

CaixaBank, S.A., hereinafter CaixaBank, and the Contracting party, whose details are stated below, hereby enter into this contract which regulates the render of the Comprehensive direct debit treatment service, subject to the specific and general conditions stated hereinafter.

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**Specific conditions**

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Condición del contratante: Consumidor // Microempresa // Empresa

SEGMENT

**General Conditions**

**1. Purpose, definitions and scope**

- 1.1. Object. This framework contract sets forth the terms and conditions under which CaixaBank renders the following Payment Services to the contracting party: Future execution of direct debits and standing orders; advance payment of direct debit funds and other ancillary services.
- 1.2. Definitions. For the purposes of this contract, the following terms listed below will have the following meanings:
  - a) Direct debit: means a payment service rendered by CaixaBank for debiting a payer's payment account where a payment transaction is initiated by the payee on the basis of the payer's consent given to the payee, to the payee's payment service provider or to the payer's own payment service provider.
  - b) Contracting party: means the person who contracts the Payment Services and is also the payee of the Direct Debits or, if applicable, is after the expected date for the debit (D), moment from which CaixaBank will offer to the Borrower the funds, if applicable, obtained.
  - c) Debtor: means the person acting as payer in the direct debit transactions.
  - d) Direct debit order or mandate: consent of the Debtor to charge the direct debit to the payment account stated.
  - e) Advance of funds: credit granted exclusively to facilitate the execution of direct debit payments, and which is repayable once the payment transaction is executed.

**2. Authorized**

The Contracting party may designate third parties, hereinafter "Authorized parties" to do the following on their behalf: (i) request execution of direct debits; (ii) obtain information on the results of the Payment Service rendered and (iii) apply for additional services.

**3. Legislation applicable to the contract**

- 3.1. Based on the Contracting parties capacity as non-consumer, CaixaBank and the Contracting party agree that the Payment Services will be provided according to the terms and conditions provided in this document, with preference and exclusion, in the event of contradiction, of the provisions of regulations on payment services applicable at any time. In particular, Bank of Spain Circular 5/2012, of 27 June, Order EHA/2899/2011, of 28 October, Order EHA/1608/2010, of 14 June, Title III and Articles 30 and 32 of Law 16/2009, of 13 November, and any other regulation replacing or implementing them shall not apply, unless required.
- 3.2. The terms of this Agreement are drafted based on current law regulating Payment services and the rules of the payment systems to which CaixaBank is attached. If such law is amended, depending on how such amendment affects the terms and conditions of this Agreement, this Agreement may be adjusted, suspended or terminated.

**4. Terms and conditions applicable to payment operations**

CaixaBank will execute direct debits within the framework of this agreement under the following conditions:

- 4.1. **DIRECT DEBIT CHARACTERISTICS.** The direct debit must provide the payment immediately (on demand) or on a set date corresponding to the actual sale of an asset or effective rendering of a service comprised within the Contracting party's habitual activity or money order. Using this service to perform transactions aimed at self-financing is forbidden.
- 4.2. **DEBTOR CONSENT.** Direct debits must be arranged through a direct debit order or mandate subscribed by the Debtor prior to the direct debit execution date. Provided that CaixaBank requests it, the Contracting party will immediately submit a copy of the direct debit order or mandate.
- 4.3. **UNIQUE IDENTIFIER AND OTHER NECESSARY INFORMATION.** To execute direct debits the Contracting party shall have to provide the following information:
  - a) The type of direct debit (recurring, one-off, first or last),
  - b) The name of the Contracting party, or if different to the direct debit recipient, the name of the payee.
  - c) The IBAN number of the Contracting party's payment account,
  - d) The name of the Debtor e) The IBAN of the Debtor's payment account, which must be in a payment service provider within the European Union or the European Economic Area.
  - f) The unique reference of the order,
  - g) The amount of the direct debit.
  - h) The intended date for the charge to the Debtor's payment account.

4.4. **EXECUTION OF DIRECT DEBITS: SUBMISSION, RECEPTION AND TERMS.** The information required to execute direct debits may be submitted electronically, through the digital banking service or through other electronic channels expressly agreed with CaixaBank, in the format stipulated by CaixaBank from time to time. At the time this agreement is signed, the format in which the information must be submitted is the ISO 20022 XML format and the sistem of the Spanish Banking Association published in Standard 19.14. The direct debit will be taken as executed when CaixaBank provides the Contracting party with the funds debited from the payment account of the debtor, unless there is no balance available to meet the payment order, in which case the debit will be considered executed from the moment in which the Debtor's payment service provider rejects the debit. All of the above is without prejudice to the general conditions nos. 6.2 and 6.3.

The maximum execution time of the direct debit (1) will be as stated in the table below:

| SEPA CORE SCHEME SNCE |         |               |
|-----------------------|---------|---------------|
| SEND DEBIT REMITTANCE | DEPOSIT | DEUDORES      |
| D-1 UP TO 14 HOURS    | D       | From day D    |
| SEPA CORE SCHEME EBA  |         |               |
| SEND DEBIT REMITTANCE | DEPOSIT | DEUDORES      |
| D-2 UP TO 14 HOURS    | D       | From day D +2 |

(1) Maximum execution time of the direct debit after the expected date for the debit (D), moment from which CaixaBank will offer to the Borrower the funds, if applicable, obtained.

- 4.5. **REVOCATION OF A DIRECT DEBIT.** The contracting party can revoke the payment order, maximum 1 working day before the planned debit date from the Debtor's payment account. All expenses generated on the revocation of the direct debit shall be born by the Contracting party.
- 4.6. **REJECTION OF A DIRECT BILLING.** CaixaBank is not obligated to execute direct debits when the conditions set forth herein are not met. Particularly when information regarding general condition no. 4.3 is not provided with the notice established in general condition no. 4.4. Nor will it be obligated to execute when the order does not comply with the customer admissions policy and transaction execution policy that CaixaBank has approved in compliance with the standards for the prevention of money laundering and financing of terrorism prevailing at the time. Any expenses arising from or in connection with any notice to the account holder of the refusal to execute the payment order that, if applicable, is sent by CaixaBank, will be to the charge of the account holder.
- 4.7. **AMOUNTS RECEIVED.** CaixaBank will credit all the amounts received. In this respect, the amounts payable according to this agreement will be charged separately in the associated account after such amounts have been credited.
- 4.8. **PROVIDING INFORMATION ON PAYMENT OPERATIONS TO AUTHORITIES IN THIRD COUNTRIES.** Credit institutions and other payment service providers, as well as payment systems and providers of technological services relating to those that transmit data in order to execute payment transactions, may be obligated by local State legislatoin or agreements entered into, to provide information on payment transactions to the authorities or official bodies of other EU and non-EU countris, within the framework of the standards in place to combat money laundering and the financing of terrorism and other forms of serious organized crime.

**5. Responsibility for rendering the Payment Services**

5.1. **NOTIFICATION IN THE EVENT OF UNAUTHORIZED OR INCORRECTLY EXECUTED PAYMENT OPERATIONS.** The payment operations recorded in the files of CaixaBank shall be presumed to have been executed in accordance with the instructions received from the Contracting

party. When the contracting party becomes aware that a direct debit has been executed incorrectly, he/she must notify CaixaBank without undue delay. The maximum period for making this notification shall be 5 days from the date of exchange/debit settlement in the Associated Deposit or from the date scheduled for debiting in accordance with the execution times of the direct debit established herein.

**5.2. UNIQUE IDENTIFIER AND OTHER NECESSARY INFORMATION.** CaixaBank may not be held liable for the non-execution or faulty execution of the operations executed in accordance with a unique identifier provided by the Contracting party in accordance with general condition 4.3 should it turn out to be incorrect.

**5.3. LIABILITY FOR FAULTY EXECUTION.** When a direct debit is not executed or is incorrectly executed for reasons attributable to CaixaBank, CaixaBank will execute or repeat the execution of the operation immediately as soon as it becomes known and bear all the expenses deriving from the execution. The liability of CaixaBank is exclusively limited to the execution of the direct debit. As a result, the Contracting party shall have no right to demand interest or compensation of any kind for the non-execution or incorrect execution of the debit for reasons attributable to CaixaBank.

**5.4. EXEMPTION FROM LIABILITY.** In any case, CaixaBank will be exempt from liability in the event of exceptional, unpredictable circumstances beyond its control, whose consequences would have been inevitable in spite of all efforts to avoid them, or in case of application of other legal obligations.

**6. Liability of the Contracting party for the proper completion of debits; direct debits not authorised by their Debtor and exercising of right to refund**

**6.1. PROPER COMPLETION OF DEBITS:** CaixaBank does not guarantee the effective payment of the direct debit by the Debtor and, therefore, the Contracting party accepts the risks deriving from insufficient funds or unavailability of funds in the Debtor's payment account, for whatever the reason. In cases such as these, CaixaBank shall not reinstate the execution of the direct debit until the Contracting party has signed up for "Automatic Repeat Presentation of Direct Debits" or "Rebilling Service", as regulation in general condition no. 7.

**6.2. UNAUTHORIZED DIRECT DEBITS.** The Contracting party shall be responsible for the existence and sufficiency of the direct debit order or mandate and shall not hold CaixaBank liable in the event of any claims by the Debtors, their payment service providers, the Payment Systems or third parties for damages relating to the execution of direct debits not based on a direct debit order or mandate. For these purposes, the Contracting party hereby authorizes CaixaBank to charge to the Associated Deposit, immediately and without requiring prior request, the amount of the payment operations executed from the moment the lack of authorization becomes known, even if causing an overdraft.

**6.3. DEBTOR'S RIGHT OF REFUND.** Without prejudice to general condition, 6.2, when the Debtor requests the refund of the direct debit based on a valid direct debit order or mandate through its payment services provider, CaixaBank is authorized to charge the amount to the Associated Deposit immediately and without requiring prior request. The Contracting party cannot oppose the refund of these operations, provided that the Debtor does so within the refund period. In cases such as this, the liability of CaixaBank shall be limited to verifying the rejection of the debit by the Debtor and the fulfilment of the times established by the operating standards of the Payment system and/or regulator of the payment services. Consequently, the Contracting party cannot base its opposition to CaixaBank regarding the refunding of direct debits unless there are other conditions for the exercising of the refund right by the Debtor, such as failure to specify the amount of the debits and surpassing of the Debtor's expectations, or any other condition that complements or substitutes these and is established in the regulatory standards of the payment services and/or the operating rules of the payment systems. For the purposes of the points stated in the previous section, the times established for exercising the right to refund by the operating rules of the payment systems shall be prioritized over those in the legal standards provided these are greater than the latter.

Upon formalizing this contract the operating rules of the payment systems establish refund times for direct debits arranged through a 58-day direct debit order or mandate from the date of the debit in the Debtor's payment account.

**7. Specific conditions applicable to the Automatic Repeat Presentation of Direct Debits (Rebilling Service)**

When the Contracting Party has stated as such in the Special Terms and Conditions, CaixaBank shall provide the "Service of the Successive Submission of Direct Debit Entries" comprising initiating the regular execution of a direct debit entry, when this has not been covered by the Debtor due to lack of balance, until the same can be charged to the Debtor's payment account or until the term stated in the Special Terms and Conditions as the "Submission Deadline" has elapsed.

**8. Specific terms and conditions applicable to the Service for Extended Information about Bill Description.**

**8.1** When the Contracting Party has specified so in the special terms and conditions, CaixaBank will render the Service for Extended Information about Bill Description

**8.2** Definition of the Service:

By rendering the Service for Extended Information about Bill Description, CaixaBank undertakes to provide the Debtors that are specified by the Contracting Party an "Extended Bill" that includes the data of the direct debit transactions paid according to this agreement, also including, among other items, the description up to a maximum of 640 characters. The Service of Extended Information about Bill Description may be physically or electronically rendered by CaixaBank. Each Extended Bill will contain the data of a transaction managed by CaixaBank along with the rest of the contents.

**8.3** Common terms and conditions:

The Contracting Party assigns the use of the required distinctive signs to assist CaixaBank in rendering the Service of Extended Information about Bill Description. The Contracting Party must guarantee that it holds all the rights and/or authorisations to assign the use of the distinctive signs to CaixaBank for the purposes stipulated herein and must hold CaixaBank harmless for any damages that could be caused thereto by using the licensed distinctive signs. At the request of CaixaBank, the Contracting Party must provide the required information and/or documents to prove it holds the rights to use such distinctive signs.

The Contracting Party will only notify CaixaBank of the personal and non-personal data required to render the Service of Extended Information about Bill Description that it legitimately knows and it is authorised to notify, having obtained the relevant authorisation from the owners of the information provided to CaixaBank.

The Contracting Party will only request the Service of Extended Information about Bill Description to be rendered regarding debtors that have granted their consent to send the respective notification to the physical or electronic addresses that the Contracting Party provides to CaixaBank or are made available thereto through an internet platform that can only be accessed with the sole identifying data provided by CaixaBank or third parties that the latter may use to render the services.

Prior to obtaining their authorisation, the Contracting Party will inform the owners of the personal and non-personal data required to render the Service of Extended Information about Bill Description that their data will be sent to CaixaBank and third parties that the latter could use to render these services.

The Contracting Party accepts that CaixaBank may render the Service of Extended Information about Bill Description directly or through third parties, to which the required personal and non-personal data will be sent in order to render such services.

**9. Special terms and conditions applicable to the Business-To-Business service (B2B)**

The Business-To-Business service (B2B) is a method of direct debit execution which excludes the application of the specifications in general condition 6.3. "right of refund of the Debtor". The information required to execute direct debits may be submitted electronically, through the digital banking service or through other electronic channels expressly agreed with CaixaBank, in the format stipulated by CaixaBank from time to time. At the time of the formalities for this agreement, the format in which the information must be submitted is the ISO 20022 XML format and the system of the Spanish Banking Association published in Standard 19.14.

Payment transactions may only be carried out according to this system in cases where the mandate issued by the debtor and referred to in the general condition 4.2. above includes an express waiver of the right to reimbursement of the direct debit. In this respect, the contracting party shall be responsible for verifying that the mandate includes the express waiver and must provide a copy thereof if so required by CaixaBank.

The contracting party must indicate the direct debits that CaixaBank is to manage with this method.

The information necessary to execute the debits with this method must be presented with sufficient notice of "n" days before the planned debit date, as indicated in the table shown below [1] from the planned date of the debit (D):

|   |  |  |
|---|--|--|
| ADEUDOS DOMICILIADOS (COBROS A CLIENTES)<br>ESQUEMA SEPA B2B SNCE |  |  |
|---|--|--|

|                       |         |         |
|-----------------------|---------|---------|
| SEND DEBIT REMITTANCE | DEPOSIT | DEBTORS |
|-----------------------|---------|---------|

|                       |         |            |
|-----------------------|---------|------------|
| D -1 UP TO 14 HOURS   | D       | From day D |
| SEPA B2B SCHEME EBA   |         |            |
| SEND DEBIT REMITTANCE | DEPOSIT | DEBTORS    |
| D -1 UP TO 4 HOURS    | D       | From day D |

(1) Plazo máximo de ejecución del adeudo domiciliado

**10. Special terms and conditions applicable to the Advances Service**

CaixaBank may advance the amount of the direct debits, enabling them to be made available before the payment operation is debited in the Debtor payment account. In such cases, CaixaBank reserves the right to place a hold on all or part of the advanced funds, provided the following apply:

- a) If CaixaBank were to have evidence that any managed operations have been carried out in breach of this Contract, particularly the requirements of General Condition 3.
- b) Preventive hold values can be established for billing debits and the monthly limit of billing by the payer. A risk alert can be enabled or disabled in the event that a payer has a high rate of refunds.

The holds that can be parameterized are:

- Own direct debits: payments charged to deposit accounts in the CaixaBank institution.
  - External direct debits: payments charged to other national or foreign institutions.
  - SEPA- B2B direct debits: payments charged to CaixaBank or external (national or foreign) institutions that have been submitted according to the SEPA - B2B business-to-business scheme. The value by default of these withholdings will be 100% for 4 days.
- It is also possible to "Leaving instructions pending authorization due to high rate of refunds" This option allows the payer to be flagged so that all instructions are automatically left pending authorization by the branch if the payer's rate of refunds exceeds the established limits.

c) When CaixaBank has evidence that the Contracting party will be unable to meet the payment obligations arising from this Contract, either because the Contracting party's economic means and solvency has diminished significantly or because there has been a substantial increase in the Contracting party's responsibilities;

d) When the Contracting party does not submit the information or documentation required by CaixaBank under this contract on a timely basis.

e) When CaixaBank has evidence that any operation(s) processed through the Contracting party may be refunded.

Without prejudice to previous cases, when the special terms and conditions state a certain percentage of the amount of the advances to be put on hold, CaixaBank shall proceed to automatically hold it, without the need for any other cause.

The amounts withheld as described above shall be held to guarantee the refunds of operations that, if any, may be carried out and the payment of any other obligation for the Contracting party deriving from this contract, and CaixaBank can offset the amounts withheld if necessary to pay a refund operation in the terms described in general condition no. 6 of the Contract or the amounts due and not paid by the Contracting party in accordance with the Contract.

**11. Specific terms and conditions applicable to the Billing by Payment Service.**

When the Contracting Party specifies so in the special terms and conditions, CaixaBank will render the "Billing by Payment Service" consisting of keeping the accounts individually for each of the transactions contained in the payment block.

**12. Information for the Contracting party**

12.1. On a monthly basis, CaixaBank shall send details of the direct debits executed, the refunds and the fees and expenses generated.

12.2. CaixaBank undertakes to keep the contracting party informed of the payment system rules that correspond in compliance with the presentation requirements established in general condition 4.3 and any other point stated in the operation of this contract.

**13. Price of services, expenses and tax indemnity**

13.1. PRICE OF THE SERVICES. CaixaBank shall be entitled to receive the following fees, at the rates stated in the special terms and conditions :

- a) PRESENTATION DIRECT DEBIT FILE This commission applies when CaixaBank initiates the execution of the direct debits presented by the Contracting party in electronic or paper format and it consists of the percentage of the amount of the payment operation stated in the special terms and conditions. It is payable when the funds are deposited, after the debit is made,
- b) DIRECT DEBIT REFUND. This fee is changes for direct debit refunds and consists of the percentage of the operation amount stated in the special terms and conditions. It is payable as soon as the refund is made.
- c) REBILLING. This charge is applied for the rendering of the Automatic Repeat Presentation of Direct Debits service and consists of applying a price, stated in the special terms and conditions, per operation to the total debits rebilled or collected (successful collections). It is payable upon completion of the term.
- d) SENDING NOTIFICATIONS TO DEBTORS, This fee is applicable for the rendering of the Notification of Additional Details service and consists of a set amount per operation of the total operations chargeable at the time of presentation and must be settled in,
- e) SENDING NOTIFICATIONS TO DEBTORS, This fee is applicable for the rendering of the Sending Direct Debit Notifications to Debtors service and consists of a set amount per operation of the total operations chargeable at the time of presentation and must be settled in,
- f) B2B SERVICE. This fee applies when, at the request of the Contracting party, CaixaBank initiates the execution of direct debits under the Business-To-Business modality (B2B). It is equivalent to the percentage of the operation amount stated in the special terms and conditions and is payable immediately when the refund is made.
- g) CHARGE FOR CLAIMING BACK DEFAULTED AMOUNTS: This fee shall be charged once only as a commission for handling the claim of each debtor amount defaulted and shall be paid upon the occurrence.
- g) SUBMITTING THE DIRECT DEBIT PAYMENT FILE WITH ENTRY PER TRANSACTION. This fee will be charged when CaixaBank begins executing the direct debit payments submitted by the Contracting Party by electronic means after activating the service and consists of the percentage of the amount of the payment transaction specified in the special terms and conditions and must be paid at the time the funds are debited after executing the payment.
- h) REFUNDING DIRECT DEBIT PAYMENTS WITH ENTRY PER TRANSACTION. This fee will be charged for refunding a direct debit payment and consists of the percentage of the amount of the transaction specified in the special terms and conditions and must be immediately paid at the time of the refund.

13.2. EXPENSES. The Contracting party shall refund CaixaBank the expenses incurred in the management of disputes with payment service providers or payment systems for the refund of operations or incidents with their execution, including for instance, disputes around obtaining direct debit orders or other documentation relating to payment operations, communications with payment systems and resolution of incidents. The Contracting party shall also bear the cost of mailing out notifications.

13.3. TAX INDEMNITY. The Contracting party undertakes to pay the taxes accrued on the rendering of management services, holding CaixaBank free of any tax obligation or liability, as well as expenses and damages caused by these or necessary to mitigate them.

13.4. ENFORCEABILITY. Unless agreed otherwise, the payment any amount due by the Contracting party in accordance with this contract shall be immediately enforceable.

**14. Associated deposit**

In order to enforce this contract, it is necessary that the contract holder designate a demand deposit in CaixaBank in the space reserved under "Associated Deposit" in the special terms and conditions. All debits and credits generated shall be recorded therein. The contract holder accepts the commitment to keep this deposit operational throughout the duration of this contract. In the event that the deposit is cancelled, the contract holder shall bear all the expenses generated on submitting the amounts resulting from the rendering of payment services and all damages that may occur, if any, due to the delay in this submission. The fees and expenses derived from opening and maintaining the associated deposit(s) are those stated in the deposit agreement signed.

**15. Other obligations of the Contracting party**

The Contracting party is obligated to:

- a) Keep, for at least 10 years, the direct debit orders from the last transaction based on which the execution of direct debits was instructed under this contract, and to adopt the necessary technical and organisational measures to guarantee the timely submission of these documents whenever requested.
- b) Not offer goods or services that do not comply with all the requirements of the corresponding regulations, adhere to applicable legislation governing offering and contracting, and not offer goods or services the sale of which is unlawful. Not present to CaixaBank for management payment transactions that are illicit.
- c) Abstain from distributing contents or articles that: 1) could incite violence or discrimination of any kind 2) infringe upon the rights of the child or harm the normal development of a child's personality 3) damage the good name and reputation of CaixaBank
- d) Guarantee that its employees, representatives and other persons authorized to initiate payment operations under this contract are aware of its contents and meet the Contracting party's obligations, taking on all responsibility for actions or omissions made by these persons, with no limitations.
- e) Deal with and resolve any complaint or claim relating to the sale and/or presentation of goods and services paid for using direct debits executed under this contract, without involving CaixaBank in the resolution and directly assuming, before the claimant, all responsibilities that may, if any correspond due to the commercialization of these goods and services.
- f) Not hold CaixaBank liable for any claim from the payments systems or payment service providers for the management of direct debits not based on a valid direct debit order (or mandate), including the payment of penalties due to agreements held by CaixaBank with the Payment Systems it adheres to.

#### 16. Statutory offsetting

The contracting party irrevocably authorizes CaixaBank to compensate the amount of any past-due obligation, either ordinarily or in advance, and unpaid by the debtor to CaixaBank, as the main obliged party or as guarantor, with the rights held by virtue of any term or demand deposits, in cash or securities, it holds solely or jointly.

1.1. If the contract is jointly or severally held, in accordance with article 1143 of the Civil Code, the offset amount may amount to the total balance of the deposit.

1.2. In the case of term deposits, the balance will be deemed mature and available for offsetting purposes. Furthermore, this authorization extends to the sale and realization of securities held in any CaixaBank deposit, account or securities portfolio, offsetting against the product obtained.

1.3. In any event, offsetting shall be duly notified.

#### 17. Arrears

In the event of non-payment of obligations due by the Contracting party, CaixaBank may debit a special account with the following entries: a) the amount of fees accrued and not collected; b) the amount of payment operations refunded which, in accordance with the Contract, are payable by the Contracting party; c) the amount of expenses and indemnities that the Contracting party is obligated to pay as a result of its breach of the obligations set forth herein, including penalties deriving from agreements held by CaixaBank with the Payment Systems it is adhered to; d) any other amount the Contracting party is obligated to pay. Deposit entries: the amount of the direct debits executed. The balance resulting from this account shall be considered liquid and claimable and shall be available for immediate demand, along with the interest accrued thereon.

The balance receivable by CaixaBank as a result of the debits made on the account referred to in the previous paragraph, shall accrue interest for CaixaBank, at a rate of 20.5 percent per year, until it is fully settled. Interest is generated daily and the following formula is used for calculation:  $I = (s \times n \times i)$ : 36,000, where "I" is the absolute amount of interest, "s" is the average account balance in the billing period, "n" is the number of days in the period, and "i" is the nominal interest rate expressed as a percentage.

Until CaixaBank proceeds to the close the account for the purposes of claiming the balance, this interest will be paid quarterly on the date of closure of the account and, if not paid immediately, will be debited from their own account, in which case they will not accrue further interest. From the date of closing the account, interest will be accrued and settled on a daily basis - calculated over the total balance of the account except the portion corresponding to interest- until the total amounts due by the Contracting party are settled.

Once the settlement is made in the special account according to its books, CaixaBank shall notify the Contracting party with a statement of the settlement issued in whatever format is lawfully permitted, without prejudice to doing so by court or notary, if the law so requires. The amount of the settlement made by CaixaBank as agreed by the parties in this Contract, shall be deemed the liquid available amount for the purposes of taking legal action. The settlement balance of the special account shall be certified with a document issued by CaixaBank for the purposes of taking any kind of executive action that completes it.

Any of the parties may request that this Contract be made public. In any event, the expenses deriving from this shall be borne by the Contracting party.

#### 18. Duration, Cancellation, Suspension and modification of the Contract.

**18.1. DURATION.** This duration of this contract is indefinite. Either CaixaBank or the Contracting party may withdraw from this contract without having to state the grounds of their withdrawal, provided written notification is given 15 days before the date the withdrawal becomes effective. CaixaBank may cancel this Contract with immediate effects in the event of a breach in the obligations of the Contracting party. When the Contract is cancelled by either party, the Contracting party shall remain responsible for the operations carried out up to the date of cancellation.

**18.2. SUSPENSION AND CANCELLATION.** CaixaBank may cancel the rendering of services or seek cancellation of the contract in the event of a breach in the obligations of the Contracting party resulting from this contract and/or when the necessary circumstances concur to apply withholdings in accordance with general condition 10. In such cases, CaixaBank shall notify the Contracting party that the service has been suspended or the contract cancelled and state the reasons for this decision. Wherever possible, this notification shall be made in advance using the communication channels agreed with the Contracting party, unless there are objectively justified reasons to believe that notification could compromise security, or it were against any applicable legislation or other regulatory provision.

**18.3. MODIFICATION.** CaixaBank reserves the right to seek modification of the conditions of this Contract and the fees inherent therein, or to establish if applicable, new fees. If CaixaBank seeks to modify the commissions or fees chargeable and this were unfavourable for the Contracting party, at least 15 days notice will be given of the date of application of the corresponding modification, by the communication agreed in this contract or, alternatively, by means of its Publication on the noticeboard at the branches and on the CaixaBank website. If this period elapses with no opposition from the Contracting party, the modification shall be applied. If the Contracting party opposes the modifications, it may cancel this Contract without incurring any cost before the date on which the modifications take effect. If the modification is clearly beneficial to the Contracting party, it can be applied immediately.

#### 19. Registered address and notices

All notices pertaining to this contract shall be furnished to the Contracting party in the space reserved for communications in the following electronic channel: the CaixaBank digital banking. The contract holder may view these notices as many times as desired and obtain a copy of them in a durable medium.

If the Contracting party does not avail of the digital banking Service or passbooks, cards or other devices issued by CaixaBank, or if he/she expressly requests this, paper notifications can be sent by post to the postal address provided or to the address recorded under personal contact details. The Contracting party is required to notify any change of address. All notices that CaixaBank sends to the last address on file will be deemed as having been received by the contract holder.

Irrespective of the agreed communication channel, CaixaBank may send out notifications pertaining to contract cancellation or payment requirements by post.

CaixaBank shall be entitled to charge for expenses incurred in sending notifications when, at the request of the contract holder, these are sent by a means other than the channel agreed by contract, and always when duplicates or additional information is requested.

In any event, whatever the communication channel agreed, and without prejudice to the applicable regulations, the Contracting party shall have fifteen days to communicate their disagreement with the transactions or statements in the notification, and

once this period has elapsed without objection, the contents of all notifications shall be taken as outright and consented. Alleging that a document or statement has not been received will not obstruct this tacit agreement if it is not communicated within a reasonable period from when, under usual circumstances, the document should have been received.

**20. Data protection**

**20.1 TREATMENT OF PERSONAL DATA.** The personal data of the Contracting party and, where applicable, of those signing this Agreement on his/her behalf, will be included in databases owned by CaixaBank, S.A. to be processed in order to comply with this Agreement and ensure correct operation. CaixaBank, S.A. may keep this information until the actions arising therefrom have expired. In accordance with the law, the contracting party may exercise their rights of access, correction and deletion of data and object to the processing of data. To exercise these rights, they should contact branch of CaixaBank, S.A. or the headquarters located at Carrer Pintor Sorolla, 2-4, 46002-València.

**20.2 THIRD-PARTY DATA TREATMENT.** The personal data of third parties that CaixaBank, S.A. receives from the contracting party to conduct the banking services requested will be solely and exclusively processed for such purpose and will not be communicated to others, except in cases in which the nature of the service necessarily implies such communication, which will be limited to the stated purpose.

CaixaBank, S.A. will keep the aforementioned data private and will apply legally required security measures.

**20.3.** The Contracting party shall only notify CaixaBank, S.A. of personal data it has obtained in accordance with prevailing legislation and in any event with the authorization of the corresponding person. The Contracting party shall immediately notify CaixaBank, S.A. of any circumstance regarding the personal data that may have been notified for the rendering of services requested by the Contracting party and the knowledge of which is necessary for proper data processing by CaixaBank, S.A.

**20.4. RECORD OF FULFILMENT OR NON-FULFILMENT OF PECUNIARY OBLIGATIONS.** Communication of data to files recording fulfilment or non-fulfilment of pecuniary obligations. All persons party to this contract are informed that, in the event of non-fulfilment of any obligations deriving therefrom, the data pertaining to the debit may be placed in files recording fulfilment and non-fulfilment of pecuniary obligations.

**20.5.** The Contracting party authorizes the Debtor's payment service provider of the direct debits so that, acting in his/her own interest, in the event of nonpayment, require the same from the Debtors, empowering them, likewise, to provide information on non-compliance to providers of services on equity solvency and creditworthiness. The contracting party is obliged to notify CaixaBank immediately when the debt is subsequently paid off, accepting the responsibilities derived from the non-payment of the obligation and from the maintenance of inaccurate data in CaixaBank files and/or files of the aforementioned service providers.

**21. Applicable law, general information on the supplier and claim procedures**

**21.1.** This contract is subject to Spanish law and subject to the jurisdiction of Spanish courts.

**21.2.** The provider of the contracted banking and payment services is CaixaBank, S.A., CaixaBank, financial services entity, whose registered address is Carrer Pintor Sorolla, 2-4, 46002-València, NIF A08663619, registered in the Commercial Registry of Valencia, volume 10370, sheet 1, page nº V-178351, inscription 2nd, and in the Bank of Spain's Special Administrative Registry under number 2100, which is supervised by the Bank of Spain (Alcalá, 48, 28014 Madrid). If two months have elapsed after the date the claim was submitted and such claim has not been settled or if its admission is refused or the petition therein is dismissed, the contracting party may file the claim with the Claim Department of the Bank of Spain at the following address: Calle Alcalá, 50, 28014 Madrid, Spain.

**20.3.** The contracting party can direct their claims or complaints about Products and Services to the CaixaBank Customer Services, Carrer Pintor Sorolla, 2-4, 46002-València, as well as to the Consumer Ombudsman of the Spanish Confederation of Savings Banks, Avenida de Bruselas 37 - 28028 Madrid. If two months have passed since the time the complaint is submitted without the complaint being resolved, or if the complaint is not admitted or the request is denied, the Contracting party may submit the complaint to the Complaint Service of the Bank of Spain at Calle Alcalá, 50, 28014 Madrid.

**22. Information**

**22.1.** The Contracting party should provide CaixaBank with the information and documentation required at any time regarding the regularity of direct debits and the economic and financial accounting situation. In particular, if so requested, the Contracting party must provide CaixaBank with the financial statements, business plans, audited accounts, management accounts, purchase invoices and other information on the Contracting party, its owners, its principals, its partners, its holders or its associates which CaixaBank is entitled to request in order to assess the financial situation of the Contracting party.

**22.2.** The Contracting party is obligated to provide CaixaBank the information and documentation it requests in order to collaborate in the application of the due diligence procedures established in laws governing anti-money laundering and the financing of terrorism, and the fulfilment of the obligations of CaixaBank in this respect, and to update this information and documentation whenever a variation occurs and to collaborate in the prevention, detection and investigation of any criminal activity relating to money laundering and/or payment fraud.

**23. Cession of the contract and the associated rights and/or obligations**

CaixaBank may cede all or part of the rights and obligations under this Agreement. When CaixaBank aim to execute said cession, it shall first notify the contracting party via the mailing method agreed for sending notifications, with a minimum advance notice of one month. When the cession of all the contract's rights and obligations or of the obligations is not the consequence of a merger, spin-off, global asset and liability assignment or another operation of similar structural modification, the contracting party may oppose said cession by notifying CaixaBank within the advance notice period set out above, in which case the contract shall be terminated under the terms and conditions set out in this contract.

In witness whereof, and in compliance with the aforementioned conditions and other details of this contract, which the intervening parties hereby accept, the parties hereby sign this agreement in duplicate, for one sole purpose, in the location and on the date stated in the special terms and conditions, each party retaining a copy hereof.

Signatories: signature/electronic signature