

# Internal Relations Protocol

BETWEEN

FUNDACIÓN BANCARIA CAIXA D'ESTALVIS I PENSIONS DE  
BARCELONA, "LA CAIXA"

**CRITERIA CAIXA, S.A., SOCIEDAD UNIPERSONAL**

AND

**CAIXABANK, S.A.**

Barcelona, 28 October 2021

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Barcelona, 28 October 2021

## **PARTIES**

**I. FUNDACIÓN BANCARIA CAIXA D'ESTALVIS I PENSIONS DE BARCELONA, "la Caixa"**, a banking foundation constituted in accordance with Spanish law, with registered office at Plaza Weyler, 3, Palma (Islas Baleares), entered in the Register of Foundations, that operate nationally, of the Spanish Ministry of Justice with entry number 1658 and in the Register of Companies of Palma de Mallorca in volume 2272, folio 21, page PM-84543 and with Tax Number (NIF) G-58899998, duly represented herein by Mr. Isidro Fainé Casas, of legal age, of Spanish nationality, with business address at Avenida Diagonal 621-629, Barcelona, holder of valid Spanish Identity Document no. 36456287-E, as Chairman of the Board of Trustees ("**Fundación Bancaria "la Caixa"**").

Fundación Bancaria "la Caixa" has been created by converting the Caixa d'Estalvis i Pensions de Barcelona ("la Caixa") into a banking foundation in compliance with the Spanish Law 26/2013, of 27 December 2013, on Savings Banks and Banking Foundations.

**II. And CRITERIA CAIXA, S.A., SOCIEDAD UNIPERSONAL**, a limited liability company constituted in accordance with Spanish law, with registered address at Plaza Weyler, 3, Palma (Islas Baleares), entered in the Register of Companies of Palma de Mallorca in volume 2733, folio 82, page 82742 and with Tax Number (NIF) A63379135, duly represented herein by Mr. Marcelino Armenter Vidal, of legal age, of Spanish nationality, with business address at , Madrid, Paseo de la Castellana, 51, holder of valid Spanish Identity Document no. **36017940 D**, as Chief Executive Officer ("**Criteria**").

Criteria was created by the divestment registered at the Commercial Registry of Barcelona, on 14 October 2014, whereby Fundación Bancaria "la Caixa" transferred to Criteria the assets and liabilities not connected with Fundación Bancaria "la Caixa"'s Obra Social, including Fundación Bancaria "la Caixa"'s stakeholding in CaixaBank S.A.

**III. And CAIXABANK, S.A.**, a limited liability company constituted in accordance with Spanish law, with registered office at Calle Pintor Sorolla, 2-4, Valencia, entered in the Register of Companies of Valencia in volume 10370, folio 1, page V-178351 and with

Tax Number (NIF) A-08663619, duly represented herein by Mr. Gonzalo Gortázar Rotaèche, of legal age, of Spanish nationality, with business address at Avenida Diagonal 621, Barcelona and holder of valid Spanish Identity Document no. 07221654-E, as Chief Executive Officer (“**CaixaBank**”).

CaixaBank S.A. is a publicly traded company that ensued from the merger by absorption of “la Caixa”, S.A.U.’s Microbank by Criteria CaixaCorp, S.A., which changed its corporate purpose and corporate name to that of “CaixaBank, S.A.” by the deed executed by Barcelona Notary Tomás Giménez Duart, on 30 June 2011, under number 2685 of his protocol.

Hereinafter, Fundación Bancaria ”la Caixa” and Criteria jointly and CaixaBank will each be referred to as a “**Party**” and Fundación Bancaria ”la Caixa”, Criteria and CaixaBank will jointly be referred to as the “**Parties**”.

#### **HEREBY DECLARE**

- I.** That Fundación Bancaria ”la Caixa” conducts two types of business: (i) firstly, management of its social and charity work (“Obra Social”), i.e. activities connected with the promotion and carrying out of social, charity, welfare, educational and/or cultural work, this being one of Fundación Bancaria ”la Caixa”’s mainstays and its hallmark. This business sector is mentioned in Articles 5 and 6 of the Company By-laws of Fundación Bancaria ”la Caixa”; and (ii) secondly, financial business, through its holding in Criteria, which is the entity that owns Fundación Bancaria ”la Caixa”’s indirect holding in CaixaBank, together with real estate assets and shareholdings.
- II.** In accordance with Article 2 of its Company By-laws, Criteria’s corporate purpose is to carry out the following activities:
  - (i) acquisition, sale and administration of transferable securities and holdings in other companies, whether or not their securities are quoted on the Stock Exchange;
  - (ii) administration and management of companies, and administration and management of securities representing the equity of entities both resident and non-resident in Spain;

- (iii) financial, tax, technical and stock exchange counselling or any other type of advisory service;
- (iv) consultancy, advisory and promotional activities for industrial, business, urban development or agricultural initiatives and those of any other type;
- (v) construction, refurbishment, maintenance and technical assistance, acquisition, administration, management, promotion, sale and leasing, except for financial leasing, of real estate of all types, owned by the company itself or by third parties, connected with the tourism industry in general, including theme or leisure parks, or with shopping centres, for senior citizens, private clients or entrepreneurs/developers; and
- (vi) marketing of real estate, on behalf of either the company itself or third parties, in the broadest terms and through all marketing channels, including online channels via use and management of websites.

**III.** That CaixaBank is a credit institution, more specifically a bank, entered as no. 2100 in the Bank of Spain's Official Register of Entities and with shares admitted to trading on the stock exchanges of Barcelona, Bilbao, Madrid and Valencia and on the Stock Exchange Interconnection System (Continuous Market). CaixaBank is subject to the legal system established for credit institutions and Spanish listed companies and supervised by the European Central Bank, the Bank of Spain and the Spanish Securities Market Commission (CNMV), among other regulators.

In accordance with Article 2 of its Company By-laws, CaixaBank's corporate purpose is to carry out the following activities:

- (i) business, transactions, proceedings, contracts and services of all kinds pertaining to the banking business in general or directly or indirectly connected with the same and permitted by current legislation, including the provision of investment and ancillary services and the carrying out of insurance agency business, on either an exclusive or associated basis but not both simultaneously;
- (ii) receipt of public funds in the form of irregular deposits or other similar funds, for use on its own behalf in active loan and micro-loan transactions, i.e. for granting loans without a security right in order to finance small business initiatives by

individuals or legal persons whose socio-economic conditions hinder their access to traditional bank financing, and in other investments, with or without pledged, mortgage or other guarantees, in accordance with the law and business practice, providing its customers with bank draft, transfer, custody, brokerage and other connected services with commercial commission; and

(iii) acquisition, holding, use and disposal of all kinds of security titles and submittal of takeover bids and stock sale, and all kinds of holdings in any company or undertaking.

IV. That pursuant to Article 43 of the Law on Savings Banks and Banking Foundations, banking foundations must approve a management protocol for their financial stakeholding in the investee credit institution. The current management protocol for the financial stakeholding of Fundació Bancaria Caixa d'Estalvis i Pensions de Barcelona, "la Caixa", in CaixaBank, S.A. was approved by the Board of Trustees of Fundació Bancaria "la Caixa" on 4 February 2021 (**financial management protocol**) in accordance with section 43 of the Savings Bank and Banking Foundations Act, section 3 of the Bank of Spain's Circular 6/2015 of 17 November 2015, and Articles 18.1.f) and 27 of Fundació Bancaria "la Caixa"'s Company By-Laws. They took into account the commitments Fundació Bancaria "la Caixa" had to make in compliance with the conditions for deconsolidation between Criteria and CaixaBank for prudential purposes approved by the European Central Bank on 26 September 2017. Those conditions have been altered upon authorisation by the European Central Bank on 5 October 2020 subsequent to CaixaBank's merger by absorption of Bankia S.A.

Criteria adhered to that financial management protocol on 18 March 2021 in express compliance with everything it was required to do.

V. That like the previous versions, the current financial management protocol dated 4 February 2021 stipulates that Fundació Bancaria "la Caixa" will enter into an internal protocol with CaixaBank to establish a framework for relations between Fundació Bancaria "la Caixa" and Criteria on the one hand and CaixaBank on the other. That internal relations protocol has been altered in accordance with the successive changes to the financial management protocol.

VI. That notwithstanding the above, another reason for approving this new “Internal Relations Protocol between Fundació Bancaria Caixa d'Estalvis i Pensions de Barcelona, “la Caixa”, and Criteria Caixa, S.A., Sociedad Unipersonal and CaixaBank, S.A.” (the **Protocol**) to replace the current protocol dated 22 February 2018 is the need to adapt the Protocol to entry into force of the Revised Text of Spanish Law 5/2021, of 12 April, amending the revised text of the Spanish Corporate Enterprises Act, for instance as it relates to the system regulating related-party transactions by publicly traded companies, which affects potential transactions between CaixaBank and Companies in the CaixaBank Group and Fundació Bancaria “la Caixa” and Companies in the Fundació Bancaria “la Caixa” Group, e.g., Criteria.

On the basis of the above points, the Parties agree to enter into this Protocol, which will be governed by the following

## CLAUSES

### 1. DEFINITIONS AND INTERPRETATION

The meanings of the items beginning with a capital letter in this Protocol are as indicated in Annex 1.

For purposes of this Protocol:

- (i) Fundación Bancaria "la Caixa" and its subsidiary companies at any given time, including Criteria, shall be designated the **"Fundación Bancaria "la Caixa" Group Companies"**;
- (ii) CaixaBank and its subsidiary companies at any given time shall be designated the **"CaixaBank Group Companies"**; and
- (iii) "group" and "subsidiary company" shall have the meaning attributed to them in Article 42 of the Code of Commerce.

### 2. AIM

#### 2.1 Mission statement

The aim of this Protocol is to govern the relationship between Fundación Bancaria "la Caixa" and CaixaBank and their respective groups, with regard to the matters and purposes indicated below.

The main aims of this Protocol are:

- (i) to manage the related party transactions deriving from the carrying out of transactions or the provision of services, respecting the corporate purpose of Fundación Bancaria "la Caixa" and the social interest of CaixaBank and, in this regard, identifying the services that are or may be provided to the CaixaBank Group Companies by the Fundación Bancaria "la Caixa" Group and those that are or may be provided to the Fundación Bancaria "la Caixa" Companies by the CaixaBank Group Companies, establishing the general guidelines for these purposes within a framework of independence, transparency, reciprocity and conformity with market conditions;

- (ii) without prejudice to the stipulations made in the previous section, to establish mechanisms to prevent any conflicts of interest deriving from the fact that Fundación Bancaria "la Caixa" is an indirect shareholder of CaixaBank through Criteria;
- (iii) in view of the current circumstances and in the interests of both parties, to enable Fundación Bancaria "la Caixa" to be granted a right of first refusal in the event of CaixaBank's transfer of Monte de Piedad, of which it is the owner;
- (iv) to establish the core principles of a possible collaboration between CaixaBank and Fundación Bancaria "la Caixa" so that, in the interests of both entities, (a) CaixaBank may implement corporate social responsibility and sustainability policies through Fundación Bancaria "la Caixa" and (b) Fundación Bancaria "la Caixa" may disseminate its social and charity work programmes through CaixaBank's branch network and, where the case may be, through other material means; and
- (v) to regulate the suitable flow of information enabling both Fundación Bancaria "la Caixa" and Criteria jointly and CaixaBank to draw up their financial statements and compliance with the regulatory requirements and regular reporting and supervisory obligations with regard to the European Central Bank, the Bank of Spain, the Spanish Securities Market Commission (CNMV) and other regulatory and tax resolution bodies resulting from the regulations applicable to each Party.

The Parties' acceptance and firm commitment to fulfilling the conditions established by the European Central Bank for Criteria's deconsolidation from CaixaBank for prudential effects is also an essential objective of this Protocol.

The Parties reiterate that their relationship is subject to the provisions regarding conflicts of interest, relationship with significant shareholders, related party transactions and proprietary information, among other aspects, as established in the applicable law at any given time.

## **2.2 Application of the Protocol to the Fundación Bancaria "la Caixa" Group Companies and the CaixaBank Group Companies**

Without prejudice to the adherence to the Protocol mentioned in Clause 8 below, the terms and conditions of this Protocol are also intended to be applicable to the Fundación Bancaria "la Caixa" Group Companies and the CaixaBank Group Companies other than the Parties. Consequently, Fundación Bancaria "la Caixa" and CaixaBank undertake to proceed as necessary so that the relationships between the companies in their respective groups with regard to developing the target scope of the Protocol are also in accordance with its terms, conditions and principles.

### **3. SERVICES BETWEEN ENTITIES**

With the purpose of establishing mechanisms to reduce the occurrence of conflicts of interest deriving from the fact that Fundación Bancaria "la Caixa" is an (indirect) shareholder of CaixaBank and to govern any such conflicts of interest, the Parties hereby list the services that are or may be provided by the Fundación Bancaria "la Caixa" Group Companies to the CaixaBank Group Companies and those that are or may be provided by the CaixaBank Group Companies to the Fundación Bancaria "la Caixa" Group Companies, and hereby establish general guidelines for the transactions or provision of services in accordance with the principles of independence, transparency, reciprocity and compliance with market conditions, always respecting the interests of each of the Parties.

#### **3.1 Service provision areas**

The Parties declare that there are two fundamental areas for the provision of services between the Fundación Bancaria "la Caixa" Group Companies and the CaixaBank Group Companies:

- (i) provision of financial and banking services by the CaixaBank Group Companies to the Fundación Bancaria "la Caixa" Group Companies. These particularly include, but are not limited to, deposits and other banking liability transactions, as well as other financial and insurance services; and
- (ii) provision of miscellaneous services by the CaixaBank Group Companies to the Fundación Bancaria "la Caixa" Group Companies and vice versa, other than banking and financial services.

The currently valid relationship between the Fundación Bancaria "la Caixa" Group Companies, on the one hand, and the CaixaBank Group Companies, on the other hand,

and any services and/or transactions that may be agreed on in future, will be referred to as the “**Services**”.

### **3.2 Main principles of the provision of Services**

The Parties undertake that any service or transaction agreed on as from the enforcement of this Protocol shall always be set out in writing, and that without prejudice to each particular contract all the Services shall be governed by the following general principles:

- (i) transparency, independence, reciprocity and carrying out or provision of the services in accordance with market conditions, respecting the interests of each of the Parties;
- (ii) the Parties’ mutual commitment to offer each other the most favourable conditions they are currently offering for the same transaction or service on the market to third parties in an equivalent situation;
- (iii) the Parties’ commitment to provide the services and conduct the transactions with the utmost diligence, using all means within their power to do so;
- (iv) the parties’ commitment to maintain the confidentiality of and not to disclose any information they may access as a result of the provision of the Services, without prejudice to fulfilling legal reporting and transparency obligations as required; and
- (v) in the event of Fundación Bancaria "la Caixa" no longer maintaining an indirect holding of 30% or over in CaixaBank’s share capital and voting rights, or if there should be a shareholder with a larger holding in CaixaBank’s share capital and voting rights than Fundación Bancaria "la Caixa", the parties to the contract in question shall be entitled to terminate the corresponding provision of services, providing reasonable advance notice (which will depend on the type of service provision) and subject to the parties determining, in good faith, the severance costs that the early termination may give rise to, where the case may be, for each of them. For such purposes, the contracts for the provision of Services must include an early termination clause in accordance with the model shown in Annex 2.

The stipulations of this Clause shall not be applicable to any contracts that have already established a clause for termination if the shareholding falls below 30%.

### **3.3 Competent bodies for control and supervision of the Services**

The Parties agree that monitoring the contracting and oversight and supervision of the correct application of the above stipulations to each transaction, and compliance with the general principles governing such contracting, as established in this Protocol, shall be the responsibility of (i) the Audit and Control Committee of the Board of Directors of CaixaBank (the “CaixaBank Audit Committee”), (ii) the Audit and Control Committee of the Board of Directors of Criteria (the “Criteria Audit Committee”) and/or (iii) the Audit Committee of the Board of Trustees of Fundación Bancaria “la Caixa” (the “Fundación Bancaria “la Caixa” Audit Committee”), where the case may be, for which they will be assigned the duties detailed in Clause 7 below.

The Parties undertake to update the Services relationship yearly for purposes of this Protocol, and, as necessary, for planning their respective resources.

### **3.4 Control and supervision of the Services**

- (i) Engaging the Services or performing any other transactions between Companies in the CaixaBank Group and Companies in the Fundación Bancaria “la Caixa” Group, including Criteria, will be subject to prior approval
  - a) By the Board of Directors or, where required by the system for regulating related-party transactions, by the General Meeting of CaixaBank, which must have received a report by the CaixaBank Audit Committee expressly stating its opinion on the proposed essential terms and conditions to include at least the term, purpose, price, and other relevant aspects for publicly traded companies specified by law.
  - b) And
    - by the Board of Trustees of Fundación Bancaria “la Caixa” in the case of a contractual relationship between CaixaBank and Companies in the CaixaBank Group and Fundación Bancaria “la Caixa”, which must have received a report by the Fundación Bancaria “la Caixa” Audit Committee expressly stating its opinion on the proposed essential terms and conditions to include at least the term, purpose, price, and other relevant aspects specified by law; or
    - by the Board of Directors of Criteria in the case of a contractual relationship between CaixaBank and Companies in the CaixaBank Group and Criteria

and its subsidiary companies, which must have received a report by the Criteria Audit Committee expressly stating its opinion on the proposed essential terms and conditions to include at least the term, purpose, price, and other relevant aspects specified by law. In cases where it is appropriate because the contractual relationship between CaixaBank and Companies in the CaixaBank Group and Criteria and its subsidiary companies is special or particularly significant or has a substantial impact on their management strategy, approval will also be required from the Board of Trustees of Fundación Bancaria “la Caixa”, which must have received a report from the Audit Committee of Fundación Bancaria “la Caixa” expressly stating its opinion on the essential proposed terms and conditions.

- (ii) Notwithstanding the above, except for transactions to be approved by the General Meeting of CaixaBank, the Board of Directors of CaixaBank and the Board of Trustees of Fundación Bancaria “la Caixa” and the Board of Directors of Criteria may delegate their authority to act in accordance with the system for delegating authority in effect in each of those entities and at all events in accordance with the laws and regulations applicable to each. For authority to issue approval to be able to be delegated, the transactions must fulfil all of the following conditions:
- a) each individually is not for an amount greater than 5,000,000 euros; and
  - b) taken together in combination with all other transactions performed with the same counterparty in the last twelve months, the total does not exceed 0.35% of the net annual turnover of CaixaBank reported in its last consolidated annual financial statement.

Transactions between the Companies in the CaixaBank Group and the Companies in the Fundación Bancaria “la Caixa” Group that have been approved by delegated bodies pursuant to the preceding paragraph will, where appropriate, subsequently be reported periodically to the Audit Committees of the respective entities in accordance with the laws and regulations applicable to each.

### **3.5 Additional commitment of Fundación Bancaria “la Caixa”**

Fundación Bancaria "la Caixa", as an indirect shareholder of CaixaBank through Criteria, undertakes to comply with – and, to the relevant extent, ensure that Criteria complies with – the legal duties of loyalty with regard to CaixaBank's social interest that are applicable to shareholders of commercial enterprises and, in particular, to the significant shareholders of credit institutions and, for this purpose and in particular, to consider any conflicts of interest which – given that it is an indirect shareholder of CaixaBank – may arise as a result of Fundación Bancaria "la Caixa" or Criteria carrying out certain activities or transactions.

#### **4. RIGHT OF FIRST REFUSAL OVER MONTE DE PIEDAD**

CaixaBank grants Fundación Bancaria "la Caixa" a right of first refusal with regard to Monte de Piedad, Fundación Bancaria "la Caixa" thus taking priority over any other potential acquiror of Monte de Piedad, under the terms offered by the same.

#### **5. COLLABORATION BETWEEN THE PARTIES**

Fundación Bancaria "la Caixa", as an indirect shareholder of CaixaBank through Criteria, respecting CaixaBank's social interest and within the legal limits, shall encourage the development of CaixaBank's corporate social responsibility by establishing collaboration channels with Fundación Bancaria "la Caixa" in accordance with the achievement of the aims and purposes that have always characterised Caixa d'Estalvis i Pensions de Barcelona ("la Caixa").

Consequently, Fundación Bancaria "la Caixa" shall foster collaboration between the two entities, together with CaixaBank and in the interests of both, with regard to the following aspects:

- (i) disseminating and promoting Fundación Bancaria "la Caixa"'s social and charity work through CaixaBank's branch network and, where the case may be, other material resources of CaixaBank; and
- (ii) the use of Fundación Bancaria "la Caixa" by the CaixaBank Group Companies as a channel for implementing corporate social responsibility initiatives.

#### **6. INFORMATION FLOWS**

##### **6.1 Reasons for communicating information**

Fundación Bancaria "la Caixa", as a banking foundation and in accordance with the Law on Savings Banks and Banking Foundations (and, in particular, Article 44 thereof), is subject to obligations whose fulfilment makes access to CaixaBank's financial and accounting information necessary.

In accordance with Article 46 of the Law on Savings Banks and Banking Foundations, Fundación Bancaria "la Caixa" is also subject to supervision by the Bank of Spain. On carrying out these supervisory functions, the Bank of Spain may send Fundación Bancaria "la Caixa" information requirements, the response to which will require access to CaixaBank's information.

Similarly, Criteria, as an entity through which Fundación Bancaria "la Caixa" has a holding in CaixaBank and as a debt issuer, may receive information requirements for supervisory purposes, the response to which will require access to CaixaBank's information.

## **6.2 Information to be provided**

In order for Fundación Bancaria "la Caixa" and Criteria to carry out their planning and management control duties and to timely comply with their legal obligations and, where the case may be, their obligations as regulated entities, CaixaBank must provide Fundación Bancaria "la Caixa" and Criteria with the essential information required, subject to its availability, to enable them to comply with their legal obligations, including, among others:

- (i) drawing up their consolidated financial statements;
- (ii) compliance with the obligation of drawing up the financial plan stipulated in Article 44 of the Law on Savings Banks and Banking Foundations
- (iii) compliance, where the case may be, with their reporting obligations with regard to requirements made by the Bank of Spain, the Spanish Securities Market Commission (CNMV) and other supervisory authorities;
- (iv) studying and monitoring the tax aspects deriving from their inclusion in the same tax group;

- (v) monitoring and control of the limitation of funding flows established in the European Central Bank's prudential deconsolidation from time to time; and
- (vi) any other measures complementing or supplementing the above.

CaixaBank must provide Fundació Bancaria "la Caixa" and Criteria with the necessary information for Fundació Bancaria "la Caixa" and Criteria to study the compliance with the prudential deconsolidation conditions at any time.

Similarly, Fundació Bancaria "la Caixa" and, where the case may be, Criteria, must provide CaixaBank with all the necessary information for CaixaBank to comply with its applicable obligations in accordance with either the regulations or the regulator's requirements, including the following: (1) a periodic list of the Fundació Bancaria "la Caixa" Group's associate companies for purposes of compliance with monitoring the risk concentration limit with regard to these entities, and of the entities it controls (and in order to comply with point (v) above); (2) Fundació Bancaria "la Caixa" and Criteria's profit forecasts, in order to update the model for use of tax assets on a six-monthly basis and make the tax consolidation; and (3) any information that may be relevant with regard to CaixaBank's compliance with its obligations.

On complying with these obligations, CaixaBank must respect the regulations applicable to it as a credit institution.

### **6.3 Terms of use of the information supplied**

With regard to the information referred to in this Clause 6:

- (i) the information must be used exclusively for the purposes for which it was collected;
- (ii) security measures must be established for safekeeping, filing, access, reproduction and distribution of the information.

The Parties must implement the necessary measures for diligently complying with their reporting commitments, establishing measures permitting the information flows stipulated while always respecting their confidentiality commitments **and the applicable legal system.**

They shall only be subject to these information commitments in accordance with the applicable regulations at any given time, and in any case when they are necessary for compliance with regulatory and legal obligations.

## **7. PROTOCOL MONITORING**

### **7.1 Bodies responsible for Protocol monitoring**

CaixaBank will task the CaixaBank Audit Committee with the monitoring and supervision of compliance with the stipulations made in this Protocol. The Fundación Bancaria "la Caixa" Audit Committee shall be responsible for these tasks in the case of Fundación Bancaria "la Caixa", and the Criteria Audit Committee in the case of Criteria.

### **7.2 Monitoring powers of the Audit Committees**

To improve the compliance with these functions, the CaixaBank Audit Committee, the Criteria Audit Committee and the Fundación Bancaria "la Caixa" Audit Committee (jointly referred to as the "**Audit Committees**"), shall have the following powers:

- (i) reviewing compliance with the regulation established in the Protocol in relation to all the areas contemplated therein;
- (ii) issuing an annual report, to be delivered to the Board of Directors of CaixaBank, the Board of Directors of Criteria and the Board of Trustees of Fundación Bancaria "la Caixa" respectively and, where the case may be, made available to the CaixaBank shareholders, detailing the degree of compliance with the stipulations of the Protocol;
- (iii) when they deem it appropriate, the Audit Committees shall inform the corresponding Board of Directors or the Board of Trustees of Fundación Bancaria "la Caixa", as the case may be, of the recommendations they consider relevant for improving the application of and compliance with the stipulations of this Protocol, with the constant aims of improving the transparency of the relationship between the Parties and fulfilling the principles and purposes established above;
- (iv) the Audit Committees must issue respective reports whenever either of the Parties proposes an amendment to the terms of this Protocol;

a preliminary report must be drawn up when required as a result of any type of service provision being contracted or any transaction being conducted as stipulated in Clause 3.1 in accordance with the law and/or the provisions of this Protocol ; and(vi)the contracting

of independent advisors or experts to assist them in their duties, if they should deem this appropriate.

### **7.3 Publication of the reports**

The Board of Directors of CaixaBank, the Board of Directors of Criteria and the Board of Trustees of Fundación Bancaria "la Caixa" shall ensure, where the case may be, that the reports drawn up in accordance with Clause 7.2 (ii) above are published through the channels made available to CaixaBank and Fundación Bancaria "la Caixa" so that the general public and, particularly, CaixaBank's shareholders other than Criteria may be aware of the degree of compliance with the principles set forth in this Protocol.

The previous paragraph is to be understood without prejudice to compliance by CaixaBank, as appropriate, with reporting of information on related-party transactions pursuant to the laws and regulations in place for publicly traded companies.

## **8. ADHERENCE TO THE PROTOCOL**

As the purpose of this Protocol is to govern not only the relationship between its signatories but also between the respective groups of Fundación Bancaria "la Caixa" and Criteria and CaixaBank, the Parties undertake to communicate the Protocol to their group companies without delay, so that the governing body may acknowledge this Protocol and indicate the corresponding company's adherence to the same under the same terms and conditions as those agreed on herein.

As stipulated in this Clause 8, Fundación Bancaria "la Caixa" and CaixaBank also declare that as the controlling companies of their respective groups, they assume responsibility for their investee companies' compliance with the obligations contained in this Protocol.

## **9. ENFORCEMENT AND DURATION**

On the Parties' approval and signature of this Protocol it will take effect, replacing the previously valid Protocol, and it shall remain valid while Fundación Bancaria "la Caixa" has a holding of 30% or over (direct or indirect) in CaixaBank's capital.

## **10. AMENDMENTS**

Any amendment to this Protocol must (i) have been approved by the Board of Directors of CaixaBank and reported on favourably by the CaixaBank Audit Committee, (ii) have been

approved by the Board of Directors of Criteria and reported favourably on by the Criteria Audit Committee, and (iii) have been approved by the Board of Trustees of Fundació Bancaria "la Caixa" and reported favourably on by the Fundació Bancaria "la Caixa" Audit Committee.

No amendment to this Protocol shall be valid unless it is in writing, signed by (or on behalf of) each of the Parties.

For these purposes, "amendment" shall be taken to mean any novation, extension, removal or replacement of the content of this Protocol, regardless of how it is made. Following the agreement to amend the Protocol, Fundació Bancaria "la Caixa" and CaixaBank expressly undertake to inform the companies in their respective groups of the amendments to the same without delay, for purposes of their adherence to the same.

No amendment to this Protocol shall constitute a partial or total waiver of its content, and all the Parties' rights and obligations shall remain valid and fully effective, except for any that have been validly and expressly modified.

## **11. NOTIFICATIONS**

### **11.1 Form of notification**

All notifications between the Parties with regard to this Protocol must be made by either registered post or e-mail.

### **11.2 Addresses**

The Parties hereby designate the following addresses for notification purposes:

#### **Fundació Bancaria "la Caixa":**

Address: Plaza Weyler, 3, 07001 Palma (Islas Baleares)

To the attention of: Antonio Vila Bertrán (Managing Director of Fundació Bancaria "la Caixa")

E-mail: [antonio.vila@fundaciolacaixa.org](mailto:antonio.vila@fundaciolacaixa.org)

cc.: *Josep Maria Coronas Guinart (Secretary of the Board of Trustees of Fundació Bancaria "la Caixa"), Avenida Diagonal, 621-629 (Barcelona), [jmcoronas@fundaciolacaixa.org](mailto:jmcoronas@fundaciolacaixa.org)*

and

**Criteria Caixa S.A.U.**

Address: Plaza Weyler, 3, 07001 Palma (Islas Baleares)

To the attention of: Javier José Paso Luna (Deputy General Director, Legal and Tax Department)

E-mail: jjpaso@criteria.com

cc: Adolfo Feijóo Rey (Director of the Legal Department and Secretary of the Board of Directors of Criteria). Avenida Diagonal, 621 (Barcelona), afeijoo@criteria.com

**CaixaBank Group Companies:**

(A) Address: Pintor Sorolla, 2-4 46002 (Valencia)

(B) To the attention of: Óscar Calderón de Oya (General Secretary and Secretary of the Board of Directors of CaixaBank)

(C) E-mail: ocalderonde@caixabank.com

**11.3 Change of address**

All notifications sent to the addresses figuring in the previous section shall be considered to have been correctly sent, unless the addressee has previously notified the other party of a change of address by registered post.

**12. PARTIAL INVALIDITY**

If any of the stipulations in this Protocol should be considered null or inapplicable, the stipulation in question (insofar as it is null and inapplicable) shall be ineffective and shall not be considered to form part of this Protocol, although it shall not invalidate any of the Protocol's other stipulations (unless the contractual balance between the Parties is substantially altered as a result of the said invalidity or inapplicability). The Parties shall make all reasonable efforts to replace the null or inapplicable provision by a valid, applicable provision with the closest possible effect to the desired effect of the null or inapplicable provision.

**13. SETTLEMENT OF DISPUTES**

**13.1 Amicable settlement**

If any disagreement, controversy, claim or dispute should arise between the Parties (a “**Dispute**”) with regard to the validity, compliance, interpretation, application, implementation

or termination of the Protocol, before taking the case to the Courts and Tribunals the Parties must firstly attempt to reach an amicable settlement, as follows:

Either of the Parties may formally notify the other of the aspects to which the Dispute refers (the “**Notice of the Dispute**”).

The Parties must negotiate in good faith for a period of 15 working days from receipt of the Notice of the Dispute, to attempt to reach a mutually acceptable agreement. For this purpose, within the 10 working days following receipt of the Notice of the Dispute, each of the Parties must draw up and deliver to the other Party a report (i) identifying the Dispute, (ii) explaining their stance in relation to the same, and (iii) including one or more proposals for its resolution.

The Parties must do everything within their power to reach an agreement regarding (i) the matter in Dispute and, where the case may be, (ii) the procedure for its out-of-court resolution.

### **13.2 Competent jurisdiction**

If the Parties fail to reach an agreement regarding the matters in Dispute, or, where the case may be, regarding the procedure for out-of-court settlement, within a period of three months, the Dispute may be referred to the Courts and Tribunals of the city of Barcelona, to whose jurisdiction the Parties shall clearly, expressly and decisively submit.

## **14. LAW**

This Protocol shall be governed by Spanish law.

In expression of their consent, the Parties hereby sign each page and sign at the end of the three copies of this Protocol, to the same effect, on the date and place first above written.

Fundación Bancaria Caixa d'Estalvis i  
Pensions de Barcelona, "la Caixa"

Criteria Caixa, S.A., Sociedad  
Unipersonal

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Isidro Fainé Casas

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Marcelino Armenter Vidal

CaixaBank, S.A.

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Gonzalo Gortázar Rotaeché

## ANNEX 1 DEFINITIONS

“**CaixaBank**” means CaixaBank, S.A.

“**CaixaBank Audit Committee**” means the Audit and Control Committee of the Board of Directors of CaixaBank.

“**Criteria Audit Committee**” means the Audit and Control Committee of the Board of Directors of Criteria.

“**Fundación Bancaria ”la Caixa” Audit Committee**” means the Audit Committee of the Board of Trustees of Fundación Bancaria ”la Caixa”.

“**Audit Committees**” means the CaixaBank Audit Committee, the Criteria Audit Committee and the Fundación Bancaria ”la Caixa” Audit Committee.

“**Criteria**” means Criteria Caixa, S.A.U.

“**Dispute**” has the meaning established in Clause 13.1.

“**Fundación Bancaria ”la Caixa”**” means Fundación Bancaria Caixa d’Estalvis i Pensions de Barcelona, ”la Caixa”.

“**Law on Savings Banks and Banking Foundations**” means Law 26/2013, of 27 December, on savings banks and banking foundations.

“**Party**” means either (i) Fundación Bancaria ”la Caixa” and Criteria, jointly; or (ii) CaixaBank.

“**Parties**” means Fundación Bancaria ”la Caixa”, Criteria and CaixaBank, jointly.

“**Protocol**” means this internal relations protocol.

“**Previous Protocol**” means the internal relations protocol signed on 1 July 2011 by ”la Caixa” and CaixaBank, after its amending novations of 1 August 2012 and 16 June 2014.

“**Services**” means the currently valid relationship between the Fundación Bancaria ”la Caixa” Group Companies and the CaixaBank Group Companies, and any services and/or transactions that may be contracted in future.

**“CaixaBank Group Companies”** means CaixaBank and the companies in its group at any given time.

**“Fundación Bancaria ”la Caixa” Group Companies”** means Fundación Bancaria “la Caixa” and the companies in its group at any given time, including Criteria and its subsidiary companies.



## ANNEX 2

### EARLY TERMINATION CLAUSE

#### **Early termination clause for Service provision contracts**

Contracts for the provision of Services must include an early termination clause in accordance with the following model:

*“Either of the parties may terminate this contract by giving 90 days’ prior notice in the hypothetical case of (a) Fundació Bancaria Caixa d’Estalvis i Pensions de Barcelona, “la Caixa” no longer having an indirect holding in CaixaBank S.A. through Criteria Caixa S.A.U. of 30% or more of the share capital and voting rights of CaixaBank S.A., or (b) there being a shareholder with a higher holding in the share capital and voting rights of CaixaBank S.A. than that of Fundació Bancaria Caixa d’Estalvis i Pensions de Barcelona, “la Caixa”, as stipulated in the internal relations protocol signed between the aforementioned entities. In this case the two parties must determine, in good faith, the severance costs that the early termination may give rise to, where the case may be, for each of them.”*