

FRAMEWORK AGREEMENT FOR PAYMENT SERVICES

1. Identification of the parties

- 1.1. On one side, Easy Payment and Finance, E.P., S.A., with Tax Identification Number A85785905, domiciled at Calle Leganitos 47, Planta 9^a, 28013 Madrid, registered in the Business Registry of Madrid, Sheet M-488476, Volume 27111 ("Easy"). Easy is a payment institution regulated and supervised by the Bank of Spain (C/ Alcalá 48, 28014 Madrid, Spain), listed in its Special Register of Payment Institutions under number 6849. Its activity encompasses the provision of payment services.
- 1.2. On the other side, the natural person entering into this payment services framework agreement, identified in the online onboarding process or in the contractual form attached as an addendum to this framework agreement ("Client").

2. Sole Agreement

- 2.1. The clauses herein and their addenda, as agreed upon by the parties from time to time, constitute a single, comprehensive contract that includes all contractual conditions governing the relationship between the parties and the provision of services contemplated herein ("Framework Agreement"). In the event of any inconsistency, the terms set forth in the addenda shall prevail over those set forth in these clauses.
- 2.2. The Framework Agreement can be executed electronically, at which point it shall become fully legally effective. The Client acknowledges that an electronic signature shall hold the same legal status as a handwritten signature on a physical document. At any time during the contractual relationship, the Client may request and receive a copy of the Framework Agreement and the brochure containing the legally required information and contractual conditions in printed form or on any other durable medium.
- 2.3. The Framework Agreement may be executed in either Spanish or English language, at the Client's discretion. The provision of services and communications between the parties will be conducted in the language of the Framework Agreement, unless a different language is mutually agreed upon.

3. Object

- 3.1. The purpose of this Framework Agreement includes those services related to foreign currency exchange; the execution of payment transactions, including the transfer of funds, via a payment account held by the user or another payment service provider; issuance of payment instruments and acquiring of payment transactions; and money transfers ("Services"). The Services are governed by Royal Decree Act 19/2018, of 23rd November, on payment services and other urgent measures in financial matters ("Payment Services Act"), and their implementing regulations.
- 3.2. It is expressly agreed that the Client does not qualify as a consumer under the definition provided in the Payment Services Act (a consumer being a natural person acting for purposes outside their trade, business, or profession in payment service contracts).



- 3.3. The Client may use the Services either as payer or payee and will be designated as such in the Framework Agreement, as applicable, assuming the rights and obligations arising from the specific role it adopts in each transaction executed under this Framework Agreement.
- 3.4. The Client undertakes to inform Easy of any changes in its personal and/or economic situation that may affect its status as a user of the Services (consumer, non-consumer, or micro-enterprise).
- 3.5. Easy maintains commercial relationships with natural or legal persons ("Collaborator") who, through digital sites accessible through the Internet or software applications or tools for mobile devices or other electronic or telematic means ("Interface"), provide the Client with access to Easy's payment services when the services offered by a Collaborator require payment operations, without this implying, in any case, that the Collaborator provides payment services on behalf of Easy. The Client expressly and irrevocably accepts that, in such cases, Easy may require that communications, actions or operations under the Framework Agreement be carried out or channelled, in whole or in part, electronically through the corresponding Collaborator's Interface.
- 3.6. In the cases indicated in clause 3.6 above, the Client accepts and acknowledges that its relationship with Easy will be governed solely and exclusively by this Framework Agreement and that Easy is completely unrelated to any contractual relations between the Client and the Collaborator.
- 4. Representations and Warranties by the Client

The Client hereby represents and warrants that:

- a) It has full legal capacity to contract and are acting freely and voluntarily in entering into the Services.
- b) Is a natural person who, when contracting the Services, acts for purposes other than an economic, commercial or professional activity, and therefore acts in his capacity as consumer and user in accordance with the provisions of Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Defence of Consumers and Users.
- c) All information and documentation provided to Easy by the Client is accurate, complete, and, where appropriate, a true copy of the original.
- d) Easy has made available, in a readily accessible manner, all legally required information regarding the conditions under which the Services are provided, considering the Client's status. The Client confirms having thoroughly reviewed this information and this Framework Agreement before agreeing to contract any Service, even when said consent is given electronically by clicking on the "Accept" button.
- 5. Know Your Customer (KYC) and Fraud Prevention
- 5.1. The Client shall consistently provide Easy with any information or documentation requested, as deemed necessary or pertinent for acquiring or updating Know-Your-Customer



("KYC") obligations to be fulfilled by Easy. This includes, but is not limited to, information pertaining to their identity, capacity, legal status, beneficial ownership, the nature of their financial, commercial, or professional activities, solvency, and economic standing. In instances where the Client is a legal entity, this extends to the identity and capacity of legal representatives and/or directors acting on behalf of the entity in engaging the Services. Additionally, it includes those individuals acting on behalf of the Client, their ultimate beneficiaries, and all natural or legal persons involved in the control chain, all in accordance with the rules, policies, and procedures for regulatory control and compliance as established by Easy at any given time, and in adherence to anti-money laundering and terrorist financing prevention regulations, as well as any other applicable tax or legal requirements.

- 5.2. The Client is committed to actively collaborating in the prevention, detection, and investigation of any fraudulent or illicit activities associated with the Services. This collaboration extends to implementing measures outlined in the control and regulatory compliance regulations, policies, or procedures that Easy deems necessary. Easy reserves the right to suspend or block the provision of Services, or to unilaterally terminate the Framework Agreement, should there be any suspicion, signs, or incidents related to the aforementioned activities.
- 5.3. The Client expressly and irrevocably authorizes Easy to, at its discretion, (a) verify the accuracy of the information or documentation obtained from the Client, confirm its revenue sources or economic activities, including, without limitation, requesting information or documentation on the Client's behalf from any public or private entity; or (b) report any information or incidents pertaining to the matters outlined in this clause to the Bank of Spain, anti-money laundering and terrorist financing prevention authorities, State police or law enforcement authorities, or any other relevant authorities. This also extends to communicating with lending institutions or other payment service providers related to the transaction, sharing the necessary information or details of the incident as deemed appropriate.
- 5.4. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts that Easy may require that the provision of the information or documentation referred to in the previous clauses be carried out through the Collaborator, and expressly and irrevocably authorizes Easy to receive from the Collaborator said information or documentation obtained by the latter.

6. Correspondence

- 6.1. All notifications, information transmissions, orders, instructions, or general correspondence between the parties shall be conducted via the remote communication methods available to Easy at any given time, potentially including telematic, electronic, telephone, or similar means. Nevertheless, Easy reserves the right to utilize alternative communication methods, such as printed correspondence, postal mail, or courier services, when deemed necessary or advantageous for operational, technical, or legal reasons. In instances involving multiple product or service holders, a notification will be considered validly issued upon transmission to any one of them.
- 6.2. The contact details for correspondence shall be as specified in the recitals and the relevant addendum attached to the Framework Agreement for Easy, and as provided in the



subscription form for the Client. Any changes to these contact details must be promptly communicated to the other party. The Client expressly agrees that any changes to Easy's registered office published in an official journal shall be deemed effective as notice of such change.

6.3. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts that Easy may require that the communications and operations associated with the Framework Agreement or the Services, including, without limitation, requests for payment orders or notifications regarding modifications to the Framework Agreement or the Services, are made through the Collaborator's Interface.

7. Access or Use of the Services

- 7.1. The Client shall access and use the Services through electronic, telematic, or telephone means made available by Easy at any given time, which may include digital sites accessible via the Internet, or mobile device applications or other software tools.
- 7.2. Access or use of the Services by the Client shall be conducted securely, utilizing the identity authentication or verification methods required by Easy at any given time, which may include, without limitation, access codes, personal identification numbers, passwords, or official electronic identity documents. These authentication methods shall be personal and non-transferable.
- 7.3. In situations requiring the application of enhanced authentication measures for accessing or using the Services under European or Spanish regulations, Easy may require the Client to perform additional authentication actions deemed necessary, potentially including SMS verification, mobile notifications, biometric authentication, or the use of authentication applications.
- 7.4. The Client is responsible for securely maintaining the authentication methods provided by Easy, ensuring their proper use and confidentiality. In cases of loss, theft, misappropriation, or unauthorized use of these authentication methods, the Client must immediately notify Easy so that appropriate security measures can be implemented (such as the interruption or blocking of the payment transactions). For security reasons, repeated incorrect use of authentication methods may result in their invalidation and an interruption or temporary block on associated payment transactions.
- 7.5. All actions conducted by the Client using the authentication methods provided by Easy are deemed valid, accurate, and authorized by the Client. These authentication methods shall substitute the need for the Client's physical signature and shall have full legal efficacy. For such purpose the electronically assigned data will be considered for all purposes and will have the same legal value as the Client's handwritten signature on physical documents.
- 7.6. While Easy commits to providing reasonable technological means to facilitate continuous access or use of the Services, it reserves the right to occasionally interrupt or restrict access for maintenance operations in its systems or technological resources or when deemed necessary in accordance with its fraud prevention policies or its regulatory obligations, particularly under the request of a competent authority.



- 7.7. Easy shall not be liable for damages or losses incurred by the Client or third parties due to factors beyond Easy's reasonable control, including but not limited to failures of electronic or telematic systems, unauthorized third-party actions, or computer viruses or failures or disconnections in functioning and access to Internet. Furthermore, Easy shall not be responsible for losses or misappropriations resulting from unauthorized, incorrect, negligent, or fraudulent use of identification or authentication methods.
- 7.8. The Client irrevocably authorizes Easy to record computer and telematic logs related to access or use of the Services through remote channels, in compliance with applicable laws. The Client acknowledges the admissibility of these records as evidence in any legal or extrajudicial proceedings.
- 7.9. Easy may use these records to verify the content of the Client's orders or instructions in case of discrepancies and may disclose these records if required by legal or judicial order. In disputes regarding orders or instructions issued by the Client, the Client may request access to or a written transcript of the relevant records.
- 7.10. When the Services are contracted through a Collaborator's Interface, the Client expressly and irrevocably accepts that Easy may require that access or use of the Services be carried out through the Collaborator's Interface, applying substitute or complementary security measures. of those described in the previous clauses.
- 8. Financial Conditions of the Services
- 8.1. The fees, charges, and applicable exchange rates payable by the Client for the Services, and the other economic conditions applicable to the Client, including any guarantees of compliance with their obligations, are detailed in the relevant addendum attached to the Framework Agreement. Both parties agree that the financial conditions specified in the addendum shall apply in all cases, regardless of whether they are individually or explicitly mentioned in other clauses of the Framework Agreement.
- 8.2. The Client authorizes Easy to deduct applicable fees and charges from any transferred amounts for which the Client is the payee. Additionally, Easy is authorized to debit any fees and charges due for the provision of the System from Easy's payment accounts or any other bank or payment accounts held in the Client's name at third-party institutions. To facilitate this, the Client agrees to execute any required banking mandates or standing order forms as requested by Easy.
- 8.3. The Client further authorizes Easy to offset any due, liquid, and demandable debts owed to Easy by the Client, at any time and even after termination of the Services. Easy is entitled to use available balances in the payment account to settle any outstanding amounts owed by the Client.
- 8.4. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts (a) that it may be informed of the economic conditions of the Services by the Collaborator, (b) that the economic conditions applicable to the Services may be those that the Collaborator agreed with the Client, (c) that the billing and collection of any amount associated with the Services may be carried out or managed by the Collaborator and (d) that any other rights of Easy established in this clause 8 may be exercised by the Collaborator.



- 9. Payment Account and Protection of the Client's Funds
- 9.1. Provision of the Services may necessitate the opening of one or more payment accounts in the Client's name, depending on the operational method chosen by the Client. Funds received into a payment account do not constitute deposits, electronic money, or other repayable funds and their purpose shall be solely limited to performing payment transactions to execute the Framework Agreement.
- 9.2. Easy shall promptly inform the Client of the confirmation of each payment account opening or, if relevant, the decision to refuse such opening, as well as instances of these accounts being blocked or terminated as stipulated in the Framework Agreement.
- 9.3. The ownership of the payment accounts is nominative and non-transferable. Nevertheless, depending on the Client's status and the nature of the Services, either sole proprietorship or the simultaneous existence of multiple account holders (co-holders) may be permissible.
- 9.4. In the event of multiple account holders, all references to the Client in the Framework Agreement shall be deemed to apply to each of them. Any one of them may access or utilize the payment account or the Services, jointly and severally assuming all rights and obligations resulting from actions undertaken by any one of them, and notifications made to one shall be deemed effective with respect to the others.
- 9.5. When the contracting of the Services is carried out through a Collaborator's Interface and the operations associated with the Framework Contract or the Services are carried out through the Collaborator's Interface, the Client expressly and irrevocably accepts that the Collaborator has the status of authorized person. The Client also explicitly agrees to be bound by the actions taken by the non-holder authorized person regarding access or utilization of the payment account or Services, as if these actions were taken by the Client themselves.
- 9.6. Notwithstanding the above, should conflicting instructions be received from co-holders or non-holder authorized persons, Easy reserves the right to choose whether to act upon or disregard such instructions, and shall bear no liability for the results, damages, or losses that may arise from acting upon or disregarding them.
- 9.7. Without prejudice to the provisions of this clause, the Client may stipulate that certain payment transactions require joint authorization, necessitating the involvement of more than one co-holder or non-holder authorized person for their initiation. The Client expressly acknowledges and agrees that in such instances, Easy may impose restrictions on the means or channels available for transmitting such orders.
- 9.8. If the payment account records no transactions over a period of one (1) calendar year, Easy reserves the right to close the account, transferring any remaining funds to another account specified by the Client. For the purposes of this clause, deposits and withdrawals of funds made by the Client themselves shall not constitute a transaction.
- 9.9. Easy shall provide the Client with information regarding payment transactions executed under the Framework Agreement, retaining proof, records, and documentation of transactions conducted, in digital archives for the legally mandated retention periods.



9.10. Funds received by Easy on behalf of each Client shall be always segregated from the funds of any other natural or legal persons. While in Easy's possession and until they are delivered to the beneficiary or transferred to another payment service provider at the close of the subsequent working day following the day on which the funds were received, these funds shall be held in one or more separate accounts at a banking institution. The funds held in separate accounts shall be safeguarded, and in the event of Easy's insolvency proceedings, the Client shall have an unequivocal right of segregation with respect to said accounts, notwithstanding potential claims by other creditors of Easy.

10. Unique Identifier of the Client

- 10.1. For the accurate execution of a payment order, the Client must provide Easy with its unique identifier, which may be the IBAN (International Bank Account Number), the BIC (Business Identifier Code), or any other combination of letters, numbers, or symbols allocated by Easy to the Client for this purpose.
- 10.2. Easy shall not be held liable for non-execution or defective execution of a payment transaction if the unique identifier provided by the Client is incorrect. Nevertheless, in such instances, Easy shall make reasonable efforts to retrieve the funds from the payment transaction. If recovery of the funds proves impossible, and upon written request, Easy shall provide the Client with all available information, potentially useful for the Client to initiate legal proceedings to retrieve the funds.

11. Authorisation of Payment Transactions

- 11.1. Payment transactions are deemed authorized when the Client provides its prior written consent, utilizing the forms, resources, or electronic or telematic channels made available by Easy at any given time, and with proper authentication of the executing party. The Client may only withdraw consent to a payment order until the moment it is considered irrevocable in accordance with the applicable regulations and the consent of the beneficiary has been obtained.
- 11.2. The moment of receipt of an order to execute a payment order is when Easy receives that order. If the moment of receipt falls on a non-working day for Easy, the payment order is deemed received on the next working day. Similarly, any payment order received by Easy after the hours noted in the addendum to the Framework Agreement is considered to have been received on the following working day.
- 11.3. If the Parties agree that execution of the payment order should commence on a specific date, at the end of a defined period, or on the day the funds become available to Easy, the moment of receipt of the order is deemed to be the agreed-upon day. If this day is not a working day for the payment service provider, the payment order is considered received on the next working day.
- 11.4. Following receipt of the payment order, its execution is contingent upon the Client having a sufficient balance in its account to conduct the transaction, upon payment of appropriate commissions or expenses to Easy, and upon the payment order containing complete, accurate, legible information required for processing. For this purpose, the information must be provided in the format and within the timeframe required by Easy, in accordance with the forms provided in advance for such purpose.



- 11.5. If Easy declines to execute a payment order, it must inform the Client of this decision and, to the extent possible, the reasons for the rejection, as well as the procedure for correcting any potential errors that may have led to the refusal. All orders that have been rejected by Easy are considered not received.
- 12. Execution Term, Value Date, and Availability of Funds
- 12.1. Unless there is an agreement between the Parties regarding the execution term for payment orders, as per clause 11.3 above, Easy will ensure that the amount of the payment transaction is credited to the account of the beneficiary's payment service provider, no later than by the end of the next working day following receipt of the payment order for: (a) payment transactions in euros; (b) national payment transactions in the currency of a Member State not in the eurozone; or (c) payment transactions involving only currency conversion between the euro and the currency of a Member State not in the eurozone, and in the case of cross-border payment transactions, when the cross-border transfer is conducted in euros.
- 12.2. Payment transactions within the European Union not covered by clause 12.1 above may be executed by Easy within four (4) working days from the moment of receipt of the payment order.
- 12.3. Payment transactions not covered by clauses 12.1 and 12.2 above are not subject to the aforementioned terms, and in each case, they must comply with the terms determined for each specific transaction.
- 12.4. The value date for crediting the beneficiary's account shall not be later than the working day on which the amount of the payment transaction was credited to the beneficiary's account. Easy shall ensure that the amount of the payment transaction is made available to the beneficiary immediately after that amount has been credited to Easy's account, provided that, regarding Easy: (a) there is no currency conversion, or (b) there is a currency conversion between the euro and the currency of a Member State, or between the currencies of two Member States.
- 12.5. The debit value date for the payer's payment account shall not be earlier than the time at which the amount of the payment transaction is debited to that account.
- 13. Unauthorised or Improperly Executed Payment Transactions
- 13.1. The Client may obtain rectification from Easy of an unauthorized or incorrectly executed payment transaction only if the Client notifies it without undue delay, as soon as it becomes aware of any such operation that is the subject of a claim, and, in all case, within a maximum period of thirteen (13) months from the date of the debit.
- 13.2. In the event of an unauthorized transaction being executed, Easy shall reimburse the Client, as the payer, the amount of the unauthorized transaction immediately and, in any case, no later than the end of the next working day after Easy becomes aware of the transaction, restoring the debited payment account to the state it would have been in had the unauthorized transaction not occurred.



- 13.3. The restoration and terms provided in clause 13.2 shall not apply if Easy has reasonable grounds to suspect fraud. In such cases, Easy reserves the right to withhold the reimbursement and to take necessary measures in accordance with applicable regulations, or if Easy can demonstrate that the transaction was authenticated, accurately recorded, and accounted for, and that it was not affected by a technical fault or other deficiency.
- 14. Liability for execution of payment transactions
- 14.1. In cases where the payment orders are initiated directly by the Client, acting as the ordering party:
- a) Easy is responsible for the correct execution of the payment transaction, unless it can demonstrate to the Client, and where applicable, to the beneficiary's payment service provider, that the payment has been received by the latter provider in accordance with the conditions outlined in clause 9 of the Framework Agreement and pursuant to the legally prescribed terms. In such a scenario, the beneficiary's payment service provider holds the responsibility to ensure correct execution of the payment transaction to the beneficiary.
- b) If liability lies with Easy as per the conditions stipulated in paragraph (a), it shall promptly refund the ordering party the relevant amount of the unexecuted or defectively executed payment transaction, and where necessary, restore the balance of the payment account to the state it would have been in had the defective payment transaction not occurred. The value date for crediting the Client's payment account shall not be later than the date the amount was debited.
- c) When the beneficiary's payment service provider is found liable, it must immediately make the necessary amount of the payment transaction available to the beneficiary, and as required, credit the relevant amount to the beneficiary's payment account. The value date of the payment into the beneficiary's payment account shall not be later than the date on which the amount would have been due in the event of a properly executed transaction, in accordance with the conditions outlined in clause 9 and applicable legal provisions.
- d) In cases of delayed execution of a payment transaction, the beneficiary's payment service provider must ensure that, upon request from the ordering party's payment service provider acting on its behalf, the value date for the payment to the beneficiary's payment account is not later than the date the amount would have been due had the transaction been executed correctly.
- e) If a payment transaction is not executed or is executed defectively, and the ordering party initiated the payment order, the ordering party's payment service provider must, upon request, immediately trace the payment transaction and notify the ordering party of the results, at no cost to the ordering party.
- 14.2. In cases of payment orders initiated by the beneficiary or through the beneficiary:
- a) The beneficiary's payment service provider is responsible for correctly transmitting the payment order to the ordering party's payment service provider, in accordance with clause 9 of the Framework Agreement and applicable legal provisions and must immediately return the amount of the payment order to the ordering party's payment service provider.



- b) The beneficiary's payment service provider holds responsibility for correctly processing the payment order in accordance with applicable legal provisions and must ensure that the amount of the payment transaction is returned and made available to the beneficiary immediately upon receipt in its own account.
- c) The value date corresponding to the crediting of the amount to the beneficiary's payment account, including in cases of delayed transmission of the payment order, shall not be later than the value date that would have been assigned to the amount in the event of correct execution of the transaction.
- d) In the event of a payment transaction that is not executed or defectively executed, the beneficiary's payment service provider must, upon request and regardless of the liability determined under this paragraph, immediately trace the payment transaction, and notify the beneficiary of the results, at no cost to the beneficiary.
- e) In cases where the payment orders are not executed or are executed defectively, and the liability does not lie with the beneficiary's payment service provider, the ordering party's payment service provider holds responsibility to the ordering party and must return to the ordering party, as applicable and without unjustifiable delay, the amount of the unexecuted or defectively executed payment transaction, and restore the charged payment account to the state it would have been in had the defective payment transaction not occurred. The value date for the payment to the ordering party's payment account shall not be later than the date the amount was debited.
- f) The obligations of the ordering party's payment provider outlined in paragraph (e) do not apply if it can demonstrate that the amount of the payment transaction has been received by the beneficiary's payment service provider, even if the payment was delayed. In such cases, the beneficiary's payment service provider must assign a value date for the crediting of the amount to the beneficiary's payment account that is not later than the date on which the amount would have been due had the transaction been executed correctly.
- 14.3. The liability of Easy, acting as the payment service provider to the payer or the payer as described in the preceding paragraphs, is understood to be without prejudice to any grounds for exemption from liability for the payment service provider that may arise in relation to payment transactions, in accordance with the conditions set forth in applicable laws and regulations and in the Framework Agreement. This includes, but is not limited to, circumstances where: (a) the user of payment services fails to notify of an transaction subject to complaint within the prescribed period; (b) the unique identifier provided by the user of payment services is incorrect; (c) there are exceptional and unforeseeable circumstances beyond the control of the payment service provider, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary; or (d) other legal obligations are imposed on a payment service provider.

15. Limitation of Liability

15.1. Easy shall not be held liable in cases of exceptional, unforeseeable circumstances beyond its control, the consequences of which would have been inevitable despite all reasonable efforts to the contrary, or in cases where other legal obligations are imposed on it.



- 15.2. Subject to the terms set forth in other clauses of the Framework Agreement, and except where mandatory laws specifically provide otherwise, the Parties agree that Easy's maximum liability for damages arising out of the Framework Agreement shall be limited, in financial terms, to the total amount of commissions and fees actually collected by Easy from Client under this Framework Agreement during the twelve (12) months preceding the incident that caused the damage.
- 15.3. Under no circumstances shall Easy be liable to the Client for indirect damages or loss of profits, such as loss of earnings, loss of customers, damage to reputation, or equivalent concepts that are not directly attributable to the damage caused.
- 15.4. When the Services are contracted through a Collaborator's Interface, the Client expressly and irrevocably accepts that Easy will not have any liability towards the Client, neither contractual nor extra-contractual, for any damages of any nature associated or derived from any contractual relationship. between the Client and the Collaborator.
- 15.5. The limitations on Easy's liability established in the previous paragraphs of this clause will not be taken into consideration when there is any mandatory rule that excludes its application to consumers or users.

16. Personal Data Protection

- 16.1. In compliance with the provisions of Regulation (EU) 2016/679 on the Protection of Personal Data ("GDPR") and other applicable data protection legislation, the signatories and the Parties expressly agree that personal data provided or obtained by virtue of entering into or executing the Framework Agreement will be included in an automated file controlled by Easy, which ensures that the data will be processed with adequate technical and organizational measures to guarantee its protection.
- 16.2 The legal basis for processing personal data obtained under this Framework Agreement is your consent, as well as Easy's legitimate interest in processing such data for the purpose of providing the agreed Services. The personal data subject to processing under the Framework Agreement will be processed by Easy for the following purposes:
- a) Managing the formalities to subscribe to the requested Services, as well as executing operations and transactions requested by any means;
- b) Performing checks related to combating money laundering and counter-terrorist financing, conducting customer due diligence, compiling statistics to improve Easy's tools, managing requests related to individuals' rights, and managing Easy's technical resources;
- c) Managing the Customer Care Service, managing identification mechanisms and Client password systems, as well as maintaining its commercial relations, for which Easy may send warnings or alerts regarding their activity to their mobile phone, email, or any other contact means available to Easy; or
- d) Conducting risk assessments, as well as data extraction and storage, and the necessary statistical studies for Easy to be able to carry out its business activities."



- 16.3. The Client and its authorized representatives must provide written notification of all changes to their personal data as soon as they occur, to keep it up to date. Easy shall not be held liable for the consequences that may arise for the Client due to a lack of diligence in updating such data.
- 16.4. Easy may disclose personal data related to the Client to the Bank of Spain, the Ministry of Finance and Treasury, the Tax Authorities, the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences, as well as to account auditors, external experts in anti-money laundering matters, and personal data protection auditors, to comply with its legal obligations. Easy may also share its data with any Collaborator or any other payment service providers, entities in the financial sector, as well as the actual payment systems and providers of technological services related to those that transmit the data to carry out each transaction.
- 16.5. Easy shall maintain and retain the information recorded for the purposes described for the duration of the contractual relationship and for an additional period of ten (10) years from the termination and conclusion of the Framework Agreement or business relations entered into with the Client. After this period, your data will be deleted, ensuring confidentiality in both processing and subsequent deletion."
- 16.6. The Client and its authorized representatives may exercise their rights of access, rectification, restriction, objection, erasure, data portability, and to not be subject to automated individual decision-making, by submitting a request to Easy at the postal address provided above. Likewise, both the Client and its authorized representatives are hereby informed of their right to lodge a complaint with the Spanish Data Protection Agency (www.aepd.es) in the event that they consider the processing of their data to be unsatisfactory.

17. Confidentiality

- 17.1. The Parties commit to confidentially process and maintain secrecy and restrictions on all Confidential Information both during and after the term of the Framework Agreement. "Confidential Information" refers to any information or documentation exchanged by the Parties during the preparation, negotiation, or execution of the Framework Agreement, even if it has not been specifically identified as such by the disclosing party.
- 17.2. Consequently, each party commits to the strict custody and safeguarding of all Confidential Information provided by the other party in connection with the Framework Agreement, as well as not to disclose or provide it, in whole or in part, to any third party without the specific, prior written consent from the other party, except for collaborators, contractors, professionals, and employees of each party who need to access the Confidential Information and have previously signed a confidentiality agreement with the concerned party, containing obligations similar to or equivalent to those established in the Framework Agreement. Furthermore, such consent is not required when an administrative or judicial authority, law, or final court judgment imposes the obligation to facilitate or disclose such information.
- 18. Term, Termination, and Amendment of the Framework Agreement



- 18.1. The Framework Agreement shall remain in effect indefinitely. Notwithstanding this, (i) the Client may terminate the Framework Contract at any time, without the need for any prior notice, in which case Easy will proceed to comply with the resolution request within twenty-four (24) hours from receipt of the Client's request or (ii) Easy may terminate the Framework Agreement at any time, provided they give two (2) months advance notice prior to the anticipated termination date. However, the above will not apply if the Client has contracted with Easy another financial product or service for the management of which it is necessary to maintain an open payment account with Easy or in those other cases that are legally determined.
- 18.2. Prior to termination of the Agreement, Easy shall complete all pending payment transactions, providing the Client with the balance that, as applicable, is established in its favour in the payment account, and the Client must deliver to Easy, for its disability, all payment instruments associated with the payment account.
- 18.3. The Client will pay Easy the agreed commissions or termination fees if the Framework Agreement has been in force for less than six (6) months.
- 18.4. Easy may propose amendments to the contractual conditions, by giving at least two (2) months' notice before the proposed amendments are to take effect. The Client may accept or reject the amendments to the Framework Agreement prior to their effective date, using the same means by which they were notified of the amendments. However, any amendments that are unequivocally more favorable to the Client may be applied immediately.
- 18.5. The Client will be deemed to have accepted the amendments if it does not notify Easy of its non-acceptance before the proposed effective date of the amendments. In such case, the Client will have the right to terminate the Framework Agreement without any cost and with effect from any time prior to the date on which the modification would have been applied, without prejudice to the provisions of paragraph 18.3 above.
- 18.6. Changes in interest or exchange rates may be applied immediately and without prior notice when they are based on the agreed reference interest or exchange rates. The Client will be informed of such modifications as soon as possible. However, changes in interest or exchange rates that are more favourable for the Client may be applied without prior notice.
- 18.7. Without prejudice to the cases of early termination mentioned above, the Client may exercise their right of withdrawal within a period of fourteen (14) calendar days from the moment of the conclusion of the Framework Contract, without the need to indicate any reason and without applicable any penalty, for which purpose you must send an email to Easy to the following address: accountmanagement@easy-ep.com. The Client will be obliged to pay only for those Services provided up to the moment of withdrawal.
- 19. Applicable Law, Jurisdictional Competence, and Claim Proceedings
- 19.1. The Framework Agreement shall be governed by Spanish common law.
- 19.2. The Parties, expressly waiving any other jurisdiction to which they might otherwise be entitled, agree to submit any disputes arising out of or in connection with the Framework Agreement to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid, although the Client may alternatively opt for the competent courts and tribunals of their



place of residence in Spain when required by any mandatory rule applicable in the case of contracts with consumers or users.

19.3. In addition to what is established in this Framework Contract, the European Commission provides consumers and users in the European Union with the online dispute resolution platform to resolve disputes amicably (article 14 section 1 Regulation (EU) 524 /2013). Consumers file complaint through following can a the page: https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=ES. Notwithstanding the foregoing, Easy is not obliged to participate in consumer dispute resolution procedures before a consumer dispute resolution body.

19.4. Easy maintains a customer care service to address and resolve any complaints and claims made by the Client in relation to the Framework Agreement or the Services. The terms governing this service are established in its operating regulations, which are available on Easy's website. The Client must contact this service by email addressed to the following address: accountmanagement@easy-ep.com, before filing any complaint with the Bank of Spain.

Easy Payment and Finance, E.P., S.A.	Client
Date:	Date:

