

1. Purpose

This Framework Contract governs the provision to the contracting establishment (hereinafter the "Establishment") of the **card payment service** belonging to the means of payment systems or card brands with which Comercia Global Payments is associated (hereinafter "the Payment Systems"), directly or through CaixaBank, and, specifically, sets out the terms and conditions in which Comercia Global Payments (a) will process the payment transactions for the acquisition of goods and/or services initiated with cards through the Point of Sale Terminal (hereinafter, "POS terminal") or the Virtual POS terminal that the Establishment has in service and (b) will pay the amount into the associated account after deducting the commission or price of the indicated service, provided the transaction has been effectively carried out by the cardholder and the obligations provided for in this Contract have been fulfilled by the Establishment. Comercia Global Payments may make the additional services listed in clause 23 available to the Establishments.

The content of this Contract is complemented by the standards and instructions that Comercia Global Payments establishes, issues or refers to regarding the security of card data and the payment transactions processed and subsequent modifications thereto, as well as those relating to the technical instructions regarding the operation of the equipment necessary to accept card payment and subsequent modifications thereto, (hereinafter the "Security and Operational Standards"), to which the Establishment is bound. In particular, the following standards are considered "Security and Operational Standards": the Payment Card Industry Security Standards (hereinafter the "Payment Card Industry Standards") issued by the Payment Card Industry (PCI) Security Standards Council (including, but not limited to, the Data Security Standard for Payment Applications); the operational and security regulations established by Payment Systems and subsequent modifications thereto (hereinafter, the "Payment Systems Regulations"), said Payment Systems Regulations can be found on the web pages of Comercia Global Payments. (https://www.comerciaglobalpayments.com/informacionclientes_es.html)

Comercia Global Payments will inform the Establishment of its association with new Payment Systems or card brands in due time.

Furthermore, the Establishment agrees that the content of the Payment Systems Regulations and the Payment Card Industry Standards will be modified as they are updated in the aforementioned links and web pages, which the Establishment undertakes to check periodically.

2. Specific conditions of the face-to-face sale service

2.1.1 Procedure

When the Establishment is presented with a card from one of the associated payment systems, it must proceed as follows:

- Visually check that the card does not show signs of having had its data tampered with. If in any doubt about the authenticity of a transaction, the Establishment should not accept the card.
- Strong Customer Authentication (SCA) has been introduced in order to further secure transactions carried out electronically. When the Establishment intends to initiate a transaction, Comercia Global Payments will require the cardholder to use two authentication items, that is, an additional item to the reading of the card, such as, for example: PIN, biometric methods, etc. In certain cases, the card issuing entity may exempt application of the second authentication item.
- The Establishment must previously obtain the authorisation of the card issuing entity for all transactions. The authorisation only confirms the availability of credit or funds and that the card in question has not been declared lost or stolen at the time of the transaction. Obtaining an authorisation does not guarantee the payment. If the card issuing entity does not grant authorisation, the Establishment must not process the transaction.

Deliver a copy of the sales receipt to the customer and, in cases where a signature is required, it must be kept for twelve (12) months by the Establishment and made available to Comercia Global Payments.

2.1.2 Special procedures

In cases in which the Establishment proceeds without obtaining prior authorisation for the transaction from Comercia Global Payments, the responsibility for its successful completion rests entirely with the Establishment, with Comercia Global Payments being entitled to proceed with its reversal.

2.1.3 Reversal or chargeback of transactions

To carry out a reversal or chargeback of a transaction, the Establishment must carry out the same steps outlined for the sales transaction, typing the reversal or chargeback into the terminal, following the instructions received in this regard.

2.1.4 Payment of the invoiced amounts

The total amount (sales and services minus reversals or chargebacks) of the transactions processed up to the closing transaction will be paid into the associated account.

3. Special conditions of the service for non-face-to-face or remote sales.

A remote or non-face-to-face sale is understood to be any transaction for the sale of products or services carried out without the buyer being physically present in the Establishment, such as mail, telephone, Internet. Only transactions carried out with cards that meet the security requirements that Comercia Global Payments establishes at any time at

its sole discretion will be accepted by Comercia Global Payments for processing and settlement.

3.1 Conditions specific to remote transactions:

The Establishment may carry out remote sales transactions over the Internet only when specifically authorised by Comercia Global Payments.

When the Establishment intends to initiate a remote transaction, Comercia Global Payments will require the cardholder to use two authentication items, such as, for example: passwords, biometric items, among others. In certain cases, the card issuing entity may exempt the application of the authentication items.

Every Establishment that carries out remote sales transactions must manage payments providing strong customer authentication (SCA) for the holder.

3.1.1 Any transactions initiated electronically and remotely by the cardholder must be authorised and the Establishment understands that otherwise the Payment Systems may impose fines on the Establishment that it undertakes to pay.

3.1.2 The Establishment must allow SCA, use the authentication protocols of the Payment Systems and any other security protocol ordered by Comercia Global Payments, identifying their use in transactions in accordance with the standards of each Payment System.

3.3.3 On its website, the Establishment must present its customer data security/privacy policy, security capabilities and its card payment data transmission policy, as well as the address of its registered office.

3.2 Specific conditions for transactions over the payment platforms marketed by Comercia Global Payments

3.2.1 Through the payment platforms (they allow authorisation of remote payments in shops), purchases can be made electronically with a card whose conditions are governed by this Contract. In addition, purchases may be made with other means of payment that will be governed by the applicable conditions of the corresponding contracts in accordance with the means of payment selected by the cardholder.

Comercia Global Payments acts solely as a provider of the Platform and the services associated with its use, granting the Establishment a non-transferable and non-exclusive licence to use them, limited to the duration of this Contract. The Establishment will only use the distinctive signs of the Platform for its promotion and use. The Establishment may not refer to Comercia Global Payments as an entity linked to it, its activity or the offer or sale of its products and/or services, nor shall it make any mention that may lead to error, misunderstanding or deception. The Establishment will hold Comercia Global Payments harmless from any claim and will assume all expenses derived from its activity, from the offer, sale or delivery of its products and/or provision of its services.

4. Other general conditions that affect both the face-to-face and non-face-to-face sales service

4.1 Obligations of the Establishment

The Establishment undertakes to:

- Refrain from using the card payment acquisition service to carry out transactions that are not commercial in nature or that, although they are, are not included within their activity or regular business as declared in the specific conditions. In particular, the use of the service on behalf of third parties or for the processing of transactions related to goods and services provided by third parties is prohibited.
- Comply, at all times, with the legal regulations applicable to the marketing of its products and/or services, including the codes of conduct to which it adheres, having all the administrative authorisations necessary to carry out its activity and adopt the technical and organisational measures that for regulatory requirements or reasons of prudence are appropriate and sufficient to guarantee such compliance in a reasonable and continuous manner. In particular, the Establishment must strictly observe all the regulations for the protection of consumers and users and for advertising.
- Refrain from offering products and services that do not meet all the requirements of legal regulations or whose trade is illegal. Not process transactions or submit invoices to Comercia Global Payments that are illegal. Refrain from distributing content or articles that: 1) may incite violence or discrimination for any reason 2) violate children's rights or harm the normal development of a child's personality 3) consist of gaming activities such as casinos, bingo halls, etc. on the internet 4) are sexually explicit or 5) infringe the good name or reputation or are contrary to the codes of conduct/ethics of CaixaBank or Comercia Global Payments.
- Guarantee that its employees, proxies and other authorised persons know the content of this Contract and comply with the obligations that derive from it for the Establishment, in particular with the rules that govern the operation of the Payment Systems, assuming all responsibility for the actions or omissions of such persons without limitation.
- Inform Comercia Global Payments by the fastest possible means of transactions proposed or carried out that show signs of being anomalous, as soon as it detects these signs, to avoid the execution or repetition of irregular transactions.
- Strictly comply with the Operating Manual of the equipment it has installed.
- Not store on any medium the complete information of the magnetic stripe of the card or the codes or authentication data that appear on it. Furthermore, the full number of the card cannot be stored. For these purposes, the Establishment will only be authorised to store the card number in an incomplete way that does not allow its identification, the name of the cardholder, and the expiry date of the card. The

Establishment must ensure that any data on a card that the Establishment or a third party on its behalf is authorised to store or process is kept securely in accordance with the Security and Operational Regulations at all times. Without wishing to limit the general application of the foregoing, the Establishment undertakes to use the information collected from a cardholder when carrying out a card transaction exclusively for the purposes of processing a transaction with said cardholder or trying to re-submit a reversal of said transaction.

h) Guarantee, in any case, the confidentiality and security of the data of the cards involved in the payment transactions processed within the scope of this Contract. By way of example and non-exhaustively, the Establishment undertakes to comply with all applicable laws, rules and regulations regarding the truncation or concealment of cardholder data and expiry dates in receipts of transactions processed on the premises of the Establishment.

i) Destroy or erase the media or documentation that contains transaction data with cardholder information once the legally required periods for their storage have elapsed. In the event that the conservation or storage of data is carried out by a third-party service provider contracted by the Establishment, this obligation will be contractually transferred.

j) Deal with and resolve any complaint or claim related to the sale and/or provision of goods and services for which payment has been made by card under this Contract, not involving Comercia Global Payments or CaixaBank in their resolution and directly assuming before the claimant all the responsibilities that, where appropriate, apply to the marketing of said goods and services.

k) Hold Comercia Global Payments and/or CaixaBank Payments harmless from any claim from cardholders, Payment Systems, issuers or third parties, for damages related to the processing of payment transactions under this contract.

l) Comply with the obligations of the Establishment deriving from this Contract in accordance with the Law. The Establishment must fully contribute to Comercia Global Payments in order to comply with the requirement to request SCA from its customers in accordance with the provisions of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters ("Payment Services Law").

m) Submit card purchase transactions to Comercia Global Payments for settlement in accordance with this Contract only from the country of the Establishment indicated in the specific conditions.

n) The Establishment must allow the cardholder buyer to choose with which Payment Scheme they wish to make the payment in the case of co-badged cards (cards that include two or more payment brands).

In the event that one or more types of cards are not accepted by the Establishment, it must clearly and unequivocally inform buyers of which types of cards are accepted and which are not. This information must be clearly visible at the entrance of the Establishment and at the till.

Furthermore, the Establishment states that neither it, nor any other person acting on its behalf, is a physical or legal person (hereinafter, Person/s) or is owned or controlled by Persons, who:

(i) Appear as persons sanctioned under the law, 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 countries, including the Kingdom of Spain, and/or the US Department of the Treasury's Office of Foreign Assets Control (hereinafter, Sanctioned Persons).

(ii) Participates in or controls and Sanctioned Person

(iii) Acts directly or indirectly for or on behalf of a Sanctioned Person.

(iv) Is incorporated, located or has an operational headquarters or is resident in a country or region, or whose government appears in restrictive laws, regulations, guidelines, resolutions, programmes or measures regarding international economic-financial sanctions imposed by the

United Nations, European Union, or any of its member countries, including the Kingdom of Spain and/or the U.S. Department of the Treasury Office of Foreign Assets Control (hereinafter, Sanctions).

(v) Maintains business relationships or carries out transactions with clients from high-risk countries, regions or jurisdictions, or that involve transfers of funds from or to such countries, regions or jurisdictions subject to Sanctions.

(vi) Will allocate, directly or indirectly, the funds originated under the commercial relationships that the Establishment establishes with Comercia Global Payments, or in any other way will make available, or receive, said funds to or from any subsidiary or Person in order to finance any activity or business (a) of or with a Sanctioned Person, (b) in any region or country that, at the time of using the funds or the contracted product, is, or its government is, subject to Sanctions, or (c) that in any other way entails a breach of Sanctions by any Person.

The Establishment recognises and accepts the right of Comercia Global Payments to reject transactions, and even to terminate business relationships, immediately, whenever the circumstances expressed by the Establishment in this section vary or are affected in any way, and/or Comercia Global Payments cannot guarantee the application of the sanctions policy, compliance with applicable regulations, or even compliance with those requirements recommended by the different national or international organisations with which Comercia Global Payments has decided to associate itself for these purposes.

5. Reversal of payment transactions

This clause is **essential and contains a cost burden** for the Establishment.

The Establishment recognises that Comercia Global Payments does not

guarantee the successful completion of the payment transactions that it processes and settles under this Contract, both in face-to-face sales and in non-face-to-face sales, even if it has initially authorised said transaction, so that these may be subject to reversal by cardholders or by their issuing entities for any reason, including, for example, in the case of transactions not authorised by the cardholder or when they correspond to sales of goods or provisions of services that have not finally been delivered or provided to their recipient for any reason. In any case, Comercia Global Payments may, on its own initiative, and based on national and international regulations governing the processing of card transactions, demand the reversal of a payment transaction if, after processing, it discovers that the Establishment has not complied with the requirements for processing payment transactions established in this contract.

To verify the regularity of any payment transaction, Comercia Global Payments may request the presentation of the bill of sale of a transaction or of any other information related to it, the Establishment having to present the original of the bill of sale and the required information within a maximum of seven business days. Failure to comply with these deadlines may lead to the reversal of the payment transaction.

Comercia Global Payments may carry out the reversal charged to the amount of the transactions processed and pending payment into the associated account without the need for prior notification to the Establishment or to obtain its consent. When, in accordance with the aforementioned, this cannot be done charging the amount of the transactions processed, Comercia Global Payments may carry out the reversal charging the balance of the associated account, notifying this but not needing to obtain the consent of the Establishment. In any case, if there are not enough funds in the associated account to carry out the reversal or it cannot be charged to the amount of transactions processed, the Establishment must pay Comercia Global Payments the amounts of the reversals on demand. Comercia Global Payments will inform the Establishment of the amount of and the reason for the reversal.

Comercia Global Payments reserves the right to pass on to the Establishment the expenses derived from the transaction reversal process, by way of example, those derived from obtaining proof of transactions, communication with the Payment Systems and resolving incidents.

6. Equipment and supplies/Materials/Suppliers of Technological Services

6.1 Equipment and supplies

6.1.1.1 The Establishment may only use payment applications that comply with the requirements set out in the Data Security Standards for Payment Applications (PA DSS) and subsequent modifications thereto issued by the Payment Card Industry (PCI Security Standards Council).

6.1.1.2 In the event that the Establishment does not have the necessary equipment to be able to accept payment with cards, these may be provided by Comercia Global Payments, which will decide on the type of equipment to provide. In any case, Comercia Global Payments will make the equipment available to the Establishment by way of transfer of use. In the event that Comercia Global Payments provides the equipment, the following conditions will apply:

6.1.1.3 The Establishment may not transfer the equipment to third parties, nor locate it at a different address than the one where the Establishment carries out its activity as stated in this contract.

6.1.1.4 Comercia Global Payments reserves the right to fully or partially pass on both the expenses of using the POS terminal (telephone line, etc.), and those of maintenance, storage or repair, in the event that the device has been transferred to the Establishment.

6.1.1.5 If the Establishment does not store, maintain and use the transferred equipment properly, Comercia Global Payments may demand payment of the damages and its immediate return, and may even reclaim it.

6.1.1.6 No item of the equipment may be modified, altered or substituted, including the software installed on it.

6.1.1.7 The Establishment undertakes not to handle the terminal or alter its internal memories and to see that other staff not directly authorised by Comercia Global Payments do the same.

6.1.1.8 Along with the equipment, the Establishment must follow the POS Terminal User Manual, its failure to do so constituting a breach of procedure as provided in this Contract.

6.2 Materials

6.2.1 The Establishment is obliged to place the emblems and logos of the associated Payment Systems and of the services provided by Comercia Global Payments in a place clearly visible from outside the premises or from inside the establishment, depending on the material used. At the same time, it will take the necessary precautions to keep all the materials received, which must be returned to Comercia Global Payments in any case at the end of this Contract, in good condition.

6.2.2 The Establishment must obtain the prior consent of Comercia Global Payments or CaixaBank, as appropriate, to the use of any promotional and sales materials that refer to them.

6.2.3 The Establishment must also comply with the Regulations of Payment Systems regarding the use of trademarks of the Payment Systems.

6.3 Technical Platforms of the Establishment

6.3.1 **The Establishment's own Technical Platform.** In the event that the Establishment intends to use its own technical platform for sending transactions, the Establishment undertakes to obtain the certifications from any of the certifying entities recognised by Comercia Global Payments that certify the compliance of its systems and procedures with

the "Security and Operational Standards", Payment Systems Regulations, and Card Industry Standards, as well as the instructions that, if applicable, it may receive from Comercia Global Payments. In any case, the costs deriving from the certification procedures will be payable by the Establishment.

6.3.2 Technology Services Provider. In the event that the Establishment intends to contract a technology service provider that is not part of this Contract to send the transactions processed through a technical platform that is not provided by Comercia Global Payments, the Establishment undertakes to communicate this circumstance in writing to Comercia Global Payments and to identify said provider, who must have the express written authorisation of Comercia Global Payments to provide said service for the Establishment. With respect to said technology service provider, the Establishment undertakes to take and keep in force the contractual and organisational measures necessary to guarantee:

- a) That its technology service provider knows the content that concerns it in this Contract and will cooperate in complying with it.
- b) That its technology service provider guarantees, in any case, the confidentiality and security of the data of the cards involved in the payment transactions processed within the scope of this Contract.
- c) That its technology service provider has implemented the IT procedures and security measures necessary to comply with the "Security and Operational Standards", Payment Systems Regulations, and Card Industry Standards, as well as the instructions that, if applicable, it receives from Comercia Global Payments.
- d) That its technology service provider will allow Comercia Global Payments, or a third party designated by it, to audit its systems and procedures in order to verify compliance with the provisions of letter b) above.
- e) That its technology service provider has obtained the certifications from any of the certifying entities recognised by Comercia Global Payments that certify the compliance of said provider's systems and procedures with the standards established in letter c) above. In any case, the costs deriving from the certification procedures will be payable by the Establishment.
- f) That its technology service provider assumes all responsibility for the damages and losses derived from the execution of its activities regarding the processing of payment transactions under this Contract that may be caused to Comercia Global Payments, CaixaBank, card issuers and/or cardholders.

The Establishment authorises Comercia Global Payments to obtain from its technology service provider any information that Comercia Global Payments requires in order to authorise transactions and process payments according to its obligations derived from this Contract.

The Establishment will provide all the information and documentation that Comercia Global Payments requires of it on the agreements reached with its technology service provider, on their execution and on the IT security measures that said provider has in place.

Notwithstanding the provisions of letter f) above, the Establishment will be liable for any action and omission of the technology service provider in the terms provided in general condition no. 19. The Establishment undertakes to indemnify and compensate Comercia Global Payments unlimitedly for any action or omission of the technology service provider and will reimburse Comercia Global Payments and/or CaixaBank for any loss, cost or penalty incurred, it being understood that, in any case, said provider acts on behalf of the Establishment.

7. Withholding

Comercia Global Payments may order CaixaBank to withhold all or part of the amount of the payment transactions processed and settled in the associated account, including cases of irregular transactions or that may show signs of being so (fraudulent transactions, illegality of the transactions processed, breach of confidentiality or security concerning the cards processed under this Contract, or any of the obligations contained herein); cases of transactions with higher-than-usual volumes; or regarding sanctions that the card brands may impose as a result of the use of the POS terminals registered under this Contract, undertaking to keep a sufficient balance available.

Withholding orders will be carried out in accordance with the provisions of general condition 12 "Associated account: withholding and transaction reversal orders."

In any case, Comercia Global Payments will inform the Establishment of the amount of and the reason for the withholding through the channels provided in clause number 16 of this Contract. The amounts withheld in accordance with the above provisions, either on the processed transactions pending payment or on the withholdings applied to the balance of the associated account, will remain in guarantee of the reversals of the transactions that, where applicable, are carried out and of the payment of any other obligation that, in accordance with this Contract, results for the Establishment, and Comercia Global Payments may take possession of the amounts withheld if this is necessary to execute a reversal transaction in the terms provided in clause 5 of the Contract or the amounts owed and not paid by the Establishment in accordance with the Contract.

8. Default

In the event of non-payment of the obligations due by the Establishment, Comercia Global Payments will debit a special account, of an accounting nature, in which the following will be entered as Charge Items: a) the amount of commissions accrued and not collected; b) the amount of those payment transactions reversed at the request of the cardholder or

the card issuer that in accordance with the Contract must be borne by the Establishment; c) the amount of the expenses and indemnities that Comercia Global Payments is obliged to bear as a result of a breach by the Establishment of its obligations deriving from this Contract, including the penalties deriving from the agreements that Comercia Global Payments holds with the Payment Systems with which it is associated; d) any other amount the Establishment is obliged to pay. Credit items: the amount of the processed payment orders. The resulting balance of said account will be considered liquid and enforceable for claim purposes and will be immediately enforceable at all times, together with the interest accrued by it.

The balance in favour of "Comercia Global Payments" resulting from the debts communicated in the account referred to in the previous paragraph, will accrue interest in favour of Comercia Global Payments, until it has been paid in full, at a rate of 10% of the debt from the third month or 20% as of 12 months from the inception of the debt.

Until "Comercia Global Payments" closes the account for the purposes of claiming its balance, such interest will be settled quarterly and on the date the account is closed, and if it is not paid immediately, it will be debited from the account itself, but will not bear further interest. From the account closing date, interest will accrue and be settled daily - calculated on the total balance of the account except the part of it that corresponds to interest - until the Establishment has met all the responsibilities for which it is responsible.

Once the special account has been liquidated in accordance with its books, Comercia Global Payments will notify the Establishment of the statement of said liquidation by any means admitted by Law, without prejudice to doing so by judicial or notarial means, in the cases in which the law so provides. The amount that results from said liquidation carried out by Comercia Global Payments in the manner agreed by the parties in this Contract will be considered as a liquid and enforceable amount for the purposes of legal action. The balance due to liquidation of the special account will be certified by a document from Comercia Global Payments for the purposes of exercising any kind of executive action that falls within its competence.

9. Price

This clause is **essential and contains a cost burden** for the Establishment.

As consideration for the services provided, the Establishment agrees to pay the price of the service ("commissions") and other amounts owed under this Contract. The percentage discounts for card transactions or other payment methods agreed upon in this Contract are indicated in the **specific conditions thereof and will be charged to the associated account, in the case of an account opened at CaixaBank, with the value of the day of payment of the invoices** or deducted from the payment of the settlement.

Commerce may choose to apply a percentage on the amount of the transaction and if this is less than 0.01 euros, a discount price of 0.01 euros will be applied. Likewise, in the event of the chargeback of a purchase transaction, this transaction will have a fixed cost of €0.01 for the Establishment and the amount of the discount of the original transaction will not be paid. The items and settlement periods of the other agreed commissions are also indicated in the specific conditions. When the credit account is in a currency other than Euro and the agreed commission consists of a fixed amount in euros, the exchange rate in force on the settlement date will be applied.

10. Modification of the conditions of the Contract

Comercia Global Payments reserves the right to call for the modification of the conditions governing this Contract, as well as the price of this Contract, or to establish new commissions, where appropriate.

If Comercia Global Payments calls for the modification of commissions or expenses incurred and this is unfavourable to the Establishment, it will inform it by electronic means (email or to inform it that it has an important communication to read in its digital banking service), 2 months in advance of the proposed date of entry into force of the modification or when the Establishment does not hold the status of a micro-business, one (1) month before the entry into force of said modification. In the event that the Establishment does not communicate its opposition to the proposed modification, it will be understood to be accepted. In the event of disagreement, the Establishment must communicate its opposition to the proposed modification within the notice period by the same means in which it has been communicated, and this Contract shall be terminated at no additional cost.

If the modification decided on is clearly favourable to the Establishment it may be applied immediately.

11. Termination and suspension of the Contract

11.1 Voluntary termination. Given the open-ended nature of this Contract, both Comercia Global Payments and the Establishment may terminate it, without the need to give any cause, by sending prior written notice by an electronic means. In the case of Comercia Global Payments, it can terminate this Contract if it gives notice of at least two (2) months. Comercia Global Payments will proceed to comply with the order to terminate the contract within twenty-four (24) hours of receiving the request from the Establishment. When the Establishment is the one who calls for the termination of the contract, it will be necessary for it to pay any amounts due.

11.2 Termination with cause. Either party may terminate this Contract if the other fails to comply with the respective conditions that govern it or does not pay any liquid and enforceable obligation contracted by virtue

of it. Comercia Global Payments may terminate this Contract with immediate effect in the event of a breach of its obligations by the Establishment, or if it detects a fraudulent use of the POS terminal. Once the Contract has been terminated by either party, the Establishment will continue to be responsible for the transactions carried out before the termination date

The termination of this Contract will be free for the Establishment, unless the Contract has been in force for less than six months. In which case, Comercia Global Payments may demand the payment of the commissions or expenses applicable for the termination of the Contract.

Comercia Global Payments reserves the right to suspend the provision of the service and/or terminate the Contract when one or more objective circumstances exist from which it can reasonably be deduced: a) that the confidentiality of the data of the cards involved in the transactions processed under this Contract may be compromised; b) that payment transactions not authorised by the cardholder may have been processed; c) that the necessary circumstances exist to apply withholdings in accordance with the provisions of general condition 7. d) that the Establishment has breached any obligation derived from this Contract. In such cases, Comercia Global Payments will notify the Establishment of the suspension of the service and the reasons that have led it to take said decision. Whenever possible, said notification will be made in advance by the means of communication agreed with the Establishment and, otherwise, immediately after the suspension, unless the notification of said information may be compromised for objectively justified security reasons or runs contrary to applicable laws or any other regulatory provision.

12. Associated account: transaction withholding and reversal orders

The "associated account" or "credit account" is the one that figures in the specific conditions. The Establishment is obliged to keep open and operational for the duration of this Contract an associated account in which it acts as the sole owner Establishment where the transactions will be paid and the commissions, expenses, reversals of transactions, compensation and other amounts provided for in the Contract will be charged, including the penalties imposed on Comercia Global Payments, which the Establishment is obliged to pay under this Contract.

The associated account must be opened at an entity that Comercia Global Payments approves. Therefore, if it cancels that account, this Contract is automatically terminated, unless it indicates another account to associate it with.

12.1 If the associated account designated by the Establishment is opened at CaixaBank, the following conditions will apply:

12.2 When, in accordance with the provisions of general condition 7, Comercia Global Payments is authorised to order withholdings on the amount of the transactions, it will contact CaixaBank for the latter to execute them on the balance of the associated account, as far as said balance allows. The Establishment acknowledges and accepts that the withholding will prevent the holder and any proxy, authorised person or person with right of disposal on the associated account from carrying out any act of disposal on the withheld balance and will remain in effect until Comercia Global Payments notifies CaixaBank of its cancellation.

12.3 In all other cases, that is, when the associated account is not going to be opened at CaixaBank, it will be necessary for the designation of the associated account to have the approval of Comercia Global Payments, which may refuse this if the Establishment does not document that it has waived, before the payment service provider of the associated account, the right to the refunding of the direct debits that Comercia Global Payments makes against said account under this Contract. In this case, the provisions of clause 5 will be followed to carry out the reversals stipulated under this Contract.

12.4 When in accordance with the provisions of this Contract, Comercia Global Payments is authorised to carry out reversals of transactions charged to the associated account, the Establishment hereby irrevocably waives requesting the refunding of the charges made against the associated account by order of Comercia Global Payments under this Contract. In particular, and given that the management of the associated account is purely instrumental in nature, the Establishment undertakes to address to Comercia Global Payments any claim or dispute that may arise in relation to the reversals and withholdings of transactions carried out in accordance with this Contract, keeping CaixaBank out of such disputes.

13. Information

Notwithstanding the provisions of general condition 7, the Establishment must provide Comercia Global Payments with the information and documentation that it requires at any time, regarding the regularity of the payment transactions processed and its accounting, economic and financial situation. The Establishment must notify Comercia Global Payments in writing with sixty (60) days' notice of any change in the Establishment's activity with respect to what is indicated in the specific conditions.

13.1 Reporting by the Establishment

If so requested, the Establishment must provide Comercia Global Payments with the financial statements, business plans, audited accounts, management accounts, purchase and sale invoices, mandatory administrative authorisations, information and documentary justification on the measures adopted, where appropriate, to ensure compliance with the regulations governing the marketing of its products and services and other information and documentation about the

Establishment, its owners, its principals, its partners, its rightholders or its associates that Comercia Global Payments may request from time to time to evaluate the financial situation of the Establishment and the compliance of its activity with the regulations that govern the marketing of its products and services. Comercia Global Payments may contact the Establishment from time to time to review its card processing devices and the risks inherent to them. The Establishment will cooperate with Comercia Global Payments or with its employees and contractors in the context of said review. Comercia Global Payments, or its duly authorised representatives may examine the books and records of the Establishment, including the records of all the operations that are the object of this Contract and that certify that the Establishment complies with the provisions of this Contract, including the Operational Safety Standards, in the Payment Systems Regulations.

Additionally, the Establishment will provide all the information and documentation that Comercia Global Payments requires on the computer security measures that the Establishment has in place to guarantee its compliance with the "Security and Operational Regulations", Regulations of Payment Systems, and the Card Industry's Standards, as well as the instructions that, where appropriate, it receives from Comercia Global Payments and the Establishment will allow Comercia Global Payments to audit its systems and procedures in order to verify its compliance with said standards.

13.2 Prevention of money laundering and the Financing of Terrorism.

The Establishment undertakes to provide Comercia Global Payments with the information and documentation that, where appropriate, it may require to identify the client and apply the due diligence measures established by the regulations on the prevention of money laundering and on the financing of terrorism in compliance with the obligations that for Comercia Global Payments derive from said regulations. The Establishment is also obliged to communicate any changes to the information declared at the time of registration in order that said information and documentation can be updated.

The Establishment must collaborate in the prevention and detection of any criminal activity related to money laundering.

13.3 Information on Exchange Rates and Scheme Costs

In compliance with Regulation (EU) 2015/751 of the European Parliament and of the Council of 04/29/2015 we provide you with:

- Exchange Rates and Scheme Costs for each of the card transactions accepted at your Establishment. You can consult this information on the CaixaBank and/or Comercia Global Payments digital banking site(s) and/or in the detailed statement of the transactions.

- Information on the Exchange Rates and Scheme Costs applicable to each type of card. Said information is available on the website https://www.comerciaglobalpayments.com/informacionclientes/tasasdeintercambioycostes_es.html.

14 Processing of Personal Data

14.1 Carried out by Comercia Global Payments for the provision of the service

Data Controller

Comercia Global Payments EP, S.L. ("Comercia Global Payments") with Tax Number B65466997 B65466997 and address at Calle Caleruega, 102, 9-C2, 28033 (Madrid)

Data	Protection	Officer	contact	details:
				delegadoprotecciondedatos@comerciaglobalpay.com

Purposes of the processing

The Establishment must provide Comercia Global Payments with data that correspond only to its professional and not private activity (unless otherwise expressly required by applicable laws).

The data that is the object of processing (and, where appropriate, of its representatives or other persons acting on its behalf) and/or the data that is collected in the context of the provision of the card payment service are necessary to manage and execute the requested transaction and/or the contracting of the product or service and will be processed for this purpose; furthermore, they will be processed to prevent fraud and guarantee the security of both your data and our networks and systems, to comply with regulatory obligations, including, among others:

- consulting the relevant data of the Establishment to judge the solvency or evaluate the risks associated with contracting it in capital and credit solvency files, including those established in countries that are not members of the EU, furthermore we inform you that in case of non-payment of any of the obligations derived from the contract, the data related to the debit may be communicated to files on compliance or non-compliance with monetary obligations.

- communicating all data subject to processing to transaction clearing and settlement systems or financial communications services, as well as service providers/payment systems, in all cases, including those established in countries that are not members of the EU.

Communication of data

The data may be communicated to authorities and public bodies in order to meet a required legal obligation, as well as to service providers and third parties necessary for the management and execution of the request

and/or the contracting.

Communication of data to official bodies or authorities of other countries

You are also informed that payment service providers, as well as payment systems and related technology service providers to which the data is transmitted in order to carry out transactions may be required by the legislation of the State where they are located, or by agreements entered into by it, to provide information on transactions to the authorities or official bodies of other countries, located both inside and outside the European Union, in the context of the fight against the financing of terrorism and serious forms of organised crime and the prevention of money laundering.

Processing of third-party data

The personal data of third parties that Comercia Global Payments receives from the contractor for the fulfilment of the requested payment services will be processed solely and exclusively for said purposes and will not be communicated to third parties except in cases where the nature of the service necessarily implies said communication, which will be limited to the stated purpose. Comercia Global Payments will keep the aforementioned data secret and will apply the security measures required by law.

Data retention period

The data will be processed as long as the authorisations for use granted or the relationships derived from the service and/or contractual relationships remain in force. In accordance with the data protection regulations, this data will be kept (during the limitation period for actions derived from the requests, or from the relationships derived from the service and/or contractual relationships) for the sole purpose of complying with legal obligations required of Comercia Global Payments, and for the bringing, exercise or defence of claims.

Exercise of rights and claims before the data protection authority.

In the case of processing personal data, the owner of the same can exercise at any time the right of access, rectification or deletion of data, as well as request that the processing of their respective personal data be limited, oppose it or request the portability of their data by going to www.comerciaglobalpayments.com/ejerciciodederechos clearly indicating the right they wish to exercise, their name, surname and a copy of their national identity document (DNI) or similar document that proves the same.

Furthermore, we inform you that the owner of the personal data can contact the Control Authority competent in matters of Data Protection at any time through the complaints and suggestions box set up for this purpose at www.agpd.es

14.2 Carried out by CaixaBank as agent

Data Controller

CaixaBank, S.A. ("CaixaBank") with Tax Number A-08663619 and address at c/ Pintor Sorolla, 2-4 Valencia.

Data Protection Officer contact details:
www.caixabank.com/delegadoprotecciondedatos

Purposes of the processing

The data derived from the marketing relationship are necessary to manage the contracting of the product or service, and will be processed for that purpose; furthermore, they will be processed to comply with regulatory obligations and to prevent fraud and guarantee the security of both your data and our networks and systems.

Communication of data

The data may be communicated to authorities and public bodies in order to meet a required legal obligation, as well as to service providers and third parties necessary for the management and execution of the request and/or the contracting.

Communication of data to official bodies or authorities of other countries

You are also informed that payment service providers, as well as payment systems and related technology service providers to which the data is transmitted in order to carry out transactions may be required by the legislation of the State where they are located, or by agreements entered into by it, to provide information on transactions to the authorities or official bodies of other countries, located both inside and outside the European Union, in the context of the fight against the financing of terrorism and serious forms of organised crime and the prevention of money laundering.

Data retention period

The data will be processed as long as the relationships derived from the

service and/or contractual relationships remain in force. In accordance with the data protection regulations, this data will be kept (during the limitation period for actions derived from the requests, or from the relationships derived from the service and/or contractual relationships) for the sole purpose of complying with legal obligations required of CaixaBank, and for the bringing, exercise or defence of claims.

Exercise of rights and claims before the data protection authority.

The data owner may exercise their rights in relation to their personal data (access, portability, revocation of consent, rectification, opposition, limitation, deletion) in accordance with current regulations, at branches of CaixaBank, in POST OFFICE BOX 209-46080 VALENCIA, at www.caixabank.com/ejerciciodederechos, or on its digital banking site.

Furthermore, they can address claims deriving from the processing of their personal data to the Spanish Agency for Data Protection (www.agpd.es).

15. Evidence

Items of evidence accepted as being valid and effective for settling the matters or differences that arise between the parties either in court or out of court will be the automated media, computerised or otherwise, generated for the procedures

16. Communications

The sole address of the contract holder, for all purposes, will be understood to be the one that figures in the specific conditions. In the event of a change of address, the Establishment must notify Comercia Global Payments immediately by a reliable means.

Comercia Global Payments will send you the communications related to the services you contract, preferably through the CaixaBank digital banking service or the Comercia Global Payments service. Also, Comercia Global Payments may send communications by email or telephone (for example, SMS, PUSH) to inform you of operational or security incidents or that you have an important message to read in your digital banking service.

However, Comercia Global Payments may also send communications to the postal address provided by the Establishment.

At any time, the Establishment may request that the method of sending the communications be by postal mail, **in which case the expenses derived from said communications on paper will be its responsibility.**

Any of the channels (electronic or otherwise) that we have named above will be valid means to send communications that prove that the Establishment has received them, such as fax, which will allow to prove before third parties, such as the courts of law, the Bank of Spain or other competent authorities that the communication has been received by the Establishment.

The Establishment undertakes to communicate to Comercia Global Payments, as soon as possible, any change to its data, and especially, to its contact information: telephone number, email address and postal address.

The Establishment has at its disposal a free customer service telephone number indicated in the specific conditions so that it can notify any operational incident or incident related to the security of the service provided.

17. Data of the services provider, Jurisdiction, Applicable law and Claims.

"Comercia Global Payments, Entidad de Pago, SL", with tax number B65466997, is a Spanish payment institution incorporated in Barcelona on 20 December 2010, on the authority of the Ministry of Economy and Finance and subject to the supervision of the Bank of Spain. It is duly registered in the Special Register of Payment Institutions of the Bank of Spain.

This Contract will be governed and interpreted in accordance with Spanish law, regardless of the country or region where the transactions carried out by the Establishment through the different means of payment may take place, for the exercise of any action, exception or incident that may correspond to the parties by reason of this Contract or by the Laws that are applied to them, both substantive and procedural, the appearing parties expressly submitting to the Courts and Tribunals of the Kingdom of Spain that prove competent, waiving their own jurisdiction if it is another.

When the Establishment acts within the scope of its professional or business activity, the services that we regulate in this contract will be provided to it in the terms and with the conditions that we indicate in this document, even if this contradicts that provided by the payment services regulation applicable at the time. In particular, we will not apply Bank of Spain Circular 5/2012, of 27 June, or Order EHA/2899/2011, of 28 October and Order ECE/1263/2019, of 26 December, on transparency of the conditions and information requirements applicable to payment services.

As derived from the terms of this Contract and in accordance with the provisions of article 28.2 (on the scope of application) of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters ("Payment Services Law"), if the Establishment is not a micro-enterprise in accordance with the definition

given in the aforementioned Payment Services Law, the Parties agree to expressly exclude the application of articles 29 (transparency of the applicable conditions and information requirements), 30 (information costs), 31 (burden of proof in relation to information requirements), 32 (termination of the framework contract) and 33 (modification of the framework contract) corresponding to Title II of the Payment Services Law as well as its implementing provisions.

Furthermore, in accordance with the provisions of article 34.1 (scope of application and exceptions) of the aforementioned legal text, if the Establishment is not a micro-enterprise, the Parties agree to expressly exclude the application of articles 44 (proof of authentication and execution of payment transactions), 60 (responsibility of the payment service provider in case of non-execution or defective or delayed execution of the payment order) corresponding to Title IV of the Payment Services Law.

The Establishment can address its complaints and claims to the Customer Services Department at the email address: atencionalcliente@comerciaglobalpay.com or postal address, calle Caleruega 102, 28033 Madrid. The Customer Services Department will issue a statement in fifteen business days, if the claim is related to payment services. Exceptionally, this period may be extended to a maximum of one month when, for reasons beyond the control of the department, it is impossible to respond within fifteen business days, provided that the department informs the Establishment of the reasons for the delay and specifies the deadline by which the Establishment will receive a definitive answer.

If, after the deadlines specified above, the Customer Services Department has not resolved its claim or does not agree with it, the Establishment has the right to submit it to the Claims Department of the Bank of Spain, calle Alcalá, 50, 28014 Madrid, or through the website of this institution: www.bde.es, within one year of the reply issued by the Customer Services Department or of the date on which it should have been issued.

18. Default

The Establishment irrevocably authorises Comercia Global Payments to compensate the amount of any obligation ordinarily or anticipatedly overdue, and not paid, of which it is debtor vis-à-vis Comercia Global Payments on the merits of this Contract, as the principal obligor or as guarantor, with the balances that the Associated Account shows in its favour or with the rights it holds against CaixaBank due to any demand or term account of which it is sole holder or joint holder with other persons. In the event of joint or joint and several co-holding, in accordance with the provisions of article 1143 of the Civil Code, compensation may cover the entire balance of the account. Furthermore, the Establishment irrevocably authorises Comercia Global Payments to debit said amount against the account opened at CaixaBank associated, where applicable, with this Contract in the Specific Conditions or against any account opened at CaixaBank that it holds. In these cases, the Establishment undertakes to address to Comercia Global Payments any claim or dispute that may arise in relation to said charges, keeping CaixaBank out of such disputes. The Establishment, in addition, waives exercising against CaixaBank the right to refunding of the direct debits that Comercia Global Payments makes against the said account.

19. Responsibility of the Establishment

The Establishment will compensate, indemnify and hold Comercia Global Payments and CaixaBank harmless from any liability, claim or damages (including, but not limited to, any legal and procedural expenses and costs, interests, sanctions and penalties) that it, a third party, or its technology service provider may cause Comercia Global Payments, CaixaBank, the cardholders, and/or the Payment Systems, and that derive from the processing of card payment transactions under this Contract, provided that the damage or loss has not been caused exclusively by negligence directly attributable to Comercia Global Payments and/or CaixaBank.

In particular, the Establishment will be responsible for and, consequently, will hold Comercia Global Payments and CaixaBank harmless from any responsibility as follows: when the confidentiality and security of the card data is compromised, either by the acts or omissions of the Establishment or of its technology service provider, even due to third-party events, even if the latter are unforeseeable or, if foreseen, are unavoidable; or when the damage is derived from a breach of any of its obligations derived from this Contract, including the operating Safety Standards and instructions referred to in general condition no. 1 "Purpose".

The liability incurred by the Establishment in accordance with the provisions set out above will, in any case, cover all the indemnities, penalties and other expenses that Comercia Global Payments and/or CaixaBank is obliged to pay by virtue of the agreements that the latter maintains with the Payment Systems, provided these are caused by payment transactions processed under the Contract, including the expenses derived from the hiring of an expert when necessary to delimit the responsibility for the breach of the Security and Operational Regulations referred to above.

20. Limitation of liability

Comercia Global Payments will not be liable for the impossibility of complying with its obligations derived from this Contract when this is due

(directly or indirectly) to abnormal circumstances or circumstances beyond its reasonable control, the consequences of which would have been unavoidable despite making every reasonable effort from a commercial point of view. These causes or conditions include, by way of example and not limitation, labour disputes, failures of systems, software or telecommunications connections, force majeure, fortuitous events, acts of the Government both in accordance with administrative law and civil law, fires, floods, epidemics, lockdowns, strikes, lack of personnel or materials, freight embargo, abnormally adverse weather conditions, electrical failures, unavoidable delays, errors or failures in third-party systems or other similar causes beyond the control of said party.

The liability of Comercia Global Payments for any loss related or derived in any way from the Contract, including, but not limited to, the damages resulting from any improper operation of the equipment or lack of operation thereof, the lack of availability or malfunction of services or damage to property, is limited, in total, to direct effective damages for an amount that will not exceed the amount of the average commission paid by the Establishment in one (1) month (excluding commission/interbank transactions, settlements and other charges or costs that a Payment System or a third party requires in relation to the processing of payments by the Establishment) for the payment services provided during the previous twelve (12) months or any shorter period that may have elapsed from the effective date of this Contract. Comercia Global Payments will not be liable under any circumstances for special or indirect damages, loss of business, goodwill or loss of profit, direct or indirect, or loss of interest derived from or related to this Contract.

21. Safeguard measures for the funds received by "Comercia Global Payments, Entidad de Pago, S.L."

The funds received from holders who have initiated payment orders processed under this Contract, pending payment into the associated account of the Establishment, will be temporarily deposited in a separate bank account opened at CaixaBank S.A. for these exclusive purposes on behalf of "Comercia Global Payments, Entidad de Pago, S.L.". As long as said funds remain in the separate account, their holder will have a right of separation on said account, in accordance with bankruptcy regulations, with respect to possible claims from other creditors of "Comercia Global Payments, Entidad de Pago, S.L."

22. Miscellaneous Clauses

21.1. The Establishment declares that it knows that part of the services Comercia Global Payments provides by virtue of this Contract may be provided by third parties.

21.2. The Establishment may not transfer this Contract without the prior written consent of Comercia Global Payments. Comercia Global Payments and/or CaixaBank may transfer their contractual position under this Contract without the consent of the Establishment. However, the transfer will be communicated in writing to the Establishment later within a reasonable period.

21.3. This Agreement replaces any other previous understanding, communication or oral or written agreement between the Establishment on the one hand and CaixaBank and/or Comercia Global Payments, on the other.

23. Additional services.

a) Multicurrency

Comercia Global Payments may make the Multicurrency service available to the Establishments and cardholders, allowing cardholders to request that transactions be charged in the currency of the country where the card was issued. In these cases, the Establishment will be obliged to previously inform the cardholder of this circumstance and the applicable commission, in order for them to choose the currency in which they want the transaction to be charged. In any case, the payment of the amount to the Establishment will be made in the currency agreed in the specific conditions. When the cardholder chooses to use the Multicurrency service and the currency of the country of issuance of the card is a Member State of the European Union whose currency is not the euro, the commission applicable by Comercia Global Payments will take as reference value the last reference exchange rate of the euro available published by the European Central Bank. When the cardholder chooses to use the Multicurrency service and the country where the card has been issued is outside the European Union, the amounts in foreign currency will be converted into euros at the exchange rate established by the corresponding card brand (Visa or Mastercard), as published on its website at the time Comercia Global Payments receives information that the holder has carried out the transaction.

The Establishment can consult the rates applied by the card brands at the following links (or at those that replace them in the future):

Visa: <https://www.visaeurope.com/making-payments/exchange-rates>

Mastercard: <https://www.mastercard.es/eses/consumidores/conoce-las-caracteristicas-y-ventajas/convert-currency.html>

The Establishment will follow the instructions of the Payment Systems. For these purposes, Comercia Global Payments may require the Establishment to provide evidence of compliance with what is mentioned in this section.

b) Partial payment of the sales with the commission charged to the Establishment

Comercia Global Payments may make available to the Establishment the service with which it may offer to holders of credit cards issued by CaixaBank Payments and Consumer with which Comercia Global

Payments has collaboration agreements the service of fractioning those purchase transactions carried out with said cards. The amount of the transaction that the cardholder wishes to fraction will be spread over several equal and consecutive monthly instalments, the collection of which will begin on the first statement of the card sent by the card issuer to the cardholder, counting from the date of the purchase. The Establishment must previously provide adequate information and explanations to cardholders who wish to benefit from said service regarding its conditions: terms and cost. In particular, it must inform them that the card issuing entity will not charge interest or commissions for the fractioning of the transactions, without prejudice to the default interest, expenses and penalties that the entity may demand from the cardholder for non-payment of the instalments of the fractioned transaction, within the framework of the card issuance contract signed with the holder. In any case, the authorisation for the fractioning of a transaction will be given by the card issuing entity.

c) Commerce Analytics

Comercia Global Payments offers all its Establishments the service called Commerce Analytics. Said service allows the Establishment to access the information on the products and services contracted with Comercia Global Payments and also manage queries, questions or incidents regarding said products or services.

The agent of the Establishment or users authorised by the agent of the Establishment may access Commerce Analytics on an electronic device (for example: their personal computer, mobile phone, tablet or any other device that has an internet connection and meets Comercia's technical requirements). Establishments that have access to CaixaBank's "CaixaBankNow" digital banking site will be able to access the Commerce Analytics functionality directly without having to enter security credentials. Those Establishments without access to CaixaBankNow can do so at the web address: www.commerceanalytics.es When the user logs in for the first time, it will be necessary for them to enter their identifier and the security codes that Comercia Global Payments has previously provided via email and SMS.

Establishments who log in directly at www.commerceanalytics.es have to enter a security credential (e.g. password) it will have defined. **Your phone number is very important: it is a channel through which we will send you security codes and other alerts. Therefore, should you change said phone number you must inform Comercia Global Payments.**

Do not give out your passwords, leave them visible, or give other people access to them. We recommend you do as follows:

(a) do not save or stick you access codes on your device; (b) use a latest-version antivirus; and (c) never use links to the CaixaBank/Comercia Global Payments websites from an email or third-party website.

If you know or suspect that someone has access to your codes or your mobile phone, you must immediately inform Comercia Global Payments so that we can take measures to avoid any further access to them. You can do this by writing to the following email address: commerce.analytics@comerciaglobalpay.com

Comercia Global Payments is not responsible for service interruptions, errors, loss of information, breach of confidentiality and unwarranted access to Commerce Analytics information caused by exceptional and unforeseeable circumstances. Such circumstances include natural disasters, interruptions in Internet access caused by the phone company or cyberattacks on your PC.

This service is available 24 hours a day, 365 days a year. However, Comercia Global Payments may have to suspend or interrupt the service if:

(a) we suspect that your identity has been supplanted; (b) we detect security problems or an improper use of the service; (c) you breach your obligations; (d) we are making improvements or modifications to Commerce Analytics. In these cases we undertake to inform you of these circumstances and the reasons for our decision as soon as possible. Whenever we can, we will inform you before we interrupt the service.