acting for or on behalf of a Sanctioned Person,
  - ◆ Persons incorporated, located or that have their operational headquarters or are resident in a country or territory that, or the government of which, is recorded as subject to sanctions, including but not limited thereto North Korea, Iran, Syria, Sudan and South Sudan, etc. and
  - ◆ Persons that have a business relationship or carry out transactions with customers in risk countries, territories or jurisdictions, or that imply funds being transferred from or to such countries, territories or jurisdictions subject to OFAC sanctions.
- You will not directly or indirectly send to or receive from, nor in any other manner make available to, any subsidiary or Person (among those referred to in the previous point) the funds related to this agreement, in order to:
  - ◆ Finance any activity or business from or with a Sanctioned Person in any territory or country that, when using the funds or product provided, is subject to OFAC sanctions, or
  - ◆ In any other way lead to a breach of the Sanctions by any Person
  - ◆ You acknowledge and accept that we are entitled, as service providers, to refuse transactions and even immediately terminate the business relationship whenever the circumstances stated in this section change or vary in any manner and/or we are unable to guarantee that the sanctions policy is being applied, applicable law is being fulfilled or even that the requirements are met as recommended by the various national or international bodies with which we have decided to collaborate for these purposes

##### **Policies for prevention of money laundering and terrorist financing. The fight against fraud**

In order to fulfil the policies for prevention of money laundering and terrorist financing, the fight against fraud or other kinds of criminal activities, you hereby undertake the following:

- To actively collaborate with us to apply and fulfil the due diligence measures specified in the regulations governing prevention of money laundering and terrorist financing, and
- To provide us with all the information and/or documentation deemed necessary thereby during the business relationship for the purposes stated in the previous section

#### **15. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**

It is prohibited to reproduce or use our trade names, trade marks, domain names or other distinctive signs, to distribute or assign them to third parties, publish, convert and decompile, carry out reverse engineering or associate such pages or their contents or services with aggregated pages or services or any others belonging to third parties regarding the technological platforms, systems and IT programs, databases, graphic designs and the contents of our portal, our applications or websites.

#### **16. APPLICABLE LAW AND JURISDICTION**

This agreement will be governed by Spanish law and the Spanish courts will be competent.

We attach an Appendix showing charges for other services at the date the contract was signed.

In witness whereof, the parties agree with the previous special terms and conditions, general common and specific terms and conditions and the rest of the contents of this Agreement, they therefore sign it in the place and on the date stated, for one sole purpose.

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Place and date

**Signatories: signature/electronic signature**

## APPENDIX ON PAYMENT SERVICES SUBJECT TO THE DEPOSIT AND OTHER COMPLEMENTARY SERVICES

### A. DESCRIPTION OF CERTAIN PAYMENT SERVICES SUBJECT TO THE DEPOSIT

**Cash count.** At the request of the Account holder, CaixaBank shall carry out the complementary services of cash count, coin packaging or similar, which are not included in teller services.

**Transfers.** At the request of the account holder, CaixaBank will withdraw funds from the deposit account and transfer them to another demand deposit designated by the account holder held with CaixaBank or a different entity located in Spain, a European Union country, or another country.

The account holder is expressly advised that the transfer will be understood to have been correctly executed even if the IBAN specified does not correspond to a bank account belonging to the payee indicated in the transfer order.

**Standing orders.** If required, CaixaBank will make a number of transfers to the same deposit account at intervals specified by the account holder. If insufficient balance is available in the deposit account at any of the dates scheduled for the execution of the transfer, the service will not be provided until the account holder provides the necessary additional funding. When the day for the execution of a transfer is not a business day, the transfer will be executed on the next business day. The account holder can revoke a regular transfer order at the latest at the end of the working day preceding each of the scheduled execution dates, at any office of CaixaBank or via the digital banking service.

**Transfers "effective on the same day".** When payment orders are placed in this category, the maximum delivery term of the funds to the payment service provider of the beneficiary will correspond to the same day of reception of the order. For this purpose, the orders received by CaixaBank before 11:45, will be considered received on the same business day. After the indicated time, this category of orders cannot be placed until the following business day.

**"CaixaBank HomePay"** money transfer. At the request of the account holder, CaixaBank will withdraw funds from the deposit account and transfer them to a provider of payment services designated by the account holder, so that said provider can make them available to the payee.

For this service, the identification of the payee is the only information or identifier that the account holder - payer must specify for the transfer to be executed correctly.

**Transfer orders initiated by the payee.** At the request of the account holder, CaixaBank will issue a set of instructions and authorizations to another provider of payment services, so that the latter can execute a transfer on the account holder's behalf, chargeable to a demand deposit held by the account holder with the above-mentioned provider, and payable to this deposit account held with CaixaBank.

In all cases, the account holder must be authorized to dispose freely, with no restrictions, of the funds deposited in the demand deposit account to which the transfer is to be charged. Otherwise, the account holder will be required to refund to CaixaBank the costs related to this service.

**PRICES OF OTHER CAIXABANK SERVICES ON THE DATE ON WHICH THE CONTRACT IS SIGNED**

SERVICE	PRICE		COMMENTS
	%	fixed or minimum	
<b>DEPOSIT STATEMENT</b>			
additional, for the current year or for previous years with frequency other than monthly		12,00 €	by month or fraction
		3,00 €	by statement
<b>DOMESTIC AND EU TRANSFER (1)</b>			
<b>ISSUE:</b>			
Standard transfer: charged to the account	0,40%	3,95 €	with incomplete or incorrect details: 0.55% minimum €19.00 A supplement of €1.99 (individual) or €4.05 (legal entity) is added to the price of the standard transfer service and is charged to the account.
immediate transfer			
Standard transfer: standing order	0,30%	2,75 €	by transfer; with the requested frequency and the same details. delivery of funds to the banking institution of the payee on the same day of the order.
same day transfer value	0,50%	6,00 €	
urgent transfer via the Bank of Spain	1,00%	20,00 €	immediate transfer of funds through open accounts in Banco de Espana.
notification sent to beneficiary by sms or by email	0,025 %	0,30 €	when the issuer is a legal entity
individual to a deposit in CaixaBank of another holder (transfer)		0,80 €	
incident management		25,00 €	
<b>RECEIPT:</b>			
with payment into account (> 25.000 €)	0,25%	3,00 €	when the recipient is a legal person
<b>INTERNATIONAL TRANSFER (2) (3)</b>			
<b>ISSUE:</b>			
charged to account - shared expenses	0,60%	15,00 €	with incomplete or incorrect data: 0.65% minimum 18,00 €
charged to account - applicant expenses	0,70%	27,00 €	with incomplete or incorrect data: 0.80% minimum 36,00 €
individual to a deposit in CaixaBank of another holder (transfer)	0,025%	0,80 €	
CaixaBank HomePay			consult branch
SWIFT expenses		15,00 €	expenses for SWIFT receipt acknowledgement 3,00 €
incident management		25,00 €	
<b>RECEIPT:</b>			
paid into account	0,40%	15,00 €	with incomplete or incorrect data: 0.50% minimum 18,00 €
<b>PAYMENT LETTER ISSUE</b>			
with transfer receipt		2,00 €	
with cheque	0,30%	2,00 €	also includes bank cheques and promissory notes
<b>CURRENT ACCOUNT CHEQUES AND PROMISSORY (€)</b>			
deposit into account other-bank check	0,30%	3,00 €	not standard: 0.30% minimum 7,50 €
return	4,50%	18,00 €	
bank cheque issue	0,40%	10,00 €	
accepted (registered)	0,40%	6,00 €	
fuel cheque payment		2,50 €	by cheque / cheque book request: 10,00 euros €
request promissory note check book for current account		7,00 €	per book
promissory note book sent to address		4,00 €	
<b>RECEIPTS - Direct debit</b>			
non-payment order		2,00 €	
order to return paid receipts		3,00 €	
<b>FOREIGN CURRENCY</b>			
purchase/sale of notes (> 3.000 €)	1,00%	30,00 €	
deposit check drawn on foreign bank (currency)	0,80%	12,00 €	cheque return: 2.00% minimum 18,00 €
issue check in foreign currency	1,00%	18,00 €	
<b>CERTIFICATES</b>			
standard		15,00 €	ebt, complex and audits: 35,00 €
non residency		25,00 €	
<b>DUPLICATES</b>			
communiqués		6,00 €	
last year tax communique		6,00 €	previous years: 10,00 €
savings books		6,00 €	filed loss
<b>OTHERS</b>			
custody of documentation or savings books in branch		12,00 €	quarterly
processes in other places		24,00 €	
cash count (for depositing into non-consumer deposit accounts)		6,00 €	for every 500 units or fraction; maximum 20% amount deposited (applicable if the count exceeds 200 units)

**Exchange rate differential:** 2.50% of the exchange rate: currency/euro; euro/currency

- (1) includes domestic transfers in addition to all foreign transfers between EU member states regulated by European Regulation CE924/2009 (in Euros, Swedish krona or Romanian leu).
- (2) includes all transfers between member states of the European Union other than those regulated by European Regulation CE924/2009, remaining foreign transfers and foreign currency transfers in the domestic market.
- (3) urgent transfers will have an additional surcharge of €4 (also applicable to EU transfers).