

Internal Relations Protocol

BETWEEN

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

CRITERIA CAIXA, S.A., SOCIEDAD UNIPERSONAL

AND

CAIXABANK, S.A.

Barcelona, 22 February 2018

CONTENTS

PARTIES	3
HEREBY DECLARE	4
CLAUSES	9
1. DEFINITIONS AND INTERPRETATION	9
2. AIM.....	9
2.1 Mission statement.....	9
2.2 Application of the Protocol to the Fundación Bancaria "la Caixa" Group Companies and the CaixaBank Group Companies	11
3. SERVICES BETWEEN ENTITIES.....	11
3.1 Service provision areas.....	11
3.2 Main principles of the provision of Services.....	12
3.3 Competent bodies for control and supervision of the Services	13
3.4 Control and supervision of the Services	13
3.5 Additional commitment of Fundación Bancaria "la Caixa".....	15
4. RIGHT OF FIRST REFUSAL OVER MONTE DE PIEDAD	15
5. COLLABORATION BETWEEN THE PARTIES	15
6. INFORMATION FLOWS.....	16
6.1 Reasons for communicating information	16
6.2 Information to be provided.....	16
6.3 Terms of use of the information supplied.....	18
7. PROTOCOL MONITORING.....	19
7.1 Bodies responsible for Protocol monitoring.....	19
7.2 Monitoring powers of the Audit Committees.....	19

7.3	Publication of the reports.....	20
8.	ADHERENCE TO THE PROTOCOL	20
9.	ENFORCEMENT AND DURATION	20
10.	AMENDMENTS.....	20
11.	NOTIFICATIONS.....	21
11.1	Form of notification.....	21
11.2	Addresses.....	21
11.3	Change of address.....	22
12.	PARTIAL INVALIDITY.....	22
13.	SETTLEMENT OF DISPUTES	22
13.1	Amicable settlement	22
13.2	Competent jurisdiction	23
14.	LAW	23

Barcelona, 22 February 2018

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 de Mallorca, entered in the Register of Foundations of the Spanish Ministry of Education, Culture and Sport with entry number 1658 and in the Register of Companies of Barcelona in volume 20397, folio 1, page B-5614 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"**").
- 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 de Mallorca, entered in the Register of Companies of Palma de Mallorca in volume 2733, folio 82, page 82742 and with Tax Number (NIF) A-63379135, duly represented herein by Mr. Marcelino Armenter Vidal, of legal age, of Spanish nationality, with business address at Avenida Diagonal 621-629, Barcelona, holder of valid Spanish Identity Document no. **36017940 D**, as Managing Director ("**Criteria**").
- 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-8663619, 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. 7221654, as Chief Executive Officer ("**CaixaBank**").

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 on the admission to trading of the shares of Criteria CaixaCorp, S.A. (now CaixaBank) on the stock exchanges, and in accordance with Recommendation II of the Ad-Hoc Working Group's Report on Good Governance of Listed Companies approved by the Board of Directors of the Spanish Securities Market Commission (Comisión Nacional del Mercado de Securities, CNMV) on 22 May 2006, Caixa d'Estalvis i Pensions de Barcelona ("la Caixa"), now Fundació Bancaria "la Caixa", and Criteria CaixaCorp, S.A., now CaixaBank, signed an internal relations protocol on 19 September 2007 with the aim of increasing the transparency of this relationship for purposes of good governance of both "la Caixa" and Criteria CaixaCorp, S.A.

Within the framework of the reorganisation of the "la Caixa" Group, the aforementioned internal relations protocol was replaced by a new protocol, signed on 1 July 2011 (and amended on 1 August 2012 and 16 June 2014), the purpose of which was to govern the relationship between Caixa d'Estalvis i Pensions de Barcelona ("la Caixa") and CaixaBank arising from the system whereby Caixa d'Estalvis i Pensions de Barcelona ("la Caixa") indirectly carries out its financial business as a credit institution through CaixaBank, under the terms of Royal Decree-Law 11/2010, of 9 July, regarding governing bodies and other aspects of the legal system for Savings Banks (the "**Previous Protocol**").

V. That in compliance with the stipulations of Transitory Provision I of Law 26/2013, of 27 December, on Savings Banks and Banking Foundations (the "**Law on Savings Banks and Banking Foundations**"), Caixa d'Estalvis i Pensions de Barcelona ("la Caixa") became a banking foundation, giving rise to Fundació Bancaria "la Caixa", which was entered in the Register of Foundations of the Spanish Ministry of Education, Culture and Sport on 16 June 2014.

VI. That in accordance with Article 43 of the Law on Savings Banks and Banking Foundations, Regulation III of the Bank of Spain's Circular 6/2015, of 17 November, and Articles 18.1.f) and 27 of the Company By-laws of Fundació Bancaria "la Caixa",

on 31 March 2016 the Board of Trustees of Fundació Bancaria "la Caixa" approved a new management protocol for the financial holding, which entailed adapting the management protocol for the financial holding approved on 24 July 2014 to the Bank of Spain's Circular 6/2015, of 17 November, section 2.3 of which provides for Fundació Bancaria "la Caixa"'s signature of an internal protocol with CaixaBank, replacing the Previous Protocol and establishing the framework for the relationship between Fundació Bancaria "la Caixa" and Criteria, on the one hand, and CaixaBank, on the other hand, this internal relations protocol having been signed on 19 December 2016.

- VII.** That on 14 October 2014, on implementing the resolution adopted by the General Meeting of Caixa d'Estalvis i Pensions de Barcelona ("la Caixa") of 22 April 2014, a deed of partition of Fundació Bancaria "la Caixa" for Criteria was granted and entered in the Register of Companies of Barcelona, for the assets and liabilities of Fundació Bancaria "la Caixa" that were not linked to its social and charity work ("Obra Social"), including the holding in CaixaBank. Since the partition, Fundació Bancaria "la Caixa"'s management of all business not forming part of its social and charity work, including the holding in CaixaBank, has thus been managed through Criteria, in accordance with Article 32 of the Law on Savings Banks and Banking Foundations and Article 6.1 of the Company By-laws of Fundació Bancaria "la Caixa".
- VIII.** That on 26 September 2017, the Governing Council of the European Central Bank (ECB) adopted a resolution whereby Criteria no longer fell under the scope of its supervision, the new obliged group being the group headed by CaixaBank. Consequently, Criteria is no longer considered a Mixed Financial Holding Company as it has fulfilled the conditions established by the European Central Bank's Supervisory Board for its deconsolidation from CaixaBank for prudential purposes, as was informed in the Significant Event Notice published by Criteria on 26 May 2016, essentially consisting of the following:
- (i) Reduction of Criteria's voting and financial rights at CaixaBank to a percentage not exceeding 40%;
 - (ii) Protection of CaixaBank's relevant governing bodies from Criteria's influence on CaixaBank; and

- (iii) Limitation of CaixaBank's financing of the Fundación Bancaria "la Caixa"/ Criteria Group and vice versa.

- IX.** That on 18 May 2017, the Board of Trustees of Fundación Bancaria "la Caixa" approved a new protocol for management of the financial holding (the "**Protocol for Management of the Financial Holding**") in order to adapt its content to the commitments that must be assumed by Fundación Bancaria "la Caixa", both directly and through Criteria, in order to comply with the deconsolidation conditions established by the European Central Bank. On 25 May 2017, the Board of Directors of Criteria adhered to all aspects of this Protocol, which was also approved by the Bank of Spain, by means of a resolution of the Executive Committee on 23 June 2017.
- X.** That as stipulated in the Protocol for Management of the Financial Holding, Fundación Bancaria "la Caixa" and Criteria, on the one hand, and CaixaBank, on the other hand, have resolved to sign a new internal relations protocol replacing the protocol of 19 December 2016, in order to adapt it to the stipulations of the new Protocol for Management of the Financial Holding and to the deconsolidation conditions established by the European Central Bank.

On the basis of the above points, the Parties agree to enter into this internal relations protocol (the "**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.

The list of the Fundación Bancaria "la Caixa" Group Companies and the CaixaBank Group Companies on the date of this Protocol is attached hereto as Annex 1(i) and Annex 1(ii) respectively.

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 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 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. By way of example and without limitation, these consist of leasing services, property and infrastructure

management; corporate services; project management; operation and business management; management and consultancy services; provision of information and business contacts; development, maintenance and operation of information systems; knowledge transfer, consultancy and advisory services (including the necessary assignment or licensing provisions for intellectual and industrial property); services involving management and legal representation of funds indirectly owned by Fundación Bancaria "la Caixa" Group Companies. 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; 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 CaixaBank Audit Committee, (ii) the Criteria Audit Committee and/or (iii) 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

With regard to the Services or to any transaction carried out between entities belonging to either of the two Groups, there will be three separate cases:

- (i) no authorisation or specific report will be required for contracting any type of financial services if the following three characteristics simultaneously apply: (a) the contracting is made by virtue of contracts with standard conditions generally applicable to a large number of customers; (b) it is made in accordance with rates or prices generally established by whoever acts as the supplier of the goods or services in question; and (c) the amount of the transaction does not exceed 1% of CaixaBank's individual annual income;
- (ii) no authorisation shall be required for contracting any type of non-financial service provision or carrying out any non-financial transaction if they are for amounts under €5,000,000. Despite authorisation being required for such contracting, it must be

informed ex post to the respective Audit Committees of the corresponding entities, as frequently as required by the same; and

- (iii) contracting any type of service provision or carrying out any transaction that is not in accordance with the previous two sections shall be subject to:
 - (a) the prior approval of the Board of Directors of CaixaBank, which must have received a report from the Audit and Control Committee of the Board of Directors of CaixaBank (the “**CaixaBank Audit Committee**”) expressly stating its opinion on the essential proposed terms and conditions (term, purpose, market price, etc.), and
 - (b) the prior approval of the Board of Directors of Criteria, in the case of a contractual relationship between CaixaBank and Criteria. The Board of Directors of Criteria must have received a report from the Audit and Control Committee of the Board of Directors of Criteria (the “**Criteria Audit Committee**”) expressly stating its opinion on the essential proposed terms and conditions (term, purpose, market price, etc.). In cases where the contractual relationship between CaixaBank and Criteria is of a unique or significant nature or has a substantial impact on their management strategy it will also require the approval of the Board of Trustees of “la Caixa” Banking Foundation, which must have received a report from the Audit Committee of the Board of Trustees of “la Caixa” Banking Foundation (the “**“la Caixa” Banking Foundation Audit Committee**”) expressly stating its opinion on the essential proposed terms and conditions (term, purpose, market price, etc.); or
 - (c) the prior approval of the Board of Trustees of Fundación Bancaria ”la Caixa”, in case of a contractual relationship between CaixaBank and Fundación Bancaria ”la Caixa”. The Board of Trustees of Fundación Bancaria ”la Caixa” must have received a report from the Fundación Bancaria ”la Caixa” Audit Committee expressly stating its opinion on the essential proposed terms and conditions (term, purpose, market price, etc.).

Notwithstanding the above, in cases deemed to be urgent by either the CaixaBank Audit Committee, the Criteria Audit Committee and/or the Fundación Bancaria "la Caixa" Audit Committee as the case may be, in the report issued for this purpose, the delegated bodies or persons entitled to adopt decisions in accordance with the regulations applicable to each entity may adopt the corresponding resolutions with regard to contracting Services or transactions as figuring in this section. Such contracts must subsequently be reported at the first meeting of the Board of Directors of CaixaBank, the Board of Directors of Criteria and/or the Board of Trustees of Fundación Bancaria "la Caixa", as the case may be, held after the signature of the contract in question.

The amounts indicated in these sections will be calculated either (a) annually, in the case of ongoing contracts, or (b) for each contract or transaction, for ongoing contracts, although separate contracts with the same purpose will count as a single contract or transaction in this regard.

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 Fundació 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, Fundació 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 Fundació 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 Fundació 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

Fundació 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, Fundació 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 Fundació Bancaria “la Caixa” information requirements, the response to which will require access to CaixaBank’s information.

Similarly, Criteria, as an entity through which Fundació 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 Fundació 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, and particularly with the stipulation made in Article 44.1: *"The banking foundations mentioned in Article 43 of this law¹ must annually submit a financial plan for approval by the Bank of Spain determining how they will respond to any capital requirements that may be incurred in by the entity in which they have a shareholding"*, and Article 44.4 a) *"With the aim of guaranteeing the sound, prudent management of the investee company, the Bank of Spain will specify the minimum content of the financial plan, as established in this Article. The financial plan shall contain the following, at least: a) Reasonable estimates of the investee company's equity requirements on different macroeconomic scenarios"*;
- (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 resolution of 3 March 2016, which set forth the conditions for achieving prudential deconsolidation; and
- (vi) any other measures complementing or supplementing the above.

¹ This refers to banking foundations with a holding of 30% or over in a credit institution's capital, or sufficient for them to control it.

CaixaBank must provide Fundación Bancaria "la Caixa" and Criteria with the necessary information for Fundación Bancaria "la Caixa" and Criteria to study the compliance with the prudential deconsolidation conditions, both at the time of the European Central Bank's request and at any time thereafter.

Similarly, Fundación 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 Fundación 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) Fundación 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;
- (v) 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 these preliminary reports, the Audit Committees must expressly state their opinion of the main terms of the business in question, including the purpose, market

price, term and, in the case set forth in Clause 3.1(ii) *in fine*, the urgent nature of the business; 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.

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, both 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 Fundación Bancaria "la Caixa" and reported favourably on by the Fundación 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, Fundación 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:

Fundación Bancaria "la Caixa" Group Companies:

- (A) Address: Avenida Diagonal, 621-629 (Barcelona)
 - (B) To the attention of: Jaume Giró Ribas (Managing Director of Fundación Bancaria "la Caixa")
 - (C) E-mail: jgiro@fundaciolacaixa.org
- and
- (A) Criteria Caixa S.A.U., Address: Avenida Diagonal 621 (Barcelona)

(B) To the attention of: Javier José Paso Luna (Legal Department Management)

(C) E-mail: jjpaso@criteria.com

CaixaBank Group Companies:

(A) Address: Avenida Diagonal, 621-629 (Barcelona)

(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

Isidro Fainé Casas

Marcelino Armenter Vidal

CaixaBank, S.A.

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 but excluding the CaixaBank Group Companies.

ANNEX 1 (i)
FUNDACIÓN BANCARIA "LA CAIXA" GROUP COMPANIES

at 22 February 2018

Designation	Holding (%) at 22.02.2018
Arrendamiento Inmo Critería Caixa, SLU	100
Caixa Assistance, SA	100
Caixa Capital Micro II, SA	56.8
Caixa Capital Risc, SGEGR, SA	100
Caixa Capital TIC II, FCR de Régimen Simplificado, SA	53.5
Caixa Invierte Biomed II FCR de Regimen Simplificado, SA	45.3
Caixa Invierte Industria SCR de Regimen Simplificado, SA	46.6
Caixa Invierte Start, SA	41.7
Caixa Podium I, SA	100
Caixa Titol, SA	100
Club Caixa I, SA	100
Critería Caixa, SAU	100
Critería Venture Capital, SA	100
Els Arbres de la tardor, SLU	100
Inmo Critería Caixa, SAU	100
GrupCaixa, SA	100
Inversiones Autopistas, SL	54.5
Lumine Travel, SAU	100
Mediterranea Beach & Golf Community, SA	100
Saba Infraestructuras, SA	50.1
Servihabitat Alquiler II, SLU	100
Servihabitat Alquiler, SL	100

ANNEX 1(ii)
CAIXABANK GROUP COMPANIES

at 22 February 2018

Official Name	Holding (%) at 22/02/2018
Aris Rosen, SAU	100
Arquitrahe activos, SL	100
Banco BPI Cayman, Ltd	84.51
Banco BPI, SA	84.51
Banco Português de Investimento, S.A.	84.51
Biodiesel Processing, SL	100
Bodega Sarría, SA	100
BPI (Suisse), S.A.	84.51
BPI - Global Investment Fund Mangement Company, SA	100
BPI Capital Africa (Proprietary) Limited	84.51
BPI Gestao de Activos - Sociedade Gestora de Fundos de Investimento Mobiliarios, SA	100
BPI Madeira, SGPS, Unipessoal	84.51
BPI PPA - Público	84.51
BPI Private Equity - Sociedade de Capital de Risco, S.A.	84.51
BPI Vida e Pensões - Companhia de Seguros, SA	100
BuildingCenter, SAU	100
Caixa Capital Biomed, SCR de Régimen Simplificado	90.91
Caixa Capital Fondos, SCR de Régimen Simplificado, SAU	100
Caixa Capital Micro, SCR de Régimen Simplificado, SAU	100
Caixa Capital TIC SCR de Régimen Simplificado, SA	80.64
Caixa Corp, SA	100
Caixa Empreendedor XXI, SA	100
CaixaBank Asset Management, SGIIC, SAU	100
CaixaBank Brasil Escritório de representação, LTDA	100
Caixabank Business Intelligence	100
CaixaBank Consumer Finance, EFC, SAU	100

CaixaBank Digital Business, SA	100
CaixaBank Electronic Money, EDE, SL	88.45
CaixaBank Equipment Finance, SAU	100
CaixaBank Facilities Management, SA	100
CaixaBank Payments 1 EFC, SA	100
CaixaBank Titulización, S.G.F.T., S.A.	100
CaixaConsulting, SA	100
CaixaJove, SA	100
CaixaJunior, SA	100
CaixaRecord, SA	100
CaixaSenior, SA	100
Caja San Fernando Finance, SA	100
Cartera de Participaciones SVN (formerly Web Gestión 6), SA	100
Cestainmob, SL	100
Corporación Hipotecaria Mutua, EFC, SA	100
Credifimo - Unión de crédito para la financiación mobiliaria e inmobiliaria, EFC, SA	100
Estugest, SA	100
GDS-CUSA, SA	100
GDS-Grupo de Servicios I, SA	100
GrupCaixa Card, SA	100
Grupo Aluminios de precisión, SL	100
Grupo riberebro integral, SL	60
Habitat 2018	55.60
HipoteCaixa 2, SL	100
Hiscan Patrimonio, SAU	100
Holret, SAU	100
InterCaixa, SA	100
Inversiones corporativas digitales, SL	100
Inversiones Inmobiliarias Teguisse Resort, SL	60
Inversiones Valencia Capital, SA	100
Inversiones vitivinícolas, SL	100
Líderes de empresa Siglo XXI, SL	100
MediCaixa, SA	100
Negocio de Finanzas e Inversiones II, SL	100
Nuevo MicroBank , SAU	100

Premiat Comunidad Online, SL (formerly Web Gestión 9)	100
PromoCaixa, SA	100
Puerto Triana, SA	100
RentCaixa I, SA	100
Sercapgu, SL	100
Silc Inmobles, SA	100
Silk Aplicaciones, SL	100
Sociedad de gestión hotelera de Barcelona (formerly Sihabe Inversiones 2013)	100
Sociedad tenedora de participaciones de proyectos de energías renovables	100
Telefónica Consumer Finance, EFC, SA	50
TotCaixa, SA	100
VidaCaixa Mediació, Sociedad de Agencia de Seguros Vinculada, SAU	100
VidaCaixa, SA de Seguros y Reaseguros Sociedad Unipersonal	100
Web Gestión 1, S.A.	100
Web Gestión 2, S.A.	100
Web Gestión 3, S.A.	100
Web Gestión 4, S.A.	100
Web Gestión 7, S.A.	100

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 on 22 February 2018. 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.”