

This Guide sets out important regulatory information about CaixaBank S.A., *succursale en France*. It covers:

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1. Registration details.

CaixaBank S.A., *succursale en France* is authorised by the European Central Bank (National Bank of Spain ("*Banco de España*")) and subject to limited regulation by the French Prudential Supervision and Resolution Authority ("*Autorité de Contrôle Prudential et de Résolution*"), Financial Firms Register Reference Number: 12933. Details about the extent of our regulation by the French Prudential Supervision and Resolution Authority are available from us on request.

CaixaBank is a trading name of CaixaBank, S.A.

CaixaBank S.A., *succursale en France* is registered with the Paris Trade and Companies Register ("*Registre du Commerce et des Sociétés de Paris*") under Company No. 840 797 427.

2. The type of corporate customers we serve.

In France we only offer our services to corporate customers. We do not deal with individuals.

3. Complaints about our service.

We wish to provide our customers with a service of the highest standard possible. Our most important feedback comes from you, the customer. Your comments enable us continually to improve our level of customer service.

How to make a complaint:

If you, as a customer, are unhappy about any aspect of the service you have received and wish to make a complaint

- (i) You can visit our Branch and speak to a member of staff, preferably your Relationship Manager.
- (ii) However, if you wish to make a formal complaint you need to:
 - a. Complete the complaints form which you can find on the website of CaixaBank S.A., *succursale en France*. ("<https://www.caixabank.fr>").
 - b. Send a letter to the Complaints Service Department at:

CaixaBank S.A., *succursale en France*

Service Réclamations Clients

2 rue Goethe
75116 Paris

Please provide as much information as possible about your complaint, including:

- A description of your complaint.
 - Your account details.
 - Your contact details.
 - What you suggest could be done to put things right.
 - Please provide copies of any supporting documentation you have.
- We will not charge you for making a complaint.

Next Steps:

Once we receive your complaint we will send you a written acknowledgement of receipt. We will do this within a maximum of ten (10) business days, from the date the complaint is received by us.

A complaint received on any day other than a business day, or after close of business on a business day, may be treated as received on the next business day.

We will try to complete our investigation as quickly as we can and will aim to provide you with a final response to your complaint within seven (7) business days of having sent you our acknowledgement letter. This may not be possible in all cases, however, as your complaint may be particularly complex and require more time.

If we are unable to complete our investigation within seven (7) business days, we will let you know this and will keep you updated as to the progress of our investigation.

In any case we will send you our final response no later than eight (8) weeks (or thirty-five (35) business days with respect to complaints relating to payment transactions covered by the provisions of Article L.133-45 of the French Monetary and Financial Code) after we have received your complaint.

How we will investigate your complaint.

We will investigate your complaint as quickly and efficiently as we can. We will look at all the facts of your case on the basis of all the evidence available to us and determine a fair and reasonable outcome. We aim to be as competent, diligent and impartial as possible and we will always try our utmost to put things right for you.

We may need to ask for more information about your complaint, in which case we will contact you or any other person we need to. If we need to disclose your personal information to someone else for the purposes of the investigation, we will ask for your permission first.

Where relevant, we will take into account similarities with other complaints we have received and applicable regulatory guidance in investigating your complaint.

What is a final response?

A final response is our written response setting out the findings of our investigation into your complaint and offering redress or remedial action where we consider appropriate. If we reject your complaint we will give you our reasons for doing so.

4. Anti-Money Laundering, International Sanctions and Tax Information Exchange

We are required to establish each customer's identity in accordance with applicable anti-money laundering, international sanctions and tax information exchange legislation. We may contact you to obtain further information to enable us to complete our due diligence process before entering into an agreement with you or to obtain further information during the course of the agreement.

We may be unable to process transactions with / for you or to otherwise deal with you where to do so might in our view breach anti-money laundering or international legislation. Where we suspect money laundering, terrorist financing, other criminal activity and/or international sanctions we may be required to report information about you / your accounts to law enforcement agencies.

Additionally, depending on your circumstances we may be required to refer information about you to the French, US or other tax authorities pursuant to the US Foreign Account Tax Compliance Act 2010, the Organisation for Economic Co-operation and Development's Common Reporting Standard and/or other similar legislation. Such information may be shared between tax and/or other authorities globally.

Regarding Sanctions issues, CaixaBank Group complies with any economic or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by (hereinafter "Sanctions"): (i) the United States of America; (ii) the United Nations; (iii) the European Union or any present or future member state thereof; (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the French Ministry of Economy and Finance, Her Majesty's Treasury (together "Sanctions Authorities").

It is prohibited for CaixaBank to maintain a business relationship with a person that is:

- (i) (a) listed on, or owned or (directly or indirectly) controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List;
(b) located in, incorporated or organised under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in, incorporated or organised under the laws of a country or territory that is, or whose government is, the target of country- or territory-wide Sanctions (including, without limitation, Iran, North Korea and Syria); or
(c) otherwise a target of Sanctions (hereinafter, "Restricted Persons");
- (ii) participated or controls a Restricted Person;
- (iii) is acting directly or indirectly for or on behalf of such any Restricted Person;
- (iv) participates or controls a Restricted Person;
- (v) is incorporated, located, having its operating headquarters or is resident in a country or territory, or whose government is subject to Sanctions;
- (vi) that maintains any business relationships or has any activity or business for or with any individuals of countries, territories or jurisdictions subject to Sanctions;
- (vii) that will use any part of the proceeds of any Contract with CaixaBank directly or indirectly to make funds available to or receive from any individual subject to Sanctions or will direct such funds to finance, directly or indirectly, any activity or business for or with
 - (a) any individual subject to Sanctions,
 - (b) any territory or country that, at the time of using the proceeds or the product is, or its government, subject to Sanctions or
 - (c) otherwise is in breach of Sanctions.

Although, operations in or related to sanctioned jurisdictions, North Korea, Iran, and/or Syria are prohibited and operations in Cuba cannot be in US dollars or with a US nexus, including US goods, unless the ones not prohibited or allowed by an OFAC General Licenses.

We would like to highlight, that operations in or related to the restricted jurisdictions mentioned in the paragraph above are conducted in-line with the relevant sanctions programs. All operations in these countries are considered high risk and subject to review prior to their execution.

5. Details of the on-boarding documentation

• CaixaBank's on-boarding documentation will be in English and by signing and accepting it, the Customer represents that it has an appropriate level of understanding of the English language to understand the information provided in it. Any communications between us will be in English, Spanish or French if the Customer has requested it in the relevant individual conditions.

• You download a copy of the Regulatory Information Guide, the List of Price and Services and the Processing Guide, which sets out payment execution times, cut-off times and other operational information, on CaixaBank's website (www.caixabank.fr).

6. Compensation Scheme

We are part of CaixaBank, S.A., which is based in Spain. If we were to fail financially depositors may, depending on their circumstances, be covered by the Spanish Deposit Guarantee Fund (*Fondo de Garantía de Depósitos*).

This means that if CaixaBank is unable to meet its financial obligations, our eligible French depositors may be entitled to claim up to a maximum limit from the Fondo de Garantía de Depósitos. The monetary amount guaranteed is applied per depositor – this means that a customer with deposits with CaixaBank in both France and Spain will be treated as a single claimant. Joint account holders are treated as a single claimant, so that the compensation will be divided between them in accordance with their interest in the deposit.

The maximum monetary amount guaranteed per depositor is €100,000 for deposits in Euros and, for deposits in other currencies, the equivalent of €100,000 in the relevant currency according to the exchange rate applicable on the earlier day (i) the relevant Court issues a judicial resolution declaring the insolvency of the bank or (ii) the Banco de España issues a resolution stating the need for the Fondo de Garantía de Depósitos to be applied. If the relevant date is a bank holiday, the date for the applicable exchange rate will be the previous business day.

For further information about the Fondo de Garantía de Depósitos (including the amounts covered and eligibility to claim) please contact CaixaBank S.A., *succursale en France* or:

Fondos de Garantía de Depósitos
C/ José Ortega y Gasset, 22 -5 planta

28006 Madrid

Téléfono: +34 91 431 66 45

Fax: + 34 91 575 57 28

Email: fogade@fgd.es

Website: www.fgd.es

7. How we treat your information

7.1 In order to provide you with products and services we may need to collect, use, share and store personal and financial information about you, your business and certain other people including your directors, officers, authorised signatories, other employees, shareholders, beneficial owners and guarantors or grantors, etc ("Relevant Individuals").

These personal data shall be used by CaixaBank, S.A. succursale en France, as a data controller, for the performance of a contract to which you are party, in order to take steps at your request prior to entering into a contract with us, to comply with legal obligations, to enable CaixaBank to pursue its legitimate interests or for a purpose you have given your consent to. This information may also be processed by CaixaBank, S.A., with Spanish Company No. A08663619 and registered office located at Calle Pintor Sorolla 2-4 46002 Valencia (Spain), for the purposes of managing any contractual relationship that you may have with the said entity.

This includes information we:

7.1.1 Obtain from you or directly from Relevant Individuals, or from third parties, such as the *Banque de France*, or other organisations when you apply for an account, product or service or which you or they give to us at any other time.

7.1.2 Learn from the transactions you make such as the date, amount, currency and the name and type of supplier you use and the way you use and manage any account you hold with us.

Where you provide personal data in respect of any Relevant Individuals, you are responsible for, and confirm that you have obtained the consent of those Relevant Individuals for us to use that personal data in the manner set out within this Regulatory Information Guide. You will be liable to us in respect of any failure to obtain that confirmation.

7.2 We, CaixaBank, S.A. succursale en France and other members of the CaixaBank, S.A. Group may use your information to inform you by mail, telephone, text (or similar) message, email and other electronic methods, about products and services which may be of interest to you. You can opt out from such communications at any time by contacting us at 2 rue Goethe, 75116 Paris or in the link enabled in the same communication.

7.3 When you apply for a business account or service with us we may:

7.3.1 Check our own records and systems. We may check for information about:

- Any other accounts (including any personal accounts) belonging to you or your business partners or to Relevant Individuals.
- Your shareholders who are beneficial owners of 25% or more of the business.

7.3.2 Request searches from credit reference agencies. We will ask for searches on:

- Publicly available information about you and your business partners' personal credit behaviour, and that of Relevant Individuals.
- Information about the way you and your business partners and Relevant Individuals have handled any personal borrowings, if your business has three or fewer directors or partners.
- Information about your business.
- Information about your business accounts.
- The identities of the beneficial owners of your business.
- In respect of your directors, their residential addresses (to confirm they are the same as those shown on the restricted register of directors' usual addresses at the relevant *Greffes de Tribunal de commerce*).

7.3.3 Request searches at fraud prevention agencies. We will ask for searches for information about you, your address(es), your business partners, Relevant Individuals, your business, and the beneficial owners of your business. If false or inaccurate information is provided or fraud is suspected or identified, we will record this. We may also pass this information to the fraud prevention agencies and other organisations involved in crime and fraud prevention where it may be accessed by law enforcement agencies. The information recorded by fraud prevention agencies may be accessed and used by organisations in France and in other countries.

7.3.4 Check the *Banque de France's* databases, including the Fiben companies' databases for information on your solvency.

7.3.5 We may also use your information and that of Relevant Individuals for the additional purposes listed below either during your application process or in the future. Other organisations may also use that information for these purposes where they have received it from the credit reference agencies or the fraud prevention agencies:

- Checking details and making decisions about credit and credit-related services for you, your business or your business partners.
- Verifying your identity and the identities of any Relevant Individuals.
- Undertaking checks for the prevention and detection of money laundering, international sanctions, fraud and other crimes.
- Use scoring methods to assess the application and to verify your identity.
- Locating you and recovering any debts you owe.
- Performing statistical analysis and testing.
- Carrying out regulatory checks or other work to meet our obligations to any regulatory or tax authority.
- We may use automated processes when we use information you disclose to us for any of the purposes listed in this condition.
- If you borrow or may borrow from us we will give details of your business account, which may include the names and other personal data of Relevant Individuals associated with your account, to credit reference agencies. We will also tell the credit reference agencies if you have borrowed from us and have not repaid in full and on time.

7.4 We may also share information about you, your business, and the Relevant Individuals, and how are managed the account(s) contracted with selected third parties including:

7.4.1 Other companies within the CaixaBank, S.A. Group, including (i) internal service companies and (ii) to other CaixaBank companies and entities with whom the Customer has a relationship. A list of companies within the CaixaBank group with which your personal information may be shared can be found here: https://www.caixabank.es/empresa/general/empresas-del-grupo_es.html.

- 7.4.2 To third parties who provide a service to us or who are acting as our agents, on the understanding that they will keep the information confidential.
- 7.4.3 To anyone to whom we transfer (or may transfer) our rights and/or duties, or subcontract (or may subcontract) our rights and/or our duties under any agreement.
- 7.4.4 To any third party as a result of any restructure, sale or acquisition of any company within the CaixaBank, S.A. Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us.
- 7.4.5 If we have a duty to do so, it is convenient from a legal and/or regulatory perspective or if the law allows us to.
- 7.4.6 For international payments where we are required to send details of the payee and the beneficiary with the payment, to overseas regulators and authorities in connection with their legitimate duties, for example the prevention of crime.

Otherwise we will keep information about you, your business, Relevant Individuals and your account(s) in accordance with data protection laws.

7.5 The processing of the data is carried out, generally by service providers located in the European Economic Area (EEA) or located in countries that ensures an adequate level of protection. In other cases, CaixaBank will guarantee the security and legitimacy of the processing of the data by requiring the appropriate safeguards (binding corporate rules or standard data protection clauses adopted by the European Commission, or EU-US Privacy Shield framework).

7.6 The data will be processed while remain in force the contractual or business relations established. Once the validity has expired, the data will be stored for the sole purpose of complying with the legal obligations required and to formulate, exercise or defense of claims, during the applicable retention periods.

7.7 Any Relevant Individual may access, rectify or erase their personal information, as well as restrict, limit or object to the processing thereof on grounds relating to their particular situation, or request its portability, as provided by law. In addition, a Relevant Individual has the right to provide instructions as to the situation of their personal data in case of death. In order to exercise these rights, notification shall be addressed to in writing to CaixaBank's offices in France at 2 rue Goethe, 75116 Paris, or to any other CaixaBank, S.A. branch, or the Spanish registered office of CaixaBank, S.A. located at Calle Pintor Sorolla 2-4 46002 Valencia (Spain) or by means of www.caixabank.com/ejerciciodederechos.

7.8 Likewise, any Relevant Individual has the right to lodge a complaint with a supervisory authority (in France, *the Commission Nationale Informatique et Libertés*, www.cnil.fr; or the lead supervisory authority of CaixaBank Group, the Agencia Española de Protección de Datos, www.agpd.es).

7.9 Finally, any Relevant Individual may contact the CaixaBank's Data Protection Officer for any doubt or query at www.caixabank.com/delegadoprotecciondedatos.

7.10 You undertake to inform each Relevant Individual of the provisions of this section 7.

8. **Professional secrecy**

8.1 In accordance with Article L.511-33 of the French *Code Monétaire et Financier*, CaixaBank agrees to maintain the confidentiality of any information of the customer covered by professional secrecy to which it has access under the banking relationship, and to use such information only for the purposes of exercising its rights and performing its obligations under contracts to which the customer is a party.

8.2 However, CaixaBank may disclose information covered by professional secrecy in accordance with Article L.511-33 of the French *Code Monétaire et Financier* to, inter alia, the *Autorité de contrôle prudentiel et de résolution (ACPR)*, the *Banque de France*, judicial authorities acting in the course of criminal proceedings and tax authorities.

8.3 In accordance with Article L.511-33 of the French *Code Monétaire et Financier*, CaixaBank may also disclose information covered by professional secrecy to:

- (a) rating agencies, for the purpose of rating financial products; and
- (b) the persons with which CaixaBank negotiates, enters into or carries out the transactions listed hereafter, provided that such information is necessary for the purpose of such transactions:
 - (i) credit transactions carried out, directly or indirectly, by one or more credit institutions or financing companies;
 - (ii) transactions involving financial instruments, guarantees or insurance, for the purpose of hedging a credit risk;
 - (iii) the acquisition of a stake in, or of control over, a credit institution or an investment firm or a financing company;
 - (iv) sales of assets or of a business (*fonds de commerce*);
 - (v) assignments or transfers of receivables or contracts;
 - (vi) service provision agreements entered into with a third party in order to entrust such party with significant operational tasks;
 - (vii) in the course of reviewing or drawing up any type of contracts or transactions, provided that the entities concerned belong to the same group as the author of the disclosure.

8.4 The recipients of information covered by banking secrecy, which has been disclosed to them for the purpose of one of the transactions mentioned above, must keep such information confidential, whatever the outcome of said transaction.

8.5 Furthermore, in accordance with Article L.511-33 of the French *Code Monétaire et Financier*, CaixaBank may disclose information covered by professional secrecy on a case-by-case basis and subject to the express consent of the customer.