

By and between, at the place and on the date indicated, CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U.. and, on the one hand, CaixaBank, S.A., hereinafter CaixaBank, acting as its agent and, at the same time, in its own name, and on the other, the persons whose circumstances and representation are specified below, hereinafter "the Holder", agree to enter into this price agreement subject to the following:

Particular conditions

COMMON GENERAL CONDITIONS

1.Purpose

Should there be several, this document governs and organises the contracts for the bank products and services ("the Products and Services") agreed in this document, as indicated in the respective specific conditions covering different contractual relationships, irrespective of whether a number of these have been agreed.

If a contract with multiple holders is entered into, this document may, at the request of all the contracting parties, cover other individually owned Products and Services, stating that these may be contracted in separate documents, should the holders so wish.

2. Holder(s)

The ownership of each Product and Service is that stated by the account holders in the respective particular conditions of the contract. When the Holder is more than one individual, unless expressly agreed otherwise, it will be understood that all of them are jointly and severally liable and any of them may individually exercise all rights derived from being the Holder, including the cancellation of the contract. If joint ownership is expressly agreed, the signature and agreement of all or various of the account holders will be required in order to carry out any operation, including cancellation. Hereafter, the expression "the Holder" will cover all of them should there be more than one, unless otherwise gathered from the context.

3. Product and service price. Expenses

Fees that must be inherent to the Products and Services taken out are indicated, together with the parameters for their settlement, in the respective specific general conditions or the specific conditions under the "price of the services" heading, or similar heading. They are independent of accrued commissions and recoverable expenses for the provision of services not included within the framework of the present contract which have been specifically sought or accepted by the account holder.

When the contracting party acts as a non-consumer, he/she shall be responsible for expenses deriving from the communications related to the contracted Products and Services. In all other cases, communication expenses shall only apply when a legal regulation so allows. In particular, communication expenses may apply when the contacting party requests additional information which CaixaBank does not legally have to provide, or information is received via a means of communication different to those specified in this contract. Unless specified otherwise, communication expense amounts shall be calculated in accordance with the rates in force at the Spanish Post Office Services at any time.

Unless indicated otherwise by the holder, they give their consent for these dispatches to include commercial advertising or communications, providing that doing so does not increase the cost that is passed on

4. Modification of conditions

4.1. CaixaBank may initiate modifications to the general and particular conditions of the Products and Services arranged for an open-ended period via its mail to the contracting party, with a one-month advance notice before the entry into force of this modification, to the mailing address as set out in common general condition 9, or, when the contracting party does not act as a consumer, with a reasonable advance notice prior to the entry into force of this modification, via publication on branches' notice boards and on CaixaBank website or via any other medium recognized by law. Despite the above, all modifications may be applied immediately that are more favorable for the contracting party. When the Products and Services affected by the modification have the consideration of payment services, in particular in the case of demand deposits, the aforesaid advance notice period shall be two months.

In the event of disagreement, the contracting party shall have the right to terminate the contract for the specific affected service, giving notice before this date and with the debtor obligations enduring, as applicable, until their complete payment.

4.2 Modifications related to interest or exchange rates may be applied immediately and without prior notice when they are based on interest or exchange rates of reference agreed in the corresponding contract.

5. Associated deposit account

For contracting certain Products and Services, the contracting party may need to designate an associated or linked demand deposit open in CaixaBank, into which charges and payments produced by the operation of the Products and Services shall be settled. In cases such as these, a specific space shall be set aside in the particular conditions, in the understanding that the contracting of the Products and Services is not possible without making said designation and with it, the contracting party assumes the commitment of keeping an associated or linked deposit operative throughout the life period of the contracted Products and Services, with cancellation of the associated or linked deposit account being a reason to terminate the contract, except where the specific general conditions of the Products and Services expressly indicate otherwise. Commissions and expenses derived from opening and maintaining the associated or linked demand deposit account shall be those indicated in the contract for opening said account.

6. Contract term and termination

6.1 Term

The specific Products and Services shall be contracted for an open-ended term, unless their respective specific general conditions specify differently.

6.2 Voluntary termination

Contracts for Products and Services arranged for an open-ended term may be unilaterally terminated by either party, with no need to express a cause. If it is "the Caixa" that initiates termination, it must give a written advance notice to the contracting party of at least two months. If the contracting party initiates it, a one-month written advance notice addressed to CaixaBank is enough. The contracting party must pay the proportional amount of the debt for accrued periodic expenses and fees stemming from the Products and Services affected by the termination. If they have been fully paid in advance, CaixaBank will reimburse the proportional part in the associated deposit. CaixaBank may charge the contracting parties all expenses stemming from the termination when the party does not act as a consumer.

For deposits, after the term ends, its balance shall be available to the holder, without accruing interest. Termination requested by the contracting party shall require the lack of an outstanding balance, where CaixaBank reserves the power to postpone the reimbursement of the resulting balance for the time necessary to charge for operations underway.

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6.3 Causes for termination

Each party may terminate Products and Services contracts if the other party breaches the respective conditions governing them. Termination will involve the immediate enforceability of the entire debt that, as applicable, is owed by each party.

7. Conventional offsetting

The contracting party (each of them individually should there be several) irrevocably authorises CaixaBank to compensate the amount of any due obligation, ordinarily or in advance, and not paid, of which they were a debtor before CaixaBank, as principal obliged party or as guarantor, with the rights that they hold before it due to any cash, at-sight or at-term deposit, or securities account of which they are the holder, solely or jointly with other persons.

In the case of indistinct or joint ownership, in accordance with the matters set out in article 1143 of the Civil Code, the offsetting could reach the totality of the deposit balance.

In the case of term deposits, the balance shall be deemed to have matured and be callable for the purposes of offsetting. Furthermore, this authorization is extended to the sale or realization of the securities of which they were owners in any deposit, account or securities file of CaixaBank, with the offsetting being charged to the product obtained.

In any case, the offsetting shall be suitably notified to the party concerned.

8. Power of attorney

When the contracting party exercises the rights that stem from the present contract through a power of attorney or other authorised legal representative, the capacity and powers attributed to the latter shall be valid in the same fashion as they were made known to CaixaBank, so long as the bank does not receive word of their modification, revocation or extinction, even when an event or document that modifies or extinguishes them is on the public record or has been registered with the Official Register.

9. Notifications

9.1. Unless stated otherwise in the particular conditions, the repository of notifications from the CaixaBank online banking service digital banking and from the ATMs in the CaixaBank network shall be the agreed the communication method with CaixaBank for receiving notifications relating to Products and Services, provided that the Contracting Party has signed up for the digital banking Service or has account books and/or cards or other devices commercialized by CaixaBank or by group entities that allow ATM access. In these cases, the notifications will be made available to the Contracting party in these repositories so that he/she may consult them as many times as desired and obtain a hard copy. Notifications are considered received once they have been made available via these channels.

If, for any reason, the Contracting party does not avail of the digital banking Service or passbooks, cards or other devices that enable him/her to access ATMs, or if he/she expressly requests this, paper notifications can be sent by post to the postal address provided or to the home address recorded under personal details.

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

When in accordance with this clause, the agreed means of communication is by post, the Contracting party will be deemed to have received all notifications that CaixaBank sends out to the latest address recorded in its files. It is the Contracting party's obligation to notify of any change of address.

- 9.2. CaixaBank shall be entitled to charge the accountholder for expenses incurred in sending notifications when, by the express request of the accountholder, these are sent by a means other than the channel agreed by contract, and always when duplicates or additional information is requested.
- 9.3. In any event, whatever the communication channel agreed, and without prejudice to the applicable regulations, the Contracting party shall have fifteen days from receipt of notifications 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.
- 9.4. Any time during the term of the Products and Services, the Contracting party may request CaixaBank to provide a copy of the contract on paper or in another of the formats set forth in section 9.1.

10. Applicable law and claim procedures

10.1 The present contract is subject to Spanish law and subject to the competence of Spanish courts.

The provider of the contracted banking and payment services is CaixaBank, S.A., CaixaBank, which works in the provision of financial services, whose registered address is Pintor Sorolla, 2-4, 46002 -Valencia, NIF A08663619, registered in the Bank of Spain's Special Administrative Registry under number 2100, which is supervised by the Bank of Spain (Alcalá, 48, 28014 Madrid).

10.2 The contract holder may submit any complaints or claims related to the Products or Services to the CaixaBank Customer Support Department at the following address: Carrer Pintor Sorolla, 2-4, 46002-València. If two months have elapsed after the date when the claim was submitted and such claim has not been settled or if its admission is refused or the petition therein is dismissed, the contract holder may file the claim with the Claim Service of the Bank of Spain at the following address: Calle Alcalá, 50, 28014 Madrid.

11. Recording communications

Both parties irrevocably authorise the recording of communications that they maintain (telephone conversations, video conferences, e-mails, faxes or any other form available in the future) in connection with the operation of this contract and they may use these recordings as proof in any legal proceedings that may arise between them.

The parties may request a copy of the transcript of the content of the communications that have been recorded. Delivery of the transcripts by CaixaBank is subject to payment of the price for this service as stipulated in the rate published by CaixaBank that is registered, as the case may be, with the Bank of Spain and in effect at all times.

12. Personal data processing

Party responsible for the data processing

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

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

Purposes of the data processing

Data processing for contractual, legal and anti-fraud purposes

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

Data processing for commercial purposes

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

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

Communication of data

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

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

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

Communication of data to authorities or public institutions of other countries

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

Third-party data processing.

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

Data retention period

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

Exercising rights and filing complaints through the Data Protection Authority

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

They may also file complaints related to the processing of their personal data with the Spanish Data Protection Authority (www.agpd.es).

Communication of data to records relating to the fulfilment or non-fulfilment of financial obligations

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

13. Waiver

When the contract has been formalized by any medium remotely, the contracting party may exercise their right to waive the contract at any CaixaBank branch. Furthermore, when the contract was formalized via remote channels, the waiver may be executed via the digital banking e-banking service.

In this case, the contracting party must go to the "Personal Settings" tab, located on the top of the homepage and then select the "Waive Contracted Products" option on the right side of the screen. A form will then be displayed, in which information must be filled in on the contract to waive. In order to waive the contract, you will need the PIN2 from your coordinates card and the contract number. In particular, if the contract was executed at an ATM, the contracting party may exercise the right by selecting "Waiver of products or services", which is under the "CaixaBank products and services" option on the ATM initial navigation screen. A form will then be displayed, on which you shall have to fill in information about the contract you wish to waive. You will need your card and contract number to be able to waive the contract.

14. Cession of the contract and the associated rights and/or obligations

CaixaBank may totally or partially cede the rights and obligations stemming from the Products and Services. 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.

15. Preferential application of contractual conditions

For the purpose of the terms of this contract, the contracting party shall be understood to not hold the status of consumer when acting in the scope of their occupation or business when contracting Products and Services.

When the contracting of Products and Services is related to the contracting party's occupation or business, Bank of Spain Circular 5/2012 of June 27, Order EHA/2899/2011 of October 28 and Order EHA/1608/2010 of June 14 shall not be applicable, nor Title III or articles 30 and 32 of Law 16/2009 of November 13 or any other rule that replaces or implements it, except when their application is compulsory.

SPECIFIC GENERAL CONDITIONS FOR AT-SIGHT MONEY DEPOSIT ACCOUNT

1. Purpose, definitions and scope

1.1 Object. The purpose of this framework agreement is to regulate the opening of a demand deposit, hereinafter "the Deposit", which allows its holder to deposit cash, and renders CaixaBank responsible for its custodianship and immediate reimbursement, within the terms established therein and, when expressly agreed, to repay the balances deposited.

Furthermore, this contract establishes the conditions applicable to the rendering of payment services subject to the Deposit, to the management of the collection of certain documents, complementary services and other operations required to manage this Deposit.

- 1.2 Definitions For the purposes of this contract, a Payment transaction is any action initiated by the accountholder or by its beneficiary consisting in transferring or withdrawing funds from the Deposit; A payment order is the set of instructions that the accountholder gives to CaixaBank for the purposes of executing the payment transaction; and a Payment service subject to Deposit, also a "Payment Service" is the activity that CaixaBank performs within the framework of this contract on behalf of the holder, consisting of the execution of different types of payment transactions.
- 1.3 Scope of application The Payment Services subject to Deposit are a) cash withdrawals; b) different types of transfers charged to the Deposit; c) "CaixaBank HomePay" money transfers; d) amounts debited from the Deposit (bills) or other payment transactions ordered by the accountholder; d) cash lodgments made by the accountholder; f) lodgments of other payment orders destined to the Deposit, such as third party cash lodgments, transfers and payments.

These specific general conditions set forth the common conditions applicable to Payment Services in this framework contract and other complementary services. Prices and certain specific conditions are stated in the Annex. The conditions established in the annex for rendering of these services complement or substitute, depending on the case, the regulations contained herein. In the event of contradiction between the two, the contents of the Annex shall prevail.

2. Authorized

The accountholder may designate one or more authorized persons to carry out on his/her behalf any right or faculty deriving from the contract, including its cancellation, using the forms that CaixaBank provides for this purpose.

3. Terms and Conditions of availability of the Deposit

Provided that the conditions established herein are met, CaixaBank cannot refuse to carry out a payment transaction against the Deposit when authorized by the accountholder. Any other means of accessing the Deposit or providing consent, other than those stipulated herein, must be expressly accepted by CaixaBank.

3.1 Access to the deposit The accountholder may make cash lodgments and withdrawals, access the rest of the payment services and consult the balance and movements at any CaixaBank branch availing of a teller service or at any ATM in the CaixaBank network, to the extent that these services are available at ATMs or through the CaixaBank electronic banking service digital banking and have been contracted by the accountholder.

Furthermore, the accountholder may make cash withdrawals and consult the balance of the Deposit at ATMS of other banks in the payment system with whom CaixaBank has reached ATM use collaboration agreements, such as SERVIRED, EURO 6000 or 4B.

3.2 Means of communicating consent In order to request the execution of payment transactions charged to the Deposit or to manage the collection of bills, the accountholder must provide his/her consent by signing the applications or forms that CaixaBank provides them for this purpose, on paper or in another format, filling in the details that are required in each case or, in the case of direct debits, by signing the corresponding direct debit order.

To use ATMs it is necessary to obtain a bank book provided by CaixaBank or another payment instrument issued by CaixaBank, by CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., CaixaBank Payments & Consumer or by GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L. "MoneyToPay", and comply with the conditions of use established in the framework contracts for these instruments.

- 3.3 Available balance CaixaBank is not obliged to fulfill cash withdrawals or execute any payment orders charged against the Deposit when the available balance is insufficient.
- 3.4. Deposits in an envelope through an ATM. The contract holder may make deposits in envelopes through ATMs at any self-service terminal that allows this. If the holder chooses to use this service, the deposited amount will appear as a pending entry and will not be available until it has been counted on the closest business day after the date the deposit is made. The value date of the entry shall be the date when the cash was deposited in an envelope through an ATM and not the one the amount becomes available.

4. Common terms and conditions applicable to payment operations

CaixaBank will execute payment operations within the framework of this contract under the following conditions, without prejudice to the conditions set forth in the Annex regarding payment services subject to the Deposit and other complementary services:

- 4.1 Single code The only information or code that the party ordering the payment transaction against the accountholder's Deposit will require for its proper execution is the IBAN code, which is stated in the specific conditions. In the case of transfers charged against the Deposit, the single code required is the IBAN of the beneficiary account.
- 4.2 Reception of payment orders The time of receipt of a payment order will be the moment it is received by CaixaBank, regardless of the order in which it was processed directly by the Deposit holder or, indirectly, via the payee of the order.
- If the order is received on a non-business day, the payment order will be treated as received on the following business day. Orders received after 11 am shall be treated as received on the following business day.
- 4.3 Terms of execution Payment transactions in euros, ordered by the holder and charged to the Deposit, shall be paid into the account of the payee's payment service provider the day after the date of receipt, at the latest. This term may be extended by one business day if the payment order is initiated on paper. When the payee's payment service provider is located in a country outside the European Union, the deposit will be made within the four business days following the time of receipt. When this supplier is located in a non-EU country, the terms of execution shall be those established in each case.
- 4.4. Rejection of a payment order CaixaBank will not be obliged to execute payment orders against the Deposit when the Deposit's available balance is not sufficient or the information or single code necessary to execute the order is incorrect or incomplete. Nor will it be obliged 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. The holder shall be liable for all expenses incurred on notification of payment order rejection issued by CaixaBank, if any.
- 4.5 Cancellation When the payee initiates a payment order against the accountholders' Deposit, the accountholder cannot cancel it once the payment order or execution consent has been transmitted to the payee, without prejudice to the refunding rights stipulated in section 4.7. When the date of receipt of a payment order is arranged in advance by the parties, the accountholder can cancel the order before the end of the business day immediately prior to the scheduled date of receipt. The expenses incurred upon cancellation of the payment order shall be borne by the accountholder.
- 4.6 Amounts received CaixaBank can deduct from the amount of a payment transaction destined to the Deposit the fees and commissions charged, if any, by the accountholder for the rendering of said payment service.
- 4.7 Right to refund With respect to payment transactions charged to the accountholder's Deposit, initiated by or through the payee, the accountholder has the right to a refund in the following cases: a) if the direct debit order or charge authorization on your Deposit does not specify the exact amount of the transaction and b) if the amount of the transaction exceeds the amount the ordering party could deem reasonable taking into account prior expense guidelines, the conditions of this contract and the circumstances of the case. The accountholder can request CaixaBank to refund the transaction within a maximum period of 8 weeks from the date the funds were debited from the Deposit. CaixaBank can require the accountholder to provide information and documentation he/she considers necessary to certify compliance with the aforementioned conditions. The accountholder will not have the right to a refund when, having been informed of the payment order conditions, he/she conveyed his/her consent directly to CaixaBank at least four weeks before the date the debit entry for the payment order was scheduled. 4.8 Information on payment transactions 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 obliged by local State legislation or agreements entered into, to provide information on payment transactions to the authorities or official bodies of other EU and non-EU countries, within the framework of the standards in place to combat money laundering and the financing of terrorism

5. Responsibility for rendering the Payment Services subject to the Deposit

and other forms of serious organized crime.

5.1 Notification in the event of unauthorized or incorrectly executed payment transactions. When the accountholder becomes aware that an unauthorized or incorrectly executed payment transaction has been lodged or charged against the Deposit, he/she must notify CaixaBank without undue delay. The maximum period for making this notification shall be 13 months from the date of lodgment or charge, unless the accountholder is acting as a Consumer, in which case the period is cut to 15 days.

When the accountholder is not acting in its capacity as the Consumer, the transactions recorded in the files of CaixaBank shall be presumed to have been consented by the Deposit holder in the same terms reflected therein.

- 5.2 Correct single code CaixaBank shall not be responsible for the failure to execute or the incorrect execution of transactions attempted with an incorrect code provided by the accountholder. However, CaixaBank shall make all reasonable efforts to recover any funds, whilst any expenses incurred in this process shall be charged to the accountholder.
- 5.3 Liability for faulty execution In the event of unauthorized payment transactions or payment transactions that are authorized but incorrectly executed by CaixaBank, CaixaBank shall debit or credit, where applicable, the amount of the transaction on the Deposit immediately, reinstating the Deposit to the status it would have remained in had the unauthorized transaction not been carried out or the errors in execution not occurred.
- 5.4 Exemption from liability In any case, CaixaBank shall be exempt from liability in the event of exceptional or unforeseeable circumstances outside their control, the consequences of which would have been inevitable in spire of all efforts to the contrary, or if other legal obligations apply.

6. Conditions applicable to management of bill collections for account lodgment

- 6.1 Conditional lodgements Bills, including bills of exchange, for which CaixaBank handles collection for lodgment into the account shall not be available until effectively collected by CaixaBank in accordance with the conditions applicable in each case, even if the amount is entered into the Deposit as a credit entry.
- 6.2 Authorization for communication of non-payment of bill The accountholder authorizes the treasury entities corresponding to the documents being handled for collection so that, acting on their own behalf, in the event of non-payment, the debtors shall be notified of their obligation and authorized to provide information on the default to equity solvency and credit service providers. 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.

7. Conditions applicable to payment transactions or management of bills in foreign currency

- 7.1 Currency of the contract The currency of the Deposit is stated in the specific conditions. If not expressly stated, the Deposit shall be denominated in euros. CaixaBank shall not be obliged to render payment services subject to the Deposit or to handle the collection of bills in currencies other than the currency of the Deposit. However, when CaixaBank accepts the rendering of services that involve currency exchange, the execution term of the service shall commence from the business day immediately following the date the currency exchange can be made.
- 7.2 Exchange rates of reference If applicable, the exchange rate applicable to the currency conversion to be carried out in the rendering of payment services subject to the Deposit or the handling of bill collections shall be the official quoted exchange rate of the corresponding currency at the time of execution, plus or minus a percentage set forth in the Annex, for the conversion of the currency to euros or the conversion from euros to the currency, respectively.

The exchange rates shall be available to the accountholder at any branch of CaixaBank, on the CaixaBank website or via the CaixaBank electronic banking service, digital banking.

8. Price of the services

8.1 Price for opening and managing the deposit CaixaBank shall be entitled to charge the following fees, at the rates specified in the specific conditions:

Deposit maintenance This fee is accrued on account of the operative maintenance of the Deposit and should be paid upon accrual at the intervals established in the specific conditions or, if not specified, on a quarterly basis.

Deposit administration This fee is accrued for each entry made in the Deposit as a result of a payment transaction made or charged to the account and shall be paid at the intervals established in the specific conditions or, if not specified, on a quarterly basis. If the account holder is a legal entity, in the case of cash deposits at a teller window, the account entry will state the reason for the operation.

Currency conversion For currency conversion, CaixaBank shall be entitled to charge a currency exchange fee equivalent to the percentage stated in the specific conditions multiplied by the amount of the transaction prior to conversion. This fee shall be deducted from the amount of the transaction once the conversion is made.

Claiming outstanding amounts: SEE COMMUNICATION.

- 8.2 Price for rendering of payment services subject to the deposit and other additional services For the rendering of payment services and other additional services the fees applicable are stated in the annex. These fees are independent to those stated in section 8.1 and shall be accrued upon execution of the payment transaction requested or the service rendered.
- 8.3 Fee charging Any fee accrued under this framework contract shall be charged against the Deposit.

9 Interest and valuation standards

- 9.1 Interest Balances payable to the accountholder shall generate interest as established in the specific conditions, as follows:
- to) Calculation by daily balance: Interest = (Daily balance exemption) x Annual nominal rate / (Calendar days of the year x 100).
- b) Calculation by average balance: Interest = (Average balance of the period or fraction thereof exemption) x Annual nominal rate x Calendar days or fraction thereof in the period / (Calendar days of the year x 100).
- c) Calculation by average balance tranche: Interest = Sum of the interest corresponding to each tranche of the balance. Calculation of interest of each tranche: Average balance of the period in the tranche x Annual nominal rate of the tranche x Days in the period / (Days of the year x 100).
- If stated as "Minimum balance condition", the interest rate agreed can only be applied if the average balance exceeds the minimum amount indicated. For the purposes of calculating interest, lodgment and withdrawal entries shall be valued based on the valuation standards stated herein, in accordance with the stipulations of prevailing legislation.
- 9.2 Valuation standards For the purposes of calculating interest, the value date of the lodgments made into the Deposit shall not be after the business day upon which the amount of the transaction was received by CaixaBank; the value date of the charges into the Deposit shall not be before the date the transaction is debited; the value date of the amount lodged into the account corresponding to the documents being managed shall be the date on which these are effectively collected.

10. Overdrafts

10.1 Implicit overdrafts

CaixaBank is not obliged to process payment orders if there is insufficient available balance in the Deposit. Nevertheless, at its discretion, it may permit such orders to be debited, resulting in the Deposit becoming overdrawn and the cost indicated in the section "Price of the overdraft service" of the next clause being applied.

In the event of an overdraft being generated, the account holder should correct the overdraft situation immediately, without the need for any requirement to be sent to them.

10.2 Family Nómina overdrafts and Family overdrafts

10.2.1 Description of the overdraft service: If the account holder has their salary directly deposited into their account or into this on-demand deposit account and/or they meet the requirements set out below, CaixaBank may offer them the Family Nómina overdraft service (when the Account Holder has their salary directly paid into the deposit in question) or the Family overdraft service (when the Account Holder does not have their salary directly paid in to this deposit but they meet the rest of the established requirements), as applicable, which hereinafter will be referred to as "the Service". This will allow the Account Holder to draw down on their deposit in excess of the balance held in it, up to the limits indicated in each case in the specific conditions and for the uses indicated. The provision of this service to the Account Holder is discretionary for CaixaBank. However, once granted as a result of the account holder meeting the access requirements, CaixaBank undertakes to process payment orders to be charged to their account, even when there is insufficient balance, provided that the Account Holder continues to meet the access requirements and does not pass below the limits indicated.

For the purposes of accessing the Family Nómina overdraft service, a salary will be understood as a regular payment that the account holder receives as payee, either in virtue of an employment relationship or as an employee of the state, and the amount of which is at least the Minimum Wage (in Spanish, the SMI). This payment must also be deposited into the on-demand deposit account in question, by means of a salary or pay-check bank transfer that is ordered or issued directly by the payer of the salary.

If there is more than one Account Holder who has their salary directly paid into this on-demand deposit account, for the purposes of calculating the overdraft limit, the amounts received by both account holders as salary will be added together. If there are also Account Holders who enjoy specific conditions for certain groups, in accordance with the criteria established by the bank, the overdraft limit will be calculated by adding together all the amounts received as salary by the members of such groups and, separately, all those received by any holders who do not meet this condition, and the higher of the two sums will be taken as the overdraft limit.

In the event that the same Account Holder has more than one salary directly paid into this on-demand deposit account by different employers, the sum of both incomes will be taken into account for the purposes of calculating the overdraft limit, up to a limit of three thousand euros (€3,000).

10.2.2 Requirements for accessing the service: The requirements that the Account Holder must meet are as follows:

- a) Be an individual
- b) Have been a customer of the bank uninterruptedly for at least the last three (3) months prior to the date of the first overdraft transaction.
- c) Be up to date in complying with any obligations contracted with CaixaBank.
- d) Not have requested, nor the bank have accepted, the refinancing of their payment commitments with CaixaBank.
- e) Have, and continue to have, bills paid out of the deposit by direct debit and/or hold a debit card with CaixaBank Payments & Consumer.
- f) Any other condition established or which may be established in the particular terms and conditions.
- g) Additionally, in order to access the Family Nómina overdraft service, the Account Holder must have, and continue to have, their salary directly paid into this on-demand deposit account, which is not associated with any credit account contract, without any special conditions agreed for using the overdraft other than those set out in this section. Furthermore, the balance of this deposit must not have been frozen, neither partially nor in full, and the credit rights of the deposit must not be pledged as a guarantee for any obligations contracted either with the bank or with third parties.

In cases involving specific conditions for certain groups, determined in accordance with the criteria established by the bank, the Account Holder must continue to qualify as a member of the group in question in order to enjoy such specific conditions. Losing this status will result in the automatic loss of the possibility to carry out overdraft transactions in the terms set out in the specific conditions for certain groups. This does not affect the Account Holder's ability to carry out overdraft transactions, as intended for Account Holders who do not belong to such groups, if the conditions set out in this section are met.

10.2.3. Uses for the overdraft: The overdraft may be used for any of the following purposes:

(i) To make cash withdrawals: overdraft cash withdrawals may be made from this on-demand deposit account, both at CaixaBank ATMs and at any of the bank's branches that have a cashier service. Transfers will also be permitted, as will debit card payments charged to the cash withdrawal limit. In the case of transfers, these may also be carried out through the digital banking service CaixaBankNow, if the Account Holder has signed up for this service.

(ii) To pay direct debit bills that are charged to the deposit.

Overdraft transactions used to make repayments on loan or credit facilities granted by CaixaBank, or to service any other payment obligations contracted with the bank, will not be permitted, nor will any overdraft transactions to pay bills charged by other financial institutions that grant loans.

The maximum available limit for each use of the overdraft (cash or bill payment) is established in the specific conditions of the contract. When the limit fixed for bill payments has been completely drawn down, the overdraft limit will be considered used up and, therefore, it will not be possible to carry out overdraft cash withdrawals. Furthermore, the amount of any cash withdrawals made against the overdraft will be deducted from the limit available for bill payments.

When the Account Holder refunds the amount of the overdraft that has been used, the overdraft limit will automatically be reinstated by that amount, i.e. the available amount will increase again by the amount reimbursed, up to the maximum limit established at any given time.

10.2.4 Cancellation of the service: The Account Holder may cancel the service at any time. The cancellation request may be made in writing, addressed to CaixaBank, and may be filed at any branch open to the public.

10.2.5 Duration of the overdraft service: The service is for an indefinite term. Therefore, as long as the Account Holder meets all the access requirements and none of the parties has informed the other of their desire to discontinue the service, overdraft transactions will be permitted up to the limit and for the uses established in the specific conditions of the contract.

Nevertheless, overdraft transactions that exceed the balance of the deposit will not be permitted when the Account Holder:

- a) Stops having their salary directly paid into this on-demand deposit account, if the overdraft made available is the Family Nómina overdraft.
- b) Associates this demand deposit account to a credit account contract.
- c) Agrees special conditions to carry out overdraft transactions in the deposit in question other than those agreed in this section.
- d) Has the balance of this demand deposit account subject to an attachment, regardless of the attaching creditor.
- e) Pledges the credit rights derived from this on-demand deposit account as a guarantee for obligations contracted with the bank or third parties.
- f) Has requested, or the bank has accepted, the refinancing of their payment commitments with CaixaBank.
- g) Stops having bills charged to the deposit account by direct debit and/or the Debit card contracted with CaixaBank Payments & Consumer.
- h) Fails to fulfil any requirement established or that may be established in the future in the special conditions.
- i) Is not up do date in complying with any obligations they have contracted with CaixaBank.
- j) Sees a deterioration in their solvency or payment capacity, or when there is a change in the circumstances that were taken into account when the overdraft was granted.

Any of the circumstances considered in letters a) to h) will result in the automatic loss of the ability to carry out overdraft transactions in the terms set out in this section. In the case of the circumstances set out in letters i) and j), the bank will inform the Account Holder of their loss of the ability to carry out overdraft transactions in the terms set out in this section. The parties expressly agree that any communications to inform the Account Holder in this way may be carried out by any of the means agreed in this deposit contract, as well as through the short message or SMS service, which is available on the Account Holder's mobile phone, where this means of communication and the communications repository of CaixaBankNow are preferred to any other means that may be agreed.

In addition, if there is more than one Account Holder with their salary paid into this on-demand deposit account, the death of any of them will result in the automatic loss of the ability to carry out overdraft transactions in the terms set out in this section for the aforementioned joint holders or holders.

- 10.2.6 Modification of the conditions applicable to the overdraft: CaixaBank may modify the conditions of the service or may cancel the service, even if the circumstances indicated in the previous section do not arise, by informing the Account Holder with one (1) month's advance notice prior to the change or cancellation of the service coming into effect. The Account Holder will be informed in this way by letter, sent to the correspondence address agreed in this contract.
- 10.2.7 Price of the overdraft service: Overdraft transactions are not free of charge, and carry a cost for the Account Holder. CaixaBank may charge the account holder the following amounts, with the frequency and other parameters indicated in the specific conditions:
- a) the price of the service of opening an overdraft, calculated as the greatest overdraft balance of the deposit in each settlement period, which under this contract is quarterly. This amount will be settled at the end of each calendar quarter and will be charged to the deposit. This amount will be collected by charging the overdraft, regardless of the amount of time the deposit remains overdrawn in each quarter.
- b) overdraft interest charges, calculated on the daily balance and based on the 360-day business year (daily overdraft balance x annual nominal rate / (360 x 100), will accrue daily and will be settled quarterly. The applicable nominal rate is indicated in the special conditions.
- c) Claiming unpaid amounts: SEE COMMUNICATION.

Such sums will be charged to the on-demand deposit account itself.

10.2.8 APR of the overdraft service: The APR is a percentage that reflects the cost of the service. The APR is indicated in the specific conditions, together with the overdraft interest rate and the price of opening the service.

The APR in this contract has been calculated on the basis of a transaction with the same characteristics and conditions as those indicated in the specific conditions, and in accordance with the provisions of appendix I of Act 16/2011 of 24 June regarding consumer credit contracts. As a result, taking into account the fact that the service is for an indefinite period, the APR of the contract has been calculated based on the assumption that the service is for a three-month period, as indicated in the regulations.

10.2.9 Consequences of failing to repay the overdraft: The Account Holder must repay the overdraft immediately, without the need for CaixaBank to send them any requirement. If the Account Holder has used the service and the overdraft is not reimbursed immediately or, where applicable, with the deposit of the following salary payment, CaixaBank may demand the overdraft balance through whatever judicial or extrajudicial means it considers necessary, and in any case it may offset the overdraft against the client's other balances, as set out in this contract. In this case, CaixaBank will not be obliged to allow the client to use the service, and it will inform the Account Holder of this by the means agreed in this contract.

11. Additional conditions for passbook customers

When the accountholder has contracted the Deposit with a passbook option, the following additional conditions shall apply:

11.1. Nature and functionalities CaixaBank shall furnish the accountholder with a passbook upon entering into the contract. The passbook is non-transferrable. Only the contract signatory can use it. "CaixaBank can require that the customer present the passbook in order to allow withdrawals or accept lodgments by the holder. In these cases, the recording in the passbook of the amount withdrawn shall imply the accountholders full agreement with the transaction performed.

The accountholder may access the payment services subject to the Deposit, obtain information and update the passbook at CaixaBank ATMs or at any similar device provided by CaixaBank, by entering the PIN provided by CaixaBank.

CaixaBank shall have the right to charge a fee for issuing the card, as stated in the specific conditions.

11.2 Replacement, removal and duplication CaixaBank reserves the right to substitute the passbooks for other mediums that incorporate the same or enhanced functionalities, or to restrict or remove the operability of issued passbooks, by notifying the contract holder of its decision with at least two months notice of the date the change will come into effect.

Passbook duplicates shall be issued fifteen days after application. CaixaBank may limit the issuance of passbook duplicates to a specific number per contract. In any event, the expenses generated on the issuance of passbook duplicates shall be charged to the accountholder.

- 11.3 Conservation and safekeeping The accountholder is responsible for the conservation of the passbook and shall take reasonable measures to: keep the PIN number secret at all times, refraining from writing the number on the passbook or any document that may be stored alongside it, and avoid the use of personal details (dates of birth, phone numbers, etc.) based on which the PIN number could be easily guessed; and to avoid robbery, forgery or loss of the passbook. In these cases or others in which the personal identification number becomes known by other persons against the passbook holder's will, he/she must notify CaixaBank immediately as soon as it becomes known. This notification can be made at any time by calling the CaixaBank freephone service set up for this purpose on 900 40 40 90, as announced on the noticeboards of all CaixaBank branches, on www.CaixaBank.es in the area reserved for this purpose. When the accountholder requests a refund of the payment order amount, he/she shall have to do so in writing, duly signing the application, and within the stated term, indicating the reason for the refund request and attaching a copy of the corresponding report filed with the competent authority in the case of unauthorized payment orders, or, in other cases, the documents and informating supporting their claim.
- 11.4 Liability In the event of unauthorized payment transactions resulting from the use of a stolen or lost passbook, the accountholder shall be liable for any losses incurred until such time as CaixaBank receives notification in the terms set forth in section 11.3, up to a maximum of 150 euros or the legally established amount. The accountholder shall not be liable for any economic loss caused by use of the passbook after said notification is received. The aforementioned limited liability shall not apply when the accountholder is not operating in his/her capacity as a Consumer.

Under no circumstances shall CaixaBank be liable to refund the amount of unauthorized or incorrectly executed payment transactions, nor shall the limit of liability established in the above paragraph apply when the accountholder has acted fraudulently or failed to comply deliberated or due to grave negligence with the conditions established herein governing the use of the passbook and, in particular, the contents of section 11.3

- 11.5 Temporary blocking CaixaBank reserves the right to temporarily block the use of the passbook when one or more objective circumstances concur that could reasonably suggest: to) that the security of the passbook as a payment instrument has been compromised; b) that the passbook may have been used fraudulently or without authorization. In such cases, CaixaBank shall notify the accountholder that the passbook has been temporarily blocked and state the reasons for this decision. Wherever possible, this notification shall be made in advance using the communication channels agreed with the accountholder, otherwise, notification will be made immediately after the block, unless there are objectively justified reasons to believe that notification could compromise security, or it were against any other regulatory provision.
- 11.6 Disagreements among joint holders In the event of multiple holders, should one holder claim that the passbook has been withheld from them by another holder, CaixaBank may access and withhold all or part of the balance. In such a case, no debit entries can be made against the withheld sum, except for debts with the entity itself, seizures or bankruptcy proceedings. The block will be upheld until the claiming party drops the objection, the accountholders resolve their differences by mutual agreement or the legal authority determines how to proceed.

12. Deposit guarantee fund:

The deposits held by CaixaBank are guaranteed by the Deposit Guarantee Fund (C/ José Ortega y Gasset, 22 - 5ª planta, 28006 Madrid; phone: +34 91 431 66 45; email address: fogade@fgd.es; website: www.fgd.es) stipulated by Royal Decree-Law 16 of 14 October 2011. The

amount guaranteed is €100,000 per depositor in each credit institution. The outstanding debts of the contracting party with the credit institution will be taken into account to calculate the reimbursable amount.

GENERAL CONDITIONS SPECIFIC TO SUBSIDIZED ACCOUNTS AND SERVICUENTAS

1. Definitions

For the purposes of the stipulations of this contract, the following expressions will have the meaning as indicated below:

a.- Related Contracts: Contracts for at-sight deposits, open line, credit, debit or other cards, which, under this heading, are indicated in the specific conditions. When, on identifying any of the Related Contracts, "to be determined" or a similar phrase is expressed in the specific conditions, the holder may designate the contract in the future, with the permission of CaixaBank, and without it implying a variation on the agreed global price.

Should any of the Related Contracts be cancelled, the holder and CaixaBank may, by mutual agreement, and thereafter, replace it with another contract subject to the terms resulting from the specification of the Included Services.

b.- Account holder: customer contracting the account, conventionally designated as the account holder, even if the account is held by several people, in which case it will be understood that their rights and obligations are indivisible, unless otherwise indicated in the corresponding Special Conditions. In particular, any of the account holders, if there are several, may indistinctly, acting alone, cancel the contract in advance, exercise the account holders' faculties relating to the designation or substitution of the related contracts, or order the conversion of the account from one modality of ServiCuenta to another, as available at any time.

The loss of the position of holder of the related demand deposit (of all of them, should there be several) will necessarily imply the loss of entitlement to the present contract.

- c.- Associated deposit: The money demand deposit included among the Related Contracts. If there were various related demand deposits included, the associated deposit will be, among these, the one specifically pointed out as such in the specific conditions; If this were cancelled, apart from a contrary agreement the first of the existing ones will automatically become an associated deposit, unless the holder designates another among the aforementioned.
- d.- Pension. Regular frequent income that the customer receives for retirement, widow/widowerhood or disability from a public agency, such as National Insurance or any other with authority in this field, or derived from a system of social provision of which the customer was a beneficiary. and. Salary. Regular frequent income that the customer receives by virtue of an employment relationship as an employee or from an administrative relationship.
- f.- Direct deposit of pension. Monthly deposit of the pension in a demand deposit included among the related contracts specified in the Special Conditions, by direct banking transfer ordered by the payer, specifying that it is a pension.
- g. Direct deposit of salary. Monthly deposit of the salary in a demand deposit included among the related contracts specified in the Special Conditions by direct salary transfer ordered or salary cheque issued directly by the payer of the salary.
- h.- Included Services: Bank services, expressed in the specific conditions, inherent or connected to the Related Contracts, and, as the case may be, other possible services indicated in the specific conditions, which, during the lifetime of this agreement, are within the limits regarding the amount, number of operation, period or any others established, as the case may be, for each type of Service in the specific conditions. To this end, when a number of operations per period is expressed, those that are unused may not be accumulated to other periods and, in any event, will be calculated chronologically.

The following will not be considered included: (1) services inherent to contracts other than the Related Contracts, or those derived from their operation, unless there are express and specific indications to the contrary in the specific conditions; (2) the domiciliation service for bills when the issuer is a financial institution; (3) the services to be paid by direct debit or to be charged to a demand deposit that do not form part of the Related Contracts.

2. Object

By way of complement to the agreement in the Related Contracts, CaixaBank and the holder have agreed the establishment of a global or fixed price for the set of Included Services, the payment of which allows these to be used at no additional cost except, as the case may be, costs that are passed on (mail, etc.) not expressly excluded in the specific conditions.

The provision of operations or services that exceed any of the limits established for the services included will not be governed by this document and will thus involve the payment of the charges specified in the relevant contracts or, when they are not included in these, the charges currently in force, as published on the CaixaBank website.

The resulting agreements and conditions that govern the Related Contracts will remain unaltered, under their own terms, and without them, in particular, conditioning or limiting in any way the powers that correspond to the holder and CaixaBank to cancel these contracts, or the free discretion of both parties with regard to the establishment, as the case may be, of future contracts.

3. Use of the Included Services

The Included Services may be used by the holders of the respective Related Contracts, directly or through representatives or agents, subject to the terms and conditions that apply to each service.

4. Price of the Services

The total price of the Included Services, as well as the periodicity of payment is indicated in the specific conditions. The price will be paid, in advance, by debits in the at-sight deposit account and indicated in the RELATED CONTRACTS section of the SPECIFIC CONDITIONS.

The first debit will be charged on the 1st day of the month following the formalization of the contract, for the corresponding fraction of the period, and the following debits will be charged on the first day of each of the successive periods stipulated.

In the event of a lack of balance available in the associate deposit, the debit of the price of the services may be made in any of the at-sight money deposits included among the related contracts and, failing a balance in these, in any others in which any of the holders of this contract has borrowing powers in their own name.

The Included Services that are not consumed or used will not lead to any reduction in the price, which will be paid in full, irrespective of the customer using or not using the right to use, up to the established limits, the Included Services and, as the case may be, despite the early cancellation of this contract or of the Related Contracts.

The provisions of the previous paragraph is the essential reason for this agreement, as the price has been set in a global or fixed manner and not at a certain amount for each unit of the various services. However, in the case of the ServiCuenta CaixaGiros, should any of the destination countries in the specific conditions cease to be available, the holder, within the 15 calendar days following CaixaBank's communication about this circumstance, may cancel the contract early with the right of return of the proportional part of the price for the part of the period paid remaining at the time of this unavailability.

During the lifetime of this agreement, the charges or prices, which, as the case may be, have been agreed in the Related Contracts for the Included Services will not be accrued in favour of CaixaBank, understanding that this cost is included in the global price stipulated in this agreement, without prejudice to their becoming automatically enforceable again, thereafter, in the event of the cancellation of this agreement and that will, in any event, continue to be enforceable should they exceed the limits set for the Included Services. The prices of these services,

when they are frequent and correspond to periods in progress when this contract is entered into, will be settled on the first debit date of the price of the service established through this contract and paid in favour of CaixaBank - for the elapsed and unpaid period - or of the holder - for the period not elapsed and paid in advance - as the case may be, the resulting amounts.

Similarly, the prices of these services, when they are frequent and correspond to periods in progress at the time when this contract is cancelled, will be settled within the month that follows this should they correspond to services payable for advance periods, or on the next settlement date established in the contract from which they are derived when they correspond to services payable for expired periods.

5. Duration, modification and cancellation of the contract

- 1. The present contract is valid for an indefinite period. Either party may discontinue it without justification by giving the other party at least one month's advance notice in writing. Either party may discontinue the agreement without prior notice if the other party fails to comply with the obligations arising from it.
- 2. CaixaBank may modify the conditions of this agreement giving one month's advance notice of any such modification, or, when the account holder does not qualify as a Consumer, giving reasonable advance notice of any modification, via its publication on the bulletin board in its branches or on the CaixaBank website, or using any other legally recognized means. Notwithstanding the above, any modifications that are advantageous to the account holder may be applied with immediate effect. If the account holder does not wish to accept the modification, he/she will have the right to cancel the contract, notifying this before the date on which it would be applicable. In this case the account holder will still be required to settle any pending amounts payable.

6. Conditions applicable to contracts with non-consumers

- 1. For the purposes of this contract it will be understood that the account holder does not qualify as a consumer if the products and services are contracted in connection with the account holder's business or professional work.
- 2. When the products and services are contracted in connection with the account holder's business or professional work, the following will not be applicable, unless they are legal imperatives: Bank of Spain Circular 5/2012, of June 27, Order EHA/2899/2011, of October 28, Order EHA/1608/2010, of June 14, Chapter III and Articles 30 and 32 of Law 16/2009, of November 13, and any other regulation that replaces or expands on them.

7. Special entry into effect, permanence and gratuity conditions

The ServiCuenta types indicated below always require the account holder's compliance with the following conditions to enter and remain:

- 1. Regardless of type: compliance with any of the conditions indicated, where applicable, in the Specific Conditions. When there is a minimum balance condition, and unless indicated otherwise, it shall be understood to refer to the maintenance by any of the account holders of the minimum monthly average indicated, for liability products (demand deposits, term deposits, etc.) and/or asset products (loans, credits, etc.).
- 2. All the methods that include in their name the expression "payroll": salary or public pension of any of the card holders paid by standing order into a demand deposit included among the related contracts indicated in the Specific Conditions.
- 3. ServiCuenta Comercio: the life of at least one contract of affiliation to card payment systems (commerce contract) agreed on between the card holder and CaixaBank and likewise the life of the standing order of operations derived from said contract in the associated deposit.
- 4. ServiCuenta Cuenta Cero:
- a) Domiciliation in the at-sight deposit account indicated in the RELATED CONTRACTS section of the SPECIFIC CONDITIONS alternatively one of the following 3 options:
- The salary: with the minimum amount, as the case may be, indicated in the specific conditions.
- The pension: with the minimum amount, as the case may be, indicated in the specific conditions.
- Payment of the contributions of the special system for self-employed workers, maritime workers or of contributions to professional social welfare funds alternative to the National Insurance system for self-employed workers or freelancers, as of the second month following that of the date of signature of this contract, together with frequent minimum amount contributions, as the case may be, indicated in the specific conditions. In the case of social welfare funds, contributions must be made at least every three months.
- b) The use by the holder of self-service devices or digital channels (digital banking and ATMs) for operations likely to be carried out this way. This condition will be considered unfulfilled if the holder requests that operations that can be carried out through digital channels, such as payment of bills or taxes, cash deposits, transfers or transmissions, requests for chequebooks, requests for statements, balances, positions, etc. be carried out at CaixaBank branches.
- c) The validity of the contractual consent of the holder for all communications derived from the related contracts is realised by being made available through the digital banking service.

Non-fulfilment of any of the conditions referred to in this section will authorise CaixaBank to charge the price of the service indicated in the Specific Conditions.

CaixaBank may, at its discretion, expressly or tacitly release the holder from the fulfilment of any of the entry into effect or permanency conditions.

In the event of failure to comply with any of the conditions in the above sections, CaixaBank may proceed to the early cancellation of the contract.

8. Conversion to another ServiCuenta type

The account holder, by mutual agreement with CaixaBank, may choose to convert the ServiCuenta type contracted into any other ServiCuenta type available at the time. For these purposes, the account holders, if there are a number of them, shall, should they exceed their joint and several powers, be reciprocally entitled so that any of them may sign the new conditions that apply.

Furthermore, all the types which include the expression "salary" in their name shall automatically convert into the respective type that includes the expression "asset" in their name instead of "salary", effective as of the following month, as soon as there is proof of breach of the obligation to organise the salary to be paid in by standing order. Such a conversion will also operate in the opposite sense if any of the account holders should arrange for their salary to be paid by standing order into a demand deposit included among the related contracts indicated in the Specific Conditions and the ServiCuenta in force was any of the ServiCuenta Activa types.

The automatic conversion anticipated in this clause does not apply to ServiCuenta Cero types.

9. Advance cancellation

Cancellation of a demand deposit included among the related contracts indicated in the Specific Conditions - that of all the deposits if there are various - will involve the automatic and early cancellation of the present contract, unless it had been agreed at the same time to replace it with another deposit.

Similarly, the present contract may be cancelled early at the request of the account holder, at his or her discretion, or by CaixaBank, in the case of breach of the holder's obligations derived from same or non-compliance with the conditions of remaining or continuing, where applicable, according to the terms indicated when the system governing them was established.

Place and date			

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

A. DESCRIPTION OF CERTAIN PAYMENT SERVICES SUBJECT TO THE DEPOSIT

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

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

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

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

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

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

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

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

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

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

	PRICE			
SERVICE	%	fixed or minimum	COMMENTS	
DEPOSIT STATEMENT				
additional, for the current year or for previous years			by month or fraction	
with frequency other than monthly		3,00€	by statement	
DOMESTIC AND EU TRANSFER (1) ISSUE:				
Standard transfer: charged to the account immediate transfer	0,40%	3,95 €	with incomplete or incorrect details: 0.55% minimum 19.00 € A supplement of € 1.99 (individual) or € 4.05 (legal entity) is added to the price of the standard transfer service and is charged to the account	
Standard transfer: standing order same day transfer value	0,30% 0,50%	2,75 € 6,00 €	by transfer; with the requested frequency and the same details delivery of funds to the banking institution of the payee on the same day of the order	
urgent transfer via the Bank of Spain		20,00€	immediate transfer of funds through open accounts in Banco de España	
notification sent to beneficiary by sms or by email individual to a deposit in CaixaBank of another holder (transfer) incident management RECEIPT:	0,025 %	0,30 € 0,80 € 25,00 €	l :	
with payment into account (> 25.000 €)	0,25%	3,00€	when the recipient is a legal person	
INTERNATIONAL TRANSFER (2) (3) ISSUE:				
charged to account - shared expenses	0,60%	15,00€	with incomplete or incorrect data: 0.65% minimum 18,00€	
charged to account - applicant expenses	0,70%		with incomplete or incorrect data: 0.80% minimum 36,00 €	
individual to a deposit in CaixaBank of another holder (transfer)	0,025%	0,80€	·	
CaixaBank HomePay			consult branch	
SWIFT expenses		15,00€	expenses for SWIFT receipt acknowledgement 3,00 €	
incident management		25,00€		
RECEIPT:				
paid into account	0,40%	15,00€	with incomplete or incorrect data: 0.50% minimum 18,00€	
PAYMENT LETTER ISSUE with transfer receipt		2,00€		
with cheque	0,30%	2,00€	also includes bank cheques and promissory notes	
CURRENT ACCOUNT CHEQUES AND PROMISSORY (€				
deposit into account other-bank check	0,30%	3,00€	not standard: 0.30% minimum 7,50 €	
return	4,50%	18,00€		
bank cheque issue	0,40%	10,00€		
accepted (registered)	0,40%	6,00€		
fuel cheque payment		2,50€	by cheque / cheque book request: 10,00 euros €	
request promissory note check book for current account			per book	
promissory note book sent to address		4,00€		
RECEIPTS - Direct debit				
non-payment order		2,00€		
order to return paid receipts		3,00€		
FOREIGN CURRENCY	1.000/	20.00.6		
purchase/sale of notes (> 3.000 €) deposit check drawn on foreign bank (currency)	1,00%	30,00€	cheque return: 2.00% minimum 18,00 €	
	1,00%	18,00€	Cheque return. 2.00% minimum 10,00 €	
issue check in foreign currency	1,00%	10,00€		
CERTIFICATES standard		15.00 €	ebt, complex and audits: 35,00 €	
non residency		25,00€	obt, complex and addition co,co c	
DUPLICATES		,		
communiqués		6,00€	previous years: 10,00 €	
last year tax communiqué savings books		1	filed loss	
-		3,00€	11104 1033	
OTHERS custody of documentation or savings books in branch		12 00 €	quarterly	
processes in other places		24,00€	944.55117	
cash count (for depositing into non-consumer deposit accounts)		6,00€	for every 500 units or fraction; maximum 20% amount deposited (applicable if the count exceeds 200 units)	
accounts,			y	

⁽¹⁾ includes domestic transfers in addition to all foreign transfers between EU member states regulated by European Regulation CE924/2009 (in Euros, Swedish krona or Romanian leu).

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