

# Framework contract for payment services

## 1. Payment Service Provider:

Kutxabank, S.A., FIN A95653077, bank with registered address at Gran Vía, 30-32 - 48009 Bilbao, registered at the Registry of Financial Institutions of the Bank of Spain with number 2095 and with email address: www.kutxabank.es.  
The bank's activities are supervised by the Bank of Spain (Alcalá 48, 28014 Madrid).

## 2. Scope of application:

The purpose of this Framework Contract is to regulate (I) all payment transactions, (II) cash deposits and withdrawals from a payment account, and (III) issue and acquire payment instruments performed by the Client with Kutxabank, as well as, when applicable, payment initiation and account aggregation services pursuant to existing contracts between both parties. The parties agree that when the Client is not the consumer, the provisions contained in Order ECE 1263/2019, of 26 December shall not apply, nor the other provision on the transparency of banking services (among others, Order EHA / 2899 /2011, of 28 October, on the transparency and protection of banking service clients and Bank of Spain Circular 5 / 2012, of 27 June), except for those prescriptive for non-consumers.  
Furthermore, the parties expressly agree that, when the Client is neither a consumer nor a micro-enterprise, in accordance with the definitions of Articles 3.8 and 3.25 respectively of Royal Decree Law 19/2018, on payment services and other urgent measures in financial matters that Titles II and III of the aforementioned Royal Decree Law are not applicable except in those provisions that are preceptive.

## 3. Payment transaction scheme:

**3.1. Authorization of the transaction:** Payment transactions are defined as those authorised by the Client when he/she has given consent for them to be initiated or executed. It shall be understood that such consent has been granted when the order to execute the transaction itself has been issued by the Client, directly or indirectly, in writing addressed to Kutxabank, when the former has used any Payment Instrument, such as this expression is defined in Section 4.1 below, or when he/she has communicated to Kutxabank, by means of any medium, his/her approval with the payment transactions initiated or performed by third parties, be it before, simultaneously or subsequently to their execution. In any case, the Client's payment orders must include the payee's unique identifier of such order, said unique identifier is understood to be the Client Account Code (CCC) or the International Bank Account Number (IBAN).  
Once the payment order is executed in accordance with the unique identifier, it shall be considered correctly executed in relation to the payee specified in said identifier. If the unique identifier provided by the Client were incorrect, Kutxabank shall not be liable for the non-execution or defective execution of the payment transaction. Nevertheless, Kutxabank will make all reasonable efforts to recover the funds of the payment transaction. In case it is not possible to recover the funds, Kutxabank will provide the Client, upon written request, all the relevant information it has available for the Client to file a legal claim in order to recover the funds. Kutxabank shall only be liable, for the purpose of correct performance, of the execution of the payment transactions according to the unique identifier provided by the user of the payment services.

**3.2. Receipt of payment orders:** The payment orders issued by the Client, regardless of it being made directly by the Client, by an initiation service provider on behalf of the Client or indirectly through a payee, before 15:00 of a working day, will be understood to have been received by Kutxabank on the same working day. In the event the order is issued at 15.00 o'clock or any time later on that working day, or issued on a non-working day, such order is understood to be received by Kutxabank on the following working day. "Working days" means, all those days Kutxabank is open for business, for whatever purposes for the execution of a payment transaction.

**3.3. Transaction declined:** Kutxabank may only decline a payment transaction for objective and duly substantiated reasons. In case the transaction is declined, Kutxabank will notify the Client of the reasons for such refusal and the procedure to rectify the possible factual errors leading to it, except if said notification is not possible due to legal requirements. The notification shall be made or shall be made accessible at the latest on the following working day to the receipt of the order.

**3.4. Revocability of the orders:** When the payment transaction has been initiated by a payment initiation service provider or by the payee or through him/her, the payee will not revoke the payment order once he/she has given the payment initiation service provider his/her consent to initiate the payment transaction or once he/she has given consent to execute the payment transaction to the payee.  
The Customer may not revoke a payment order after it has been received by the payer's payment services provider, except for the following cases:  
1) In the cases of direct debiting and without prejudice to refund rights laid down in the regulations applicable, the payee may revoke a payment order at the latest at the end of the working day prior to the day agreed for debiting the funds into the payee's account.  
2) In the case that the time of receipt corresponds to a date agreed in advance between the Client who initiates the order and his/her payment service provider, the former may revoke the payment order at the latest at the end of the working day prior to the day agreed.

Once the time limits established in the sections above have elapsed, the payment order may only be revoked if agreed so between the Client and the corresponding providers of such payment services. Additionally, the payee's consent will also be required.

**3.5. Unauthorised or incorrectly executed payment transactions:** Should the client be aware of an unauthorised or incorrectly executed payment transaction, he/she must inform Kutxabank without undue delay when he/she becomes aware. In any case, the Client must carry out such communication within a maximum period of thirteen (13) months from the date of the debit or credit.  
Kutxabank shall immediately and, at the latest, at the end of the working day following the day in which the non-authorisation or incorrecion of the transaction has been notified, return the amount of the unauthorised transaction and, when applicable, restore said amount in the payment account debited to the situation that would have existed if no such payment transaction had been performed, except where legally required.  
The Client shall be obliged to bear, up to a maximum of 50 euros, the losses derived from the unauthorised payment transactions resulting from the use of a payment instrument that is lost, stolen or misappropriated by a third party, unless:  
a) The Client is not able to detect the loss, theft or misappropriation of a payment instrument before a payment, except where the Client himself/herself has acted fraudulently, or  
b) The Client has incurred such losses due to having acted fraudulently or due to having breached, deliberately or due to serious negligence, one or several of the obligations established in this Framework Contract or in the contract regulating the payment instrument itself.  
c) The loss was subsequent to the notification by the Client to Kutxabank of the loss or theft referred to in Section 4.3 below.

In any case, the Client will not be held liable in case of theft, loss or misappropriation of a payment instrument when the transactions have been performed non-face-to-face only using the payment data printed on the instrument itself, provided no fraud nor gross negligence has been carried out by he/she in fulfilling his/her obligations as custodian of the payment instrument as well as the personalised security credentials and has notified such circumstance without undue delay. Personalised security credentials refer to those personalised elements that Kutxabank provides the Clients for authentication purposes.

**3.6. Payment transactions initiated by the payee:** The Client will have the right to the return by Kutxabank of the amounts corresponding to authorised payment transactions, initiated by the payee or through him/her, provided they fulfil the following conditions:  
a) when the Client gave the authorisation, it did not specify the exact amount of the transaction; and  
b) such amount exceeds what the Client could reasonably expect bearing mind his/her previous spending patterns and the circumstances pertaining to the case. The Client will have to demonstrate that said conditions are met.

Notwithstanding the foregoing, the Client will not be entitled to a refund when (i) he/she has given his/her consent to execute the payment transaction directly to the payment service provider, and (ii) the payment service provider or payee have provided or made available to the client, in the form agreed, the information relative to the future payment transaction at least four weeks in advance of the scheduled date.

The Client may request the reimbursement in a period of eight (8) weeks from the debit date of the funds in his/her account.

Kutxabank will return the full amount of the payment transaction or justify its refusal within a maximum of ten (10) working days from the receipt of the corresponding request from the Client.

## 4. Payment instruments

**4.1. Applicable regime:** All the Payment Instruments provided by Kutxabank to the Client, at the request of the latter, will be subject to the regime and limits foreseen in this Framework Contract and, in particular, as laid down in the Contract issued for the specific Payment Instrument.  
For the purposes provided in this Framework Contract "Payment Instrument" means any personalised device or set of procedures agreed to by Kutxabank and the Client, and used by the latter to initiate a payment order.

**4.2. Blocking:** Kutxabank may block the use of a Payment Instrument for objectively justified reasons related to the security thereof, the suspicion of its unauthorised or fraudulent use or, in case it is associated to a line of credit, if its use might significantly increase the risk of the Client being unable to fulfil his/her obligation to pay.

Kutxabank shall inform the Client, by any media it deems appropriate to do so, of the blocking of the Payment Instrument and reasons thereof, if possible, prior to such blocking and, failing this, immediately after, unless the communication of such information proves to be compromising due to objectively justified reasons or contrary to any regulatory provision. Kutxabank shall unblock the Payment Instrument or replace it for another new one, at no cost, once the reasons for the blocking have ceased to exist. The Client may request the unblocking in writing and may submit it to any Kutxabank branch office.

**4.3. Client obligations:** in addition to all the obligations contained in other contracts signed with Kutxabank relative to Payment Instruments held by the Client as well as in this Framework Contract in particular, the latter must also comply with the following obligations:

- a) Take every reasonable step to ensure the protection of the personalised security credentials relative to the Payment Instrument.
- b) In the case of loss, theft, misappropriation or unauthorised use of any of his/her Payment Instruments, notify Kutxabank without delay, after becoming aware of the fact, dialling toll-free telephone number 900 44 55 66 or, where appropriate, through any other medium referred to in the particular regime applicable to the corresponding Payment Instrument, as contained in the contracts signed by Kutxabank and the Client relative to them.

Kutxabank shall guarantee all the appropriate and free of charge means are available at all times to enable the Client to make such notification or request, when applicable, a deblocking in accordance with Section 4.2 above. In this regard, Kutxabank shall provide the Client free of charge, when he/she requires, such means to prove that he/she has made such notification, during the following 18 months thereof.

**4.4. Kutxabank's obligations:** Kutxabank undertakes, in relation to the Payment Instruments of which the Client is holder, to perform the following:

- a) to refrain from sending the Client any Payment Instrument unsolicited by him/her, except where the Payment Instrument already given has to be replaced for whatever causes, including the incorporation to said instrument of new functions not expressly solicited by the Client. This replacement shall be free of charge.
- b) to prevent all use of the Payment Instrument once notification of its loss, theft or unauthorised use has been given.
- c) to provide once a month, free of charge and as agreed with the Client, in a format enabling the Client to store and reproduce without changes, the following information:
  - a reference enabling the Client to identify each payment transaction and, where appropriate, the information relative to the payee;
  - the amount of the payment transaction in the currency it has been charged to the Client's payment account or in the currency used for the payment order;
  - the amount of whatever expenses of the payment transaction and, where appropriate, the corresponding breakdown of such amount or the interest payable by the Client;
  - when applicable, the exchange rate used in the payment transaction by the Client's payment service provider, and the amount of the payment transaction after such currency conversion;
  - the debit value date or the date of receipt of the payment order.

Notwithstanding the foregoing, if the Client were to request Kutxabank for additional information to that described above, a more frequent delivery than stated or it be communicated using means of communication to those agreed, Kutxabank may charge the appropriate expenses, provided for this purpose in its Book of Fees.

Kutxabank, upon request of a payment service provider who issues payment instruments based on cards, shall immediately confirm the availability of the funds in the Client's payment account in order to execute a card-based payment transaction, provided all the following conditions are met:

- a) the payer's payment account is accessible online at the time of the request;
- b) the Client has given explicit consent to Kutxabank to respond to the requests of specific payment service providers to provide confirmation that the amount corresponding to a specific card-based payment transaction is available in the payer's payment account;
- c) the consent referred to in letter b) must be given before performing the first request for confirmation.

The confirmation from Kutxabank shall only consist in an affirmative or negative response. Kutxabank, shall in no case provide a balance statement, nor block funds in the Client's payment account.

## 5. Limitations on the use of the payment instrument and access to payment accounts by payment service providers.

Kutxabank may deny access to a payment account to a payment service provider who provides the information service on accounts or to a payment initiation service provider for objectively justified and duly documented reasons related to unauthorised or fraudulent access to the payment account by the payment service provider who provides information services on accounts or the payment initiation service provider, in particular with the unauthorised or fraudulent initiation of a payment transaction. In such cases, Kutxabank shall inform the Client of the denial of access to the payment account and the reasons to this effect. This information shall be facilitated to the Client, if possible, before denying access and, at the latest, immediately after the denial, unless the communication of such information endangers objectively justified security measures or is prohibited by other legal provisions. Kutxabank will enable access to the payment account again once the reasons for denying access cease to exist.

When a specific payment instrument is used for the purposes of giving consent, a spending limit applicable may be established to the payment transactions executed by means of said payment instrument.

## 6. Execution time and value date

### 6.1. Scope of application

All the payment transactions made by the Client through Kutxabank in euros, as well as the national payment transactions in the currency of a non-eurozone member State, and those payment transactions that only involve a currency conversion between the euro and the currency of the non-eurozone member State, provided that the corresponding conversion is performed in a non-eurozone member State and in the case of cross-border payment transactions, the cross-border transfer is performed in euros, these are subject to the regime indicated in Section 6.2.

Payment transactions other than those included in the previous paragraph shall be governed, as regards execution time and value date, in accordance with the particular conditions regarding each transaction, which will be notified to the Client, for their acceptance. These conditions will, additionally, establish the exchange rate applicable, where appropriate, to each transaction.

In the cases in which the Client is the payee of a payment order issued in a currency other than the euro, the exchange rate applicable to the payment will be: a) the rate previously agreed by the client. In the event the exchange rate for such purpose has not been previously agreed with the client, b) if the counter-value of the transaction is an amount equal to or less than 3,000 euros, the exchange rate published by Kutxabank for transactions whose counter-value does not exceed 3,000 euros shall be applied or c) the market exchange rate provided by Bloomberg; on its BFIX page corresponding to the day and time of the payment with a maximum differential of 1% for counter-value transactions over 3,000 euros.

### 6.2. Availability and value date

For the purposes of this Framework Contract, "value date" means, the time used by Kutxabank as a reference for calculating the interest of the funds paid or charged to one of the Client's payment accounts.

The payment orders made by the Client or those in which he/she is the payee shall be subject to the following regime regarding the availability of the funds and the value date:

- a) When the Client deposits cash into a payment account, in the currency of said account, he/she may have the deposited amount available from the very moment in which the receipt of funds takes place. The value date of the receipt of funds shall be the day when such receipt is made.
- b) Kutxabank shall ensure the amount of the payment transaction ordered by the Client is paid into the account of the payee's service provider, at the latest, at the end of the following working day of the time of receipt of the payment order by Kutxabank, in accordance with aforementioned Section 3.2. This period shall be extended by one working day for paper-initiated payment transactions.

The value date of the debit into the Client's payment account shall be no earlier than the amount of the payment transaction is debited into said account.

When it is a transaction initiated by the Client and prior to the execution of the transaction, if requested by the Client for this specific payment transaction, Kutxabank shall provide explicit information on the maximum execution period as well as the expenses he/she must pay, including, when applicable, a breakdown of the amounts.

- c) In case the Client is the payee, Kutxabank shall establish the value date and availability of the amount of the payment transaction into the Client's account according to the following:

- (I) The value date of the debit into the Client's payment account shall be no later than the working day on which the amount of the transaction is credited into the Kutxabank account.
- (II) Kutxabank shall ensure the amount of the transaction is available to the Client immediately after it is credited into the Kutxabank account, provided (i) it involves no currency conversion or (ii) if so, the conversion is carried out between the euro and the currency of a Member State or between the currencies of two Member States.

This regime shall be applicable to all those transactions whose credit or debit takes place in payment accounts or other deposit accounts held by the Client in Kutxabank. In the case of cheques or other transactions subject to the suspensive condition, the aforementioned regime shall only be applicable when the final credit has been made into the Kutxabank account.

## 7. Responsibility in case of non-execution or defective execution or delay of a payment order.

### 7.1 Payment order initiated directly by the payer

In case the Client directly initiates a payment order, Kutxabank shall be liable to the former for the correct execution of the transaction until its amount is credited into the payee's service provider's payment account. In such a case, if the order is not executed or is so defectively, Kutxabank would return to the Client without any undue delay the amount corresponding to the transaction and, where appropriate, shall restore the balance of the payment account to the situation in which it would have been if the defective transaction had

not taken place. The value date of the credit into the payer's payment account shall be no later than the date on which the debit of the amount has been carried out.

In the case the Client is the payee of a payment order initiated by a third party, Kutxabank shall be liable to the Client for the correct execution of the transaction from the time the amount is credited into the Kutxabank account. From then on, if the order is not executed or done so defectively, Kutxabank shall immediately make the corresponding amount of the transaction available to the Client. The value date of the credit into the Client's payment account shall be no later than the date on which the value date would have been attributed in the case of a correct execution of the transaction.

When a payment transaction execution is delayed, the payee's payment service provider shall ensure that, prior to the payer's payment service provider's request on his/her behalf, the value date of the credit into the payee's account shall be no later than the date on which the amount would have been attributed in the case of a correct execution of the transaction.

In the case of a non-executed or defectively executed payment transaction in which the payer has initiated the payment order, the payer's payment service provider, on request and regardless of the responsibility determined under this section, shall immediately attempt to trace the payment transaction and notify the payer of the results. No expense will be charged to the payer.

#### 7.2 Payment orders initiated by the payee or through him/her

In the case the Client initiates a payment order, as payee, Kutxabank shall be liable for the correct transmission of the payment order to the payer's payment service provider.

When the payee's payment service provider is liable in accordance with this section, it shall immediately return the amount of the payment order to the payer's payment service provider. When the transmission of the payment order is delayed, the value date corresponding to the credit of the amount into the payee's payment account shall be no later than the value date that it would have had in the case of the correct execution of the transaction. Furthermore, Kutxabank will ensure that, once the corresponding payment transaction amount has been credited to its account, such amount shall be made available to the Client immediately after such credit has been carried out. The value date corresponding to the credit of the amount into the payee's payment account shall be no later than the value date it would have had in the case of the correct execution of the transaction.

In the case of a non-executed or defectively executed payment transaction in which the payee's payment service provider is not liable, the payer's payment service provider shall be liable to the payer. When the payer's payment service provider incurs as such into liability, it shall return to the payer, as appropriate and without undue delay, the amount of the non-executed or defectively executed payment transaction and shall restore the payment account in which the debit has been carried out to the situation in which it would have been if the defective payment transaction would not have been carried out. The value date of the credit into the payer's payment account shall be no later than the date in which the amount has been debited.

This obligation shall not be applied to the payer's payment service provider if said provider can prove the payee's payment service provider has received the amount of the payment transaction, even if the payment has simply been executed with delay. In such case, the payee's payment service provider shall attribute a value date to the amount corresponding to the credit of the amount into the payee's payment account which shall be no later than the value date it would have had in the case of the correct execution of the transaction.

In the case of a non-executed or defectively executed payment transaction in which the payment order has been initiated by the payee or through him/her, the payee's payment service provider, prior request and regardless of the liability determined in this section, shall immediately attempt to trace the payment transaction and notify the payee of the results. No expense will be charged to the payee.

The liability regime described shall not be applied in the case of exceptional and unforeseeable circumstances beyond the control of Kutxabank, the consequences of which would have been unavoidable despite efforts to the contrary.

### **8. Strengthened Authentication for Clients**

Authentication shall be based on two or more elements which are categorised as knowledge, possession and inference, and shall result in the generation of an authentication code accepted by Kutxabank only once. Furthermore, Kutxabank shall carry out a risk assessment analysis whereby it shall analyse particular factors in the context of the normal use of the payment instrument. Only if the assessment of these factors provides a positive result, it is envisaged that certain possible exemptions to strengthened authentication would be applied, always in accordance with applicable regulations, which includes the possibility of not implementing strengthened authentication, including but not limited to, in low value transactions, low risk transactions, recurrent transactions, or reliable payees, among others.

### **9. Fees**

In accordance with current regulations, the fees and expenses attributable applied pursuant to this Framework Contract shall be those contained in the Book of Fees in relation to each of the services and performance to which said booklet refers.

When a payment account is offered as part of a package, along with another product or service not associated to the payment account, Kutxabank shall inform the Client whether it is or is not possible to obtain the payment account without acquiring the package and, if so, would provide the information separately on the costs and fees associated to each one of the other products and services offered in such package that may be acquired separately.

### **10. Duration and Termination**

This Framework Contract shall be in force as long as any contracts signed by Kutxabank and the Client remain effective resulting in (I) payment transactions, (II) cash deposits or withdrawals from a payment account, and (III) issuance and acquisition of payment instruments, as well as (IV) payment initiation services and account aggregation. The Framework Contract shall end simultaneously and automatically with the completion of the aforementioned contracts.

Notwithstanding the foregoing, the Client may terminate this Framework Contract without prior notice. Kutxabank shall proceed to perform the order of termination of Contract before 24 hours have elapsed since receiving the request from the Client. Nevertheless, the 24-hour deadline shall not be implemented if the Client has another financial product or service contracted the management of which requires maintaining open a payment account, or in such other cases laid out in the applicable regulations.

The termination of the Framework Contract shall be free of charge for the Client unless the Contract has been in effect at least six (6) months, in which case, any fee or expense applicable for termination shall be suited and adjusted to the costs.

If the termination of this Framework Contract has been sought by Kutxabank, a period of notice of two (2) shall be required in order to undertake such termination.

From the fees and expenses collected periodically for the payment services which, where appropriate, the Client has contracted, only the proportional part of the outstanding amount shall be paid until the termination thereof. When such fees and expenses have been paid in advance, they shall be reimbursed proportionally to the duration of the period covered by the fee or expense concerned.

### **11. Modifications of the Framework Contract**

Kutxabank shall provide the Client with whatever modification of the conditions of this Framework Contract individually and on a durable medium, at least two (2) months in advance of the date foreseen for the entering into effect of the proposed modification.

**The Client is deemed to have accepted the modification in the case he/she does not communicate his/her non-acceptance to Kutxabank before the date of entry into effect through the same medium it was notified.** The Client may terminate this Framework Contract immediately and at no cost before such date.

However, whatever modifications which, unequivocally, are more favourable for the Client, may be applied immediately.

Notwithstanding the foregoing, modifications of reference interest or exchange rates, where appropriate, shall be immediately applied, informing the Client.

### **12. Termination of basic payment accounts contracts**

Kutxabank may unilaterally terminate the framework contract of the basic payment account, without prejudice to the regulations relative to payment services applicable at any time, when any one of the following conditions is met:

- a) The Client has deliberately used the account for illicit purposes.
- b) No transaction has taken place in the account for more than 24 consecutive months.
- c) The Client, in order to obtain the basic payment account, has provided incorrect information when, having provided the correct information, he/she would not have been entitled to such account.
- d) The Client does not legally reside in the European Union, with the exception of such persons who do not hold a residence permit but whose expulsion is impossible due to legal or factual grounds.
- e) The Client has subsequently opened an account in Spain enabling him/her to use the associated services of the basic payment accounts, in accordance with Article 8 of Royal Decree Law 19/2017, of 24 November, on basic payment accounts, payment account switching and comparability of fees.
- f) The Client has not provided the documentation or information required in the course of the business relationship, making it impossible to apply due diligence measures or other obligations provided by Law 10/2010, of 28 April.

If Kutxabank were to terminate the contract of a basic payment account due any of the reasons in the aforementioned letters b), d) or e), it shall notify the client, free of charge and in writing at least two months before the termination were effective, of the reasons and justification of such termination. If it were to terminate it due to the reasons indicated in letters a), c) or f), the termination shall become effective immediately and, in the case of letter f), without having to justify it.

### 13. General valuation rules

Delivered along with this contract are the general valuation rules applicable to credit and debit transactions in asset or liability accounts.

### 14. Personal data

The regime applicable to personal data provided by the Client to formalise this Contract, as well as others provided beforehand and any other provided for maintaining and developing contractual relations with Kutxabank shall be governed in accordance with the Annex of this Contract, Annex that forms an indissociable part of this Contract.

### 15. Processing incidents and out-of-court complaint procedure

For the resolution of incidents, the Client may come to the Bank branch office in which he/she regularly operates and, in the case of a non-satisfactory response, file a complaint or claim in writing to the Kutxabank Client Service (Gran Vía 30-32, 2ª planta 48009 - BILBAO), in accordance with the operating regulations of such Service, and prior to submitting the complaint or claim under the procedures established by the competent authorities and which will be generally informed in all the Kutxabank branch offices as well as on its website. The Kutxabank Client Service shall deal with all the issues addressed, in a period of fifteen working days at the latest, from the receipt of the claim. In exceptional situations, if an answer cannot be provided within the fifteen working day period for reasons beyond its control, Kutxabank shall send an interim response, substantiating the delay in the response to the claim and shall specify the period in which it shall issue the definitive response. In any case, the period for receipt of the definitive response shall not exceed one month.

The submission of a complaint or claim before the aforementioned Kutxabank Client Service constitutes a previous instance the Client must meet in order to submit his/her complaint or claim before the competent authorities, in the case the response from the aforementioned Kutxabank Service is not satisfactory for the Client, or such response is not issued within the period by the Service.

Kutxabank is not a member of a consumer arbitration board for the resolution of conflicts regarding this Contract.

### 16. Applicable legislation

This Framework Contract shall be governed, in matters not provided explicitly therein, in accordance with Spanish legislation relative to payment services and other legislation applicable at any time.

### 17. Communications, communication channels and copy of the contract

The Client, at any time of the contractual relationship, may obtain from Kutxabank, on paper or on another durable medium, a copy of the general conditions of any of his/her contracts, including the general valuation rules applicable to credit and debit transactions in asset and liability accounts attached therein and are also available to the Client on the Kutxabank website: [www.kutxabank.es](http://www.kutxabank.es) to facilitate consultation at any time.

Kutxabank shall communicate with its Clients, by means of any telematic or electronic media it has available, including its own Multi-channel Bank operating services: Online Bank, mobile, ... etc., as well as SMS messages or to any of the Client's addresses included in the Bank's registers, respecting at all times the security and applicable regulations and/or necessary requirements for the proper performance of the contractual relationship. At any time, the Client may request Kutxabank to not receive telematic or electronic communications. In this case, Kutxabank may pass on the costs of sending them. Notwithstanding the foregoing, Kutxabank for operating and/or technical reasons as well as requirements resulting from current legislation could choose to use alternative channels (for example, postal mail) in which case, such costs shall not be passed on, except in cases legislatively foreseen. Additionally, the customer may communicate with the bank in relation to this contract for conveying any communications, incidents, questions or queries, through any of the channels the bank puts at your disposal: Branch offices, Online Bank, ... etc., for these purposes, as well as by toll-free telephone number 900 44 55 66. Likewise, Kutxabank may send, via any means of telematic or electronic communication provided by the Client for such purpose, notifications and warnings and/or any type of information not previously included, and that the bank may consider of interest for the client, relative to the execution of signed contracts, or transactions performed therein.

The Client may communicate with Kutxabank and receive documents and other information in Spanish, and, in those cases in which it is provided in the autonomous regulations, in those other languages recognised as official by the State of Spain.

### 18. Limitations of channels and service hours for performing certain transactions in deposit accounts

The Cashier Service hours assisted by a manager as well as the operations provided through this Service (in particular, but not limited to: deposits to third parties, withdrawals above or below a certain amount, payment of non-direct debited bills, etc.), may be limited or restricted to certain time slots and days of the week. The limitations which, where appropriate, might be established may be consulted at any branch office, where they are easily seen on the corresponding signage.

### 19. Prevention of Money Laundering and Terrorist Financing

In accordance with the Policy on the Prevention of Money Laundering and Terrorist Financing of Kutxabank Group and without prejudice at any time of that established in other regulations of obligatory compliance for the bank, Kutxabank shall establish performance standards and control systems in order to prevent its services being used for money laundering and terrorist financing adopting whatever measures it considers appropriate for such purpose.

Kutxabank shall identify and check, by means of dependable documents, the identity of any natural or legal persons who wish to establish business relations with the bank and shall perform reviewing processes periodically in order to ensure the documents, data and information obtained are kept updated and are in effect. It shall also seek relevant information from its clients to understand the nature of their professional or business activity and shall adopt measures aimed at reasonably checking the accuracy of such information. The Bank, in accordance with current regulations, shall undertake ongoing monitoring of the business relationship, including scrutiny of transactions undertaken to ensure that these are consistent with the knowledge of the client and his/her business profile and risk.

Additionally, to the aforementioned, Kutxabank shall exercise due diligence in the execution of transactions. But not limited to, it may block and return transactions, refrain from executing them and even proceed to close relations and cancel contracts when it deems appropriate in order to avoid its services being used for activities of an illicit nature.

## A1. Digital signature

The holders of this contract authorise Kutxabank to collect their signature through devices that digitise handwriting. The digital signature in any document will have the same value as a handwritten signature on paper.

## A2. Telematic signature

For all operations carried out via remote service channels (internet, mobile phone, telephone) Kutxabank will validate the access process currently in force in order to authenticate the holder. For some operations, Kutxabank will require additional authentication protocols. The use of personal keys by the Customer to carry out operations in any remote service channel, will be considered contractual signatures with the same value as a handwritten signature on paper. Kutxabank may establish alternative or complementary systems for access through a new access system, in accordance with any controls considered necessary to protect the security of the operation.

If any signature is made via remote channels (i.e. not in person), both natural persons acting for purposes other than their trade, business, occupation or profession and legal persons and entities without legal personality acting for non-profit motives in a field other than a trade or business shall have a period of fourteen calendar days to withdraw from the agreement. For this, they should contact Kutxabank via telephone on 900 44 55 66 or by letter sent by urgent certified post to Kutxabank C/ Gran Vía, 30-32 - 48009 Bilbao at the Kutxabank Service by Telephone.

This right shall not be applied to any contracts for financial services whose price depends on fluctuations in financial markets over which the supplier has no control and which may occur during the period in which the right to withdrawal may be exercised (currency exchange, money market instruments, negotiable securities, shares in CII, futures contracts and interest rate swaps, index-referenced contracts, prices or interest rates, tie agreements in which at least one of the businesses has been involved in one of the transactions previously mentioned, etc.); contracts that have been executed in full by both parties at the express request of the Client before they exercise their right to withdraw, such as transfer orders and payment operations; declarations by Customers made before a Notary and pension plans, as well as any other contracts and products contemplated by the current legislation. Exercising this right involves the payment of the services rendered or of accrued interest, where applicable.

With this telematic signature, the Client has expressly requested the arrangement of this contract from Kutxabank, using a method of remote communication that does not permit the transmission of contractual conditions and the information in hard copy or another long-lasting form with sufficient notice for the formalisation of the contract or acceptance of the offer.

## A3. Ineffectiveness of the contract

The contract will not come into effect until all its holders have given their express consent to the presents conditions by putting their name by handwritten or telematic signature, in the terms considered in this contract.

The date of effect of this contract is established, similarly, as the date on which it was signed by the last acting party.

The holders of the contract have a period of 14 days to give their consent to this contract. If not all of the holders have signed it after this period, Kutxabank will consider that its holders have withdrawn, and therefore it will have failed to come into effect.

If these conditions undergo modifications before holders have given their express consent to the contract, the contract will not become effective.

## A4. Contract receipt

The holder may choose between physical or electronic receipt of this contract document.

## A5. Communications with the Customer

The Customer, at any time during the contractual relationship, may obtain from Kutxabank, on paper or in another durable medium, a copy of the general terms and conditions of any of its contracts, including the general appraisal rules applicable to debit and credit transactions in active and passive accounts that are attached to these and that are also at the Customer's disposal on the Kutxabank web page: [www.kutxabank.es](http://www.kutxabank.es) so that they can be consulted at any time.

Kutxabank will communicate with its Customers, by any telematic or electronic means at its disposal, including its own Multichannel Banking operating services: Online Banking, mobile, ... etc, as well as through SMS messages, or those sent to any of the Customer's addresses that appear in the Bank's records, while always respecting the requirements regarding security and the applicable rules, and/or that are necessary to ensure that contractual relations are conducted in a proper manner. The Customer may request, at any time, not to receive messages by telematic or electronic means from Kutxabank. In this case, Kutxabank may charge them for the mailing costs. Notwithstanding the foregoing, for operational and/or technical reasons, as well as for requirements resulting from the legislation currently in force, Kutxabank might opt for alternative channels (for example, by post) in which case, it will not charge for these costs, except in cases provided for by law. Additionally, the customer may communicate with the bank in relation to this contract for conveying any communications, incidents, questions or queries, through any of the channels the bank puts at your disposal: Branch offices, Online Bank, ... etc., for these purposes, as well as by toll-free telephone number 900 44 55 66. Kutxabank may also send, by any telematic or electronic medium provided by the Customer for this purpose, warning and alerts and/or any kind of information that has not been included beforehand, and that the bank may consider to be of interest for the customer, regarding the fulfillment of the contracts that have been signed, or transactions carried out with them.

The Customer may communicate with Kutxabank and receive documents and other information in Spanish, and, in those cases in which this is provided for by autonomous legislation, in those other languages recognised as having official status by the Spanish State.

### Basic Information on Data Protection

<b>Controller</b>	<p>Identity: Kutxabank, S.A.          Postal address: Gran Vía, 30-32 - 48009 Bilbao          Email address: <a href="mailto:info@kutxabank.es">info@kutxabank.es</a>          Data Protection Officer Contact: <a href="mailto:dpo@grupokutxabank.com">dpo@grupokutxabank.com</a></p>
<b>Data categories used</b>	<p>You may find detailed information in section 3 of this Policy</p> <ul style="list-style-type: none"> <li>- Data you have provided us with when taking out your contracts or during your relationship with us             <ul style="list-style-type: none"> <li>- Identification and contract data, level of income, products and services taken out, relationship with the product (condition of holder, authorised person or representative), MiFID category.</li> <li>- Data relative to the maintenance of products and services.</li> <li>- Financial data, products taken out with the Entity and historical record of payments. Data obtained from the communications between both parties on walls, videoconferences, telephone calls or equivalent media of data obtained from your browsing through our webpages or mobile applications and the browsing carried out thereof (device ID, advertising ID, IP address and search history), if you have accepted the use of cookies and similar technologies in your navigation devices. Data collected on call recordings.</li> <li>- Data inferred or deduced by Kutxabank from the analysis and processing of remaining data categories.</li> <li>- Customer groupings in categories or segments, or categorising in accordance with the Market in Financial Instruments Directive ("MiFID").</li> <li>- Scoring assigning payment or non-payment probabilities or risk limits.</li> </ul> </li> <li>- Data you have provided to us directly, obtained from sources accessible to the public, public registers or external sources. These data are:             <ul style="list-style-type: none"> <li>- Data on asset and credit solvency obtained from the Asnef and Badexcug files</li> <li>- Data on risks maintained in the financial system obtained from the Bank of Spain's Risk Information Centre (CIRBE)</li> <li>- Data of persons or entities included in laws, regulations, guidelines, resolutions programmes or restrictive measures in terms of international economic-financial sanctions imposed by the United Nations, the European Union, the Kingdom of Spain, the United Kingdom and/or the U. S. Department of the Treasury's Office of Foreign Assets Control (OFAC).</li> <li>- Data accessible to the Public such as those resulting from press inquiries, SM, internet newspapers and official bulletins, public registries, or resolutions from Public Administrations.</li> </ul> </li> </ul>

<p><b>Main purposes of processing and legitimization</b></p>	<p>You may find detailed information in Section 4 of this Policy</p> <ul style="list-style-type: none"> <li>- Customer registration, study of contracting requests, application of pre-contractual measures and performing of risk assessments.</li> <li>- Forming, managing, controlling, maintenance and updating of the contractual relationship, including managing customer complaints.</li> <li>- Meeting accounting, legal, tax and administrative obligations, including those related to creditworthiness, prevention of money laundering and/or fraudulent conduct.</li> <li>- Processing of data relating to the compliance or non-compliance of monetary obligations of legally qualified cases or based on the consent of the data subject.</li> <li>- Meeting the existing legal obligations in terms of money laundering and the financing of terrorism.</li> <li>- Processing aimed at the prevention of fraudulent conduct based on the legitimate interest of Kutxabank.</li> <li>- Sending commercial communications protected by the consent of the recipients or, where applicable, in legitimate interest.</li> <li>- Profiling for taking out products and additional scoring and risk assessment processing, protected by the concept of legitimate interest or, where applicable, on the consent of the data subjects, according to the data used. If automated decision-making is derived from this processing which significantly affect you and are not necessary for formalising a contract, these will always be based on the compliance of legal obligations or with your consent.</li> <li>- Processing carried out for promotions and draws based on the consent of the data subject.</li> <li>- Processing of video surveillance based on Kutxabank's compliance of legal obligations in terms of Security of the transactions and bank facilities.</li> <li>- Processing for statistical purposes and the internal monitoring of the Entity based on its legitimate interest.</li> </ul>
<p><b>Recipients</b></p>	<p>You may find detailed information in section 6 of this Policy</p> <ul style="list-style-type: none"> <li>- Regulatory and supervisory authorities (e.g. the Bank of Spain and the European Central Bank).</li> <li>- Group Companies, and official authorities or bodies including from other countries, located within or outside the European Union, in the framework of the fight against the financing of terrorism and serious forms of organised crime and the prevention of money laundering.</li> <li>- Bank of Spain's Risk Information Centre.</li> <li>- Files relative to the failure to comply with monetary obligations in the event such non-compliance were to concur.</li> <li>- Financial Ownership File.</li> <li>- Information Sharing Service for the Prevention of Fraud.</li> <li>- Courts of law and State Law Enforcement Forces and Bodies.</li> <li>- Audit entities.</li> <li>- Other entities acting as necessary collaborators in transactions, in particular Prescribers, Real Estate Market Intermediaries, bound or not, such as real estate portals, Notaries Public, and Public Registries.</li> </ul>
<p><b>Rights</b></p>	<p>Data subjects may submit a claim before the control authority as well exercise their rights of access, rectification, cancellation, objection, limit processing, portability and not be subject to automated individual decision making as regards their personal data, in writing by means of a communication addressed to the registered office of the process controller stated above.</p>
<p><b>Origin</b></p>	<ul style="list-style-type: none"> <li>- Directly from the data subject, his/her legal representative or attorney in fact.</li> <li>- Obtained from public and private entities with which collaboration agreements are established.</li> <li>- Sources accessible to the Public such as the press, SM, the internet, newspapers and official bulletins, public registries, or resolutions from Public Administrations.</li> </ul>

Kutxabank has developed this Privacy Policy, which may be accessed at any time from [www.kutxabank.com/privacidad](http://www.kutxabank.com/privacidad) customers, were you may consult the full details of how we will use your personal data in the relationships we establish with you, similarly, you may request this information on paper from any of our branch offices.

**LIMITS ON VALUATION OF CHARGES AND DEPOSITS IN ACTIVE AND DORMANT ACCOUNTS  
IN CURRENT ACCOUNTS, CREDIT ACCOUNTS AND SAVINGS ACCOUNTS**

**DEBITS**

<b>TYPE OF TRANSACTION</b>	<b>VALUATION DATE FOR THE PURPOSES</b>
1. Cheques 1.1. Paid at cash desk or by offsetting at the drawee's branch office 1.2. Paid outright by other branch offices or entities  1.3. Taken for collection by other branch offices or entities	Same day as payment  Same day as payment. The paying office puts its stamp on indicating the date of payment. If this requirement fails to be met, the amount will be debited at the value applicable on the date it is charged to the account  Same day as debited on the draw account
2. Cash withdrawals	Same day as payment
3. Transfer orders, lodgements orders and similar orders	Same day as debited
4. Notes returned 4.1. Discounted notes 4.2. Cheques returned	Upon maturity The valuation date stated when the notes were lodged into the account
5. Regular bills which have been authorised for direct debt on account by the debtor 5.1. Charged to debtor 5.2. Returned to assignor	Date of debit The valuation applied in the lodgement
6. Purchase of foreign currency	The same day as the lodgement of the currency
7. Purchase of securities	The same day as the purchase on the Stock Exchange
8. Notes paid by direct debit	Those notes whose payment are paid by direct debit in a deposit entity, both on the note itself and in the collection notification, shall be debited on the drawee's account at the value on the day of maturity, whether they come from the entity's own directly debited portfolio or have been presented by entities through some form of clearance system or an inter-bank account (1)
9. Derived from credit cards and similar	As per the membership contract
10. Other transactions	See note (a)

1 Provided notes are presented for collection in the terms established by Law 19/1985 of 16 July governing Exchanges and Cheques. Otherwise, on the same day it is debited on the drawee's account.

**CREDITS**

<b>TYPE OF TRANSACTION</b>	<b>VALUATION DATE FOR THE PURPOSES OF INTEREST ACCRUALS</b>
1. Cash lodgements	The same day as the lodgement
2. Lodgements by cheque, etc. 2.1. By the entity itself (any office) 2.2. By other entities (1)	The same day as the lodgement The working day following the lodgement
3. Bank transfers, lodgement orders and similar: 3.1. Ordered in the Entity itself in Spain. 3.2. Ordered in other entities in Spain.	The same day it is debited to the applicant The working day on which the amount was debited to the Kutxabank account (2)
4. Discounted notes	Date the interest was calculated at (3)
5. Presentation of regular bills, the debiting of which has been previously authorised by the debtor	The same day as the debit
6. Sale of foreign currency	The next working day following the ceding of the foreign currency
7. Sale of securities	The next working day following the sale on the Stock Exchange
8. Lodgement of dividends, interest and amortised bonds, securities deposited.	The same day as the lodgement
9. In credit card accounts, cheque guarantee accounts and similar	The same day
10. Other transactions	See note (a)

(1) Including the Bank of Spain

(2) For these purposes the date should be stated in the transaction information

(3) When calculating interest, the note's date of maturity will not be included

**NOTES:**

a) In all other transactions not expressly stated here, debits and credits shall be valued as at the same day the entry is booked if no movement in funds occurs outside the entity. Otherwise, credits are valued as at the first working day following the entry date.

b) Whether or not Saturdays are considered working days or not will depend on the type of transaction in question.

If the transaction has to be delayed for causes beyond the control of the entity (payments to the Tax authorities, Stock Market transactions, Clearing Houses, etc.) then the Saturday is not a working day. In all other cases in which the transaction can be carried out on the same day, the Saturday is considered a working day.)

c) In the event of purchasing or selling foreign currency, we must also take into account the valuation of the sale/purchase itself.

### INFORMATION REGARDING THE NEGOTIATION OF CHEQUES

Description of the management procedure	<p>The amount of the cheque will be held until the payment date.</p> <p>When it is deposited with availability:</p> <ul style="list-style-type: none"> <li>• Payment will be conditioned "Subject to collection".</li> <li>• In the case of default, the client is obliged to return the amount.</li> </ul>
Maximum period until it is cashed (*)	<ul style="list-style-type: none"> <li>• Normalised cheques: hold period of 2 business days from the date of deposit.</li> <li>• Non-normalised cheques: hold period of 8 business days from the date of deposit.</li> <li>• Foreign cheques: the estimated hold period is 1 month.</li> </ul>
Fees and expenses (**)	<ul style="list-style-type: none"> <li>• Negotiation of national cheques: 0.3% of the nominal value of the cheque (minimum 3€).</li> <li>• Negotiation of cheques payable abroad and/or in foreign currencies: 0.75% of the nominal value of the cheque (minimum 18€).</li> <li>• Return of national cheques: 4.5% of the nominal value of the cheque (minimum 20€).</li> <li>• Return of cheques payable abroad and/or in foreign currencies: 4.5% of the nominal value of the cheque (minimum 25€).</li> </ul>

(\*) The elimination of the holding period is carried out during the afternoon/evening of the second day.

(\*\*) These are Maximum Rates. In the case of a return a management fee will be charged for "Declaration of Non-payment" of for the management of Protest via notary (in addition to the notary expenses). These fees are available to clients in the Tariffs of Terms and Fees for Services Booklet.

Before signing this document please read the basic information on Data Protection provided in the annex of the general conditions.

Name and Surnames / Business name: 0

I.D./Identification Document: 0

Signature: Date: 0

D/D<sup>a</sup>:

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