

GENERAL FRAMEWORK CONDITIONS VERSION No. BS08/16CMI

- A.** Common general conditions applicable to **ALL PRODUCTS AND SERVICES.**
- B.** Specific general conditions applicable to **SIGHT ACCOUNT CONTRACT**
- C.** Specific general conditions applicable to **CREDIT AND DEBIT CARD** services.
- D.** Specific general conditions applicable to the **EXPANSIÓN LINE.**
- E.** General conditions applicable to **PAYMENT SERVICES.**
- F.** Specific general conditions applicable to the **DISTANCE BANKING** service and **ALERTS SERVICE** contract.

Banco de Sabadell, S.A, (hereinafter, the Bank or Banco Sabadell) with registered offices in Alicante, Av. Óscar Esplá, 37, Tax ID A08000143, registered in the Companies Register of Alicante, vol. 4070, folio 1 and page A-156980, is a credit entity subject to the supervision of the Bank of Spain and registered with the special administrative register under number 0081. The head office of the Bank of Spain is located in Madrid, at Calle Alcalá, 48, 28014 Madrid. Internet Address: www.bde.es. The email address of the Bank is info@bancsabadell.com.

When a product or service is contracted with the bank which includes these pre-determined general conditions (hereinafter GC or General Conditions), these shall be applicable to the contract executed and form an integral part of same, after express acceptance by the Holders, without detriment to the particular or supplementary regulations that may be established which, in the event of any dispute, shall primarily govern the conditions indicated below.

Should any of these General Conditions be declared or become illegal, void or inapplicable in law, this shall not affect the legality, validity or compliance with the remaining conditions.

These General Conditions or those which may replace them in future are at the disposal of all the Holders on hard copy at the Bank's branches or in digital format on the Bank's webpage. The Holders are entitled to request these GC on a durable medium at any time via their branch.

A. COMMON GENERAL CONDITIONS APPLICABLE TO ALL PRODUCTS AND SERVICES.

- A.1. Ownership and Authorised Users.**
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A.1. Ownership and Authorised Users.

- **The Holder.**
This is the person has in their name the account, product or service contracted with the Bank. Any natural person or legal person, body or entity may be Holders (hereinafter, the Holders, even when only one) of the Bank's products and services.
- **Authorised users**
The Holders may authorise one or more persons (hereinafter, the Authorised users, even when only one) to operate and use the balance of the account or perform product or service operations with the powers and limited established by the Holders.

The authorisation granted by the Holders or by a single Holder if the account, product or service is separate will be valid and in force unless the Bank receives a notification in writing to revoke same from any of the Holders.

- **Multiple Holders**

In the case of several Holders, they may use and acts with regard to the products and/or services jointly and severally as established in the product or service contract or as established by the Bank for same. If not expressly indicated, the powers are considered to be several.

- When the powers over the account are either/or (several), the Holders or Authorised users may use, settle the account, order modifications and act individually without the Bank needing to inform the other Holders. The latter reciprocally authorise each other such that any of them, on account and at the risk of all the Holders, may order the Bank to carry out all types of operations without exception.
- When it is a joint account, the Holders or authorised agents must act jointly in the manner stipulated and only use those services which allow joint signatures, codes, passwords, cards and other instruments in place.

- **Limitations**

Minors, those subject to guardianship or any other limitation, must present the documents by virtue of which they may open and use the account or the products and services contract with the Bank. The bank declines all liability if they fail to disclose any existing impediment.

- **Succession**

In the event of death of any of the Holders, the surviving Holders or any of the authorised users, if any, must inform the Bank as soon as possible, and will be held responsible for any failure to do so. Orders carried out since the death until the time the Bank has been informed will be the sole liability of the ordering party.

- **Holders' liability**

The Holders of the account or the products/services shall be jointly and severally liable and waive the benefits of priority, excussion and division of payment of debit balances or amounts due in favour of the bank according to its records and must immediately reimburse them without the bank having to make any claim.

- **Non-consumer holders**

The account used for executing payment orders (hereinafter termed "payment account") that supports the operation or payment service will determine the status of the Holders as "consumer" or "non-consumer".

In the event the Holders are not "Consumers" (consumers are natural persons acting for purposes unrelated to their commercial, professional or economic activity) together with artificial persons and entities without legal status engaging not for profit in a manner unrelated to a commercial or company activity) the following is expressly agreed:

- That they shall not be subject to Title III of the Law Payment Services (hereinafter, PSL), nor to the precepts contained in article 23 section one of same, nor Order EHA/1608/2010, dated 14 June on the transparency of the conditions and information requisites applicable to payment services.
- They may withdraw the amount deposited the business day following the date of reception of the funds and in this case the value date of the deposit shall be the day following payment.
- That they shall not be subject to the maximum amount of liability on the part of the ordering party in the event of non-authorised payment operations as provided in art. 32, section of the PSL.
- That the Bank may modify the conditions of the contract by informing the holders with thirty (30) days' notice.
- In the event of any disagreement with the new conditions, the contract may be terminated at no charge if so done within the aforementioned thirty days and the amounts pending in respect of any item settled in accordance with the last conditions accepted by the Holders or the execution of a new contract reflecting the conditions which are to govern it as from that time. In any event, should the modifications, including the interest or exchange rates imply a benefit for the holders, the bank may apply them immediately without prior notice.
- That the Contract may be terminated and the account cancelled by the Bank or the Holders by simply giving notice in writing with a minimum of ten (10) days' notice and the Holders shall not be entitled to any reimbursement by the Bank of the expenses and fees periodically charged for the services and which have been paid in advance.
- That the Bank may request agreement with the charge via any means and the Holders shall not be entitled to request the amount of the payment operations be refunded when they have directly given their authorisation, which once executed are deemed definitive and irrevocable. In the event of any disagreement, they must address the Beneficiary of the payment operation directly (if it is a debit) and the Bank will not be liable for any claims. That when they become aware of any non-authorised or incorrectly executed payment operation they must inform the Bank without delay and in all events within a maximum of one (1) month as from the credit or debit date so as to rectify same.

In, in the event the Holders:

- are artificial persons, or
- are natural persons including the joint ownership provided they comprise a majority of natural persons acting within the scope of their professional or business activity.

the parties agree that except as provided as applicable due to a legal obligation, it will not be applicable to the respective contracts containing these General Conditions or the bank services or operations domiciled in the account:

- "Order EHA/2899/2011, dated 28 October, on transparency and customer protection in banking services",
- Circular 5/2012, 27 June, of the Bank of Spain, to credit entities and payment service providers, on the transparency of banking services and responsibility in the approval of loans.
- The covenants of the contract arising from said Order and Circular.

- **Promoting business financing.**

If the Holders are a SME, micro-enterprise, small or medium sized Enterprise (in accordance with Commission Recommendation 2003/361/EC, of 6 May 2003), or self-employed persons engaged in economic activity (as established by Law 20/2007, of 11 July, Self-Employed Workers' Statute), you are hereby advised that, as established by Law 5/2015 of 27 April, on Promoting Business Financing, in the event that the Bank chooses not to renew or cancel the funds, or reduce them by 35% or more, the Bank must serve at least three months advance notice through any means which ensure acknowledgement of receipt, except for those contemplated in point 4 article 1 of Law 5/2015. If this notice is given, within ten business days established from the day after the notice has been served, you reserve the right for the Bank to provide you with a copy of the "Financial Information SME document", pursuant to this Law. This document can also be unconditionally requested at any time, although in this case the Bank is entitled to request payment of the purchase price established for this service. Within a period of 15 working days, established from the day after the request, this document will be made available to you.

A.2. Identification instruments and elements.

The identification elements (codes, passwords, key, etc), are personal and non-transferable and therefore the Holders undertake to safeguard them correctly so as to prevent their becoming known by third parties.

The Holders are liable for any operation performed by correct use of their identification elements and therefore they accept said operation, even when performed by a non-authorised third party, unless they have previously notified the Bank of the loss or theft of these elements as described herein.

The notification may cause the product to be blocked and the service suspended until a new identification element is issued and the Holders sign the acknowledgement of receipt.

Should the Holders be able to choose the personal number or personal code, they must refrain from choosing a number or other code that may be easily predicted by third persons (date of birth, telephone number, series of consecutive numbers, repetitions of the same digit, etc.). They must also refrain from noting down said code or codes on any medium and especially no document or object carried together with the identification or payment instrument. The Holders should avoid entering the numbers or codes in a manner visible to third parties. In the event of any breach of these prohibitions by the Holders, the bank shall not be held liable for any fraudulent use by third parties.

For security reasons, it is advisable that the Holders modify the codes or passwords frequently, using the options made available by said services.

The Bank will not be liable for the consequences and damages arising from incorrect, fraudulent or negligent use of the identification elements or their dissemination to third parties or any lack of confidentiality.

Should any doubts arise concerning the identity or authenticity of the signature or identification element, any of the Holders were to contest them, the Bank reserves the right to suspend the order, withdrawal or payment until the matter or any possible irregularity is resolved either directly by the Holders or in their absence, a court resolution.

The Bank is authorised to send the Personal Identification Number (PIN) for the use of debit and credit cards via a message sent to the mobile telephone and/or email corresponding to the distance banking and alerts service the Holder has subscribed to with the Bank. Moreover, the Bank is authorised to send to the mobile telephone and/or email address indicated, the personal identification number (PIN) for use of the distance banking service and the codes required to sign distance banking operations via the Digital signature system (one time pass codes), as well to send the alerts it deems necessary for security reasons, as well as all alerts in the warnings and alerts service, and where appropriate, notifications regarding the rejection of payment orders.

The PIN numbers and identification codes are personal and non-transferable identification systems and should only be known exclusively by the Holder, and they must be guarded by the holder, which should prevent third party access to these messages. For this purpose the Holder is obliged to diligently safeguard the mobile phone and notify, if appropriate, the Bank of the loss or theft of the mobile phone. Once the Holder has received messages corresponding to the notification of the PIN number or codes when it receives them, it is obliged to delete these messages.

A.3. Contracting of products and services.

- **Term.**

Contracts for products and services shall be for the term stipulated in the relevant contract.

- **Available channels.**

The Holders may contract the financial products and services of the Bank and make queries and operations relating to said products and services via the existing means, devices, channels or instruments or those that may be established in future and accepted by the Bank.

The term "to sign" used in contracting processes may refer both to the handwritten signature when executed in person and to acceptance and conformity via a remote channel (without any physical presence).

- **Electronic, Telephone and Distance Banking.**

The Holders assent and accept that the queries, instructions, dispositions, associations, direct debits/deposits and products and services contracts may be ordered by the Holders themselves or the Authorised users of the account, by using codes, keys, cards, magnetic stripe activators, signature devices, certificates or any other means of device corresponding to the different identification instruments or elements and electronic banking, telephone and remote signatures accepted by the Bank at the time.

The Holders irrevocably and expressly acknowledge and accept that the acts or instructions given via these electronic, telephone or distance banking instruments or means shall have the same effect and juridical validity as those carried out on paper bearing the physical signature.

For this purpose, and severally and jointly as established, any Holder or Authorised user may operate and associate services by using any of the means or instruments described that said Holder or Authorised user has individually subscribed with the Bank, without the prior authorisation or ratification of all the Holders being necessary.

The Holders or Authorised users are informed that for security reasons they must not provide financial information in response to emails or telephone calls nor to use links contained in an email or third-party webpage as the Bank will never request the full secret

authentication codes via these channels. In the event of any breach on the part of the Holders, their acts will be considered negligent and they shall bear the full consequences and losses arising from non-authorized payment operations and the Bank shall be released from any and all liability.

- **Language.**

The Holders may execute the contract of the products and services and receive communications concerning same in one of the official languages of the Autonomous Community in which the account branch is located or, at the Holders' request, in another non-official language, provided the Bank has it available in said language.

- **Branch network**

The Holders and Authorised users may use the network of bank branches of Banco Sabadell group for any queries and operations available at the time. The addresses of the Group branch network are available via the Bank's Internet address for each of the brands.

A.4. Loss or theft of codes.

In the event of loss or theft of the secret codes used for authentication, the Holders and Authorised users undertake to notify the bank without delay of this circumstance either in person or at any branch or by calling the telephone numbers indicated on the Bank's webpage and in the particular conditions of the product or service.

A.5. Effects of account cancellation with regard to the other contracts.

The products and services contracts of the Bank are generally associated with an account. The cancellation of this account will not necessarily signify the cancellation of the product or service contracts (for example, credit or debit cards or distance banking services or alerts) provided the Holders maintain a sight account open with the Bank with which said contracts may be associated. If no other sight account should be open in the Bank with which these contracts may be associated, the existing sight account cannot be cancelled.

A.6. Breach of payment obligation Compensation and chargebacks.

- **Breaches**

Should the Holders be found in breach of their payment obligations with the Bank in relation to the products and services contracted, the Bank may, in compliance with legal requirements, legally demand payment and begin proceedings for the seizure of any part of their property, given the personal, unlimited liability of the Holders until full discharge of the debt.

- **Compensation.**

The Bank is expressly authorized to compensate any debit balance with the accounts and deposits of any type held with the Bank in the name of the Holders.

The Bank may debit from said accounts and deposits any sums payable by the Holders either as a result of operations performed with the Bank or by virtue of the instruments in the Bank's possession.

Positive balances (credit) of other sight or time accounts together with deposits of bills, financial assets, securities, investment funds, insurance, receivables of any type and any other deposit of any type of any of the Holders shall be considered as security for all the operations performed by the Holders with the Bank, to which they shall at all times be subject. For this purpose, the Bank is expressly authorised to compensate, dispose, withhold, sell, surrender or perform, in advance of the established timeframe if necessary, said balances, deposits, securities, assets, funds, loans, insurance or bills of any of the Holders deposited with the Bank.

The Holders expressly give the Bank the relevant mandate and may not revoke same until full cancellation of the obligations and risks that may arise by virtue of the different contracts executed with the Bank and the operations with the latter.

- **Chargebacks.**

The bank is also authorised to reverse the amount of any type of payment or debit erroneously carried out, or contingent upon proper performance of the operation or upon the cancellation of the debit balance by the Holders. The Bank is authorised to perform such chargeback even if this gives rise to an overdraft in the account, which the Holders must reimburse immediately.

A.7. Probative value of the Bank's books and records.

The Holders expressly and irrevocably authorise the Bank to keep and file documents, record conversations and/or the entirety of the communications and IT transactions and those of any other kind which take place as a result of the use of electronic, telephone and/or distance banking. Said files, records and recordings may be used as proof in any judicial or extrajudicial proceedings.

The parties may request written copies or transcriptions of the conversations or communications recorded. The Bank's provision of the transcription will be subject to payment by the Holders of a reports fee as set forth in the prevailing fee tariffs and valuation standards or those applied in future.

A.8. Interest, fees and expenses. Annual Percentage Rate.

- **Interest.**

Certain banking operations may bear interest, termed as follows:

- Creditor rates are those that are generated by balances in favour of the Holders (that is, to be received by the Holders) at the nominal annual interest rate expressed in the particular conditions of each product contract.
- Debtor interest rates for those generated by balances in the Bank's favour (that is, to be paid by the Holders) at the annual rate applicable to account overdrafts, as communicated to the Bank of Spain and published on the Bank's Website.

- **Contracts: fees and expenses.**

The Bank may charge fees and expenses appearing in the specific, particular and general conditions of the contracts signed with the Holders.

The Bank may also charge the fees and expenses provided for each of the products and services as stated in the Bank's Schedule of Fees which is available at any of the Bank's branches and on its Internet website.

The Holders shall be entitled to know the conditions applicable to the products and services via the Bank's branches, on paper or any other durable medium. Without detriment to same, the Bank is entitled to charge the relevant fees for delivering a second or successive copies on paper of this contract as requested by the Holders (the amount of which will be indicated at the time of such request).

In any event, the Holders will be informed of the fees and expenses arising from the products and services they wish to subscribe prior to the event and will be notified of any change to the items and sums accepted at the time.

The Bank may deduct its own expenses from the amounts transferred to the Holders prior to crediting it to their account.

The Bank may charge fees and expenses arising from supplying additional or more frequent information than is already established or via means other than those agreed on herein, at the request of the Holders.

In the event a contract is terminated, the Holders will only pay the proportional part outstanding of the charges periodically collected until termination of the contract. When said fees have been paid in advance, the Bank will reimburse them proportionally.

- **Annual Percentage Rate.**

For information purposes, the Annual Percentage Rate (APR) is that which appears in the relevant section of the Particular Stipulations and has been calculated in keeping with the indications and criteria set forth in Regulation Thirteen of "Circular 5/2012 dated 27 June of the Bank of Spain, for credit entities and payment service providers on the transparency of banking services and liability in the approval of loans" (published in BOE 161 dated 6 July 2012). This calculation will be adapted to the amendments to Circular 5/2012 and/or to the current provisions.

A.9. Taxes

The remuneration to be received by the Bank for all reasons by virtue of the particular contracted signed by the parties will be increased in the sum of taxes and municipal taxes applicable under current law.

The Bank will make the withholdings required under the current tax regulations on the interest, dividends and other forms of return paid to the Holders.

A.10. Modification of the contractual conditions of the products and services.

The Bank may amend the contractual conditions, both general and particular and/or specific of the contracts and will inform of any proposed modification by sending individualised notifications on paper or other durable medium no less than two months in advance of the date the modification is to come into force.

Modifications to the interest rates or exchange rates based on the agreed reference rates may be applied immediately and without notice together with those modifications that signify a benefit or improvement for the Holders.

The Holders accept that the individualised notifications of new conditions can be made in the manner and via the channels set forth in condition "A.11 Communications" hereof.

Should the Holders be in disagreement with the proposed modifications they must inform the Bank before the proposed date for applying the modifications and may terminate the contract immediately and at no additional cost. Should the Holders fail to inform of their non-acceptance prior to the proposed effective date, the new proposed conditions shall be deemed accepted.

A.11. Communications.

The Holders expressly authorise the Bank such that all communications, information or notifications, including account transaction details, settlement of interest and those relating to changes or modifications of conditions or rates sent to them by the Bank individually may be supplied or placed at the Holder's disposal at the address of the account or via any other presential channel or remote channels as established by the Bank without the need to send them the physical documentation except those documents the Bank may determine from time to time.

For these purposes the address of the account shall correspond to the address that the Holder has registered with the Bank's system as the correspondence addressee, indicated at the time of opening the account or indicated at a later date by the Holders. Consequently, the address of the account shall vary depending on the address of the correspondence addressee.

To this end, remote channels are the Distance Banking Service if they are subscribed (currently named "BS Online"), the Bank's Internet pages and any of the email addresses, mobile number or similar means that the Holders have supplied the Bank.

The parties expressly agree that the communications and information received by the Holders via the remote channels will be equivalent to the physical reception of the documentation referred to in the preceding paragraph. The Holders are entitled to request they be sent the information on paper.

For co-ownership cases with different powers, the Holders reciprocally authorise each other such that any of them may determine the domicile of the account for the physical or electronic reception without needing to request specific authorisation from the other Holders.

The contact information provided by the Holders (telephone, email and postal address) are necessary for the management of its relationships with the Bank. Consequently, the Holders are obliged to notify the Bank expressly and without delay of any change to the person data they have supplied to the Bank, especially those affecting the address, mobile phone number or email address that must be evidenced using the documents requested by the Bank from time to time.

A.12. Risk Information Centre (RIC).

The Holders are hereby informed that, pursuant to the provisions of Law 44/2002, the Bank is legally required to declare to the RIC of the Bank of Spain the necessary data to identify the natural and legal persons with whom it has, directly or indirectly, credit risks, together with the characteristics of the said persons and risks, including those affecting the amount and possibility of recovering same. . This obligation extends to risks held via instrumental companies forming part of the consolidable groups of the Bank and those which have been assigned to third parties, over which the Bank maintains administration.

The data referred to in the previous paragraph includes those which reflect the non-performance by said parties of their obligations towards the Bank and those which reveal a situation in which the Bank would be obliged to fund a specific provision to cover the Credit Risk as provided in the accounting principles applicable to the Bank.

In the case of risks of individual entrepreneurs acting on behalf of their company, this condition shall be recorded in the declaration.

Moreover, the Holders are also informed that the Bank may obtain reports on risks of same recorded in the RIC, and may assign them to the other companies which form part of the consolidable group to which the bank belongs. The information thus obtained shall be confidential and may only be used with regard to the approval and management of credit and to ensure effective compliance with the regulations on risk concentration and any other which, within the scope of precautionary supervision to which the Bank is subject, is applicable.

As regards the risks of the Holders declared to the RIC, they are informed that they can exercise their right to access rectify and cancel same as legally provided, by addressing the Bank of Spain.

A.13. Applicable law and jurisdiction

The products and services contracts in which these General Conditions are contained shall be governed by Spanish law, to which the contracting parties expressly submit. For all and any claims or disputes arising from the execution or fulfilment hereof, the parties submit to the competence and jurisdiction of the Spanish courts. In the case of consumers and users, the relevant competence and jurisdiction applicable from time to time shall be applied.

A.14. Personal data protection scheme.

- **Data processing, purpose and registration.**

The Parties intervening, that is, all those persons appearing with any type of power in the products and services subscribed with the Bank, are hereby informed that their own personal data and those of the parties represented requested to open this account contract or in the contracts for the respective card or distance banking services or Alerts Service contracts together with those supplied subsequently and any others to which the Bank has access as a result of the execution of this contract or originating from a computer process on those already recorded are necessary for the execution, control and maintenance of the contractual relation and for the execution and management of operations arising herefrom and the Bank is therefore authorised to process and record same in its files. The parties vouch for the accuracy of the data provided and undertake to promptly inform the Bank of any variation of same.

In the event that within the framework of the contractual relation and for the Bank to provide certain services arising from relations of the parties with third parties, the parties inform the Bank of personal data of third parties, the Bank undertakes not to use said personal data for purposes other than those intended and not to assign them even for their storage by other persons. Likewise, it undertakes to adopt for said data the necessary technical and organisational security measures to ensure the security of the data and prevent their alteration, processing or non-authorized access.

The Bank shall treat said data as necessary and it shall be stored during the period stipulated or as agreed

- **Digital signature.**

The Bank may make available signature digitalisation devices or tablets via its branches or centres for the parties to sign operations, applications, instructions, contracts, orders, and/or mobile managers for the subscription, on behalf of the holders of operations, requests, instructions, contracts, orders, declarations or documents of any kind whose signing via said devices requires the processing and storage of biometric data of the parties obtained via the digitalisation of the signature in order to verify the identity of the signing party and the authenticity of the operation subscribed. The use of such signature devices by the parties shall imply their acceptance and agreement of the processing and storage of their biometric data by the Bank for said purposes.

- **Data processing in the event of money laundering.**

The parties are hereby informed that the current legislation on the prevention of money laundering obliges banking institutions to obtain from their customers information on their economic activity and to verify same. With the sole purpose of verifying the information provided, the parties expressly authorise the Bank to seek from the Social Security Treasury Office said information on their behalf. The data obtained from this Office will be used solely for the aforementioned operation.

Likewise, the Bank is under the obligation to inform the Executive Service of the Prevention of Money Laundering and Monetary Infringements Committee:

- The identification details of all the holders, representatives or authorised users and any other persons authorised to operate current accounts, savings accounts, securities accounts and time deposits irrespective of their business name and any modifications to same.
- The opening and cancellation date and other obligatory details of the above accounts and deposits.

These details will be included in the File of Financial Ownership pertaining to the Secretary of State's Office for the Economy and Support for Companies (calle Alcalá, 48, 28014 Madrid), in order to prevent and hinder money laundering and the financing of terrorism.

The Bank will inform the communications department indicated in the particular conditions of this obligation, and all the parties receiving this communication are obliged to inform the other parties of the Bank's legal obligation.

- **Other purposes.**

The parties authorize the Bank to process and store, even subsequent to the expiry of this contract, the aforementioned personal data, including data and information arising from charges, payments, settlements and other transactions or entries in the sight accounts and other products and/or services acquired from the Bank or third parties so as to create or segment profiles, via automatic techniques using the current, historical or statistical data for risk assessment, the formulation and analysis of new proposals and to send commercial notifications via any means, including fax, telephone calls, email or equivalent means of communication for the offering, promotion and acquisition of the goods and services of the Bank or of any other company relating to the financial sector (banking, insurance, retirement plans, investment services) and to the non-financial sector (property sector, consumer goods, telecommunications, automotive sector, advisory services, training and leisure).

The parties authorize the Bank to assign the said personal, including data and information arising from charges, payments, settlements and other transactions or entries in the sight accounts and other products and/or services contracted with the Bank or third parties, via communication or interconnection, to the companies belonging to the corporate group of which the Bank forms part from time to time together with its affiliates or subsidiaries or to those with which the Bank enters into cooperation agreements, which engage in the aforementioned sectors, for sending bundled information on the contracts and operations requested and/or executed with any of the companies of the said Group, affiliates or subsidiaries including via their domicile and that of the parties of the debit account or account associated with the operation.

The companies belonging to the Banco Sabadell Group together with its subsidiaries and investee companies are published on the Bank's webpage, www.bancsabadell.com/empresas_del_grupo.

The above assignee companies may also supply the bank with the personal data relating to the parties which appear in their records, for like purposes, including the integration and bundled dispatch by the bank of the information relating to the contracts and operations, including to the address of parties to the debit account or account associated with the operation.

The parties are hereby informed that, upon executing the relevant contract, the Bank shall make the first assignment or access of data with the said assignee companies.

Parties who do not wish their personal data to be processed as provided in the section "Other purposes" of this clause may express their refusal at the time of formalising of the respective documentation, in the manner provided for this purpose by the Bank.

- **Fund transfers.**

Notice is given that in the event of fund transfer orders, credit institutions and other payment service providers, together with the payment systems and providers of technological services to which data is transferred to carry out the transaction may be obliged by the legislation of the State in which they operate or by agreements entered into by the latter to supply information regarding the transaction to the authorities or official bodies of other countries, both in and outside the European Union, within the framework of the struggle against terrorist financing and other serious forms of organised delinquency and the prevention of money laundering.

- **Data processing in the event of a breach of monetary obligations.**

The parties are also informed that in the event of non-payment of the monetary obligations contained in the contract in favour of the bank, under the terms stipulated, the data relating to this non-payment may be included in files relating to the fulfilment or otherwise of monetary obligations. In the case of natural persons, the requisites provided in article 38 of Royal Decree 1720/2007 dated 21 December which approves the implementing Regulations of Organic Law 15/1999 dated 13 December must be met.

- **Rights of the affected party.**

The parties may, under the terms set forth on data protection, revoke at any time the authorization granted for the processing and assignment of the personal data and exercise their right to access, rectify, oppose and cancel them, by writing to the "LOPD Rights" Unit of the party responsible for same, which is the bank, at its domicile, in Alicante, Av. Óscar Esplá, 37, or any of its branches open to the public.

A.15. Deposit Protection Fund and transfer of bank accounts.

The Bank forms part of the Spanish protection system for deposits in credit institutions, under the terms of RDL 16/2011 dated 14 October, which creates the Deposit Protection Fund of Credit Institutions and its implementing regulations. The purpose of the fund is to secure monetary and security deposits or other financial instruments in credit entities up to a limit of 100,000 euros (per depositor in each credit entity), for monetary deposits or, in the case of deposits denominated in another currency, the equivalent, by applying the relevant exchange rates and 100,000 euros for investors who have entrusted to a credit entity securities or other financial instruments. These two guarantees offered by the Fund are different and compatible with each other. This amount is subject to variation in accordance with current law.

The Bank adheres to the "Common principles for the transfer of bank accounts" designed for EU-wide application by the European Banking Industry Committee (EBIC).

A.16. Claims procedure and resolution of disputes.

In the event the Holders wish to submit a complaint or claim, they may contact the Customer Care Service (CCS) of the Bank, via its branches or email address (SAC@bancsabadell.com). The use of this channel must conform to the provisions of Law 59/2003, dated 19 December, on electronic signatures, presenting their claim as provided in its Regulations which are at their disposal at the branches and the Internet address: www.bancsabadell.com.

Moreover, the Holders may, pursuant to the provisions of said Regulations, address possible claims to the Customers' Ombudsman of the Bank.

Complaints and claims expressly resolved by the CCS or by the Ombudsman, and those considered rejected (which do not conclude with an express resolution, except submission to a legal decision, abandonment, transaction or expiry), may be reiterated before the Bank of Spain,

the Comisión Nacional del Mercado de Valores and/or the Directorate of Insurance and Pension Funds in accordance with the provisions of Law 44/2002 on Reform Measures of the Financial System and the regulations which replace them or their implementing provisions. The Bank does not form part of the consumer arbitration board.

A.17. Others

These General Conditions are permanently available to the Holders on the Bank's website in section www.grupbancsabadell.com/condiciones_generales_contrato_marco_EN via a link managed by Logalty Servicios de Tercero de Confianza, S.L Tax Code B-84492891 and domiciled in Madrid, C/Hermosilla, 3 which acts as trusted third party in documents and electronic transactions.

Suitable explanations. The Bank informs the Holders of their right to request as many prior explanations as they may require regarding the characteristics of the product referred to herein and its effects, including the consequences in the event of non-payment, together with all and any supplementary information they may require to make an informed decision and compare similar offers and assess the suitability of the product for their needs and interests. Additionally, the Holders have at their disposal at the Bank branches and on its Website the quarterly information on fees and rates in effect or offered most frequently in the most frequent operations, with the most common customer profiles of natural persons" (Annex 1 of Circular 5/2012 of the Bank of Spain), for the purpose of consulting it.

B. SPECIFIC GENERAL CONDITIONS APPLICABLE TO SIGHT ACCOUNT CONTRACT

- B.1. Account opening**
- B.2. Parties intervening**
- B.3. Deposits and withdrawals. Account balance**
- B.4. Interest.**
- B.5. Account contract fees and expenses.**
- B.6. Information, Notification of transactions and account settlements.**
- B.7. Cancellation of the account, transfer, blocking or change of numbering**
- B.8. Particularities of savings accounts**

B.1. Account opening

By means of the sight account contract, either as a current account or savings account, the Holder(s) (hereinafter, the Holders, even if only one) open the account in the Bank whose number is indicated in the particular conditions. Should no other currency be specified in the particular conditions of the account contract, the payments and account changes shall be made in euros.

B.2. Parties intervening

The accountholders may appoint one or more persons to act as authorised users to make balance withdrawals. Likewise, the Holders may revoke this authorisation at any time by informing the Bank in writing. In the event any of the Holders should die, the revocation of the authorisation will be automatic at the time the Bank becomes aware of this circumstance. The powers to operate the account may be several or joint (see the criteria set forth in condition A.1. Ownership and Authorised Users, section "Multiple Holders" of the General Conditions) but regardless of this, the Holders or Authorised users may also individually make deposits. The Bank is authorised to credit to the account the sums surrendered, transferred or paid to only one of the Holders by same or third parties.

B.3. Deposits and withdrawals. Account balance

- **Deposits.** The Holders may make deposits into the account by means of Bank transfers, cheques, cash deposits or via any transaction or procedure the Bank makes available.
- **Withdrawals.** The accountholders and duly authorised persons may make use of the credit balance of the account by means of cheques and promissory notes that will be provided by the Bank at the Holders' request (only secured cheques in savings accounts). The use of funds may be via direct payment deposits, withdrawal orders, inter- and intra-bank transfers and other channels the Bank accepts as valid.

In both cases, the Holders and duly authorised persons must lend their assent to subscribe the aforementioned operations with their handwritten signature, biometrics (signature captured by electronic devices used to identify a person and verify their identity by means of the repetition of signature creation methods) or via any other identification system accepted by the Bank, provided the necessary documents and contracts to record the signature have been completed.

The account balance must always be in credit in favour of the Holders. For this reason, the Bank may reject, discharge or delay any withdrawal by the Holders and/or Authorised users if there is insufficient balance to allow it. Therefore, the Holders shall issue no cheque, promissory note nor withdraw balances in any manner if there are insufficient funds to honour the payment.

The Bank may cancel the account and demand reimbursement of any possible overdraft, interest or expenses caused in the event of a debit balance in the account which is not regularised in a maximum of **2 days**, taking into account that any overdraft is considered credit demandable on sight by the Bank.

B.4. Interest.

Both the credit and debit balances of the account will accrue interest. The particular conditions of the contract state the rate, frequency of settlement and agreed payment of interest.

- **Credit:** balances in favour of the Holders shall bear interest at the nominal annual interest rate expressed in the section "Credit interest rates" in the particular conditions.
- **Debit:** balances in favour of the Bank shall generate the nominal annual interest rate applicable from time to time to the account overdrafts notified to the Bank of Spain and published on the Bank's website. At present, the overdraft rate is that indicated in the "Account overdraft interest rate" in the particular conditions.

For consumer accounts (those not intended for professional or business purposes), the parties agree that the overdraft interest rate of the account shall be modified to the maximum applicable rate as provided in section 4 of article 20 of Law 16/2011 on consumer credit contracts published in the BOE no. 151 dated 25 June 2011 and legislation which accompanies, amends or replaces same.

- **Valuation:** the value date for calculating interest on credit and debit sums shall be carried out as established by the Bank for each type of operation in accordance with current legal regulations. In credits, the value date will be no later than the day following payment into the account; in debits, not prior to the charging of the account.
- **Settlements:** The agreed interest will be calculated using the balances resulting from ordering the operations by value date and will accrue in favour of the Holders or the Bank, as applicable. They shall be calculated using the number of calendar days effectively elapsed by applying a divisor of 360 days and will be settled and due with the periodicity and on the date indicated in the section "Type and Periodicity of settlement and payment of interest" stipulated in the particular conditions of the product. The amounts will be credited or debited, as applicable, in the account referred to herein.
- **Credit Accounts.** Should the Holders have arranged a line of credit with the Bank and this account is used as a "credit account", interest shall be settled and be payable in the timeframes provided in the credit contract until full reimbursement of same. The Holders undertake to ensure there is sufficient balance in the account for the debit of interest and the agreed fees. Interest and fees entered in the account shall accumulate with the balance and this increase shall be computable for the purpose of the return of new interest and charges in the following settlement period.
- **Calculation.** In accordance with the type of settlement indicated in the section entitled "Type and periodicity of settlement and payment of interest" of the particular conditions of the product, interest shall be calculated as follows:
 - For settlements of the average balance at the end of the period the following formula is used:

$$I = \frac{S \times D \times R}{360 \times 100}$$

Where:

S = average credit or debit balance of the account during the period settled to which is applicable the nominal interest rate "R" according to the distribution given for the nominal interest rate in the particular conditions hereof or those current at the time. If, within the same settlement period, different conditions were applicable as a result of variations in accordance with the indication of the general condition relating to the modification of conditions, this period shall be subdivided in as many time intervals as different conditions which must be applied to the settlement and the average balances shall be those for each of the time intervals.

D - The calendar days in the settlement period.

R = the nominal annual interest rate as a percentage.

- For settlements by daily valued balance the following formula will be used, for every day contained within the settlement period:

$$I = \frac{S \times R}{360 \times 100}$$

Where:

S = average balance of the account to which is applicable the nominal interest rate "R" according to the distribution given for each nominal interest rate in the particular conditions hereof or those current at the time of settlement.

R = the nominal annual interest rate as a percentage.

No interest shall be accrued by an account with an average credit balance in the settlement period equal to or lower than the reference average indicated in the section "Type and periodicity of interest settlement and payment" of the particular conditions of the contract and, at the same time, id dormant, that is, the only account changes are those made by the Bank in the collection and payment of interest and debit of fees.

B.5. Account contract fees and expenses.

- **Fees.** The Bank may charge:

- The maintenance fee which is collected quarterly and whose amount is indicated in the section containing the particular conditions hereof. In accounts which, as provided in the last paragraph of preceding condition B.4. Interest, the general condition relating to interest, do not accrue any interest to the Holders, the Bank may charge the maintenance fee once a year, accumulating the amount to be paid for each quarter.
The Bank may charge the quarterly fees accumulated and accrued during the settlement period, in interest settlements with a periodicity greater than a quarter either in an accumulated manner in accordance with the preceding paragraph or when greater than a quarter the agreed settlement periodicity for the account.
The Bank may charge the maintenance fee proportionally to the interest settlements for periods of less than one quarter either due to the opening or cancellation of the account, opening or maturity of a loan associated with same or in the event of overdrafts which entail settlement of interest of less than one quarter.
- Administration fee: Which will be charged per entry to be received coinciding with the periodic interest settlements, which appears in the Administration Fee section per entry of the particular conditions of the contract.
- Overdraft charge: If an overdraft occurs by position or book balance during the settlement period, the Bank may apply an overdraft charge equal to that published on the Bank's Website in accordance with the law. At present, the overdraft charge is that indicated in the particular conditions, which shall be calculated using the largest debit balance by position or book value during the settlement period and payable at the time of interest settlement.
- The fee for personalised management of claims made for the reimbursement of debit positions due and outstanding in sight accounts (drafting and sending of certified communications: Dunning letters, non-automatic calls, electronic messages, travel, etc), will be that indicated in the section on the Fee for management of claims of debit positions of the particular conditions of the contract and will be charged once for each new debit position occurring. This fee is unique and not repeated when demanding the same balance for additional formalities carried out by the Bank for the same purpose.
- The fee for request a negative residence certificate in the case of non-resident Holders. If so provided in the particular conditions hereof, the Holders expressly authorize the Bank to seek the relevant, periodic certificates of non-residence necessary for the maintenance of the account in accordance with the prevailing regulations and to charge the fee established for this purpose. The Holders shall promptly inform the Bank of any variation in their residence status.

The fees listed above are those set forth in the particular conditions of the account contract. However, the Bank may charge any other fee related to the payment services associated with the account after informing the Holders within the legal timeframes and provided the fee is incorporated and published as required by law.

- **Expenses.** Within the limits established in the general conditions relating to "Modifications", if applicable, the Bank may charge for:
 - the Contract cancellation expenses in the event the Holders terminate it within twelve months of its execution.
 - expenses arising from supplying additional or more frequent information than is already established or via means other than those agreed on herein, at the request of the Holders.
 - The expenses of recovering funds for payment operations with an incorrect "unique identifier".
 - Expenses for notifications due to the rejection of payment orders, in the sum notified to the Holders in each case.

B.6. Information, Notification of transactions and account settlements.

The Bank, using the details of the transactions which, by position or book balance, are supplied to its customers on a monthly basis at maximum, will inform them of all the transactions and settlements made in the account.

The Bank shall inform the Holders at the end of each interest settlement period of the interest debited or credit to the account. Should they fail to express their disagreement within the 30 days following the settlement date, it will be understood that the account statements and the settlement of interest and fees are correct.

The Holders may directly consult the itemisation of transactions and also the settlement of interest and fees via the Bank's Distance Banking Services or via any other equivalent means the Bank has established, without having to send the physical documentation to the address of the account, except for such proof as decided by the Bank and the Holders may request this in writing.

The parties expressly agree that the information received via this means of communication and placed at the disposal of the Holders shall be the equivalent to the physical dispatch of the statement of movements and settlements, reciprocally authorising in the event the account is an either/or account for any of them to determine the domicile of the account for physical or electronic dispatch of the movements, without requiring specific authorisation of the other holders.

B.7. Cancellation of the account, transfer, blocking or change of numbering

- **Cancellation.**
 - Holders may cancel the account when they deem fit, by firstly or simultaneously informing the Bank, the only requisites being that the account should show a balance in favour of the Holders and there be no current risk or operations to be debited associated with the account.
 - As this contract is for an account of indefinite duration, the Bank may cancel the account by simply informing the Holders at with a minimum of two months notice of the date on which it shall be considered cancelled, which will fully terminate the account arrangement contract. **Irrespective of the above, provided there is no balance in the account in favour of the Holders, the Bank may immediately cancel it and demand reimbursement of any possible overdraft, interest or expenses, taking into account that any overdraft is considered a loan payable on demand.**
 - The cancellation of the account shall oblige the Holders, if it is at their request, to deliver to the Bank the chequebooks, promissory notes and other payments instruments or means of withdrawal in their possession. As from the cancellation date, in the event there is a credit balance it shall cease to accrue interest, even though the funds have not been withdrawn; if it is a debit balance in favour of the bank, it shall become due and payable and must be immediately reimbursed by the Holders.

- **Transfer.** The Holders may transfer the account and direct debit/credit or periodic transfer orders associated with same via the interbank procedures in place at the time.
- **Blocking.** The Bank is authorised to fully or partially block the account, and even cancel the account, thus preventing the execution of charges or payments with reversal of the debit or deposit entries in the following cases:
 - When the details relating to the identity, residence, address or activity of the account, of the Holders or of the Authorised users have not been supplied, substantiated, confirmed or duly updated for the Bank.
 - When the supporting documentation and other supplement information required by the Bank in keeping with the internal control procedures for compliance with the law are not supplied, especially in keeping with the customer acceptance policy in place to prevent the money laundering of criminal activities and for the prevention and blocking of the financing of terrorism.
 - When the lack of accuracy or the incoherence of the data or documents provided is identified.
- **Change in numbering.** In the event of any change, transfer, split or merger between Bank or group branches or if said circumstances affect the Bank as an entity, and in cases such as changes in the information systems or any other circumstances which make it necessary, the Account number indicated in the particular conditions of the contract may be modified by the Bank, by notifying the Holders without such signifying cancellation of the account which shall remain in force and unaltered in all its terms under the new numbering.

B.8. Particularities of savings accounts

- **Bankbook.** For savings accounts, the Holders may be given a single, personal and non-transferable bankbook containing all the entries and movements of the account until the last update. The balance shown in the bankbook is only for the Holders' information but under no circumstance does it certify or constitute proof of the movements and balance of the account and the accounting records of the Bank will prevail.
The Bank may supply the Holders with the bankbook containing activators (magnetic stripe adhered to the savings bankbook, etc) to operate via electronic services or ATMs together with a secret identification number (PIN) which is the equivalent to the Holders' signature in any self-service operation and may be changed by the Holders as often as they deem necessary.
- **Obligations of the Holder of the bankbook:**
The Holders undertake to:
 - Keep and diligently safeguard the copies of the bankbook delivered by the Bank and to immediately report any loss, theft or robbery and the Bank shall be exempt from all and any liability for any withdrawals made until being notified of same. This notification must be given urgently by the Holders via the fastest channel possible, without detriment to the obligation to ratify in writing to the Bank the content of said notification and, if applicable, to file the relevant complaint before the appropriate authority.
 - The bankbook must be updated in accordance with the Bank's records, by validating it at the Bank's terminals or by means of the authorised signature and seal of the Bank.
 - Request a new copy when the bankbook is full, without having to first present the former bankbook.
- **Waiver.** The Holders may at any time dispense with the bankbook received from the Bank and must inform the latter. As from that time, they will not be subject to the conditions of this section, B.8.

C. SPECIFIC GENERAL CONDITIONS APPLICABLE TO CREDIT AND DEBIT CARD SERVICES.

- C.1. Holder of the card contract (Applicant) and the Cardholder (Holder).**
- C.2. Use of the cards.**
- C.3. Expiry, renewal and issuance of new cards.**
- C.4. Annual charge and fees**
- C.5. Withdrawal limits**
- C.6. Obligations of the Cardholder.**
- C.7. Obligations of the applicant**
- C.8. Types of payment in the case of credit cards.**
- C.9. Default.**
- C.10. Liability of the Holder and/or Applicant**
- C.11. Liability of the Bank**
- C.12. Applicable interest and early repayment of credit cards.**
 - C.12.1. Deferral Interest**
 - C.12.2. Interest on operations.**
 - C.12.3. Interest on cash withdrawals.**
 - C.12.4. Foreign transactions.**
 - C.12.5. Modification of borrowing rate and total credit cost.**
 - C.12.6. Early repayment.**
- C.13. Cancellation of the service and card blocking.**
- C.14. Communications.**
- C.15. Services, cover or additional advantages**

- C.16. Right of withdrawal.**
- C.17. Associated contracts**
- C.18. Specific conditions by type of card.**
 - C.18.1. Non-deferred VISA company credit cards.**
 - C.18.2. Deferred VISA company credit cards.**
 - C.18.3. PIMEC company VISA credit cards.**
 - C.18.4. Credit cards which allow debit operations.**
 - C.18.5. AstraZeneca Special Visa Oro Cards.**
 - C.18.6. Revolving Cards.**
 - C.18.7. Sin Cards**
 - C.18.8. Ivaj Youth Cards.**
 - C.18.9. ACEM Cards.**
 - C.18.10. CatalunyaComerç Cards.**

These Specific Conditions, after express acceptance by the Holders of the account contract, will be included in the respective credit or debit Card contracts the Holders of the account apply to the Bank for, associated with this account, regardless of the type of card in question. The regulations that may be included in the respective card contracts shall prevail over the conditions described below.

C.1. Holder of the card contract (Applicant) and the Cardholder (Holder).

The contracting of cards must always be carried out by the Holder of a bank account who in turn will be the Holder of the card contract and contracting party to same (hereinafter, for the purpose of these Specific Conditions, as the "Applicant" even when several).

Cards are personal and non-transferable and are always issued in the name of a natural person, the Cardholder, who will be the holder of the vehicle referred to in this contract (hereinafter, the Holder). The Holder shall be liable, together with the Applicant, for the proper use of the card in accordance with these conditions.

The natural person of the Applicant may request a card be issued in their name and also that of other persons designated by him.

In the case of an artificial person that is duly represented, it may request cards be issued in the name of natural persons; the Applicant will be the artificial person and the sums withdrawn with the Holder's card will be charged to its accounts.

Operations performed with the cards issued for a person other than the Applicant, called "service authorisation cards" shall be considered equivalent to those performed using cards in the name of the Applicant.

C.2. Card contract

- **Card contract**

The Applicant must only contract the card via the Bank's different channels if they consider they have received sufficient prior explanations concerning the characteristics of the card and its effects, so as to make an informed decision, compare similar offers and assess the suitability of the card for their needs and interests.

- **Acquisition of goods and services.**

The cards belong to the network of the SERVIREDA authorising centre.

They may be used to:

- Acquire goods and services at establishments using the Visa or MasterCard systems.
- Obtain cash at the branches and ATMs of entities adhering to these systems.
- Make any type of withdrawal charged to the credit account or a transfer of operations from or to other credit card contracts under the conditions established by the Bank.
- Operate at self-service terminals, motorway tolls and other terminals or devices for similar uses as accepted by the Bank and also for electronic, telephone banking, or any other channel or vehicle which the systems or the Bank allow within the limits established for same.

Cards with sticker support (adhesive, without a magnetic stripe), operate solely with contactless technology (non-contact operations). This type of sticker cards can perform the same operations as the others, except operate via ATMs or the Internet, until accepted by the Bank. Operations performed using cards can be carried out with the prior authorisation of the Bank, if applicable, and up to the limit in effect at the time and with the payment of the fees explained previously to the Cardholder when performing the operation.

Some operations, called "Pre-authorisations", may, as a result of the amount of the operation, block the funds available with the card in credit operations or those available in the account in debit operations. The definitive debit will be made when the Bank receives confirmation of the operation and in the amount stated in the confirmation. At the same time the definitive debit is made the previously blocked provisional amount is released. Should the definitive debit for the sum authorised not be received in the account within 8 calendar days, the provisionally blocked amount will be released.

Operations performed with the cards shall be recorded as provided in the card contracts in the accounts designated as debit accounts in said contract. The Applicant may modify the debit account following a request to the Bank.

- **Personal identification number.**

The Bank supplies the user with a secret number (PIN) for the card which only the holder must know and use. This PIN number is delivered personally to the Holder at one of the branches of the Bank's network or in the manner established by the Bank at the time.

The Holder may modify the PIN at ATMs where this option is available or via the channels put in place by the Bank. In this case, the Holder must not choose a number associated with their personal details or any other combination that can be easily predicted by third parties ((numbers forming part of the date of birth, telephone number, identification number, series of consecutive numbers, repetitions of the same digit, etc.)). The holder must not write the secret number provided by the Bank or that modified by him on the card, or any other document or object kept with the card or which is accessible to third parties . At the same time, the Holder must avoid entering the

secret number in a manner visible to third parties, or disclosing it, even if the card is withheld in the ATM or the latter seems to fail to respond after inserting the card, and must refrain from using the card in any ATM or device which may appear tampered with or altered (in poor condition or forced, or with objects or devices attached).

- **Use via the Internet or other channels.**

The Bank will place the card security system at the disposal of the holder for use of the card to make payments over the Internet. The Bank reserves the right to disallow the use of cards on the Internet or equivalent channels which require similar security measures when the cards have not been duly secured.

The Holder of the card may use, with the same effects as withdrawals made via their card, Digital Wallets (such as Sabadell Wallet) which will be used as a means of payment.

The conditions applicable to withdrawals made using the card via the mobile NFC System of Sabadell Wallet are the same as those made using the physical card using any of the available systems. They will share the same withdrawal limits and any other condition stipulated in the card contract.

The use of the Sabadell Wallet NFC mobile payment system is always associated with the existence of a card; if the latter is cancelled, operations via the Sabadell Wallet NFC mobile payment system or any other Digital Wallet will also be suspended.

For customers who are users of terminals whose capabilities do not support the Sabadell Wallet NFC Mobile payment service, Sabadell Wallet allows them to request a sticker to place on their device to make contactless payments.

Cancellation of the subscription to the Sabadell Wallet service can be carried out by the user unilaterally, or by the Bank in the event of misuse of the service, which the latter must announce with sufficient notice in accordance with the contents of the Terms and Conditions of Sabadell Wallet.

- **Operating limits**

The cards with or without a physical medium may be issued if so stipulated in the conditions of the contract, with operational profiles that limit their use in certain countries or their use in Internet purchases. The Holder may request a modification of their profile via the Distance Banking Service, any branch and the other channels the Bank uses. The Bank may modify the operating profile of the cards at its discretion as a preventive measure against fraud, after notifying the Holder of the change.

- **Contactless Technology.**

When the card allows the Holder to operate with contactless technology at ATMs, PSTs and other terminals and devices with a similar use accepted by the Bank, it will not be necessary to insert the card in the PST or device or use the secret PIN number, the Holder's handwritten signature or any other type of identification in operations below the established limit (in Spain this is currently €20) and under the conditions in effect. When contactless technology is used, notice is given that it is especially important to safeguard the card with the maximum diligence because the records of ATMs, point-of-sale terminations or any other system that evidences the use of the card in this remote operations and those which do not require a signature or PIN will signify the Holder's acceptance of the operation which will be considered authorised by same, and the Bank will be unrelated to any incidents that may arise due to a failure to safeguard the card adequately.

If the Holder has contracted the Bank's Alerts and Notifications service, he may request receipt of an alert for the operations carried out using this system.

Cards with a sticker operate solely via contactless technology. This type of sticker card can perform the same operations as cards with a magnetic stripe, except operate via ATMs or the Internet, until this is accepted by the Bank.

- **Validating the operations.**

Establishments may require the validation of operations using a PIN or any other identification system available in the future.

When the operations are carried out using contactless technology, it will not be necessary to insert the card in the PST or device or use the secret PIN number, the Holder's handwritten signature or any other type of identification in operations below the established limit and under the conditions in effect.

C.3. Expiry, renewal and issuance of new cards.

The cards have a limited validity period (expiry date) which is embossed on same, provided it has not been annulled by virtue of the provisions of the general condition on service cancellation.

The Bank may periodically renew its use by providing a new card.

The Applicant and, if different, the Holder request and authorise the Bank to send to their address the renewals or extensions of expired or lost cards.

The Bank may also send to the Applicant/Holder the cards it considers may be in their interest. The Applicant/Holder is under no obligation to accept them nor assumes any obligation with respect to same as they will only be operational if the Applicant/Holder voluntarily decides to take the necessary steps to activate them.

These cards may be activated over the telephone or via any remote system accepted by the Bank.

The Applicant and, if applicable, the Holder may refuse or revoke this authorisation at the time of executing the card contract or at any subsequent time.

To activate the card over the telephone the applicant and/or holder must proceed as follows: when they have received the card, they will make a telephone call to a pre-established number to confirm receipt and acceptance of the card contract and also to collect the necessary data to execute the contract and perform the applicable verification. With this call the Bank can activate the card. The parties are authorised to record the conversations or electronic communications held for this purpose and to use them as evidence in or out of court.

C.4. Annual charge and fees

The Bank shall apply the annual charges which are detailed in the particular conditions of the respective contract. If no instructions to the contrary are given by the holder or applicant with a minimum of 20 days prior to card expiry, it shall be renewed and the relevant annual charge shall apply.

The Bank may receive the charge of the fee:

- For embossing a photograph, image or company logo of the Holder when the card is issued or renewed.
- For the cash provision services via the branches and ATMs of subsidiaries forming part of the system to which the card belongs.
- For each replacement of the card due to causes attributable to the Holder,
- For each purchase made at establishments in a currency other than the euro,
- For each query regarding the balance or transactions at ATMs.
- For the management of claims made for the reimbursement of debit positions outstanding, to be applied once for each new debit position.

These fees and minimums are those that appear in the particular conditions of the contract.

The Bank may also charge:

- Fees for supplying additional or more frequent information than is already established or via means other than those agreed herein, provided the information is furnished at the request of the Applicant.
- For the recovery of funds for payment operations improperly executed in accordance with the unique identifier of the card provided by the Applicant or Holder.
- Smart cards may include services, programs or functionalities with their own conditions of use and rates.
- For credit cards the Bank may also charge a fee:
- For each early cancellation of operations in instalments or balance pending deferred.
- For management expenses of splitting payments or the order to fund bills with the credit card.

All the above is in accordance with the current scale of charges which are provided upon signing the contract and are permanently available on the Bank's website www.bancsabadell.com.

The Bank may charge any other fee described in the particular conditions or if it informs the Applicant of the new characteristics and date of application in accordance with the fee modification procedure provided in the contract.

In accordance with the applicable regulation, establishments may require payment of an additional charge or offer a reduction for use of a card belonging to a specific payment system. This additional payment or discount does not correspond to the product or service rendered by the Bank, which is unrelated to same.

C.5. Withdrawal limits

- **For credit cards:**

The granting of the credit card service implies the arrangement of a line of credit for the applicant by the Bank.

This credit has a fixed limit assigned to a credit account, whose number appears in the section Card Contract. This credit limit is common irrespective of the number of cards assigned to said account. The credit limit is monthly and the limit initially assigned to the credit card is that which appears in the particular conditions of the contract.

An authorised monthly limit can be assigned to allow the use of the cards in excess of the credit limit, which also appears in the particular conditions hereof. Amounts exceeding the credit limit and all amounts withdrawn based on the authorised limit, including overruns, shall be immediately debited from the debit account indicated in the particular conditions, an account which may be modified by the Applicant. However, in accordance with the variation in the circumstances which have led to the assignment of the said limit, the Bank reserves the right to increase or reduce them and shall notify the applicant of the credit limit and current authorised limit and record the modifications of the other conditions in effect on card withdrawals. These modifications will be recorded in the next settlement of the credit card account. The Applicant may request these limits be modified, which modification must be approved by the Bank in order to take effect.

- **For debit cards:**

The debit card contract entails daily cash withdrawal limits and daily and monthly purchase limits which are common to and shared by all the cards issued under the same contract. The limits initially assigned appear in the particular conditions of the contract.

The Holder and Applicant undertake not to perform overdraft operations without the Bank's specific authorisation.

However, should for any reason an overdraft operation be performed, the sum must be covered immediately, and the Holder and the Applicant are obliged, jointly and severally, to pay the interest and charges established for overdrafts which shall accrue as from the date of the overdraft until it is effectively regularised.

In the event there is no available balance in the debit account or when the connection with the account is not possible due to technical reasons or pursuant to agreements with certain establishments or with other entities which own terminals authorised for performing operations, the "connected ATM" limit and the "point-of-sale termination" limit which appear in the particular conditions of the contract shall not be applicable, and become reserve limits and which should be interpreted as a better service for the customer but which under no circumstance obliges the Bank to approve same.

The Bank may modify the limits and other conditions governing card use in accordance with the circumstances prevailing at the time, after informing the Holder as provided in the common general condition A.11 "Notifications". The Applicant may request these limits be modified, which modification must be approved by the Bank in order to take effect.

C.6. Obligations of the Cardholder.

The holder must sign the card at the time of reception. The holder, as from this moment, assumes all liability for the events and situations arising from failure to sign the card.

The holder must also enter the secret number in those terminals which request it. This entry is deemed sufficient identification of the cardholder and the latter's full authorization of the operation and is the equivalent of the cardholder's signature.

The act of signing sales invoices or tickets issued by the establishment or the records of ATMs, point-of-sale terminals or any other means which proves the use of the card, including operations requested remotely or those in which the signature of the Holder is not required shall signify conformity with the operation performed, holding the Bank harmless from any incident which may arise between the Holder and the establishment.

The Holder and the Applicant expressly authorise the Bank to adopt in each case the security measures it deems appropriate for the purpose of avoiding any appropriation, fraud or improper use of the card. In this respect, in the event the establishment so requires, the holder must present an official document which proves his/her identity and that the card details match when performing a transaction and to enable the establishment to note and record same in accordance with the requisites for the capture and recording of personal data legally provided at the time.

The Bank, without detriment to the adoption of the measures it deems appropriate, shall be free from any liability if the card is not accepted by any establishment.

C.7. Obligations of the applicant

The applicant undertakes to reimburse the Bank, jointly and severally with the other Holders of the account if several, the amounts of the operations performed both with their card and with the service authorisation cards.

- **For credit cards:**

The amounts due at each settlement will be charged to the debit account on the last business day of the month. This settlement will include the operations performed by the cardholder and received by the Bank before the 26th of each month of previous working day in accordance with the details of the transactions supplied by the Bank, unless otherwise indicated in the specific conditions of the card listed in point "C.18. Specific conditions in accordance with the type of card" of this contract. In this case the particular conditions will be preferentially applied.

- **For BS CARD MASTERCARD cards:**

Purchase operation will be debited after processing the settlement with value date 3 calendar days after the date of each operation.

- **For debit cards:**

The amounts of operations carried out will be charged to the debit account at the time the payment order or instruction is received, which is the time when the operation is requested or notified to the Bank for authorisation.

All the movements performed with the card are notified by the Bank via the statement of account activity. Any delay in reflecting the details of any operation shall not signify the rejection of same. Should the Holder be in disagreement with any of the operations appearing in the statement, the Applicant must notify the Bank in writing. The Applicant must request the information from the Bank within the 15 days subsequent to the debit date in the associated account for debit cards or BS CARD MASTERCARD cards or at month end in the case of credit cards.

C.8. Types of payment in the case of credit cards.

The Applicant may request that the Bank at any time, with the Bank's prior authorisation, pay the sums due using any of the following options:

- a) Pay the entirety of the debt.
- b) Reimburse the Bank monthly with a percentage of the sums withdrawn. The amount to be reimbursed monthly may not be lower than the higher between the minimum amount and the minimum percentage established by the Bank and which is indicated on the modification form of the type of payment of the credit card account.
- c) Pay a sum certain. The amount to be reimbursed monthly may not be lower than the higher between the minimum amount and the minimum percentage established by the Bank and which is indicated on the modification form of the type of payment of the credit card account.
- d) Split the operations for the acquisition of goods and services into periodic payments over 3, 6, 9, 12, 18 or 24 months or in periods established at the time, by submitting a request to the Bank. In this case, only the instalment for each period will be settled, together with the respective interest calculated at the interest rate appearing in the particular conditions of the card contract or at the interest rate notified to the Holder at the time of requesting payment in instalments.

Notwithstanding the above, other types of payments different to those described may be established in the particular conditions of the card contract, in which case the latter shall prevail.

In the case of cards issued which are charged to an account whose title pertains to legal entities and in general to cards designed basically for company services, the Bank reserves the right to not accept deferred payment.

C.9. Default.

If at the time of the debit the applicant has insufficient funds in the debit account, the Bank may:

- a) Claim the amounts certified.
- b) If the debit account is open in the Bank, charge to this account even when it gives rise to an overdraft in the Bank's favour.
- c) Charge the operations, in whole or in part, to a special account open for this purpose. The balance of this account shall accrue interest, on a daily basis, in favour of the Bank at the nominal monthly interest rate resulting from adding 0.16 points to the nominal monthly interest rate provided in the particular conditions hereof. In the case of cards issued and charged to an account held by artificial persons and, in general, cards chiefly designed for company services, the applicable interest rate is the result of adding 0.3 points to the nominal monthly interest rate stipulated in the particular conditions of the contract, and under no circumstance may the default interest rate applicable to each product exceed the legal limits set forth in law.

The settlement will be made by months in arrears and the interest settled will accumulate to the balance of the credit account in accordance with the provisions of article 317 of the Code of Commerce by applying the following formula:

$$C \times T \times (R \times 12)$$

$$\frac{\quad}{365 \times 100}$$

Where:

C = is the account balance.

T = the number of days elapsed in the month.

R = nominal monthly rate of interest that applies as per C.9.c.

When this account is cancelled by paying off the balance of same, the interest on the fraction elapsed will be calculated. The application of sums charged in payment of the amounts outstanding due to the use of card use shall be in the following order: late payment interest, fees for non-payment claims management, ordinary interest, fees, expenses, balance of the special account and amount of the operations performed.

C.10. Liability of the Holder and/or Applicant

Operations performed with the cards shall be debited or credited to the associated debit accounts, from which the fees, interest and expenses caused by said operations may also be debited in accordance with the tariffs established for each operation. The Bank is also authorised to apply the annual charges, interest, fees and expenses charged to the credit account described herein.

The holder and the applicant shall be responsible for the safekeeping of the card and jointly and severally for any consequences arising from its use, which must be strictly personal.

The Holder and the Applicant may not revoke an order issued with the card.

In the event of loss, theft or forgery they are under the obligation to notify the Bank in person and without undue delay at any branch of the Bank or the 24-hour telephone numbers appearing in the particular conditions of the card contract. These numbers also appear in the card settlement document (credit cards) and the Bank's webpage where they appear in the section "cards">"Card protection".

As from this notification, the holder and the applicant shall be exempt from any liability for improper use of the card, provided they have not acted negligently or in a fraudulent manner.

The notification must be confirmed in writing as soon as possible, submitting to the Bank, if applicable, the report made to the appropriate authority. If no report has been filed, they shall file one if the Bank so requests.

They shall also be liable for the operations, withdrawals or purchases made when the secret number is known by a third party insofar as it is not possible for the Bank to prevent its use using the technical means available at the time of the notification by the systems described above.

For this purpose, the records issued by ATMs and other terminals which can be used shall be proof of the correct use of the card and the secret number by its legitimate owner.

The holder and/or applicant's liability for any fraudulent use by third parties prior to notifying the loss of theft of the card shall be limited to 150 euros provided they have not acted negligently or fraudulently in safekeeping the card, in the confidentiality of the secret number and in notifying the Bank, in which case this limit will not apply, and the holder and applicant shall provide the Bank with the documentation it requests.

The Holder and the Applicant are obliged to provide the Bank with any documentation requested in the event of loss or theft of the card.

C.11. Liability of the Bank

With regard to transactions carried out with the card to withdraw cash from ATMs or other terminals, the Bank will be liable for the incorrect or non-authorised execution of an operation, even when said operation is performed via a device, terminal or equipment not under its direct or sole control, except if said device, terminal or equipment is not authorised by the Bank. In any event, liability will be limited to the amount of the operation incorrectly executed or not authorised provided the Holder has not acted negligently or fraudulently. The Bank undertakes to maintain an internal record of the transactions carried out by the holder in order to remedy any possible error which may occur.

C.12. Applicable interest and early repayment of credit cards.

C.12.1. Deferral Interest

The sums deferred shall accrue to the Bank the nominal monthly deferment interest specified in the particular conditions hereof.

The interest shall be calculated by applying to each sum the nominal monthly interest rate of the days effectively elapsed and shall be settled on the last day of each month.

Formula for calculating the interest for the nominal monthly interest rate:

$$C \times R \times T$$

$$\frac{\quad}{30 \times 100}$$

Where:

C = each of the amounts subject to interest calculation,

R = the applicable nominal monthly interest rate provided in the particular conditions of the contract, and

T = the number of days effectively elapsed.

This interest will be settled and become payable every month together with the other amounts outstanding.

C.12.2. Interest on operations.

Interest will only accrue from the operation date in the respective periodic settlement immediately subsequent if, by virtue of the applicable type of payment, the entire balance of the credit account is not settled, by applying the nominal interest rate specified in the particular conditions hereof and calculated as described in section C.12.1.

C.12.3. Interest on cash withdrawals.

Cash withdrawals at branches and/or automatic cash dispensers will accrue interest from the operation date irrespective of the type of payment, applying the nominal monthly interest rate specified in the particular conditions hereof and calculated as described in section C.12.1.

C.12.4. Foreign transactions.

Operations performed with credit cards abroad, understood as a country other than that in which this contract is signed, are subject to the rules, provisions and limitations prevailing under the current legislation. These operations shall be subject to the exchange rate, fees and expenses established by each clearing centre of the systems or brands to which the card belongs and are payable by the applicant.

C.12.5. Modification of borrowing rate and total credit cost.

The procedure for modifying the borrowing rate and possible surcharges and/or fees shall conform to the provisions for modifying the contractual conditions indicated in common general condition "A.10. Modification of the contractual conditions of the products and services".

C.12.6. Early repayment.

In the event the Applicant of a credit card is considered a consumer, he may cancel the amounts due and other obligations arising herefrom in advance, in full or in part. In this case, he is entitled to a reduction of the total credit cost which comprises the interest and costs relating to the duration of the contract which is still to elapse. Provided the advance repayment occurs within a period in which the borrowing rate is fixed, the Bank shall be entitled to a compensation of 1% of the credit amount repaid in advance, if the remaining period between the advance repayment and termination is greater than one year. Should the period not exceed one year, the compensation to which the Bank is entitled shall be 0.5% of the credit amount repaid in advance. The above is without detriment to the right to greater compensation in the cases provided in the Consumer Credit Contract Law.

An example of early reimbursement is given by way of example:

If an operation is settled at 24 months and in month 6 it is decided to settle the remainder in one payment. The Bank may apply a 1% compensation of the amount settled as the period remaining for the settlement was longer than 1 year.

C.13. Cancellation of the service and card blocking.

The card service contract is for an indefinite period of time. However, this contract may be terminated by the Applicant or the Bank at any time, provided the other party is notified at least one month in advance if termination is by the Applicant and two months if at the initiative of the Bank with regard to the date on which the termination is to become effective.

The Bank may temporarily suspend the use of the card by blocking its functions and/or definitively cancelling the right to use the card and cancel the contract, at any time and the Holder shall lose all rights to same in the following cases:

- When the Applicant and/or any of the Holders, having been required to do so, fails to provide the Bank with the necessary documentation to evaluate their creditworthiness or legal situation.
- For objectively justified reasons relating to the security of the payment instrument.
- Due to the suspicion of non-authorized or fraudulent use.
- If as a result of its use there is a significant increase of the risk that the Applicant and, if applicable, the Holder may be unable to honour their payment obligations.
- Due to a breach of the payment obligations undertaken by the Holder or the Applicant towards the Bank or third parties,
- In the event of an administrative or judicial action against the Holder or Applicant,
- If the Holder or Applicant appears in a file belonging to any provider of information on solvency or creditworthiness, in which case, and unless the Bank authorises otherwise, the credit limit or drawdown approved by virtue of the contract will be automatically cancelled.
- In the event the Holder or Applicant were to be declared subject to insolvency proceedings, that part of the credit limit not yet used shall become unavailable and the credit limit shall be reduced by the said amount.
- Similarly, the Holder will lose the right to use the Bank's credit card:
 - a) If upon expiry, the Bank decides not to renew it.
 - b) In the event of any breach of this contract.

The Bank shall inform the Holder or Applicant that the card is blocked, suspended or cancelled and the reasons for same via a notification sent in the manner established in the particular conditions of the contract and, if possible, before adopting the blocking or immediately after doing so, unless the notification of said information is compromised for objectively justified security reasons or prohibited by other provisions in national or EU law.

In all cases when the right to use the card as established herein is lost, the Holder is obliged to return it to the Bank, which may use any technical or manual means to recover it, including its retention by establishments belonging to the system, and all the amounts drawn down shall be due and payable, including those deferred, together with the interest and fees accrued until such time.

C.14. Communications.

The Bank shall send any communications relating to this card contract to the address or in the same manner as the correspondence sent to the debit account.

In the event of debit account should belong to another credit institution, the communications shall be sent to the address appearing in the particular conditions of the contract or that confirmed at the time the card is activated.

C.15. Services, cover or additional advantages

The cards may incorporate a series of services, insurance covers or advantages, at no cost to the Applicant or Holder, in addition to the main service governed hereby, which shall in turn be governed by the Bank's conditions established with the service or insurance companies, an extract of which is provided to the Holder for their information.

Chip cards may also have the capacity to include third party applications such as authentication certificates, digital signature or other applications, hereinafter "applications container" which the Bank will place at the disposal of the Applicant or Cardholder. The Applicant or

Holder will be liable for the use of the "applications container" and for the consequences arising from the third party services hosted on the chip.

The Bank shall be held harmless from any incident or circumstance arising from or relating to the provision of said addition services. These services are subject to their being valid, and to the agreements or policies signed between the Bank and the service providers. The above services or cover may be modified, suspended or cancelled by the Bank unilaterally, which shall be notified to the Holders for their information.

The Holder may identify himself, validate or contract operations other than those provided in these conditions by using the PIN code or the card. The use of the PIN code or the card by the holder implies acceptance of said functions or use by the holder and/or applicant.

C.16. Right of withdrawal.

Pursuant to current law, the Bank states that if the holder acquires a consumer credit card, they have a non-extendable period of FOURTEEN (14) CALENDAR DAYS as from the execution of the contract (date the card is activated) to withdraw from same or, if subsequently, on the date they receive the contractual conditions and compulsory information by virtue of the Consumer Credit Contract Law, with no need to indicate the reasons and attracting no penalty.

If the right of withdrawal is exercised, Banco de Sabadell, S.A. (hereinafter the Bank) must be informed within the indicated timeframe by contacting its registered offices or any of its corporate centres or branches using any method that leaves a record of the notification or via the remote channels the Bank has in place for this purpose.

You must also refund as soon as possible and within a maximum of THIRTY (30) CALENDAR DAYS as from the notification of abandonment, all the sums drawn down using the card, plus the amount of the interest effectively accrued at the borrowing rate agreed upon in the contract. The Bank may offset the non-refundable expenses paid to the Public Administration.

When 30 calendar days have elapsed without having fully reimbursed the Bank, the obligation shall be deemed unperformed, and interest shall accrue on a daily basis, at the late payment interest rate agreed on in the relevant clause of the contract, and the Bank reserves the right to exercise the appropriate legal action.

Withdrawal from this contract shall give rise to the simultaneous withdrawal of any associated insurance contract which may have been effected.

C.17. Associated contracts

When this contract is solely for financing a contract relating to the provision of specific goods or a specific service, forming a commercial unit and the holder is deemed a consumer, the latter may exercise his rights against the provider of the goods or services and also against the Bank, provided all the following requisites are met:

- The goods or services have not been delivered in full or in part, or do not conform to those agreed
- The consumer has claimed in or out of court against the provider and has failed to obtain the satisfaction to which he is entitled.

C.18. Specific conditions by type of card.

The following specific conditions shall be included in and be applicable to the respective Card contracts in accordance with the type of card and will be supplementary or will modify and substitute those in which they conflict with the general card contract conditions.

C.18.1. Non-deferred VISA company credit cards.

Modifying as necessary the provisions of specific general condition "C.7. Obligations of the applicant" of the credit or debit card services, the parties agree that the sums payable at each settlement in accordance with the breakdown of operations furnished by the Bank shall be charged to the debit account on the 5th or previous business day of the month following the operation, with the same value date.

C.18.2. Deferred VISA company credit cards.

Modifying as necessary the provisions of specific general conditions C.7 and C.8 of the credit or debit card services, the parties agree that in this card:

- a) Amounts outstanding at each settlement, in accordance with the statement provided by the Bank, will be charged to the debit account on the 5th of the following month.
- b) The only form of payment for this card will be payment of the entirety of the debt. The following letters are removed b) monthly reimbursement of a percentage of the amounts withdrawn, with a minimum amount and c) pay a given sum with a minimum deferred amount and d) split the acquisition operations of said general condition C.8.

C.18.3. PIMEC company VISA credit cards.

Non-financial Services: The Bank is unrelated to any incident or circumstance arising from or relating to the use of the card services as an identifier of a PIMEC member and as a digital certificate, both services being subject to the conditions of the agreement signed between the Bank and PIMEC.

Financial Services:

Associated account. The use of the card in accordance with the procedure provided in the clause of the specific general conditions of the debit and credit card services (financial service) will require a prior risk analysis and, if applicable, the acceptance and approval of the credit limit by the Bank. Moreover, the debit account associated with the card must be open in Banco de Sabadell, S.A.

C.18.4. Credit cards which allow debit operations.

Credit cards whose particular conditions in the contract specify the fees for "Debit" cash withdrawals allow the withdrawal of cash at branches and ATMs of the Bank's network and those of other financial entities and networks provided the ATM accepts the operation.

In the event the Holder performs a purchase operation whose amount exceeds the monthly credit limit of the card, and, if applicable, the additional authorised limit stipulated in the particular conditions, this operation cannot be carried out against the credit limit but will be charged in full as a debit operation in the associated account in the card contract, provided sufficient balance exists. Operations debited from the account will not count towards the monthly credit limit.

C.18.5. AstraZeneca Special Visa Oro Cards.

Modifying as necessary the provisions of specific general conditions C.7 and C.8 of the credit or debit card services, the parties agree that in this card:

- Amounts outstanding on each settlement date, in accordance with the statement provided by the Bank, will be charged to the debit account on the 25th of the month or previous business day with the same value date.
- The acquisition of goods and services may not be split into instalments.

C.18.6. Revolving Cards.

The parties agree that the card may only be issued in the name of the current or savings account holder, hereinafter the "Holder". Therefore, specific general conditions C.1 of the credit or debit card services, are replaced by the following wording:

C.1. Holder of the service.

The card is person and non-transferable and shall always be issued in the name of a natural person, who shall be responsible for the proper use of the Card in accordance with these general conditions.

The natural persons holding current or savings accounts in the Bank may request a card be issued in their name.

This card does not allow payment of the entirety of the debt as a payment method, and therefore, modifying as necessary the provisions of specific general condition C.8 of the credit or debit card services, in the case of this card:

Payment of outstanding credit amounts and the interest shall be in monthly payments for the amount indicated in the particular conditions, payable by months in arrears and value date on the last day of each month settled, and the Holder expressly authorises the Bank to charge to the debit account indicated in the particular conditions or other accounts held by him/her in said Bank.

The amount of these payments shall be imputed first to the interest and the rest to repayment of the capital pending.

The Holder may request the Bank modify at any time the monthly payment within the options established by the latter.

As these payments are fixed in accordance with the current credit limit or the amount drawn down as agreed in the particular conditions of the contract, if said limit is modified the payment will also be modified and the Bank shall inform the holder of the monthly payment applicable as from that time.

The Holder may repay in full or in part the amounts outstanding at any time.

C.18.7. Sin Cards

The parties agree that for this card, modifying as necessary the provisions of specific general condition "C.8. Type of payment in the case of credit cards", the following type of specific payment be established for certain operations performed in euros:

Amounts resulting from the use of the card(s) in operations performed in euros for sums equal to or greater than 50 euros and up to 3,000 euros, shall be settled in the standard manner, splitting the operations into three-month periods without interest, and applying the management fee for the payment in instalments of operations in the amount shown in the particular conditions of this contract. In this case, only the instalment corresponding to each instalment period will be settled. In the event the splitting of the payment is cancelled is repaid in advance, the Bank may charge the full management fee for splitting the operation into 3 months. In the monthly settlement statement, the annual percentage rate (APR) shall be shown for each operation paid in this manner, taking into account the instalment management fee provided in the particular conditions. This rate does not include the expenses the Holders may avoid by using their powers under the contract, expenses payable to third parties, especially brokerage, notary fees and taxes and insurance or guarantee expenses.

For information purposes, two examples of the APR are shown, assuming that the operations are performed on the first day of the month:

- Operation of 190 euros: 26,49%
- Operation of 1,000 euros: 4,65%

The Bank reserves the right to increase or reduce the tranches of the amount of the operations described and shall notify the applicant of the new tranches in place.

C.18.8. Ivaj Youth Cards.

The holder of the debit cards Visa Electrón Carnet Jove IVAJ expressly authorise the Bank to transfer their personal data (name and surnames, postal address, Tax ID No., date of birth, profession, telephone number and card number) to the INSTITUTO VALENCIANO DE LA JUVENTUD CAV, holder of Tax ID. No. Q96500071 and offices in calle Guardia Civil, 21, 46020 VALENCIA, so as to be eligible for the benefits and promotions the IVAJ offers holders of the Carnet Jove.

To exercise their right to access, rectify, oppose and delete them before the IVAJ.GVA JOVE, the Holder may write to the above addresses in a letter with the requisites provided in the regulations on data protection.

C.18.9. ACEM Cards.

The Holders of MasterCard Classic ACEM cards expressly authorise the Bank to communicate their personal data (name and surnames, postal address, Tax ID., date of birth, telephone number, card number, language and trademark of the Banco Sabadell group of which they are customers) to the following:

- ACEM (Associació Catalana d'Estacions d'Esquí i Activitats de Muntanya), which engages in the promotion and fostering of snow and mountain sports and supporting its associates, with Tax ID. G08797177 and registered offices in Camps i Fabrés, 3-11, 08006, Barcelona, to enter the promotions this organisation may offer cardholders, relating to skiing activities.
- RACC Seguros Compañía de Seguros y Reaseguros. S.A., which engages in insurance and reinsurance operations in the field of travel assistance insurance, preparatory or supplementary activities of said insurance and those aimed at preventing risk and damages, holder of Tax ID. No. A59575365 and registered offices in avenida Diagonal, 687, 08028, Barcelona, to benefit from the assistance, accident and civil liability insurance for skiers as they are holders of the ACEM card.

To exercise their right to access, rectify, oppose and delete them before the ACEM and/or RACC Seguros Compañía de Seguros y Reaseguros, S.A., the Holder may write to the above addresses in a letter with the requisites provided in the regulations on data protection.

C.18.10. Catalunya Comerç Cards.

The parties agree that for this card, modifying as necessary the provisions of specific general condition "C.8. Type of payment in the case of credit cards", the following type of specific payment be established for certain operations performed in euros:

Amounts of operations equal to or greater than 200.00 euros and equal to or less than 2,000.00 euros.

Amounts outstanding due to the use of the card(s) shall be settled in the standard manner, splitting the operations into three-month periods without interest, and applying the management fee for the payment in instalments of operations in the amount shown in the particular conditions of this contract. In this case, only the payment of the instalment period will be settled. In the event the splitting of the payment is cancelled or repaid in advance, the Bank may charge the full management fee for splitting the operation into 3 months.

In the monthly settlement statement, the annual percentage rate (APR) shall be shown for each operation paid in this manner, taking into account the instalment management fee provided in the particular conditions. The rate does not include the expenses the applicant may avoid by using their powers under the contract, expenses payable to third parties, especially brokerage, notary fees and taxes and insurance or guarantee expenses.

For information purposes, an example of the APR is shown, assuming that the operations are performed on the first day of the month:

Operation of 1,000 euros: 5,52%

The Bank reserves the right to increase or reduce the tranches of the amount of the operations described and shall notify the applicant of the new tranches in place.

D. SPECIFIC GENERAL CONDITIONS APPLICABLE TO THE EXPANSIÓN LINE.

- D.1. Definition.**
- D.2. Use of the Line.**
- D.3. Credit limit.**
- D.4. Withdrawals.**
- D.5. Channels.**
- D.6. Interest.**
- D.7. Form of payment and calculation of late payment interest.**
- D.8. Obligations of the Holders**
- D.9. Fees.**
- D.10. Duration and cancellation.**
- D.11. Files on financial solvency.**

D.1. Definition.

The Expansión Line is a line of credit with a personal guarantee, operated via a Credit Account associated with a current sight account (hereinafter, Associated Account), which Banco de Sabadell, S.A. furnishes to the Holders by reason of their creditworthiness.

The Associated Account allows the Holders to have a credit account called Expansión Line via the channels used by the Bank, including the Distance Banking systems (BS Online and BS Mobile) or any other type of channel which may replace it under the conditions described below:

D.2. Use of the Line.

By accepting these Specific General Conditions, the Holders request the Bank approve, accept and activate the line of credit. Without this acceptance by the Bank following a risk analysis, no credit facility will be approved.

Once the Bank has approved the Line of credit, the Holders of the associated account may use it severally in one or more drawdowns up to the credit limit in effect at the time.

D.3. Credit limit.

Maximum credit granted to a credit account linked with the Associated Account, which is common, irrespective of the number of Holders of the account. The limit initially assigned will be notified by the Bank via the communication channels in use at the time.

Nevertheless, in accordance with the variation in the circumstances that gave rise to the assignment of said limit, the Bank reserves the right to increase or reduce it, even to zero, but under no circumstance may it be lower than the credit limit drawn down. The Bank shall review the credit limit and the other particular conditions of each drawdown on a monthly basis, informing the Holders via the communication channels the Bank uses at the time. The particular conditions in force for each month shall be at the Holders' disposal at the Bank's branches and via the distance banking services (BS Online and BS Mobile), or via any channel that may substitute these.

The Holders may make new drawdowns, of that part of the credit limit released or reduced and up to the maximum available limit, as provided in these specific conditions.

D.4. Withdrawals.

The Holders of the Associated Account may use the Line jointly and severally for the sole purpose of making transfers to the Associated Account up to the relevant limit. The Expansión Line may not be used to make cash withdrawals. The amount of each drawdown may not be lower than €150, so the overall limit of the Expansión Line will be deemed depleted if the available amount is a lower amount. The total accumulated amount of the drawdowns may not exceed the maximum credit limit.

The Bank reserves the right to approve or refuse the application for each drawdown made by the Holders.

In the event any of the Holders were to be declared subject to insolvency proceedings, that part of the credit limit not yet used shall become unavailable and the credit limit shall be reduced by the said amount.

Any of the Holders, if several, may individually cancel one or more drawdowns. Any of the Holders may, after settling the obligations pending, request the cancellation of the Expansión Line at no charge at any subsequent time, and undertakes to inform the other Holders of the Associated Account.

In cases in which this document and the successive drawdowns of the Expansión Line are executed via a remote system placed at their disposal by the Bank, the Holders will have 14 calendar days as from said execution to withdraw via any of the Bank branches or via the available distance banking systems, and the parties must reciprocally restore, if applicable, the sums.

D.5. Channels.

The request for each drawdown may be checked at the Bank's offices, via the distance banking service or any other channel the Bank has available at the time.

The Holders expressly authorise the Bank to adopt as required the security measures it deems appropriate for the purpose of avoiding any misappropriation, fraud or improper use of the identification codes.

D.6. Interest.

The interest shall be calculated by applying to each drawdown the nominal monthly interest rate of 0.85% for the days effectively elapsed since the drawdown was made and will be settled on the last day of each month. The formula for calculating the interest for the nominal monthly interest rate is as follows:

$$\frac{C \times R \times T}{30 \times 100}$$

Where:

- C** = the amount drawn,
- R** = the applicable monthly nominal interest rate, and
- T** = the number of days effectively elapsed.

Amounts outstanding at each settlement, in accordance with the statement provided by the Bank, will be charged to the Associated Account at month end.

D.7. Form of payment and calculation of late payment interest.

Reimbursement of the drawdowns will be via periodic payments to be chosen by the Holders, of 3, 6, 9, 12, 18 or 24 months or the periods established at the time by making a request to the Bank.

The period settled will be that corresponding to each drawdown, together with the respective interest calculated at the interest rate notified to the Holders upon requesting the drawdown.

If at the time of the debit the applicant has insufficient funds in the Associated Account, the Bank may:

- a) Claim the amounts certified.
- b) Charge the Associated Account even though it originates an overdraft in favour of the Bank.
- c) Charge the operations, in whole or in part, to a special account open for this purpose. The balance of this account shall accrue interest, on a daily basis, in favour of the Bank at the nominal monthly interest rate resulting from adding 0.16 points to the nominal monthly interest rate of 0.85%, and under no circumstance may the default interest rate applicable to each product exceed the legal limits set forth in law.

The application of sums charged to pay the amounts outstanding by virtue of the use of the Expansión Line shall be in the following order: late payment interest, fees for non-payment claims management, ordinary interest, fees, expenses, balance of the Associated Account and amount of the drawdowns performed.

The Holders may cancel in whole or in part, and prior to the due date, any of the drawdowns they have performed after settling the obligations pending.

D.8. Obligations of the Holders

Each Holder of the Associated Account undertakes to reimburse the Bank, jointly and severally with the other Holders of said Associated Account, if several, the amounts of the drawdowns performed by any of them, together with the resulting fees, interest and expenses.

Should the Holders be in breach of the payment obligation, the Bank may, in compliance with legal requirements, demand the sum outstanding in court and take legal action to attach any part of their property, given their personal, unlimited liability until full payment of the debt claimed. Moreover, the Bank may furnish information to service providers regarding asset and credit solvency in relation to the breaches of the Borrower(s) relating to the contract breached.

The Bank is authorised to debit the aforementioned sums from the Associated Account. If any of the Holders of the Associated Account should cease to be a holder, the other Associated Account Holders assume all the obligations and liabilities arising from the drawdowns made previously and those which may occur in the future.

All the transactions performed in the Expansión Line are notified by the Bank via the statement of transactions.

D.9. Fees.

The Bank may charge for claims made for payment of each instalment unpaid by the Holders a fee for to be applied once for each new debit position occurring and the Bank may charge any other fee that appears in the particular conditions.

The Bank may also charge for management costs of splitting payments, drawdown from the credit limit and full or partial cancellation of the credit limit used, in the event this is provided in the particular conditions of the contract or as from the Bank notifies the Holders of these fees and their application in accordance with the fee modification procedure provided herein.

The Bank may charge fees and expenses arising from supplying additional or more frequent information than is already established or via means other than those agreed on herein, provided the information is furnished at the request of the Holders.

D.10. Duration and cancellation.

The Expansión Line has an indefinite duration, irrespective of if the specific duration of each drawdown. However, the contract may be terminated at any time by any of the Holders, if there are several, and such termination of the Line shall affect all of the latter, with no requirement to notify the other Holders. In the event the Associated Account is cancelled, the Expansión Line is automatically cancelled.

The Bank may terminate the Expansión Line at any time provided a minimum of two months' notice is given to the Holders.

Likewise, the Bank may temporarily or definitively suspend the use of the Expansión Line at any time and the Holders shall lose all rights relating to same in the event of any default on payments to the Bank or to any third party and in the case of an administrative or legal claim against either of them or if they were to appear in the records of any information service provider on solvency or creditworthiness in which case, and unless the Bank authorises otherwise, the credit and/or the drawdowns will be automatically cancelled and all sums outstanding payable. In this case, the Bank shall inform the Holders when the Expansión Line is blocked and the reasons for this action. This notification shall, if possible, be given before blocking the card or immediately after doing so, unless the notification is compromised due to objectively justified security reasons or is not permitted by other provisions of national or EU law.

In all cases when the right to use the Expansión Line as established herein is lost, all the amounts drawn down shall fall due and payable, including the interest and fees accrued until such time.

D.11. Files on financial solvency.

The Holders authorise Banco de Sabadell, S.A. to check the public records and information files on financial solvency and creditworthiness such as ASNEF, BADEXCUG, CIRBE and others to automatically analyse the solvency and payment capacity and to support decision-making as regards approving and reviewing the credit limit of the Expansión Line.

E. GENERAL CONDITIONS APPLICABLE TO PAYMENT SERVICES.

- E.1. Payment services and operations.**
- E.2. Unique identifier.**
- E.3. Authorisation and revocation.**
- E.4. Reception and maximum execution time of payment orders.**
- E.5. Rejection of payment orders.**
- E.6. Blocking of the payment service.**
- E.7. Return of payment orders and applicable exchange rate.**
- E.8. Holders' liability**
- E.9. Fees and expenses**
- E.10. Payment instruments for minor sums.**
- E.11. Account cheques and promissory notes.**
- E.12. Documentation in collection or discount management.**

These general conditions of payment services form part of the products and services contracts signed with the Bank to constitute a framework contract for payment services as provided in Law 16/2009 on Payment Services (hereinafter, PSL), in order to govern the execution of future, individual and successive payment operations which the Holders (even when one and including under this name the applicants in the case of card contracts) carry out via the Bank (payment service provider).

Payment operations processed via the Bank shall be subject to the conditions of the respective framework contract, Law 16/2009 dated 13 November on Payment Services (hereinafter, "PSL"), Ministerial Order EHA/1608/2010 dated 4 June on the transparency of the conditions and the information requisites applicable to payment services and the clearance rules established for the Single Euro Payments Area (SEPA) based on the "Rulebook on the direct debit scheme (CORE and B2B) and transfers (SCT)" available on the Bank's website, and the Bank has no relation with the underlying contract or operation performed between the respective ordering party and beneficiary of payment operations. Said underlying contracts or operations do not concern the Bank nor affect other Banks intervening in the respective system.

The law mentioned in this document is available on the Bank's webpage.

E.1. Payment services and operations.

Via the payment account contracted with the Bank, the Holders and persons authorised by them (hereinafter, "the Authorised users" even when only one) may perform all types of payment services and operations in accordance with whether it is a current or savings account, including, but not limited to the following:

- Services which allow the deposit or withdrawal of cash in a payment account and all the operations necessary for management of the payment account.
- Execution of transfers including standing orders.
- Direct debit or bills and charges (recurring or otherwise).
- The issuance and acquisition of payment instruments (cards).
- Execution of payment operations via a payment card or similar device.
- Remittance of money
- Electronic banking: The execution of payment operations in which the Holders authorise execution of a payment operation using telecommunication, digital or computerised devices and payment is made via the network or telecommunication or computer system which acts solely as an intermediary between the Holders and the Bank.

- Any other services which the Bank allows in accordance with the type of accounts.

The above may be performed using the existing means, devices, channels or instruments or any which may exist in the future and are accepted by the Bank.

The framework contract of the payment services shall govern the payment service relations established between the parties and shall survive even in the succession of the Bank due to merger or acquisition operations.

E.2. Unique identifier.

At the time the payment account contract is signed, the Bank provides the customer with a "unique identifier". The Holders must provide this "Unique Identifier" for proper execution of a payment order, which in the case of the payment account and in accordance with the type of code required by the payment operation will be:

- The Current Account Code ("CAC") which has twenty (20) digits
- the "IBAN" (International Bank Account Number) which has twenty-four (24) digits, and
- the "BIC" (Bank International Code) pertaining to the Bank which has from eight (8) to eleven (11) digits

In the case of debit or credit cards, the unique identifier is the card number or PAN which has sixteen (16) digits.

The Holders must always request the unique identifier from the beneficiaries when issuing transfers or the debtor in the case of direct debits.

The respective payment services provider will have furnished the holders with this identifier.

When the payment order is executed in accordance with the unique identifier, it will be considered correctly executed in relation to the beneficiary specified in the identifier.

If the beneficiary's unique identifier supplied by the Holders is incorrect, the Bank will not be liable for the non-execution or improper execution of the payment order. However, the Bank shall make reasonable efforts to recoup the funds of the payment operation and may charge the Holders any expenses caused.

When the Holders supply information additional to that required by the Bank for proper execution of payment orders, the Bank shall only be liable for proper performance of the payment operations with the unique identifier furnished by the Holders.

E.3. Authorisation and revocation.

• Authorisation.

The Holders must first lend their consent to the execution of payment operations. However, the Bank may accept consent lent subsequent to the execution in accordance with the procedure and within the limits set forth by the Bank from time to time, according to the type of operation.

The ordering party's consent to the execution of a payment operation shall be lent via a notice in writing delivered to the Bank in the agreed manner or using the remote communication techniques the Bank accepts at the time.

All and any expenses and fees not expressly included within the scope of the payment operations and services shall continue to be applied pursuant to the conditions of the respective contract, any possible subsequent amendments and the tariffs leaflet of the Bank.

• Revocation.

Payment Orders sent by the Holders to the Bank are irrevocable as from the time they are received by the latter.

When authorisation is given for a series of payment operations, revocation shall signify that all future payment operations covered by said authorisation shall be deemed unauthorised.

E.4. Reception and maximum execution time of payment orders.

The time of receipt of a payment order shall be when it is received by the Bank. If it is not a business day for the Bank or is received outside the established timetable, either the deadline for operating via the Bank's branches or the respective distance service, payment orders will be considered received the following business day for the purpose of calculating the maximum period in which it must be credited to the payment services provider's account (hereinafter, the "provider") of the beneficiary.

The execution of payment orders initiated by the Holders shall commence on the day sufficient funds have been made available to the Bank for this purpose. However, the Bank may execute the order without funds, without detriment to the Holder's obligation to immediately provide coverage and replacement of the funds.

The maximum execution timeframe of payment services is as follows:

- a) For payment operations into the payment account in euros, when both providers are located within the European Union, the maximum execution time for the Bank will be:
 - i. In operations initiated by the Holders: The business day following the date considered the date of receipt, except for payment operations initiated on paper, which will be two business days.
 - ii. For credit operations addressed to the Holders of the account as beneficiaries: Immediately after having received the funds for the payment operation, sent by the Bank of the ordering party.
- b) For the other payment operations into the account:
 - i. These shall be executed as soon as possible in accordance with the correspondent Banks or the Currency Markets to be used for this purpose.
 - ii. Except for intra-EU payment operations in which the execution time will be four business days.

E.5. Rejection of payment orders.

The Bank reserves the right to reject the issuance or reception of a payment order when there exists a prohibition or restriction of the commercial operation with regard to any of the target entities or issuers of the operation or the source or target country arising from the application of an international standard, recommendation and/or criterion of the Administration or Regulating Body and as an internal preventive measure regarding the financing of terrorism, money laundering, international delinquency or for security reasons or the protection of human rights.

The Bank may also reject the execution of a payment order if:

- There are signs of fraud or money-laundering,
- The conditions necessary for executing the operation are not met,
- Insufficient information is provided,
- They are erroneous,
- There is insufficient balance to execute them,
- Or any other justifiable cause.

The Bank shall notify the Holders of this rejection and, insofar as possible, the reasons for same together with the procedure to rectify possible errors which have caused said rejection, unless a regulation prohibits said notification, or with regard to payment instruments for small amounts and electronic money, when the non-execution is evident in the context in which it is intended. The notification will be given in the same form as the correspondence agreed on herein for the payment account and/or via the mobile telephone and/or email address corresponding to the distance banking and alerts service that any of the Holders maintain with the Bank. With regard to the notification of rejection of the execution of a payment order, the Bank may charge fees when the rejection is objectively justified.

E.6. Blocking of the payment service.

The Bank reserves the right to temporarily suspend or block the use of any payment instrument for objectively justified reasons relating to the security of the payment instrument, suspicion of non-authorized or fraudulent use of said instrument or in the event the payment instrument is associated with a line of credit, if it represents a significant increase in the risk the Holders may be incapable of fulfilling their obligation to pay. The Bank shall inform the Holders when a payment instrument is blocked in accordance with the current regulations.

E.7. Return of payment orders and applicable exchange rate.

In the case of direct debits, the Holders are entitled by law to the return rights set forth in same.

The Holders and the Bank agree that the former are only entitled to return previously authorized payment operations if the conditions for such a return as described in the PSL and other applicable legislation are met and which are described below.

The Holders may request a refund from the Bank of the payment operations authorized which have been executed and initiated by a beneficiary or via the Bank, during a maximum period of eight weeks as from the account debit date if all the following conditions provided in the PSL are met:

- If the authorisation by the Holders has been given without specifying the exact amount of the payment operation, and
- This amount exceeds that which the ordering party could reasonably expect, taking into account previous spending patterns, the conditions of the Framework Contract and the circumstances surrounding the case; and any other legal condition which may be established.

In all events, the ordering party must submit the data to confirm that the conditions mentioned above prevail if so required to by the Bank.

The Holders may not request a refund using reasons related to the exchange rate when the reference rate agreed by the Bank has been applied and which is published on the Bank's Website (<https://www.bsmarkets.com>) under subsection "currencies", heading "closing exchange rates".

In this respect, it is expressly stated that the exchange rates are free and are market rates which may vary at any time, and the Bank is under no obligation to apply the official exchange rates. For payment operations denominated in a currency other than the euro, the Bank will use as the basic reference rate for executing the payment order the buying or selling rate which the Bank publishes on the day of the operation for currencies listed in the Bank unless the parties should agree to apply a different rate, together with the fees and expenses applicable for this rate.

The Holders and the Bank agree that the former will not be entitled to effect a return when they have directly transmitted their authorisation of the payment order to the Bank and provided the latter or the beneficiary have provided or placed at their disposal the information relating to the future payment operation with a minimum of four weeks notice prior to the planned date.

When the Holders become aware of a non-authorized or incorrectly executed payment operation they must inform the Bank without delay in order for the latter to rectify same. Except in cases in which the Bank has not provided or made available the information on the payment operation, the notification referred to in the preceding paragraph must occur within a maximum of 13 months as from the debit date.

The Holders are under the obligation to supply the necessary information and documents to evidence the proper nature of any type of refund. Within ten (10) business days as from receipt of a refund application, the Bank must refund the entire amount of the payment operation or justify its refusal to do so, indicating the judicial and extra-judicial claims procedures available to the Holders.

E.8. Holders' liability

- The Holders are under the obligation to use any means of payment or payment instrument (cheques, promissory notes, orders, cards, etc.) in accordance with the conditions governing their issuance, custody and use, and to take all reasonable measures to protect the personalised security elements they are equipped with (codes, passwords, keys; etc.) and in the event of any loss or theft of a payment instrument or non-authorized use of same or incorrect execution the Holders are obliged to immediately inform the Bank of such circumstances either personally at any branch or by calling the telephone number given to the Holders upon delivery of each means of payment and which are permanently indicated on the Bank's Website, www.bancsabadell.com
They may request the use of the payment instrument be unblocked when the causes which justified the adoption of this measure have ended or ceased to exist or when they must make another notification related to the payment instruments.
- The Holders shall pay up to a maximum of 150 euros for the losses arising from non-authorized payment operations resulting from the use of a lost or stolen payment instrument. However, in the event of any fraudulent action on the part of the Holders, the latter shall bear the full losses occurring as a result of non-authorized payment operations which are the result of their fraudulent action or breach, whether deliberate or due to gross negligence, of one or more of the conditions governing the issuance, custody and use of the means of payment or due to failure to adopt the protection measures of the personalised security elements.

E.9. Fees and expenses

The consumer Holders are entitled to receive from the Bank explicit information on the maximum execution time and the expenses payable in payment operations subject to a framework contract which are initiated by the Holders or at their request, with a breakdown of said sums. The Bank may charge expenses arising from recovering funds for payment operations with an erroneous "Unique Identifier"; and the expenses due to notifications arising from rejection of payment orders, for the amount which appears in the fee schedule on the rate of fees and expenses.

E.10. Payment instruments for minor sums.

Pursuant to the provisions of Order EHA/1608/2010, 14 June, on the transparency of the conditions and information requisites applicable to payment services, payments instruments for minor sums are those which:

- only affect individual payment operations no greater than 30 euros, or
- which have a spending limit of 150 euros, or
- allow the storage of funds that at no time exceed the sum of 150 euros.

In these cases, the conditions provided in article 11.1 of said Order EHA/1608/2010 will not be applicable as regards the manner of proposing changes to the Contract conditions. It is also agreed that after executing an operation, the Bank will supply the Holders a reference to identify the payment operation, the amount and expenses and that in the case of several payment operations of the same nature to the same beneficiary, the total amount and expenses, unless the payment instrument is used anonymously or the Bank does not have the necessary technical resources to provide it.

E.11. Account cheques and promissory notes.

The Bank undertakes to pay any cheques issued and charged to this account for an amount equal to or lower than that guaranteed in same and the accountholders undertake not to draw any cheque with the prior existence of sufficient balance and not to challenge payments which the Bank may make in accordance with the provisions of this condition. In any event, the Bank is authorised to debit to the account those cheques which have been approved.

The Bank itself appears as the domiciliary agent in the promissory note books provided by the Bank to the Holders, whereby the Holders expressly grant authorisation to the Bank to pay the promissory notes submitted for collection to be charged to the account.

E.12. Documentation in collection or discount management.

Payment of remittances in the form of cheques, promissory notes or other documents submitted by Holders for collection shall be deemed conditional until they have been effectively collected by the Bank.

Unless the Holders and the Bank have expressly agreed otherwise, any advance payment, discount or payment into the account of negotiable instruments, bills or any type of document on paper or electronic media shall be deemed carried out subject to performance. In the event of any default, the Bank may debit the amount from the account together with the expenses and return fees set out in the schedule of maximum fees and expenses chargeable to customers and notified to the Holders.

The rates applicable to the submission and return of the various instruments, bills or documents may be consulted at any time and are at the disposal of the Holders at all the branches of the Bank, and are published at the Internet address or website of the Bank.

Non-consumer holders

In the event the Holders are not "Consumers" (consumers are natural persons acting for purposes unrelated to their commercial or professional, economic or commercial activity) the conditions set forth in the section "Non-consumer holders" of clause "A.1 Ownership and Authorised Users" of the common general conditions of this document are applicable.

F. SPECIFIC GENERAL CONDITIONS APPLICABLE TO THE DISTANCE BANKING SERVICE AND ALERTS SERVICE CONTRACT.

F.1. Definitions

F.2. Description of the Distance Banking Services

F.2.1. Distance Banking.

F.2.2. Alerts.

F.3. Obligations of the Bank

F.4. Obligations of the Holder

F.5. Duration and termination of the Distance Banking contract.

F.6. Schedule of fees for the Distance Banking Services

F.7. Security of the Distance Banking Services

These specific general conditions shall be applied, together with the particular conditions, to the respective Distance Banking Service which the Holders of the account, hereinafter the "Holder", individually sign with the Bank. These contracts shall be considered a framework contract for the purposes of the Payment Services Law.

Contents of the specific general conditions.

Below are the details of the characteristics of each of the Distance Banking Services and a list of the obligations assumed by both the Bank and the Holder and which allow a trustworthy system of communications and operations.

Lastly, other useful matters are explained regarding the possible causes of termination of the contracts, the fees applied and a short explanation of security in distance banking and the Bank's obligation to inform third parties of the Holder's details. This is done with the sole objective of complying with the law and in such a manner that the Holder can perceive the Bank's actions with regard to distance banking as a quality and fully transparent service.

F.1. Definitions

- **Distance Banking.**
Systems that enable the Holder to communicate with the Bank.
Any technological means or communications channels based on present or future technologies which the Bank places at the disposal of its customers may be used. For example: Mobile or fixed telephones, Internet, SMS or Push., etc.
- **Alerts.**
Information regarding events of product situations that, via the Distance Banking Service or requested by the Holder or which the Bank determines are of interest to them (commercial or security-related).
- **OTP code**
One-Time Password, limited, single use code that the Bank sends to the Holder's device. For example: Mobile phone, Smartphone, tablet, telephone, etc.
- **SMS.**
Short text message that can be sent to/received by a mobile phone.
- **PNS or PUSH.**
Services offered by companies (Apple, Google,..) to receive on Internet prepared devices such as Telephones, tablets, etc. text and/or images.
- **Token.**
Physical device that calculates code via which the Holder can confirm distance banking operations.
- **Secondary users.**
Via the Distance Banking service, the Holder can create and maintain secondary users who will have a certain level of access to those products for which the Holder decides to grant such access. Both the access code used by these secondary users and the accessible products, the possibility of consulting and/or operating with them or the operating limits will be configured by the Holder by using the Distance Banking option available.
The process for generating, obtaining and cancelling the secondary identification and signature systems via the means available shall at all times be controlled by the Holder, who assumes all liability for same, with detriment to the Holder's powers to suspend and/or cancel the validity of same at any time and at his discretion. The Holder may also effect said suspension or cancellation voluntarily via the connections provided for this purpose. The Bank shall determine the means of communication via which it will be possible to generate, configure or cancel the secondary identification and signature systems. The Bank shall establish the maximum number of secondary accesses which can be requested by the authorised user in this system.

F.2. Description of the Distance Banking services

F.2.1. Distance Banking

- **Authorisation to access, consult, transact and contract.**
 - For Natural Persons
The Bank provides access to the contracts in which the Holder appears as holder, authorised user or legal representative.
 - For Artificial Persons
The Holder lends their agreement for their products to be accessible via the Distance Banking contract to authorised natural persons of the contracts. The authorised users may operate via their respective distance banking contracts for natural persons. Artificial persons may request the Bank suspend or cancel the Authorised users' access giving a minimum notice of 10 days prior to the date on which the resolution takes effect.
- **Communication systems.**
The Holder may communicate with the Bank using any system available and permitted by the Bank: fixed telephone, mobile phone, videoconference, computer connection via the Internet or any IT or communications network, television or any connection established via communication systems or channels implemented by the Bank.
The use of each of these means signifies the Holder's guarantee with regard to knowing the hardware, software and necessary equipment to use same. When using these systems, the Holder accepts that they know the characteristics of the devices and programs used by same.
- **Scope of the Distance Banking operations.**
The Distance Banking operation extends to all the accounts, services and financial products of the brands or entities of the Bank or those which are made accessible via the service and in which the Holder appears as the Holder or Authorised user. For this purpose, with

respect to the orders or requests for information addressed to other financial entities of the Banco Sabadell Group, its affiliates or subsidiaries, the Bank is deemed to act as an intermediary, guaranteeing the identity of the ordering party under the terms provided in the general condition "Identification System"

Via the Distance Banking Services and with regard to the operations, products and services in which they are legally authorised to operate with regard to the Bank, the Holder may:

- Consult and obtain information regarding the accounts, operations, products and services subscribed at that time.
- Buy or sell securities, investment funds and any other financial assets and order all types of banking and financial operations which are available at the time.
- Request and obtain products and services which are available.

In the case of Artificial Persons, to operate in the Company accounts, the respective Authorised Natural Persons must appear as associated as authorised users of the Company accounts and the withdrawals and transactions will be carried out in accordance with the limits on the amount, Company, period and type of operation established with the Bank. The use of the services by the Holder requires the signing and maintenance of this contract. Termination of same will prevent its use.

• **Identification and authentication system of the Distance Banking Service**

- Identification

This is the element that guarantees the identity of the Holder in the connection to the distance banking service.

It currently comprises the following elements:

- **Nat. ID no., passport, residence card or any other identity document** or the user code accepted by the Bank.
- **Access code**, consisting of a numerical code the Bank gives to the Holder as from signing the Distance Banking Service contract. The Holder may modify it at any time and the Bank, for security reasons, may establish a code validity period as for the code, after which it may require the Holder to modify it.

- Signature

The signature is the security factor for confirming operations. No order that requires a signature will be valid until the signature is provided by the Holder and confirmed by the Bank.

• **Need to have a signature system.**

The Holder must have one of the signature systems described below in order to use the Distance Banking Service. Otherwise, no transaction operation will be performed via Distance Banking and access is limited to queries and Bank announcements that the Bank may send from time to time.

The accepted signature systems are as follows:

- **Digital Signature** This requires that the Holder have installed on the personal compatible device (Mobile, Smartphone, tablet, etc) the Bank's Mobile application (APP).
 - For this system, the Holder must follow the instructions given by the Bank to ensure correct registration of the Holder's device in the Bank's IT systems.
 - The Bank sends a code (OTP) to the Holder's device for every operation requiring a signature.
- **Digital Signature- SMS** The Bank sends an SMS to the Holder's mobile phone with the instructions to correctly finalise the intended operation.
- **Token signature.** In this case a physical device is used (code calculator) to provide the necessary signature code for the Holder to confirm operations via remote channels.

• **Validity of the distance banking identification and signature systems.**

The Holder and the Bank agree that the codes above, after being validated by the Bank, shall be as equally valid as a handwritten signature both as regards authentication and the impossibility to reject same subsequently and the integrity of the content. The files, registers, documents and data files, instructions or declarations in electronic format sent via the above instruments shall be acceptable as proof in and outside court.

The Holder and the Bank agree that any non-material modification of the future identification and signature systems will be covered by these Specific General Conditions.

F.2.2. Alerts

• **Description of the Alerts service**

The aim of the alerts service is to provide the Holder information on events and situations arising in the products and services contracted with the Bank together with any other additional information the Bank considers useful for the Holder.

For example: (Notification of salary/pension payment, Card purchases, Blocking of access PIN).

The information supplied by the Bank shall be for the strictly personal use of the Holder.

The documents or records with the selection of alerts made by the Holder shall be deemed supplementary conditions to the service conditions. Depending on its availability, the service may include accounts, services and products of any entity forming part of the Banco Sabadell group or affiliates or subsidiaries and in which the Holder appears as Holder or authorised user, authorising these group entities to communicate whichever data or information are necessary for this purpose.

In order to offer the Holder a more complete service, the Bank may subcontract the service provision to third parties.

• **The Holder can decide:**

- a) The alerts they wish to receive, from among the range available at the time and the possible configuration characteristics (For example: Time bracket for reception, product or service, limits on the amount or percentages, etc.),
- b) The channels: Email, SMS, Push, Mobile Applications, Internet Applications, etc...,
- c) Reception devices: Mobile telephone, computer, tablet, etc.,
- d) Languages which are available and accepted by the Bank.

- **The Bank can decide:**
 - a) The channels and devices available to the Holder during the contract process.
 - b) The requisites for any upgrade.
 - c) The security and operational alerts the Bank considers necessary for proper communication with the Holder. These alerts are always free of charge for the Holder. In these cases the channel may be different to that chosen by the Holder.

- **Reception timetables.**

The Holder can decide the timetable for receiving alerts without the time bracket that Bank offers and, if applicable, the maximum number of alerts for the period established in the contract. Alerts generated and not sent by the Bank as they fall outside the timetable defined by the Holder will be sent when the timetable commences. The timetable is referenced to peninsular Spanish time.

- **Suspension of the Alerts service**

The Bank may suspend the Service as from the moment the Holder notifies it of the loss or theft of the alert reception devices or the access codes to same (telephone, email, etc.), and any other incident which enables third persons to ascertain the codes or gain access to the information supplied by the Bank or which does not allow the Holder to access the service.

F.3. Obligations of the Bank

The Bank undertakes to:

- a) Keep the data, identification method and signature of the Holder secret.
- b) Be held liable for operations carried out after the Holder has informed of the theft or loss of their codes or identification elements.
- c) Take the necessary measures and means at its disposal to ensure the maximum availability of the Bank's Services, the confidentiality and currency of the information provided and the integrity and accuracy of the alerts.
- d) The Bank shall use every available means to guarantee the information provided is up to date.
 - With regard to the information subject to price variations caused by the evolution of the financial markets the Bank shall give the last known value but assumes no liability for any possible variations in value it may undergo.
 - In the case of Bank balance or product queries, the Holder is informed that said balance shall be that resulting from all the account entries which have been recorded until the time of the query, and therefore there may be variations caused by operations being processed, pending processing, correction or settlement or those performed subsequently.
- e) The Bank's liability in the event of errors or omissions in the service when providing the information or sending the selected alerts by reducing the cost of the service itself paid by the Holder in each accrual period of the charge.
- f) The Bank may suspend the Service as from the moment the Holder notifies it of the loss or theft of the alert reception devices or the access codes to same (telephone, email, etc.), and any other incident which enables third persons to ascertain the codes or gain access to the information supplied by the Bank or which does not allow the Holder to access the service.

F.4. Obligations of the Holder

The Holder undertakes to:

- a) Guarantee the truthfulness and accuracy of the data supplied to the Bank and to update same at all times. In particular, the Holder undertakes to notify the Bank without undue delay of any de-registration or change in ownership which may occur in relation to the telephone numbers or mail accounts or any other type of electronic address supplied to the Bank to provide the service. The Bank declines all liability arising from any breach by the Holder of the above provisions and in particular the Bank shall be held harmless for the sending of messages in accordance with the data supplied by the Holder when any change to same has not been duly notified.
- b) Make proper user of the Alerts service.
- c) Pay the Bank the service fees and expenses, to be applied to the sight account associated with the contract or any other account held by the Holder as the sole Holder in the event the account lacks sufficient funds.
- d) Inform the Bank without delay of the **loss or theft of the respective devices** for receiving alerts and/or signature codes or the access codes to same (telephone, email, etc.) The notification shall cause the blocking of the Distance Banking Services until a new access code is issued for access and the signature system.
- e) Take suitable measures to:
 - **Protect and safeguard the remote communication terminals** (mobile phone, computer, etc) and/or the respective access codes.
 - **Correctly safeguard the access code and devices** associated with the signature systems which must be personal and non-transferable.
 - **Keep** the information provided by the Bank **confidential**.
 - **Protect the personalised security elements** (codes, passwords, keys, etc) and is liable for any operation performed by correctly using the access code or signature system. The Holder undertakes to inform the Bank of any anomaly detected (loss, theft, change of device, etc.) with regard to same as soon as they become aware of it.
 - **To correctly use the secondary access systems.** The characteristics of secondary users are defined in the section Definitions and the operation is similar to that described in the relevant section on the identification and signature systems for Holders, although in this case the generation, obtention and cancellation of the secondary identification and signature systems will be **at all times managed by the Holder who will be fully liable for same**.
- f) Refrain from reproducing, altering, transforming or sending to third parties the telephonic or electronic messages or any others sent by the Bank by virtue hereof.
- g) Accept the identification and signature systems of artificial persons.

The Holder accepts and assumes all the obligations, consequences and liabilities arising from the Distance Banking Service contract. In particular as regards the terms relating to the purpose, use and duration of the contract, acceptance of the validity of the distance services with equal effects to the handwritten signature, authorisation for the recording and acceptance of its validity as a means of proof in and out of court with regard to the transactions carried out remotely, the duty to safeguard and keep under control the means of identification and

signature together with the liabilities in the event of any loss or theft or similar incidents and lastly those relating to the security measures and absence of liability on the part of the Bank in the events set forth in the respective contract.

F.5. Duration and termination of the Distance Banking contract

The contract is for an indefinite time period; however, the contract may be terminated:

- a) **By the Holder** when they formally notify the Bank.
- b) **By the Bank** with at least two months' notice. The notice given by the Bank shall be sent to the telephone address, email address or any other type of address via which the Bank has provided the Service to the Holder or in the manner and with the anticipation provided in law.
- c) **By the Bank without giving the Holder notice:**
 - Cease to promptly discharge their obligations arising herefrom and demand the sums pending immediately.
 - Cancels the associated sight account and does not appear as the Holder or authorised user in any other sight account open in the Bank.
 - Disappears or dies;
 - Breaches any other quantified and claimable obligation with the Bank.
 - Or the Beneficiaries should fail to perform any of the chief obligations assumed under this or any other contract signed with the Bank.
- d) **By the Bank without notice if:**
 - There exists any of the causes for termination set forth in these conditions and in law.
 - For technical or security reasons it is necessary to suspend the service provision in whole or in part or to modify it at any time.
 - The Holder breaches any of their obligations arising from this contract.
 - The Holder does not appear as the Holder of any product or service of the Bank other than this.

The termination of this contract for any of the reasons specified in the points above shall signify the respective identification or Signature instruments provided by the Bank will be immediately blocked and the Holder's obligation to return said instruments to the Bank (Token or any physical element the Bank may provide in the future).

F.6. Schedule of fees for the Distance Banking services

The Bank is authorised to charge the sums and fees set forth in the particular conditions of each service, whose amount, periodicity and other terms are furnished to and accepted by the Holder when subscribing to these services.

The amount indicated in respect of charges or fees of any kind shall be increased by the applicable indirect taxes.

The charges and fees will be debited from the sight account indicated in the particular conditions of the specific contract for the service in question.

In principle, any type of alert shall be billable and shall be used for the purposes of determining the time at which the subscription fee must be settled and debited or the minimum number of alerts per period as from which each additional alert will be billed.

The Bank reserves the right to consider a type or range of alerts as billable or otherwise and to modify this status and the charges stipulated in the particular conditions at any time, after informing the Holder by telephone, email or any other type of address via which the Bank has provided the Service to the Holder or in the manner provided in law.

F.7. Security of the Distance Banking services

The Bank may adopt all the security standards and measures it deemed appropriate to ensure the proper use and confidentiality of the services and to fully or partially suspend or modify at any time without prior notice the provision of the Service due to technical or security reasons.

The Bank may adopt the security measures for fraud prevention and prevention of money laundering it deems fit and may obtain or add to its files any of the connection data, the device used, the network user, localisation, including the IP address from which access to the Internet is gained together with the value of the cookies associated with the computer used for access and the user's interaction data with the Bank's systems to create browsing and access profiles so as to monitor the operations and those taking part in same, including biometric analysis techniques.

The Bank advises the Holder to take due precaution and to beware of non-habitual or suspicious communications in which he is asked for confidential information, or informed of the account being blocked or requiring action on his part which may involve a transfer of funds. Should the Holder detect or suspect any possible electronic fraud or any other anomaly, he must swiftly contact the Bank (by calling 902 303 000 or any other the Bank may place at the Holder's disposal as the customer care service). Should the Bank detect any potentially fraudulent operations, it will contact the Holder to determine the legitimacy of said operations and decide on the necessary steps, with the aim of protecting the Holder from any illicit activity. In this respect the Bank will periodically update the section on security (<https://www.bancsabadell.com/seguridad>), so as to warn the Holder of possible attempted fraud and scams which may be used.

The Holder authorises the Bank not to execute orders received when the identification is incorrect and/or the Bank has reasonable doubts about the identity of the person issuing such orders.

The Holder and the Bank expressly and irrevocably authorise each other to record the conversations and/or log all the communications and IT transactions based on the use of the Distance Banking Services.

The Holder may obtain a copy or transcription of the content of the communications as specifically determined and delivery of same by the Bank to the Holder shall be subject to payment by the Holder of the expenses arising from obtaining same and, if applicable, the fee set forth in the particular conditions of the appropriate contract. The aforementioned recordings and logs form the documentary basis of the contractual relation and, as agreed, in conjunction with the identification codes shall replace the written orders of the Holder. Therefore, they may be used as proof in any judicial proceedings which may arise herefrom and/or any of the contracts for the accounts, financial services and products accessible via the distance banking and alert services. The Bank undertakes to keep and conserve the recordings and logs during the legally provided time.

As a supplementary prevention measure, the Bank may establish amount limits on operations which imply availability or movement of funds, about which the Holder shall be kept permanently informed via the services themselves.

To use the services, the Holder undertakes to use equipment installed with the necessary security measures or programs in order to ensure at all times that they are fully protected against access and manipulation of the system information or the equipment itself by third parties, including in said protection the codes and other access systems and signing of operations, and the Bank shall be under no liability for failure to do so.