|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Popular | | | | | |  | | | | | | | | |
| CONTRACT FOR ACCOUNT OPENING | | | | | | | | |
| BRANCH: 0080-20 MADRID, URB. 8 | | | | | | | | |  | | | | | |
| CLIENT ACCOUNT CODE | | BRA NCH | OFFI  CE | | **CC** | ACCOUNT  NUMBER | |  | CURRENCY |  | | CONTRACT DATE | | PAGE 1 |
| (CAC) | | 0075 | 0080 | | 11 | 060-30148-01 | | EURO | 21-03-2016 | |
| IBAN: ES38 0075 0080 1106 0301 4801  BIC: POPUESMM | | | | | | | |  | | | | | |
| PARTS | | | | | | | | | | | | | | |
| INTERVENCION  (1) | ID (2) | | | FAMILY AND GIVEN NAMES OR CORPORATE NAME | | | | | | | | | IN REPRESENTATION OF | |
| TIT - **001** | C 0B87522389 | | | BENTALL ROWLANDS INTERNATIONAL LC (SETTING-UP) | | | | | | | | |  | |
| APD - 001 | P 0099085909 | | | D. FAUL WILLIAM KIRKKAN | | | | | | | | | TIT - 001 | |
| BANC REPRESENTATIVES  D. CESAR LUIS DE SANTOS JIMENEZ with TAX ID NUMBER 009322074J and D. ALBERTO BERMUDEZ FRUTOS with TAX ID NUMBER 050982290F | | | | | | | | | | | | | | |
| 1. Meaning of the abbreviations: TU = HOLDER; AUT = AUTHORIZED; APD = PROXY; REP = LEGAL REPRESENTATIVE; AUF = PERSON WITH AUTHORIZED ACCESS TO FILES; COM = COMMON; N/A ALTERNATIVE NAME. 2. Meaning of the abbreviations; D = TAX ID NUMBER, NON-RESIDENT ID or IR; C = Fiscal identification card; P = Passport. (3) DATE OF BIRTH for under aged. | | | | | | | | | | | | | | |
| ADDRESS FOR CORRESPONDENCE | | | | | | | | | | | | | | |
| BENTALL ROMANES INIHWA7IONAL LC IN THE PROCESS OF SETTING UP | | | | | | | | | | | | | FREQUENCY OF BANK STATEMENT | |
| PASEO CASTELLANA NUM 35, FLOOR 2 28046 MADRID | | | | | | | | | | | | | STANDARD | |
| CONDITIONS FOR CANCELATION | | | | | | | | | | | | | | |
| INTEREST:- The following range scale will be used to cancel the account: | | | | | | | | | | | | | | |
| **AVERAGE CREDIT BALANCE** | | | | | | | INTEREST APR (Annual percentage rate) | | | | ANNUAL INTEREST | | | |
| - From 0,01 eur and more | | | | | | | 0,000 % without associated salary. | | | | 0,000 % | | | |
| -For overdraft: 29,000 % annual interest  -First liquidation date: 30-09-2016 - Liquidation frequency: every 6 month | | | | | | | | | | | | | | |
| COMMISSIONS | | | |  | | | |  | | | | | | |
| -Overdraft: | | | | 4,500 % | | | | Minimal 6,00 euros. It will be applied for the overdrafts inferior to 60,00 euros. | | | | | | |
| - Administration: | | | | 0,60 EUR for operation. | | | |  | | | | | | |
| - Maintenance: | | | | 29,00 EUR every 6 month | | | | For liquidation periods different from semestral ones, 4,83 EUR a month or period shall be charged.  In case the account becomes immobilized: 30,00 EUR every 3 month | | | | | | |
| - Standard information about the account movements: ordinary summary 0,00 EUR, additional information for each process: printed 3,01 EUR, electronically 6,01 EUR, by interconnection or terminal 6,01 EUR  EXPENDITURES  - Communication and revision of applications for overdraft situations: to 39,00 EUR   * Account liquidation is realized: 1) Through definition of the average account balance. For this purpose, the principle of date- value shall be used, taking into account a complex of the balances during the period of liquidation. 2) Every level of the average account balance will be charged with the interest rate corresponding to the scale mentioned above. * To be considered immobilized the account shall have the following characteristics: A) Account balance equal or inferior to 60,10 EUR without movements during a year. B) Account balance superior to 60,10 EUR and equal or inferior to 150,25 EUR and without movements during 2 years. C) Account balance superior to 150,25 EUR and equal or inferior to 601,01 EUR without movements during 3 years. D) Account balance superior to 601,01 EUR and without movements during 5 years. In this case the transactions generated by the account liquidations are not considered movements. | | | | | | | | | | | | | | |
| ADDITIONAL INFORMATION | | | | | | | | | | | | | | |
| - Disposition format: indifferent. | | | | | | | | | | | | | | |
| PA00001A {C26-15) V. 2.38  Banco Popular Español, S.A. Address: Vciézquez. 34 corner with a Goya, 35. MADRID. Fisc Reg. of Madrid, t.174, f.44. h.5458, regist. 1 NIF: A-28000727  www.bancopopular.es / www.grupobancopopular.es | | | | | | | | | | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| CONDITIONS | | | |
| FIRST.- No matter what the balance of the account is (positive or negative), the interests shall be accrued daily. The calculation shall be made in accordance with the following formula: | |  | In all the cases of modification of the conditions laid down in this agreement, provided that holders give their express agreement to the alteration in question, it shall be applied immediately not requiring any waiting period.  FOURTH.- The Bank is entitled to charge on the contracted account the commissions and expenses that are accrued during the term of the same resulting from the different concepts.  FIFTH.- The holders and authorised persons shall have have the access to the balance of the account using the stubs of cheques and promissory notes, that are provided to them by the Bank, or through the bank transfers, transferences or other transactions that the Bank offers its clients.  The holder(s) and duly authorized persons can order operations mentioned above using handwritten signature or calligraphic one or, where appropriate, electronic signature, provided that they had completed documents and contracts necessary for the registration of their manuscript or calligraphic signature or electronic signature allocation.  The Bank reserves the right to limit the provisions of money through cash withdrawal realized by the holder(s) or authorized persons of the contracted account in a bank office different from that where has the present product was contacted.  The cheque or promissory note that are to be charged on the account balance shall require the prior revision of the unused check-book.  The custody of such cheques/promissory notes will be handled by the holder with the necessary precautions to prevent their loss or theft, leaving the Bank exempt from liability for their possible misuse resulting from the negligence of the holder in respect of the custody of the cheques/promissory notes.  SIXTH.- Any communication issued by the Bank for the account holder will be sent to the address or address outlined in this agreement.  The holder is responsible for communication in writing of any modification in this respect, the Bank declining any responsibility for all possible implications of any kind that may impact the holder due to the lack of the updated information.  SEVENTH.- The lack of contestation within the period of thirty days following the notifications made by the Bank to the account holder, on account balance and payment of interests, shall be understood as an express approval of these.  EIGHTTH.- In the indistinct accounts, each of the holders shall have access under their unique signature to the balances of these accounts through signing receipts, cheques, promissory notes and other documents that are necessary, as well as the conformities of the account. For the cancellation of the accounts there are requirements that at each point shall correspond to the current the legislation, and in any case it will require the concurrence of the signatures of all holders.  Provided the contrary order is nor received, the Bank will charge on the indistinct accounts the amounts that are payed to or sent on behalf of one of the holders.  NINTH.- The holder(s) may entitle one or more persons to be authorised and the latter shall act in accordance with the protocols described below:  a) a person authorized to have an access to the balance of the account (AUT): these individuals may withdraw the amounts appearing on behalf of the holder, as well as assign direct debit payments, even derived from the use of the credit or debit cards, issuing for this purpose the necessary documents with their signature. They may also provide conformity for liquidations or balances, in such case, the holder of the account shall accept the concerned compliances as if they were their own one. This mandate shall be in force until its cancelation is communicated to the Bank by means of a reliable document or by any other way whenever providing evidence of the cancelation. The above-mentioned powers may be exercised, also by telephone or electronic banking systems. |
|  | C = average valuation of the account balance for the settled period of time, where: R = annual nominal interest rate.  T = number of days since the previous liquidation or since the opening of the account, for the first liquidation. |
| At the moment of the transfer to Immobilisation the account will cease to accrue interest,  SECOND.- For services rendered to the bank account holders the Bank will receive the amount corresponding to the following fees and costs:  1) Maintenance fee: It will be charged at the same time as the credit liquidation  2) Administration fee: It is charged for each transaction. This fee will not be charged for entires and refunds in cash, sums debited to the account corresponding to checks and commissions, as well as debited or entered interests It will be charged at the same time as the credit liquidation  3) Negative balance fee: It shall be calculated according to the major account negative amount during the liquidation period,  4) Commission for standard information on account movements: This service only implies sending information in the standard formats and according to standard procedures, approved by the Bank. In the case of information on magnetic support, this will be facilitated by the client or the Bank´s own hardware cost will be charged.  5) Fees for communication and management at the request of debtor positions reimbursement: In case claims are issued to replenish the account balance overdraft, there shall be one claim issued for each debtor episode during each liquidation period, to compensate the management costs for its normalisation.  6) Fees charged for the cash entries in different bank officers: It shall be charged for each transaction in cash realised by the account holder in a bank office different to that where the account is domiciled, the concept of the fee - expenditures for verification of funds.  7) - Non-residents.- Commission for obtaining of certificates for non-residency: It is charged every two years for each certificate stating the absence of Spanish residence, issued by the Ministry of the Interior, corresponding to the holders that are foreign citizens and have authorized the Bank to manage on their behalf the issue of obtaining the mentioned certificate,  8) Postal fees: The mail expenditures generated by the communication process carried out by the Postal service shall be charged applying the official rate that is defined in each moment by the General Direction of Postal and telecommunicational Services. THIRD.- The interest rate applicable to the credit balances of the account, the amount of various commissions, as well as dates of liquidation and accrual shall be defined in each particular case.  The Bank reserves the right to modify the conditions initially agreed upon.  Amendments to the commissions, expenses attributable or to the interest rate shall be communicated to the holders in advance of at least one month prior to their application.  However, the new conditions shall not be applied if the holders request the cancellation of the contract or propose convincingly and with detailed explanation the modification of its conditions, prior to the entry into force of the new conditions.  If there is no express rejection of the proposed new conditions, these are considered accepted by the other party. | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Popular | | | | |
| CONTINUATION | CURRENT ACCOUNT CONTRACT | | | PAGE 3 |
| OFFICE: 0080-20 MADRID, URB. 8  ACCOUNT NUMBER (C.C.C.): 0075 / 0080 7 11 / 060-30148-01 | | | CONTRACT DATE - 21-03-2016 | |
| To give authorizations to mobilize accounts in euros or in foreign currency for non-residents by individuals other than the account holder, the correspondant power of attorney must be issued by a public notary.  However, the correspondant power of attorney is not required to give authorizations to mobilize accounts in euros or in foreign currency for non-residents by individuals other than the account holder provided two following conditions are respected:   1. the account holder is a Spanish natural citizen non-resident. 2. the individuals authorized by the account holder to have the account are spouse or first grade family of the holder and live in Spain.   If due to these conditions the correspondent power of attorney is not obligatory, the mobilization of the account is realized basing on a written authorization of the holder.  b) Person authorized to receive data in files (AUF): these individuals may only consult and receive information about balances and movements of the account which are incorporated into computer files. This mandate shall be in force until its cancelation is communicated to the Bank by means of a reliable document or by any other way whenever providing evidence of the cancelation. The above-mentioned powers may be exercised, also by telephone or electronic banking systems. TENTH.- The account can be overdraft credit support to the interest rates and reviewed commissions. For the accounts of natural persons subject to Law 16/2011 on the contracts of consumption credits, and for overdrafts the amount of which is not excluded from the scope of the indicated law, an interest rate superior to the equivalent of 2.5 times annual rate of legal interest of money shall not be applied. Overdraft commission agreed upon in the present agreement will be used to calculate TAE.  The express approval of the use of this modality, shall be manifested by the correspondent formal document of indebtedness that is issued by the overdraft and by the approval by the Bank of such layout order. The Bank is not obliged to accept any charge while there is an overdraft in the account, so in the event of non acceptance the Bank bears no responsability for that. Equally, an overdraft that can result from the exercising by the Bank of the faculty granted to it by the fourth article of the present general conditions is considered an express approval. The holder is obliged to reimburse the amount of the overdraft immediately from the working day following its creation, the Bank being empowered to claim the payment in the manner that it deems appropriate, even legally, in the event of default by the holder to cover the aforementioned obligation.  Without prejudice to the obligation of immediate restitution owed by the holder, the Bank may treat every day prolongation of the overdraft situation unless it considers that its right to refund is adversely affected by the financial situation of the holder, in which case the extension of the overdraft will be immediately cancelled producing the liquidation of corresponding interests and overdraft fees and the possibility of beginning of the corresponding judicial claim. The interests and commissions of the overdraft shall be charged and debited within the period of a month in which the overdraft occurs, as well as on the corresponding date(s) of the following month(s) until the complete refund is achieved, and will be susceptible to variation in the same manner indicated in the third condition for the credit balances.  The interest that are charged and not satisfied, in accordance with article 317 of the Code of Commerce, shall be capitalised | |  | with same frequency previously set and, in their turn, will bear interest in accordance with what has been agreed.  The Bank reports that in the event of non payment of the amounts in accordance with what has been agreed upon in this agreement and meeting the legally established requirements, basing on the existence of a confirmed, expired, payable and unpaid debt, which has not more than six years and the payment of which has been claimed, the data referring to the debt may be communicated to the institutions dealing with the records on compliance or noncompliance with financial obligations. ELEVENTH.- The credit balances of the account, as well as values, goods, effects, etc., of each holder will be considered as collateral for all operations with the Bank, that at all times it will be affected. The Bank is expressly authorized to: charge in this account, or any other account that the holder possesses, the amount of effects that was previously discounted; compensate possible negative balances that may exist in other accounts at this entity open on the same name and, in general, to charge in it all amounts that the holder is responsible for, either as a result of all kinds of operations that the Bank carries out with the holder, or arising from securities held by the Bank and that require to be paid whatever is a reason for that.  TWELFTH.- Any party may terminate the contract by communicating its intention to the other, at least one month in advance. The notice is not needed when the termination is carried out because there are alterations of the circumstances that led to the execution of the contract or failure to comply with them. Once the contract has been terminated, the credit balance will no longer create interests, although the funds are not withdrawn.  The customer will not have a positive account balance until all outstanding amounts, related to the use of the services that the Bank could have provided, are charged and until the amount of the compensation for the early cancellation of the contracted products that become unnecessary as a result of the early termination of the account agreement is paid.  THIRTEENS.- Non-residents. - For the performance of this contract to enjoy the advantages of deduction absence proper of non-residents accounts, one shall attend the requirements established by the current tax legislation.  In addition, and in order to avoid immobilization of the account due to lack of non-resident identity number, the account holder(s) thereof must prove their status of non-resident according to the applicable current legislation. Currently, the status of non-resident must be demonstrated:  - In the case of Sanish natural individuals - by presenting a certificate issued by the consular authority in order to acreditate their registration in the register office of the Consulate or consular section of the Embassy of the corresponding country.  - In the case of legal enitites registered abroad - by presenting a reliable document that accredits their nature and address.  - In the case of foreign natural persons - by submitting to the Bank of a negative certification of Spanish residence issued by the Ministry of the Interior.  For this purpose, the holder(s) of the account expressly authorize(s) the Bank to be in charge, on behalf of the holder(s), of the necessary procedures to obtain negative certification of residence and/or certification of the | |
| Spanish Popular Bank, S.A. Address: Velazquez, 34 corner with Goya, 35, MADRID. Fis Reg of Madrid, t.174, f.44, h.5458, reg. 1' NIF A-28000727  www.bancopopular.es / www.grupobancopopular.es | | | | |

|  |  |  |
| --- | --- | --- |
|  |  | PAGE 4 |
| consular authority described above, in time to comply with the regulations in force. In addition, they authorize to the Bank to charge every two years a corresponding commission for obtaining the above-mentioned certifications. FOURTEENTH.- In accordance with article 5 of the Organic Law 15/1999 on Data Protection (OLDP), the entity that recives the data informs that the requested data, obtained during the study of the application, pre-contract or contract, derivatives, where appropriate, the use of the product or service contracted and those others related that could be obtained from the public records or other sources legally admitted, will incorporate and treat the data in a file of personal data for internal use and provision of financial services, consisting of the offering, by any channel including electronic one, banking products, insurance, investment and forecast products and all complementry to these, being only necessary to facilitate such data to the extent in which one wants to formalize the corresponent contract, pre-contract or application.  The holder consents to the processing of their data for profiling, segmentation techniques or CRM, in order to receivet the most appropriate offers, as well as their treatment and transfer for the exchange of information with the providers of services related to capital solvency, credit and fraud prevention, for the risk analysis and the comparison or contrast of their data in order to verify the accuracy and veracity of the latter, and those transfers that may occur in favour of a third party that acquired the rights and obligations arising from this agreement.  The person responsible for the record and information treatment is the entity receiving the data that shall privide the authorized individuals’ right for access, rectification, cancellation and opposition recognized in the Organic Law and its implementing regulations, by writing to the following address for such purposes: Velázquez st, n ° 34 (28001) Madrid.  The holder of the data expressly consents to collecting the data here described, their treatment and any communication or transfer of data which may be realized between the receiving entity and other entities of the Popular Bank Group, owned by them, that will be that constantly updated on the Web page www.grupobancopopular.es. for purposes and activities previously indicated. Such consent will remain active even after the contractual relationship is terminated or after the provision of the service and in the event when a contract or service is requested but is not formalized or provided. In any case, those treatments which consist in the provision of financial products as well as profiling, after two years from the termination of the contractual relationship or of the provision of the service or correspondent requests, if those are yet to be formalized or rendered, are excluded. The account holders are informedof the right of the entity to consult the institutions dealing with the records on compliance or noncompliance with financial obligations to check the state of their accounts.  Signing the present below with of my / our given name and last names, I / we declare my / our refusal to treatment or transfer of my / our data for purposes that are not directly related to the maintenance, development, or control of the contractual relationship. (\*)            (\*) The Bank informs that the expressed refusal does not affect transfers of data arising from necessities of software and operating systems, treatments or assignments which come covered or legally required, or that do not require the |  | consent of the person concerned in accordance with the current legislation, as well as treatment resulting from the fulfillment of the duty of conservation during the time limits established legally and, in any case, during the period of limitation of actions established by the aplicable current regulations for the contractual relationship under consideration, configuring all of the operations mentioned above as necessary for the formalization of the contract.  Institutions of credit and other payment service providers, as well as payment systems and technological service providers related to those transmitting the data to carry out the operations may be obliged by the legislation of the state where they operate, or by agreements concluded by the latter, to provide information about the transaction to authorities and agencies of other countries located both inside and outside the European Union, within the framework of the fight against the financing of terrorism and serious forms of organised crime and the prevention of money laundering.  FIFTEENTH.- Commercial communications - In compliance with established in article 22 of Law 34/2002, of July 11, on services of the society of information and electronic commerce (LSSI), the adjudicating entity shall inform the contract holders about itsr intention to send them commercial communications by email or by any other means of electronic communication. The account holders also declare to be aware of this intention and provide their express consent to receive mentioned communications. We inform you of the possibility to revoke such consent by sending a written communication to the contracting authority, with registered address at Velázquez st n ° 34, 28001 Madrid. SIXTEENTH.- Authorization clause.- In the case if the holder presents or cede to the Bank documents in order to collect or discount their subscription to the account, the account holder authorizes the entity that is charged according to the mentioned documents to, acting on their account and interest, claim the obliged a correspondent payment arising from such documents, in the case that these are unpaid - to empower, in addition, any of the above mentioned entities to provide information to service providers on capital solvency and credit, in relation to noncompliance relating to the transferred documents. The holder shall communicate immediately and satisfactorily to the Bank any later payment of the debt by the obligor, assuming the responsibilities that may arise for a breach of such obligation, and in consequence of inaccurate maintenance of the data in the records of the above mentioned service providers.  SEVENTEENTH.- Legislation and jurisdiction. These terms/agreements shall be governed by the legislation of Spain.  For any issues between the client and the Bank in relation to this agreement, the parties shall be subject to all those procedures that are permitted by the jurisdiction of the courts where this agreement is considered active or where the operation has been carried out, excluding any other jurisdiction that could correspond to them.  In addition, the customer may address their complaints or claims in relation with the Bank to the customer service of the entity, to its address in Madrid (PC 28001), Núñez de Balboa Street no. 56 B A or through the web site www.grupobancopopular.es.  EIGHTEENTH.- The Bank is registered in the Credit deposit guarantee fund, created by the Royal Decree-Law 16/2011, October 14. For money deposits, the maximum guaranteed amount is 100,000 euros per depositor in each credit institution. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Popular | | | | |
| CONTINUATION | CURRENT ACCOUNT CONTRACT | | | PAGE 5 |
| OFFICE : 0080-20 MADRID, URB. 8  ACCOUNT NUMBER (C.C.C.): 0075 / 0080 / 11 / 060-30148-01 | | | CONTRATO DATE 21-03-2016 | |
| Note: For the calculation of the APR (annual equivalent rate) the system established by Annex 7 of the circular 5/2012 of the Bank of Spain, on June 27, published in the Official Gazette of July 6, 2012 is applied. | | | | |
| The holders are informed by the branch of the Bank that this agreement is formalized, that the current legislation on the prevention of money laundering requires the fiscal entities to request their customers information about their economic activity and perform a check of it. Being this an exclusive purpose of verification of the information provided, you lend an express consent to the Bank in your name apply to the General Treasury of the Social security Service for this information. The data obtained from the General Treasury of the Social Security Service will be used exclusively for the purposes mentioned above. In the case of breach of this obligation by the Bank or the person (s) who provide(s) services, all actions established by the organic law 15/1999, of December 13, on protection of personal data and regulations that develops it shall be executed.  In accordance with article 43.1 of Act 10/2010 of April 28, on the prevention of money laundering and the financing of terrorism, the Bank informs about the obligation that it is obliged to declare to the Register office of financial entitlements the data necessary to identify the holders, real holders, authorized representatives or any person authorized for disposal, involved in opening or cancellation of the current accounts, saving accounts, deposit accounts and term accounts, in particular, family and given name or corporate name; type and number of identification document (Spanish tax identification number; other reliable identification documents); date of birth or onstitution; country of nationality; identification document issuing country; country of declared residence; status and date of start of the intervention is applicable; type and number of the account or deposit and date of opening and, where appropriate, cancellation.  We declare to have received in advance, the pre-contractual information established in Circular 5/2012 of the Bank of Spain on transparency of the banking services.  The agreement incorporates predisposed general conditions accepted by the parts. The holder(s) declare(s) to have received in this very act a copy of the agreement.  This agreement has been signed twice and consists of 3 pages numbered from 1 to 5 | | | | |
| HOLDER(S) | | Banco Popular Español , S.A. | | |
| CONFIRMATION OF SIGNATURES  Signed: CESAR LUIS DE SANTOS JIMENEZ | |  | | |
|  | | | | |
| Spanish Popular Bank, S.A. Address: Velazquez, 34 corner with Goya, 35, MADRID. Fis Reg of Madrid, t.174, f.44, h.5458, reg. 1 NIF A-28000727  www.bancopopular.es / www.grupobancopopular.es | | | | |