

## Index

### SPECIAL CONDITIONS GENERAL

#### CONDITIONS

- 1. Purpose of the contract.** What this contract governs
- 2. Ownership.** Who is the holder of the contract
- 3. Accounts.** In what type of accounts do we operate with your shares
- 4. CaixaBank's obligations.** To what CaixaBank is obliged
- 5. The holder's obligations.** To what you are obliged
- 6. Prices of the service and expenses.** What amounts you must pay for the services that we provide
- 7. Transmission of orders.** How you can transmit us orders, provisions and information
- 8. Exemption from liability.** What CaixaBank is not responsible for
- 9. Associated account and compensation.** What account will we use to pay in deposits and to charge expenses and clearing (charge of debts)
- 10. Use of the financial instruments of the holder.** How we will use your financial instruments
- 11. Incentives. Conflicts of interest.** What incentives may you receive or offer, and what conflicts of interest can be generated
- 12. Safeguards for financial instruments.** Where we will maintain your shares and financial instruments
- 13. Address and forms of communication.** How we will communicate and to what address we will send communications
- 14. Death.** What happens with your shares if you pass away
- 15. Contract amendment.** Who can modify the contract
- 16. Duration and resolution.** How long does the contract last and in what cases can we cancel or withdraw from it
- 17. Processing of personal data.** How we will process your personal data
- 18. Deposit guarantee fund of credit institutions.** How CaixaBank guarantees your deposits of money and securities
- 19. Jurisdiction.** What courts will be able to resolve issues
- 20. Applicable regulation.** What laws and regulations apply to this contract
- 21. Customer services.** Where you can direct your complaints and claims

#### APPENDIX I - OVERALL FOREIGN ACCOUNTS APPENDIX II - CENTRAL COUNTERPARTY

#### APPENDIX III - STANDARD TARIFFS FOR DEPOSIT AND ADMINISTRATION OF SHARES

#### APPENDIX IV - BASIC INFORMATION ON THE COVERAGE OF DEPOSITS

# CONTRACT FOR THE DEPOSIT AND ADMINISTRATION OF SHARES

## On the one hand, we, CaixaBank, S.A. (hereinafter, «CaixaBank»):

---

CaixaBank is a company registered in the Special Administrative Registry of the Bank of Spain and in the Spanish National Securities Market Commission under number 2100.

CaixaBank is represented by Juan Antonio Garcia Gálvez, with Spanish DNI No. 37783190D, who acts as authorised representative according to the power of attorney granted before the Notary Public, Mr. Tomas Giménez Duart, on 30 June 2011, recorded under his protocol number 2,695.

## On the other hand, you, the holder:

---

With the name "holder", we are referring to the person or persons who appear as holders of this contract. Whose personal circumstances are specified further on.

## In the place and on the day indicated in this contract:

---

We mutually acknowledge our capacity and **representation necessary for entering into contract.**

This contract is governed by the special and general terms and conditions that are indicated below

## SPECIFIC TERMS AND CONDITIONS

### Contract details:

<b>Operation</b>	CONSTITUTION		
<b>File number</b>	2100-9610-16-1765543015		
<b>Associated deposit</b>	ES24 2100 3060 5122 0223 9055		
<b>Relationship</b>	Account holder		
<b>Ownership</b>	MANUELA VALLS TRIAS	<b>NIF</b>	Y2833030L

This contract will be valid starting from the date on which you, as the holder, and we, CaixaBank, have signed it. It will be cancelled and without effect if by 16-06-2021 it has not been signed by either of us, or it has only been signed by one of the parties, either you or us.

**Signatories: signature/electronic signature**

---


**Supplier of this service**

---

CaixaBank, S.A. / CaixaBank • Provision of financial services • Carrer Pintor Sorolla, 2-4, 46002-València • www.CaixaBank.es • Tax ID number: A08663619 • Registered in the Commercial Register of Valencia, volume 10370, folio 1, sheet number V-178351, entry 2 • Bank of Spain Special Administrative Register: number 2100 • Supervisory authority: Bank of Spain • www.bde.es

# GENERAL TERMS

## 1. PURPOSE OF THE CONTRACT

### What this contract governs

- 1.1 **The purpose of this contract** (hereinafter, the «contract») **is to regulate the service of deposit, safekeeping and administration of shares, represented by physical securities or book entries.**

This service is provided on the **securities** that you, as a holder, or holders of the contract (hereinafter, the «holder» or «you, as a holder» or «you»), **legitimately posses at the time of entering into this contract.**

Additionally, it can also be carried out for securities that you, as a holder acquire at a later date through CaixaBank or through any other entity authorised for this purpose.

All the securities are added to the securities account that is indicated in the special conditions of this contract as

«file number».

## 2. OWNERSHIP

### Who is the holder of the contract

- 2.1 **You can open a securities account as the sole holder or with other holders.** In the latter case, unless agreed otherwise, **all the holders mutually authorise each other:**

- > **to individually carry out all kinds of acts, or**
- > **to exercise the rights** regarding the securities that are the object of the contract, including the rights of **divestment, internal transfer, levy** or any other total or partial disposal of these.

- 2.2 In the circumstances that are indicated below, CaixaBank reserves the right to withhold the orders or, even, to deposit the money or the securities in a court, until the wills of all the joint holders coincide and are unanimous or until there is a court decision in this regard:

- > **if the various joint holders or authorised parties, where appropriate, provide contradictory instructions regarding any of the right arising from this contract, or**
- > **if a third party provides instructions with regard to the deposited securities or any of the holders forbids others from accessing funds.**

**If the joint holders provide contradictory instructions or they forbid others from accessing funds, or if a third party provides instructions with regard to the deposited securities, CaixaBank reserves the right to withhold the orders or, even, to deposit the money or the securities in a court, until the wills of all the joint holders coincide and are unanimous or until there is a court decision in this regard.**

- 2.3 **You**, or any of the holders, is who must carry out the requests. If you delegate in another person, the latter must be duly authorised.

The authorisation provided to other people and its withdrawal (cancellation) must be carried out using any means that proves its authenticity. CaixaBank reserves the right to demand the document that we consider necessary for such verification at any given time.

### 3. ACCOUNTS

#### In what type of accounts will we operate with your securities

##### 3.1 Record of the securities

Your securities will be recorded and registered in accounts open with CaixaBank, of which you will be the holder.

You will be able to choose the account in which your securities will be recorded in accordance with current legislation in force at any given time and in accordance with the provisions set forth in the following paragraphs of clause 3 herein.

##### 3.2 International securities

You authorise CaixaBank to use an overall account («**omnibus account**») for the administration and/or safekeeping of foreign securities and financial instruments when the normal negotiation operations performed by third parties in the corresponding foreign market requires the use of this type of accounts.

At CaixaBank we will use the overall accounts that we maintain open in the credit institutions and/or in the brokers that are indicated in Appendix I of this contract, together with their credit rating.

You declare that CaixaBank has informed you of the risks you assume as a result of this operation. These risks are indicated in Appendix I of this contract.

At CaixaBank we will have **internal records** that allow us to obtain at all times a **breakdown of the securities that you**, as a holder, **have deposited on your own account** in the overall accounts.

##### 3.3 National securities

For the administration and/or safekeeping of national securities and financial instruments, you will be able to choose between the types of **accounts** that exist in the **Central Counter party (CCP)**. We make available to you on our website ([www.caixabank.es](http://www.caixabank.es)) and at our branches an informative

document regarding the different types of accounts and their applicable regimes.

Additionally, you will be able to choose from among the types of **accounts** that exist in the

### **Central Securities Depository (CSD).**

#### **3.4 Account assigned by default**

At CaixaBank we will assign you with the Customer Account with General Segregation («third party account » or «omnibus account») **in the CCP** and the **Third party Account in the CSD**, unless you expressly state your preference for another type of account. If you choose a different type of account in the CCP and/or in the CSD, we will incorporate your choice via addendum («adenda») to the general conditions that, together with the special conditions, constitute this contract.

#### **The CCP standards establish a series of rights and obligations**

that are specified in Appendix III of this contract.

For international markets, we will apply as per the provisions set forth in Appendix I of this contract.

## **4. CAIXABANK'S OBLIGATIONS**

### **To what CaixaBank is obliged**

We, at CaixaBank, are subject to the obligations that are indicated below:

#### **4.1 Obligation to hold**

##### **We will provide you with the services specific to deposit, custody and administration of securities:**

- > we will manage the charging of interest, dividends, premiums for attending meetings and coupons, as well as the exchange of the securities and the repayments of these upon their maturity, in accordance with the provisions set forth in clause 4.3; and
- > we will carry out all the necessary acts on the securities object of this contract so that you can exercise the rights that correspond to you.

**We reserve the right to accept or refuse the custody of the securities represented by physical certificates, in contest or iliquid.**

**We will not accept securities** for deposit, custody and administration that have been subject to sanctions, as this term is defined in clause 5.2 of this contract.

CaixaBank reserves the right to accept or refuse the custody of securities represented by physical certificates, in contest or iliquid, and we do not accept securities that have been sanctioned.

## 4.2 Information obligation

As securities depositaries, and provided that we are aware of it, we will inform you in writing of:

- > **the rights, obligations and operations inherent or related to the ownership of the securities;** and
- > **the financial** operations or of another type that **confer you preferential rights or which require your consent**, and that are published by the issuing entities of securities deposited or administered via the means that we have agreed for such purpose.

You must reply within the deadline we have provided, which will depend on the deadline provided for the respective operations by the issuing entities, as well as the agent and/or custody entities that the issuing entities have designated.

We **will abide by your instructions**, subject to prior provisioning of funds if necessary, provided such instructions are provided within the deadline established for them. **If you do not provide any instructions**, we will intervene in any operation that we consider pertinent **to always safeguard** your economic rights as the holder.

**We will send** you to the address provided and using the means (paper or telematic) indicated in our records, the settlements for the correspond operations on the business day following that on which they take place. **We will send you the position statements of the securities account** every time there is a movement that alters the previous balance or on a quarterly basis.

From CaixaBank we will send you an informative statement when the value of any of the deposited financial instruments falls by 10% and, subsequently, in multiples of 10%, with regard to the last value reported.

You have 15 calendar days as of the date on which receive the statements or settlements that we have sent to provide your consent or to formulate any objections. **If you fail to do so**, we will deem that you provide your consent. You may not claim that you have not received the pertinent communication if you do not provide your consent or make any objections within a reasonable period of time as of, according to normal practice, the date on which you should have received said communication.

At CaixaBank we will inform you in writing regarding the settlements of the transactions and position statements of the securities account. We will also send you a written statement when the value of the deposited financial instruments falls by 10% with regard to the last value statement that we sent you.

You have 15 days, as of receipt of the written communication, to provide your consent or to formulate objections to the statements and settlements that we have reported to you.

After this deadline, we will deem that you provide your consent.

## 4.3 Crediting securities and funds

**We will pay you the amounts or securities derived from the financial** operations linked to the security of which you are holder.

The credit will be made on the same day as we receive the money in cash or the securities, as the case may be, from the



Central Securities Depository of which CaixaBank is a member, or from its sub custodian, as appropriate, and after having carried out the appropriate verifications. It may occur that we do not receive from the market the settlement of the financial operation in the proportion established by the issuer, however its economic value will always be maintained.

You, or the holders of the securities, are the parties responsible for exercising the required actions, even legal, to demand collection of the amounts or receipt of the securities that may be pending if:

- > the issuer of the securities cannot pay; or
- > the issuer of the securities is found to be in full or partial breach of its commitment to pay the securities, and this entails a failure to pay any amount owed or a failure to deliver any consideration, regardless of its nature, to which the issued may be obliged.

In such cases, the Central Securities Depository of which CaixaBank is a member, or its sub custodian, as appropriate, may backtrack (recover) for CaixaBank the amounts or securities that we have paid to you. Due to which, we may backtrack (recover) the amounts delivered and paid into the current account of the holder, or the securities deposited in the corresponding securities deposit, into which said amounts or securities have been paid, without this affecting the provisions set forth in clause 9 of this contract.

#### 4.4 **Settlement and recording**

The operations that you have ordered, as well as the financial operations deriving from the securities deposited in the securities account, shall be recorded or settled by us definitively in said account when:

- > the market in which the securities object of the operations are traded has recorded or settlement those operations;
- > we have received the cash or the securities in your accounts;  
and
- > you have entirely fulfilled your obligations in relation to such operations.

**We will make available to you the securities object of this contract in the terms and in the manner established by the market in which these securities are traded.**

In accordance with the current legislation, the securities or the cash that derive from the settlement of operations that you have carried out will be pledged (guaranteed) in favour of CaixaBank.

The pledge on those securities or on that

cash will have the consideration of financial collateral, in accordance with the current legislation.

We would apply this right if we have had to advance the cash or securities necessary to attend the settlement

of the aforementioned operations, together with any possible expenses or penalties arising from the markets and regulators, because you fail to make the payment or because you are declared bankrupts (that is, because you are legally declared to be insolvent).

The right to financial collateral includes the price of the securities that you should have delivered and the eventual sanctions and penalties that you would have had to pay as a result of failing to comply with your obligations as the holder.

## 5. THE HOLDER'S OBLIGATIONS

### To what you are obliged

You, as a holder, have the following obligations:

#### 5.1 Information Compliance

You undertake to inform us of:

- > **any event** or circumstance that modified the data that you have provided to us for the provision of the services that derive from this contract: for example, (a) changes regarding your nationality, residence, marital status, matrimonial economic regime, capability or address; (b) revocation (cancellation) or modification of the powers that you have granted to your authorised agents or to your representatives when your relationship with CaixaBank, derived from this contract, is carried out via an authorised agent or representative; (c) modification of the ownership or of the free availability, auction or seizure or constitution of any encumbrance or levy on the entirety or part of the securities; (d) modifications to your legal status; (e) bankruptcy situations that may affect you, as a holder, etc.;
- > **any modification regarding your fiscal residence**, for which will have to provide us with the corresponding certificate of residence abroad issued by the consulate office of the country of residence (only individuals); and
- > **any other change** that may affect the service that we provide to you through this contract.

You also undertake to inform us, in particular, if you acquire the status of «United States Person» («**US Person**») during the

validity of this contract. In this contract, we understand «US Person» to be:

- > any individual living in the U.S.A, understanding this to be the United States of America and its territories. We consider a resident to be any person that has one of its addresses in the U.S.A. or who resides in this country;
- > any company, community of assets or another type of company set up or organised in accordance with the laws of the U.S.A.;
- > any property or inheritance of which any of its executors or administrators is a «US Person»;
- > any trust in which any of the trustees are a «US Person»;
- > any agency or branch of a foreign company located in the U.S.A.;
- > any «not-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 organised in accordance with the laws of the U.S.A., 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 intention of investing in securities not registered under the Securities Act of 1933 or to otherwise evade the legislation of the Stock Market of the U.S.A.

We may limit your operations with respect to certain securities if you are a US Person.

Before providing you with an investment service or an auxiliary service derived from this contract, at CaixaBank we will gather the information that may be necessary for this in accordance with the applicable European standard regarding markets and financial instruments (MiFID).

We may limit your operations with respect to certain securities if you are a US Person.

## 5.2 Representations

You state that you, or any other person acting on your behalf, are not an individual or legal entity (hereinafter, «Individual») - or that you are not invested in or controlled by one or more Individuals - **that:**

- > who are sanctioned by laws, regulations, guidelines, resolutions, programmes or restrictive measures with regard to international economic-financial sanctions, imposed by the United Nations, by the European Union or any of its member states, included the Kingdom of Spain, and/or by the U.S.

Department of the Treasury's Office of Foreign Assets Control ("OFAC") (hereinafter, "Sanctioned Persons");

- > is owned or controlled by a Sanctioned Person,
- > is acting direct or indirectly for or on behalf of a Sanctioned Person,
- > is incorporated, located, headquartered or residing in any country or territory whose government is named in laws, regulations, guidelines, resolutions, programmes or restrictive measures regarding international economic-financial sanctions, imposed by the United Nations, the European Union or any of its Member States, including the Kingdom of Spain, and/or the U.S. Department of the Treasury's Office of Foreign Assets Control (hereinafter, «Sanctions»);
- > maintains business relations or carry out transactions with clients from risk countries, territories or jurisdictions, or where any such business or transaction entails a transfer of funds to or from those countries, territories or jurisdictions subject to Sanctions, or
- > it will allocate, direct or indirectly, the funds that are generated in the development of the business relations or in any other manner; nor will make available or will receive those funds from any subsidiary or Person in order to finance any activity or business: (a) of or with a Sanctioned Person, (b) in any territory or country whose Government is subject to Sanctions at the time of using the contracted funds or product, or (c) that of any other way entails the breach of Sanctions by any Person.

If you fail to comply with any of the representations set forth in this clause, CaixaBank will be unable to provide any of the service contemplated in this contract and we reserve the right to terminate (cancel) this contract in accordance with the terms and conditions set forth herein.

## 6. PRICES OF THE SERVICE AND EXPENSES

### What amounts you must pay for the services that we provide

- 6.1 You undertake to pay the price corresponding to the securities deposit, custody and administration service that we at CaixaBank provide to you. The prices are specified in the fees established in Appendix III of this contract and in the pages of the current tariff brochure available on the company's website ([www.caixabank.es](http://www.caixabank.es)).
- 6.2 Additionally, you will also have to pay the expenses arising from the provision of the securities deposit, custody and

In Appendix III of this contract and in the pages of the current tariff brochure available on our website ([www.caixabank.es](http://www.caixabank.es)), we inform you of the price we will charge for the securities deposit, custody and administration service.

administration service, as well as any other expenses arising from other eventual services you may request.

- 6.3 At CaixaBank, we reserve the right to modify the tariffs for fees and expenses, in accordance with the current legislation applicable at any given time.

The modifications that entail a reduction in the amount will be applied without further ado as of the time that CaixaBank decides to implement them, since these conditions are beneficial to you.

If the modifications entail an increase in the price of the fees, we will inform you in writing of the new fee, as well as of the date such modification is expected to take effect.

You will have one month since receipt of our written communication to modify or terminate the contractual relationship with us, if you so desire. During this period of time, we will not apply the new tariffs.

**The price of the fees and of the expenses derived from the securities deposit, custody and administration service may increase or decrease. If they increase, we will inform you in writing. You will have one month to inform us of your desire to modify or terminate your contractual relationship with us.**

## 7. TRANSMISSION OF ORDERS

### How you can transmit orders, provisions and information to us

- 7.1 The provisions and sequences of operations that you wish to transmit must be provided to us in writing, over the telephone or via telematic means, and these shall have the same consideration as if they were provided in writing.
- 7.2 To transmit orders and information and use the telematic and telephone system of CaixaBank, you must formalise the pertinent contract that governs the use of these systems.

## 8. RELEASE FROM LIABILITY

### What CaixaBank is not responsible for

- 8.1 CaixaBank will process the orders that you or a person previously authorised by you have provided to us. **We decline all responsibility for any damage that may arise in the event of:**
- > performing operations with agents, representatives or authorised persons whose powers over the account have been modified, limited or cancelled, and we, at CaixaBank, have not received the pertinent notification; or
  - > the damages due to a delay in sending the communication, in the transfer of orders from the holders or in the exercise of the rights, as a consequence of any cause involving force majeure, unforeseen event and/or circumstances beyond the control of CaixaBank.

## 9. ASSOCIATED ACCOUNT AND COMPENSATION

### What account will we use to pay in deposits and to charge expenses and clearing (charge of debts)

#### 9.1 Associated account

The deposits (charges) and the charges (payments) arising from the operations contemplated in this contract or from other operations that you have ordered or have executed on your own behalf in relation to the securities shall be applied to the associated account identified in the specific conditions as the «associated deposit».

The deposits (charges) and the charges (payments) arising from the operations contemplated in this contract shall be applied to the associated account identified in the specific conditions as the «associated deposit».

#### 9.2 Remuneration (debt collection)

**At, CaixaBank, we are not obliged to settle the orders that you have transmitted (that is, to pay the amount or to deliver the securities, as appropriate) or to process an order if:**

- > you carry out orders to another market member other than CaixaBank and these exceed the available cash amount in the associated account or the number of available securities at the time of settling the orders; or
- > you carry out orders in CaixaBank and these exceed the available cash amount in the associated account or the number of available securities at the time of processing the orders.

If there is insufficient money in the associated account to carry out an order, CaixaBank will inform you so that you can cover the overdraft within a period of 8 calendar days.

If you carry out orders in CaixaBank without sufficient money available in the associated account, we will inform you of the situation so that you can cover the overdraft within 8 calendar days as of the moment to this situation takes place.

If within this period, you have not covered the overdraft that has been incurred, you authorise us to charge the debt from any of the accounts you have open at CaixaBank, provided the holder or holders of these accounts are the same holders or holders as that of the Securities Dossier.

That charge will be made in the following order: (a) current accounts or deposits in cash; (b) public debt, national fixed income securities, equities, shares in collective investment institutions, fixed income securities held abroad and foreign equity securities; and, all this, always endeavouring to cause you the least possible damage.

If the planned remuneration (debt collection) does not cover the overdraft in its entirety, you authorise us to:

- > dispose of (sell) deposited securities until full repayment of the overdraft, on your own account and risk, in the order of greater to lesser liquidity of the securities as we have

indicated above in this clause and in an attempt to minimise the damage that this may cause to you, as the holder; and

- > demand the amount that you owe, or part of this, and that is pending after carrying out the sale, in addition to the interest that you owe us and have not paid.

In the event of declaration of bankruptcy of the holder (that is, if you are legally declared to be insolvent), and in accordance with the current regulations, at CaixaBank we will be able to introduce, on your behalf, as a holder, purchase and sale orders of opposite signs to the operations that you have contracted. That order will be carried out it when the declaration of bankruptcy takes place and the operations have not yet been settled.

## 10. USE OF THE HOLDER'S FINANCIAL INSTRUMENTS

### How we will use your financial instruments

- 10.1 At CaixaBank, we may **use on your behalf or on behalf of another customer the securities that you have entrusted to us.** Additionally, we may **establish agreements for financing operations on those securities.**

In any case, we may only carry out those actions if you grant your express consent in a separate document. This document must include: (a) your authorisation as the holder; (b) the obligations and responsibilities of CaixaBank, included the remuneration

in favour of the holder for providing his/her securities; (c) the conditions of their restitution; and (d) the inherent risks.

## 11. INCENTIVES. CONFLICTS OF INTEREST

### What incentives may you receive or offer, and what conflicts of interest can be generated

- 11.1 At CaixaBank, we may receive from other persons or entities, or deliver to other persons or entities, fees, commissions or **non-monetary** profits related to the **investment services** that we provide: except for the advisory service of an independent nature and the discretionary management of portfolios, unless the fees are returned to you.

Those incentives arise from the administration, deposit and custody service that we provide to you, and they aim to increase the quality of this service and to always offer you optimum interest.

- 11.2 You can check the existence, nature and amount of **the incentives** on our website ([www.caixabank.es](http://www.caixabank.es)), according to the

provisions of Article 59 b) of Royal Decree 217/2008. When the amount of the incentives cannot be determined, you may check its calculation method.

- 11.3 You will receive **information** on the incentives, costs and expenses associated with the financial instruments and the investment services that we provide to you.
- 11.4 In accordance with the provision of Article 45 of Royal Decree 217/2008, at CaixaBank we have a Policy for the Management of Conflicts of Interest. Its essential terms are part of this contract. This policy is available to you at all CaixaBank branches and on our website ([www.caixabank.es](http://www.caixabank.es)).

If you so request it, you have the right to receive accurate and detailed information at all time regarding the incentives associated to the financial instruments and the investment services that we provide to you.

## 12. FINANCIAL INSTRUMENT SAFEGUARDING POLICY

### Where we will maintain your shares and financial instruments

- 12.1 Your securities and financial instruments will be maintained in individualised accounts in CaixaBank, held in the name of each holder, in accordance with the provisions of our CaixaBank Safeguarding Policy.
- 12.2 For **foreign securities**, you allow CaixaBank, when so determined by standard practice, to use overall accounts («omnibus accounts») subject to current regulations. At CaixaBank, we will have the necessary internal records that allow you to know at all times, and without any delay, the position of the securities and ongoing operations.
- 12.3 Using overall accounts may entail temporary restrictions in the availability of the securities, the impairment of the value or, even, losses in the financial instruments that you hold or of the rights derived from those instruments as a result of the specific, legal and operational risks that are listed in Appendix I of this contract.
- 12.4 You can view **up-to-date information** of the identity, country and credit rating of the companies in which we, at CaixaBank, open overall accounts on CaixaBank's website ([www.caixabank.es](http://www.caixabank.es)).

**Using overall account may involve temporary restrictions to the availability of the securities, the impairment of the value or losses in the financial instruments or of the rights derived from those instruments.**



### 13. ADDRESS AND FORMS OF COMMUNICATION

#### How we will communicate and to what address we will send communications

13.1 Your address as a holder (hereinafter, «address of the holder») is that which appears in CaixaBank's records. For this reason, you are obliged to inform us in writing regarding any change to the details of your registered address.

13.2 The communications exchanged between us may be carried out on printed format, or via electronic means using the

**digital banking service**, or via your **e-mail address** or your **mobile phone**, provided that we have agreed upon the use of such means. Any of these communication channels will be deemed valid.

We understand that by means of any of these communication channels, we are complying with the information obligations that we, at CaixaBank, have established with you.

13.3 From CaixaBank we will send to your address (address of the holder) the printed document with which you, for legal requirements, you have to carry out certain communications, or to facilitate possible procedures.

It is necessary that you inform us in writing of any change in the details of your registered address.

We can **communicate with each other** via the digital banking service, or via your e-mail address or your **mobile phone, or in printed format.**

### 14. DEATH

#### What happens with your securities if you pass away

14.1 If you, as the holder of a securities account, pass away, your heirs and the rest of the holders must inform up of this event.

14.2 When we, at CaixaBank, have received the death certificate, your heirs and the rest of the holders will be able to access the deposited securities in accordance with the provisions set forth by the current law in force.

Additionally, when appropriate, the disposal of these securities will be subject to the payment of Inheritance Tax, after we, at CaixaBank, have verified the identity of the persons who can dispose of the deposited securities.

## 15. CONTRACT AMENDMENT

### Who can modify the contract

- 15.1 Both you and we can modify the content of this contract, provided we do so by mutual agreement and in writing.
- 15.2 If one of the parties does not accept the amendment proposed by the other party, the former may terminate (cancel) the contract pursuant to clause 16 below.

## 16. DURATION, RESOLUTION AND WITHDRAWAL

### How long does the contract last and in what cases can we cancel or withdraw from it

#### 16.1 Duration

This contract is of an indefinite duration, both either of us may decide to terminate (cancel) it after having settled any pending operation. To cancel the contract:

- > you must inform us in writing, with 15 calendar days' notice, provided at the CaixaBank branch specified in the special conditions of the contract or
- > we must inform you in writing, with at least one month advance notice via the standard means used for our communications.

#### 16.2 Resolution (cancellation)

We, at **CaixaBank** may **cancel the contract** with immediate effect if you incur in:

- > **non-payment** of the applicable fees, credit risk,
- > **evidence of fraudulent activities,**
- > **non-compliance** with **applicable standards** with regard to money laundering or market abuse, or with regard to the sanctions indicated in clause 5.2 of this contract, or
- > **material non-compliance with your essential obligations.**

We may also cancel the contract if, at some point subsequent to its signature, fulfilling any of the obligations were to involve for CaixaBank incurring in the infringement of a law or regulation, or of any ordered mandatory measure or binding interpretative criterion, issued by authorities or official bodies or by any other official authority or body with powers to do so, in accordance with the legal regulations that may be applicable at any given time.

**We reserve the right to cancel the contract if you do not have a valid Legal Entity Identifier («LEI code»).** Until you can have the LEI code, we will block the operations that you wish to carry

out, with the aim that from CaixaBank we can identify you are the holder and comply with the obligations that are applicable to us. You **are responsible for renewing and ensuring the validity of your LEI code** within the terms set forth in the current regulations.

**If we cancel the contract, CaixaBank will make available to you the securities in the account that you have designated for this purpose.** We will do so within the term established at all times in the current regulations. If it is necessary to judicially deposit the securities (deposit the securities in a court account), the expenses arising from this operation would be payable by you.

**At the time of cancellation of the contract, we will charge you the fees for the services that we have provided to you, as well as the operations carried out that are pending settlement.**

We will also charge you, if necessary, the proportional part that we have paid you of the fees that correspond to the initiated period at the time of the cancellation.

### 16.3 **Right of withdrawal (conclusion) by the holder**

If this contract is signed without both parties being physically present, and you have the consideration of a consumer, you may exercise, without the need for justification, your right to withdraw from the contract (i.e. to withdraw from it and leave the contract without effect) within a period of 15 calendar days since the date on which it was signed. If you do not exercise this right within the aforementioned term, we shall understand that you waive said right, and this right shall cease to be effective.

If you exercise your right of withdrawal, at CaixaBank we will return to you the amount we have received from you, except for those corresponding to the proportional part of the service that we have provided to you up until the date of the withdrawal, in accordance with the current legislation.

Furthermore, **you shall return any amount that you have received from CaixaBank up until the date of the withdrawal.**

Both parties shall return the aforementioned amounts in the shortest possible time, within a maximum period of 30 calendar days as of the date of the withdrawal.

You may exercise your right to withdrawal from the contract at any CaixaBank branch or via the digital banking service.

You have the right to withdraw from the contract and to leave it without effect. You must inform us of your decision within **15 calendar days** as of having signed it.

## 17. PROCESSING OF PERSONAL DATA

### How we will process your personal data

#### 17.1 Data controller

The Data Controller is CaixaBank, S.A. (CaixaBank), with tax ID (NIF) A-08663619, and registered address at C/ Pintor Sorolla, 2-4, Valencia.

You can view the contact details of the Data Protection Officer on our website:

[www.caixabank.com/delegadoprotecciondedatos](http://www.caixabank.com/delegadoprotecciondedatos).

#### 17.2 Purposes of the data processing

The processing of the personal data you provide to us now and in future is for contractual, legal and fraud prevention purposes.

- > **contractual.** The details requested are needed to manage and execute the operation and/or contracting of the product or service that you have requested, and they will be processed for this purpose;
- > **legal and of fraud prevention.** In addition, you data will be processed to comply with the required regulatory obligations and to prevent fraud, and to guarantee the security of your data and our networks and systems.

If you authorise us to do so, we may also use your data for commercial purposes. In that case, we will process your data in accordance with the authorisations you have granted at any given time

It may check and manage your authorisations at your branch or by using the options provided for this purpose in your digital banking channel.

The processing of your data has three purposes: contractual, legal and fraud prevention.

If you have provided your consent, we may also use your data for commercial purposes.

#### 17.4 Data disclosure

The data that you provide to us may be disclosed to:

- > **authorities and public institutions,** to comply with a required legal obligation;
- > **suppliers of services** and other parties and entities, necessary to manage and carry out the request and/or the contracting;
- > **authorities or public institutions from other countries:** both credit institutions and CaixaBank and other payment service suppliers, such as payment systems and related technological services suppliers to which we will disclose the data for the purpose of performing transaction may be legally obliged to facilitate information related to the
- > **transactions that we carry out to the authorities or public institutions in other countries,** located both inside and outside of the European Union. This obligation arises within

the framework of the fight against the financing of the terrorism and serious forms of organised crime, and for the prevention of the money laundering; and

> **securities clearing and settlement companies or systems.**

We may also disclose the personal data of the holders of international securities that are the object of deposit, custody and administration by means of this contract to the tax authorities of the countries from which the securities have been issued and to the corresponding international securities clearing and settlement companies or systems.

#### 17.5 **Data processing of other people or entities**

The personal data of other people or entities which you have provided to us for performing the banking services that you have requested shall only be processed for this purpose. We will not disclose them to other people or entities, except in the cases in which the type of service carried out necessarily involves such disclosure, in which case this shall be limited to the expressed purpose.

CaixaBank shall maintain secrecy regarding such data and we will apply all legally enforceable security measures.

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

**We will process your data during the duration of the contractual or business relationship that has been established or while the authorisations that you have provided for such processing remain in force.**

**We will retain your data for the period of time specified** in the actions that derive from the requests that you provide to us or from the relationships derived from the services that we offer you in this contract.

The only aim of such retention is to fulfill the pertinent legal obligations and to facilitate any claims processes.

#### 17.7 **Exercising rights and claims before the data protection authority**

**The holders of the data may exercise their rights to access, portability, revocation of consent, modification, opposition, limitation and suppression of their personal data,** in accordance with the current regulations.

They may do so:

- > at the CaixaBank branches,
- > by writing to PO box 209-46080, Valencia, or
- > by writing to the e-mail address:  
[www.caixabank.com/ejerciciodederechos](http://www.caixabank.com/ejerciciodederechos).

You may direct your claims derived from the processing of your personal data to the Spanish Data Protection Authority ([www.agpd.es](http://www.agpd.es)).

If you cease to pay any of the obligations that derive from this contract, we may disclose the data related to the debt to files relating to the fulfillment or non-fulfillment of pecuniary obligations.

## **18. DEPOSIT GUARANTEE FUND OF CREDIT INSTITUTIONS**

### **How CaixaBank guarantees your deposits of money and securities**

- 18.1 **CaixaBank** is a member of the Deposit Guarantee Fund of Credit Institutions. The aim of this institution is to guarantee to the depositors the money and securities held in credit institutions in accordance with the provisions of the governing regulations of the Spanish deposit guarantee fund in credit institutions system.

In Appendix IV of this contract, we provide you with basic information related to the coverage of deposits. You can review the full information on the website of the Deposit Guarantee Fund of Credit institutions: [www.fgd.es](http://www.fgd.es).

## **19. JURISDICTION**

### **What courts will be able to resolve issues**

- 19.1 Both parties agree to submit to the courts and tribunals of the place where you, as the holder of the securities account, reside; or to other jurisdictions as set forth by law for resolving all issues arising from this contract.

## **20. APPLICABLE REGULATIONS**

### **What laws and regulations apply to this contract**

- 20.1 At CaixaBank, we have prepared this contract conforming to applicable regulations; specifically, to the Order EHA/1665/2010, of 11 June, enacting:
- > 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
  - > Circular 7/2011, of 12 December, of the Comisión Nacional del Mercado de Valores (The Spanish National Stock Exchange

Commission), regarding the prospectus of tariffs and content of model contracts.

We have made this information available to you on our website ([www.caixabank.es](http://www.caixabank.es)).

20.2 For all matters not expressly regulated in this contract, in particular as regards **standards of conduct of the parties intervening in the stock markets and information requirements**, at CaixaBank we will apply:

- > the Securities Market Act,
- > the Royal Decree on the legal system of investment services companies and of other companies that provide investment services,
- > Orders and Circulars enacting the Financial Services and Markets Act and Royal Decree, and
- > the applicable current regulations.

## 21. CUSTOMER SERVICE DEPARTMENT

### Where you can direct your complaints and claims

21.1 **Complaints** or **claims** arising from the products and services you have contracted may be addressed to **CaixaBank's Customer Service**, calle Pintor Sorolla 2-4, 46002-Valencia, via:

- > by email: [servicio.cliente@caixabank.com](mailto:servicio.cliente@caixabank.com),
- > the form especially provided for this can be found in the "Claims" section of the CaixaBank website: [www.caixabank.es](http://www.caixabank.es), or
- > any of our CaixaBank branches open to the public.

21.2 If, **after two months** from the date it was filed, the complaint has not been resolved, if its acceptance has been refused or the request has been dismissed, you may present it to the **Servicio de Reclamaciones de la Comisión Nacional del Mercado de Valores (Complaints Service of the Spanish National Stock Market Commission), Departamento de Inversores**. Addressed to the postal address calle Edison, 4, 28006, Madrid.

# APPENDIX I - OVERALL FOREIGN ACCOUNTS

## DEFINITION OF OVERALL ACCOUNT

- 1.1 **The financial instruments of international markets** that CaixaBank deposits and manages for this contract in favour of its customers **are sub guarded in an overall** account in favour of CaixaBank **in specialised foreign companies (sub guards)** in custody of securities.

Through the **overall accounts**, CaixaBank groups under a single account its customers' financial instruments, differentiating them from the financial instruments of which CaixaBank is the actual holder.

In turn, the **sub guards** access different international markets through direct access to the Central Depositories or through the use of other sub guards. In both cases they have overall accounts where their customers' financial instruments are grouped.

## 2. REGULAR RECONCILEMENTS

- 2.1 CaixaBank periodically balances the internal accounts and records with the sub guards, with the aim of guaranteeing that those accounts and those records are correct.
- 2.2 At CaixaBank, we can know at any time the positions of securities and ongoing operations of each customer, given that the customers' financial instruments and those of CaixaBank are differentiated.

## 3. CRITERIA FOR THE SELECTION OF THE SUB GUARDS

**To select the sub guards**, CaixaBank takes into consideration various aspects. Mainly:

- > the experience and prestige on the market of the selected sub guards,
- > the **credit rating** of the sub guard, the quality of the debt issued by the sub guards,
- > the coverage of markets in the securities settlement and custody activity,
- > the company's specialisation in the field of securities,
- > the quality of the information for monitoring the activity, and
- > the frequency and access to the positions that are maintained at all times.



3.2 At CaixaBank, we consider credit rating to be very relevant. Ratings show the opinion of the rating agencies regarding **the capability of a company, or of an issuance of titles, for their timely manner of dealing financial obligations**, such as the payment of interest, the repayment of the principal (the amounts received) or the payment of preferred dividends.

**Theratings:**

- > **are not a recommendation** to buy, sell or keep certain titles;
- > **they are placed on a scale of better to worse quality;**
- > **an investment-grade rating (between AAA and BBB on the international long-term ratings scale issued by the rating agencies Fitch and Standard & Poors, and between Aaa and Baa on the Moody % rating agency), implies relatively low risk of default;**
- > **whereas a speculative-grade (between BB and D for Fitch and Standard & Poors, and Ba and C for Moody%), have a major risk of non-payment or they indicate that the non-payment has already been given.**

For the allocation of ratings, agencies consider, among others aspects: the financial strengths of the companies (solvency, liquidity, quality of the asset), the risk management processes and the corporate strategy.

#### 4. CURRENT SUB CUSTODY AGREEMENTS

4.1 CaixaBank maintains sub custody agreements for international securities with the institutions that are listed in the following tables. The indicated credit rating for each one of these companies at September 2020 is as follows:

Identification of the company that has the overall account (the sub custody)	Euroclear Bank SA/NV		
Country of the sub guard	Belgium		
Identification of the overall account holder	CaixaBank, S. A.		
Sub guard rating	Fitch	Standard & Poors	Moody's
	AA+	AA	-
Are the securities that CaixaBank has deposited on behalf of its customers separate from those of which CaixaBank is the actual holder?	Yes		

Identification of the company that has the overall account (the sub custody)	BNP Paribas Securities Services Milano		
Country of the sub guard	Italy		
Identification of the overall account holder	CaixaBank, S. A.		
Sub guard rating	Fitch	Standard & Poors	Moody's
	A+	A+	Aa3
Are the securities that CaixaBank has deposited on behalf of its customers separate from those of which CaixaBank is the actual holder?	Yes		

Identification of the company that has the overall account (the sub custody)	Bank of New York Mellon SA/NV		
Country of the sub guard	Belgium		
Identification of the overall account holder	CaixaBank, S. A.		
Sub guard rating	Fitch	Standard & Poors	Moody's
	AA-	AA	A1
Are the securities that CaixaBank has deposited on behalf of its customers separate from those of which CaixaBank is the actual holder?	Yes		

Identification of the company that has the overall account (the sub custody)	Citibank N. A.		
Country of the sub guard	United Kingdom		
Identification of the overall account holder	CaixaBank, S. A.		
Sub guard rating	Fitch	Standard & Poors	Moody's
	A+	A+	AA3
Are the securities that CaixaBank has deposited on behalf of its customers separate from those of which CaixaBank is the actual holder?	Yes		

Identification of the company that has the overall account (the sub custody)	Cecabank, S. A.		
Country of the sub guard	Spain		
Identification of the overall account holder	CaixaBank, S. A.		
Sub guard rating	Fitch	Standard & Poors	Moody's
	BBB-	BBB+	-
Are the securities that CaixaBank has deposited on behalf of its customers separate from those of which CaixaBank is the actual holder?	Yes		

Identification of the company that has the overall account (the sub custody)	BNP Paribas Securities Services Madrid		
Country of the sub guard	Spain		
Identification of the overall account holder	CaixaBank, S. A.		
Sub guard rating	Fitch	Standard & Poors	Moody's
	A+	A+	AA3
Are the securities that CaixaBank has deposited on behalf of its customers separate from those of which CaixaBank is the actual holder?	Yes		

*(1) You may request staff at our branches for the up-to-date information of the credit rating of the companies in this listed in Appendix I herein. Additionally can check this information on our website: [www.caixabank.es](http://www.caixabank.es).*

## 5. SECURITIES ISSUED OUTSIDE OF THE EUROPEAN UNION

- 5.5 For deposits of financial instruments issued in non-EU member states, our sub-custodians may in turn require use of local sub-custodians or central depositories subject to the regulations and supervision of these non-EU member states.

**In such instances, customers are warned that their rights over said instruments may be different to those subject to legislation of a member state.**

## 6. SPECIFIC, LEGAL AND OPERATIONAL RISKS

6.1 The described operation may, where applicable, include temporary restriction of the availability, a lower value or even loss of the financial instruments owned by the customer or of the rights deriving from those financial instruments. This is consequence of the specific, legal and operational risks that are specified below:

### > Specific risks

**If the overall account holder is declared insolvent or in bankruptcy proceedings**, this may give rise to limitations so that the final investors (you, as a holder) may exercise their rights of separation or that they be recognised as the owners of the securities and not as mere holders of credit rights when dealing with the overall account holder.

In the event of **insolvency of the sub-custodian**, in addition to initiating insolvency proceedings and/or the appointment of administrators or liquidators, the following situations may arise:

- **delays** in the execution of orders that involve mobilisation of the deposited assets;
- partial loss of the deposited securities or recovery of costs in the event that the assets effectively held by the Sub-custodian
- were insufficient to cover customer claims or the Sub-custodian were subject to bankruptcy proceedings.

**If there are possible frauds or misappropriations** by any intermediary of the chain of custody in the different overall accounts that exist, these could lead to the partial or total loss of the financial instruments registered in those accounts.

### > Legal risks

There is the risk of there being difficulties in identifying the regulation that should be applied to the rights of the end holder of the financial instruments and, therefore, to the manner in which their interests are to be protected.

On the one hand, it would be necessary to identify the law that would govern their legal position and, as a result, to determine which are their rights. In these

overall account systems, the chain of annotations can go through a plurality of legal systems from the country of the issuer until the country of the end investor. The problem and the risk consist of identifying what law, from among all the countries through which the chain of custody goes through, governs the rights of the end holder. In some cases, it is even possible that there is not clear, foreseeable and appropriate regulatory response to this problem.

On the other hand, once the applicable law has been identified, the risk may arise whereby such law does not provide the expected or appropriate protection for the interests of the end holder.

> **Operational risks**

The use of overall accounts can lead to certain operation a risks, including:

- **those derived from operations that require regular adjustments of the guarantees or payments of daily settlement of losses and gains, as occurs in numerous foreign markets; or**
- **the periodic delivery from amounts to the institutions responsible for the compensation and settlement or central counter parties.**

The **non-compliance of a single investor** can cause **damages to the entire group of holders of securities or financial instruments** deposited in that overall account. This is owed to that the overall account holder can that it does not have sufficient funds to contribute the amounts cash or in necessary securities to the markets or to the counterparts. This situation would involve that the rest of actual holders of the overall account, without having incurred in any non-compliance or even knowing the identity of the non-compliant party, end up having to respond or undergo losses derived from said non-compliance.

## APPENDIX II - CENTRAL COUNTER PARTY

### 1. PURPOSE

- 1.1 The purpose of this appendix is to comply with the provisions set forth in Article 9 of the Central Counterparty Regulation, BME Clearing, S.A. U. (hereinafter, «BME Clearing» or «CCP»).

### 2. STATEMENTS

- 2.1 We state that CaixaBank:
- > is individual clearing member (hereinafter, «member») of BME Clearing for the equities sector, and
  - > is authorised as a registrar member to be detailed record account holder in order to manage a detailed record for the equities sector.

### 3. CCP CUSTOMERS

#### 3.1 General

- 3.1.1 In accordance with the regulations of the CCP, you, as a holder, are considered to be a CCP customer. For this reason, hereinafter, the references made to the holder (that is, to you, as a holder) shall be understood as referred to a CCP customer.
- 3.1.2 The contractual relationship between CaixaBank, as a member, and you, as a holder and as a customer, will conform to the terms that we agree, according to the specific requirements that are established in corresponding general conditions of the sector that is applied.

These terms, included the rights and obligations, are gathered in the general and special conditions of this contract.

#### 3.2 Rights

The general rights of the customers, contained in Article 8.1 of the BME Clearing Regulation, are:

- > request their member (CaixaBank) the opening of an account in the sectors of the CCP in which you request to operate as a customer;
- > request their member (CaixaBank) that it communicates for registering or that it requests the registration of transactions in the sectors of the CCP in which you hold the condition of a customer, so that they are subject to counter party;
- > receive the amounts in cash and the securities corresponding to the positions registered in their accounts, as determined in

the general conditions, the circulars and the the instructions that BME Clearing publishes;

- > exercise the rights inherent to the transactions registered in their accounts;
- > receive from their member (CaixaBank) information on the transactions, positions and guarantees registered in their account; and
- > submit the claims that you carry out for the procedures that are established in the BME Clearing Regulations.

### 3.3 Obligations

The general obligations of the customers, set forth in Article 8.2 of the BME Clearing Regulations, are:

- > know and **fulfill the BME Clearing Regulations**, the general conditions, circulars and instructions approved by BME Clearing, and their successive modifications (hereinafter, «CCP standard»), that will be published. In relation to your activity as a customer in the CCP, shall be obliged to expressly and exclusively submit to this regulation and to the Spanish legislation that is in force at any time;
- > **pay your member** (CaixaBank) **the amounts in cash** and **deliver the securities** corresponding to the positions registered in your accounts, as determined in the general conditions, circulars and in the instructions that BME Clearing will publish;
- > **fulfill the obligations** inherent to the positions registered in your accounts;
- > constitute and **maintain the precise guarantees** at all times, in favour of:
  - BME Clearing, and via its member, if you are the holder of an individual customer account;
  - the member (CaixaBank), in the case of customer accounts with customised segregation or of customer accounts with general segregation, in the cases in which the General Conditions so foresee it in relation to a certain Sector of the CCP; or
  - the registrar member that may correspond, if you are a holder of a detailed record account.
- > inform CaixaBank, when appropriate, if the transactions are of closure:
- > report to your member (CaixaBank) the **information** on you that is mandatory: this information will include your name or company name, your address and Tax ID Code (NIF), as a customer and, if necessary, your representative's identification and proof of such representation;

- > **fulfill the standards** of conduct set forth in the Securities Market Act and other applicable regulations;
- > irrevocably authorise your member (CaixaBank) for the latter to be enabled to close on the customer's behalf all of its positions, in the event of you:
  - failing to comply with your obligations derived from the transactions registered in your account; or
  - incur in any other infringements set forth in the regulations, which result in the customer being declared as non-compliant by the member:
- > **accept the adoption of the measures** that are set forth in the general conditions, in the event of incidents in the settlement of the positions registered in your accounts;
- > accept that BME Clearing may transfer or close on the customer's behalf all of its positions, if its member (CaixaBank) infringes any of its obligations;
- > consent that the member (CaixaBank) may disclose to BME Clearing - and, if necessary, that both the member and BME Clearing can disclose to the competent authorities - the following data related to you: name, address, Tax ID Code (NIF) and account number that is assigned to you.

#### 4. LEGISLATION

- 4.1 You, regarding your activity in the CCP, expressly submit to the CCP regulations and to the Spanish legislation that may apply at any given time.

#### 5. CLAIMS

- 5.1 If you, as a holder, have a claim or complaint to be filed against CaixaBank as a member of BME Clearing, or against the CCP, you may address said written claim or complaint to BME Clearing, S.A.U, to Plaza de la Lealtad, 1, 28014, Madrid. You may do so as follows:
- > identifying the member of the CCP against whom you wish to file the complain,
  - > explaining the content of the claim or complaint, and
  - > reasoning the claim or complaint.
- 5.2 You can write your claim or complaint addressed to BME Clearing before undertaking any administrative, arbitration or judicial action, and regardless of the provisions set forth in clause 21 of this contract (Customer services).



## 6. DISCREPANCIES

- 6.1. For national securities, in the event of a discrepancy between the provisions of this appendix and the content of the body of this contract, the content of the contract shall prevail.

## 7. DEFINITIONS

- 7.1 The terms that are not expressly define in this appendix have the meaning that is contemplated in the BME Clearing Regulations and in the general conditions of the sector that may apply. You can view this information of the BME Clearing website ([www.bmeclearing.es](http://www.bmeclearing.es)).

## APPENDIX III - STANDARD TARIFFS FOR DEPOSIT AND ADMINISTRATION OF SHARES

Item	Traded on domestic markets. Tariff	Traded on international markets. Tariff
<b>Securities custody services</b>		
Equities, Warrants	0.10% (half-yearly /cash), minimum 6 euros for deposit-security	0.40% (half-yearly /cash), minimum 15 euros per deposit-security
Fixed income	0.35% (half-yearly /nominal amount), minimum 5 euros per deposit-security	0.40% (half-yearly /nominal amount), minimum 5 euros per deposit-security
Structured notes	0.35% (half-yearly /nominal amount), minimum 5 euros per deposit-security	0.025% (half-yearly /nominal amount), minimum 12 euros per deposit-security
<b>Charge of dividends, interest and other yields</b>	0.30% (net amount) minimum 1 euro	1.50% (net amount) minimum 1 euro
<b>Premiums for assisting to meetings</b>	0.20% (net amount) minimum 0.60 euros	
<b>Redemption of securities</b>	0.35% (cash amount), minimum 2 euros	0.50% (cash amount), minimum 6.01 euros
<b>Capital increases</b>	0.35% (nominal amount), minimum 3.01 euros	0.50% (cash amount), minimum 6.01 euros
<b>Exchanges, conversions and other company operations</b>	0.40% (nominal amount), minimum 3.01 euros	0.50% (cash amount), minimum 6.01 euros

(1) *The complete information of all concepts applicable to the securities depositary and administration activity is included in the Tariffs Prospectus available on <http://www.caixabank.es/>, which you may also request at any of our branches.*

1. The fee to be applied to the tariffs corresponding to the «Custody of securities» section for the securities that remain deposited during a period less than the complete period will be the proportion resulting from the general tariff in accordance with the number of days they have been deposited. The minimum amount will also be applied in proportion to the number of days during which the securities have been deposited. In the case of the securities whose deposit is removed entirely, the tariff for custody may be applied immediately.
2. The base for calculating the fee will be the average of the effective daily balances of the securities deposited during the accrual period (period during

which the payment of the fees is calculated). For fixed-interest financial securities, this base will be their face value.

3. The tariff regime of the securities traded on international markets will also apply to national securities when these are deposited in the custody of a custodian located abroad at the request of the customer or as required on the basis of the operations performed.
4. The **change of currency** of the securities issued in currencies other than the euro will be that of the last business day of the month in which the calculation of the custody is carried out, in order to calculate the base on which the administration fee will be charged.
5. If the **period of suspension or non-trading of the security exceeds 2 months** within the accrual period (period during which the payment is calculated) of the custody fee, the **calculation of the fee** that will be applied may be similar to the calculation of the fee for a non-marketable security. If it is equal to or less than 2 months, the calculation of the fee will be carried out on the average of the effective daily balances with regard to the days on which the security had traded.
6. The **fees** listed in this section will be charged with **VAT**, or the corresponding tax, according to current regulations. Informing that certain operations involving the acquisition of shares or which give rise to the delivery of shares, may be subject to the financial transactions tax, whereby the buyer or receiver of these shall be liable for its payment.
7. Any **change affecting the tariffs included** in this appendix will be regulated in accordance with the provisions of the associated Deposit and Administration of Securities contract, in its clause 6.

## APPENDIX IV - BASIC INFORMATION ON THE COVERAGE OF DEPOSITS

Basic information on the coverage of deposits	
The deposits held in CaixaBank, S.A. are guaranteed by	the Deposit Guarantee Fund (1)
Coverage limit	100,000 euros per depositor and credit institution (2) The following trade names are part of its credit institution: imaginBank
If you have additional deposits in the same credit institution	All your deposits with the same credit institution are added and the total is subject to a 100,000 EUR limit (2)
If you have a share account with another person(s)	The 100,000 EUR limit is applied to every depositor separately (3)
Reimbursement period in the event of bankruptcy of the credit institution	7 business days (4)
Currency in which the reimbursement is made	euros
Contact	Postal address: C/ José Ortega y Gasset, 22, 5.a planta, 28006, Madrid. Telephone number: +3491 431 6645 E-mail: fogade@fgd.es
For further information	<a href="http://www.fgd.es">www.fgd.es</a>

### ADDITIONAL INFORMATION

- (1) **System responsible for the coverage of your deposit.** Your credit institution is part of an Institutional Protection Scheme officially acknowledged as a Deposit Guarantee System.

This means that all the entities that are members of this system are mutually backed in order to avoid insolvency. In the event of insolvency of your credit institution, your deposit will be refunded to you up to 100,000 EUR.

- (2) **General limit of the protection.** If it is not possible to have access to a deposit due to a credit institution being unable to fulfil its financial obligations, a deposit guarantee fund would reimburse the depositors. The reimbursement will amount to a maximum of 100,000 EUR [replace the appropriate amount in the event of the currency not being the EUR] per credit institution.

This means that all your deposits with the same credit institution are added to determine the level of coverage. For example, if a depositor has a savings

account with EUR 90,000 and a current account with 20,000 EUR, the depositor will only be reimbursed 100,000 EUR.

This method will also be used if a credit institution operates under different trade names. CaixaBank also operates commercially under the trade name imaginBank. This means that all the deposits in one or more of these trade names are guaranteed for a total of 100,000 EUR.

- (3) **Protection limit for share accounts.** In the share accounts, the limit of 100,000 EUR will be applied to every depositor.

However, the deposits in an account over which two or more people have rights as partners or members of a company, or an association or any group of a similar nature, without legal status, are aggregated and dealt with as if they only affect one depositor for the purpose of calculating the 100,000 EUR limit.

- (4) **Reimbursement.** The deposit guarantee system is the Deposit Guarantee Fund, located at calle José Ortega y Gasset, 22, 5.a planta, 28006, Madrid;. with telephone: +34 91 431 66 45, email: fogade@fgd.es and website: www.fgd.es.

The Guarantee Fund will reimburse your deposits (up to a maximum of 100,000 EUR) in the following terms (business days) of reimbursement:

- > 20 days until 2018,
- > 15 days in the period between 1 January 2019 and 31 December 2020,
- > 10 days between 1 January 2021 and 31 December 2023; and
- > 7 business days as of 31 December 2023.

Until 31 December 2023, when the Credit Institution Deposit Guarantee Fund is not able to pay the refundable amount within seven business days, it will pay the depositors an appropriate amount for their guaranteed deposits in order to cover their needs. It will do so within five business days after receiving your request.

If within this term the depositor has not been reimbursed, they must contact the deposit guarantee system, since the time during which they are able to claim reimbursement may be limited.

If you require further information, please check the website of the Deposit Guarantee Fund of Credit institutions: www.fgd.es.

## OTHER IMPORTANT INFORMATION

**All the retail depositors and companies are covered by deposit guarantee systems.** Applicable exceptions to certain deposits can be viewed on the website of the responsible deposit guarantee system.

**CaixaBank will also inform depositors, if they so request, about whether certain products are covered.** If the deposits are covered, CaixaBank will also confirm as such to the depositor in the bank statements.

On the **guarantee for investment services or securities deposit or registration activities**, the Deposit Guarantee Fund covers the non-repayment of the instruments belonging to the adversely affected investor, as a result of the situations set forth in Article 8.2 of Royal Decree 2606/1996, of 20 December, on

credit institution deposit guarantee funds. **In no case will investment value losses or any credit risk be covered.**

Debts of the depositor owed to the credit institution will be taken into account to calculate the refundable amount.

The following are not considered to be guaranteed deposits and, therefore, are not covered by the Credit Institution Deposit Guarantee Fund:

(a) **deposits made by other credit institutions** on a one's own account or in one's own name, as well as those carried out by the following subjects and financial institutions:

- stock companies and agencies;
- insurance companies;
- the real-estate investment companies;
- collective investment institution management companies, as well as pension fund management companies, of securitisation funds and of capital-risk and deposits of the companies that they manage;
- portfolio management companies and financial consultancy companies;
- venture capital companies and their corresponding management companies;
- any financial institution defined in Article 4.1.26) of the Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013;

(b) **a company's own funds**, according to the definition set forth in Article 4.1.118 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, regardless of the amount at which they are calculated as funds;

(c) **debt securities issued by the credit institution**, including promissory notes and negotiable instruments;

(d) deposits whose holder has not been identified, in accordance with Act 10/2010, of 28 April, on the prevention of the money laundering and financing of terrorism, or which originate from operations that have been subject to a criminal conviction for the criminal offence of money laundering;

(e) deposits set up with the financial institution by Public Administrations, except for those set up by local entities with an annual budget equal to or lower than 500,000 EUR.

The values of the holders mentioned in the above paragraphs a) and e) shall not be considered to be guaranteed.